



An investigation of teachers' awareness of contractual breaches in public tertiary institutions in delta state of Nigeria

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Abstract

This investigation is meant to establish whether teachers in public tertiary educational institutions in Delta State Nigeria are aware of contract, contractual breaches and other ancillary issues of breach consequential to a contract of employment, nay their contracts of employment- for example, the dimensions of contractual breaches, summary dismissal and termination of the employment of an employee or worker. In order to ascertain the above assertion, a thirteen (13)- item questionnaire was drawn and categorised into three (3) main themes- nature of contract, dimensions of contractual breaches and basis for the determination of a contract. The questionnaire was administered on one thousand (1000) respondents in a sample of the tertiary educational institutions in Delta State, out of which seven hundred (700) questionnaires were retrieved. It is established that at the first instance of the contract of employment, teachers become aware of the nature of a contractual bond, its breach and the implications of the breach of a term(s). It has also been discovered that most contracts of employment either do not contemplate or exhaust in its terms tortious, criminal and constitutional circumstances. Thus, it is of paramount importance for contractual terms of employment to be devoid of these loopholes.

Keywords: contract, employment, breach, employee, terms

Introduction

There are several factors that determine whether a nation is a sovereign state. One of such factors is the existence of defined boundaries. Again, an organized political system is an indication of the sovereignty of a state ^[1]. However, an important issue which of course has nexus with the context of this impression is an established system of laws or legislations. Nigeria, over the years has enacted several laws. In short there are covenants, orders, rules, and so on which today are part of the incorporated legal system of Nigeria. These laws of the Nigerian legal system are either Acts of the National Assembly, Laws of a State of the Federation or better still, By-Laws of Local Government Councils. The multiplicity of laws in Nigeria is in relation to the federal system of government and these laws are enacted into sectors of the Nigerian project – the economy, education, agriculture, security, international relation, etc (Kodilinye and Aluko, 1999) ^[2]. An example is the Companies and Allied Matters Act (LFN), 1990 which is enacted as an Act of the National Assembly on corporate matters, for example, on the registration and practice of companies, business names and incorporated trustees of non-profit making organizations, etc. The Labour Act of Nigeria is enacted to regulate issues on the practice of trade unions- strikes, registrations, membership, etc, regulation of working conditions, protection of workers, regulation of duties, etc (Labour Act (LFN), 1990).

The constitution of the Federal Republic of Nigeria, 1999 (as amended) is referred to as the grundnorm of the Nigerian legal system because it is saddled with the role of encapsulating the entire body of laws in Nigeria and bestowing them with

legitimacy. This is sequel to its provision in section 305 of the 1999 constitution of the Federal Republic of Nigeria (as amended) that recognizes all existing laws and laws of the federation that will be made by the acts of the National assembly of Nigeria, in as much as they are in conformity with the provisions of the constitution of Nigeria. Thus, any law (which includes by-laws, instruments, codes of conducts, or any legislation which ordinarily could be made by the legislature) that is contrary to the provisions of the 1999 constitution of Nigeria (as amended) is to the extent of its inconsistency, null and void.

It is in the above regard that institutions- public or private and their personnel- cannot do without knowledge of the legislations that established and regulate the practice of their professions. Several professionals have been humbled as a result of their ignorance as regard their code of conduct and etiquette and have incurred liability in that direction (Gayovwi, 2011). Incidences of missing scripts, results, assault- verbal or physical, intimidation, lateness to class or total absenteeism from class and even lack of competence in classes displayed by teachers are all areas of tortious liability once a contractual bond is established in a purely academic relationship (Gayovwi, 2011). This is so because institutions, founded under the law are legal entities, established under the law by an enabling instrument or legislation. This being the case, they are established with statutory flavour. They can sue and be sued; engage in projects within the confines of their scope and initiate lofty programmes by the import of the Companies and Allied Matters Act, 2020 (as amended). The knowledge of the aforementioned acquired in this regard cannot be overemphasised.

Explanation of a contract

In explaining the nature of the contractual relationship undertaken by teachers of tertiary institutions of Delta State, it is expedient to explain the nature of contract in order to grasp the fundamental issues required to constitute it.

A contract is any agreement entered by two or more persons including corporate institutions that is recognized by law as binding between the parties as regards the terms of such an agreement.

