

CONCEPT OF LAW

- **Definition:** Although no universal definition, nevertheless it can be defined as “A body of rules of conduct of binding legal force and effect, prescribed, recognized, and enforced by controlling authority”.
- **Sources of law:**
 - (a) Customary law
 - (b) Legislation
 - (c) Case – law.

- **Customary law:** They are the rules, norms, ethics, customs, traditions, social principles, codes and tenets practiced in a society and are enforced by authorities to bring the conducts of the citizens into a control.
- **Legislation:** These are the orders and regulations, edicts, acts, statutes, decrees, bye – laws, legislated by the parliament or the appropriate law – making bodies.
- **Case – law:** These are the rules and the precedents of law handed down by the higher courts, which are binding on the lower courts. **Examples** are: common law and Codes of Guidance and other Official Advice.

- **Common law:** They are laws that are developed from common customs and the decisions of judges of higher courts rather than the laws made by the parliament.
Examples : (a) rules relating to the formalities to enter a legally binding contract (b) principles of the law of negligence.
- **Codes of Guidance and other Official Advice:** Other than the statute - laws and the case laws, there are other rules of practice found in the a variety of Codes of Guidance issued by the appropriate government or the professional bodies, that are applicable only to the concerned area, trade or profession.

Distinction between Civil law and Criminal law

- **Civil law:** Civil law is the system of law concerned with private relations (between members of a community) that are not criminal, military, or religious. It's distinct from criminal or public law and common-law.
- It delineates private rights, duties and remedies, and govern disputes between individuals in areas such as contracts, property, and family law;
- civil proceedings are taken for the purpose of obtaining compensation for injury,

- **Criminal Law Or Penal Law:** is the body of law that relates to crime.
- It regulates social conduct and proscribes whatever is threatening, harmful, or otherwise endangering to the property, health, safety, and moral welfare of people.
- Criminal law varies according to jurisdiction, and differs from civil law, where emphasis is more on dispute resolution and victim compensation than on punishment.

- **Civil Action:** *A lawsuit brought to enforce, redress, or protect rights of private litigants—the plaintiffs and the defendants.*
- **Examples of civil actions** are: claims for debt, for damages arising from motor vehicle accidents, divorces, adoptions, matrimonial property actions, foreclosures, and administration of estates following a death.
- The persons involved in a civil action are called the parties.

- **Criminal Action:** This is the procedure by which a person accused of committing a crime is charged, brought to trial, and judged.
- The main part of a criminal action is the trial in which the innocence or guilt of the accused is determined.
- If the defendant is not found guilty, he or she will be acquitted of the charges; but if found guilty, a suitable punishment, such as a fine, imprisonment, or even a death sentence, will be imposed depending upon the punishment provided in the statute under which he or she was prosecuted.

CATEGORIES OF COURTS IN NIGERIA

- Supreme Court
- Court of Appeal
- Federal High Court
- High Court of the Federal Capital Territory
- High Court of a State
- Sharia and Customary Court of Appeal of the Federal Capital Territory
- Sharia and Customary Court of Appeal of a State

Supreme Court: This is the highest in the hierarchy of courts in Nigeria. Section 232(1) of CFRN 1999 provides for the establishment of the Supreme Court.

- The composition consists of the Chief Justice of Nigeria and such number of justice not exceeding twenty-one (21) as may be prescribed by an Act of the National Assembly.
- Chief Justice of Nigeria and other Justice of the Supreme Court are appointed by the President of the Federal Republic of Nigeria on the recommendation of National Judicial Council subject to confirmation of such appointment by the senate

Jurisdiction: Simply means the right of a court to use an official power to make legal decisions

The Supreme Court has both **original** and **appellate** jurisdiction.

(a)Original Jurisdiction: Section 232(1) of 1999 CFRN provides that the Supreme Court shall to the exclusion of any other court have original jurisdiction in any dispute between:

- Federation and a State,
- Between States,

• **Additional original Jurisdiction**

The Supreme Court also have original jurisdiction conferred on it to the exclusion of other courts by Section 232(1) in disputes between:

- (a) National Assembly and the President
- (b) National Assembly and any State House of Assembly
- (c) National Assembly and a State of the Federation.

• **Appellate Jurisdiction:** An appellate-court is a court in which people appeal against the decisions made in other courts of law. An appellate court derives its jurisdiction from the statute creating it.

Exclusive Jurisdiction of the Supreme Court over appeals from the Court of appeal:

- The constitution provides that no any other court of Law in Nigeria has power/authority to hear and determine appeals from the Court of Appeal, only the Supreme Court has the exclusive jurisdiction. The decision/judgment of the Supreme Court is final and appeal lies to nowhere.

The constitution of the Supreme Court

- Supreme Court shall be properly constituted if it consists of not less than five (5) justice of S.C. However, the Supreme Court shall be duly constituted by seven (7) justice.
- Such instances include the following:
 - (i) Interpretation of Constitution
 - (ii) A question whether any of the provisions relating to fundamental human rights has been, is being or is likely to be contravened, or
 - (iii) The exercise of its original jurisdiction .

• Occasions where the Supreme Court can set aside its decision in certain circumstances. Such cases are as follows:

- (i) If the judgment is obtained by fraud
- (ii) If the judgment is a nullity such as when the court itself was not competent
- (iii) If the court is misled into giving judgment under a mistaken belief that the parties had consented to it,
- (iv) If the judgment is given in the absence of jurisdiction

COURT OF APPEAL:

Court of Appeal (CA) is next to the Supreme Court in the hierarchy of Nigeria Court System.

Composition of Appeal Court:

- It consists of a President of the Court of Appeal,
- Justice of the Court of Appeal not less than forty-nine (49) in number. Three of which shall be learned in Islamic Personal Law and three others learned in Customary Law.
- The President of the Court of Appeal is appointed by the President of Federal Republic of Nigeria based on the recommendation of the National Judicial Council subject to the confirmation of the Senate.

Jurisdiction of Court of Appeal

- **Original Jurisdiction:**

Section 239 of the 1999 CFRN provides for the original jurisdiction of the Court of Appeal in respect of the following matters:

(i) Whether any person has been validly elected to the office of the President or Vice President.

(ii) Whether the term of the office of the President or Vice President has ceased or

(iii) whether the office of the President or Vice President has become vacant

Appellate Jurisdiction

Section 240 of CFRN provides that the Court of Appeal shall have appellate jurisdiction to the exclusion of any other court of law in Nigeria to hear:

- appeals from the Federal High Court,
- State High Courts including FCT, and
- other Lower Courts.

The constitution of Court of Appeal

- The Court shall be duly constituted if it consists of not less than three (3) justice of Court of Appeal.
- However, it could be more than three (3) justice depending on the nature and circumstances of the appeal or the matter before the court.
- And Section 248 of the 1999 CFRN empowers the President of the CA to make rules for regulating practice and procedure of the court of Appeal.

FEDERAL HIGH COURT

- Federal High Court was established by Section 249(1) of the 1999 CFRN and consists of a Chief Judge and such number of Judges as may be prescribed by an Act of the National Assembly.
- The Chief Judge and other Judges of the Federal High Court are appointed by Mr. President on the recommendation of National Judicial Council subject to the confirmation of the Chief Judge only.
- Jurisdiction of the FHC covers the entire country.

Jurisdiction of FHC

FHC has both **executive** and **Concurrent** jurisdiction

(a) The Exclusive Jurisdiction of FHC according to Section 251(1) of the 1999 CFRN covers the following matters:
(i) Revenue of Government, (ii) Taxation, (iii) Custom and excise, (iv) Banking and Fiscal Measures, (v) Operation of CRMA, (vi) Copyright, Trade mark, patent and designs, (vii) Admiralty, (viii) Diplomatic, Consular of trade representatives, (ix) Citizenship

Continuation of the Exclusive Jurisdiction of FHC:

(x) Bankruptcy and insolvency, (xi) Aviation and safety of aircraft, (xii) Arms and ammunition, (xiii) Drugs and poisons, (xiv) Mines and Minerals (xv) Weights and measures, (xvi) Administration and management of any government agency e.t.c; (xvii) Interpretation of constitution as it affects the Federal Government and its agencies, (xviii) Action for declaration or injunction against the Federal Government and its agencies And any other jurisdiction conferred by the National Assembly.

