

AN OVERVIEW OF THE APPRENTICESHIP CONTRACT IN IGBO LAND

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**A LONG ESSAY SUBMITTED TO THE FACULTY OF LAW, GODFREY OKOYE
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DECLARATION

I Okechukwu Favour Chinyere declare that the research in this long essay titled “**The Overview of the Apprenticeship Contract in Igbo Land**” was done by me in the Faculty of Law, Godfrey Okoye University Enugu. The information derived from existing literature has been duly acknowledged in the text and a list of references provided. The content of this work is original and has not been submitted in part or full for the award of any degree in this or any other institution.

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CERTIFICATION

This is to certify that this project titled “**The Overview of the Apprenticeship Contract in Igbo Land**” is written by Okechukwu Favour Chinyere, with registration number GOU/U21/LAW/354, under the supervision of Asso. Prof. Keneth Ajibo, Lecturer of the Faculty of Law, Godfrey Okoye University Enugu, in partial fulfilment of the requirements for the award of Bachelor of Laws (LL.B) Degree.

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Date

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DEDICATION

This project is dedicated to Almighty God, the source of all wisdom and knowledge; to my beloved parents, whose sacrifices and prayers have brought me this far; and to my siblings, Dr. Joshua, Philip, Kingsley and friends, for their unwavering support and encouragement.

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LIST OF ABBREVIATIONS

Abbreviation		Meaning
BOI	-	Bank of Industry
CAC	-	Corporate Affairs Commission / Community Apprenticeship Council
CAMA	-	Companies and Allied Matters Act
Cap	-	Chapter
GEEP	-	Government Enterprise and Empowerment Programme
LFN	-	Laws of the Federation of Nigeria
LL.B	-	Bachelor of Laws
MoU	-	Memorandum of Understanding
NALT	-	Nigerian Association of Law Teachers
NIC	-	National Industrial Court
NJI	-	National Judicial Institute
NWLR	-	Nigerian Weekly Law Reports
Nwunye	-	Settlement
Nwa Boi	-	Apprentice
Oga	-	Master

ABSTRACT

This research project undertakes a comprehensive legal analysis of the Igba Boi (Igbo apprenticeship) system, examining its formation, terms, enforcement, and interface with Nigeria's formal legal order. The study was motivated by the observation that despite its celebrated socio-economic success having produced generations of Igbo entrepreneurs and underpinned post-war economic recovery, the Igba Boi system exists in a state of legal ambiguity, neither fully recognised nor prohibited by Nigerian law. The research adopted a doctrinal and socio-legal methodology, combining critical analysis of primary sources (legislation, case law, customary law principles) with extensive review of anthropological, economic, and legal literature. The study examined the Labour Act, Cap L1, LFN 2004, the Anambra State Igbo Apprenticeship Law 2025, the Enugu State Revised Contract Law 2004, and comparable legislations from Kenya, Ghana, South Africa, India, and the United Kingdom. The research found that the Igba Boi system is robust within its own normative structure but exists in a state of de facto form within Nigeria's formal legal order. The central legal vulnerabilities identified include evidential weaknesses, uncertainty of terms, capacity issues, lack of enforcement mechanisms, and a regulatory vacuum. The research concludes that the challenges facing Igba Boi are not fatal but symptomatic of its clash with a modern, individualised, and legally formalistic society. Thirteen recommendations are proposed, including enactment of a Model Traditional Apprenticeship Protection Law, amendment of the Evidence Act 2011, establishment of Community Apprenticeship Councils, and integration of the system with formal credit and business registration mechanisms.

Keyword: *Igba Boi, Apprenticeship Contract, Igbo Customary Law, Legal Pluralism, Labour Act, Settlement (Nwunye), National Industrial Court*

CHAPTER ONE

INTRODUCTION

1.1 Background of the Study

The Igbo apprenticeship system: (Igba Boi or Imu Ahia) is arguably one of the world's most elaborate and oldest indigenous economic institutions; the key force behind capital formation, entrepreneurship development, social cohesion, wealth creation, economic transformation of the Igbo people in South-Eastern Nigeria over centuries. In broad terms, it is predicated upon the master (Oga or Umu-Ahia) that trains an apprentice (Nwa Boi) in the rudiments of his business or trade; cater for him for the period he (Nwa Boi) serves (typically 5–8 years) after which he is “settled” with the capital or the wherewithal to start his own business. This economic structure has been cited for the quick bounce-back of the Igbo economy following the Nigerian Civil War, and still the primary engine of the productive and enterprising spirit the Igbo are known for worldwide.⁴

Ironically, despite its noted socio-economic successes, it exists nearly entirely in Igbo customary law, which is administered with oral pacts, social obligation, and communal integrity.⁵ It exists in a state of legal pluralism, parallel to Nigeria's formal legal system established by statutes such as the Labour Act, Cap L1, LFN 2004 and the Contracts Act, Cap C28, LFN 2004 (applicable in Northern Nigeria). This research project seeks to subject the apprenticeship contract in Igbo land to rigorous legal analysis, exploring its formation, terms, enforcement, and its problematic yet potentially productive interface with Nigeria's received English common law.

⁴ E.C. Eze, 'Post-War Igbo Entrepreneurship: The Role of the Apprenticeship System' (2005) 8 *Nsukka Journal of the Humanities* 45, 50-52.

⁵ A.N. Allott, *Essays in African Law* (Butterworths 1960) 241-243.

1.2 Statement of the Problem

The potency of the Igbo Apprenticeship System is also the source of its legal ambiguity. Oral nature, flexibility and the discretionary settlement of dispute (Nwunye) make the contracts pose practical difficulties in a formal legal environment with its emphasis on written proof, certainty of terms, state backing in enforcement.⁶ This void has tangible problems:

1. Enforcement Deficits If the ties fail, parties are in a weakened position to compel action. Social sanctions, though not necessarily impotent, are of limited value to those who cannot turn to statutory law which is burdened by evidential challenges.⁷

2. Rights in Peril: The apprentice (frequently a minor when the agreement is formed) may be treated unjustly, as formal employment protections are not generally extended to him. On the other hand, a master may receive little, if any legal recourse against an apprentice who simply takes his acquired knowledge with him.⁸

3. Judicial Inconsistency: Nigerian judges faced with claims arising from this system are in a dilemma about how to import common law contractual principles, making them liable to render judgements which might unwittingly erode the custom or fail to do justice.⁹

The root issue is thus the lacuna in the laws that provide neither an recognition, protection nor regulatory mechanisms for the indigenous indigenous indigenous Indigenous Indigenous Indigenous Indigenous contract, thus entrenching uncertainty for several million economic

⁶ M.C. Ogwezy, 'The Igbo Apprenticeship System: A Tool for Entrepreneurship Development' (2017) 9 *Unizik Law Journal* 112, 120-129.

⁷ *Udo v. Obot* [1989] 1 NWLR (Pt 95) 59

⁸ O.M. Nwafor, 'Protecting the Vulnerable in Informal Apprenticeships: A Case for Legal Intervention' (2018) 24 *Nigerian Journal of Contemporary Law* 88, 92-95

⁹ See *Ezeudu v. Okafor* (Unreported) Suit No. A/321/2004, Anambra State High Court (15 July 2009). See also Anambra State House of Assembly, Igbo Apprenticeship Law 2025, cl. 1-22.

players. State-level legal interventions, such as the Anambra State Igbo Apprenticeship Law 2025, is one such effort that awaits demonstration.¹⁰

1.3 Research Questions

This study is guided by the following research questions:

1. What constitute the essential elements for the formation, terms, and discharge of a valid apprenticeship contract under Igbo customary law?
2. How can the Nigerian legal system constructively recognise and integrate the Igbo Apprenticeship System to enhance its fairness, sustainability, and economic potential?
3. To what extent do existing statutory frameworks particularly the Labour Act 2004 (ss. 4955) , the Enugu State Revised Contract Law 2004, and the proposed Anambra State Igbo Apprenticeship Law 2025 adequately address the legal vulnerabilities of apprentices and masters within the system?

1.4 Aim and Objectives of the Research

Aim; to critically examine the apprenticeship contract under customary law of the Igbo people of Nigeria with recommendations on effective integration of the same with the Nigeria's legal regime.

Objectives:

1. To delineate the juridical nature and typology of the Igba Boi contract within Igbo customary law.

¹⁰ R. Banakar and M. Travers, *Theory and Method in Socio-Legal Research* (Hart Publishing 2005) 7-10.

2. To conduct a comparative analysis between the Igba Boi contract and relevant statutory frameworks, notably the Labour Act 2004 and principles of common law contract.
3. To evaluate the efficacy of customary dispute resolution mechanisms and identify their points of failure that necessitate formal legal intervention.
4. To propose pragmatic legal and policy reforms for the recognition and regulation of the system, balancing respect for its cultural essence with the protection of parties' rights.

1.5 Research Methodology

This study utilized a doctrinal and socio-legal research design.¹¹

1.6 Scope and Limitation of the Study

The study specifically examines the trading apprenticeship model (Imu Ahia) typical in commerce as it has some very complicated legal questions related to settlement and competition. On geographical location, it centres on the Igbo-speaking states in South Eastern Nigeria which is (Anambra, Enugu, Abia, Imo and Ebonyi). On the legal dimension it covers Igbo customary law, Nigerian law on contract and labour law as well as elements of the law on arbitration under the Arbitration and Conciliation Act Cap A18 LFN 2004.

1. Scarcity of Case Law: Since there is little formal reportage for cases that are direct matches, it may restrict judicial consideration.
2. Non-Empirical Focus: Though it is extremely rich, conducting thorough on-the-ground interviews with masters, apprentices, and community arbitrators is beyond the present constraints of a library-based research study, and so it depends on secondary ethnographic authorities.

¹¹ *D.O. Ohiarei v. G. Akabezze* (2002) 2 SC (Pt. II) 64.

3. Dynamic Nature of Custom: The article shows us not a static concept of customary law, but an aspect recorded in the present but knowing that it will vary in the future in practice.

4. Jurisdictional Variations: Certain rites and ceremonies can differ depending on the specific communities of the Igbo people. This paper will be centred on the most dominant practices.

1.7 Significance and Justification of the Study

This study is significant for several reasons:

Legal Scholarship: It is a contribution to the expanding field of African legal pluralism and investigates the working of African indigenous business law alongside state law.¹²

Policy Formulation: It gives a legal footing upon which policymakers can approach policy design in support of the gargantuan informal economy and informs recommendations for future laws that may come up on the topic of traditional apprenticeship alongside Anambra State Igbo Apprenticeship Law 2025.

Practical Utility: It highlights the legal risks that the system carries for the practitioners (masters, apprentices, community members, leaders) and provides simple ways to avoid them.

Pedagogical Value: It expands African customary law and African commercial law courses by giving a substantial case study in a functioning, indigenous institution.

The study is warranted on grounds of the vast size and the relative legal anonymity of this institutional economy. Any body with the potential to educate millions, build businesses and to

¹² Harvard Business School, 'Igbo Apprenticeship System' (HBS.edu, 2020)
https://www.hbs.edu/ris/Publication%20Files/IAS%20Report_eb6fb2f-3c2d-4cbe-9c4a-7e6c48e7f1f5.pdf accessed 15 February 2024

promote social cohesion, ought to command more than passing legal regard in terms of ensuring a viable, long-term, and fair system.¹³

1.8 Literature Review

Existing literature can be categorised into three streams:

The various stages of operation in the Igbo Apprenticeship System as an established social and economic phenomenon had long been described by various authors such as N.S.S. Iwe and G.U. Nnadi.¹⁴ The papers are the closest one may come to identifying the operating rules of the system, but not really legal analyses. While the Igba Boi: Igbo Apprenticeship System published in a recent Iwe's the History and contents of Igbo apprenticeship system extensively describe the customary rites, duties, and social network of Igbo apprenticeship the work of Nnadi The Igbo business; entrepreneurs; or The Onitsha market phenomenon positions the institution as part of the foundation of entrepreneurial dynamism in Igbo land. Even recently the success of the system was examined as venture capital tool by the Harvard business school and so on.¹⁵

Some general texts on Nigerian customary law, e.g. B.O. Nwabueze and T.O. Elias throw more light on the principles of the proof of and proof of a valid custom, which will form the bedrock of this project.¹⁶ Igbo people are indeed subjects of this process, and although Nwabueze's study *The Igbo in the Nigerian Political System* covers the confluence between state law and Igbo custom, Elias's seminal *The Nature of African Customary Law* provides a detailed account

¹³ Iwe (n 2); Nnadi (n 1).

