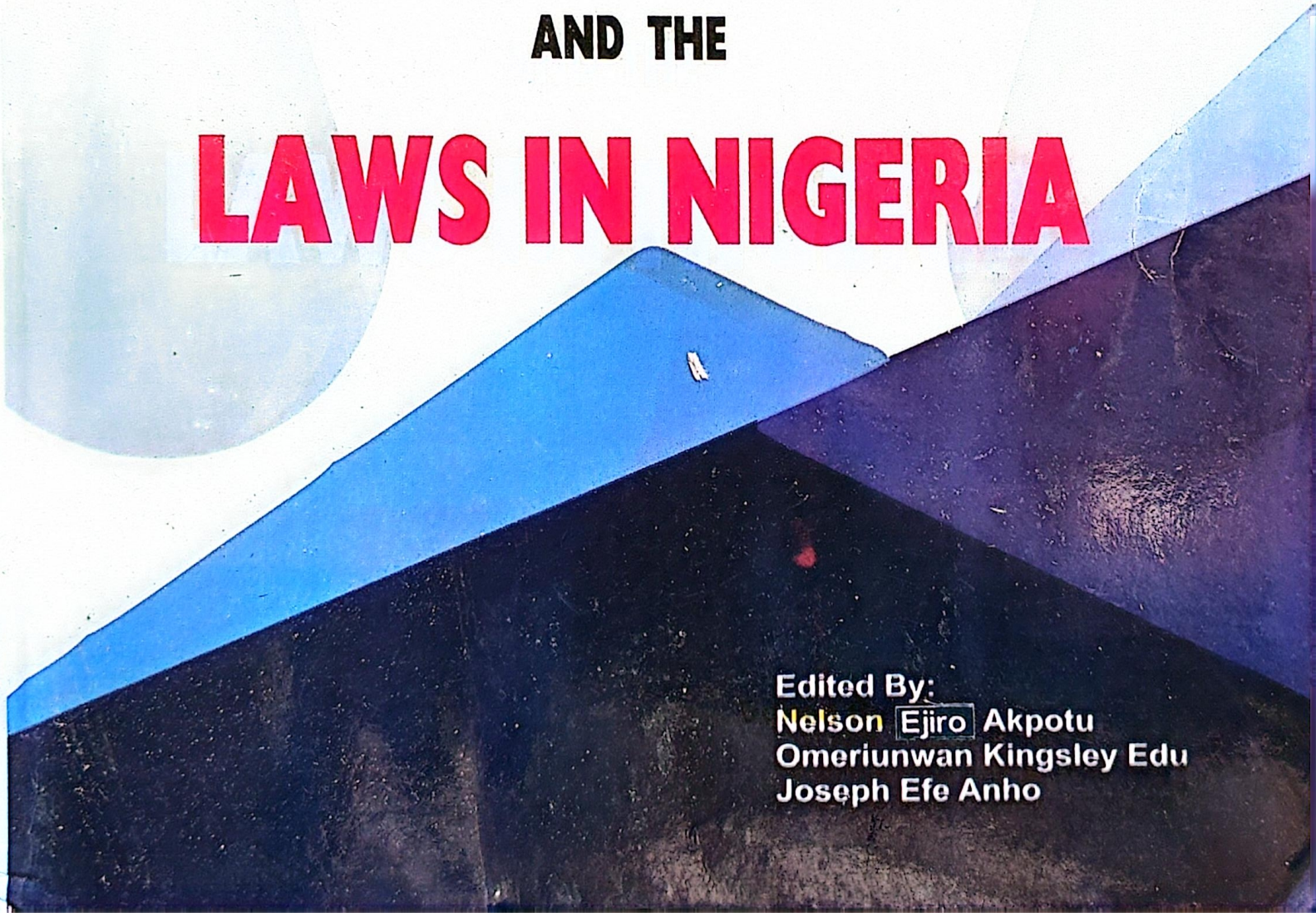
SCHOOL ORGANIZATION

AND THE

LAWS IN NIGERIA



Edited By:
Nelson Ejiro Akpotu
Omeriunwan Kingsley Edu
Joseph Efe Anho

List of Contributors

Nelson Ejiro Akpotu, Ph.D.
Professor of Educational Planning,
Department of Educational Management and Foundations,
Delta State University, Abraka.
neakpotu@delsu.edu.ng.

Omerionwan Kingsley Edu, Ph.D.
Professor of Law & Former Dean, Faculty of Law,
Delta State University, Oleh Campus

Joseph Efe Anho, Ph.D.
Associate Professor of Educational Administration,
Department of Educational Management and Foundations,
Delta State University, Abraka.

Franklins Avwoghokigho Sanubi,
NCE, B.Sc. (Ed.), M.Sc., Ph.D. Professor of International Relations,
Delta State University, Abraka;
Visiting Professor on Sabbatical, University of Calgary, Alberta Canada,

Martins Ahweyevu Mukoro,
TC II, NCE, B.Ed., LLB, LLM, Ph.D.;
Lecturer, Edwin Clark University, Kiagbodo,
Delta State

Yusuf Maigida Abdulrahman, Ph.D.
Professor of Educational History, Policy, International and Comparative Education.
Department of Educational Foundations,
University of Port-Harcourt, Rivers State, Nigeria

Alafuro Epelle, Ph. D.
Professor of International Relations,
Department of Political Science,
Ignatius Ajuru University of Education, Rumuolumeni,
Port Harcourt, Nigeria

Samuel Amaele, Ph.D.
Professor of Philosophy of Education,
Department of Educational Foundations,
Ignatius Ajuru University of Education, Rumuolumeni,
Port Harcourt, Nigeria

David Jimoh Kayode, Ph.D.
Associate Professor, Department of Educational Management,
Faculty of Education, University of Ilorin,
Kwara State, Nigeria;
kayodedj@unilorin.edu.ng

Anthonia Omosefe Ugowe, Ph.D.
Senior Lecturer, Department of Business Law,
Faculty of Law, University of Ilorin, Kwara State, Nigeria.
Ugowe.ao@unilorin.edu.ng

Ifeoma Priscilla- Lilian Okafor,
NCE, BA. Ed, M.Ed, Ph.D.
Associate Professor of Sociology of Education,
Department of Social Sciences Education,
University of Ilorin, Kwara State, Nigeria.
Okafor.ip@unilorin.edu.ng

Theresa E. Atakpo, Ph.D.
Associate Professor of Early Childhood Education,
Department of Educational Management and Foundations,
Delta State University, Abraka, Nigeria.

