

THE REDEEMED CHRISTIAN BIBLE COLLEGE YOUTH CAMPUS NORTH
EXAMINATION: LEGAL STUDIES

1. **What is the correct definition of "law" as described in the module?**
 - A. Law is a collection of arbitrary decisions
 - B. Law is a body of rules established by agreement only
 - C. Law is a body of rules imposed by the state, enforced through sanctions
 - D. Law is a suggestion for social conduct
2. **Which of the following is NOT a function of law?**
 - A. To maintain peace and order
 - B. To regulate human behavior
 - C. To give people complete freedom
 - D. To provide justice
3. **Primary legislation in Nigeria is made by:**
 - A. The Supreme Court
 - B. The National Assembly
 - C. The Executive Council
 - D. The President
4. **Which of these is considered a form of subsidiary legislation?**
 - A. Acts of Parliament
 - B. Bye-laws by Local Governments
 - C. Ordinances
 - D. Decrees
5. **Which source of law in Nigeria includes the common law, doctrines of equity, and statutes of general application?**
 - A. Customary Law
 - B. Judicial Precedent
 - C. English Law
 - D. Legislative Law
6. **The rules of Customary Law are subjected to what before being recognized by courts?**
 - A. Political Approval
 - B. Religious Verification
 - C. Test of Validity
 - D. Federal Legislation
7. **Judicial precedents are decisions of:**
 - A. The Local Government
 - B. Legislators
 - C. Past court decisions used as legal principles
 - D. International Courts
8. **Which court is the highest in Nigeria?**
 - A. Court of Appeal
 - B. Supreme Court
 - C. High Court
 - D. Federal High Court
9. **The Court of Appeal in Nigeria is established by which section of the Constitution?**
 - A. Section 230
 - B. Section 237
 - C. Section 255
 - D. Section 245
10. **Which court hears appeals from the High Courts and decisions of election tribunals in Nigeria?**
 - A. Magistrate Court
 - B. Customary Court
 - C. Court of Appeal
 - D. Sharia Court

11. Which of the following is NOT a court of first instance?
A. Supreme Court B. High Court C. Magistrate Court D. District Court
12. Which court in Nigeria has exclusive jurisdiction over employment and labour relations matters?
A. Customary Court B. Sharia Court of Appeal
C. National Industrial Court D. High Court of the Federal Capital Territory
13. Which of these courts is specifically established to handle Islamic personal law appeals?
A. Court of Appeal B. National Industrial Court
C. Sharia Court of Appeal D. Supreme Court
14. Which form of legislation originates from the Local Government Councils?
A. Acts B. Bye-laws C. Decrees D. Ordinances
15. Which of the following is a secondary source of law?
A. Statutes B. Judicial Decisions C. Law Reports and Journals D. Acts of Parliament
16. Under the PCL, what is a key advantage of a Legal Mortgage?
a) It transfers the whole interest of the mortgagor to the mortgagee
b) It can be created by deposit of title deed
c) The mortgagor retains custody of the title
d) It cannot transfer the whole interest
17. Which of the following is a disadvantage of a Legal Mortgage?
a) The mortgagee has the right to keep the title
b) It is not bound by covenants in the head lease
c) The mortgagor cannot transfer the whole interest
d) It requires court order to execute
18. What is the primary advantage of an Equitable Mortgage?
a) It can be created by deposit of title deed
b) The mortgagee has possession of the property
c) It transfers the whole interest automatically
d) It is governed by PCL in all states
19. A key disadvantage of an Equitable Mortgage is:
a) The mortgagee does not have possession b) It is essentially equitable mortgage
c) It requires a formal deed d) The mortgagor retains legal title
20. Under a Mortgage by Demise, the mortgagor may:
a) Not have custody as the mortgagee has reversionary interest

- b) Transfer the whole interest including the entire reversion
- c) Create successive mortgage on the same property
- d) Automatically lose the right of redemption

21. Which statement is true about Mortgage by Assignment?

- a) The mortgagor can transfer the whole interest of the mortgagee
- b) The mortgagee has right to custody as the mortgagor is protected
- c) It can purchase the whole interest since there is lessor
- d) The mortgagor transfers the whole interest

22. What is a key feature of a Charge?

- a) It is created by agreement between parties
- b) The mortgagor retains full legal title
- c) It is a form of equitable mortgage
- d) It does not secure any debt

23. Which of the following is NOT an advantage of a Statutory Charge?

- a) Prescribed forms are used instead of deed
- b) It is adaptable to circumstance of each transaction
- c) It has all 3 in PCL states
- d) It requires court approval for creation