FHC concurrent jurisdiction with the State High Court in respect of the following:

- (a) Enforcement of fundamental human rights.
- (b) Reference of questions as to interpretation of constitution.

Federal High Court and the State High Court have concurrent jurisdiction in respect of the enforcement of Federal High Court.

The Federal High Court has in the followings matters:

- (a) Decisions of Appeal Commissioners established under companies Income Tax Act and the Personal Income Tax Act.
 - (b) Decisions of the Customs, Immigration and Prison Services Board.
 - (c) Decisions of Magistrates' Courts in respect of matters transferred to such courts in pursuant to the Act.
 - (d) Decisions on any other body established by or under any Federal enactment of law in respect of matters concerning which jurisdiction is conferred by the Act.
- The FHC is duly constituted by one judge.

The States High Court And The Federal Capital Territory, Abuja

- The State High Court is established for each state of the Federation by Section 270(1) of 1999 CFRN and consists of a Chief Judge of the state and such number of judges as may be prescribed by the House of Assembly of the State.
- Their appointment is made by the Governor on the recommendation of National Judicial Council. The jurisdiction of the State High Court is provided for in Section 272(1) as follows:
- “The High Court of a State shall have **jurisdiction to hear and determine any civil proceeding** in which the existence or extent of a legal right, power, duty, liability, privilege, interest, obligation or claim is in issue”.
- “The **jurisdiction conferred on the State High Court by Section 272(1) covers original, appellate as well as supervisory jurisdiction**”.
- A High Court of a State shall be duly constituted if it consists of at least one judge of that court.

The general jurisdiction of the High Court is limited by the following provisions:

- (a) Exclusive jurisdiction of Federal High Court in Section 251(1)
- (b) The jurisdiction of the Sharia Court of Appeal in matters of Islamic Personal Law in Section 277.
- (c) The jurisdiction of the Customary Court of Appeal in respect of Customary Law in Section 282.
- Both the Federal High Court and State High Court perform concurrent jurisdiction in respect of two matters: (a) Enforcement of Fundamental Human Rights. (b) Reference of questions as to interpretation or application of the constitution.

INDUSTRIAL LAW, INDUSTRIAL SAFETY LAWS AND LABOUR RELATIONS.

- **Factory Act**

"An act to provide for the registration, etc. of factories; to provide for factory workers and a wider spectrum of workers and other professionals exposed to occupational hazards, but for whom no adequate provisions had been formerly made; to make adequate provisions regarding the safety of workers to which the Act applies and to impose penalties for any breach of its provisions."

- **The relevant portion of the Act**

"the health, safety and welfare of persons employed to work in factories, offices or other premises or in inter-state transportation and commerce including the training, supervision and qualification of such persons."

- **“Factory”** means any premises in which or within which, or within the close or curtilage or precincts of which one person is, or more persons are, employed in any process for or incidental to any of the following purposes, namely:- the making of any article or part of any article; the altering, preparing ornamenting, finishing, cleaning, or washing, or breaking-up or demolition of any article; or the adapting for sale of any article.
- Health and Safety at Work Act (HASAWA) provides the safety codes for the protection of workers in a common law jurisdiction.

Features of HASAWA are :

- It seeks to secure the health, safety and welfare of all persons at work as well as other persons who may be at risk as a result of activities at work.
- Employers have to provide and maintain plants and systems that are as far as reasonably practicable safe, they have to ensure they have safe methods of handling, storing and transporting materials and also provide adequate induction, training and supervision in those methods.
- Employers have to keep revised a written safety policy statement showing the arrangement and organization of their safety procedures. These rules and procedures must of course be brought to the notice of all employees.

- Employees are also required by law to cooperate in meeting statutory requirements and must not interfere with or misuse materials provided to secure health safety and welfare.
- Employees have safety representatives often from the Unions who are aware of the legal requirements of HASAWA and who help to coordinate cooperation between employer and employees, assess the effectiveness of measures taken and bring to the employer's notice unsafe conditions or practices.
- The Commission set up by HASWA is empowered to make health and safety regulations or codes of practice for most industries. Failure to observe any provision or code of practice may render an employer liable to prosecution.

Nigerian Labour Law

- The Labour law defines the rights and obligations of labour, and regulating most aspects of the relationship between the employer and labour.

Minimum Obligations of an Employer under Nigerian Law

1. Obligation to Pay Wages

The obligation of an employer to pay the wages of an employee is usually the primary basis upon which the latter offers services to the former.

- The Labour Act provides: (a) that the wages of a worker shall in all contracts be made payable in legal tender and not otherwise.

(b) that an employer shall give to his employee (not later than 3 months after the commencement of employment) a written statement, specifying, among other things, the rate of wages; the method of calculation, the manner of payment and the periodicity of payment.

Section 7(6) of the Labour Act discountenances the need for a written statement where this particular has already been specified in a written contract.

- Section 15 of the Labour Act provides that wages shall become due and payable at the end of each period for which the contract is expressed to subsist, that is, daily, weekly, or at such other period as may be agreed upon; provided that where the period is more than one month, the wages shall become due and payable at intervals not exceeding one month.

Exemptions to National Minimum Wage Act:

- An establishment in which less than fifty (50) workers are employed;
- An establishment in which workers are employed on a part time basis (part time work is defined by the Act as “work of a duration of less than forty (40) hours per week”);
- An establishment at which workers are paid on commission or on piece rate basis;
- Workers in seasonal employment;
- Any person employed in a vessel or aircraft to which the laws regulating merchant shipping or civil aviation apply.

Obligation to Provide Written Contract Of Employment

- Section 7 (1) of the Labour Act mandates that an employer provide the employee with a written contract of employment specifying the particulars of employment not later than 3 months after the beginning of the employee's period of employment with the employer.
- The essential clauses of the employment contract include;
- i) The name of the employer or group of employers, and where appropriate, of the undertaking by which the employee is employed;
- ii) The name and address of the employee and the place of his engagement;
- iii) The nature of the employment;
- iv) If the contract is of fixed term, the date when the contract expires;

- v) The appropriate period of notice to be given to the party wishing to terminate the contract, due regard being had to section 11 of the Act (section 11 deals with the termination of contracts by notice, and it is later treated in the body of this opinion);
- vi) The rates of wages and method of calculation thereof and the manner and periodicity of payment of wages;
- vii) Any terms and conditions relating to – Hours of work; or Holidays and holiday pay; or Incapacity for work due to sickness or injury, including any provision for sick pay; and
- viii) Any special conditions of contract. Section 7(2) further provides that where there is a change in the terms of the written contract of employment, the employer is mandated to inform the employee not later than one month after the said change and a copy of the written contract of employment as altered must be made available to the employee.

Obligation to Conduct Medical Examination of Employees

- Section 8 of the Labour Act provides that every employee who enters into a contract shall be medically examined by a registered medical practitioner at the expense of the employer;
- but an exemption can be granted from this requirement by an order made by the State Authority (means the Governor or Administrator of a State) where the contract is for employment in agricultural undertakings not employing more than a limited number of workers, or where the employment is in the vicinity of the workers' homes in agricultural work or non – agricultural work which the State Authority is satisfied is not of a dangerous character.

Termination of Contract of Employment

- The Labour Act provides for the termination of contracts in three (3) ways, namely:
 - i) By the expiry of the period for which it was made;
 - ii) By the death of the employee before the expiry of that period;
 - iii) By notice in accordance with section 11 of the Act, or in any other way in which a contract is legally terminable or held to be terminated.

Section 11 of the Act provides that either party to a contract of employment may terminate the contract on the expiration of notice given by him to the other party of his intention to do so.