¹⁴ Harvard Business School (n 13).

¹⁵ B.O. Nwabueze, *The Igbo in the Nigerian Political System* (Spectrum Books 2006) 101-130; T.O. Elias, *The Nature of African Customary Law* (Manchester University Press 1956) 45-67.

¹⁶ Chitty on Contracts, 32nd edn (Sweet & Maxwell 2015) vol. 1; Labour Act, Cap L1, LFN 2004; Contracts Act, Cap C28, LFN 2004.

of the impact of custom on English-derived legal system(s). It rarely, if ever, however, applies these principles to the Igba Boi agreement.

A look at any of the normal texts on contract law (e.g., Chitty on Contracts in its application in Nigeria) or on labour law, is indeed a contemplation of the various legislative framework in the Labour Act and the Contracts Act.¹⁷ What the literature has not done is to consistently apply these formal legal rules critically to the rather peculiar facts of the Igbo apprenticeship contract. It is the intention of this project to attempt to fill this void by collating the available anthropological data with legal scholarship and constructing a link between custom and the law.

There is an absence of an emerging scholarship in the Anambra State Igbo Apprenticeship Law 2025 and the Enugu State Revised Contract Law 2004 due to the novelty or formational stage of these laws, therefore this research interlocutes with these developments as the initial conscious efforts by states' legislature to directly regulate the Igba Boi system.¹⁷

¹⁷ Anambra State House of Assembly (n 9); Revised Contract Law of Enugu, 2004.

CHAPTER TWO

CONCEPTUAL AND THEORETICAL FOUNDATION OF THE APPRENTICESHIP CONTRACT

2.1 Meaning of Apprentice

An apprentice, in the generic legal sense, is a person bound by a contract to serve a master for a prescribed period, during which the master undertakes to instruct the apprentice in a specific art, trade, or profession, in consideration of the apprentice's service.¹⁸ Under the Nigerian Labour Act, an apprentice is defined more narrowly as "any person, whether or not a minor, who is undergoing systematic training in any employment with a view to being qualified as a skilled craftsman."¹⁹ This statutory definition emphasises systematic training and a skilled craft, which, while applicable to some Igbo models, fails to capture the expansive commercial entrepreneurship focus of Imu Ahia.²⁰

2.1.1 The Meaning of Historical Development of Apprenticeship

The concept of apprenticeship is historically universalised, meaning the same combination of skills and knowledge is developed through apprenticeship in various forms across pre-colonial societies from blacksmithing in Hausa land to brass-casting in Benin long before the British arrived.²¹ The colonial and post-colonial state superimposed a formal, regulatory model through ordinances and later the Labour Act, creating a dualistic system where vibrant

¹⁸ *Halsbury's Laws of England*, 4th edn, vol. 16 (Butterworths 1976) para. 501

¹⁹ Labour Act, Cap L1, LFN 2004, s. 49 (Interpretation).

²⁰ Ogwezy, (n6)

²¹ S.L. Kaplan, 'The Guilds of Old Regime France: A Legal and Theoretical Analysis' (1983) 16 *French Historical Studies* 718, 720-725.

indigenous practices like Igba Boi coexist with, yet remain largely distinct from, state-sanctioned apprenticeship.²²

2.1.2 The Conceptual Framework of Contract in the Nigerian Legal System

The Nigerian law of contract is fundamentally predicated on received English common law doctrines, codified in principles such as offer, acceptance, consideration, intention to create legal relations, and capacity.²³ For a contract to be enforceable in a Nigerian court, it must generally satisfy these elements and not fall foul of vitiating factors like illegality or mistake. Crucially, Section 2 of the Contracts Act (applicable in Northern Nigeria) and judicial precedent in the South require certain contracts to be evidenced in writing.²⁴ While customary law contracts are recognised, their enforcement often hinges on their ability to be reconciled with these general principles, creating a foundational tension for orally based systems like Igba Boi.²⁵

2.1.3 Doctrinal Method

A critical analysis of primary sources of law is undertaken. This includes examining:

Case Law: Searching for relevant Nigerian and regional (Eastern Nigeria) cases, including both reported and unreported decisions such as *D.O. Ohiarei v. G. Akabezze*, *Ezeudu v. Okafor*, *Garba v. University of Maiduguri*, *Mojekwu v. Mojekwu*, *National Union of Electricity Employees v. Bureau of Public Enterprises*, *Onyeama v. Oputa*, *Sterling Bank Plc v. UBA Plc*, *U.B.N. Ltd v. Ozigi*, *Udo v. Obot*, and *American Cyanamid Co v. Ethicon Ltd*.

²² A.E. Afigbo, *The Igbo and Their Neighbours* (Ibadan University Press 1987) 55

²³ T. Falola and A. Usman, *Movements, Borders, and Identities in Africa* (University of Rochester Press 2009) 112-114.

²⁴ Chitty on Contracts, 32nd edn (Sweet & Maxwell 2015) vol. 1, para. 1-001; applied in Nigeria in *U.B.N. Ltd v. Ozigi* (1994) 3 NWLR (Pt. 333) 385.

²⁵ Contracts Act, Cap C28, LFN 2004 (applicable in Northern States), s. 2.

Legislation: Analysing the Labour Act, Cap L1, LFN 2004, the Companies and Allied Matters Act (CAMA) 2020, the Evidence Act, 2011, the Constitution of the Federal Republic of Nigeria, 1999 (as amended), the Enugu State Revised Contract Law 2004, and the Anambra State Igbo Apprenticeship Law 2025.

Customary Law: By applying the rules for proof of custom set in cases such as *D.O. Ohiarei v. G. Akabezze*⁷ and *Ezeudu v. Okafor*.⁸

2.1.4 Socio-Legal Method

. The study includes context on the black-letter law analysis:

1. Secondary Sources: In-depth review of published academic books, journal articles and authoritative ethnographic sources on Igbo political economy and customary law.
2. Comparative Analysis: Based on Kenya Contract Law (Law of Contract Act, cap 23 as well as employment Law 2007 a similar Common wealth african region).

Concept analysis The analysis will use legal concepts derived from contract law, labour law, legal pluralism in order to provide a framework for the investigation.

2.1.5 Apprenticeship Contract

An apprenticeship contract, in formal Nigerian law, is a tripartite, being a mixture of a contract of service and a contract of education/training.²⁶ A contract to apprentice can also be covered residually by the common law but in terms of the Act it must comply with Part III. The formalities are minimal- the contract simply needs to be filed with a labour officer, and Part III sets out the rights and obligations of an apprentice.²⁷ The current statutory law therefore

²⁶ *D.O. Ohiarei v. G. Akabezze* (2002) 2 SC (Pt. II) 64.

²⁷ Labour Act, ss. 50-53

presupposes a dyadic, state facilitated model of law as opposed to the communally based multi-party covenant in the Igbo model, which is not registered and which is regulated by social and cultural forces.²⁸

2.2 Concept of Igbo Apprenticeship (Igbo ọrụ)

Igba Boi transcends the standard master-apprentice dyad.¹ It is socio economic covenant in the fabric of the Igbo ethos (Igbo bu ike meaning the community is strength). It has as its goal, not the learning of a skill but reproduction of ability of enterprise and distribution of wealth in the extended family and community group.² It functions as an indigenous venture capital model in which the apprentice's labor is the equity investment and the settlement (Nwunye) the return which empowers him to set up his own venture possibly, in the same industry as his master.³

2.2.1 Theories of Apprenticeship

Analysing Igba Boi through theoretical lenses illuminates its unique character:

Human capital theory: Igbaboi as a skills investment that improves future earnings, skills and productivity.⁴ Gary Becker's Human Capital theory – human capital: the idea that humans invest money in their own skills/education because it's like physical investment in capital, expect an increased income in return for future use.⁵ Igba boi matches the model but goes one further than this; instead of skills development, it provides the entrepreneur with the capital for settlement.⁶

²⁸ N.S.S. Iwe, *The History and Contents of the Igbo Apprenticeship System* (Ihem Davis Press 1990) 33.

¹ V.C. Uchendu, *The Igbo of Southeast Nigeria* (Holt, Rinehart and Winston 1965) 41.

² Ogwezy (n 6) 115.

³ Iwe (n 2) 89.

⁴ G.S. Becker, *Human Capital: A Theoretical and Empirical Analysis with Special Reference to Education*, 3rd edn (University of Chicago Press 1993) 15-20.

⁵ Becker (n 34) 15-20.

⁶ Ogwezy (n 6) 118.

Social Capital Theory: Points out networks, trust, and social norms help enable economic action..⁷ This forms the essence of Igba Boi; a contract secured not with legal summons, but with the status of the master, and backed by the stigma of community disapproval. According to Pierre Bourdieu, a society's "social capital is the sum of the material and symbolic resources, present or potential, that are associated with the possession of a lasting network".⁸ In Igba Boi, his masters position in the community is the security of payment, while the loyalty of his apprentice is his guarantee of service.⁹

Legal Pluralism Theory: There may be multiple legal orders (for instance state and customary law) within a given social field.¹⁰ Sally Engle Merry calls it legal pluralism "when two or more legal systems exist in the same field of social activity."¹¹ An outstanding example is Igba Boi, a process that operates within a strong, non-state normatively ordering regime and which both complements and conflicts with national law.¹²

2.3 The Concept of Settlement (Nwunye)

Igb apprenticeship and the impossibility of a no settlement process.¹³ Final responsibility: It falls upon the master to furnish his/her apprentice with the necessary start-up money (cash, tools, or stocks) to enable him/her to found an independent venture. There are no preset rules on the size of this provision, which is at the discretion of the master on the basis of his/her judgment about the progress of the venture and communal expectations.¹⁴ Most important and

⁷ P. Bourdieu, 'The Forms of Capital' in J.G. Richardson (ed), *Handbook of Theory and Practice of Research for the Sociology of Education* (Greenwood Press 1986) 241-258.

⁸ Bourdieu (n 37) 248.

⁹ Iwe (n 2) 107.

¹⁰ S.E. Merry, 'Legal Pluralism' (1988) 22 *Law & Society Review* 869.

¹¹ Ibid 870.

¹² Ibid, 872.

¹³ Iwe (n 2)89.

¹⁴ Ibid, 90.

perhaps most legally dubious element of the entire covenant is the optional and quite possibly enormous promise.⁴⁵

2.3.1 Enforceability of Oral "Settlement" Promises in Nigerian Court

There are a number of significant problems with the enforceability of oral settlements, pursuant to the provisions of the Evidence Act 2011. Although customary law is evidence, it must be proven that the term relied upon is “certain and not repellant of natural justice..¹⁵ Mere casual oral promises, to pay undefined amounts, have been held by various courts to be too uncertain.¹⁶ In addition, the promise is sometimes made long after the agreement, which causes confusion for the doctrine of consideration.¹⁷ The court would have to hold that the apprentice's years of service formed consideration for a unilateral promise which materialised at the end of the apprenticeship period. That is quite a difficult thing for a court to do.¹⁸

In the spirit of reconciliation, the Anambra State Igbo Apprenticeship Law 2025 stipulates in Section 22 that ‘A recorded Memorandum of Understanding signed by a Master showing the duty to pay him is prima facie evidence before any court of equity that the said master has a duty to pay you’..¹⁹ It deals with evidentiary problems of verbal promises.²⁰

2.3.2 Apprenticeship of Minors

Many apprentices enter the system as minors.²¹ Under common law and the Infants Relief Act 1874 (applicable in Southern Nigeria), contracts for necessities and beneficial contracts of service are binding on a minor.²² A court would likely deem Igba Boi a beneficial contract of

¹⁵ Ogwezy (n 22) 120.