R. U. Akpojotor,
Senior Lecturer of Early Childhood Education,
Department of Educational Management and Foundations,
Delta State University, Abraka, Nigeria

Wilfred A. Iguodala,
Professor of Educational Planning,
Department of Educational Management,
University of Benin, Benin City, Nigeria

Rev. Fr. Prof. Jude J. Obiunu
Professor of Guidance and Counselling,
Department of Guidance & Counselling,
Delta State University, Abraka, Nigeria

Rev. Fr. Prof. JohnMark Omorovie Ikeke,
Professor of Philosophy,
Department of Philosophy & Religious Studies,
Faculty of Arts. Delta State University, Abraka, Nigeria.
drikeke@delsu.edu.ng

Vinella Okonta, Ph.D.
Senior Lecturer ,
Educational Planning,
Department of Educational Management and Foundations,
Delta State University, Abraka, Nigeria

Adams Omokaro Ekwevugbe, Ph.D.
Lecturer, Department of Educational Management and Foundations,
Delta State University, Abraka, Nigeria

Moses- Promise Omonefe Jemilatu, Ph.D.
Lecturer, Department of Educational Management and Foundations,
Delta State University, Abraka, Nigeria

Victor C. Nkedishu, Ph.D.
Lecturer, Department of Educational Management and Foundations,
Delta State University, Abraka, Nigeria

Osakwe, G. N. Ph.D.
Senior Lecturer,
Department of Educational Management and Foundations,

Delta State University, Abraka, Nigeria

A. N. Obed – Chukwuka, Ph.D.
Lecturer, Department of Educational Management and Foundations,
Delta State University, Abraka, Nigeria

Anho Roseline Okiemute, Ph.D.
Educational History; Lecturer,
Department of Educational Management and Foundations,
Delta State University, Abraka, Nigeria

Joy Alafuro – Epelle,
Lecturer, Department of Educational Management,
Ignatius Ajuru University of Education,
Rumuolumeni, Port Harcourt, Nigeria
joypelle2003@gmail.com

Rev. Fr. Francis Igben, Ph.D.
Lecturer, Department of Philosophy & Religious Studies,
Faculty of Arts,
Delta State University, Abraka, Nigeria

Kate Ekedama, Ph.D.
Lecturer, Department of Guidance & Counselling,
Department of Guidance & Counselling,
Delta State University, Abraka, Nigeria

Henry Okolie Onyebuolise
Legal Practitioner, and Doctoral Candidate,
Faculty of Law,
Delta State University, Oleh Campus.

TABLE OF CONTENTS

Preface- - - - - - - - - - **iii**
Dedication - - - - - - - - - **v**
List of Contributors- - - - - - - - - **vi**

Chapter one: School and the Law - O. K. Edu and H. O. Onyebuolise

1.1 The Concept of Law - - - - - - - - 1
1.2 Classification of Law - - - - - - - - 2
1.3 Sources of Law- - - - - - - - - 4
1.4 Meaning and Nature of Law- - - - - - - - 6
1.5 General Laws and the School Law- - - - - - - 7
1.6 School Law as the Basis for Decision Making.- - - - - - 7
1.7 Relevance of Law in School Management - - - - - - 9
1.8 Educational Laws and their Roles in Nigerian Schools- - - - 10
1.9 Education Law Cases in Nigeria- - - - - - - 14
1.10 Issues, Problems and Challenges in Legislation for Education in Nigeria - - - - - - - - - - 21
1.11 Conclusion - - - - - - - - - 23

Chapter Two: Fundamental Human Rights - M. A. Mukoro

2.1 The Concept of Fundamental Human Rights- - - - - 26
2.2. Human Rights and Religious Instructions- - - - - - 28
2.3. National Flag Salute, Recitation of Anthem and Pledges and Human Rights - 29
2.4. Human Rights and Sending Students on Errand in Schools- - - 31
2.5. Human Rights and Students' Freedom of Association and Groupings - 33
2.6. Human Rights and Invasion of Student's Privacy- - - - 34
2.7. Human Rights and its Implications for School Management, Administrators, Teachers, Students, and Parents.- - - - 35
2.8. Human Rights and the School – Community Relationship.- - - 37
2.9. Problems and Challenges in the Application of Human Rights in Nigerian Schools- - - - - - 37

Chapter Three: The Concept of Contract and Law as the Basis For Decision Making - A. O. UGOWE

3.1. Introduction - - - - - - - - - 43
3.2 What is contract- - - - - - - - - 43
3.3 Delineating the ingredients of contract - - - - - - 46
3.4 Offer - - - - - - - - - - 47
3.5 Acceptance- - - - - - - - - - 47
3.6 Consideration - - - - - - - - - 48
3.7 Intention to create legal relations- - - - - - - 49
3.8 Law as a framework for decision making - - - - - - 50
3.9 Understanding the interplay between contract and law in decision making - 50
3.10 Conclusion - - - - - - - - - 51

Chapter Four: Decision Making and the Law of Contract - D. J. Kayode

4.1. Concept of Law and Decision Making-- - - - - 54
4.2. Types of Decision Making- - - - - - - 55
4.3. Processes of Decision Making– - - - - - - 57
44. Law as the Basis for Decision Making- - - - - - 58
4.5. Conditions for Decision Making- - - - - - 59
4.6. Decision Making Models and the Law- - - - - - 61
4.7. Concept of the Law of Contract - - - - - - 64
4.8. Legal Basis on Recruitment, Transfer, Posting, Discipline of Staff and Students- - - - - - - - 66
4.9 Legal Basis on Certification- - - - - - - 68
4.10. Code of Conduct for Teachers and Teachers' Manual in Nigerian Schools- 70
4.11. Decision Making and it's Legal Implications in Classroom and School Management in Nigeria- - - - - - 73

Chapter Five: Educational Administration and the Law - V. C. Nkedishu & N. E. Akpotu

5.1. Concept of Educational Administration-- - - - - 77
5.2. Distinctions between Educational Administration and Educational Management- - - - - - - 79
5.3. The Administrative Tasks/ Functions/Responsibilities of the School Head - 80
5.4. School Administration and Students' Negligence in Nigerian Schools - 83
5.5. Elements/Indications of Administrative Negligence in Nigerian Schools - 85
5.6. Legal Issues/ Cases and Implications of Administrative Negligence in Nigerian Schools-- - - - - - 87

Chapter SIX: School Supervision, Inspection and the Law - A.O. Ekwevugbe and M. O. Jemilatu

6.1. The Meaning and Concept of School Supervision - - - 95
6.2. The Types of School Supervision in Nigerian Schools - - - 98
6.3. The Meaning and Concept of School Inspection-- - - - 106
6.4. Similarities and Differences Between Supervision and Inspection of Schools In Nigeria- - - - - - 109
6.5. Legal Cases /Implications of Negligence in School Supervision and Inspection - - - - - - - - - - 112
6.6. Problems and Challenges of School Supervision and Inspection in Nigerian Schools- - - - - - - - 114