- **Period of Notice to be given for the purposes of this provision are as follow:**
 - i) One day, where the contract has continued for three months or less;
 - ii) One week, where the contract had continued for more than three months but less than two years;
 - iii) Two weeks, where the contract has continued for a period of two years but less than five years;
 - iv) One month, where the contract had continued for five years or more.
- It is noted that Section 11(3) provides that any notice for a period exceeding one week shall be in writing.
- Section 11(5) provides that nothing in the section with regards to Notice shall affect the right of either party to a contract to treat the contract as terminable without notice by reason of such conduct by the other party as would have enabled him to treat it before the making of this Act.

- Subsection 6 of the Act provides that nothing shall prevent either party from waiving his right to notice or from accepting payment in lieu of notice.
- The Act also provides that all wages payable in money shall be paid on or before the expiry of any period of notice; and in the calculation of a payment in lieu of notice
- The Act provides that it is only that part of the wages which a worker receives in money, exclusive of overtime and other allowances that shall be taken into account.

Obligations with Regards Work Hours

- Section 13 of the Labour Act provides that normal hours of work in any contract of employment shall be those fixed;
 - i) By mutual agreement;
 - ii) By collective bargaining within the organisation or industry concerned; or
 - iii) By an industrial wages board (established by or under an enactment providing for the establishment of such boards) where there is no machinery for collective bargaining.

Overtime: It is defined under the Act as hours which an employee is required to work in excess of the normal hours fixed (by mutual agreement, by collective bargaining, or by an industrial wages board).

- The Act does not state the rate of calculation of overtime pay, but the practice is to calculate on an hourly rate.
- Section 13(3) of the Act further provides that where an employee is at work for a period of six (6) hours or more a day, his work shall be interrupted (to the extent which is necessary, having regard to its character and duration and to the working conditions in general).
- Rest interval is defined to mean an interruption of work of which the length is fixed beforehand and during which the employee is free to dispose of his time and not required to remain at the place of work) of not less than one hour on the aggregate.

- The interruption of work stated above, may however not be possible where unforeseen circumstances render them necessary (unforeseen circumstances are not defined or listed in the Act, this leaves the category of what makes up unforeseen circumstances open ended and capable of manipulation by an employer).
- Furthermore, where it is found unavoidable in view of the nature of the work and the working conditions in general, time off for a meal at the worksite or in the immediate vicinity may be substituted for the rest interval.
- Section 13(7) of the Act provides that in every period of seven (7) days, an employee shall be entitled to one day of rest which shall not be less than 24 consecutive hours.

Provision by the Act for any reduction in the weekly rest period:

- i) Corresponding time off from work shall be allowed as soon as is possible (and this shall not be later than fourteen (14) days thereafter); or
- ii) Wages at overtime rates shall be paid in lieu thereof.

Obligations with Regards Pregnant Employees

- The Labour Act provides in section 54 that in any public or private industrial or commercial undertaking or in any branch thereof, or in any agricultural undertaking or any branch thereof, a woman:
 - i) shall have the right to leave her work if she produces a medical certificate given by a registered medical practitioner stating that her confinement will probably take place within six (6) weeks;
 - ii) shall not be permitted to work during the six (6) weeks following her confinement;

iii) if she is absent from work pursuant to paragraphs (i) and (ii) above and already a member of that establishment for a period of six (6) months or more immediately prior to her absence, she shall be paid not less than fifty percent (50%) of the wages she would have earned if she had not been absent previously; and

iv) shall where she is nursing a child, be allowed half an hour (30 minutes) twice a day during her working hours for that purpose.

- Furthermore, Section 54(4) provides that, a woman that is absent from work as a result of the six (6) week confinement period or more as a result of illness certified by a registered medical practitioner due to pregnancy and renders her unfit for work, shall not attract dismissal, until her absence has exceeded such a period.

Prohibition of Night Work for Women

The Labour Act in Section 55 prohibits the employment of women for night work in a public or private industrial undertaking or in any of its branches, or any agricultural undertaking or any of its branches.

- The word “**Night**” for the purposes of this section is defined to mean:
 - i) with respect to industrial undertakings, a period of at least eleven (11) consecutive hours, including the interval between ten o’ clock in the evening and five o’ clock in the morning; and
 - ii) with respect to agricultural undertakings, a period of at least nine consecutive hours including the interval between nine o’ clock in the evening and four o’ clock in the morning.

- **Prohibition of employment of women for night work** does not extend to women employed as nurses in any public or private industry and management officers who are not ordinarily engaged in manual labour.

- **Obligations to Members of Trade Unions**

The phrase “**Trade Union**” is defined in Section 1 of the Trade Unions to mean any combination of workers or employers, whether temporary or permanent, to regulate the terms and conditions of employment of workers, including provision of benefits for its members. whether it be in accordance to the Act or not.

- membership of a trade union by employees shall be voluntary and no employee shall be forced to join any trade union or be victimised for refusing to join or remain a member.

- Trade Unions (Amendment) Act is supported by section 9(6)(a) of the Labour Act which provides that, no contract of employment shall make it a condition that an employee shall or shall not join a trade union or shall or shall not relinquish membership of a trade union.
- Furthermore, section 9(6)(b) of the Labour Act provides that no contract of employment shall cause the dismissal of, or otherwise prejudice an employee;
 - i) By reason of trade union membership; or
 - ii) Because of trade union activities outside working hours or, with the consent of the employer, within working hours; or
 - iii) By reason of the fact that he has lost or been deprived of membership of a trade union or has refused or been unable to become, or for any other reason is not, a member of a trade union.

- For employees who are not under the purview of the Act, it appears that an obligation to provide work may only be deduced from the terms of their contract of employment.
- The Supreme Court held that If the contract of employment stipulates that an employee should be found a job after re-organization, the court will enforce such contractual term .
- For the court to assume jurisdiction to review the decision of the company to redeploy an employee within its organization in the absence of contractual term to guide it, will be an unwarranted interference with the freedom of contract, the affairs of the company and also an exercise for which the court is ill-suited.

Obligation in cases of Redundancy

- The Labour Act defines **redundancy** as the involuntary and permanent loss of employment caused by excess manpower.
- The Act places an obligation upon the employer to inform the workers union of the reason for and anticipated extent of the redundancy;
- The employer should operate the principle of ‘last-in’ ‘first out’ (subject to relative merit) and use best efforts to negotiate redundancy payments to employees who are not protected by regulations made under the Act for compulsory redundancy payments.

Obligation to Provide Safe System of Work

- The Labour Act places a qualified obligation upon an employer to provide a safe system of work i.e. to carry out his operations in a manner that complies with safety regulations
- Sections 66 and 67 of the Act provide for the creation of Labour Health Areas and the matters in such areas for which regulations can be made. Labour Health Areas are areas designated as such due to their remoteness from modern amenities like medical facilities; water and communications. The matters for which regulations can be made include the provision of sanitary arrangements; supply of water, food and fuel; medical examination of workers; measures to be taken to check spread of infectious diseases; establishment of proper hospitals and employment of qualified medical personnel.

Obligation to Provide Transport in Certain Circumstances

- Section 14 of the Labour Act provides that where an employee is required to travel sixteen kilometres or more from his normal place of work to another worksite he shall be entitled to free transport or an allowance in lieu thereof.
- Where free transport is provided in the form of a vessel or vehicle, it is mandatory of the employer under the Act to ensure that the vessel or vehicle is suitable, is in good sanitary condition and is not overcrowded.
- Subsection 5 of section 55 of the Labour Act does provide also that the Minister charged with Labour may by an order exclude from the prohibition of night work for women, women covered by a collective agreement in force which permits night work for women. However, before making any such order, the Minister must satisfy himself that adequate provision exists for the transportation and protection of the women concerned.

