

# [We goodness of the master and servant legislation](https://assignbuster.com/we-goodness-of-the-master-and-servant-legislation/)

We will be discussing the contracts   
of employment and how it has always been a flawed instrument from the early   
centuries. We will be discussing how most of these contracts that are formed   
are not fully fair and in the interest of the employee and how some of these   
contracts can and do lead to unfair ways of governing the economy. We will be   
going into depth of the history and origination of contracts and the relationship   
between workers and employers and how this concept has affected some of the   
contracts that are present today.

In the eighteenth century, the   
connection amongst hirer and a provider of work was governed by the master and   
servant scheme rather than the law of contract1.   
This was a status-based relationship. A number of master and servant acts were   
passed from 1747 until their repeal with the introduction of the employers and   
workmen act 18752.   
This statutory master and servant administration built up a structure through   
which the working relationship was diverted, including the privileges of the   
parties, the parties which were vigorously weighted for the business with a   
huge number of co relative obligations forced on the servant3.

It represented a kind of expansion of the   
financial and social relations inside the household, whereby the servant   
subordinated himself to the course of the master. Subordination is the act of   
placing something or someone in a lower rank or position4.   
The master had the ability to coordinate the exercise and work patterns of the   
servant5.   
On the off chance that the labourer absented himself from work or was   
blameworthy of indiscipline, a definitive endorse stood to the business by   
goodness of the master and servant legislation was the detainment of the worker6.   
In this current century, the relationship between employers and employees are   
much more equal and less subordinate however not to the fullest extent.

The idea of the connection between   
an individual provider of work and an enterprise formed into an issue of the   
refinement between the contract of employment and the contract for services.   
The widespread dependence on contract was combined with the conventional custom   
based law respect for the effectiveness secured by the precept of flexibility   
of agreement. Subsequently, the parties afforded the powers to draw up a wide   
range of agreements custom fitted to their own particular prerequisites. The   
strength of the contract of employment achieved its statures in the early and   
mid-twentieth century7.

It generally matched with a period   
where it suited administration to enlist labour based on what has been alluded   
to as the   
" typical working or standard employment relationship8"   
i. e. a   
full-time contract with a single employer to perform individual administrations   
for an inconclusive period at the business premises, independent of whether the   
business had adequate work to give the worker or not. After some time, the   
common law adjusted to the truth of the ordinary working relationship by   
forcing an all the more equitably adjusted arrangement of suggested commitments   
on the employer and employee, promoting the development of the shared of   
complementary contract of employment9.

In the Employment Rights Act 1996, a   
worker is defined as " an   
individual who has entered into or works under ( or where the employment has   
ceased, worked under)- a) a contract of employment, or b) any other contract   
whether express or implied and ( if it express) whether oral or in writing,   
whereby the individual undertakes to do or perform personally any work or   
services for another party to the contract, whose status is not by virtue of   
the contract that of a client or customer of any profession or business carried   
on by the individual" 10.

Workers in the UK are protected by certain   
legislations that have been put into place. These protections include s54 of   
the national minimum wage act; equality rights under the Equality act 2010;   
regulation 2(91) of the working time regulations act 1998; the rights not to   
suffer an unauthorised wage deduction under part two

1 DAVID   
CABRELLI, EMPLOYMENT LAW IN CONTEXT Pg1-231 (OXFORD UNIV PRESS 2018).

2 DAVID   
CABRELLI, EMPLOYMENT LAW IN CONTEXT Pg1-231 (OXFORD UNIV PRESS 2018).

3 DAVID   
CABRELLI, EMPLOYMENT LAW IN CONTEXT Pg1-231 (OXFORD UNIV PRESS 2018).

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5 DAVID   
CABRELLI, EMPLOYMENT LAW IN CONTEXT Pg1-231 (OXFORD UNIV PRESS 2018).

6 DAVID   
CABRELLI, EMPLOYMENT LAW IN CONTEXT Pg1-231 (OXFORD UNIV PRESS 2018).

7 Sir   
Brian Langstaff, 'Changing Times, Changing Relationships At Work..... Changing   
Law? Pg. 131-143' (2016) 45 Industrial Law Journal.

8 Sir   
Brian Langstaff, 'Changing Times, Changing Relationships At Work..... Changing   
Law? Pg. 131-143' (2016) 45 Industrial Law Journal.

9 Sir   
Brian Langstaff, 'Changing Times, Changing Relationships At Work..... Changing   
Law? Pg. 131-143' (2016) 45 Industrial Law Journal.

10 'Employment   
Rights Act 1996' (Legislation. gov. uk, 2018)   
accessed 13   
January 2018.