Chapter Seven: School Records and the Law - G. N. Osakwe

7.1. Meaning and Concept of School Records- - - - - 118
7.2. Types of Records Kept in Schools (Classified and Unclassified School Documents)- - - - - - - - 119
7.3. Importance/Relevance of School Records- - - - - 120
7.4. Storage and Retrieval of School Records - - - - - 121
7.5. Legal Issues in Record Keeping and the Law - - - - 121
7.6 The Problems and Challenges of School Records - - - - 123

Chapter Eight: Leadership in Schools and the Law - J. A. Epelle and A. Epelle

8.1. The Meaning and Concept of Leadership- - - - - 126
8.2. Leadership Styles- - - - - - - - 128
8.3. Theories of Leadership-- - - - - - - 134
8.4. Factors that Influence Leadership and Leadership Styles-- - - 141
8.5. Major Elements of Leadership and the Law (Vicarious Liability)- - 141
8.6. Legal Implications of Applied Leadership Styles in Nigerian Schools - 143
8.7. Problems and Challenges of Leadership in Nigerian Schools. - - - 143

Chapter Nine: Communication in Schools and the Law: J. E. Anho and A.N. Obed-Chukwuka

9.1. The Concept of Communication in Schools - - - - 147
9.2. Types, / Forms of Communication in Schools - - - - 147
9.3. Patterns and Channel of Communications- - - - - 151
9.4. Communications Network, Process and Elements in Schools - - 155
9.5. Importance, Relevance and Functions of Communications in School - 158
9.6. Barriers in Communication - - - - - - 162
9.7. Ways of Overcoming Communication Barriers in Schools - - 164
9.8. Legal Issues of Communications and Schools- - - - - 165
9.9. Elements of Defamation and Invasion of Personal Privacy - - - 166
9.10. Problems/ Challenges and Legal Implications/Issues of Communication in Schools- - - - - - - 170

Chapter Ten: Administration of Early Childhood Education and the Law - R. U. Akpojotor and T. E. Atakpo

10.1. The Concept of Early Childhood Education and the Law- - - 173
10.2. The Laws and Policies Enabling Childhood Education in Nigeria- - 179
10.3. Management and Administration of Early Childhood Education in Nigeria- 181
10.4. Public and Private Early Childhood Learning Centers in Nigeria-- - 183
10.5. Criteria for Staff Selection and Recruitment for Early Childhood Education in Nigeria- - - - - - - - 184
10.6. Management and Administrative Challenges of Early Childhood Education in Nigeria- - - - - - - - 186
10.7. Legal Issues/ Problems and Challenges facing the Management and Administration of Early Childhood Education in Nigeria. - - 188

Chapter Eleven: Educational Planning and the Law as a Compass - V. Okonta and N. E. Akpotu

11.1. The Concept of Educational Planning in Nigeria- - - - 191
11.2. Principles and Types of Educational Planning in Nigeria - - - 195
11.3. Educational Planning Process and Approaches to Educational Planning Process- - - - - - - - 199
11.4. Legal Parameters/ Regulations Guiding Educational Planning in Nigeria - - - - - - - - - 203
11.5. Problems, Challenges and Legal Issues Confronting Educational

Planning in Nigeria - - - - - - - 207

Chapter Twelve: School Location Planning and the Law - I. P. Okafor

12.1. The Concept of School Location Planning - - - - 212
12.2. The Laws and Principles Guiding the location of Schools- - - 215
12.3. The Laws and Principles Guiding the Location of School Grounds and Infrastructures- - - - - - - - 218
12.4. The Laws and Principles Guiding the Provision and Maintenance of School Equipment and Infrastructures. in Nigeria- - - - 221
12. 5. Problems /Challenges and Legal Issues Confronting the location/ Provision and Maintenance of Educational Equipment and Infrastructures in Nigeria- - - - - - - 225

Chapter Thirteen: Educational Planning and the Law: - W. A. Iguodala

13.1. The Concept of Educational Planing - - - - - 230
13.2 The Principles and Types of Educational Planing- - - - 231
13.3 Educational Planning Process and Approaches to Educational Planning - 233
13.4 Legal Parameters / Regulations Guiding Education Process in Nigeria - 236
13.5 Problems / Challenges and Legal Issues Confronting the Planning and Implementation of Educational Policies in Nigeria - - - 237

Chapter Fourteen: Historical Development of Education and the Law - Y. M. Abdulrahman & R. O. Anho

14.1. Introduction - - - - - - - - - - 239
14.2. Education Ordinances - Colonial Legislation and Polices on Education - 241
14.3. Education Legislation, Decrees, Edits, Bye-laws and Policies Since Independence to-date- - - - - - - - 246
14.4. The Role of the Education Laws in the Development of Education in Nigeria- - - - - - - - - 249
14.5. Issues, Problems and Challenges of Educational Legislation in the Development of Education in Nigeria- - - - - 252

Chapter Fifteen: Education Laws and Politics in Nigeria - F. A. Sanubi

15.1. Politics and Politics of Education in Nigeria- - - - - 255
15.2. Education Policy Making Process in Nigeria- - - - - 256
15.3. Major Past and Present Education Policy in Nigeria- - - - 260
15.4. Roles and Interests of Individuals and Groups in Education Policy Formulation and Implementation In Nigeria- - - - - 263
15.5. Legal Implications of Politics and Political involvement in Nigeria Education System- - - - - - - 264
15.6. Problems and Challenges of Politics and Political Involvement in Nigeria Education System.- - - - - - - 265
15.7. Lessons for Nigeria from International Politics of Education- - - 266

Chapter Sixteen: The Dimensions of Philosophy of Education and the Law - S. Amaele

16.1. The Concept of Philosophy of Education and the Law- - - - 268
16.2. Schools of Philosophy and their Education tenets- - - - 269
16.3. Schools of Philosophy of Education and the Law- - - - 274
16.4. The Relevance/Importance of Philosophy of Education and the Law in Nigeria.- - - - - - - - 276
16.5. The Challenges in the Application of Philosophy in the Administration of Education Law in the Nigerian School System. - - - - 281

Chapter Seventeen: The Scope of Psychology of Education and the Law - J. J. Obiunu and K. Ekedama

17.1. The Concept of Educational Psychology and Law in School- - - 287
17.2. Child Psychology and the Law- - - - - - - 289
17.3. Adolescent Psychology and the Legal Framework in Education- - - 292
17.4. Adult Educational Psychology and the Legal Framework in Education- - 295
17.5. The Importance of Educational Psychology in Nigeria School Counselling, Administration and the Law - - - - - 299
17.6. Problems with using Psychology in Nigeria Schools to run the Law and Education- - - - - - - - 302
17.7 How Educational Psychology and the Law affect Education - - 305