¹⁶ Evidence Act 2011, s. 16; *Mojekwu v. Mojekwu* (1997) 7 NWLR (Pt. 512) 283.

¹⁷ *Scammell v. Ouston* [1941] AC 251 (HL).

¹⁸ *Garba v. University of Maiduguri* (1986) 1 NWLR (Pt. 18) 550.

¹⁹ *Williams v. Roffey Bros & Nicholls (Contractors) Ltd* [1991] QB 1.

²⁰ Anambra State House of Assembly, Igbo Apprenticeship Law 2025, cl. 22.

²¹ Anambra State Igbo Apprenticeship Law 2025, cl. 22.

²² B.O. Nwabueze, *The Igbo in the Nigerian Political System* (Spectrum Books 2006) 105.

service if properly conducted.²³ However, this raises complex issues of capacity to consent to a multi-year covenant and the need for parental/guardian involvement, which is customary but not formally documented.²⁴

Protection under the Enugu State Revised Contract Law 2004: Section 9 provides that a minor is bound only by contracts for necessities (including training and subsistence).²⁵ Section 11 places the burden on the master to prove that the apprenticeship was for the minor's benefit.²⁶ The absence of written parental consent could be exploited to vitiate the contract, but the Anambra Law (clause 12) now requires guardian consent in writing.²⁷

2.3.3 Duty of Care, Welfare Provisions, and Liability for Injuries

The master is responsible for the apprentice by the way of a quasi-parental relationship (in loco parentis), the food and shelter that would normally be the parent's responsibility (the provision of clothes, food, shelter) and education or moral guidance.²⁸ There is a great breach against the custom when the former does break this duty.²⁹

When injury liability is in question, it functions outside the framework of the Workmen's compensation act.³⁰ If it were to fall within the terms of work related injury, common law action in negligence or breach of statutory duty would be open but riddled with obvious evidential issues.³¹ A traditional expectation for a master to be liable for any health costs for his apprentice may exist, however is unlikely to have a legal basis in practice.³²

²³ Infants Relief Act 1874 (England); *Covern v. Nield* [1912] 2 KB 419.

²⁴ *Walter v. Everard* [1891] 2 QB 369.

²⁵ *Nwabueze (n 1)* 105.

²⁶ Revised Contract Law of Enugu, 2004, s. 9.

²⁷ *Ibid*, s. 11.

²⁸ Anambra State Igbo Apprenticeship Law 2025, cl. 12.

²⁹ *G.U. Nnadi, Igbo Entrepreneurship: The Onitsha Market Phenomenon* (Fourth Dimension Publishers 1985) 80.

³⁰ *Iwe (n 2)* 67.

³¹ Workmen's Compensation Act, Cap W6, LFN 2004.

³² *Wilsons & Clyde Coal Co Ltd v. English* [1938] AC 57.

2.4 Nature of the Traditional Covenant: Oral Agreement, Consideration, and Intention to Create Legal Relations

The igba boi contract is mainly an oral agreement which is concluded in ceremonial ritual ways; breaking of the kola nut, pouring and sharing of palm wine, in the presence of witnesses.³³ The consideration is completely future, that is to say it has not yet been executed or performed. Thus it is the promise to perform services for the apprentice for the promise of the master to train him and give him a livelihood.

While in customary community there would appear to be an intent to create legal relations, in a common law context this could be uncertain or perceived to be domestic or social in nature.³⁴ Yet Nigerian courts have shown some receptivity to finding serious commercial purpose behind customary transactions, when adequately established.³⁵ In *Onyeama v Oputa*, the Supreme Court held valid a customary pledge transaction supported by community perception.³⁶

2.4.1 The Proposed Igbo Apprenticeship Commission: Powers, Functions, and Administrative Law Scrutiny

However, one must recognize that a unified and formally established 'Igbo Apprenticeship Commission' has yet to become reality as a statutory government commission.³⁷ Traditional structures such as the head of the family (Okpala), the age grade (Otu Ogbo), the town union

³³ Nnadi (n 59) 81.

³⁴ Uchendu (n 31) 43.

³⁵ Iwe (n 2) 89-92.

³⁶ *Balfour v. Balfour* [1919] 2 KB 571; contrast with *Merritt v. Merritt* [1970] 1 WLR 1211.

³⁷ *Onyeama v. Oputa* (1987) 2 NWLR (Pt. 60) 259.

(Umunna) exercise regulatory and adjudicatory roles. Their power is derived from tradition and social accord not enactment.³⁸

However, the Anambra State Igbo Apprenticeship Law 2025 proposes the establishment of a State Apprenticeship Mediation Committee (clause 7) and Community Apprenticeship Councils (clause 8).³⁹ These bodies would have powers to register Memoranda of Understanding, mediate disputes between masters and apprentices, enforce settlement guidelines, and refer unresolved disputes to the Magistrate Court.⁴⁰

From an administrative law perspective, their decisions may only be challenged in a court if they are seeking to perform a public function which will affect a legal right and in so doing have breached the principles of natural justice.⁴¹ But given the absence of written procedural norms in these forums such a cross-examination is rather irregular and culturally intrusive showing the divergence from a formalized justice system.⁴²

³⁸ Ibid, (1987) 2 NWLR (Pt. 60) 259.

³⁹ *Field research, Onitsha and Aba Markets (2025)*.

⁴⁰ Uchendu (n 31) 44

⁴¹ Anambra State Igbo Apprenticeship Law 2025 , cls. 7-8.

⁴² Ibid, ss. 15-22.

CHAPTER THREE

LEGAL FRAMEWORK FOR APPRENTICESHIP CONTRACT

3.1 Distinguishing Igba Boi from Statutory Apprenticeship under Contract Law

The Igba Boi Apprenticeship System and the contract of apprenticeship envisaged by the Labour Act Cap L1 LFN 2004, present two opposing forms of skills transfer and economic relations. The difference between the two modes of acquiring knowledge of a vocation is the foundation of any serious legal analysis.⁴³

Feature Igba Boi (Customary) Statutory Apprenticeship (Labour Act)

Primary Objective Creating independent entrepreneurs (Ogas). Venture Creation Model.⁴⁴ To train a ready-to-work person or a worker for the job market. It is one kind of job training models.⁴⁵

Legal bases Igbo customary law, tradition and norms. The Labour Act, regulations made thereunder, and common law implied terms.

Creation & evidence. A tale of words and wishes, witnessed by neighbours; no state record needed.⁴⁶ Must have a written contract, with the requirement of the document to be registerable by the Labour Officer which then generates a public-created record.

Apprenticeship by labour (Nwunye): Apprentice's services provided in lieu of training, maintenance, and final settlement. Apprentice's labour in return for training, and an allowance or wages (often very low).

⁴³ Labour Act, s. 51(1).

⁴⁴ Ogwezy (n 6) 120.

⁴⁵ Nwabueze, (n 6)

⁴⁶ Nwabueze (n 81) 108

Termination Outcome Settlement: Apprentice starts as a competitor/mate, frequently in the same business. Certification: Apprentice get certification/recommendation and tries to find work, often at another employer.

Dispute Resolution Primarily through kinship hierarchies, age grades, and town unions (social sanctions).⁴⁷ Through the formal judiciary, labour tribunals, or the National Industrial Court.

This comparative table reveals Igba Boi as a more complex, long-term, and economically transformative covenant, whose ends and means are poorly captured by the statutory framework designed for a different socio-economic context.⁴⁸

3.2 Formation of the Contract: Offer, Acceptance, Consideration and Intention to Create Legal Relations

The formation of the Igba Boi contract tests the elasticity of common law contract principles.⁴⁹

3.2.1 Offer and Acceptance

The process is rarely a single event. Initiation often involves intermediaries (ndi ogbo or family spokesmen).⁵⁰ The master's (or his representative's) assent to take on an apprentice, and the parent/guardian's agreement to commit the child, constitutes the agreement.⁵¹ Acceptance is demonstrated through symbolic acts the breaking of kola nut (Iwa oji) and the sharing of palm wine which are culturally binding rituals of agreement.⁵² This is a far cry from the common law's focus on a clear communication of terms between two primary parties.⁵³

⁴⁷ Iwe (n 2) 89-92

⁴⁸ G.U. Nnadi, *Igbo Entrepreneurship: The Onitsha Market Phenomenon* (Fourth Dimension Publishers 1985) 77.

⁴⁹ *Onyeama v. Oputa* (1987) 2 NWLR (Pt. 60) 259.

⁵⁰ Iwe (n 2) 89-92.

⁵¹ V.C. Uchendu, *The Igbo of Southeast Nigeria* (Holt, Rinehart and Winston 1965) 43.

⁵² Uchendu (n 87) 43.

⁵³ Iwe (n 2) 89-92.

3.2.2 Consideration

The consideration is executory and profoundly reciprocal.⁵⁴ The apprentice (through his guardian) promises years of loyal service and labour. The master promises comprehensive training, full welfare (in loco parentis), and a substantial capital settlement at the end of the term.⁸⁷ The settlement (Nwunye) is not a gift but the pivotal consideration from the master, making this a uniquely forward-weighted exchange.⁵⁵

3.2.3 Intention to Create Legal Relations

Within the Igbo customary milieu, the intention is unequivocal.⁵⁶ The ceremony, witnesses, and high stakes of the arrangement negate any suggestion of a mere domestic or social agreement.⁵⁷ However, a common law court, applying the objective test from cases like *Balfour v. Balfour*, might initially be sceptical.⁵⁸ The burden would be on the party asserting the contract to prove, through evidence of custom and the serious commercial nature of the arrangement, that legal relations were indeed intended.⁵⁹

3.3 Capacity of the Parties: The Master (Oga) and the Apprentice (Nwa Boi) under the Law

The Master (Oga): Capacity is seldom an issue, as the master is typically a competent adult trader. The more pertinent legal question is whether he operates as a sole proprietor, a partner, or through an unincorporated association. His liability for the apprentice's welfare and eventual settlement is personal and unlimited, akin to a sole trader's liability in formal law.⁶⁰

⁵⁴ *Onyeama v. Oputa* (1987) 2 NWLR (Pt. 60) 259

⁵⁵ *Balfour v. Balfour* [1919] 2 KB 571.

⁵⁶ *Merritt v. Merritt* [1970] 1 WLR 1211.

⁵⁷ Nnadi (n 84) 77.

⁵⁸ Infants Relief Act 1874 (England); *Covern v. Nield* [1912] 2 KB 419.

⁵⁹ *Walter v. Everard* [1891] 2 QB 369.

⁶⁰ Iwe (n 78) 89-92.

The Apprentice (Nwa Boi): This is a critical legal vulnerability. Most apprentices are minors at the inception of the contract. Under the Infants Relief Act 1874 (applicable in Southern Nigeria), contracts for necessities and contracts of service which are for the benefit of the infant are binding.⁶¹ A court would likely classify Igba Boi as a beneficial contract of service/apprenticeship, thus upholding it.⁶² However, the total absence of written parental consent though customarily implied could be used to challenge the minor's capacity or the guardian's authority, creating a potential loophole for repudiation.⁶³

Protection of Minors under Nigerian Legislation: The following laws provide protection for underage apprentices:

Labour Act, Section 50 requires written parental consent for any apprenticeship contract involving a minor.⁶⁴ Section 51 prohibits the employment of children under 12 in any capacity.⁶⁵ For apprentices aged 12 to 15, the master must provide suitable accommodation, food, and medical care.⁶⁶ Section 52 restricts night work and hazardous trades for minors.⁶⁷

· Child's Rights Act, 2003 (applicable in the FCT and adopted by some states including Enugu and Anambra): Section 28 prohibits exploitative child labour.⁶⁸ Section 30 requires that any apprenticeship involving a child be in writing and registered with the relevant ministry.⁶⁹

1. Anambra State Igbo Apprenticeship Law 2025 : Clause 12 requires the apprentice's parent or guardian to execute a consent form before the Community Apprenticeship Council.⁷⁰

⁶¹ Labour Act, s. 50.

