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CHEMICAL ENGINEERING

Issues of the Nigerian legal system

Misrepresentation- Is a statement made by one party to the other, before or at the time of contracting with regard to some existing fact which is one of the causes inducing the other party to enter into the agreement and which proves to be untrue or inaccurate. This may be fraudulently, negligently or innocently made

Duress- This is actual or threatened interference with the personal liberty or safety of one of the parties to a contract. The presence of duress enables the party affected to repudiate the contract

Undue Influence- Represents coercion not by violence or threats of violence as duress, but coercion by mental moral or psychological persuasion

Mistake- A party cannot repudiate a contract by merely claiming that he entered into it by mistake. Mistake referred to here is such that is so basic as to strike at the very root of a contract.

Frustration and Force Majure Clauses: By the doctrine of frustration, a contract is treated as discharged and at the end from the moment of occurrence of a frustrating event, which is entirely beyond the contemplation of the parties as at the time of entering into the agreement, and which may render one of the parties unable to perform his obligations through