Chapter Eighteen: Educational Trade Unionism and the Law in Nigeria - A. Epelle

18.1. Historical Perspective of Educational Trade Unionism - - - - 312
18.2. Activities and Roles of Educational Trade Unions in Nigeria- - - 313
18.3. The Law, Government Policies and Trade Unions in Nigeria- - - 314
18.4. Government Efforts at Controlling Educational Trade Unions - - 315
18.5. Law Enforcement Agencies and Educational Trade Unions- - - 317
18.6. Educational Trade Unions and Strikes in Nigeria– - - - 318
18.7. Issues, Problems, Challenges and Prospects of Educational Trade Unions in Nigeria- - - - - - - 320
18.8 Conclusion and Recommendations - - - - - 322

Chapter Nineteen: Education, Ethics, Morality and the Law. J. M. O. Ikeke and F. Igben

19.1. Conceptual Meaning of Ethics and Morality- - - - - 327
19.2. Ethical Issues/Problems in Nigeria Education - - - - - 328
19.3. Ethical Issues/Problems in Schools and in School Management - - 330
19.4. Ethics and Morality in Education- - - - - - 331
19.5. Moral Virtues and Legal Issues in Nigeria Education - - - - 332
19.6. Conclusion and Recommendations .- - - - - 334
Index - - - - - - - - - 336

CHAPTER THREE

THE CONCEPT OF CONTRACT AND LAW AS THE BASIS FOR DECISION-MAKING

A. O. Ugowe

3.1. Introduction

Decision-making, whether within the context of business or governance, is a trajectory usually fraught with uncertainty and unpredictability. The sometimes-unpredictable nature of human interaction and the uncertainty of socio-economic variables presuppose that outcomes are scarcely fixed or predetermined. To this extent, entities consistently strive to navigate these dynamics, which sometimes include making ethical considerations, balancing interests, and considering financial risk, without compromising regulatory constraints. It is on this ground of sheer fluidity that contract and law have emerged as stabilizing instruments, providing a balanced framework for making informed, consistent, and enforceable decisions. By imposing order and sanctity on what might otherwise be a chaotic process, these instruments help to transform subjective choices into actions that are legally grounded and socially responsible. Moreover, the instrumentality of contract and law in decision-making is not merely procedural but essentially functional. Typically, law operates to establish the general principles that govern behavior,[95] typically ensuring that decisions align with recognized norms of justice, fairness, and equity. On the other hand, a contract serves as the practical instrument through which parties formalise their intentions and expectations. Together, the combination of contract and law bridges the gap between abstract legal ideals and practical realities, providing decision-makers with both guidance and enforceability. Whether in the negotiation of a commercial transaction, the exercise of governmental authority, or the resolution of personal disputes, law and contract ensure that choices are not only deliberate but also legally defensible.

3.2. What is a Contract?

Generally, contracts represent the deliberate meeting of minds between parties seeking to create enforceable obligations and secure predictable outcomes. In the realm of business and commerce, almost every decision-making process finds expression through contractual relationships; the decision-making process may include the consideration to buy, sell, lease, employ, invest or to provide service. Contracts enable parties to plan for the future, allocate risks, and define the remedies available in the event of a breach. In this sense, contracts are not merely administrative formalities but dynamic tools of governance that convert abstract intentions of parties into concrete and actionable commitments. The process of contract formation itself exemplifies structured decision-making. Through negotiation, parties assess alternatives, weigh risks, and reach consensus on terms that reflect their mutual interests. The Legal ingredients of contracts, such as offer and acceptance, consideration, capacity, intention to create legal

[95] Valentin Ershov, 'The essence of the principles of law' (2018) 12(11) Journal of Siberian Federal University. Humanities & Social Sciences, 2089-2103.

relations, and capacity to contract, ensure that these decisions are made consciously and responsibly.[96] It suffices, therefore, that where these ingredients are absent or ambiguous, a contract may not be said to have taken place.

Depending on the nature of the transaction or circumstances surrounding a decision-making process, a contract can be formal, simple, express, implied, unilateral, or bilateral.[97] An agreement between parties is referred to as formal, where such a contract is required to be in writing and under seal. It is also known as a contract under seal. As such, a formal contract is valid based on the principle that it was signed, sealed, and delivered, highlighting the absence of consideration.[98] This type of contract is typically used for transactions involving significant legal consequences, such as conveyances of land, powers of attorney, or guarantees. Within the context of traditional practice, the requirement for a seal demonstrates a solemn promise to be bound to the contract in question. In *LAC Ltd v. Inland Revenue Commissioners*,[99] the court affirmed that a deed is binding even in the absence of consideration once properly executed. Similarly, in Nigeria, Section 77 of the Property and Conveyancing Law of 1959 codifies the requirement that deeds must be executed under seal. Thus, the key distinguishing feature of a formal contract is its execution process, not the presence of consideration, underscoring its enforceability once due formalities are observed. Moreover, simple contracts are more or less informal contracts that are not signed, sealed, and delivered, yet it is furnished by consideration to take effect.[100]

Additionally, an express contract refers to an agreement with clear, unambiguous terms. The clear expression of contractual terms eliminates doubts and enables the court to enforce the intentions of the parties as declared in the agreement.[101] In *Routledge v. Grant*[102], the claimant was offered a lease which was agreed to be consummated within six weeks, being the period of time opened to the claimant. The defendant, however, offered the lease to another party who consummated the transaction within six weeks. As such, the court was required to decide whether the initial offer was erroneously withdrawn in view of the fact that the claimant had promised to consummate the contract. The court submitted that an express offer that was withdrawn before acceptance could not form a binding contract, reiterating that the clarity of expression governs enforceability. Express contracts are foundational in commercial law, such as in written leases, contracts of sale, employment agreements, and purchase orders, where the certainty of terms reduces the likelihood of disputes.[103] However, where a contract is implied, it proposes that such a contract can be inferred from the conduct of the parties.[104] From the actions and inactions of parties, contractual obligations can be deduced in that both parties demonstrate mutual intent. In *Brogden v. Metropolitan Railway Co.*,[105] the

[96] Orient Bank v. Bilante International (1997) 8 NWLR 37.
[97] Jan Smiths *Contract law: a comparative introduction*. Edward Elgar Publishing (2021)<https://files.thesaurus.ie.edu/civil-law-contracts-llb-1-2(1).pdf> accessed 12 Octoer 2025.
[98] First National securities ltd. v Jones 1978 2 WLR p.415
[99] [1968] 1 WLR 589
[100] Adams Dale, 'Using contracts to analyze informal finance' (2019) In *Financial Landscapes Reconstructed*, Routledge, pp. 179-192.
[101] Preston Torbert, 'A study of the risks of contract ambiguity' (2014) 2 Peking University Transnational Law Review, 1.
[102] (1828) 4 Bing 653; 130 ER 920.
[103] Regan Meloche, Durga Sivakumar, Amal Anda, Sofana Alfuhaid, Daniel Amyot, Luigi Logrippo, and John Mylopoulos, 'A web-based environment for the specification and generation of smart legal contracts' (2025)<https://arxiv.org/pdf/2509.11258> accessed 12 October 2025.
[104] George Cohen, 'Interpretation and implied terms in contract Law' (2011) *Contract Law and Economics* 6.
[105] (1877) 2 App Cas 666

House of Lords held that a contract can be implied from conduct, in which case both parties acted upon draft terms without formal execution, thereby indicating assent.