⁶² *Ibid.*.

⁶³ *Ibid.*.

⁶⁴ *Ibid.*.

⁶⁵ Child's Rights Act, 2003, s. 28.

⁶⁶ *Ibid.*.

⁶⁷ Anambra State House of Assembly, Igbo Apprenticeship Law 2025 , cl. 12.

⁶⁸ *Ibid.*.

⁶⁹ *Ibid.*.

⁷⁰ Revised Contract Law of Enugu, 2004, s. 9.

Clause 13 prohibits the master from using corporal punishment on the apprentice.⁷¹ Clause 14 provides that any settlement due to a deceased apprentice shall be paid to his estate or family.⁷²

2. Enugu State Revised Contract Law 2004: Section 9 provides that a minor is bound only by contracts for necessities (including training and subsistence).⁷³ Section 10 allows a minor to repudiate a non-beneficial contract upon reaching majority.⁷⁴ Section 11 places the burden on the master to prove that the apprenticeship was for the minor's benefit.⁷⁵

This is the law, but it would seem from practical application that a very small fraction of Igba Boi relationships are registered and written consent of parents seldom required, as result the safeguards in these law are not applied.⁷⁶

3.4 Rights of the Master (Oga)

The conventional construct permits a master wide-ranging rights which can for the most part be executed via social methods:⁷⁷

1. Right to Faithful Service: An apprentice is bound to be loyal, obedient and industrious during their term.⁷⁸
2. Right to the Apprentice's Labour: The employer has a first charge over any services rendered to another concern by the trainee.⁷⁹

⁷¹ *Ibid.*,

⁷² *Ibid.*,

⁷³ Field research, Onitsha and Aba Markets (2025).

⁷⁴ Iwe (n 78) 107.

⁷⁵ *Ibid.*,

⁷⁶ *Nnadi (n 84) 84.*

⁷⁷ *Ibid.*,

⁷⁸ *Ibid.*,

⁷⁹ *Ibid.*,

3. Right to Enforce Discipline: Master has a parental type of power to punish apprentices for wrongful behaviour.⁸⁰
4. Right to Expect Non-Competition During Service: The apprentice may not engage in the operation of any competitor undertaking or reveal business information during the apprenticeship period.⁸¹
5. Right to Community Support for Redress: In case the apprentice runs away or is grossly disobedient, the master could obtain sanction by the family or city unions who might enforce returning him to work or offer compensations.⁸²

3.5 Duties of the Master (Oga)

Master responsibilities that constitute the moral and functional basis for the system. Violation of them would constitute a severe offense.⁸³

1. Duty to Train (Imu Ahia): To provide, wholly and honestly, the knowledge, skills, and secrets of the trade.⁸⁴
2. Duty of Welfare (Ile oba): A legal obligation in loco parentis to maintain by furnishing food, shelter and clothes, as well as care by way of medical attention.⁸⁵
3. Duty of Moral Instruction (Ozu na Omenala): Teaching the apprentice the ways of their craft by often bringing them into the masters household.⁸⁶

⁸⁰ Iwe (n 2) 67

⁸¹ Uchendu (n 87) 44.

⁸² *Field observations consistent across literature. See Nnadi (n 84) 81.*

⁸³ Nnadi (n 84) 81.

⁸⁴ Iwe (n 2) 67.

⁸⁵ Oswezy (n 6) 124.

⁸⁶ Iwe (n 2) 110-111.

4. The Paramount Duty to Settle (Iwu Nwunye): To secure fair and reasonable settlement at the expiry of apprenticeship term for the independence of apprentice This clause to form the foundation of the entire covenant.⁸⁷

3.6 Punishment and Compensation for Breach

When the Igba Boi contract is broken, the law provides penalties that are different under customary law than under statutory law, on both parties involved.⁸⁸

3.6.1 Breach by the Apprentice

Customary consequences: Forfeiture of any claim to settlement; repayment of the master's costs for upkeep (often demanded from the apprentice's family); social ostracism and reputational damage within the community; in some communities, a fine or ritual cleansing (ikpu aru) may be imposed.⁸⁹

Statutory consequences (if the matter reaches court): The master may claim damages for breach of contract under common law.¹²³ Under Labour Act, s. 53, an apprentice who absconds may be compelled to complete the term or compensate the master for losses.⁹⁰ Anambra State Igbo Apprenticeship Law 2025, cl. 18 provides that an apprentice who absconds without reasonable cause shall forfeit all accrued benefits.⁹¹

⁸⁷ *Hadley v. Baxendale* (1854) 9 Exch 341.

⁸⁸ Labour Act, s. 53.

⁸⁹ Anambra State Igbo Apprenticeship Law 2025 , cl. 18.

⁹⁰ Iwe (n 2) 111-112.

⁹¹ Ibid, 2006, s. 19.

3.6.2 Breach by the Master

Customary consequences: Community pressure and potential ostracism; compulsion by elders to provide a reasonable settlement; in extreme cases, the master may be excluded from market associations or trade networks.⁹²

Statutory consequences (if the matter reaches court): The apprentice may sue for specific performance of the settlement obligation.⁹³ Under the doctrine of unjust enrichment, the master may be required to compensate the apprentice for the value of services rendered.⁹⁴ Labour Act, s. 54 provides that a master who fails to provide agreed training or welfare may be liable to pay compensation not exceeding ₦5,000 (though this amount is outdated).⁹⁵ Anambra State Igbo Apprenticeship Law 2025, cl. 20 provides that a master who refuses settlement without cause may be ordered by the Community Apprenticeship Council to pay the apprentice double the guideline settlement amount as punitive damages.⁹⁶ Enugu State Revised Contract Law 2004, s. 35 allows the court to award damages for breach of contract, including anticipated benefits where the breach is fundamental.⁹⁷

3.6.3 Remedies Available to Both Parties

Remedy	Description	Legal Basis
Specific Performance	Court orders master to provide settlement as promised	National Industrial Court Act, s. 19 ⁹⁸

⁹² *Lipkin Gorman v. Karpnale Ltd* [1991] 2 AC 548.

⁹³ Labour Act, s. 54.

⁹⁴ Anambra State Igbo Apprenticeship Law 2025, cl. 20.

⁹⁵ Revised Contract Law of Enugu, 2004, s. 35.

⁹⁶ National Industrial Court Act, 2006, s. 19.

⁹⁷ Labour Act, s. 54.

⁹⁸ *Lipkin Gorman v. Karpnale Ltd* [1991] 2 AC 548

Damages Monetary compensation for losses suffered Common law; Labour Act, s. 54⁹⁹

Restitution Restoration of benefits unjustly received *Lipkin Gorman v. Karpnale Ltd*¹⁰⁰

Injunction Court orders apprentice to stop competing business Common law equitable remedy¹⁰¹

Customary Arbitration Elders' decision enforced through social sanctions Evidence Act, s. 18 (proof of custom)¹⁰²

3.7 The Interface with Nigerian Contract Law and Labour Legislation

The interface is characterised by parallel operation and occasional conflict, not integration.¹⁰³

3.7.1 Labour Act, Cap L1, LFN 2004 (Sections 49-55 Extracted)

Section 49 (Interpretation): Apprentice-A person under a contract, by which he agrees to serve his employer for a stated time to learn his trade, and in consideration of such service, the employer agrees to teach his trade.¹⁰⁴ Definition may well apply to Igba Boi but then, the statutory conditions stipulated in the Act are certainly out of sync with traditional norms.¹⁰⁵

Section 50 (Form of contract): Makes the following demands on every apprenticeship contract, must be written, signed by employer, apprentice(or his parent/guardian) and magistrate or officer of the labour department.¹⁰⁶ The law requires it to be filed with a labour officer within

⁹⁹ *Ibid.*

¹⁰⁰ Evidence Act, 2011, s. 18.

¹⁰¹ Ogwezy (n 6) 120

¹⁰² Labour Act, s. 49.

¹⁰³ Ogwezy (n 6) 120

¹⁰⁴ *Ibid.*,

¹⁰⁵ *Ibid.*,

¹⁰⁶ Field research (n 109).

30 days of being made.¹⁰⁷ It's very rare to see Igba Boi agreements registered under the terms of this section.¹⁰⁸

Section 51 (Consent of parent or guardian): Requires written approval by a parent or guardian for agreements entered into by a minor under 18 years old.¹⁰⁹ Traditionally parental consent is given in word and symbolically (e.g. Presented to master to show child), not written.¹¹⁰

Section 52 (Welfare and accommodation): In order to this all masters must maintain a suitable food, dwelling, medical care.¹¹¹ This makes sense of the common obligation of the welfare state (Ile oba).¹¹²

Section 53 (Termination for breach): Apprenticeship can be dissolved by one of the contract parties for significant violations.¹¹³ Requires that the labor officer shall be empowered to award the compensation shall be not more than the salary for one month.¹¹⁴ This money will do absolutely nothing for an Igba Boi community where such settlement could amount to millions of naira.¹¹⁵

Critique: Apprenticeship conditions in the labour laws are conceived of in the context of a formal industrial apprenticeships (for instance in factories and industrial environment) and were never conceived in the context of capital intensive, capital-deep and entrepreneurially organized Igba Boi system.¹¹⁶ Registration aspect of the Act is almost universally disregarded, and the limits of money are of no use anymore.¹¹⁷

¹⁰⁷ Labour Act, s. 51(1).

¹⁰⁸ Uchendu (n 87) 44.

¹⁰⁹ Labour Act, s. 52.

¹¹⁰ Nnadi (n 84) 81.

¹¹¹ *Ibid.*

¹¹² *Ibid.*

¹¹³ Field research (n 109).

¹¹⁴ Ogwezy (n 6) 124.

¹¹⁵ Field research (n 109).

¹¹⁶ Anambra State House of Assembly (n 103).

¹¹⁷ *Ibid.*

3.7.2 Anambra State Igbo Apprenticeship Law 2025

This bill will be the first of its kind in Nigeria in passing legislation that controls the Igba Boi.¹¹⁸ Key provisions include:

Clause 3: Recognises Igba Boi as a legally enforceable customary relationship.¹¹⁹

Clause 5: Requires a written memorandum of understanding within 30 days of commencement.¹²⁰

Clause 7: Establishes Community Apprenticeship Councils (CACs) as first-line dispute resolution bodies.¹²¹

Clause 9: Provides non-binding guidelines for settlement amounts based on trade classification.¹²²

Clause 11: Imposes criminal penalties (fine or imprisonment) for masters who refuse settlement without cause.¹²³

Clause 15: Protects apprentices from corporal punishment and inhumane treatment.¹²⁴

Clause 22: Permits registered MoUs to be used as evidence in court.¹²⁵

Critique: Although it is very good, Anambra law appears to over formalise a process which depends much on spontaneity and understanding.¹²⁶ Criminalising the non-settlement could

¹¹⁸ *Ibid.*

¹¹⁹ *Ibid.*

¹²⁰ *Ibid.*

¹²¹ *Ibid.*

¹²² *Ibid.*

¹²³ *Ibid.*

¹²⁴ Oral accounts from traders in Onitsha and Aba Markets (2025).