Obligation to Grant Leave with Pay

- The Act provides in Section 18 that every employee shall be entitled after 12 months' continuous service to a holiday of; At least six (6) working days; or In the case of a person under the age of sixteen (16) years (including an apprentice), at least twelve (12) working days.
- The same section provides that the above stated holiday period shall be with full pay to the employee. However, an exception to the entitlement to a holiday after
- 12 month's continuous service is that such holiday can be deferred to a later date by agreement between the employee and employer provided that the holiday earning period shall not be increased beyond 24 months' continuous service.
- Subsection 3 of section 18 of the Act makes it unlawful for an employer to offer or pay wages to an employee in lieu of the holiday period mentioned in section 18 (1) above.

Obligation to Grant Sick Leave

- The Labour Act in section 16 makes it the obligation of the employer to grant an employee paid sick leave of up to twelve working days in one calendar year where absence from work is caused by a temporary illness certified by a registered medical practitioner.
- However, where the sickness is so serious and protracted as to frustrate the purpose or objects for which the employee was engaged, the contract may be discharged, and the employer absolved from further liabilities without prejudice to the earned entitlements before discharge,
- In calculating leave pay and sickness benefits, section 19 of the Labour Act provides that only that part of an employee's wages which he receives in money (excluding overtime and other allowance) shall be taken into consideration.

Employer's Pension Obligations

- The Pension Reform Act 2004 (“Pension Act”) was enacted for the establishment and attainment of a contributory pension scheme for employees in the Public and Private sector of the Nigerian economy.
- The Pension Act in Section 1 provides for the establishment in Nigeria, a Contributory Pension Scheme for payment of retirement benefits of employees to whom the Scheme applies. This includes Public Service of the Federation and the Private Sector, in the case of the Private Sector, employees who are in employment in an organisation in which there are 5 or more employees. One of the main objectives of the Scheme is to ensure that persons who have worked in either the Public or Private Sector receive their retirement benefits as and when due.
- Pension Commission is the body charged with the regulation, administration and supervision of the Scheme established under the Pension Act.

- The contribution for an employee shall be made relating to his monthly emoluments, for a private employer in the following manner:
 - i) A minimum of seven and a half percent by the employer, and
 - ii) A minimum of seven and a half percent by the employee.
- Section 9(2) goes further to state that an employer may agree to bear the full burden of the Scheme provided that in such case, the employer contributes not less than 15% of the monthly emoluments of the employer.
- Section 11 of the Pension Act provides that for the purpose of the Scheme, every employee shall maintain an account (retirement account) in his name with any pension fund administrator of his choice.
- Subsection 3 of section 11 mandates the employee to notify his employer of the pension fund administrator chosen and the identity of the retirement savings account opened.

LAW OF CONTRACT

- The law of contract is about the enforcement of promises. Not all promises are enforced by courts. To enforce a set of promises, or an agreement, courts look for the presence of certain elements. When these elements are present a court will find that the agreement is a contract.
- To say that we have a contract means that the parties have voluntarily assumed liabilities with regard to each other. The process of agreement begins with an offer. For a contract to be formed, this offer must be unconditionally accepted.
- **Contract** : “ A contract is an agreement which the law will enforce as affecting the legal rights and duties of the parties involved” (Sagey, Nigerian Law of contract).
- **Nikki Tobi** defines Contract as “ an agreement between two or more persons which creates in the parties reciprocal legal obligations to do or not to do particular things.”

Not all agreements are enforceable in law; for example social or domestic agreement

Classification of Contracts

- *Formal and simple Contract:* This contract involves written documents, signed by parties, sealed. It does not necessarily involve consideration once it is signed and sealed except they agree on consideration. Example giving an equipment or possession free of charge to another party there is need to be a complete agreement with seal.

Simple contract: example a contract between a book seller and the buyer.

- *Express or Implied contract:* The terms of an express contract are clearly stated by the parties either in writing or orally, e.g a person going to a destination and when gets to motor park enters without questions into the bus going to where he intends to go; and the driver collects the fare. Buying things through a vending machine; also at the supply of an article, having received it you are paying.

Bilateral and unilateral contracts

- ***Bilateral contract*** is an exchange of promises, though the promises may still remain unperformed. When the promises are yet to be performed the consideration involved is also said to be executory i.e. futuristic.
- ***Unilateral contract*** consists of actual performance of an act in return for a promise e.g 'will you go to Benin on my behalf; the person making this request does not need a letter of acceptance to go, all he needed is action and eventual evidence to show the other party has gone and come. It could be a promise for a particular obligation (offer) made by someone to the whole world.

A statement of intention

- In this instance, one party states that he intends to do something. This differs from an offer in that he is not stating that he will do something. The case of *Harris v Nickerson* (1873) illustrates this point. The auctioneer's advertisement was a statement that he intended to sell certain items; it was not an offer that he would sell the items.

A supply of information

- In this instance, one party provides information to another party. He supplies the information to enlighten the other party. The statement is not intended to be acted upon. See *Harvey v Facey* (1893) where one party telegraphed, in response to the query of the other, what the lowest price was that he would accept for his property.

Formation of Contract

A contract is valid if and only if it has the following elements:

- a) Offer,
- b) Acceptance,
- c) Consideration, and
- d) Intention to enter into legal relations.

A. Offer

An offer is an expression of willingness to contract on certain terms. It must be made with the intention that it will become binding upon acceptance.

- An offer could be defined as “a definite undertaking or promise made by one party with the intention that it shall become binding on the party making it as soon as it is accepted by the party to whom it is addressed”. It is a definite proposal made by someone and the intention accepted by another.
- The person making the offer is called offeror, while the person to whom it is made is called the offeree. An offer could be made expressly or impliedly.

An Invitation to Treat: While an offer is a definite clear and final declaration of a contracting party’s intention to be bound based on certain terms, an **invitation to treat** is not “an offer but a **mere offer to receive offers**, an **offer to negotiate** or “**an offer to chaffer**”. An invitation to negotiate or enter into some dialogue with people to make offer through the submission of tender.

The following transactions illustrate an invitation treat:

- a) *Auctions*: The request of an auctioneer for a bid is not an offer but an invitation to a treat.
- b) *Display of Goods in a shop*: When a shop owner displays goods in a self – service shop, a supermarket, or shop window, he does not thereby offer the goods for sale, but inviting the public to come and offers. It is when you are interested in buying that you make an offer to the buyer.
- c) *Advertisement of Goods in Catalogue*: Goods that are showcased in catalogues for buyers to see is an invitation to treat.
- d) *Invitation to tender*: This is a mere invitation of offers, and the tender that is submitted is the offer that the advertiser is free to accept or reject.

- e) *Buses, taxi and trains:* The passenger's entry into a bus is the acceptance of the offer that the bus or taxi driver made when he stopped at the bus stop.
- f) *Invitation to subscribe shares in a public company:* The potential subscriber makes the offer that the issuer is free to accept or reject. Otherwise the issuer would be bound to sell to every one who had applied for shares in the company, irrespective of the number of shares available for sale or subscription.

Communication of the offer

- To be effective an offer must be communicated for the offerer and the offeror to have detail knowledge of the offer because there can be no agreement without knowledge. There can be no 'meeting of the minds' if one mind is unaware of the other. Stated another way, an acceptance cannot 'mirror' an offer if the acceptance is made in ignorance of the offer

Acceptance of the offer

- Acceptance to the offer is the final expression of assent to the terms of the offer. For a contract to be formed, there must be an acceptance of the offer. The acceptance must be an agreement to each of the terms of the offer. It is sometimes said that the acceptance must be a 'mirror image' of the offer. The acceptance can be by words or by conduct.
- Acceptance occurs when the offeree's words or conduct give rise to the objective inference that the offeree assents to the offeror's terms: If the offeree attempts to add new terms when accepting, this is a counter-offer and not an acceptance. A counter-offer implies a rejection of the original offer, which is thereby destroyed and cannot subsequently be accepted.