A unilateral contract arises when one party makes a promise that is accepted through performance rather than a reciprocal promise. The case of *Carlill v Carbolic Smoke Ball Company*[106] represents one of the most celebrated authorities in the law of contract, particularly on the formation of binding obligations through unilateral offers. The Carbolic Smoke Ball Company, in the late 19th century, advertised that it would pay £100 to any person who used its "smoke ball" product as directed and still contracted influenza. The company further claimed to have deposited £1,000 in a bank to demonstrate the sincerity of its promise. Mrs. Louisa Carlill, having relied on the advertisement, purchased and used the smoke ball as prescribed, but caught influenza. When the company refused to pay the £100, she sued, contending that the advertisement constituted a binding contractual offer to the public, which she had accepted by performing the stipulated act. Upon appeal, the court held in favor of Carlill, establishing that the advertisement constituted a unilateral offer capable of acceptance by anyone who performed the required conditions. The court reasoned that the deposit of £1,000 in the bank indicated the company's serious intent to be legally bound, thereby negating any suggestion of mere sales puffery or invitation to treat. It further held that Mrs. Carlill's performance of the conditions, which included purchasing and using the smoke ball, amounted to acceptance and consideration sufficient to form a valid contract. Thus, all the essential elements of a binding agreement, such as offer, acceptance, consideration, and intention to create legal relations, were satisfied. The case clarified that in unilateral contracts, notification of acceptance is not required before performance; the act of performance itself completes the contract. The implications of the *Carlill* decision are profound and enduring. It established the principle that clear and definite promises made to the public can give rise to enforceable obligations when relied upon and acted upon by individuals. This case laid the foundation for the modern doctrine of unilateral contracts and remains a guiding precedent for determining when promotional statements, advertisements, or public promises create legal commitments. It also reiterated one of the key underpinnings of contract, in that, the law looks to the outward expression of intent rather than internal intentions. In essence, *Carlill v Carbolic Smoke Ball Company* reinforced the idea that once a party manifests an intention to be bound by explicit terms, and another party performs accordingly, a legal obligation arises, enforceable by law to ensure fairness and commercial certainty.[107]

On the other hand, where a contract is not unilateral, it is bilateral. A contract is bilateral, where it involves mutual promises with each party undertaking an obligation to the other, usually around the premise of doing something in exchange for the other's performance. It is formed when an offer is accepted with a corresponding promise rather than performance. In *Currie v. Misa*,[108] the court defined consideration as a benefit to one party or detriment to the other, thereby underscoring the reciprocal nature of bilateral

---

[105] (1877) 2 App Cas 666
[106] (1893) 1 QB 256
[107] Pierre Legrand, 'Kischel's Comparative Law: Fortschritt ohne Fortschritt' (2020) 15 Journal Comparative Law, 292.
[108] (1875) LR 10 Ex 153

contracts. Most commercial agreements, such as sale of goods, leases, and service contracts, are bilateral in nature. For instance, in *Balogun v. National Bank of Nigeria Ltd*,[109] the Supreme Court upheld a bilateral agreement where mutual promises to lend and repay money created enforceable obligations. Hence, bilateral contracts embody the essence of commercial exchange mutuality, reciprocity, and legal accountability between the parties.[110]

Moreover, contracts espouse freewill through which party autonomy and freedom of choice within the precincts of legality;[111] this allows parties to tailor their obligations to unique circumstances while still enjoying the protection of enforceable legal standards.[112] In international business, contracts become even more critical as they bridge diverse legal systems and cultures, serving as the lingua franca of commercial relations.[113] Thus, the contract is not only a legal document but also a decision-making framework that embodies foresight, negotiation, and accountability. In commercial transactions, contracts are indispensable instruments that formalise relationships and define the rights, obligations, and expectations of parties.[114] They serve as the foundation upon which trust and cooperation are built, particularly in a globalised economy where business dealings transcend national boundaries and cultural differences.[115] A well-structured contract functions as both a planning and control mechanism, considering that it anticipates potential uncertainties, allocates risks, and provides remedies in case of breach. The application of contract law, therefore, transforms decision-making from a subjective process into an objective one governed by principles such as offer and acceptance, consideration, and the intention to create legal relations. These legal doctrines ensure that commercial decisions are enforceable, equitable, and consistent with broader business norms.

3.3. Delineating the Ingredients of Contract

Within the parlance of law, the ingredients of a contract essentially refer to the components of a contract that must be clearly present for an agreement to be legally valid and enforceable.[116] These ingredients include offer, acceptance, consideration, and intention to create legal relations, along with other factors such as capacity, free consent, and legality of purpose. Each ingredient serves a distinct role in ensuring that the contract is formed through mutual agreement, underlined by something of value,

---

[109] (1978) 3 SC 155

[110] Irina Sakharova, 'The bilaterality of contract' (2025) In *Research Handbook on the Philosophy of Contract Law*, Edward Elgar Publishing, pp. 178-191; Aditi Bagchi, 'Contract as Exchange' (2024) Fordham Law Legal Studies Research Paper; 113.

[111] Emmanuel Sani, 'International Contractual Obligations and the Limits of Parties Autonomy in their Choice of Jurisdiction and the Applicable Law' (2024) 1(2) *Fountain University Law Journal*, 154-172.

[112] Born, Gary, and Cem Kalelioglu, 'Choice-of-law agreements in international contracts' (2021) 50 Georgia Journal of International and Comparative Law, 44; Arthur Ripstein, 'The Contracting Theory of Choices' (2021) 40(2) Law and Philosophy, 185-211; Dagan Hanoch and Michael Heller, 'Specific performance: on freedom and commitment in Contract Law' (2022) 98 Notre Dame Law Review, 1323.

[113] Gilles Cuniberti, 'The international market for contracts: the most attractive contract laws' (2013) 34 Northwestern Journal. International Law and Business, 455.

[114] Catherine Magelssen, Beverly Rich, and Kyle Mayer, 'The contractual governance of transactions within firms' (2022) 33(6) Organization Science, 2226-2249.