According to Sagay (2000)^[3], a contract is an agreement which the law will enforce or recognize as affecting the legal rights and duties of the parties. He also defined it as a promise or set of promises the law will enforce. He argued that not all agreements will be enforced by the law. For example, a social and domestic agreement is generally not binding in law. Also, the courts will not, except in special cases, enforce an agreement, unless it is supported by consideration.

Additionally, a contract may also be defined as a meeting of wills intended to produce legal effects. According to the author, in this definition, the core element of a contractual relationship is the will of the party who takes on the obligation and the respect for the promise made^[4].

It can further be explained as an agreement that the law or courts will enforce^[5]. This is another way of saying that enforceability is a cardinal issue in determining the relationship between parties in an agreement. If the terms or principles are broken or breached, the party against whom the terms are breached is entitled to several legal options or remedies. For example, he may wish to institute a court action against the party who transgressed the terms for specific performance or damages.

It is important, however to point out that not all agreements will ground an obligation to perform terms of a contract. As earlier said, an invitation to treat is not a contractual relationship, but an invitation to contract. Also, an informal understanding to do a particular act will not also ground a contractual obligation. For example, if a father tells his son he will purchase a toy for him on his way back from work and doesn't, such arrangement is purely domestic and not an occasion for a contractual breach. There are ingredients that must be satisfied for there to be a valid contractual relationship. Sagay (2000) posits that an *offer*, which is a definite undertaking made by one party with the intention that it will become binding on the other party is vital. However, an *invitation to treat*, which is a preliminary action to an offer is not an offer. An invitation to treat is also referred to as a declaration of intention to contract; it does not give a right to sue to a second party who suffers loss because he does not yet carry the burden of the contractual bond, the terms having not yet been reconciled^[6]. Also, Sagay (2000) identifies *acceptance* as an expression of assent to the terms of the offer as another basis for a contract. According to him, a variation of the terms (counter offer) during acceptance does not constitute an acceptance, except the terms are accepted by the offeror. A *consideration* is the burden a party needs to bear to fulfill his part of the agreement (Blacks' Law Dictionary, 2009). Other consequential conditions for a contract are that the parties must

have *legal capacity to contract* and the bond between the parties must not be to implement a crime (Sagay, 2000).

Again, Sagay (2000) identifies forms of contractual relationships—formal and informal; express and implied. According to him, a formal contract is one expressed with a seal, while an informal or simple contract is one that requires consideration from both parties. A contract by his terms is express when all terms agreed upon are documented while an implied contract is one not written down but is recognized or identified by customs, traditions, professional etiquette, usages, conventions, practices, etc. A contract of employment of teachers in tertiary institutions are usually an express contract which terms are documented for reference purposes and can be a subject of litigation when there is strained relationship of parties or breach of contract (Gayovwi, 2011)^[7].

Contract of employment

A contract of employment is a specialized kind of contract (Uvieghara, 2001)^[8] which is professionally inclined. It is also viewed as a legally enforceable agreement between an employer and an employee under an employment relationship, which establish and specifies the rights and responsibilities between the parties to the employment contract. It is concerned with the legality of the rights and obligations in an employment contract. Thus, Peretomode (1992)^[9] asserts that teacher's contract of employment is between them and their respective Governing Councils just as that of post primary institutions is between the teacher and his appropriate schools Board. It follows that contractual breaches of teachers could be a basis of the liability of the management of an institution by the doctrine of vicarious liability of tort law.

The provision of *section 91* of the *Labour Act, 2004* defines a contract of employment in these terms:

A person who has entered into or works under a contract with an employer, whether the contract is manual labour or clerical work or is expressed or implied or oral or written and whether it is a contract of service or contract personally to execute any work or labour.

The above section indicates that a contract of employment is express (that is, written down in documents); implied (that is, not written down but guided by usual practice or located in several documents). A contract of employment has also been classified as contracts, contracts under seal as well as simple contracts (Uvieghara, 2001).

A contract of employment, being a specialized kind of contract is the basis for the employment of a worker or employee. In the Nigerian circumstance it is modeled after the common law of England; under the common law, the employees of government were employed under a contract (Uvieghara 2001). According to the author, terms of the employment in England were usually imported into the contract of employment for the purposes of clarity and avoidance of vague and ambiguous circumstances. One importance of this is that an employee or worker at the instance of his employment is well abreast with the dos and don'ts of his employment.

