EFFECT OF PAYMENT OF WAGES IN LIEU OF NOTICE OF TERMINATION ON CONTRACT OF EMPLOYMENT IN NIGERIA*

1.1 INTRODUCTION

This paper is intended to highlight the effect of payment in lieu of notice of termination of contract of employment by an employer and acceptance of such payments by the employee on the contract of employment? Put in another way, when can payment of wages in lieu of notice be said to have effectively terminated contract of employment? This has become necessary as it seems to have become a recurrent jurisprudential issue in Nigeria Labour Law.

Dependent labour relationship requires mutual trust and confidence, each party contributing his best for the mutual existence of the enterprise. The employment relationship more than most contracts, depends on the existence of this mutual trust and cooperation between the parties for their sustenance. Once this trust and confidence is eroded, the parties would then be free to bring the relationship to an end.

This trust and confidence can be eroded on the side of the employee by his failing to render faithful services, disobeying lawful and reasonable orders and doing things calculated to impede the employer's business. On the employer's side, this trust and confidence may be eroded by his refusal or failure to pay the agreed wages as and when due, failing to treat the employee with due respect, not minding his work needs, problems and difficulties that would limit his capacity to discharge his obligations to the employer with maximum cooperation. This loss of trust and confidence may bring the employment relations to and end.

Generally, there are several ways in which a contract of employment may be brought to and end. These include by notice, breach, and summary dismissal, agreement, frustration, performance or operation of the law and through payment in lieu of notice as the case may be[1]. It is within this context that we shall examine the effect of payment of salary in lieu of notice on contract of employment or when payment in lieu of notice would mutually bring a contract of employment to an end.

It would therefore, at this stage, be necessary to ask the question, what is payment in lieu of notice? Or what are the functions of payment in lieu of notice in employment relationships? This is important not only in relation to when the obligations arising from contract end or are extinguished, it is also important in relation to claims for which there may be a minimum qualifying period of continuous employment.[2]

2.2 DESCRIPTION AND FUNCTIONS OF PAYMENT IN LIEU OF NOTICE

There can be no other description of the nature of the term than that given by Lord Browne Wilkinson in Delaney v Staples[3]. According to his Lordship, "the phrase 'payment in lieu of notice' is not a term of art. It is commonly used to describe many types of payments, the legal analysis of which differ". Without however, attempting to give an exhaustive list, His Lordship identified the following four principal categories:[4]

(1) An employer gives proper notice of termination to his employee, tells the employee that he need not work until the termination date and gives him the wages attributable to the notice period in a lump sum. In this case, (commonly called "garden leave") there is no breach of contract by the employer. The employment continues until the expiry of notice: the lump sum payment is simply advance payment of wages.

(2) The contract of employment provides expressly that the employment may be terminated by notice or on payment of a sum in lieu of notice, summarily. In such a case, if the employer summarily dismisses the employee he is not in breach of contract provided that he makes the payment in lieu. But the payment in lieu is not a payment of wages in the ordinary sense since it is not a payment for work to be done under the contract of employment.

(3) At the end of the employment, the employer and the employee agree that the employment is to be terminated forthwith on payment of a sum in lieu of notice. Again the employer is not in breach of contract by dismissing summarily and the payment in lieu is not strictly wages since it is not remuneration for work done during the continuance of the employment.

(4) Without the agreement of the employee, the employer summarily dismisses the employee, and tenders a payment in lieu of notice... the employer is in breach of contract by dismissing the employee without notice. However, the summary dismissal is effective to put an end to the employment relationship, whether or not it unilaterally discharges the contract of employment. Since the employment relationship has ended, no further services are to be rendered by the employee under the contract. It follows that the payment in lieu is not a payment of wages in the ordinary sense since it is not a payment for work done under the contract of employment.