[115] ibid

[116] Saksham Srivastav, 'Essentials of a Valid Contract' (2021) 3 Indian Journal of Law and Legal Research, 1.

reflects genuine intent to be bound by law, and operates within lawful boundaries.[117] The absence of some/all of these ingredients would ordinarily mean that an agreement cannot constitute a binding contract; this is because the law and indeed the courts recognise only those arrangements that meet these foundational requirements.

3.4. Offer

An offer is a clear and definite expression by one party (regarded as the offeror) of their willingness to enter into an agreement on certain terms, with the intention that it shall become binding upon acceptance by the other party (the offeree). For an offer to be valid, it must be communicated, certain in its terms, and made with the intention to be bound once accepted. The principle of offer provides a foundation for decision-making by defining the initial stage of contractual intention, ensuring clarity and reducing uncertainty in legal and commercial dealings. It is on this ground that offers differ from invitations to treat, which merely invite negotiation, such as goods displayed in a store.[118] Most advertisements, price displays, and auction announcements are treated as invitations to treat. In *Pharmaceutical Society of Great Britain v Boots Cash Chemists (Southern) Ltd*,[119] the court held that goods displayed on supermarket shelves were not offers but invitations to treat; the customer made the offer at the checkout, which the cashier could then accept or reject. Similarly, in *Fisher v Bell*,[120] the display of a flick knife in a shop window with a price tag was deemed an invitation to treat, not an offer for sale. The submissions of the court in the above cases portend to prevent sellers from being legally bound to every customer who shows interest and to preserve freedom of negotiation in commercial dealings. Thus, the difference between an offer and an invitation to treat is premised around parties' intention, communication, and the reasonable interpretation of conduct.

3.5. Acceptance

Upon the making of an offer, the proposition of the offeror is subjected to scrutiny by the offeree, to which it is either accepted or rejected. Acceptance occurs when the offeree unconditionally agrees to the clear terms of the offer, thereby creating a *consensus ad idem*. The rule of acceptance plays a crucial role in legal decision-making because it determines the exact moment when a contract is formed, which in turn affects the rights and obligations of both parties. Acceptance is often communicated to the offeror (unless waived) and fundamentally reflects the offer without alterations; any modification constitutes a counter-offer, which invalidates the offer. This principle was established in *Hyde v Wrench*,[121] where the court held that when the offeree attempted to

---

[117] Federick Pollock and Gustavus Henry Wald, *Principles of Contract at Law and in Equity*. BoD–Books on Demand (2024)<https://books.google.com/books?hl=en&lr=&id=F-QEEQAAQBAJ&oi=fnd&pg=PR9&dq=the+ingredients+of+a+valid+contract+in+law+&ots=VQNeQyOeis&sig=SQjDKcPare intendedbNo0s9_BtalfntUKD5Wo> accessed 16 October 2025.

[118] Micheal Draper, Thomas Lancaster, Sandie Dann, Robin Crockett, and Irene Glendinning, 'Essay mills and other contract cheating services: to buy or not to buy and the consequences of students changing their minds' (2021) 17(1) International Journal for Educational Integrity, 13.

[119] [1953] 1 QB 401

[120] [1961] 1 QB 394

[121] [1840] EWHC Ch J90

negotiate a lower price for the sale of land, it constituted a counter-offer and thus terminated the original offer. The offeror was no longer legally bound to accept the modified terms. This case underscores that altering acceptance undermines the mutuality required for contract formation; without precise agreement on the same terms, there can be no valid contract. The rule protects both parties from ambiguity and ensures that contractual obligations arise only from clearly expressed consent. To this extent, the courts rely on these dynamics to ascertain whether a binding agreement exists, particularly in disputes involving communication delays, digital exchanges, or postal contracts.

3.6. Consideration

Consideration, which refers to something of value exchanged between the parties.[122] It is one of the fundamental elements that distinguish a legally enforceable contract from a mere promise or non-obligatory arrangements. It can take the form of money, goods, services, or a promise to act or refrain from acting. Consideration must be real, lawful, and move from the promisee. The principle is grounded in the notion of reciprocity, ensuring that both sides incur an obligation or confer a benefit. Without consideration, a promise is generally unenforceable, as established by the maxim *ex nudo pacto non oritur actio* meaning that a bare promise without consideration cannot be enforced.[123] This rule was also reiterated in *Currie v Misa*,[124] where the court defined consideration as consisting of "some right, interest, profit, or benefit accruing to one party, or some forbearance, detriment, loss, or responsibility given, suffered, or undertaken by the other."

The concept of consideration plays a crucial role in shaping the fairness and enforceability of contracts. It ensures that agreements are not one-sided but involve a mutual exchange of value. This principle provides a safeguard against enforcing promises made without genuine intent or benefit, thereby upholding the integrity of contractual obligations. In *Thomas v Thomas*,[125] the court emphasized that consideration need not be adequate but must be sufficient in the eyes of the law. In that case, a widow's payment of £1 per year for the right to live in her late husband's house was held to constitute valid consideration, despite its nominal value. The ruling demonstrates that the law is not concerned with the adequacy of the consideration but rather with whether

---

[122] Vimal Dwivedi, Alex Norta, Alexander Wulf, Benjamin Leiding, Sandeep Saxena, and Chibuzor Udokwu, 'A formal specification smart-contract language for legally binding decentralized autonomous organizations' (2021) 9 *IEEE access*. 76069-76082.

[123] Bruno Rodríguez-Rosado, Antonio Legerén-Molina, and Rocío Caro Gándara, 'Cause and Consideration: Exploring the Foundations of Contract Law' (2025): 1-320; Gianti, Davide. "Paradigms and Operational Rules in Contract Law:'Theological Consensualism'and the Theory of a 'Juridical Theology'Applied to the Consent Principle." In *The Grand Strategy of Comparative Law*, pp. 143-155. Routledge, 2024; Davide Gianti, 'Paradigms and Operational Rules in Contract Law' *The Grand Strategy of Comparative Law: Themes, Methods, Developments* (2024)<https://books.google.com/books?hl=en&lr=&id=ocv9EAAAQBAJ&oi=fnd&pg=PT147&dq=understanding+the+principle+of+consideration+in+a+valid+contract+with+the+principle+of+ex+nudo+pacto+non+oritur+actio+&ots=Im7a--zGnA&sig=v0BRwQy0t9yv6lQ7vb-GDLfv1zY> accessed 14 October 2025; Giancaspro, Mark. *Consideration in Contract Law: Historic and Contemporary Principles and Perspectives*. Edward Elgar Publishing, 2024; Skrypnyk, Valentyna. "The doctrine of consideration in english contract law and related legal constructions in the law of countries of the romano-german legal family." *The Journal of VN Karazin Kharkiv National University. Series Law* 33 (2022): 83-91.