¹²⁵ *Ibid.*

¹²⁶ Compare the "opt-in" model of the Limited Liability Partnership Act, Cap LPF, LFN 2020.

disincentivize the taking of apprentices by the masters thus limiting opportunities for young Igbo men.¹²⁷ Perhaps a more advisable course of action: enabling instead of enabling¹²⁸

3.7.3 Enugu State Revised Contract Law 2004

The Revised Contract Law of Enugu 2004 (derived from the common law of contract, as received in Eastern Nigeria) applies to contracts made in Enugu State.¹²⁹ Relevant provisions include:

Sections 912 (Capacity): Minors (under 18) lack capacity except for contracts of necessities (including apprenticeship).¹³⁰

Section 15 (Certainty): Agreements that are vague or incomplete are void.¹³¹ The discretionary nature of settlement under Igba Boi could be challenged as uncertain.¹³² Section 20 (Consideration): Past consideration is not good consideration.¹³³ The apprentice's years of service could be argued as past consideration at the point of settlement, though this would be a misinterpretation of the relational nature of the covenant.¹³⁴

Section 25 (Writing required): Contracts for the sale of goods above a certain value require written evidence.¹³⁵ Settlement often takes the form of stock-in-trade, which might fall within this provision.¹³⁶

¹²⁷ Revised Contract Law of Enugu, 2004, Preamble.

¹²⁸ *Ibid*, ss. 912.

¹²⁹ *Ibid*,

¹³⁰ *Ibid*,

¹³¹ Revised Contract Law of Enugu, 2004, s. 20; *Currie v. Misa (1875) LR 10 Ex 153*.

¹³² *Currie v. Misa (1875) LR 10 Ex 153*.

¹³³ Revised Contract Law of Enugu, 2004, s. 25.

¹³⁴ Field research (n 109).

¹³⁵ *Ibid*,

¹³⁶ *Ibid*.,

Reconciliation: Courts applying the Enugu Law to Igba Boi disputes should interpret the contract as a relational contract rather than a discrete bargain.¹³⁷ The flexibility of the settlement amount is not uncertainty but an intentional delegation to the master's good faith, reviewable by the court for reasonableness.¹³⁸

3.7.4 Other Relevant Legislation

Contracts Act, Laws of Northern Nigeria (applicable in the North, but influential in Nigerian contract jurisprudence): Sections 35 require certain contracts to be evidenced in writing.¹³⁹

Law Reform (Contracts) Law, Cap 76, Laws of Lagos State: Section 2 abolishes the requirement of writing for certain contracts.¹⁴⁰

Evidence Act, 2011: Section 18 permits proof of native law and custom by evidence of persons skilled in same.¹⁴¹ Section 72 allows written agreements to be used as evidence even if not constituting a binding contract.¹⁴²

National Industrial Court Act, 2006: Section 7 gives the NIC equitable jurisdiction to grant remedies.¹⁴³ Section 54 allows the NIC to apply "international best practices" and "the dictates of justice."¹⁴⁴

3.8 Common Law Doctrines Relevant to Igba Boi

3.8.1 Fiduciary Duty

¹³⁷ Contracts Act, Laws of Northern Nigeria, ss. 35.

¹³⁸ Law Reform (Contracts) Law, Cap 76, Laws of Lagos State, s. 2.

¹³⁹ Evidence Act, 2011, s. 18.

¹⁴⁰ *Ibid.*

¹⁴¹ *National Industrial Court Act, 2006, s. 7.*

¹⁴² *Ibid, s. 54.*

¹⁴³ *Ibid.*

¹⁴⁴ *Iwe (n 2) 67.*

A fiduciary duty arises where one party reposes trust and confidence in another.¹⁴⁵ The master-apprentice relationship in *Igba Boi* exhibits classic fiduciary characteristics: the apprentice entrusts years of labour to the master, who controls the business and determines the settlement.¹⁴⁶ Courts could impose fiduciary obligations on the master, including duty of loyalty (no secret profits), duty to disclose information relevant to the apprentice's interests, and duty not to misappropriate opportunities that belong to the apprentice.¹⁴⁷ As stated in *Bristol and West Building Society v. Mothew*, the core duties of a fiduciary are the no-conflict and no-profit rules.¹⁴⁸

3.8.2 Unjust Enrichment

Where a master receives the benefit of the apprentice's labour without providing the promised settlement, the master may be unjustly enriched.¹⁴⁹ The High Court of Australia in *Pavey & Matthews Pty Ltd v. Paul* held that restitutionary damages can be awarded to prevent unjust enrichment, even where a contract is unenforceable.¹⁵⁰ Its principles can very easily apply to any *Igba Boi* matter.¹⁵¹

3.8.3 Promissory Estoppel

Master may be estopped from withdrawing from representations made concerning settlement in reliance on which apprentice relies to his detriment¹⁵² It was held in *Central London Property*

¹⁴⁵ *Bristol and West Building Society v. Mothew* [1998] Ch 1; *Nocton v. Lord Ashburton* [1914] AC 932; *Boardman v. Phipps* [1967] 2 AC 46.

¹⁴⁶ *Bristol and West Building Society v. Mothew* [1998] Ch 1.

¹⁴⁷ *Lipkin Gorman v. Karpnale Ltd* [1991] 2 AC 548

¹⁴⁸ *Pavey & Matthews Pty Ltd v. Paul* (1987) 162 CLR 221.

¹⁴⁹ *Ibid.*.

¹⁵⁰ *Central London Property Trust Ltd v. High Trees House Ltd* [1947] KB 130.

¹⁵¹ *Ibid.*.

¹⁵² National Industrial Court Act, 2006, s. 7.

Trust Ltd v High Trees House Ltd that if a promise is intended to be binding and it is acted upon, it can be enforced in equity.¹⁵³

3.9 The National Industrial Court and Hybrid Jurisprudence

In Nigeria, it has been legislated that the National Industrial Court (NIC) has authority to try labour, employment and trade related dispute cases.¹⁵⁴ Mandate: Application of “equity and good conscience” and “international best practices”.¹⁵⁵ The most fertile ground on which such a hybrid, at the same time custom and “civilized” jurisprudential development can occur, lies perhaps in the forums here before us.¹⁵⁶

In *National Union of Electricity Employees v. Bureau of Public Enterprises*, the NIC affirmed its equitable jurisdiction to grant remedies beyond those available in ordinary courts.¹⁵⁷ This principle ought to also be extended to Igba Boi disputes where the court could have ordered specific performance of the master’s settlement obligation or where it is impossible, an equitable compensation on the account of contribution of the apprentice and ability of the master..¹⁵⁸

The legality of Igba Boi is solid inside of the normative universe in which it lives, but remains in a de facto status of being extra-legal inside of the Nigerian state system. This custom is based for the specification of its incidents, and is enforced via social capital, making a system both efficient and also vulnerable from a legal point of view, to its practitioners.¹⁵⁹

¹⁵³ *Ibid*, s. 54.

¹⁵⁴ Ogwezy (n 6) 124.

¹⁵⁵ *National Union of Electricity Employees v. Bureau of Public Enterprises* (2010) 7 NWLR (Pt. 1194) 538.

¹⁵⁶ *Ibid*,..

¹⁵⁷ Iwe (n 78) 112.

¹⁵⁸ *Ibid*,.

¹⁵⁹ This evaluation is concluded here for Chapter Three.

Although there are analogies within the Labour Act, they are rather weak and incomplete. The Anambra State Igbo Apprenticeship Law 2025 is the most direct and perhaps the most overreaching form of legal intervention to regulate an Igbo Apprenticeship relationship. The Enugu State Revised Contract Law 2004 furnishes concepts (certainty, consideration and capacity) to adapt an existing relationship rather than redefine it. Child's Rights Act and others offer avenues of protection for the minor, seldom invoked in practice.¹⁶⁰

From this analysis it can be seen that, to date, the system has been unsatisfactory, reflecting a neutral and inapt mixture of a neutral Labour Law and an inapplicable common law of contract. This conclusion leads to the proposed reforms in Chapter Four.¹⁶¹

¹⁶⁰ Ogwezy (n 75) 124.

¹⁶¹ See Chapter Four, sections 4.44.5.

CHAPTER FOUR

CHALLENGES AND REFORMS OF THE APPRENTICESHIP CONTRACT

4.1 Contemporary Challenges: Erosion of Trust and Modern Economic Realities

Historically the success of Igba Boi has relied on high trust, tight community circles and economically steady environment, now under threat.¹⁶²

4.1.1 Erosion of Communal Trust and Social Sanctions

Urbanisation, and the subsequent influx of the rural poor to the city, weakened the village system of mutual supervision that assured that payment would be made. In Lagos and Abuja, the community charge of cheating, for a master who does not pay, becomes lower and he can shift business or work in anonymous markets.¹⁶³ With the deterioration of informal structures of social authority (Umunna, age grades) in urban centers this provides no substitute mechanism of conflict resolution.

Field experience suggests masters in urban centers now often see the relationship of igba boi as simply a mechanism for inexpensive labor instead of a sacred contract to “settle” their apprentices.¹⁶⁴ Without the supervision of the community and the guidance of morality from elders, the incentive for the master to fulfill his obligation of the final part of settlement(Nwunye) diminishes.

4.1.2 Modern Economic Volatility

¹⁶² P. Chukwuezi, *'Through Thick and Thin: Igbo Rural-Urban Linkages and the Challenges of Social Capital'* (2001) 17 *Journal of Contemporary African Studies* 75, 82.

¹⁶³ E.E. Uwazie, *Alternative Dispute Resolution in Africa* (Spectrum Books 2008) 95.

¹⁶⁴ Field data cited in M.C. Ogwezy, *'The Igbo Apprenticeship System: A Tool for Entrepreneurship Development'* (2017) 9 *Unizik Law Journal* 112, 124.

It was set up for trades with a high degree of predictability.¹⁶⁵ The modern day economy, with inflation and competitive markets can all weaken a masters business and make it unprofitable so he or she cannot possibly repay the settlement.¹⁶⁶ This brings into question the fairness of a system which forces the apprentice to face the full financial fallout of the masters bad business practices after years of his labour.¹⁶⁷

For example, an electronics apprentice who was serving from 2018-2025 would have experience currency depreciation, supply chain issues and inflation all impact on the profit margin for the master tradesperson.¹⁶⁸ The apprentice may have reached a point where by graduation the master truly can no longer contribute the level of seed capital the master initially expected. The standard procedure makes no allowance for downward payment or the assumption of business risk, leaving the apprentice unprotected.¹⁶⁹

4.1.3 Changing Values and Individualism

A shift towards Western-style individualism, especially among younger generations, challenges the system's core tenets of patience, deferred gratification, and filial loyalty.¹⁷⁰ Apprentices may be less willing to accept long years of service with minimal autonomy, leading to premature abscondment and disputes.¹⁷¹

The standard Igba Boi approach implies that he'll be loyal because he owes a debt of gratitude and because long-term interest will benefit him.¹⁷² However, exposure to social media, rapid success stories from other sectors (e.g., entertainment, technology), and the immediacy of

¹⁶⁵ Ogwezy (n 6) 124.

¹⁶⁶ Field data cited in Ogwezy (n 202) 124.

¹⁶⁷ *Ibid*.

¹⁶⁸ Field data cited in Ogwezy (n 202) 124.

¹⁶⁹ *Ibid*.

¹⁷⁰ A. Arisukwu et al., 'Perception of the Igbo Apprenticeship System in the Development of Entrepreneurship in South-East, Nigeria' (2020) 12 *Journal of Ethnic and Cultural Studies* 135, 142.

¹⁷¹ Arisukwu et al. (n 210) 142.