The English House of Lords pointed out clearly that it is the fourth category as highlighted above that is by far the most common type of payment in lieu of notice that generates disputes in most, cases. But the English Courts have analysed this payment as a payment by the employer on account of the employee's claim for damages for Breach of Contract. Lord Donaldson Lyarington, MR, made this plain in Gothard v Mirrow Group Newspapers Ltd. when he said:

> If a man is dismissed without notices, but with money in lieu, what he receives is, a matter of law, payment which falls to be set against, and will usually be designed by the employer to extinguish, any claim for damages for breach of contract, ie wrongful dismissal. During the period to which the money in lieu relates he is not employed by his employer.[5]

In the other three categories as pointed out by his Lordship in Delaney case, the dismissal is not a breach of contract by the employer. The employee is entitled to the payment in lieu not as damages for breach of contract but under a contractual obligation on the employer to make the payment. The employer is only discharging a contractual obligation.

3.3 THE ATTITUDE OF THE COURTS IN CASES OF TERMINATION INVOLVING PAYMENT IN LIEU OF NOTICE

The Nigerian Labour Law draws a divide between the ordinary master - servant relationship and employment with statutory flavour.[6] We shall therefore consider the attitude of the courts along this divide.

3.3.1 Master-Servant (Private Employment) Relation

Private employments are those governed by the common law rules or terms agreed to by the parties. This is where collective agreements, where properly incorporated into the individual contract of employment, becomes relevant in determination of terms of the contract of employment.

The Nigerian Labour Law, to a great extent, is strictly an adaptation of the English Common Law. The same English Common Law rules on employment relationship govern our individual employment relationship except where there has been a modification by statute. In effect therefore the four principal categories of payment of salaries in lieu of notice and their effects on contract of employment identified by the House of Lords would apply in the same way to contracts of employment governed by the Nigerian Common Law.[7]

Under the Nigerian Common Law, a contract of employment can be terminated with or without notice or with payment of salary in lieu of notice. Provided the payment is contractual, it extinguishes any claim for damages for breach of contract, that is, wrongful dismissal.[8] The employment ceases from the moment of dismissal (except in cases of "garden leave")[9]. It does not matter whether the employee accepts or rejects the payment in lieu of notice. The employee's refusal to accept the payment would not invalidate the dismissal[10]

It is a well established principle of Common Law and the Nigerian Law that ordinarily a master can dismiss his servant for bad or good reasons. Where however the dismissal, is wrongful, the employer may be liable in damages for wrongful dismissal[11]. But to avoid uncertainty in terms of liability for wrongful dismissal, the employer may choose to pay salary in lieu of notice[12]. This would also extinguish any claim for damages for breach of contract. The court cannot order the reinstatement of the employee to his job since there is no more such employment. The Law is that the court cannot impose a servant on an unwilling master[13]. The dictum of the English Court in Gothard's case becomes instructive[14]. This would however not be the case in employments with statutory flavour.

This was succinctly made plain by the Supreme Court in UBN v Ogboh[15] where it declared thus:

> except in employment governed by statute wherein the procedure for employment and

> discipline including dismissal of an employee are clearly spelt out any other employment outside the statute is governed by the terms under which the parties agreed to be master - servant....
> In other cases governed only by agreement of parties and not by statute, removal by way of termination of appointment or dismissal will be in the form agreed to; any other form connotes only wrongful termination or dismissal but not to declare such dismissal to declare null and void, the only remedy is a claim for damages for that wrongful dismissal. This is based on the notion that no servant can be imposed by the court on an unwilling master even where the master's behaviour is wrong. For his wrongful act, he is only liable in damages and nothing more.

4.4 EMPLOYMENT WITH STATUTORY FLAVOUR.

In employment with statutory flavour there is no implication of notice or payment in lieu, where it is not expressly provided for by the statute. The employer has no liberty to dismiss for good or bad reasons. The contract is strictly governed by the law establishing it. In effect therefore, mere payment of wages or any lump sum (payment) would not *ipso facto* terminate the contract nor extinguish any claim for wrongful termination. The court can also order a reinstatement in appropriate cases. The law is usually interpreted strictly. What is not stated cannot be implied[16].

