



NATIONAL OPEN UNIVERSITY OF NIGERIA
FACULTY OF LAW, DEPARTMENT OF COMMERCIAL LAW
Plot 91, Cadastral Zone, Nnamdi Azikiwe Express Way, Jabi – Abuja
2022_2 Examination

COURSE CODE: CLL231

COURSE TITLE LABOUR LAW I

CREDIT UNITS: 4

INSTRUCTIONS:

- (a) Indicate your Matriculation Number clearly
- (b) Attempt Question one (1) and any other three (3) questions
- (c) Question one (1) is compulsory and carries 25 marks; while the other questions carry 15 marks each.
- (d) Using appropriate statutory and judicial authorities, present all your points in a straightforward, coherent and orderly manner.

TIME ALLOWED: 3 Hours

QUESTION 1

- (a) Apart from the three-fold tests for determining the nature of an employment relationship, with the aid of a judicial authority state other five factors which the courts have considered as having some bearing in this connection. (7 marks)
- (b) With the help of judicial and statutory authorities, identify the specific cases where the obligation of the employer to pay salaries may be sidestepped without legal consequences. (8 marks)
- (c) With the help of judicial authorities, discuss sections 65 and 66 of the Labour Act 2004 in the context of the statutory duty of the employer to provide work. (10 marks)

QUESTION 2

Undertake a carefully guided historical excursion to bring out clearly the inextricable connection between the chronicles and the sources of Nigerian labour law. (15 marks)

QUESTION 3

- (a) Evaluate the statement of Lord Wright in *Wilson and Clyde Coal Co Ltd v English* (1938) AC 57 at 80 against the vicarious duty imposed on the employer or master. (10 marks)
- (b) With the aid of a decided case, list the four indicia by which the control test is best known. (5 marks)

QUESTION 4

- (a) There is a school of thought that the duty of obedience is not sacrosanct and thus must be expressly evidenced in the employee's contract. This is because the employment relationship

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is a creation of contract freely entered into by the parties. This school hinged its position on the statement of George Jessel that “men of full age and competent understanding shall have the utmost liberty of contracting and their contracts when entered into freely and voluntarily shall be sacred and shall be enforced by the courts of justice.” Critically examine this position. (10 marks)

- (b) With the help of a decided case, list what an employer must show to enforce a covenant restraint of trade in a contract of employment. (5 marks)

QUESTION 5

“The major effect of a contract of service is that from the date of the commencement of the contract which is usually expressly stated in the letters of appointment given to the employee, the employee is bound by the terms and conditions of service consented to by him.” Appraise this statement in the context of payment of wages and area of services as vital elements common to most categories of employment. (15 marks)

QUESTION 6

- (a) Using relevant judicial authorities, define accident in the context of labour law. (10 marks)
(b) Write a short note on the concept of “volenti non fit injuria.” (5 marks)