In the Nigerian circumstance, the terms (which ought to be the extent of operations or work schedule of the worker) are not usually incorporated into the contract of employment. In short, in a number of cases, the courts have been invited to interpret the terms of establishments contained in worker's handbook, pamphlets, memorandum etc. Thus, in *Akpabot vs. College of Education, Uyo (1985) CAJ P. 270*, where the letter of appointment had an attached memorandum setting out the terms and conditions of appointment, the Court of Appeal held the memorandum as part of the contract since it was made to the knowledge of the employee. In *Ajayi vs. Texaco Nigeria Ltd. (1987)3 NWLR 577*, it was a handbook that was under contention; in *Baba vs. Nigerian Civil Aviation Training Centre (1986) 5 NWLR 514*, the issue of the employment was a copy of a staff regulation that was given to the employee after the execution of the contract of employment and after days of his resumption at work.

Be that as it may, it can be ascertained from the above that although employees including teachers of tertiary institutions become aware of regulations or terms of employment at or after the execution of the contract of employment, emphasis are not often placed on their import. Again, most of the regulations are general regulations that often than not do not cover the field of contract, tortious and criminal responsibilities.

Dimensions of contractual breaches

What is a breach of contract? It is a violation of the terms of a contract. In the opinion of the Black's Law Dictionary (2009), a breach is a violation or infraction of a law or obligation – which implies breach of warranty or a breach of duty. It stated further what constitutes a breach of contract. According to it, a breach is a violation of a contractual obligation by failing to perform one's own promise, by repudiating it, or by interfering with another party's performance. The impression argued and correctly too that a breach may be one by non – performance, or by repudiation, or by both. Every breach gives rise to a claim for damages, which can be assessed in monetary terms, specific performance or both. In *Vanguard (2009)*, a case of the reinstated lecturers of the University of Ilorin who were allegedly summarily dismissed for their roles in the activities of the Academic Staff Union of Universities (ASUU) by the Supreme Court was reported. The court agreed totally with the contention of the lecturers that although the *University of Ilorin Act, Cap. 455 (LFN), 1990* allows the institution to employ and discipline its staff; it must be in conformity with laid down conventions and bonds. This is a kind of contractual relationship between the lecturers and the academic institution that is laced with statutory flavour because an enabling law, which is the instrument that established the institution, contains the procedure for employment, suspension and/or summary dismissal and these provisions ought to be complied with *stictu sensu*. Buttressing this position of the law, the case of *Shitta Bay Vs. FDSC* ^[10] stipulates that when a statute or subsidiary legislation provides the procedure to be followed in the termination of a contract of employment, a statutory body must comply with it otherwise, the termination will be declared null and void.

An attempt is additionally made to discuss the dimensions in which breaches of contract and their implications can take. Thus, Gayovwi (2011) expresses that a contractual breach will normally arise as a result of violation of the terms of a contract. This can be induced by a tort. For example, if a teacher binds himself under a contract to conduct himself well in a professional and in his express contractual terms and undertakes to physically abuse a student, the teacher is in tort and by implication has breached his contractual terms. He may also be guilty of assault occasioning harm which is a criminal offence in Nigeria ^[11].

Also, Gayovwi (2011) ^[12] posits that a crime can also induce a contractual breach of express or implied terms of contract. For example, a case of sexual harassment on a female student by a male lecturer is a crime and also a breach of contract of an express term of observing professional etiquette – an aspect of professional misconduct.

It is yet to be ascertained if the aforesaid stipulations are in the contemplation of institutions of learning and their staff when entering into contracts of employment.