The court is defining contracts of employment with statutory flavour in Okosun v CBN said[17]

> Where the conditions for appointment or the determination of a contract of service and governed by the pre-conditions of an enabling statute, so that a valid determination is predicated on satisfying such statutory provisions, such contract is one with statutory

> flavour. The contract is determinable not by parties but only by statutory preconditions governing its determination.

This is in consonance with the dictum of Karibi Whyte JSC (as he then was) in Imaloame vs WAEC[18] where he declared that:

> It is now acceptable that where the contract of service is governed by statute or where the conditions of service are contained in regulations derived from statutory provision they invest the employee with a legal status higher than that the ordinary one of master ad servant. They accordingly, enjoy statutory flavour.

The Nigerian Supreme Court was confronted with the issue of implication of acceptance of payment of salary in lieu of notice of termination of appointment in Morohunfola Vs Kwara State College of Technology[19]. In that case, the counsel for the plaintiff argued among other things, that "the acceptance of the three months salary had no legalizing effect on the null termination" the basis being that "a null act is void and cannot be built upon". This in effect means that the act of the defendant terminating appellant's appointment is a void act, which could not be built upon by the acceptance of the three months' salary.

This contention of the plaintiff notwithstanding, the Supreme Court found that even though the contract was one with statutory flavour but that among other things, it provided for the giving of three months' notice or three months' salary in lieu of such notice of termination. It had no difficulty therefore in accepting that the appellant's appointment was properly and validly terminated in accordance with the provisions of the regulations governing conditions of services of the appellant. His acceptance of the three months salary paid to him in lieu of notice was a tacit acceptance of its determination through payment in lieu of notice. It went further to opine that, if the appellant had rejected the three months salary in lieu of notice, the unilateral repudiation of his contract of service with the defendant by the appellant would not have operated to determine the contract. The appellant's conduct therefore rendered the determination mutual.

Further still, the Supreme Court however stated that the law would not prevent either party from waiving the right to notice nor prevent a party from accepting a payment in lieu of notice. The crucial issue is whether payment in lieu is provided for in the contract as in the Morohunfola case. Where an employee waives the right to notice or accepts pay in lieu of notice, the contract of employment is brought to an end on that date. Morohunfola's appeal also failed on this point and his termination was held valid.

The Court of Appeal was confronted with similar issue in Nigeria Telecommunications Ltd. v Clifford Ikaro.[20] In this case, the respondent who was initially employed as a driver/mechanic under the Ministry of Communications (P&T) was later absorbed into the Nigerian Telecommunications Ltd. (NITEL) as a driver/mechanic when it was later incorporated. He was given a new letter of appointment dated July 1, 1985 and was thereafter redeployed to the stores section of the appellant in Benin.

Soon after the redeployment of the respondent, a manager of the appellant informed all of the staff that some reappointment letters have mistakes in them and so should be sent back for correction. The respondent detected an error in his letter of reappointment and sent it back for correction. However, instead of rectifying the error in the letter, the respondent was issued with a letter terminating his appointment. The letter was signed by one J. O. Ajibola for the MD of the appellant. The respondent was also offered a month's salary in lieu of notice, both of which he refused to collect initially but was persuaded by the Personnel Manager of the appellant to accept and then protest later.

The respondent accepted the money and then followed it up with letter of protest. He later visited the zonal and Head offices of the appellant to express his dissatisfaction. When nothing was done in respect of the case, he then instituted an action in the High Court of Benin, as Plaintiff, against the defendant (now appellant) claiming a declaration that the termination of his appointment was null and void; that he was entitled to be issued with a corrected letter of the appointment and eight thousand Naira special and general damages.

The appellant denied that the respondent was wrongfully dismissed from its employment, contending among other things, that he was duly paid a month's salary in lieu of notice which he accepted by reason of which the appellant contended, that the respondent had no cause of action. The learned trial judge in upholding the respondent's claim, maintained that the acceptance of one month's salary in lieu of notice did not amount to a waiver, as the acceptance was done in protest. Dissatisfied with the findings, the appellant appealed to the Court of Appeal. One of the grounds of appeal was that the trial Judge was wrong to hold that the plaintiff did not waive his rights by accepting a month's salary in lieu of notice.