Invalid types of acceptance

- (i) Counter offer: The rule is that, an acceptance must correspond with the terms of your offer. Therefore, a purported acceptance which amends the offer is a counter offer and not an acceptance in law. It destroys the original offer and constitutes a fresh offer, thereby putting the original offeror in the position of the one to accept or reject the offer.
- (ii) Conditional Acceptance: This is also known as acceptance “subject to contract”. In this the parties intend to postpone the incidence of liability until they have negotiated and agreed to the terms of the transaction. The phrase is used in agreements for sale of land and negotiations for lease whereof parties need to investigate the root of title. Others are: agreement that is made “subject to a satisfactory survey” or “subject to planning permission”

(iii) Cross offer: There are two distinct offers with identical terms sent by parties to each other, but crossed each other in the post, mail or transit. For example, in the case of **Tinn v Hofman and co.**, the defendant wrote to the plaintiff on November 28, offering to sell 800 tons of iron to the plaintiff. The same day, the plaintiff wrote offering to buy 800 tons of iron at the same price stipulated by the defendant. The two offers crossed in the post. The court held that the parties had no contract.

(iv) Acceptance in ignorance of Offer: No one can validly claim to have accepted an offer of which he is unaware. Keep in mind that on this point, scholars' opinion are divided. The rationale for the position canvassed here is that an acceptance must be the exact terms of the offer.

(v) Acceptance of Tenders: Where someone invites the supply of goods to a certain maximum number over a period of time, for example that “I may require 100,000 bags of cement over of next three months, the supplier’s tender is a mere standing offer, and any specific order I make at any time creates one contract. There is no standing obligation (contract) on my part to order up to 100,000 bags of cement. The supplier may revoke his offer, and I may refuse to make any more order at any time though I have not ordered up to 100,000 bags of cement.

Communication of the acceptance to the offeror

- The general rule is that acceptance is not effective until it is communicated to the offeror. This is sometimes expressed by saying that the acceptance cannot be made through silence. The offeror cannot waive communication if that would be to the detriment of the offeree. This rule is not, however, an absolute rule.

- The general rule is displaced in the case of a unilateral contract. A unilateral contract is one where one party makes an offer to pay another if that other party performs some act or refrains from some act. The other party need make no promise to do the act or refrain from the act.
- In these cases, acceptance of the offer occurs through performance and there is no need to communicate acceptance in advance of performance. An example of the offer of a unilateral contract is an offer of a reward for the return of a lost cat.

The end of an unaccepted offer

- Offers do not exist indefinitely, open for an indeterminate time awaiting acceptance. Indeed, some offers may never be accepted. There is no legal commitment until a contract has been concluded by the acceptance of an offer.

Change of mind

- Because there is no legal commitment until a contract has been formed, either party may change their mind and withdraw from negotiations. In situations where an offeror has stipulated that the offer will be open for a certain time period, he or she can nevertheless withdraw the offer within this time period.
- This will not be the case, however, where the offeror is obliged (by a separate binding collateral contract) to keep the offer open for a specified period of time. For the revocation of an offer to be effective, there must be actual communication of the revocation.

If a condition in the offer is not fulfilled, the offer terminates

- Where the offer is made subject to a condition which is not fulfilled, the offer terminates. The condition may be implied.

Death: if the offeror dies, the offer may lapse

- However, *obiter dicta* in *Dickinson v Dodds* (1876) state that death of either party terminated the offer because there could be no agreement. The best view is probably that a party cannot accept an offer once notified of the death of the offeror but that in certain circumstances the offer could be accepted in ignorance of death. The death of an offeree probably terminates the offer in that the offeree's personal representatives could not purport to accept the offer.

Lapse of an offer

- The offeror may set a time limit for acceptance; once this time has passed the offer lapses. In many cases, the offeror can revoke the offer before the time period lapses provided that the offer has not been accepted.
- In cases in which no time period is stipulated for the offer, an offeree cannot make an offeror wait forever. The offeror is entitled to assume that acceptance will be made within a reasonable time period or not at all.
- Until an offer is accepted, there is no legal commitment upon either party. Up until acceptance, either party may change their mind. An offeror may revoke an offer or an offeree may reject an offer.
- An unaccepted offer expires either:
 - (i) at the end of any time period stipulated, or
 - (ii) within a reasonable time period where no time period is stipulated.
 - (iii) An offer will lapse where it is made on an unfulfilled condition.
 - (iv) An offer may lapse when the offeror dies.

REQUIREMENTS FOR THE MAKING OF A CONTRACT

i. Consideration

- Consideration gives the ‘badge of enforceability’ to agreements. This is particularly important where the agreement involves a promise to act in a particular way in the future. Where somebody says, for example, ‘I will deliver some goods next Thursday’ or ‘I will pay you £1,000 on 1 January’ it becomes important to decide whether that promise is ‘supported by consideration’ (that is, something has been given or promised in exchange).
- For a contract to be valid it must be supported by consideration or be under seal. The ways to create a valid contract, is to make a promise binding:
 - i. To furnish consideration, i.e. offer money or money’s worth for the promise, or
 - ii. Make the agreement between the parties by deed or under seal (special contract). Consideration is therefore simply the price paid by one party for the other party’s promise or act.

- You will see that it is based around the concept of a ‘benefit’ to the person making the promise (the promisor), or a ‘detriment’ to the person to whom the promise is made (the promisee). Either is sufficient to make the promise enforceable, though in many cases both will be present.

Consideration must be ‘sufficient’ but need not be ‘accurate’

- The requirement that consideration must be ‘sufficient’ means that what is being put forward must be something which the courts will recognize as legally capable of constituting consideration. The fact that it need not be ‘accurate’ indicates that the courts are not generally interested in whether there is a match in value between what is being offered by each party.

Existing obligations as good consideration

- There are three aspects to this topic, dealing with three different types of existing obligation which may be argued to constitute 'consideration'.
 1. Obligations which arise under the law, independently of any contract.
- An example of the first type of existing obligation would be where a public official (such as a firefighter or a police officer) agrees to carry out one or more of their duties in return for a promise of payment from a member of the public.
- In that situation the promise of payment will not generally be enforceable. This is either because there is no consideration for the promise (the public official is only carrying out an existing duty) or, more probably, because public policy generally suggests that the law should not encourage the opportunities for extortion that enforcing such a promise would create. Where, however, the official does more than is required by the existing obligation, then the promise of payment will be enforceable.

2. Obligations which are owed under a contract with a third party.

- In the second type of situation, which regards the performance of, or promise to perform, an existing obligation owed under a contract with a third party, the position is much more straightforward. The courts have consistently taken the view that this can provide good consideration for fresh promise. Thus it has been applied to the fulfilling of a promise to marry (*Shadwell v Shadwell* (1860) – such a promise at the time being legally binding) and to the unloading of goods by a firm of stevedores, despite the fact that the firm was already obliged to carry out this work under a contract with a third party (*The Eurymedon* (1975)).

3. Obligations which exist under a contract with a person who has made a new promise, for which the existing obligation is alleged to provide good consideration.

The third type of existing obligation – that owed under a contract with the party making the new promise – is the most difficult to employ as consideration. This results from the fact that a principle which was clear, though impractical in some circumstances, has now been modified and the extent of this modification is unclear.

RULES GOVERNING CONSIDERATION

Consideration may be executory, executed or past: **Executory consideration** is a promise exchanged for a promise. The promises are futuristic. It consists in mutual exchange of promises.

