

LAGOS CITY POLYTECHNIC, IKEJA
SCHOOL OF MANAGEMENT AND BUSINESS STUDIES
DEPARTMENT OF BUSINESS ADMINISTRATION
2015/2016 SEMESTER EXAMINATION

COURSE TITLE: BUSINESS OF LAW	NO OF QUESTION: 6
COURSE CODE: BAM 214	TIME: ALLOWED:
2 1/2 HRS	
FOR WHOM: HND YR I AC, BS P/T	INSTRUCTIONS:
Answer	4

- Questions**
1. In April 2014, Olusola wrote to Temmy offering to sell his Toyota Corrolla at N1,000,000.00. Temmy replied, **I accept your offer to sell Toyota Corrolla to me.** Please let me know whether you could accept N900,000.00. Olusola got her reply but failed to give any response. Instead, he sold the Toyota Corrolla to Miss. Sharon the following day, Temmy turned up to pay for the Toyota Corrolla at the price originally demanded by Olusola. Advise the parties on their legal positions and the consequences of their actions.

 2. Generally, a contract cannot be said to be valid without some essential features. Critically discuss these features.

 3. Godson, aged 20 is married and has one child. As a trader, he earns about N3,500 weekly. He enters into the following transactions:
 - (a) He ordered a suit worth N8,000 from Dressxtra Designs Limited.
 - (b) He lease a flat from Ade for four years at N50,000 per annum
 - (c) He order a consignment of goods worth N50,000 for his business.
 - (d) He purchases a posh car worth N5million for his girlfriends birthday. Advise Godson as to his liability on each of these transactions.

 4. Mr. Oni a business mogul is contemplating entering contract with an American Company called Toyota Corporation for the supply New Toyota Rav4 Jeep 2014, Model. Explain to him exhaustively the following legal concepts before the execution of the Agreement:
 - (a) Past Consideration
 - (b) Non-est factum
 - (c) Contra Proferentem rule
 - (d) Conditions and warranties

 5. Discuss exhaustively the various ways by which a contract can be terminated under the Nigerian Law of Contract.

 6. As a general rule, the legal effects of contracts are confined to the contracting parties. Persons who are not a party to a contract cannot enforce the contract neither can be contract be en forced against them. Do you agree with this assertion? Discuss the exceptions to this general rule with the aid of legal and statutory authorities.