The Court of Appeal, on whether a terminated employee who has received salary in lieu of notice in protest has waived his right and therefore cannot maintain an action made it plain that:

> A plaintiff in an action for a breach of contract of employment who protested his termination cannot be said to have waived his right, even if he received his salary in lieu of notice. On the contrary, where the employee who's... employment is terminated is given salary in lieu of notice which he accepted without reservation and who did not dispute his employer's right to terminate his employment in that manner but claimed his termination was based on false information has waived his right and therefore his action must fail.[21]

It adapted the principle of law in Morohunfola case,[22] that where there is a provision in the contract of service that an employer could terminate the services of an employee by giving him a notice or pay salary in lieu of that notice, and the employer so exercises the right by paying salary in lieu of that notice, without protest or rejection by the employee, such termination of employment is mutual. It however pointed out that it is not in all cases, that receipt of salary could be deemed to be a waiver of right to sue. The Court of Appeal on the fact of this case, therefore concluded that the appellant "who protested by letter and visits to the managers of NITEL cannot be said to have freely and willingly co-operated with his employer in the termination of his employment by taking the one months pay in lieu of notice. He was a semi skilled low income worker and should not be expected to protest on an empty stomach"[23]. The payment of salary in lieu of notice could not therefore terminate the contract. The termination was declared null and void.

Similar issue came for up for determination before the Supreme Court in Adeniyi v Governing Council of Yaba College of Technology[24]. In this case, the Supreme Court was called upon to determine among other issues, whether a person whose employment is statutorily protected can by taking a benefit (e.g. salary in lieu of notice) arising from the purported termination of his service, cure the inadequacies in the termination of his contract.

In this case, the appellant was the Deputy Registrar of Yaba College of Technology. He was also the Secretary of the Governing Council conducting interview for applicants for the vacant office of the Rector of the Institution. The interview took place on August 8, 1985. The appellant was responsible for the preparation and production of the Report of the interview Panel. Somewhere along the line, there was a leakage of the report of the interview Panel. Knowledge of the leakage got to the Council and it was decided that an investigation Panel be set up to look into the leakage and make recommendations to the council.

On the 27th September, 1985, the appellant was invited to appear before the Panel to give evidence on the issue of the leakage of the Interview Report. This the appellant did. The Panel sent its report to the Council, which sat on 29th October, 1985. The Council dismissed the Report of the investigation Panel and decided without calling on the appellant, to retire him compulsorily from the services of the college. A letter to this effect dated 29th October, 1995 was served on the appellant.

The appellant felt aggrieved with the decision. He wrote petition to the Minister of Education and the chairman of the Governing Council. When nothing Positive came out of the Petition, he then sued the respondent by way of an application under the Fundamental Rights (Enforcement Procedure) Rules 1979 claiming as follows:

(i) An order enforcing the fundamental right to fair hearing in respect of a decision dated 29th October 1985 made by the Council

(ii) On order quashing the decision of the Council.

It transpired that after his retirement, the appellant applied to be given his salary in lieu of notice. This and the payment to the appellant, argued that, the respondent was regarded as an acceptance and ratification by the appellant of his compulsory retirement. It was thus argued that he had waived his right to complain as a result.

Both the High Court and the Court of Appeal dismissed the application on the ground that the acceptance of the salary in lieu was an election to abandon his claim to enforce the breach of his fundamental right to fair hearing under the constitution and the statute. The appellant then proceeded to the

Supreme Court. At the Supreme Court several issues were raised relating to fair hearing and the effect of acceptance of salary in lieu of notice and other benefit on the termination.

