



OSUN STATE UNIVERSITY, OSOGBO

COLLEGE OF LAW, IFETEDO CAMPUS

BACHELOR OF LAWS (LLB) – PART II

HARMATTAN SEMESTER EXAMINATION, 2021/2022 ACADEMIC SESSION

BUL 201 – LABOUR LAW I

TIME ALLOWED: 3 HOURS

B08

- INSTRUCTIONS:**
1. Answer any four questions.
  2. Make your handwriting legible.
  3. Credit will be given for logical and clear presentation of materials.
  4. Support your answers with statutory and judicial authorities.

1(a). 'Nigerian laws are largely a reflection of our colonial heritage. The main characteristics of the incursion of the colonial masters were the introduction of labour laws and policies which seemed largely designed to facilitate the commercial and economic objectives and interests of the colonial masters. Notwithstanding that the offence of criminal conspiracy as it affected trade unions had been abolished in England by the Conspiracy and Protection of Property Act as far back as 1875, Nigerian workers did not enjoy such protection until 1939 when the Trade Union Ordinance was enacted. Apart from statutes and laws regulating employment, common law has played and continues to play an important if not dominant role in regulating the relationship of master and servant or, as it is known in modern times, employer and employee.' **With the assistance of decided cases, who is an employee and who is an employer?**

(b). 'The courts have by themselves also developed rules which have become permanent features of the contract of employment. By these rules, certain obligations and rights are implied into contracts of employment in order to give such contract the required and necessary business efficacy.' **Discuss these obligations and rights of employees and employers.**

(c). 'In *Ifeta v. Shell* (2006) and similar decided cases, the Supreme Court established distinctive features of a contract of service and a contract for service.' **Highlight these distinctive features of a contract of service and a contract for service.**

2(a). 'The contract of employment may contain a term which stipulates that an employee, on the cessation of his present employment, will not set up on his own, or be employed by other employers, in the same line of business as that of his employer. But you are aware that at Common Law, all covenants in restraint of trade are *prima facie*, unenforceable. They are enforceable only if they are reasonable with reference to the interest of the parties concerned and the public.' **With the aid of decided cases, explain the things an employer who seeks to enforce a restrictive covenant must show to succeed in its claim in court against a violator?**

(b). 'In *Turner v. Sawdon* (1901), it was established by the court that an implied duty requires the employer to treat his employees with such consideration as would facilitate, and not obstruct or impede the employee's performance of his contractual duties.' **Clarify these implied duties of the employer aimed at facilitating smooth industrial relations.**

(c). It is a common adage that: "out of every twelve disciples, there must be a Judas". It goes without saying that out of twelve employers, there will be at least one of them who will not perform the required



implied duties. The employees of an employer in perpetual breach of these duties have approached you for advice on available remedies.

**Advise them.**

3(a). 'The Court of Appeal in *Orient Bank v. Bilante International Limited* [(1997) 8 NWLR 515] has held that there are five ingredients that must be present in a valid contract.' **List and discuss these ingredients.**

(b). What are the major ingredients of an employment contract?

(c). 'In Labour Law, some employees cannot just be laid off because their contract of service has statutory flavour.' **Identify this set of workers and explain what the court has been doing to respect this flavour.**

4(a). 'The Labour Act has laid down certain minimum conditions which must be in a standard contract of employment.' **Closely examine these conditions.**

(b). What are the effects of Employment Contract?

(c). 'The coercive nature of the contents of certain contracts, particularly contract of employment, makes it practically impossible for employees to vary the terms and conditions of such contracts bearing in mind the peculiar nature of their environment in relation to the high rate of unemployment situation in the country.' **Discuss.**

5(a). 'The doctrine of vicarious liability is one that fixes liability on the employer for the tortious act of the employee committed in the course of employment and causing injury to a third party, without any necessary element of fault on the part of the employer.' **With the aid of decided cases, explain this concept.**

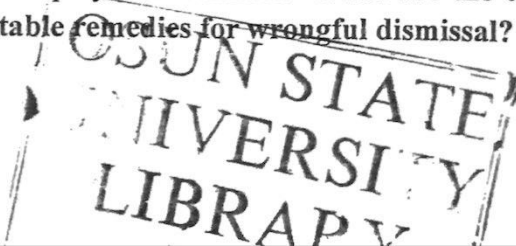
(b) 'However, before an employer will be held liable for the tort(s) committed by his employee as envisaged in 5(a) above, certain conditions must be satisfied.' **What are these conditions?**