[124] (1875) LR 10 Ex 153

[125] (1842) 2 QB 851

something of legal value has been exchanged. Similarly, the doctrine of consideration underpins the law's broader role as a mechanism for fairness and accountability in decision-making. It distinguishes enforceable commercial arrangements from gratuitous promises that lack legal substance. The case of *Chappell & Co Ltd v Nestle Co Ltd*[126] further reinforced this principle; the House of Lords held that even chocolate wrappers, though trivial, constituted valid consideration when required as part of a promotional offer. This decision highlights the flexibility of the doctrine and its adaptability to modern commercial contexts. Overall, consideration serves as a vital check on the enforceability of promises, ensuring that contracts arise from genuine exchanges of value and reflecting the law's commitment to fairness, reciprocity, and justice in contractual relationships.

3.7. Intention to Create Legal Relations

For a contract to be valid and enforceable, it must be the intention of parties to want the agreement to have legal consequences. In social or domestic agreements (such as those between family members), the presumption is that there is no intention to create legal relations, while in commercial agreements, the opposite presumption applies. This distinction depicts conscious efforts to balance personal autonomy with the need for legal certainty. This element serves as a filter through which the law distinguishes between casual, domestic, or social arrangements and serious commercial dealings. The principle was clearly articulated in *Balfour v Balfour*,[127] where the court held that an agreement between a husband and wife regarding maintenance payments was not legally enforceable because the parties did not intend to create legal relations. This case highlights that in domestic settings, the law presumes no such intention unless proven otherwise.

The significance of this element lies in its ability to preserve the boundary between personal and legal obligations. In commercial agreements, the presumption is the opposite – that parties do intend to create legal relations because business transactions typically involve serious commitments and reliance on enforceable promises. In the case of *Esso Petroleum Co Ltd v Commissioners of Customs and Excise*,[128] where the court held that a promotional agreement to distribute "World Cup coins" with petrol purchases created legal obligations, as the parties operated within a commercial context. The ruling underscored the law's recognition that commercial dealings carry an inherent expectation of enforceability, thereby promoting trust, accountability, and certainty in business relationships. Furthermore,the doctrine of intention to create legal relations carries significant implications for legal decision-making, as it allows courts to discern the seriousness and enforceability of agreements based on context and conduct. It ensures that only deliberate and genuine promises are upheld, preventing courts from becoming entangled in trivial or social disputes. The case of *Merritt v Merritt*[129] illustrate this point: unlike in *Balfour*, the court found that an agreement between estranged spouses over property rights was legally binding because

---

[126] [1960] AC 87
[127] [1919] 2 KB 571
[128] [1975] UKHL 4
[129] [1970] 1 WLR 1211

it was made in a formal context, demonstrating clear intent to create legal relations. Through such precedents, the law emphasizes that intention is not inferred merely from words, but from the circumstances and the nature of the relationship between the parties.

These essential ingredients of contract, such as offer, acceptance, consideration, and intention to create legal relations, collectively establish the foundation upon which the superstructure of enforceable contracts are built. Each ingredient represents a specific legal function that contributes to fairness, certainty, and justice in decision-making. For example, offer and acceptance ensure mutual consent, consideration provides value and balance, and intention ensures that only genuine agreements attract legal consequences. Without these elements, the enforcement of promises would become arbitrary and unpredictable, undermining both private transactions and the rule of law.

3.8. Law as a Framework for Decision Making

Law serves as the foundational framework upon which rational, predictable, and equitable decision-making rests. In every organized society, the law defines the boundaries of acceptable conduct and prescribes the principles that guide human and institutional behavior. Within the commercial and corporate context, the law establishes the parameters for how individuals, firms, and governments interact, ensuring that decisions align with public policy, fairness, and legal certainty. By codifying rights and obligations, the law provides decision-makers with the tools to evaluate risks, anticipate consequences, and justify their actions within a legitimate framework. Thus, whether the decision involves entering a partnership, expanding a business, or resolving a dispute, the law offers a consistent and objective foundation for reasoned judgment. The significance of law in decision-making also lies in its ability to balance freedom and accountability. In a market-driven economy, business leaders and policymakers must make choices that promote innovation and growth, but such freedom must operate within the constraints of legality and social responsibility. Legal frameworks such as company law, competition law, and regulatory compliance regimes ensure that decisions are not made arbitrarily or in pursuit of narrow interests, but in harmony with the collective good. Moreover, the judiciary plays a pivotal role in interpreting the law and providing precedents that further refine the contours of permissible decision-making. Through judicial interpretation, the law evolves to meet new commercial realities, ensuring that decisions remain both relevant and legally defensible in a changing global environment.

3.9. Understanding the Interplay Between Contract and Law in Decision Making

The interplay between law and contract represents the synthesis of abstract legal principles and practical decision-making processes. Law provides the normative foundation that ensures fairness and justice, while contract translates those norms into operational mechanisms suited to particular relationships and transactions. Together, they create a symbiotic relationship where law legitimizes contractual agreements, and contracts, in turn, bring law into everyday decision-making. This interplay ensures that decisions are not made in isolation or guided solely by personal or corporate interest, but

are embedded in a system of enforceable norms that protect the rights and expectations of all parties involved. In practical terms, this interaction enhances certainty, predictability, and trust in commercial and organizational environments. For example, the existence of contract law enables business entities to make investment and operational decisions with confidence, knowing that agreed terms will be respected and disputes adjudicated fairly. Simultaneously, the overarching framework of public law and regulation ensures that such private agreements do not contravene societal interests or ethical standards. In this way, the harmony between law and contract transforms decision-making from a purely strategic endeavor into one grounded in legality, equity, and accountability. This integration is indispensable for sustainable development, as it provides a stable foundation for commerce, governance, and social order.

Ultimately, the intersection of law and contract in decision-making underscores the centrality of legal consciousness in every aspect of human and corporate activity. In an age marked by globalization, technological advancement, and cross-border transactions, decision-makers must appreciate the legal dimensions of their choices. Law without contract may be too abstract to guide specific actions, while a contract without law may lack legitimacy and enforceability. Their convergence ensures that decisions are informed, deliberate, and justifiable within both legal and moral parameters. Therefore, understanding the synergy between law and contract is essential, not necessarily for compliance, but for cultivating rational, transparent, and ethically sound decision-making across all spheres of life and commerce.