On the issue of whether the appellant in requesting for and receiving his salary in lieu of notice, pension and gratuity tantamount to an election to accepting his retirement, it was contended by the respondents that the appellant having elected to accept his compulsory retirement by collecting the accruing benefits is estopped in the interest of justice from challenging the retirement. Reliance for this argument was found in a statement by the Supreme Court in Olaniyan & ors v. University of Lagos[25] where it was said that a servant who accepts the entitlements upon termination of his contract of service cannot thereafter challenge the termination of his appointment and ask for reinstatement.

The Supreme Court in analyzing this argument and the implication of the acceptance of the benefit on the contract in this case said that the Respondent argument was based on erroneous assumptions. These are:[26]

(i) that there is the assumption that at the time appellant applied to be paid his three months salary in lieu of notice he has been compulsorily retired from the service of the college and was therefore entitled to receive the entitlement.

(ii) having been so retired with full benefits, it has been assumed that the appellant was making a choice in asking for his retirement benefits.

(iii) That the appellant has by asking to be paid his retirement benefits approved the retirement.

It however, pointed out that the argument and the assumptions would have been applicable to contracts of Personal service as opposed to contract of service which enjoy statutory protection. Karibi-Whyte JSC (as he then was) put it thus:

> It is important to observe the difference in status between these contracts of personal service and contracts of service, which enjoy statutory protection. The latter can only be terminated in the manner prescribed by the governing statutory provision. A breach of the

> enabling statutory provision cannot result in a unilateral repudiation. It affects no change in the contractual relationship of the parties. The act is ultra vires and void. The contract cannot be discharged on the agreement of the parties without compliance with the enabling statutory provision. This is the fundamental difference between contracts having a statutory flavour to which the instant case belongs and ordinary contracts of personal service.[27]

It therefore concluded that the compulsory retirement of the appellant is ultra vires and void since the respondent did not comply with the enabling statutory provision and rule of fair hearing in the determination of the contract. Since the compulsory retirement of the appellant is void, his contract of service with the respondent was still subsisting.[28]

It further concluded, that since the appellant did know at the time he was asking for the payment of three months' salary in lieu of notice, that his appointments with the respondent council was subsisting and that the compulsory retirement was invalid, he could therefore not be regarded as having waived a right which he was not aware of. Any thing contrary to this conclusion would amount to converting an ultra vires act committed in breach of an enabling statutory provision into a valid act.[29] The compulsory retirement of the appellant on ground of misconduct under section 12(1) of the college statute is void. It cannot be rendered valid because appellant had applied for and received benefit thereunder. It remains void notwithstanding the erroneous recognition by appellant of its validity.[30]

Similarly in the Military Administrator of Benue State & ors v Ulegede Esq. & or.[31] The Supreme Court re-stated and reaffirmed its decision in the Adeniyi case. On a the similar issue (whether three month's salary paid in lieu of notice after the purported retirement amounts to acceptance by the respondents and precludes the respondents from complaining). Karibi-Whyte, JSC (as he then was) who read the lead judgment in the Adeniyi case restated the principle therein when he said:

> I agree with the submission that respondents had shown that defendants were unable to prove that their retirements by the letter written

by the 2nd appellant, Engr. S. N. Tor Sabo was authorized or directed by the 1st appellant who is the appropriate authority under the enabling law. The retirement of respondents was therefore not in compliance with the enabling law. The retirement of respondents was therefore not in compliance with the enabling law, that is the Public Officers (Special Provisions) Act Cap. 381 Laws of Nigeria 1990. The retirement being unlawful and void, a valid act can not arise therefrom. I agreed therefore that acceptance of three months' salary in lieu of notice cannot in the circumstance prelude the respondents from complaining about the lawful retirement which was void *ab initio*

In Adeniyi v. Yaba College of Technology (1993) 7 SCNJ. 304, this court held void a compulsory retirement under the enabling law based on ground of misconduct not in accordance with the provisions of the enabling law. It was also held that the appellant's application for and collection for three months' salary in *lieu* retirement did not render valid the invalid and void act of unlawful and wrongful retirement.