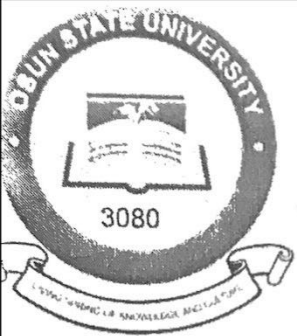
(c). 'In a vicarious liability situation, the rule is that the mere ownership of a vehicle does not itself impose any liability on the owner for the negligence of driving of others whom he permits the use of his vehicle. However, under certain circumstances, the law imposes vicarious liability on such an owner for the negligent use of his vehicle, irrespective of the existence of any contract of service between the owner and the driver.' **Identify and explain such circumstances.**

6(a). 'There are several ways by which a contract of employment may be determined.' **Discuss**

(b) 'In Labour Law, an employee who has committed a sufficiently fundamental breach of his contract can be dismissed summarily by his employer – in that case, there is an immediate disengagement or separation without notice; thus, the employee loses his entitlement to notice or payment in lieu thereof.' **What are the probable offences that may attract summary dismissal to an employee?**

(c). 'Wrongful dismissal is a termination of contract of employment in breach of the express or implied mode for the determination of employment contract.' **What are the things which make a dismissal wrongful? What are the equitable remedies for wrongful dismissal?**





**OSUN STATE UNIVERSITY, OSOGBO**  
**COLLEGE OF LAW, IFETEDO CAMPUS**  
**HARMATTAN SEMESTER LL.B EXAMINATION**  
**2019/2020 ACADEMIC SESSION**

**TIME: 3 HOURS**

**COURSE TITLE: LABOUR LAW I**  
**COURSE CODE: BUL 201**  
**ANSWER ANY FOUR QUESTIONS**

**Question 1:**

- a. "In modern time, the test for the relationship of master and servant is that of control." Do you agree?
- b. What do you understand by "Appointment with Statutory flavour"?

**Question 2:**

- a. Give the statutory definition of a Contract of Employment?
- b. Discuss extensively the four classes of contracts of Employment?
- c. Enumerate the origins of the present Nigerian Labour law?



**Question 3**

Explain the duties of the parties to a contract of Employment?

**Question 4**

- a. What do you understand by the term, Restraint of Trade?
- b. Under what circumstances can a contract of employment brought to an end?
- c. What are the tests, the court in the case of Marshall v. Harland & Wolf Ltd. (1972) 1 CR 101 @ 105 adopted to ascertain whether a contract has been frustrated or not?

**Question 5**

- a. A contract of employment is a species of the general law of contract. Discuss
- b. To what extent does the contract of service binds a child?

**Question 6**

Joy, who clocked 9 years old on the 16<sup>th</sup> August, 1983 took on an appointment with Diamond & Gold Company Ltd, Ifetedo on the 2<sup>nd</sup> day of January 2012 as a clerical officer. A week after her appointment, she asked for a letter of appointment which the company stated that by custom they do not give

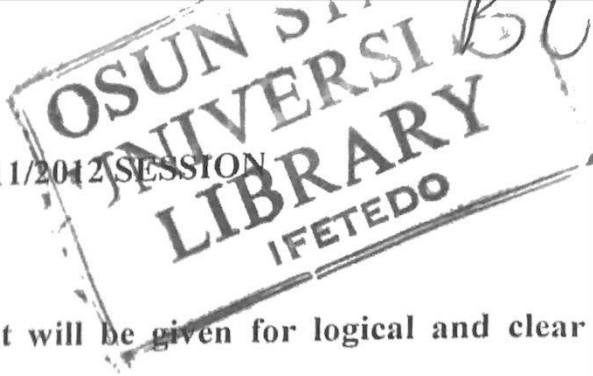
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appointment letter. The MD of the company states the duties and rights of Joy, and part of the duty is to clean the MD's office. A Few months after the resumption, the MD asked Joy out but she declined. This made the MD not to allow Joy to clean his office again, but her salary is being paid regularly. Joy complained that she should be given work for the salary being paid to her. This generated to a lot of controversy which made the MD to transfer Joy to a sister company at Ekute but Joy refused to go stating that if she has agreed to the offer of the MD, she won't have been transferred. Due to her refusal to go on transfer, her appointment was terminated by a month's notice. The company refused to pay her salary and other entitlement based on the above facts. The company argued that there is no valid contract between her and the company. Joy wishes to institute an action. Advise her appropriately and in your advise/answer state the remedies for the breach of contract of employment?

