

**LEAD CITY UNIVERSITY, IBADAN**  
**FACULTY OF LAW**  
**Department of Private and Business Law**

**COURSE PARTICULARS**

Course Code: PBL 213

Course Title: LAW OF CONTRACT II

No of Units: 4

Status: COMPULSORY

**LCTURER DETAILS**

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Area of Specialization: Public and International Law

**COURSE DESCRIPTION/ COURSE OBJECTIVES:**

- Examine the Laws that govern contractual relations and obligations in our society.
- Highlight the principles under each Law governing contractual relations including the principles under common Law, the doctrine of equity and applicable English Statutes as well as Nigerian Legislations, such as Reform Contract Law 1973, Partnership Law 1959 and the Sale of Good Law.
- Explain the essential elements in the formation of a contract and the vitiating elements of contract.

**ASSESSMENT**

Class Attendance:	5 marks
Test(s) and Assignments	35 marks
Final Examination	60 marks

LECTURE PLAN	
Week	Topic
Week 1	Mistake, Common Mistake
Week 2	Mutual Mistake, Unilateral Mistake
Week 3	Mistake in Equity, documents Mistakenly Signed: Non Est factum
Week 4	Misrepresentation, failure to Disclose, exceptions to the Non Disclosure

Week 5	Exceptions to Non Disclosure Rule cont; Fiduciary Relationships
Week 6	Types of Misrepresentation, Fraudulent Misrepresentation
Week 7	Negligent Misrepresentation, Innocent Misrepresentation
Week 8	Remedies for Misrepresentation/Privity of Contract
Week 9	Duress and Undue Influence
Week 10	Unenforceable Contracts,Illegal and Void Contracts, Contracts Illegal by Statute
Week 11	Contracts Illegal at Common law, Contracts Void at Common Law
Week 12	Discharge of Contract, Remedies for Breach of Contract
Week 13	Test and Revision

#### READING LIST

OlusegunYerokun: Modern Law of Contract, 2nd Edition

Sagay: Nigeria Law of Contract

Arson: Law of Contract

Law of contract, Cheshire, Fitfoot

OlusegunYerokun: Cases and materials on Law of Contract.

## TUTORIAL QUESTIONS

**COURSE TITLE: LAW OF CONTRACT II**

**COURSE CODE: PBL 213**

1. Write short notes on the following;
  - i. Discharge of contract by agreement
  - ii. Duress and Undue influence
  - iii. Contracts illegal at common law
2. As a general rule, a contract cannot confer enforceable rights or impose obligations arising under it on any person except those who are parties to it. Discuss this statement in the light of the doctrine of privity of contract. What are the exceptions (if any) to this rule?
3. "A contract in restraint of trade is one in which a party covenants to restrict the liberty of another to exercise his trade, business or profession in such a manner and with persons as he chooses. Prima facie such contracts are void, but where it can be established that such restrictions are justifiable in the circumstances as being reasonable from the points of view of the parties and the public, they are valid and binding" Discuss.
4. A, B and C, who were the joint owners of a car, advertised it for sale. A rogue introducing himself as X, offered to buy it. X offered A, who was conducting negotiation on behalf of the owners N900, 000 for the car and he refused. X, then offered N550.000 which A was prepared to accept. When the rogue pulled out a cheque book, A declared that he would under no circumstances accept a cheque and that the proposed deal was over. The rogue then said that he was the same X with a law firm at 12 Ashi Road, Bodija, Ibadan. B checked the telephone directory and found that there was indeed such a person as X living at the address and having a law firm there. A, B and C then let the rogue have the car in exchange for the cheque. It turned out that the rogue was not the X he described and that X had nothing to do with the transaction. The cheque was dishonored. Meanwhile, the rogue who had sold the car to Z had disappeared without trace.

A, B and C sued Z for the return of the car or damages for its conversion.  
Advise the parties, with the aid of decided cases and principles of law of Contract.
5. X, a builder entered into a contract to build two houses and stables on Z's land for a lump sum did about three-fifth of the work and then informed Z that he had no money and could no longer continue with the work. Z then completed the buildings himself using certain materials left on s by X. X now sued Z to recover payment for the work.

Advise X and Z, in the light of the basic rules governing discharge of contract performance.
6. Mr. Jones has signed a contract note by which he agreed to buy Sharp's car for N2m. Will Jones be bound by the contract, if he;
  - (i) Did not know that he was buying a car having signed the form without enquiring as to its nature.
  - (ii) Knew he was buying a car, but believed that the price was N1.8m;
  - (iii) Believed that he was witnessing Sharp's will.Give reasons for your answer.
7. In what circumstances will the court make available the equitable remedy of rectification in relation to mistake in a contract?

8. (a) The normal rule in all contracts is that only the contracting parties can sue or be sued. Carefully explain using decided cases.
- (b) Emiola enters a contract with Bode. Emiola contracted with full authority as Goodwill's agent, but she did not inform Bode that she was an agent. Bode has now broken that agreement. Advise Goodwill who wants to sue Bode for breach of contract.
9. Akin, who fancies himself as a diamond appraiser, bought from a jeweler for N1m a diamond ring which he believed was worth N2m. The jeweler believed that it was worth N1.2m. It has been independently valued by a gem appraiser at N2.2m. Discuss the legal effect of the mistake made by the parties on the validity of the contract.
10. Write brief notes on the following:
- (i) The plea of Non Est factum
  - (ii) Fraudulent misrepresentation
  - (iii) The requirement of writing in relation to unenforceable contract
11. (a) On what grounds are contracts illegal at common law?
- (b) Indicate concisely the circumstances, if any, in which silence can amount to misrepresentation.
12. Explain what is meant by anticipatory breach of contract and discuss the remedies available to the party not in default.