¹⁷² *Ibid*.

consumer culture have altered expectations.¹⁷³ Many young apprentices now demand earlier settlements, partial advances, or the right to operate side businesses demands that customary norms do not easily accommodate.¹⁷⁴

4.1.4 Lack of Formal Credit Alternatives

The system's persistence is partly due to the absence of formal microfinance or venture capital for aspiring Igbo entrepreneurs.¹⁷⁵ This situation then restricts those seeking alternatives to only using this traditional system and doesn't avoid its' legal risks, i.e. That Igba Boi is not done because it is the best possible solution but because the youths can't use any better alternative routes into owning a business.¹⁷⁶

Even microfinance banks in South-East Nigeria would often insist on collateral, identity proof and credit history – things that young apprentices rarely possess. Commercial banks are much more inaccessible still.¹⁷⁷ Therefore, The Igba Boi System provides needed function but with Legal vagueness, potential for exploitation.¹⁷⁸

4.2 Modes of Termination: Completion, Breach, and Mutual Consent

Igba Boi contract may be terminated in one of the three ways described below. These termination methods have both customary and possible legal implications¹⁷⁹

4.2.1 Termination by Completion (Graduation)

¹⁷³ Ibid.,

¹⁷⁴ 'Ibid'

¹⁷⁵ 'Ibid'

¹⁷⁶ 'Ibid'

¹⁷⁷ 'Ibid'

¹⁷⁸ Arisukwu et al. (n 210) 142.

¹⁷⁹ Harvard Business School, 'Igbo Apprenticeship System' (HBS.edu, 2020) 22.

This is the standard, preferred, most common outcome: Upon completion of the final obligation by the master to the bride (i.e., settlement/Nwunye) the contract comes to an end.¹⁸⁰ This discharges both. Traditionally the graduation party, (Ime ebi) follows and the process turns the boy Nwa Boi into an Oga. It turns the Nwa Boi to a man on his own peers.¹⁸¹ This contract had now been performed in accordance with its terms, and as such it had been discharged by performance of both parties.¹⁸²

Generally there is an element of lump sum of cash or of merchandise, or a mixture of both which would be necessary for a qualified graduate to start in his business. In lucrative businesses, the settlement can reach several million Naira.¹⁸³ Afterward, the apprentice typically remains friends with the master and provides help from time to time, much in the same vein as the original relationship.¹⁸⁴

4.2.2 Termination by Breach

Failure to comply with any material term of the covenant may lead to termination.¹⁸⁵

Breach by the Apprentice: Such as absconding, gross insubordination, stealing the apprentice or establishing a competitive business for the duration of the training period..¹⁸⁶ Traditional

Remedy: Master relieved of obligation of making restitution or seeking compensation for the maintenance of the servant out of apprentice's family funds. In the worst case scenario, the apprentice might even be ostracized socially or receive no future community support.¹⁸⁷

¹⁸⁰ N.S.S. Iwe, *The History and Contents of the Igbo Apprenticeship System* (Ihem Davis Press 1990) 107.

¹⁸¹ Iwe (n 222) 107

¹⁸² Harvard Business School (n 221) 22.

¹⁸³ Nnadi (n 225) 84.

¹⁸⁴ 'Ibid'.

¹⁸⁵ Harvard Business School (n 221) 22.

¹⁸⁶ 'Ibid'.

¹⁸⁷ 'Ibid'.

Breach by the Master: This covers failing to meet standards for proper training, welfare or, most obviously gross cruelty and failure to make a fair settlement.¹⁸⁸ Traditional remedy the community holds the owner accountable and may require him to pay recompense, or exclude him from the community..¹⁸⁹ The apprentice may also be released from any further obligation and, in some communities, may be permitted to attach the master's goods or assets as informal security.¹⁹⁰

4.2.3 Termination by Mutual Consent

The parties, often with the intervention of family elders, may agree to dissolve the contract early.¹⁹¹ This could be a settlement for part or payment by the apprentice's parents towards the master's costs training an apprentice..¹⁹² And this demonstrates the flexibility of the common law.¹⁹³

Mutually terminated dissolutions are on the rise with shifting economic trends.¹⁹⁴ For example if an apprentice's parents had an financial crisis they could ask for an early release with a reduced payment.¹⁹⁵ But if master's business fails he can go to his apprentice and the latter's family, and compromise the debts to a sum less than the original, or none at all, in return for the former's freedom.¹⁹⁶

4.3 Duration and Conditions for Successful Completion (Graduation)

¹⁸⁸

¹⁸⁹ *Iwe (n 222) 111.*

¹⁹⁰ *'Ibid'*

¹⁹¹ *'Ibid'*

¹⁹² *'Ibid'*

¹⁹³ *'Ibid'*

¹⁹⁴ *'Ibid'*

¹⁹⁵ *'Ibid'*

¹⁹⁶ *Field research (n 218).*

This period is normally five to eight years, although the exact length of time can be very variable. The number of years it takes an apprentice is dependent on whether they "learn the trade" (Imu ahia nke ma)..¹⁹⁷ Completion is on satisfactory demonstration by the apprentice:

1. Technical Proficiency: Mastery of the trade's skills and knowledge.¹⁹⁸
2. Business Acumen: Understanding sourcing, pricing, customer relations, and bookkeeping.¹⁹⁹
3. Moral Rectitude: Exhibiting honesty, diligence, and loyalty proving himself trustworthy to be "settled."²⁰⁰

It is also possible for the master to provide his or her own perception of these factors so there is no certainty.²⁰¹ Graduation, then, is not a question of mere chronology but of exhibited competence and character as deemed appropriate by the master - a measure that would raise considerable controversy if subject to adjudication by a formal tribunal.²⁰²

The greatest legal vulnerability of the Igba Boi system is the very subjective nature of it.²⁰³ A corrupt master would be able to stretch an apprenticeship for as long as he wished by asserting the apprentice did not possess the necessary qualities of moral integrity or business sense yet..²⁰⁴ Without the criteria being documented, or some outside influence providing proof, the apprentice has few avenues but public scorn.²⁰⁵

4.4 Strengths of the Anambra Law

¹⁹⁷ Field research (n 218).

¹⁹⁸ V.C. Uchendu, *The Igbo of Southeast Nigeria* (Holt, Rinehart and Winston 1965) 44.

¹⁹⁹ 'Ibid'

²⁰⁰ 'Ibid'

²⁰¹ 'Ibid'

²⁰² Ibid,

²⁰³ *Pym v. Campbell* (1856) 6 E & B 370.

²⁰⁴ 'Ibid'

²⁰⁵ 'Ibid'

1. Recognition of Customary Validity: By Law 3, it is recognized for the first time the relationship of 'Igba Boi' is legally enforceable customary relationships.²⁰⁶ This moves us away from the earlier 'legal grey area,' where the system was neither established nor prohibited.²⁰⁷
2. Mandatory Memorandum of Understanding: Clause 5 requires parties to execute a written memorandum within 30 days of commencement.²⁰⁸ This addresses the evidential problem that has historically plagued Igba Boi disputes in formal courts.²⁰⁹
3. Establishment of Dispute Resolution Bodies: Clauses 7 and 8 establish the State Apprenticeship Mediation Committee and Community Apprenticeship Councils (CACs).²¹⁰ These bodies provide a culturally appropriate first-line forum for dispute resolution, bridging the gap between customary arbitration and formal litigation.²¹¹
4. Protection of Minors: Clause 12 requires written parental or guardian consent for any apprenticeship involving a minor.²¹² Clause 13 prohibits corporal punishment of apprentices.²¹³ These provisions align with the Child's Rights Act 2003 and address the vulnerability of underage apprentices.²¹⁴
5. Settlement Guidelines: Clause 9 provides non-binding guidelines for settlement amounts based on trade classification.²¹⁵ While not mandatory, these guidelines offer a benchmark for reasonableness that courts and CACs can reference.²¹⁶

²⁰⁶ *Anambra State House of Assembly, Igbo Apprenticeship Law 2025*, cl. 1-22.

²⁰⁷ *Ibid*, cl. 3.

²⁰⁸ Ogwezy (n 6) 120.

²⁰⁹ *Anambra State Igbo Apprenticeship Law 2025*, cl. 5(1).

²¹⁰ Evidence Act, 2011, s. 72.

²¹¹ *Anambra State Igbo Apprenticeship Law 2025*, cls. 7-8.

²¹² Uwazie (n 200) 95-97.

²¹³ *Anambra State Igbo Apprenticeship Law 2025*, cl. 12.

²¹⁴ *Ibid*, cl. 13.

²¹⁵ Child's Rights Act, 2003, ss. 28-30.

²¹⁶ *Anambra State Igbo Apprenticeship Law 2025*, cl. 9(2).

6. Criminal Sanctions for Non-Settlement: Clause 11 imposes criminal penalties (fine or imprisonment) for masters who refuse settlement without cause.²¹⁷ This reflects the customary understanding that failure to settle is a grave violation (Nso Ala).²¹⁸

4.4.1 Weaknesses and Criticisms of the Anambra Law

1. Over-Formalisation Risk: The Law's requirement for written memoranda, registration, and formal mediation may over-formalise a system that thrives on flexibility, trust, and oral tradition.²¹⁹ Masters and apprentices who have operated successfully under customary norms for generations may be deterred by bureaucratic requirements.²²⁰

2. Criminalisation of Non-Settlement: While clause 11 reflects customary values, the criminalisation of non-settlement may have unintended consequences.²²¹ Masters whose businesses fail due to economic downturns may face criminal prosecution for genuine inability to pay, rather than wilful refusal.²²² This could deter potential masters from taking on apprentices, reducing opportunities for young Igbo men.²²³

3. Limited Geographical Scope: Law applies to Anambra state. Igba Boi cuts across Eastern Nigeria(Enugu, Abia, Imo,Ebonyi) but is increasingly practiced in Lagos, Abuja and Kano²²⁴ Because no similar laws exist in other states, the Law creates a “patchwork of protection that many apprentices and masters don’t cover.”²²⁵

²¹⁷ *Ibid.*,

²¹⁸ Anambra State Igbo Apprenticeship Law 2025 , cl. 11.

²¹⁹ Iwe (n 2) 67.

²²⁰ *Ibid.*,

²²¹ *Ibid.*

²²² Anambra State Igbo Apprenticeship Law 2025 , cl. 11.

²²³ Field research (n 218).

²²⁴ Anambra State Igbo Apprenticeship Law 2025 , cl. 1.

²²⁵ Field research (n 218).

4. Ambiguity in Settlement Guidelines: The standards within clause 9 are framed as non-binding, giving wide latitude to the master. But this is no help; it gives masters wide discretion, which unfortunately maintains the uncertainty the Law is trying to resolve..²²⁶ There can still be the matter of a subjective masters opinion and there's nothing you can really do to about that..²²⁷

5. Lack of Enforcement Mechanisms: The Law is not explicit about how decisions are enforced against uncooperative masters or apprentices..²²⁸ Clause 22 permitted registered MOUS to be used as evidence in the courts but offered no mechanism for direct enforcement of CAC decisions other than by a new legal proceeding..²²⁹

6. Absence of Transitional Provisions: Existing Igba Boi contracts are silent on what would happen to it in view of the Law..²³⁰ That leaves legal questions hanging over tens of thousands of apprentices who have already been taken on..²³¹

7. Insufficient Attention to Masters' Rights: There may be good reason the law spends much of its ink on shielding apprentices from avaricious masters, but the master's own concerns receive very little attention..²³² For instance, there's no recourse for an employer to recover costs or sue for damages when a trainee steals secrets and competes with his teacher for gain..²³³

4.5 Lessons from Other Jurisdictions (Outside Igbo Land)

²²⁶ *Ibid.*

²²⁷ Anambra State Igbo Apprenticeship Law 2025 , cl. 9(2).

²²⁸ *'Ibid'*.

²²⁹ Uchendu (n 241) 44.

²³⁰ Anambra State Igbo Apprenticeship Law 2025 , cl. 22.

²³¹ *Ibid.*

²³² Anambra State Igbo Apprenticeship Law 2025 , cl. 1-22 (no transitional provisions).

²³³ Field research (n 218).

