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FEDERAL UNIVERSITY OF TECHNOLOGY, MINNA  
DEPARTMENT OF QUANTITY SURVEYING  
2ND SEMESTER 2018/2019 EXAMINATION 200LEVEL  
COMMERCIAL AND INTRODUCTORY CONSTRUCTION LAW (QTS223)

**ANSWER ANY THREE QUESTIONS. TIME: TWO HOURS (2hrs)**

**60marks Support your answers with relevant statute(s) and / decided cases**

1. Define Contract and discuss the factors relevant for a valid contract?.(20marks)

2. Otaru Ohi & Sons Ltd is desirous of selling her property at No 123 Talba Road, Minna, Niger State, at a reserve price of N900million naira. Federal University of Technology, Minna (The University) offered to pay N700million naira only. The title documents are with QTS 200 & Associates (An Estate Agent) for Otaru Ohi & Sons. Otaru Ohi & Sons Ltd agreed to accept the sum offered. The University issued N500million Naira cheque but to pay the outstanding balance within one month. The University did not pay up the balance after the one month but moved into the property and commenced its renovation to meet up her hostel need. Otaru Ohi & Sons Ltd returned the N500million cheque, which the University refused the N500Million naira refund and insisted she has bought the property. There was no deed prepared for this transaction. The Estate Agent demanded for her commission but Otaru Ohi & Sons Ltd was not willing to part with any commission on the basis that QTS 200 & Associates was not validly contracted. Answer the questions below based on the above transaction.

- a) Outline the legal issues involved in the above transaction and explain them?(10marks).
- b) Discuss the remedies available to the parties (10marks)

3. State the terms implied in a construction contract and explain terms implied by Sale of Goods Act 1893 (20marks)

4. (a)List the basic requirements for an expression of interest provided by the Public Procurement (Due Process) Act 2007 (10marks)

(b). What is privity of contract and its limitations?. (10marks)

5. Write briefly on any two(2) (of the following: 10marks each.

(a) List the various ways contract can be discharged and explain any two.

(b) Frustrations in Contract

(c) Exclusion or Exemption clauses can only be used as a "Shield and not as a Sword"  
Discuss.