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HARMATTAN SEMESTER EXAMINATION 2011/2012 SESSION

BUL 201: LABOUR LAW I



**INSTRUCTION:** Answer any four questions. Credit will be given for logical and clear presentation of arguments.

**TIME: 2 HOURS 30 MINUTES**

**Question 1**

- A. What is contract of employment?
- B. Discuss the factors which guide the court in distinguishing between contract of service and contract for service.
- C. Explain the sources of labour law in Nigeria

**Question 2**

Discuss the duties and obligations of an employer under an employer-employee relationship?

**Question 3**

- A. Elukulaja, an indigene of Ifetedo, servant of "Aminu Furniture Work Enterprises" Ifetedo was paid N200 extra every month on the condition that he should not carry out any furniture work within Ifetedo after leaving his master's workshop. Due to failure to exercise reasonable skills, his master terminated his employment two months later. Elukulaja decided to work with Tantago Furniture Ltd. before he started his own furniture work at Ifetedo. Aminu Furniture Work Enterprises is seeking to sue Elukulaja for breach of contract and claim N50,000.00 as damages while Elukulaja has maintained that he has an inalienable right to establish his own business.

Advice both parties as to their respective rights and liabilities, if any.

- B. What are the statutory duties of the employer in respect of the employee's safety.

**Question 4**

- A. "Any public body charged with the power to employ staff must act within the statute creating it and with all other provisions governing its procedure for employment, dismissal or termination of its staff under the contract of service". Per Oputa J.S.C. in *Olaniyan & Ors v. University of Lagos* (1985) 2 NWLR (Pt. 9), 599. Do you agree with this assertion?

What difference would it make to your answer if:

- i. It is a written contract of employment



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ii. Contract for service under the government employment

- B. In the case of *Moor v Cock* (1889) 14 CP 64, Bowen L.J laid down guiding principles which the court may follow in deciding cases between the employer and employee. Explain these principles.

**Question 5**

- A. What do you understand by the word “probationary employment”?
- B. Distinguish Dismissal and Termination of employment?
- C. Under what circumstances can a contract of employment be brought to an end?

**Question 6**

- A. Discuss fully the fundamental Terms and Conditions of Employment?







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**OSUN STATE UNIVERSITY, OSOGBO**

**P. M. B. 4494, OSOGBO**

**COLLEGE OF LAW, IFETEDO CAMPUS**

**BACHELOR OF LAWS (LL.B.) - PART II**

**2012/2013 Harmattan Semester Examination**

**BUL 201- LABOUR LAW I**

**INSTRUCTIONS:** Answer Question 1 and any three other questions.  
Make your handwriting legible.  
Credit will be given for logical and clear presentation of answers.

**TIME ALLOWED: 2<sup>1/2</sup> Hours**

**Question 1**

Beauty Nifemi who clocked 9 years old on the 16<sup>th</sup> August, 1983 took on an appointment with Diamond & Gold Company Ltd, Ifetodo on the 2<sup>nd</sup> day of January 2012 as a clerical officer. A week after her appointment, she asked for a letter of appointment which the company stated that by custom they do not give appointment letter. The Managing Director of the company stated the duties and rights of Beauty Nifemi to her which part of the duty is to clean the Managing Director's office. Few months after resumption, the Managing Director asked Beauty Nifemi out but she declined. This made the Managing Director not to allow Beauty to clean his office again but her salary is being paid regularly. Beauty complained that she should be given work for the salary being paid to her. This generated to a lot of controversy which made the Managing Director to transfer Beauty to a sister company at Ekute but Beauty refused to go stating that if she has agreed to the offer of the Managing Director, she won't have been transferred. Due to her refusal to go on transfer, her appointment was terminated by a month's notice. The company refused to pay her salary and other entitlements based on the above facts and that there is no valid contract between them. Beauty Nifemi wishes to institute an action. Advise her appropriately. State the remedies for breach of contract of employment?

**Question 2**

1. "In modern times, the test for the relationship of master and servant is that of control." Explain
2. Explain "appointment with statutory flavour".

**Question 3**

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1. Give the statutory definition of a Contract of Employment.
2. Explain the four classes of contract of employment.
3. State the origins of the present Nigerian Labour law?