24. Under the Land Use Act 1978, a mortgage:

- a) Is annulled for non-compliance with S. 22
- b) Does not include the existence of a valid mortgage
- c) Requires the mortgagor to obtain consent
- d) Automatically transfers legal title

25. What is the effect of an Equitable Mortgage by Operation of Law?

- a) It may occur by the operation of the law where the purported legal mortgage is defective
- b) It is annulled for non-compliance with S. 22 of the Land Use Act
- c) It requires a formal deed
- d) The mortgagee loses all interest

26. Which of the following is a right under the 1999 Constitution of Nigeria?

- a) Right to acquire and own immovable property anywhere in Nigeria
- b) Right to peaceful assembly and association
- c) Right to fair hearing
- d) All of the above

27. The Right to Freedom of Expression under the 1999 Constitution includes:

- a) Holding opinions and imparting ideas without interference
- b) Owning and establishing media
- c) Receiving and imparting information
- d) All of the above

28. A Will can be defined as:

- a) An instrument by which a person makes a disposition of his real and personal property
- b) A document that takes effect after his death
- c) A testamentary document voluntarily made
- d) All of the above

29. Under the Wills Law of Lagos State, a Will must be:

- a) In writing and signed by the testator
- b) Executed in the presence of two witnesses
- c) Both a and b
- d) None of the above

30. The Right to Dignity of Human Person under the 1999 Constitution prohibits:

- a) Torture and inhuman treatment
- b) Slavery and forced labour
- c) Submission to imprisonment as an amendment
- d) Both a and b

31. The objective of Module Eleven is to ensure that students know the difference between duress and:

- A. Mistake
- B. Undue influence
- C. Fraud
- D. Misrepresentation

32. Traditionally, duress at common law meant actual violence or threats of violence to a person or his personal freedom. The threat is calculated to produce fear of loss of life, bodily harm or fear of imprisonment. This subject of such threat must either be the plaintiff himself, his wife, parents, children or other relatives. For duress to be a basis for relief, it must have come from the other party to the contract. As a general rule, duress exercised by a third party cannot be the basis of an action. The concept of duress was very narrow. The duress of goods i.e. a threat to seize a person's goods unless he paid a sum of money or render some forms of benefit on the person issuing the threat, was regarded as not constituting duress at:

- A. Equity
- B. Common law
- C. Statute
- D. Customary law

33. Where a special relationship exists between the parties involved, equity will presume the exercise of undue influence and will set aside any contract in favour of the superior party. The superior party has to prove that the agreement was devoid of undue influence. The relationship in which undue influence is implied include parent and child, guardian and ward, doctor and patient, pastor and member, solicitor and client, teacher and student but the rule does not apply to husband and wife. In Powell V Powell, a settlement was executed by a young woman under the influence of her step-mother, the step-mother shared her property with the children of the step-mother's second marriage. Even though she had acquired her majority shortly before the transaction, it was held that she acted under the undue influence of her step-mother and the settlement was:

- A. Void
- B. Voidable
- C. Valid
- D. Illegal

34. As a traditional doctrine of duress, equity developed its own doctrine of undue influence which is more comprehensive than duress at common law. It covers cases of undue influence strictly and cases of coercion, domination, pressure, and generally bargains obtained in an unnatural manner. Undue influence applies where influence is acquired and abused and confidence is reposed and:

- A. Betrayed B. Honored C. Ignored D. Forgotten

35. One of the distinctions between undue influence and duress at common law is in coercion which tends to be direct and indirect. For undue influence pressure tends to be subtle and indirect. For example putting pressure on someone in a relatively weak position (whether due to financial, educational, intellectual, physical or legal causes) amount to exercising undue influence. Undue influence can arise under two circumstances which are:

- A. Special relationship between the parties or where there is no special relationship between the parties
B. Family relationship or business relationship
C. Religious relationship or educational relationship
D. Political relationship or social relationship

36. In the classification of mistake under common law, a common mistake is when it is said that there has been a common mistake, it means that both parties to the contract made the same mistake or mistakes which lies at the basis of the agreement. For example Mr. A offers to sell a house unknown to both parties, the house was burnt down before the contract was concluded. When both parties are mistaken about the other's terms, it is a situation where a party states an offer which the other accepts in a fundamental sense not about the same thing. For example when Mr. A offers his car for N500,000 and Mr. B accepts to buy the car. The offer is in the belief that Mr. A wants to sell his Toyota Car whereas he actually intends selling his Honda Car. This mistake is:

- A. Unilateral mistake B. Mutual mistake C. Common mistake D. Bilateral mistake

37. There is frustration of specific performance when a mistake is not sufficiently fundamental to render a contract void at common law, the court may refuse to grant specific performance of the agreement. The specific performance will suffer in the circumstances where three specific performance must be allowed. These are:

- A. Rectification, Rescission, Injunction B. Damages, Specific performance, Injunction
C. Rescission, Rectification, Damages D. Injunction, Damages, Rectification

38. In the law of mistake, if one or both parties to a contract enters into it under some misunderstanding or misapprehension, then the circumstance where a person can be

permitted to repudiate the obligations incurred under the contract and get out of it, is on the ground that they had known the true fact they would never have entered into the agreement. Mistake at law has a more limited scope than mistake in equity. In ordinary English, for example, if Mr. A buys a house with the impression that the house is solid and he pays the price of a solid house, he would not have bought the house if he knew it was not structurally sound. Mr. B has made no representation as to structural soundness of the house, Mr. A is bound and cannot recover back his money from Mr. B. This is an example of mistake in:

- A. Equity B. Common law C. Statute D. Custom

39. The objective of Module Nine is to make students understand that when there is an agreement between two parties and there is partial performance by the agreement, the other party has to fulfill his own part of the contract. In *NWANOSIKE V UDOJISA* the defendant's agent approached the plaintiff with the proposal that the plaintiff should demolish the mud building on her (defendant's) land. In the plaintiff's instance it was a good title, then the security of the consent of a third party, the consent of the owner must be sought. When the title of the mortgaged is found to be defective, the security of the debt can only be recovered by action for recovery of debt like any other debt. In *ERKIOTU V ALLI* the mortgage was set aside where a domestic servant used her family land as a given to him without the consent of family. The principal member has security for personal loan. The acquisition and compensation for the preservation of property to secure this interest, mortgagee must look into acquisition and compensation so that the property is preserved in case of default by mortgagor. The consent of Governor under Land Use Act is obtained before the transaction and consent is not obtained where the consent of the government is not obtained. Act is:

- A. Valid B. Void C. Voidable D. Illegal

40. In the conditions for the operation of part performance, the following conditions must be satisfied:

- A. The act must be a part-performance to operate the doctrine
- B. The act must be a part-performance to operate the condition
- C. The act must be a part-performance to operate the agreement
- D. The act must be a part-performance to operate the contract

41. In landlord and tenant relationship, the contract may be implied from the mode of dealing between the parties. Where two parties have stated in the agreement the rights and duties of each of them and the implication of the agreement is that there is no formal lease agreement between the parties. When there is no formal lease agreement, the

rights and duties of the parties could be those of landlord and tenant in places. In Nigeria the most statutes put in place laws regulating relationship between landlord and tenant and it is not established for that purpose. A landlord is the owner of a premises who sell out to a tenant and at the termination of the tenancy, the landlord resumes the possession of the premises. A landlord is entitled to collect rent from the tenant on a weekly, monthly, quarterly or annual basis or as they had agreed. Rent is a periodic payment usually payable to the tenant in stated sum for the use of an apartment, building or piece of land. In the event of default in payment, the landlord is entitled to recover in his/her property by the landlord is liable for repair of the structure, ensure the tenancy is safe for human habitation while the tenant must maintain it in that condition. The landlord is:

- A. Entitled to collect rent B. Not entitled to collect rent
- C. Entitled to evict the tenant D. Not entitled to evict the tenant

42. In the grounds under which a tenant can be ejected by the landlord includes:

- A. Rent arrears being owed by the tenant
- B. Rent arrears not being owed by the tenant
- C. Tenant not using the premises for personal use and residence by the landlord or his agent
- D. Tenant using the premises for personal use and residence by the landlord or his agent

43. Mortgage as a contract transaction is used to secure loan (mortgage sum) and the mortgagee is the creditor who advanced the loan. Although a third person (mortgagor) is empowered to create the mortgage in favour of the mortgagee. The mortgagee may be the plaintiff in his independent right by suing for the recovery of the debt by legal affirmation or the transaction. The right to rescind may be lost either by affirmation or by delay amounting to acquiescence. In illegal, void and voidable contracts, there is no clear distinction between illegal and void contract. Where an agreement is invalid either by express statutory enactment or by rules of common law, it is illegal. But where the law refuses to assist in any way, a person who rounds his cause upon such an agreement or where the law states that such an agreement is not to have legal effect, the agreement is:

- A. Void B. Valid C. Voidable D. Illegal

44. A contract cannot be enforced by law. An agreement in carry out an illegal act is void. For example, a contract between drug dealers. A voidable contract is the contract which can be enforceable only at the option of one of the two parties to the contract. In

this type of contract one party is legally authorized to make a decision to perform or not to perform his part. The aggrieved party is independent to choose the action. The right may be lost by the consent of the concerned party was influenced by fraud or misrepresentation etc. The contract becomes void if the aggrieved party decides to repudiate the contract. Moreover the aggrieved party has the right to claim damages from the other party. The plaintiff was acting independently of his independent right by suing that the plaintiff had been complaining and independent by the plaintiff and independent transaction. The plaintiff may be lost by delay amounting to acquiescence. The illegal, void and voidable contracts is:

A. Voidable contract B. Void contract C. Illegal contract D. Valid contract

45. In the capacity of the parties involved in the Conveyance Act, states i.e. Eastern, Northern and Lagos States, an infant cannot enter into a mortgage transaction. Such transaction will be void under infant relief Act 1874 and the money is not recoverable. In the Property and Conveyance law, state i.e. Oyo, Ondo, Osun, Ekiti, Edo and Delta States, transaction of an infant involving infant is voidable only at the instance of the infant but void. Until the infant attains majority, he is said to hold the beneficial interest. The capacity of the parties involved in the Conveyance Act is:

A. Voidable B. Void C. Valid D. Illegal

46. What is the primary difference between trespass to chattels and conversion?

- A) Trespass requires physical damage; conversion does not
- B) Conversion involves a more serious interference amounting to a denial of the owner's title
- C) Trespass is intentional; conversion can be negligent
- D) Conversion applies only to land; trespass applies to goods

47. According to the text, which of the following is NOT an act of conversion?

- A) Selling another person's goods without authority
- B) Destroying someone's property
- C) Temporarily using a chattel without permission
- D) Refusing to return goods demanded by the rightful owner

48. In the tort of defamation, which of the following is true about libel?

- A) It is spoken defamation
- B) It is defamation in a permanent form (e.g., writing, print)
- C) It requires proof of special damage
- D) It is only actionable per quod

49. Which of the following is NOT an element of the tort of negligence?

- A) Duty of care
- B) Breach of duty

- C) Malicious intent D) Damage caused by the breach

50. Under vicarious liability, an employer is liable for the torts of an employee if:

- A) The employee was acting outside the course of employment
B) The act was committed during the course of employment
C) The employee was an independent contractor
D) The employer had no control over the employee

51. What must a landlord do before evicting a tenant under the correct procedure to eject a tenant?

- A) Give a 7-day notice to quit
B) Serve a notice specifying the name of the landlord, type of tenancy, and correct rent
C) Obtain a court order without notice D) Change the locks immediately

52. In a contract of employment, the relationship is described as:

- A) Master and independent contractor B) Master and servant
C) Principal and agent D) Bailor and bailee

53. Which of the following is NOT a category of contract of employment?

- A) Ordinary contract B) Notice contract
C) Contract of employment affected by statute
D) Contract of employment created and determinable by status

54. A tort may be defined as:

- A) A breach of contract B) A civil wrong involving a breach of duty fixed by law
C) A criminal act punishable by imprisonment D) A breach of trust

55. Private nuisance is best described as:

- A) Unlawful interference with a person's use or enjoyment of land
B) Physical damage to property C) A public danger affecting the community
D) Interference with personal reputation

56. Which of the following is NOT a remedy in tort?

- A) Damages B) Injunction C) Specific performance D) Abatement

57. In assault, the plaintiff must prove:

- A) Actual physical contact
B) Reasonable apprehension of imminent harmful contact
C) Malicious intent to cause fear D) Actual battery

58. Malicious prosecution requires the plaintiff to prove that:

- A) The defendant acted with malice and without reasonable cause
B) The prosecution resulted in a conviction

C) The defendant was a police officer

D) There was physical harm

59. Which of the following is NOT a defense to trespass to chattels?

A) Consent

B) Necessity

C) Self-defense

D) Frustration of contract

60. Under deceit, the plaintiff must prove that:

A) The defendant made a false statement knowingly or recklessly

B) The statement was made in a contract

C) There was physical harm

D) The plaintiff relied on a third party