

COLLEGE OF LAW
BOWEN UNIVERSITY, IWO, OSUN STATE
2023/2024 SESSION, SECOND SEMESTER EXAMINATION
COURSE CODE: PIL 212
COURSE TITLE: LABOUR LAW II
ATTEMPT 4 QUESTIONS IN ALL, TWO FROM EACH SECTION
Each question carries 17^{1/2} Marks

SECTION A

1. The Nigeria Union of Fish Farmers invited you to its 30th General to speak on the topic, *Mechanisms for the Resolution of Trade Disputes in Nigerian Labour Jurisprudence*. Write the text of your presentation.
2. Akpan Nig. Ltd and Efurun Enterprises share the same business premises. A dispute broke out between the two organisations on payment of electricity bill. With your knowledge of labour law, **advise John your classmate, as to whether or not there is a trade dispute between the parties.**
3. Joseph, a third year Student of Sociology who is your roommate, attended a lecture hosted by the Institute of Labour Studies, where one of the discussants remarked that, *"Collective bargaining is a veritable tool for the settlement of disputes in employment relations. After serious bargaining, the party sometimes, will have an agreement known as collective agreement which is only binding in honour."* Joseph is confused and needs clarification. Educate Joseph on the nature, and prerequisites for effective collective bargaining as well as the enforceability of collective agreement under Nigerian law.

SECTION B

4. Redundancy is considered as the involuntary and permanent loss of employment caused by excess manpower. It may be due to causes beyond the control of the employer such as technological advancement, acquisition of a company, or even restructuring. In light of the above, with the aid of judicial authorities, discuss the nature of redundancy and procedures for discharge of employment on grounds of redundancy under Nigerian Labour law.

5. (a) Mr Johnson, a musician, was in the services of Barnetts Instruments Ltd exclusively for five years. The company was given the right to dictate where and when the musician was to make music recordings. The remuneration for his services was grossly inadequate, compared to what the plaintiff was to get out of the contract. The company was assigned the full copyright of all the compositions and recordings of the musician and also was entitled to the sole right of production, reproduction, use and performance of the musician's works, throughout the world. The musician was, during the currency of the agreement, prohibited from rendering any performance whatsoever to any other company or group of persons. The company reserved the right to terminate the contract in the event of the musician's illness or involvement in an accident, if it made him incapable of performing. As a student of Labour Law, identify the issues in the above narration, and advise Mr Johnson, supporting your advice with judicial authorities and legal principles.

(b) Write short notes on the following:

- (i) Volenti non fit injuria; and
- (ii) Contributory negligence

6 (a) Mr Arnold was appointed by Mr Kaaki, a Managing Director in his workplace, to repair some lighting fixtures within the premises of their company. While repairing the fixtures, Mr Arnold died due to lightening shock. The widow as well as two teenage children of the deceased are aggrieved and need your advice on whether or not the employer of their breadwinner is liable to pay compensation to them. With the aid of statutory authorities, advise your clients.

(b) The judgments of the National Industrial Court of Nigeria could be appealed only in some special cases. Discuss