

We goodness of the master and servant legislation



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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

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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

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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.....
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Law? Pg. 131-143' (2016) 45 Industrial Law Journal.

9 Sir

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

10 'Employment

Rights Act 1996' (Legislation. gov. uk, 2018)

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