Ejemeka obisinachi miracle

18/law01/086

Continuous assessment

The general rule of contract is, if a person can establish a mater agent relationship he has a right of action in case of any breach of the agreement, but in the case where a person cannot prove or establish any ground for master agent relationship, he is not privied to the agreement therefore he cannot enforce it.

In this case, Madam Aja being a member of a trade union, whose interest is represented by such trade union and as such she is an employee to a person known as an employer, she has automatically formed part of the exception to the privity of contract, which is her interest being represented by her trade union.

Therefore, in this case madam Aja by reason of her being a member of a trade union can enforce her right in the agreement entered by the trade union on her behalf. Also in addition to the fact of who can sue in labor agreement there is another rule in **SEC 3(3) OF THE TRADE DISPUTE ACT** which state that when the minister of labour makes it binding on the employerthrough a statute to give certain allowances or incentives to the employees, then failure to provide such allowance or incentive can give the employee right to sue.If Madam Aja has fallen into this category she can also sue based on this provison.

Furthermore, **SEC 7(1) (C) OF THE NATIONAL INDUSTRIAL COURT**  states that when the national Industrial court interprets a angreement it automatically becomes binding on both parties, this is to say without doubt that if the N.I.C interpreted the agreement between Madam Aja’s trade union and that of her employer, it will be binding on the parties concerned and breach of such agreement can be enforced by Madam Aja.

Question 2

It is a trite law that masters or principals are liable to the tort of their agent or servants. This is to ensure that third parties are not injured as a result of negligence of sevants or agents, whereby the masters will turn around and deny liability or responsibility. In this case the law will estop maters from denying liability. In the resent case of **MOHAMUD V. WM MORRISON SUPERMARKET** the court held that the test of vicarious liability was not met because there wasn’t a close knit relationship between the company and the defendant, but if the reverse was the case the company would havre been held liable for vicarious liability

However, in this case the petroleum company is fully liable for the injuries caused by Ade to Mr Alabanjo, mr Alabanjo can sue and claim damages for tort of battery, also Mr Alabanjo can proceede on criminal actions against Ade for unlawful injury or assault.

EUNICE would have said to be on her own floric if she went for a party organized outside the company, however in this case the party was organized by the company therefore the company is liable to injuries caused to her, she can sue the company for negligently allowing Ade to continue his duty at that spot after grievously injuring Mr Alabanjo. Therefore It would be advise that the proper part to be sued is the Esso Petroluem company.

ESSO PETROLUEM COMPANY will be liable for a tort of its agent, However I further advise the company to scrutinize whoever they are employing to make sure that he/she is not a person that will be attracting liability to the company, this is in the sense that the person employed should not be a person of questionable character, meaning that they can abide by instruction, they shouldn’t have anger management issues.

In conclusion In the rule of vicarious liability even if a damage is caused by a worker or to a person not a worker, even if it is not in the actual cause of duty but to a large extent a reasonable man should still link it up or connect it to sevice or activities of the comany the company will be liable as seen in the case of **BELLMAN V. NORTHAMPTON RECRUITMENT LTD.**