#### Question 4

Explain the duties of the parties to a contract of Employment.

#### Question 5

- a. Explain the term "restraint of trade.
- b. Under what circumstances may a contract of employment be brought to an end?
- c. What test did the court apply in the case of *Marshall v Harland & Wolf Ltd.* (1972) 1 CR 101 @ 105 to ascertain whether a contract has been frustrated or not?

#### Question 6

1. A contract of employment is a species of the general law of contract. Explain.
2. To what extent does a contract of service bind a child?





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COLLEGE OF LAW, IFETEDO CAMPUS

BACHELOR OF LAWS (LL.B) – PART II

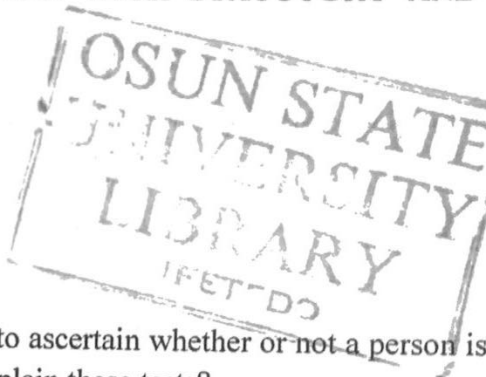
FIRST SEMESTER EXAMINATION, 2018/2019 ACADEMIC SESSION

BUL 201 – LABOUR LAW I

INSTRUCTIONS: ANSWER ANY FOUR QUESTIONS

LEGIBLE HANDWRITING AND LOGICAL EXPRESSION OF ANSWERS ARE IMPORTANT. SUPPORT YOUR ANSWERS WITH STATUTORY AND JUDICIAL AUTHORITIES.

TIME ALLOWED: 3 HOURS



Question 1

- a. The Courts have devised tests in order to ascertain whether or not a person is a servant or an independent contractor. State and explain these tests?
- b. Akin sue Ojo for damages for injuries suffered by him in a motor accident when travelling in a taxi cap along Ifetedo-Ondo road due to the negligence of Kunmi, the servant of Ojo. Ojo has earlier sold the vehicle to one Agbalagba on hire purchase who then employed Kunmi as his driver to use the vehicle as a taxi cap. He paid the driver's wages and received the proceeds of the taxi cap from the driver. Advise parties as to their rights.

Question 2:

- a. Give the statutory definition of a Contract of Employment?
- b. The nature of the contract of employment and the legal effects of the applicable law distinguishes the various types of contract of employment. With the aid of decided authorities, explain these classes of contract of employment in Nigeria.

Question 3

- a. A contract of employment is specie of the general law of contract. Consequently, the elements of a valid contract apply to a contract of employment. Discuss.

Question 4

- a. What do you understand by 'terms and conditions of employment'?

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- b. In commercial matters, the duty of the court is not to write a new agreement for parties but to interpret the agreement which the parties have entered into. How does court imply some terms in order to give the contract business efficacy?

Question 5

- a. In *Sule v. Nigerian Cotton Board* (1985) 5 NWLR (Pt.5) 17 Obaseki JSC remarked,

Both common law and statute law brook no disobedience of lawful order from any servant, high or low, big or small. Such conduct normally and usually attracts the penalty of summary dismissal.

Do you agree?

- b. Mutato Mutata was an employee of Mutex Dry Cleaning Service, Ifetedo. Mutato Mutata was transferred from Ifetedo to Olode and asked to vacate his quarters in Ifetedo. Mutato Mutata resumed work in Olode but obstinately refused to vacate the said quarters. Mutex is disturbed and he has contacted you. Advise him using decided authorities.

Question 6

- a. Under what circumstances can a contract of employment be brought to an end?
- b. Ojongbadi was a staff of Carmelo Industries Ltd., Ijaye Alonuhuntoro. Due to the abusive words used on Ojongbadi by the Managing Director of Carmelo, he gave a notice to resign his appointment. The notice was accepted and the company communicated to him in writing that 30<sup>th</sup> January, 2019 would be his last day of duty. Four days before the expiration of the notice Ojongbadi offered to withdraw the notice he gave, but his request was turned down. On the 30<sup>th</sup> January, 2019 Ojongbadi's employment was terminated by Carmelo Industries Ltd. Ojongbadi is contemplating instituting an action against the company. Advise him on the success or otherwise of the case in court.
- c. To what extent do contract of service binds a child?