Nigeria is far from alone in wrestling with formalizing the informal system of apprenticeship, here we investigate from comparable legal systems across Africa and the wider world.²³⁴

4.5.1 Kenya

Legal Framework: The employment act of Kenya provides that there are apprentice contracts but informally the provisions on the same do not apply to the informal apprentices. In the law of contract Act (Cap 23) under Section 3(3), any customary arrangements as regards the provision of labour is permitted to be given orally.

Lesson for Nigeria: While the Kenyan Employment Act does state that apprentice agreements do exist, the informal provisions for the same do not include informal apprenticeships. However, according to the law of Contract Act (Cap 23), Section 3(3), customary provisions relating to supplying labor may be put into orally.²³⁵

4.5.2 Ghana

Legal Framework: Customary apprentice is covered under the Apprenticeship Act, 1961 (Act 51) which governs formal apprentice schemes, and also covered through programmes of National Vocational Training Institute (NVTI) within the informal sector programme.²³⁶ The Ghanaian courts have, through the practice, constructed a case law on disputes on customary apprenticeship with resort both to fairness and to custom.²³⁷

Lesson for Nigeria: The Ghanaian legal stance to apply *sui generis* to the apprenticeship relationship as relationship requiring a contextual determination should be adopted by the Nigerian courts especially, National Industrial Court.²³⁸

²³⁴ Cf. Arbitration and Conciliation Act, Cap A18, LFN 2004, s. 5.

²³⁵ Kenya, Law of Contract Act, Cap 23; Employment Act, No. 11 of 2007.

²³⁶ Kenya, Employment Act, 2007, ss. 76-80.

²³⁷ *Ibid.* 3(3).

²³⁸ *Mbugua v. Kariuki (2015) eKLR (Kenya High Court)*.

4.5.3 South Africa

Legal Framework: South Africa integrates traditional apprenticeships in to the National Qualifications Framework and the Skills Development Act of 1998.²³⁹ It is vital that in their interpretation of apprenticeship contracts South African courts have had reference to the common law and injected African values by applying the principle of ubuntu (ubuntu).²⁴⁰

Lesson for Nigeria: Nigeria's courts, like South Africa's in its integration of indigenous legal norms (ubuntu) into the common law tradition, could benefit from integrating Igbo traditionalist principles (Igbo bu ike) in order to enrich Nigerian jurist law.²⁴¹

4.5.4 India

Legal Framework: The Apprentices Act, India, 1961 (Amended 2014) controls Apprenticeships in formal and informal sectors.²⁴² The Act contains central regulation with powers to the states to adapt certain measures to local circumstances.²⁴³ Also, extensive jurisprudence has been developed in India concerning the “beneficial contract” rule as to minors and apprentices..²⁴⁴

Lesson for Nigeria: A centralized yet flexible approach used in India could also serve as a model for a federal approach to apprenticeships in Nigeria, rather than a patchwork of often conflicting state-level regulations.²⁴⁵

4.5.5 United Kingdom (Historical Guild System)

²³⁹ Evidence Act, 2011, s. 72.

²⁴⁰ ‘Ibid’ (Act 51).

²⁴¹ *Ibid.*,

²⁴² National Industrial Court Act, 2006, s. 54.

²⁴³ South Africa, Skills Development Act, 1998.

²⁴⁴ *S v. Makwanyane 1995 (3) SA 391 (CC) (ubuntu doctrine).*

²⁴⁵ Uchendu (n 241) 41.

Historical Context: From the 12th century to the 19th, the English guild system was organized and governed by customary rules and associations, not by laws.²⁴⁶ This practice was put in practice in the Statute of Artificers 1563 establishing terms of 7 years, in writing and through indentures.²⁴⁷

Lesson for Nigeria: The English guild gradually evolved from exclusively based on customs and traditions to an officially accepted status, which was attained through several centuries..²⁴⁸

Nigeria might not need that much time to do it; in any event, the English model indicate codification must maintain, not suppress, native custom rules.²⁴⁹

4.5.6 Summary of Comparative Lessons

Nigeria needs to learn a key lesson from a number of jurisdictions

Kenya hybrid approach: written for formal, oral for customary

Ghana Judicial recognition of customary apprenticeship as unique in its characteristics (sui generis).

South Africa integration of indigenous values (ubuntu) into contract law

India centralised regulatory framework with state adaptation

United Kingdom codification should preserve customary norms

The main take away is that a successful formalization of informal apprenticeships need a middle way that grants a certain level of legal protection and acknowledgement but without undermining the flexibility and cultural embeddedness on which they rely and where flexibility, trust are corner stones..²⁵⁰

²⁴⁶ India, Apprentices Act, 1961 (amended 2014).

²⁴⁷ *Ibid.*

²⁴⁸ *Ibid.*

²⁴⁹ Cf. *Constitution of the Federal Republic of Nigeria, 1999, Second Schedule (concurrent legislative list).*

²⁵⁰ S.L. Kaplan, 'The Guilds of Old Regime France' (1983) 16 *French Historical Studies* 718.

The issues with Igbo Boi's not mortal per se, but symptomatic of its collision with modern, individualist, legalistic society.²⁵¹ The ambition of reform must not be to codify it but to construct a safe and strong legal regime which would underpin its mechanisms for mutual trust, cushion its falls and make sure it still produces entrepreneurs instead of litigants.²⁵²

However, the proposed changes a Mandatory MoU, Community Apprenticeship Councils, a set of settlement standards, Judicial Fairness, Institutions of Supporting Programs, Voluntary certification and Empirical Studies provide a good balance.²⁵³ In this new version, they honored the tradition under which Igba Boi originated while trying to tackle its critical issues: it was not written down; there was no objective criterion for deciding graduates; it had no mechanism to resolve disputes beyond the family and; it connected no graduates with the formal credit and business registration systems.²⁵⁴

²⁵¹ *United Kingdom, Statute of Artificers, 1563.*

²⁵² *Kaplan (n 302) 720-725.*

²⁵³ *'Ibid'.*

²⁵⁴ *'Ibid' (n 202) 124.*

CHAPTER FIVE

SUMMARY, CONCLUSION, AND RECOMMENDATIONS

5.1 Summary

This research project conducted a detailed examination of the legality of the Igbo apprenticeship (Igba Boi) system, focusing on its working in the Nigerian context, as part of its complex pluralist legal regime. It was spurred by the recognition that, notwithstanding its phenomenal socio-economic success, Igba Boi appears to be in a legal vacuum neither recognized nor outlawed by the laws of Nigeria.²⁵⁵

Chapter One provided context and background of the research identifying a particular problem. The lack of a holistic legal framework that acknowledges, protects, regulates and respects the indigenous contract.²⁵⁶ These research questions focused on determining what elements constituted Igba Boi in customary law and on proposing how the process could be integrated into the Nigerian formal legal system. Methodological Approach Data analysis involves doctrinal approach (which would examine the statutory law, decided cases and doctrines of customary law) and a socio-legal approach (reviewing literature on economic and anthropological materials).²⁵⁷

The first section in Chapter Two demarcates the conceptual and theoretical parameters of the present work. This part explores the concept of the meaning of "apprentice" under the Nigerian Law and discusses the evolution and development of the system of apprenticeship, dating back from pre-colonial to modern Nigeria..²⁵⁸ The chapter considered the conceptual understanding of contract within the Nigerian legal system in highlighting the differences between

²⁵⁵ G.U. Nnadi, *Igbo Entrepreneurship: The Onitsha Market Phenomenon* (Fourth Dimension Publishers 1985) 73.

²⁵⁶ Chapter One, sections 1.1-1.2.

²⁵⁷ *Ibid.*,

²⁵⁸ Chapter Two, sections 2.1-2.1.3.

apprenticeship provided by statute (Labour Act) and a customary form of it (Igba Boi)..²⁵⁹ Three perspectives were applied; human capital theory (apprenticeship as investment in skills), social capital theory (trust and relationships) and legal pluralism (multiple legal systems).²⁶⁰ Also explored were settlement(Nwunye), the enforceability of oral promises, the particular problems that arose from the apprenticeship of minors and the master's duty of care..²⁶¹

The research's most critical legal component was in Chapter Three where Igba Boi was critically analyzed vis a vis apprenticeship in the Labour Act. The comparison was presented using an intricate table in order to emphasize contrasts in regard to: primary goal, source of law, creation of contract, nature of the consideration, termination consequences, and resolution of conflicts.²⁶² In analysing the creation of Igba Boi under common law (offer, acceptance, consideration, intention to create legal relations), commonalities and distinct differences emerged from the comparison.²⁶³

After that, the capacity of the parties were discussed, including the incapacity of minor apprentices under Infant's Relief Act 1874, the Child's Rights Act 2003, and Enugu State revised contract law 2004.²⁶⁴ Duties and rights of master and the servant: the rights of the master (faithful service, labor, discipline, non-competition, community support) and duties of the master (training, welfare, moral instruction, settlement) were clarified.²⁶⁵

An exploration of interactions with Nigerian contract law and labor legislation, incorporating a comprehensive extraction of Labour Act 2004.²⁶⁶ The chapter critically examined the

²⁵⁹ *Ibid.*,

²⁶⁰ Chapter Two, sections 2.3-2.3.3

²⁶¹ Chapter Three, section 3.1

²⁶² 'Ibid'

²⁶³ 'Ibid'

²⁶⁴ 'Ibid'

²⁶⁵ 'Ibid'

²⁶⁶ 'Ibid'

Anambra State Igbo Apprenticeship Law 2025 and the Enugu State Revised Contract Law 2004, and identified provisions for child protection as well as punishment for and compensation for breach.²⁶⁷ Common law remedies such as promissory estoppel, fiduciary duty and unjust enrichment were considered to be potentially available for claims involving Igba Boi disputes.²⁶⁸ The chapter concluded that the National Industrial Court, with its equitable jurisdiction, offers the most promising forum for developing a hybrid jurisprudence that respects custom while infusing fundamental fairness.²⁶⁹

Chapter Four examined contemporary challenges facing the Igba Boi system: erosion of communal trust due to urbanisation, modern economic volatility, changing values and individualism, and the lack of formal credit alternatives.²⁷⁰ The chapter analysed the three modes of termination (completion, breach, and mutual consent) and the conditions for successful graduation.²⁷¹

The chapter then proposed comprehensive legal reforms, including: a mandatory Memorandum of Understanding (MoU) to address evidential problems; establishment of Community Apprenticeship Councils (CACs) as first-line dispute resolution bodies; non-binding settlement guidelines; default rules where no MoU exists; protection against unfair termination; a culturally informed judicial approach by the National Industrial Court; institutional support for business registration and credit access; a voluntary certification scheme for masters; and empirical research and data collection.²⁷²

²⁶⁷ 'Ibid'

²⁶⁸ 'Ibid'

²⁶⁹ 'Ibid'

²⁷⁰ 'Ibid'

²⁷¹ 'Ibid'

²⁷² 'Ibid'

The chapter also provided a critical evaluation of the Anambra State Igbo Apprenticeship Law 2025, identifying its strengths (recognition of customary validity, mandatory MoU, dispute resolution bodies, protection of minors, settlement guidelines, criminal sanctions) and weaknesses (over-formalisation, criminalisation of genuine non-payment, limited geographical scope, ambiguity in guidelines, lack of enforcement mechanisms, absence of transitional provisions, insufficient attention to masters' rights).²⁷³

Finally, the chapter drew lessons from other jurisdictions: Kenya (hybrid approach), Ghana (judicial recognition of sui generis apprenticeship), South Africa (integration of indigenous values like ubuntu), India (centralised but flexible regulation), and the United Kingdom (historical transition from guild custom to statute).²⁷⁴

5.2 Conclusion

In conclusion, Igba Boi is an ingenious, culturally based and effective institution, responsible for successive generations of Igbo businessmen and women..²⁷⁵ Inside of its unique normative space, created by tribal law and collective confidence, regulated through punishment the group works perfectly.²⁷⁶

However, the research ultimately concludes that the system effectively operates as being “outside the formal law of Nigeria”.²⁷⁷ As things stand, an impotent Labour Law and an irrelevant common law contract cannot afford redress to either employers or employees when

²⁷³ Chapter Four, sections 4.5-4.5.6.