Contractual breaches and summary dismissal

Contractual breaches induce liability and this will depend on the nature of the contractual breach – and the factors which caused it, whether a tort, a crime, etc (Gayovwi, 2011). The circumstances may imply that the management in whose employment or service the lecturer is employed may be liable for the acts perpetrated by the said lecturer on the basis of vicarious liability. Thus, most institutions of learning, particularly tertiary institutions most often than not summarily dismiss such lecturers from service. A summary dismissal is a device used by an employer to terminate an employee's contract of employment instantly without recourse to conventional procedures due to the professional misconduct of the employee (Uvieghara, 2001). Thus, summary dismissal is one of the ways of terminating a contract of employment. However, in doing so, laid down procedure ought to be complied with. Thus, in the case of *Akinfe Vs. United Bank for Africa PLC (2007) 10 NWLR Pt. 1031 pg. 565*, the Supreme Court stated that he who hires can fire, nevertheless, an employer must observe and adhere to the conditions under which an employee is hired before such an employee can be fired otherwise, such an employers can ipso facto be held liable for wrongful termination of the services of the employee.

Apart from the above, there are other factors that might induce the termination of a contract of employment. They include; *frustration*- a situation wherein an extraneous factor, un contemplated by both parties make it impossible to continue the contractual bond. The legal implication of frustration is that it discharges both parties of any further responsibility; *effluxion of time*- when the time meant to discharge the contractual terms are over, then the contract of employment comes to an end; *mutual consent*- wherein parties agree mutually to terminate the contract of employment, then it is terminated; *Notice*- a party usually has the right to give the second party notice for the termination of the contract of employment ^[13].

In plethora of decided cases, the courts have been called upon to adjudicate cases of summary dismissal involving acts of professional misconduct and they have defined misconduct subject to the position of the employer since they cannot force a willing employee on an unwilling employer- *Oyedele vs. Ife University Teaching Hospital Management Board (1990) 6 NWLR 194*; *Olaniyan vs. University of Lagos (1985) 2 NWLR 599*.

It is of importance that since the contract of employment plays a cardinal role in defining particular acts of an employee efforts ought to be made to make its terms very clear, unambiguous and not vague. This will help employees to be more cautious and professional in the discharge of work schedules. In the case of *Ajayi Vs. Texaco Nigeria Ltd. (1987) 3 NWLR* an employee may be dismissed from his employ in any of this circumstance: incompetence, gross negligence, misconduct, dishonesty, falsification of documents, especially his qualifying credentials, drunkenness and drug addiction, conversion of employer's property, gross sexual immorality, etc. the list of basis for a summary dismissal are never closed.

It follows that there are no exclusive reserve of contractual breaches in tertiary institutions. The terms of the contract will normally determine the nature of the contractual breach. However, the unique feature that sometimes is a subject of litigation in court is that contracts of employment in tertiary institutions are backed by statutory flavour (Gayovwi, 2011). A contract backed by statutory flavour according to the author is one in which statute have determined the procedures for the hiring and firing of an employee. The statute or law is usually the enabling statute that established the tertiary institution. When upon the summary dismissal or sack of an employee, teacher or lecturer and the court is convinced that the enabling statute was not given close consideration, or was abysmally used, the court will usually order damages and/or the re-instatement of the affected employee. In this context therefore, it can be asserted that not all cases of breaches leading to dismissal of an employee will be enforced by the courts of law in Nigeria. Thus, in *Olaniyan vs. University of Lagos (1985)2 NWLR 599*, the Supreme Court held that once a misconduct has been alleged against an employee (lecturer) the laid down procedure must be followed to satisfy the enabling statute and while not followed the removal of the said employee is null and void.

In *Ikehide Vs. Lagos University Teaching Hospital Management Board (1974)6 CCHCJ 71*, where the contract of employment contained a term that a month's notice must be given to an employee before any termination of contract can be made was declared appropriately given by the court one month before the termination of the employee's appointment.

Relatively, in *Ajolare Vs. Kwara State College of Technology (1981) FCA 63*, the Court of Appeal held that the appointment of a lecturer was properly terminated when he was given 3 months' salary in place of notice to terminate, in as much as the basis is misconduct, although the procedure was 'odd'.

In instances of wrongful termination as mentioned previously, the court may award damages in monetary terms to the employee and in other circumstances, order for the re-instatement of the employee. The damages accessed in monetary terms is borne by the schools management precisely, the Governing Council through whom the employee was appointed and by extension Government. This is because the Council is an agent of Government and by the principles of agency the principal is bond by the acts of the agent which are within the contemplation of the terms of the agency (Bryan, 2004). The money paid is from the public treasury and Government ultimately bears the burden.