There is on the facts no valid notice of retirement on the respondents, which could be accepted by them. The principle is now well settled that where an act is void *ab initio,* it cannot be validated by subsequent acts even if valid. This is because you cannot add something on nothing see (*U.A.C. Ltd. v. Macfoy* (1961) 3 All ER. 1160. The retirement remains void not withstanding the acceptance of the months' salary in *lieu* notice. I am satisfied therefore that the acceptance of the

> three months salary in *lieu* of notice of retirement did not amount to acceptance of the invalid and void retirement.[32]

Similarly Ayoola, JSC who read the lead judgment in the instant case without any equivocation on this issue said :

> This is an issue which can easily be disposed of on the authority of *Adeniyi v. Governing Council of Yaba college of Technology* (1993) 6 NWLR (Pt. 300)426.
> In that case Karibi-Whyte, JSC, delivering the leading judgment of the court said: "The compulsory retirement of the appellant on the grounds of misconduct under section 12(1) is void. It cannot be rendered valid because the appellant had applied for benefits thereunder." The principle of that case applies with equal force to this case. There was nothing in the case to suggest that the respondents gave up their right of action by their conduct. Furthermore the case was not a case of mere breach of a contract of employment but one in which the retirement of the respondents was void because of non-compliance with the provisions of the statute which it was... claimed, conferred power on the first appellant to retire them.[33]

5.5 CONCLUSION

Under the Nigeria labour law, whether or not payment of wages or any payment at all in lieu of notice of termination would lawfully terminate a contract of employment would depend on the nature of the contract of employment and the terms of such contract of employment. The general statement, that where an employee accepts salary or any payment in lieu of his appointment, he cannot be heard to complain later that his contract of employment was not validly and properly terminated, understates the answer to the question. The effect of the payment from the decided cases largely depends on the nature of the contract of employment.[34]

This first step therefore in determining the effect of such payment on the contract of employment would be to determine the nature of the contract that is, whether it is an ordinary master-servant relationship or a contract of employment having statutory flavour.

Where it is ordinary master-servant relationship, the ordinary common law principles will apply. In which case, the payment of salary in lieu of notice will terminate the contract of employment. The mere payment will extinguish all claims of damages which is the usual remedy in cases of wrongful termination in the ordinary master-servant relationship. The court cannot order reinstatement of the employee even where the payment is wrongful. The relationship ends. The court will not impose a servant on an unwilling master. The payment by the master is clear indication of his unwillingness to retain the undesired servant. The unilateral act of the employer brings relationship to an end. There is no requirement in law that the employee must accept same before it becomes valid.

But in contracts of employment with situation flavour, the effect of the payment would largely depend on whether the employer has compiled with provisions of the law creating the employment[35] Mere payment of a lump sum in lieu of notice or procedure would not validate an invalid termination. The employer must comply with the law and procedure laid down for termination before any such termination would be valid. No payment would ordinarily extinguish the employee's rights under the contract nor bring the relationship to an end. Anything short of the procedure would entitle the court to declare such termination null and void, thus leaving the employment relationship subsisting.[36]

The court therefore in appropriate cases can order reinstatement irrespective of the payment by the employer, unless where the employee by his own conduct defeats his equity. This is where protest by the employee who is alleging unlawful termination becomes relevant and necessary. Once the protest is made to the employer, any subsequent payment and acceptance of any sum would not *ipso facto* act as a waiver to defeat the employees claim for unlawful termination.[37]

ENDNOTES AND REFERENCES

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1 see O. Ogunniyi, Nigeria Labour and Employment Law in perspective, (Folio Publishers Ltd. 1991) Chapter 8,9,10.; See also I.N.E Worugji, Introduction to Individual Employment Law in Nigeria , (Adorable Press, Cal 1991) Chapter 7.

2 This is important in relation to claims of terminal benefits in most employments as well as pensions and gratuity which depend on length of service (see the Pensions Act 1979 as amended.

