

**NATIONAL INSTITUTE FOR LEGISLATIVE STUDIES/UNIVERSITY OF  
BENIN POSTGRADUATE PROGRAMME.**

**1<sup>ST</sup> SEMESTER EXAMINATION, 2014/2015 SESSION**

**COURSE CODE: GEC 805 (LABOUR LAW & INDUSTRIAL RELATIONS)**

**DATE: 6<sup>TH</sup> OCTOBER, 2015**

**TIME: TIME ALLOWED 3HOURS**

***Instructions: Answer any four (4) Questions. Note: orderly arrangement and good presentation of materials would be considered.***

1. How far has the curative method of trade disputes management been moderated by the preventive approach to disputes management in Nigeria.
2. “The obligation is fulfilled by the exercise of due care and skill. But the obligation is not fulfilled by entrusting its fulfillment to employees, even though selected with due care and skill. The obligation is three fold – the provision of competent staff of men, adequate materials, and a proper system and effective supervision. I think the whole course of authority constantly recognizes a duty which rests on the employer to take reasonable care for safety of his workmen...” Per Lord Wright in *Wilsons and Clyde Coal Co. Ltd v English* [1938] 3 ALL E.R. 628.

How far has case law served to fit the facts and the law on this score?

3. What remedies avail the following workers:-
  - (i) Peter and Paul who were, until recently, employees of ABC Company Ltd but whose appointment had been determined for no known justification, and
  - (ii) Ahmed and Jumal of Federal Ministry of Industrial Relations who were dismissed in disturbing circumstances.
4. At a workshop on ‘The Place of a Worker in a Developing Economy’, which took place recently at the Rockview Resort, Kano, Professor Audu, a social critic and an historian of international repute, had lamented to high heavens

that the main problem in the labour/management relations in Nigeria, is in identifying who a worker actually is. In his words “As to who is a worker, this questions is easier to ask than to answer, and easier to answer at a great extent. The labour leaders should act in league with the appropriate organ of government and the National Assembly for a statute clearly defining the term worker”.

5. (a) “Provided I pay my cook her wages regularly, she would not complain if I choose to take any or all of my meals outside”. Per Asquith L. J. in *Collier v Sunday Referee Publishing Co. Ltd.* [1940] 2 KB 647.

How far has modernity and perhaps, some exceptions moderated this otherwise rigid posture of common law?

(b) Why is the distinction between a contract of service and a contract for services?

6. “The decision in *Innocent Okafor & Anor v Johnson Okitiakpe* [1963] 2 S.C. 49, is clearly against settled authorities that for an employer to be liable, a worker must be acting within the general act for which he is engaged” – Emiola A., *Nigerian Labour Law* (Ibadan, University Press, 1982) p. 173. Examine the veracity of this assertion against the background of the Supreme Court of Nigeria decision in *Jamakam Transport Ltd. V Madam Wulemotu Abeke* (1963) 1 ALL NLR 180.