In all, it has been seen that a contractual bond is a device by which at least two persons or institutions agree to be bound to stipulated terms, known as the terms of the agreement. In institutions of learning, it is referred to as a contract of employment. It could be a substantial basis for the termination or summary dismissal of a defiant member of academic staff or non-academic staff on the grounds of the different dimensions that breaches manifest- tort, crime, constitutional, etc. However, in institutions, particularly academic institutions of learning where enabling statute established such institutions, recourse is usually made to the enabling instrument to determine the procedure for termination of employment. When a statute prescribes a form of procedure and it was violated, the courts have a tradition of making an order for the immediate re-instatement of the employee. This is because a contract of employment is a special breed of contract which according to Uvieghara (2001) subsists even after a termination has been made. It is thus of paramount importance for the contract of employment to contain as much as circumstances will allow, immediate and concrete terms that an employee ought to have in his sub-conscious in the day – to- day schedules of employment in order to avoid reckless, consequential and liability-bond actions or decisions.

Empirical consideration

This survey is an investigation meant to ascertain if teachers are aware of contractual breaches in tertiary institutions in Delta State. Therefore, it is meant to analyze the data collected through the use of questionnaires administered by trained personnel in seven (7) tertiary educational institutions in Delta State.

This article used tables to evaluate the data collected and this was done through the use of the chi-square formula for the testing of the hypotheses at 0.05 degree of freedom.

A total number of one thousand (1000) questionnaires were administered from which seven hundred (700) questionnaires were retrieved The data collected from are analyzed in this section to test the formulated hypotheses:

H₀₁:

There is no significant awareness of contractual breaches by teachers in tertiary institutions of Delta State.

The data obtained from the respondents for the testing of this hypotheses are shown in Table 1 below.

Table 1: Awareness of contractual breaches by teachers

Response	O	E	O-E	(O-E) ²	(OE) ² /E	DF	Table of value	Decision taken
Yes	510	233.3	276.7	76562.9	328.2	2	5.99	Rejected
No	150	233.3	-83.3	6938.9	29.7	-		
Indifferent	40	233.3	-193.3	37364.9	160.2	-		
Total	700				518.1			

By the import of the analyzed data presented in Table 1, it is ascertained that at the 0.05 level of significance, the data analyzed (518.1) from respondents is beyond the range of the critical level (5.99). The implication is that the hypothesis is rejected, and the alternative hypothesis is confirmed thus:

H_{A1}:

There is a significant awareness of contractual breaches by teachers in tertiary institutions of Delta State.

H₀₂:

There is no significant awareness of the implications of contractual breaches by teachers in tertiary institutions of Delta State.

To test this hypotheses, relevant data were obtained from the respondents. These are presented in Table 2 below.

Table 2: Awareness of implications of contractual breaches by teachers

Response	O	E	O-E	(O-E) ²	(OE) ² /E	DF	Table of value	Decision taken
Yes	570	233.3	336.7	113366.9	485.9	2	5.99	Rejected
No	120	233.3	-113.3	12836.9	55.0	-		
Indifferent	10	233.3	-223.3	49862.9	213.7	-		
Total	700				754.7			

Sequel to the data presentation analyzed in Table 2, it is discovered that at the 0.05 level of significance, the respondent's data under analysis is above the critical level range. This implies that the hypotheses are rejected while the alternative hypothesis is accepted thus:

H_{A2}:

There is a significant awareness of the implications of contractual breaches by teachers in tertiary institutions of Delta State.

H₀₃:

There is no significant awareness of the effect of contractual breaches on dismissal/termination of contract of employment by teachers in tertiary institutions.

Data were gathered from the respondents for the testing of this hypotheses. They are presented in Table 3 below.