3 (1992) IRLR 191 HL. This extract is taken from Richard W. Painter *et al,* Cases and Materials on Employment Law, (3rd Edition, Blackstone press 2000) pp 126-127.

4 Richard W. Painter *et al,* (Supra)126-127.

5 (1988) IRLR 396

6 NITEL v. Ikaro (1994) 1 NWLR (pt 320) 350 at 361-363.
Imaloame v WAEC (1992) 9 NWLR (pt 263) 303.
Union Bank of Nigeria Ltd v. Ogboh (1995) 2 NWLR (pt 380) 647
Okosun v CBN (1996) 2 NWLR (pt 428) 77
Umoh v ITGC (2001)4 NWLR (pt 703) 281 at 299 Olanrewaju v. Afribank (2001) 13
NWLR (pt 731) 691 at 705.

7 English Common remains a major source of Nigeria Labour Law: see O. Ogunniyi, (supra) pp 5-9. see also I.N.E Worugji supra pp 4-5.

8 Chukwuma v Shell petroleum (1993) 4 NWLR (pt 286) 512
Fakuade v OAUTH (1993) 5 NWLR (pt 291) 47

9 Delaney case (supra)

10 see Kwara Investment Co. Ltd v Garuba (2000) FWLR (pt 2) 198,
UTC Nig. Ltd v Chukwuneke Nwokuruka (1993) 3 NWLR (pt 281) 295,
UBN Ltd v Ogboh (1995) (supra)
Umoh v ITGC (supra) p 298

11 Chukwume v Shell Petroleum, (supra)
Fakuade v OAUTH, (Supra)
Umoh v ITGC (Supra) p 301

12 See Sections 11 (6) and (9) Labour Act 1990. see also Ajayi v Texaco Nig Ltd (1987) 3 NWLR (pt 62) 577, Okosun v CBN (supra).

13 UBN v Ogboh, (supra),: Kwara Investment Co Ltd v Garuba (supra),: Abomeli v NRC (1995) 1 NWLR (pt 372) 451:. Ogbaji v Arewa Textiles PLC (2000) FWLR (pt 372) 451: Jirbgah v UBN PLC (2000) FWLR (pt 26) 1790:, N.N.B v Osunde (1998) 9 NWLR (pt 566) 511: Odinkemmere v. Impresit Bakolori (Nig) Ltd. (1995) 8 NWLR (pt 411) 52.: Umoh v ITGC (supra) Olarewaju v Afribank (NIG.) (pt 731) 691 at 705

14 (1988) IRLR 396

15 UBN v Ogboh (supra) pp 647 at 664 Belgore JSC:, Adeniyi v Yabatech (1993) 6 NWLR (pt 300) 427 at 461 Karibi-whyte JSC

16 UBN v Ogboh (supra). The Supreme Court cited several other cases where statutory nature of certain contracts of employment were acknowledged..

17 (1996) 2 NWLR (pt428) 77 at 84, Okunola JCA

18 (1994) 1 NWLR (pt 320) 350

19 (1990) 4 NWLR (pt 145) 506

20 (1994) 1 NWLR (pt 320) 350

21 NITEL v Ikaro (supra) p 363

22 Morohunfola case (supra) p 506

23 NITEL v Ikaro (supra) pp 363-364

24 (1993) 6 NWLR (pt 300) 426

25 (1985) 2 NWLR (pt 9) 599

26 Adeniyi v Janatech (supra) pp 450-461.

27 Ibid p 461

28 Ibid p 462

29 Ibid p 462

30 Ibid p 462

31 (2001) 51 WRN I

32 Ibid pp 26-27

33 Ibid p 16

34 Adeniyi case:, Military Administrator Benue State v Ulegede, (supra)

35 Adeniyi case, UBN V. Ogboh, Gothard case, Jirgbah v UBN PLC (supra).

36 Morohunfola case (supra)

37 Adeniyi case, (supra)

38.Adeniyi case:, Military Administrator Benue state:, NITEL v Ikaro (supra).