



ELIZADE UNIVERSITY, ILARA-MOKIN ONDO STATE
PROF YEMI OSINBAJO FACULTY OF LAW
SECOND SEMESTER 2017/2018 ACADEMIC SESSION
BACHELOR OF LAWS (LL.B) DEGREE EXAMINATION

LAW OF CONTRACT 2 - CIL 202

INSTRUCTION: Question One is Compulsory and Answer Any Other Three (3)
Time Allowed: Three (3) Hours
TIME: 11am - 2pm

- (a) Chief Ajanlekoko is the head of Rice Sellers Association at the Ilara-Mokin Market. In October 2016, Chief Ajanlekoko entered into an agreement with Ajifet & Co for the supply of 100,000 bags of rice from Thailand. The contract sum was #10 Million. The contract of sale was executed on 18 October 2016. Unknown to parties, the ship conveying the rice had capsized on 15 October 2016 and the entire bags of rice had perished in the sea. When the news of the unfortunate incident got to the parties, Ajifet & Co demanded for the contract sum from Chief Ajanlekoko on the ground that there was a valid and subsisting contract between them. Chief Ajanlekoko has approached you as the legal adviser of the Rice Sellers Association for an advice on his legal position on the matter. Advise him.

(b) With the aid of judicial authorities extensively discuss the principle of *Scriptum Predictum Non Est Factum Suum* and the application as a defence.
2. Omoluwa and Co was awarded a contract to upgrade Ondo/Ore Express road by the Ondo State Government, if the Federal Government approves 25% derivation for Oil Producing States. The Directors of Omoluwa and Co. believed that the money will be approved following the agreement recently reached with other geo-political zones in the Country. The Omoluwa and Co. thus advertised the job to sublet part of the contract without mobilising sub-contractors. Duebos and Co was one of the sub-contractors who mobilised to site putting it not less than 50 million on the job. The Federal Government however refused to approve the 25% oil derivation revenue eventually sating that he oil-producing states governors are extravagant. This caused Ondo State Government not to

release funds to Omoluwa and Co. and led to the cancellation of the contract. Duebos and Co. brought an action against Omoluwa and Co. for deceit based on an alleged fraudulent misrepresentation. With adequate reference to Statutory and judicial authorities, kindly advise the parties.

3. 'Ubi Jus ibi remedium' is the maxim upon which the granting of remedies rests. What remedial measures have the courts taken in the law of contract both at Common Law and Equity?
4. Contracts which are prejudicial to the status of marriage are normally regarded as merely void at common law but not illegal. Explain the basis for which Professor Sagay has classified them as illegal with the aid of relevant statutes and decided cases.
5. A person who is not a party to a contract has no right or liabilities under it and therefore the contract cannot be enforced by or against him. Enunciate the Principle of law in this statement with the aid of decided cases and discuss the exception to this principle in the light of *Clarke v. Dunraven* (1897) AC 59.
6. Explain how the facts and decisions in both cases of *Northern Ocean Shipping Co. Ltd v. Hyundai Construction C. Ltd* (1979)QB 705 and *Nnadozie v. Dizengoff* (1967) 1 ALR 255 have significantly widened the concept of legal duress.