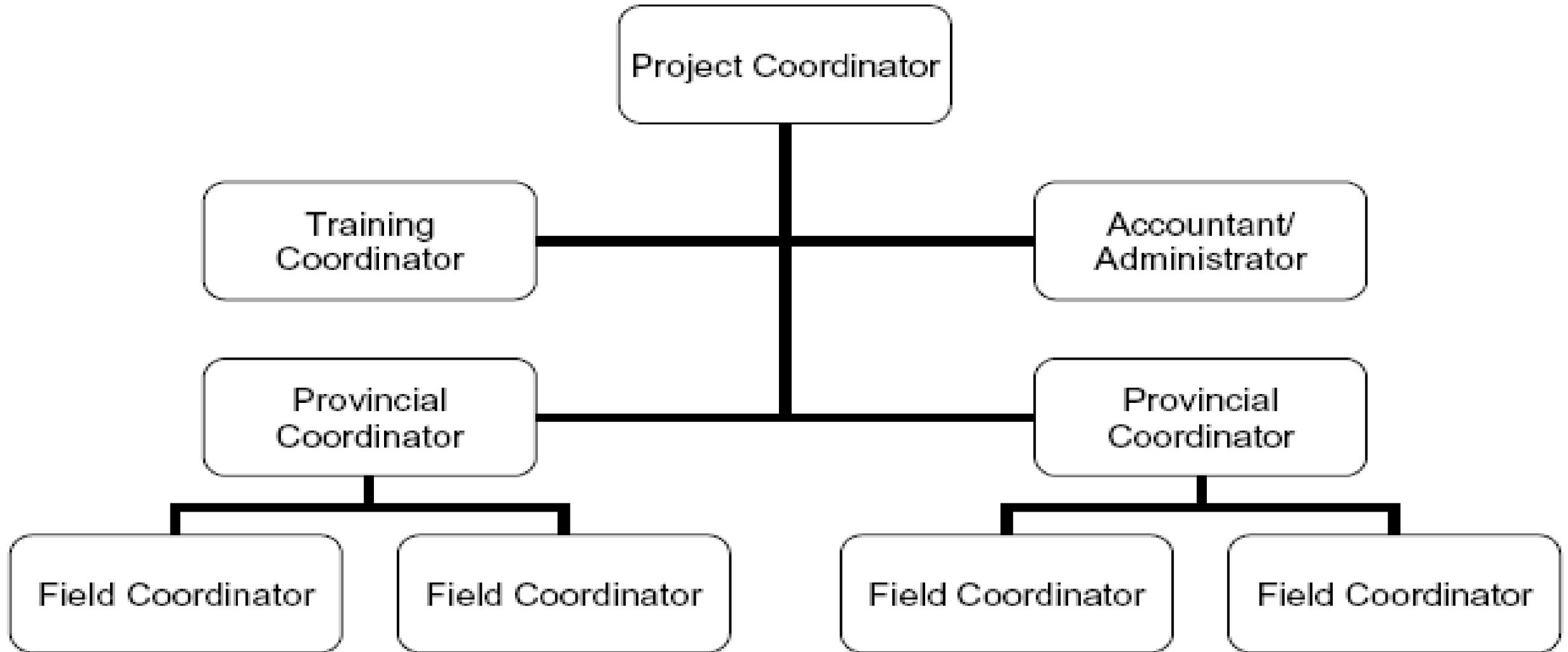
An executed consideration is an act or forbearance exchange for a promise.

Past consideration is an aberration, though it is described as 'consideration'. An example: "I will pay you ₦ 100 for washing my office last week". In this situation the act of washing the office is not referable to promise to pay ₦ 100 because the washing of the office was not prompted by the promise to pay ₦ 100.

THE PROJECT ORGANIZATION STRUCTURE

- One of the important decisions of project management is the form of organizational structure that will be used for the project.
- A project organization is a structure that facilitates the coordination and implementation of project activities. Its main reason is to create an environment that fosters interactions among the team members with a minimum amount of disruptions, overlaps and conflict.
- Each project has its unique characteristics and the design of an organizational structure should consider the organizational environment, the project characteristics in which it will operate, and the level of authority the project manager is given.

- One of the main objectives of the structure is to reduce uncertainty and confusion that typically occurs at the project initiation phase.
- The structure defines the relationships among members of the project management and the relationships with the external environment. The structure defines the authority by means of a graphical illustration called an organization chart.
- An organization chart shows where each person is placed in the project structure. An organization chart is drawn in pyramid form where individuals located closer to the top of the pyramid have more authority and responsibility than members located toward the bottom.
- It is the relative locations of the individuals on the organization chart that specifies the working relationships, and the lines connecting the boxes designate formal supervision and lines of communication between the individuals.



• **Project Organization Chart.**

- The project organization chart establishes the formal relationships among project manager, the project team members, the development organization, the project, beneficiaries and other project stakeholders.
- This organization must facilitate an effective interaction and integration among all the major project participants and achieve open and effective communication among them.
- The structure should not be designed too rigid or too loose, since the project organization's purpose is to facilitate the interaction of people to achieve the project ultimate goals within the specified constraints of scope, schedule, budget and quality.

- The objective in designing a project structure is to provide a formal environment that the project manager can use to influence team members to do their best in completing their assignment and duties.
- The structure needs to be designed to help develop collaboration among individual team members; all in a cost effective way with a minimum of duplication of effort and overlaps.
- The project manager must create a project structure that will meet the various project needs at different phases of the project.

FACTORS IN DESIGNING A PROJECT STRUCTURE

(1) Specialization affects the project structure by the degree of specialty in technical areas or development focus or have different broad specializations in many areas of development. specialization allows each project component to maximize their productivity to attain their departmental goals.

- For large projects that have multiple specializations or technical areas, each area may have a different need; based on goals, approaches and methodologies, all of which influence the way the project will implement its activities.
- A project that has two components, a reconstruction and education, the approaches are based on the specialization of each one. In the education component, the needs is for a structure more open and informal, longer time horizon, with more emphasis on sharing and generation of new ideas in order to achieve innovation and creativity. In a reconstruction component, there are specific goals, a need for a rigid, hierarchical structure, and there is a defined time horizon with little sharing of ideas.

(2) Coordination is required to bring unity to the various elements that make up a project. The project work is organized around a work breakdown structure (WBS) that divides the overall project goals into specific activities or tasks for each project area or component; the project manager must design an organizational structure that ensure that the various components are integrated so that their efforts contribute to the overall project goal.

- Integration is the degree of collaboration and mutual understanding required among the various project components to achieve project goals. Most projects are characterized by the division of labor and task interdependencies, creating the need for integration to meet project objectives. The goal of the project management structure is the achievement of harmony of individual efforts toward the accomplishment of the group goals.