Table 3: Awareness of effect of contractual breaches and dismissal/termination of employment

Response	O	E	O-E	(O-E) ²	(OE) ² /E	DF	Table of value	Decision taken
Yes	500	233.3	266.7	71128.9	304.9	2	5.99	Rejected
No	140	233.3	-93.3	8704.9	37.3	-		
Indifferent	60	233.3	-173.3	30032.9	128.7	-		
Total	700				470.9			

By the terms of data presentation analyzed in Table 3, it is seen that at the 0.05 level of significance, the respondent's data under analysis is above the critical level range (5.99). This means that the hypotheses stated above is rejected, while its alternative is accepted:

H_{A3}:

There is a significant awareness of the effect of contractual breaches on dismissal/termination of contract of employment by teachers in tertiary institutions.

state specific terms and conditions of service during the pendency of the contractual obligation. This being the case, it is safe to assert that at one time or the other, teachers in tertiary institutions of learning become aware of their contractual obligations which certainly implies a knowledge of responsibilities for the breaches of the terms that are stipulated. This often will occur at the inception of the contractual relationship when the documents containing these terms are handed over to the teacher.

Discussion of results

1. Awareness of contractual breaches by teachers

It has been asserted that contractual breaches are violations of contractual obligations by failing to perform one's own promise by replicating it or by interfering with another party's performance (Bryan, 2004). In addition, Ovieghara (2001) has expressed the fact that most contracts of employment are accompanied by notes, manuals, written impressions, etc that

2. Awareness of implication of contractual breaches by teachers

The above impression, by the terms of the analyzed data means that teachers in tertiary institutions of Delta State are significantly aware of the implications of contractual breaches in their respective contracts of employment. This is given credence, firstly by the fact that if teachers are aware of the contractual breaches as enunciated in the first hypotheses, there is a *prima facie* basis to assert that teachers in tertiary

institutions of Delta State are also aware of the implications of the breach of the terms contained in their contracts of employment.

In the opinion of Gayovwi (2011), there are several implications of contractual breaches. One of such implications is that it may induce the commission of a crime. A crime or offence by the provision of Section 2, Criminal Code Act, Cap 77 (LFN), 1990 is an act or omission which renders the person doing the act or making the omission liable to punishment under the code or under any Act, or Law. The instances where breaches of contract may induce the commission of a crime include the issue of sexual harassment in institutions of learning. In one case, *Commissioner of Police Vs. Mr. Y Lecturer (names withheld)*, the lecturer was in breach of professional etiquette in a College of Education in the Delta North Area of Delta State. He had cornered one of his female students to a hotel, drugged her and repeatedly had sexual intercourse with her which made her contract the HIV disease because the lecturer was a HIV patient. While he was in breach of professional obligations, he was also guilty of a criminal offence. The case was however strangled by the death of the said lecturer. The import of the accepted alternate hypothesis is that teachers in tertiary institutions of Delta State are significantly aware of the dimensions or implications of contractual breaches which includes the instant case cited.

Another dimension proven by the alternate hypothesis to be within the knowledge of teachers in tertiary institutions of Delta State is that breaches of contract may also include tortious liability. According to Kodilinye and Aluko (1999), a tort is a civil wrong which incurs the liability of the party at fault. This liability may be compensated by an award of damages to the angered party. In the instant of contracts of employment, it may warrant a suspension, warning or dismissal (Ovieghara, 2001).

3. Awareness of effect of contractual breaches in dismissal/termination

The assertion accepted in the alternative hypotheses implies that there is a material nexus in the circumstances that induce summary dismissal and the termination of a contract of employment; better still, by the acceptance of the hypotheses, teachers are aware of the negative effects of contractual breaches in tertiary institutions of learning, particularly in Delta State and the implications are founded in summary dismissal and termination of employment. Firstly, according to Ovieghara (2001), a summary dismissal is an immediate discontinuance of an employment without recourse to conventional processes of termination. Thus, it is an immediate way of discontinuing the employment of a worker – this may be due to outright disobedience, commission and conviction on a crime, etc.

On the other hand, and according to Ovieghara (2001), a termination of a contract of employment may occur by an agreement of the parties, by performance, frustration, the giving of notice and summary dismissal. Also, the provision of Section 9 (7), *Labour Act, Cap. 198 (LFN), 1990* provides that a contract is terminated by the expiry of the period for which it

is made or by the death of the worker before the expiry of the period for which it is made or 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. The expression “in any way in which a contract is legally terminable or held to be terminated” is all embracing. It therefore follows that a termination encompasses a summary dismissal and it is the main way of determining a contract of employment.