3.10. Conclusion

The concept of contract and law provides a vital foundation for understanding how human interactions, promises, and exchanges are given structure and legitimacy within society. The nature of a contract as a voluntary agreement between parties reflects the principles of consent, fairness, and accountability. By examining contractual ingredients like offer, acceptance, consideration, and intention to create legal relations, it becomes clear that contract law is not merely a set of technical rules but a framework designed to promote trust, predictability, and order in both personal and commercial relationships. Through this lens, contracts become more than private arrangements; they embody society's collective commitment to honoring agreements and resolving disputes through reason and justice. The types of contracts, whether written, oral, express, or implied, illustrate the law's flexibility in accommodating diverse social and economic circumstances.

This adaptability ensures that the law remains relevant across different contexts, from informal personal promises to complex business transactions. The enforcement of these various forms of contracts also reveals the dynamic role of law in protecting parties, upholding good faith, and preventing exploitation. The judicial system, by applying established principles of contract law, serves as a neutral arbiter that interprets intent, enforces obligations, and ensures equitable outcomes, thus reinforcing the rule of law as the backbone of decision-making in society. Ultimately, the interrelationship between contract and law underscores the essential role of legal principles in guiding rational and fair decision-making. Law transforms moral obligations into enforceable duties, balancing individual freedom with social responsibility. It enables individuals

and institutions to make informed, reliable, and ethical decisions in a structured environment of rights and obligations. Therefore, the study of contracts and their governing laws is not merely academic; it is central to understanding how justice, fairness, and order are achieved in a functioning society. Contract law, as a basis for decision-making, ensures that human promises are backed by the authority of law, compelling confidence, stability, and harmony in all spheres of human interaction.

REFERENCES

Adams Dale, 'Using contracts to analyze informal finance' (2019) In *Financial Landscapes Reconstructed*, Routledge, pp. 179-192.

Arthur Ripstein, 'The Contracting Theory of Choices' (2021) 40(2) Law and Philosophy, 185-211.

Aditi Bagchi, 'Contract as Exchange' (2024) Fordham Law Legal Studies Research Paper; 113.

Born, Gary, and Cem Kalelioglu, 'Choice-of-law agreements in international contracts' (2021) 50 Georgia Journal of International and Comparative Law, 44.

Bruno Rodríguez-Rosado, Antonio Legeren-Molina, and Rocío Caro Gandara, 'Cause and Consideration: Exploring the Foundations of Contract Law' (2025): 1-320:

Catherine Magelssen, Beverly Rich, and Kyle Mayer, 'The contractual governance of transactions within firms' (2022) 33(6) Organization Science, 2226-2249.

Dagan Hanoch and Michael Heller, 'Specific performance: on freedom and commitment in Contract Law' (2022) 98 Notre Dame Law Review, 1323.

Davide Gianti, 'Paradigms and Operational Rules in Contract Law:'Theological Consensualism'and the Theory of a 'Juridical Theology'Applied to the Consent Principle' (2024) In *The Grand Strategy of Comparative Law*, pp. 143-155. Routledge.

Davide Gianti, 'Paradigms and Operational Rules in Contract Law' *The Grand Strategy of Comparative Law: Themes, Methods, Developments* (2024)<https://books.google.com/books?hl=en&lr=&id=ocv9EAAAQBAJ&oi=fnd&pg=PT147&dq=understanding+the+principle+of+ consideration +in+a+valid+contract+with+the+principle+of+ex+nudo+pacto+non+oritur+actio+&ots=Im7a--zGnA&sig=v0BRwQy0t9yv6lQ7vb-GDLfv1zY> accessed 14 October 2025.

Emmanuel Sani, 'International Contractual Obligations and the Limits of Parties Autonomy in their Choice of Jurisdiction and the Applicable Law' (2024) 1(2) *Fountain University Law Journal*, 154-172.

Federick Pollock and Gustavus Henry Wald, *Principles of Contract at Law and in Equity*. BoD–Books on Demand (2024)<https://books.google.com/books?hl=en&lr=&id=F-QEEQAAQBAJ&oi=fnd&pg=PR9&dq=the+ ingredients+of+a+valid+contract+in+law+&ots=VQNeQyOeis&sig

=SQjDKcPare intendedbNo0s9_BtalfntUKD5Wo> accessed 16 October 2025.

George Cohen, 'Interpretation and implied terms in contract Law' (2011) *Contract Law and Economics*, 6.

Gilles Cuniberti, 'The international market for contracts: the most attractive contract laws' (2013) 34 Northwestern Journal. International Law and Business, 455.

Irina Sakharova, 'The bilaterality of contract' (2025) In *Research Handbook on the Philosophy of Contract Law*, Edward Elgar Publishing, pp. 178-191.

Jan Smiths *Contract law: a comparative introduction*. Edward Elgar Publishing (2021)<https://files.thesaurus.ie.edu/civil-law-contracts-llb-1-2(1).pdf> accessed 12 Octoer 2025.

Mark Giancaspro, *Consideration in Contract Law: Historic and Contemporary Principles and Perspectives*. Edward Elgar Publishing (2024)<https://books.google.com/books?hl=en&lr=&id=Wz8gEQAAQBAJ&oi=fnd&pg=PR1&dq=Giancaspro,+Mark.+Consideration+in+Contract+Law:+Historic+and+Contemporary+Principles+and+Perspectives.+Edward+Elgar+Publishing,+2024&ots=g4oVZ8SRl7&sig=QkS11vjoPKLtEQWNu9q8a6tDwTk> accessed 15 October 2025.

Micheal Draper, Thomas Lancaster, Sandie Dann, Robin Crockett, and Irene Glendinning, 'Essay mills and other contract cheating services: to buy or not to buy and the consequences of students changing their minds' (2021) 17(1) International Journal for Educational Integrity, 13.

Pierre Legrand, 'Kischel's Comparative Law: Fortschritt ohne Fortschritt' (2020) 15 Journal Comparative Law, 292.

Regan Meloche, Durga Sivakumar, Amal Anda, Sofana Alfuhaid, Daniel Amyot, Luigi Logrippo, and John Mylopoulos, 'A web-based environment for the specification and generation of smart legal contracts' (2025)<https://arxiv.org/pdf/2509.11258> accessed 12 October 2025.

Valentin Ershov, 'The essence of the principles of law' (2018) 12(11) Journal of Siberian Federal University. Humanities & Social Sciences, 2089-2103.

Valentyna Skrypnyk, 'The doctrine of consideration in English contract law and related legal constructions in the law of countries of the romano-german legal family' (2022) 33 *The Journal of VN Karazin Kharkiv National University. Series Law*, 83-91.

Vimal Dwivedi, Alex Norta, Alexander Wulf, Benjamin Leiding, Sandeep Saxena, and Chibuzor Udokwu, 'A formal specification smart-contract language for legally binding decentralized autonomous organizations' (2021) 9 *IEEE access*, 76069-76082.

Saksham Srivastav, 'Essentials of a Valid Contract' (2021) 3 Indian Journal of Law and Legal Research, 1.