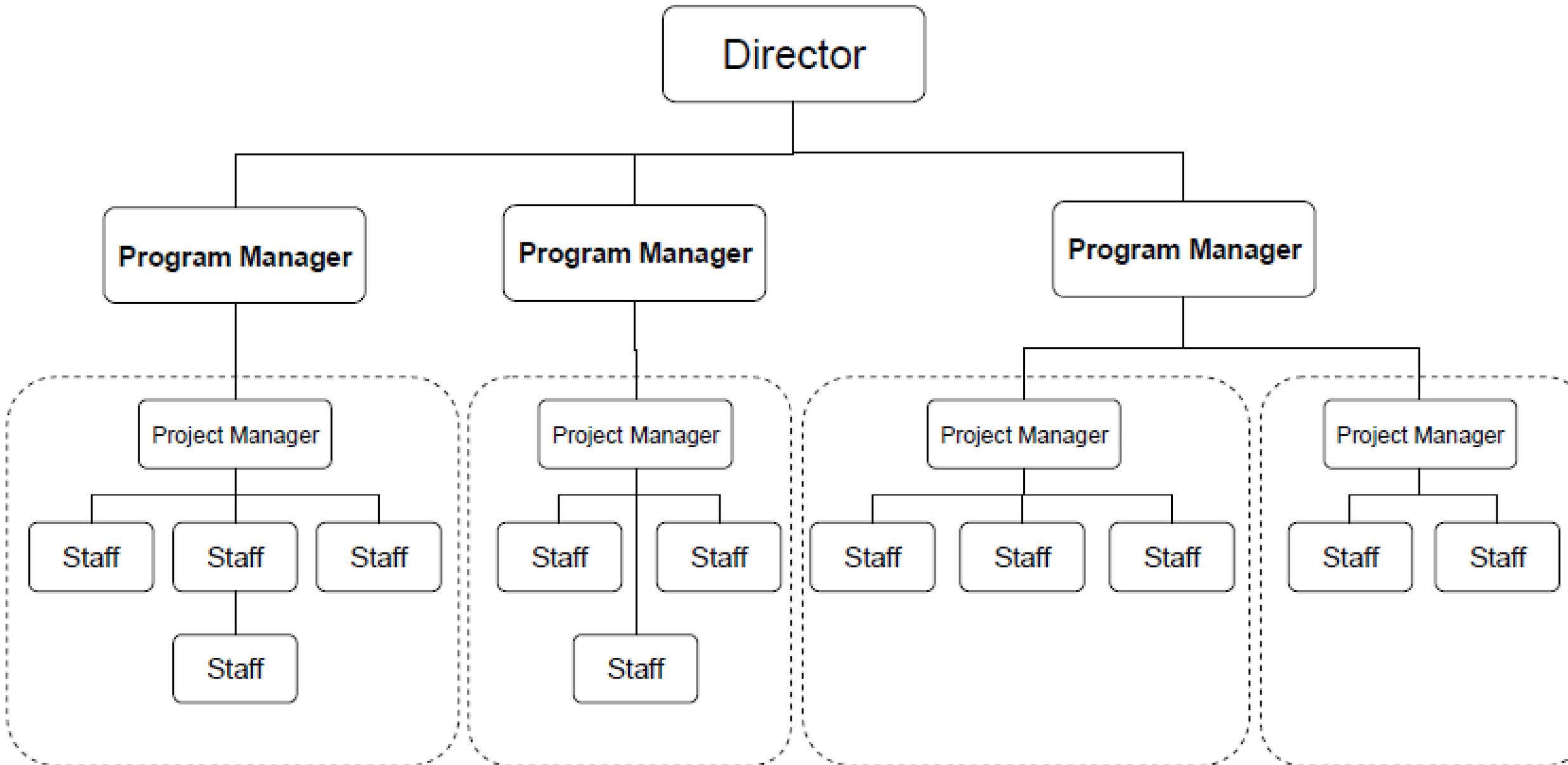
TYPES OF PROJECT ORGANIZATIONS STRUCTURES

- Several factors are considered when deciding on the design of project organizational structures, especially within an existing organization, the factor that is significant is the extent of authority and responsibility top management is prepared to delegate to the project manager.
- The organization needs to define the project manager's job, degree of authority and autonomy, and relationship to both the organization, other projects and to other units in the organization.
- Upper management also should specify communication channels, methods of conflict resolution between the project and the rest of the organization.
- Project has **three organization structures** available for design and all are defined by the level of organizational authority given to the project manager: **Programmatic based, Matrix based and Project base.**

Programmatic Based

- The programmatic focus refers to a traditional structure in which program sector managers have formal authority over most resources. It is only suitable for projects within one program sector. However, it is not suitable for projects that require a diverse mix of people with different expertise from various program sectors.
- In a programmatic based organization, a project team is staffed with people from the same area. All the resources needed for the project team come from the same unit. For instance, if the project is related to the health area, the project resources come from the health unit.

- A major disadvantage of the programmatic based organization is that the program area may not have all of the specialists needed to work on a project. A nutrition project with a water component, for instance, may have difficulty acquiring specialty resources such as civil engineers, since the only people available will work in their own program unit.
- Another disadvantage is that project team members may have other responsibilities in the program unit since they may not be needed fulltime on a project. They may be assigned to other projects, but it is more typical that they would have support responsibilities that could impact their ability to meet project deadlines.



Matrix Based

- Matrix based project organizations allow program units to focus on their specific technical competencies and allow projects to be staffed with specialists from throughout the organization. For instance, nutrition specialists may report to one program unit, but would be allocated out to work on various projects. A health specialist might report to the health unit, but be temporarily assigned to a project in another project that needs health expertise. |
- The **main advantage of the matrix based organization** is the efficient allocation of all resources, especially scarce specialty skills that cannot be fully utilized by only one project. For instance, monitoring and evaluation specialists may not be utilized full-time on a project, but can be fully leveraged by working on multiple projects.
- The matrix based organization is also the most flexible when dealing with changing programmatic needs and priorities.

Additional advantages to matrix management are:

- It allows team members to share information more readily across the unit boundaries, allows for specialization that can increase depth of knowledge and allow professional development and career progression to be managed.
- It is easier for a program unit manager to loan an employee to another manager without making the change permanent.
- It is therefore easier to accomplish work objectives in an environment when task loads are shifting rapidly between programmatic units.

The main disadvantage is that the reporting relationships are complex:

- Some people might report to programmatic unit managers for whom little work is done, while actually working for one or more project managers.
- It becomes more important for staff members to develop strong time management skills to ensure that they fulfill the work expectations of multiple managers.
- This organization also requires communication and cooperation between multiple programmatic unit managers and project managers since that all be competing for time from the same resources.
- Matrix management can put some difficulty on project managers because they must work closely with other managers and workers in order to complete the project. The programmatic managers may have different goals, objectives, and priorities than the project managers, and these would have to be addressed in order to get the job done.

- The programmatic managers may have different goals, objectives, and priorities than the project managers, and these would have to be addressed in order to get the job done.
- An approach to help solve this situation is a variation of the Matrix organization which includes a coordinating role that either supervises or provides support to the project managers.
- In some organizations this is known as the Project Management Office (PMO), dedicated to provide expertise, best practices, training, methodologies and guidance to project managers.

Director

Project Manager

Staff

Staff

Staff

Staff

Project Manager

Staff

Staff

Staff

Project Manager

Staff

Staff

Staff

Project Manager

Staff

Staff

ESSENTIALS OF ENTERPRISE MANAGEMENT FOR ENGINEERS

- The overall job of an enterprise manager is to create an environment which may facilitate the accomplishment of the enterprise's objective. This will essentially be affected by the internal and external environment in which the enterprise operates.
- The management activities include the process of policy formulation, the preparation of comprehensive plans for the enterprise as a whole and for each part, the recruitment and motivation of suitable staff, the development of an organizational structure to implement the plans and the continuous coordination and control of performance.
- In order to avoid confusion in the use of terms in this study, it will be ideal to make a distinction between the usages of word "management" and "administration".

- Management is concerned with policy formulation, developing regular operational plans within the policy of the organization, and the taking of corrective action in the light of feedback mechanism created by the management.
- On the other hand administration is concerned with the implementation of the policy, the measurement of actual performance and reporting thereon to interested parties, especially top management members.

Principles of management as propounded by Henry Fayol are as follows: Division of work, Authority, Discipline, Unity of command, Unity of direction, Subordination of individual interest to the general interest, Remuneration, Centralization, The scalar chain, Order, Equality, Stability of tenure of personnel, Initiative, Esprit de corps

Consideration of some of the principles are as follows:

- **Division of labour** in enterprises implies existence of specializations which have the capacities of increasing the enterprise's performance and consequent increase in output and earnings. Division of work permit reduction in the number of objects upon which attention and effort are directed at the higher levels in an organization.
- **Authority and responsibility:** Authority is the right to give orders and the power to earn obedience from subordinates. It must however be realized that authority is conferred on a Manager as a result of the responsibility placed on him. In this regard, authority must be commensurate to ones responsibility within an organization. The best safeguard against the abuse of authority is personal integrity and particularly high moral character of an enterprise manager.

Discipline is in essence, obedience and an outward mark of respect observed in accordance with expressed and implied standing agreements between an enterprise and its employees.

- Discipline therefore makes it mandatory for manager at all levels, just as much as employee, to respect the agreements and thus achieve the necessary organizational discipline.
- The best means of establishing and maintaining good discipline are: good superiors at all levels; agreements are as fair, Clear as possible and sanctions and/or penalties are judiciously applied.

Remuneration of personnel

This relates to the price of services rendered by employees. It should be as fair as possible, it should balance satisfaction between employee and the enterprise.

- According to this principle, the rate of remuneration should depend firstly on circumstances independent of the employee's worth and the employers will.
- To a large extent in developed economies and to a lesser extent in developing economies. The external circumstances are: cost of living, shortage or otherwise of labour, general business conditions and the economic position of the firm,
- After these external factors come the consideration of value of the employee and the method of payment in the enterprise.