²⁷⁴ Nnadi (n 311) 73.

²⁷⁵ N.S.S. Iwe, *The History and Contents of the Igbo Apprenticeship System* (Ihem Davis Press 1990) 112.

²⁷⁶ Iwe (n 2) 112.

²⁷⁷ M.C. Ogwezy, 'The Igbo Apprenticeship System: A Tool for Entrepreneurship Development' (2017) 9 *Unizik Law Journal* 112, 124.

the respective masters/employers are in conflict with either apprentices or employees, and thus protect the interests of both parties in times of trouble.²⁷⁸

The major legal problems for the system:

1. Evidential weakness: Formal courts struggle with proving Igba Boi arrangements because it is verbal.²⁷⁹
2. Uncertainty of terms: Common law could void the settlement (Nwunye) for uncertainty, on grounds of the settlement (Nwunye) not being an absolute discretionary act of the man.²⁸⁰
3. Capacity issues: So the high percentage of little ones in apprentices gives us concern about legal capacity to make a contract and formal parental agreement to do so.²⁸¹
4. Lack of enforcement mechanisms: The effects of customary sanction systems are diluted in the city, and formal legal channels are either unattainable or not part of the local context.²⁸²
5. Regulatory vacuum: Under present statute Igbobo does not neatly fit its special features – duration, executory consideration, capital settlement, or relational form.²⁸³

In this article, the Anambra State Igbo Apprenticeship Law 2025 is examined and its positives and negative implications are evaluated. However, it should be noted that whilst it addresses many of these issues, the law is not perfect and may need to be strengthened by further guidelines to cover every scenario. The law is considered strong because it acknowledge customary validity of the custom, enforces MOUs, has dispute resolution, it protects minors, and contains settlement regulations..²⁸⁴ These shortcomings, namely excessive formalization,

²⁷⁸ Evidence Act, 2011, s. 72.

²⁷⁹ *Scammell v. Ouston* [1941] AC 251.

²⁸⁰ *Nwabueze*, (1751)

²⁸¹ *E.E. Uwazie, Alternative Dispute Resolution in Africa* (Spectrum Books 2008) 95.

²⁸² *Ogwezy* (n 334) 124.

²⁸³ *Anambra State House of Assembly, Igbo Apprenticeship Law 2025*, cls. 3, 5, 7, 9, 11, 12.

²⁸⁴ *Oral accounts from traders in Onitsha and Aba Markets* (2025).

criminalization of bona fide nonpayment, restrictions in scope of application, lack of clarity regarding procedures, the inefficacy of existing enforcement powers, lack of transitional measures and poor protection for masters should be dealt with through future legislation and supporting reform measures.²⁸⁵

In order to successfully legalise apprenticeship, there are several lessons that can be learnt from other jurisdictions (Kenya, Ghana, South Africa, India and the United Kingdom), who advocate for a balanced strategy where the system is legally recognised and protected, but is not undermined in the process through loss of flexibility, trust and the inherent cultural nature of informal apprenticeships.²⁸⁶

In essence the ultimate analysis is the Igba Boi problems were not terminal, but were a reflection of their conflict with a modern individualized and legalistic society.²⁸⁷ Rather than substitute legislation for custom, reforms should be designed to build a legal framework to sustain the trust-based underpinnings of the system, catch the system when it breaks down, and help it keep generating entrepreneurs instead of lawyers.

5.3 Recommendations

According to the findings and conclusions of this research, the recommendations of this study are as follows;

Legislative Reforms

Recommendation 1: Enact a Model Traditional Apprenticeship (Protection) Law

²⁸⁵ Chapter Four, section 4.5.6.

²⁸⁶ P. Chukwuezi, 'Through Thick and Thin: Igbo Rural-Urban Linkages and the Challenges of Social Capital' (2001) 17 *Journal of Contemporary African Studies* 75, 82.

²⁸⁷ Iwe (n 2) 110-112.

The Igba Boi strongholds (Anambra, Enugu, Abia, Imo, Ebonyi and Lagos) States should have a common Traditional Apprenticeship (Protection) Law built around these fundamental components: that Igba Boi is an enforceable custom; there must be an MoU, even if a simple, basic documentation covering names, trade and estimated length, acknowledging the duty to repay and there will be no, simply suggestive guidelines indexed to trade classification and inflation; Igba Boi registration optional and not mandatory, allowing for informal customary relations not registered.

Recommendation 2: Amend the Evidence Act 2011

Amend Section 72 Evidence Act 2011 so that testimony to prove customary agreements of apprenticeship should be admitted notwithstanding the rule which requires agreements to be reduced to writing..²⁸⁸ That would then fall under the Kenyan example, in section 3(3) of the Law of Contract Act (Cap 23).²⁸⁹

Recommendation 3: Strengthen the Anambra State Igbo Apprenticeship Law 2025

Amending Anambra Law needs to incorporate these proposals: change from mandatory registration to opt in; restrict criminal punishment to only where it is shown master knowingly refused payment of fees when master has the wherewithal to do so; ensure direct execution of CAC judgment by Magistrate's court; transition clause for old apprenticeships; create new provisions for protection of masters rights (i.e. Getting costs from runaway apprentices).²⁹⁰

Recommendation 4: Federal Coordination

²⁸⁸ Ibid.,

²⁸⁹ Evidence Act, 2011, s. 72.

²⁹⁰ Kenya, Law of Contract Act, s. 3(3).

A Federal Apprenticeship Framework Act to the National Assembly that established minimum standards, yet states have flexibility to tailor some provisions to match their unique customary laws. That would be better than the mess of disparate state standards.²⁹¹

Judicial Reforms

Recommendation 5: National Industrial Court Guidelines

The National Industrial Court (NIC) should issue practice directions specifically addressing Igba Boi disputes, including: acceptance of evidence of custom from community leaders under section 18 of the Evidence Act 2011; application of equitable doctrines (fiduciary duty, unjust enrichment, promissory estoppel) to master-apprentice disputes; avoidance of strict contractual analysis (certainty, consideration, privity) in favour of relational contract interpretation.²⁹²

Recommendation 6: Training for Judges and Magistrates

The National Judicial Institute (NJI) and State Judicial Institutes should conduct training programmes on customary apprenticeship law, legal pluralism, and culturally sensitive adjudication.²⁹³

Institutional Reforms

Recommendation 7: Establish Community Apprenticeship Councils (CACs)

State governments should establish Community Apprenticeship Councils as first-line dispute resolution bodies. Each CAC should comprise: one representative of masters' age grades; one

²⁹¹ Cf. Constitution of the Federal Republic of Nigeria, 1999, Second Schedule.

²⁹³ Field research (n 341).

representative of apprentices' families; three neutral community elders; a secretary (paralegal or law graduate).²⁹⁴

Recommendation 8: Business Registration Support

State Ministries of Commerce, in partnership with the Corporate Affairs Commission (CAC) , should operate free or subsidised business registration clinics for graduated apprentices in major markets (Onitsha, Aba, Nnewi, Enugu, Lagos).²⁹⁵

Recommendation 9: Credit Access for Graduated Apprentices

The Bank of Industry (BOI) and Government Enterprise and Empowerment Programme (GEEP) should create dedicated loan products for graduated Igba Boi apprentices, requiring only the MoU as evidence of training completion.²⁹⁶

Recommendation 10: Voluntary Certification Scheme for Masters

Trade associations ought to have created a voluntary certification programme for masters acting in terms of MoU whereby they need to have paid a small registration fee and to have submitted to the authority of the CAC. These masters ought to wear the badges/ certificates indicating they are honest for apprentice consideration.²⁹⁷

Empirical and Educational Reforms

Recommendation 11: Research and Data Collection

²⁹⁴ National Industrial Court Act, 2006, ss. 7, 54; Evidence Act, 2011, s. 18.

²⁹⁵ National Judicial Institute Act, Cap N48, LFN 2004, s. 5.

²⁹⁶ Chapter Four, section 4.4.1.

²⁹⁷ Companies and Allied Matters Act, 2020, Part B.

The State ministries should compile statistics on MOUs, disputes and CAC decisions (anonymized) on Igba Boi transactions annually and produce a status report on the Igba Boi system.²⁹⁸

Recommendation 12: Legal Education

Nigerian law faculties should include the customary apprenticeship in the syllabus of the course of African Customary Law and Commercial Law.²⁹⁹

Recommendation 13: Public Awareness

There should be an awareness programme organised by trade associations, town unions and markets on the relevance of MoUs, on the possibility of getting the disputes resolved through mediation by CAC and on the legal recourses that can be had recourse to.³⁰⁰

Final Remarks

The Igba Boi system have brought up generations of Igbo traders, restored local economies to health following civil war, and kept communities together in Nigeria and farther afield.³⁰¹ But genius itself is the beauty of a binding contract – a solemn pact between master and apprentice cemented before a whole community, solemnized with the years of service of the apprentice and the wisdom and patient teaching of the master, and ending with a stake upon which the young journeyman can begin his new career.³⁰²

It is not a defect that this network has never been acknowledged by law; on the contrary, its design relied upon mutual trust, not legal instruments.³⁰³ But the social conditions which make

²⁹⁸ Bank of Industry Act, Cap B10, LFN 2004.

²⁹⁹ *Harvard Business School, 'Igbo Apprenticeship System' (HBS.edu, 2020) 22.*

³⁰⁰ *Cf. National Bureau of Statistics Act, Cap N23, LFN 2004.*

³⁰¹ *National Universities Commission, Benchmark Minimum Academic Standards (Law).*

³⁰² Uwazie (n 338) 95-97.

³⁰³ Nnadi (n 311) 73.

trust possible are changing. The movement of people to cities, economic instability, individualism and the scale of the operation all indicate the need for legal systems to underpin the prevailing custom, not to supplant it.³⁰⁴

The reform measures set out in this dissertation – the legislative, judicial, institutional, empirical and educational reforms – are to secure exactly that balance.³⁰⁵ They accept of Igba Boi as legitimate legal relationship in relation to such relationships and don't have them put on stretch to meet the Procrustean requirements of common law contract.³⁰⁶ They give evidence(MOUs)without solidifying terms.³⁰⁷ They are a forum of dispute resolution (CACs), without displacing the traditional council of elders.³⁰⁸ They protect a minor, while making invalid the pact..³⁰⁹ They enable slave-owning employers while never punishing failed businesses.³¹⁰

These reforms, if passed and put into full practice, would not only fail to kill Igba Boi but inoculate it from the ailments that have proven so harmful, safe innocent young workers, allow the masters to have the rights to the benefits they warrant and fit into Nigeria's modern economy.³¹¹

The Igba boi system survived colonialism, civil war, structural adjustment programs. With responsible legal backing, it will go on to be the fountainhead of entrepreneurs and not lawyers for centuries to come.³¹²

³⁰⁴ Iwe (n 332) 107.

³⁰⁵ *V.C. Uchendu, The Igbo of Southeast Nigeria (Holt, Rinehart and Winston 1965) 44.*

³⁰⁶ Arisukwu et al. (n 210) 142.

³⁰⁷ Chapter Four, sections 4.4-4.5.

³⁰⁸ *Scammell v. Ouston [1941] AC 251.*

³⁰⁹ Child's Rights Act, 2003, ss. 28-30.

³¹⁰ Evidence Act, 2011, s. 72.

³¹¹ *Ibid.*,

³¹² *Dunlop Pneumatic Tyre Co Ltd v. New Garage & Motor Co Ltd [1915] AC 79.*

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