Thus, it can be said that there is a significant awareness of the effect of contractual breaches on dismissal/termination of contract of employment by teachers in tertiary institutions because while a contractual breach is by a frustrating act, termination of a contract is as a result of frustration or abysmal action contrary to agreed tenets (Bryan, 2004). Again, irrespective of the dimensions or circumstances that induce the breach of a contractual term- tort, crime, etc, the party or employee in breach is either summarily dismissed or has his employment terminated by regular procedure. In some other circumstances considered not too serious by an employer, a query or a stern warning is usually issued to restore sanity.

Conclusions/recommendations

This investigation was conducted to determine whether teachers in tertiary institutions of Delta State are aware of contractual breaches. To foster the investigation, thirteen (13) item questionnaires divided into: breaches of contract; implications of breaches of contract and summary dismissal and termination of contract of employment were administered to respondents in a particular sample of institutions by well trained personnel who administered and retrieved the research instrument.

A total of three (3) hypotheses were drawn and tested using the chi-square test method. The three (3) hypotheses were rejected thereby allowing their alternate hypotheses. In an attempt to streamline issues that are involved in this impression, several research questions or posers were drawn in order to guide our thoughts to specific points or assertions. Thus, the following research questions were asked:

- What constitutes a contractual relationship?
- What are the dimensions of contractual breaches and their implications?
- Are teachers of tertiary institutions of Delta State aware of contractual breaches and their implications?
- Are contractual breaches by teachers in tertiary institutions of Delta State a substantial basis for summary dismissal or termination of contract of employment?

Also, in order to ascertain the level of awareness of contractual breaches and other ancillary issues related or connected to the contract of employment of teachers in tertiary institutions of Delta State, three (3) cardinal issues were tagged in the thirteen (13) item questionnaire, to wit:

- Nature of contract
- Dimensions of contractual breaches, and
- Basis for determination of a contract

These issues were drafted in such a way that they are inter-related with the research questions and they were a subject of response from randomly selected respondents in the sample

institutions of learning.

The analyses of data revealed the following conclusions:

- Teachers are aware of contractual breaches in tertiary institutions of Delta State.
- There is awareness by teachers of the implications of contractual breaches in tertiary institutions of Delta State.
- Teachers are substantially aware of the effect of contractual breaches on dismissal/termination of contract of employment in tertiary institutions.

Thus, the impression of Sagay (2000) who identified a contractual relationship as an agreement existing between two or more persons that is legally enforceable finds expression. Again, the ingredients of a valid contractual relationship which include offer, acceptance, consideration and legal capacity to contract are also germane in this regard since it takes these elements to establish a contractual bond or a contract of employment.

The expression of Gayovwi (2011) identifying the dimensions of contractual breaches are also endorsed by the result of this impression since respondents affirmed or agreed to the dimensions of contractual breaches, particularly as it relates to tertiary institutions of Delta State.

Also, and as previously stated by Ovieghara (2001) and a plethora of cases, an understanding that summary dismissal, which is a dimension or an aspect of termination of a contract of employment is a drastic form of determining a contract of employment and the circumstances or basis in which it is applied together with a termination of employment have a connection with the basis for a contractual breach of contract – disobedience, nonchalant attitude, crime, tortuous liability etc, and teachers are substantially aware of this fact.

It is strongly recommended that since most of the terms of a contract of employment are usually contained in separate materials – books, pamphlets, handbooks, etc, care ought to be taken to include consequential actions or in actions like those of the laws of crime, tort, the constitution, etc in order that employees are not surprised by extraneous circumstances not contained in the said handbooks, pamphlets, etc, which apply impliedly by the wordings and terms of their contracts of employment.

In addition, it is important to enhance the knowledge of academics, with particular reference to the statutes and laws of the Nigerian legal system, most especially those relating to labour and labour related matters- Labour Act, Workman's Compensation Act, Factories Act, etc. This is essential for workers to be well abreast with the demands of the law – their obligations as well as privileges. This can be possible by the organization of workshops, seminars, talk shows, special lectures, etc in tertiary institutions of learning.

TABLE of cases

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TABLE of statutes

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11. For assault occasioning harm see section 355 of the Criminal Code Act, cap. 77 (LFN), 1990.
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13. See Ogunniyi O. *Nigeria Labour and Employment Law Perspective*, 2nd ed. (Lagos: Folio Publishers Limited).