Order

- This principal implies materials and social order. With respect to material order all enterprise materials should be in their proper place while social order implies that there must be an appointed place for each employee.
- The employee must be suitable for the place and the place for the employee. For the materials and social order to exist simultaneously there must be good organizational communication, selection of appropriate personnel and proper utilization of enterprise's resources.

Functions of management

- The most useful method of classifying managerial functions is to group them around the following activities of management as provided by Henry Fayol in his book “General and industrial management” the functions are planning, organizing, commanding, coordinating and controlling.

Planning: A plan is predetermined course of action. A manager’s predetermined course of action may include issues like product design, research and development, production, marketing and sales. A good business plan should originate with the identification of an opportunity in the economic environment.

- This requires identification of a market need which the enterprise is competent to satisfy. From here, the plan must fit in with the overall objectives of the enterprise - that is to say its objective for being in existence.

The steps involved in the strategic planning of a business include:

- An analysis of the business environment which include economic , social, technological, legal and political factors;
- The identification of the key characteristic of the industry of which the enterprise in question is a part;
- The identification of future opportunities and risks;
- An appraisal of the enterprise's own strengths and weaknesses in light of product/ service knowledge base, technological and function expertise. Other areas of keen appraisal should include capabilities of existing market, production, financial and other administrative personnel;
- Consideration of the enterprise's capability to adapt to changes in the market condition;
- The formulation of regular detailed plans for the implementation of the policy;
- Formulating implementation policy;
- Design of feedback mechanism for determining actual performance;
- Taking of corrective action when deemed necessary.

Organising

- This means the mobilization of the necessary enterprise resources to achieve the predetermined business plan. In addition, it is also concerned with developing an organisational structure that is suitable for the implementation of plan formulated by top management.
- The development of an enterprise structure involves an establishment of roles, listing the activities required to achieve the purpose of an enterprise, it also includes grouping of identified activities and the assignment of such groups of activities to a manager, along with delegated authority to carry them out.
- It also involves the provision of coordination of authority and informational relationship both horizontally and vertically within the organization
- Organising involves delegation of duties at all levels. For success, the manager must be “sensible enough to pick good people to do what he/she wants done, and enough self-restraint to keep from meddling with them while they do it”.

Directing / commanding

- The central focus of this function is on proper leadership, motivation and communication; the management has the function of recruiting suitable staff for the positions created by the enterprise structure and motivating such staff appropriately.
- The key to motivation in this context, should be such that the expectation of an employee coincides with the enterprise's expectation from him. However, achievement of this is contingent upon the leadership styles of the management.
- The problem with this function is, should there be a fault in directing the staff, it can completely nullify all the work and can consequently make the attainment of enterprise's objectives difficult. Due to faulty management functions in developing economies, hence the government parastatals and other government agencies are short-performing.

Coordinating:

- Coordination is the continuous process of matching all the activities in an enterprise in the direction of planned enterprise goals. In this regard the enterprise manager should always ensure that activities in the production department are related to that in the sales and that of stocks to production and expenditure to financial resources.
- Among the conditions of achieving coordination is: direct contact principles through inter-personal, vertical and horizontal relationships of people in an enterprise. The schedule officers exchange ideas, and purposes through direct personal communication much more efficiently than by any other method; in this way both common and personal goals are achieved. This presupposes that such an interaction is not an informal type of communication that can destabilize the formal organizational goals.

- Another principle is formulating coordination policy at the early stages of planning and policy making; such that all relevant departmental heads are be involved in the execution of the plan. This would internalize the formal enterprise goal which forms the basis of unifying and timing them.
- One of other methods of establishing coordination in a business enterprise is the drawing up of an organization chart the chart would outline the framework within which the enterprise will operate as well as illustrate the relationships and coordinating links within the organization.
- In addition to the formulation of organization chart, there should be terms of references for the various jobs within the organization.
- Thirdly, budgetary control method can be employed. This will be discussed in detail in a separate chapter. For the meantime it will be noted that this method involves every aspect of the organization working towards the fulfillment of enterprise goal.

- Fourthly, apart from providing an organizational framework within which coordination can be achieved the Chief Executive of an enterprise may employ meetings as a mechanism for ensuring coordination.
- The members sitting on the committee meetings are properly selected or elected that the meetings are properly conducted and remain meaningful. For the purpose of coordination, the following committee meetings may be established finance committee, budget committee, joint consultation committee etc. etc.
- In addition, the following supplemental methods: the use of memoranda of instruction from the management, policy manuals, sales manuals and other sets of rules regarding other matters, are to achieve the desired goal of the enterprise
- . It is apparent that the main focus of coordination is the need for continuous interchange of information among relevant organizational actors working towards the realization of enterprise planned goals.

- **Controlling:** Control is the continuous management process of measuring results of an enterprise in relation to the targets set for it as a whole. It is also a process of measuring the performance of each constituent part of the enterprise in the light of the overall enterprise goal.
- When deviation occurs it is the duty of the management to take control action most advantageous to the enterprise.
- The following are typical management control areas as identified by their individual techniques: budgetary control, production control, stock control, debtor control, internal audit, quality control, financial analysis and external audit report.
- In the main, control is facilitated by setting and popularizing targets among the executor of the plan, measuring performance against targets, establishing appropriate feedback mechanism for checking results, evaluation of result and managerial decision to check deviation.

- **Management Techniques:** Techniques are essentially reliable ways of doing things or methods of accomplishing a given result. Among the most notable management techniques are budgeting, network planning and control as in the critical path analysis, rate-of-return on investment control, managing by objectives and decision tree analysis.
- **Budgetary control:** This is an important technique used by management for the purpose of controlling enterprise income and expenditure. Such control is achieved by preparing budgets relating to the various enterprise activities, comparing actual.
- Performance on monthly or bi-monthly basis with budgeted performance, progressively reveal budget variances and progressively take corrective actions as appropriate. It must be noted that budgets are therefore quantitative measurements of the enterprise activities over a given time span.

- **Critical Path Analysis (CPA):** Critical path Analysis is the assembly of techniques used for planning, progressing and controlling operations (of all kinds) which are made up of a number of separate and parallel activities.
- The techniques constituted in a critical path analysis (CPA) are programme/project Evaluation review technique (PERT), critical path method (CPM) and resources allocation and multi- project scheduling (RAMPS).
- There are two main lines of approach to CPA. The first approach is the comprehensive approach which covers the use of three constitution techniques with respect to time, cost and resources allocation. This is often used in a relatively straightforward project.
- The second is the individual approach in which the individual technique is employed to plan for more complex types of project. In context the PERT method is applied for the determination of the minimum project/programmes completion time; CPM is employed to determine the minimum project/programme costs.

- For maximum efficiency CPS as a management techniques is commended for the fact that it assists management to identify the minimum time of a project, cost of executing a project and I also assist the management in ensuring that the available enterprise resources – men, materials, machinery and money – are used in the most effective and economical way.
- Although these characteristic of the method does not always harmonies between time and cost, it nevertheless assist the management to evaluate all relevant factors thereby helping to make an optimum balance decision.
- Typical of the operators which lend themselves to the CPA techniques are production processes, building and construction work, plant maintenance, research and development project, marketing and publicity campaigns, installation of organisations and systems and similar multi- activity projects.

Advantages of network plan in CPA include

- possibility of visualizing a complex project,
- determination of the critical path,
- possibility of studying the effect of changes are made possible,
- can be used to plan a project from start to finish, it can be repotted to resemble a Gantt chart with a time scale to ensure that the planned are met.
- again it enhances control of slippage and delays and the effects of increasing resources can be objectively examined.

Management by Objectives (MBO):

- Management by objectives as a management technique has been described as a practical and professional way of running a business, it fuses together the objective of an enterprise with that of its managers.
- The technique is based on the concepts that unless you identify where you are to go, you are unlikely to get there; and unless you know what you want to achieve you are unlikely to achieve them.
- MBO employs a process whereby the superior and subordinate managers jointly identify the organisation's common goals, define each individual's major areas of responsibility in terms of result expected, and use these measures as guides for operating their unit and thereby facilitating assessment of the contribution of each of its members.

