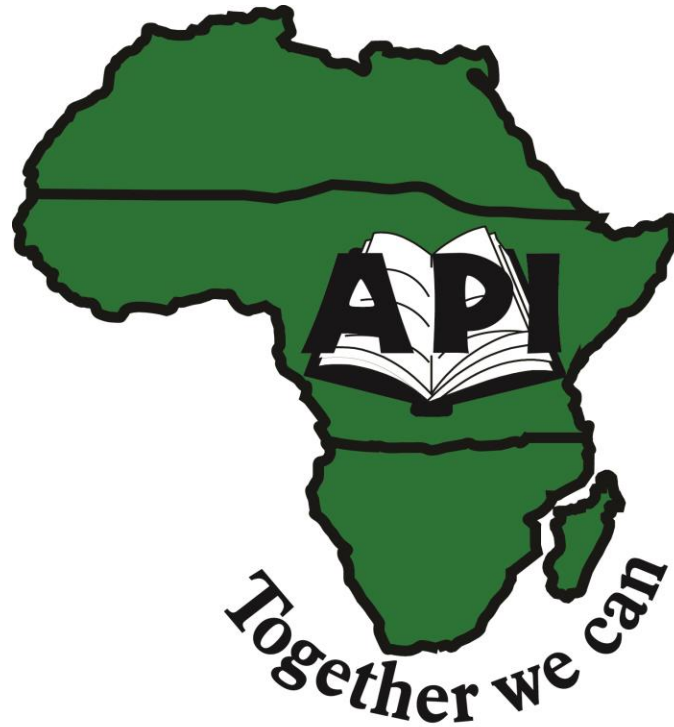


**AFRICA POPULATION INSTITUTE
(API)**



**BUSINESS ADMINISTRATION & MANAGEMENT
TERM ONE STUDENT'S MODULES
(BAM)
Contents**

APDBA 101	Fundamentals Accounting
APDBA 102	Economics theory
APDBA 103	Business Law and Principles
APDBA 104	Computer Applications
APDBA 105	Business Ethics

Website: www.africapopulation.net

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Course Name	: Accounting Fundamentals and Principles
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Course Description

The Course stipulates the rationale of accounting principles in the day today business environments. It provides modalities of how best accounting procedures can be shaped to enhance business transactions in the market. It explains also various concepts that are commonly used in the accounting field, illustrations of different accounts and their calculations as well as understanding the assumptions of accounting.

Course Objectives

- To help students acquire basic knowledge and skills in preparing different forms of accounts
- To enable students in interpreting and analyzing financial statements
- To initiate them to earlier practices of managerial accounting.
- To help the students appreciate the role of Accounts in Business setting

Course Content

Introduction to Accounting

- Definition of Accounting
- Importance of Accounting information
- Components of Accounting
- Role of the accountant in society

The need for Accounts

- Users of financial statements and their information needs
- The objective of financial statements
- Qualitative characteristics of good financial information
- Constraints on relevant and reliable information

Factors that shape financial accounting

- Laws
- Accounting standards
- Accounting concepts (underlying Assumptions)
- European Union Derivatives

Understanding concepts used in Accounting

- An asset
- Liabilities
- Equity
- Performance
- Income
- Expenses
- Reliability of measurement
- Recognition of assets and liabilities

The accounting principles/assumptions

- The going concern concept
- The matching/accruals concept

- The consistency concept
- The prudence concept
- Materiality concept
- Historical cost concept

Control Accounts

- Format of the control accounts
- Advantages of the control accounts
- How accounting details are recorded

Cash books

- Drawings up a cash book, and its importance (two column and three column cash books)

Partnership Accounts

- Definition of partnership accounts
- The partners' capital accounts
- Partner's current accounts
- Partnership and Goodwill
- Accounting treatment of loans in a partnership
- Basic steps of sharing out partners' profits
- Revaluation

Mode of delivery Face to face lectures

Assessment

Course work 40%

Exams 60%

Total Mark 100%

Definitions:

Financial Accounting is the art of collecting financial data which is quantifiable in monetary terms, recording all that has been collected, classifying data and summarising in a significant manner and in terms of money, transactions and events which are at least of a financial character and analyzing data to enable interpreting the result thereof.

1. Any events and transactions of financial nature are recorded in books of accounts. Events of non-financial nature say the quarrel between the project manager and the chairman Board of trustees cannot find room in the books of accounts.
2. The records must portray the significance of all transactions and events individually and collectively class by class and as a whole.
3. The partners involved must be able to gather the true message of the results as embodied in the statement finally prepared.

The account process involves identifying, measuring and communicating economic information to permit judgement and decision by the user of the information.

Measurement is concerned with assessing or evaluating data so as to state its significance correctly.

Communication is done through reports and financial statements.

IMPORTANCE OF ACCOUNTING INFORMATION

- Some user groups use financial accounting primarily for standard purposes and others for decision-making purposes.
- Managers of all forms of organisations whether profit making or non-profit making require information to assist them in their decision making and control activities.
- Information is required about the viability of a project; whether to lease or buy, profitability of production line, the competitive position in the market, the introduction of a new product and whether to recruit or retrench.

COMPONENTS OF ACCOUNTING DISCIPLINE

1. FINANCIAL ACCOUNTING

Kohler's dictionary of accounting defines financial accounting as "Accounting for revenues, expenses, assets and liabilities of a business, a term often limited to the accounting concerned with published financial reports in contrast to internal aspects of accounting such as cost accounting." According to this definition, financial accounting is that branch of accounting that is concerned with the determination of the results of operation of an organisation during a given period and financial position of the organisation as on a date at the end of the period. It fulfils this objective by establishing a balance between revenues and expenditures/expenses (Statement of Comprehensive Income) and by laying out the assets and liabilities of the organisation (Statement of Financial Position) as on the date at the end of the trading period. The focus of financial accounting is primarily on historical report.

The information compiled by the financial accounting is intended for external use by investors, employees and their union, government-agencies and others. The information provided by those groups usually consists of the Statement of Comprehensive Incomes, Statement of Financial Position and statements of changes in the financial position for the period under review. Financial accounting can also be looked at as a branch of accounts which is heavily constrained by the generally accepted accounting principles and whose major focus is on the historical, custodian and stewardship aspect of accounting.

It is worth noting the features of these definitions as follows:

i) **Accounting principles**

Financial accounts are prepared on the basis of pronouncements of the financial accounting standards board. (F.A.S.B) An independent standard setting body. These pronouncements are referred to as generally accepted accounting principles (G.A.A.P). The purpose of G.A.A.P is an attempt to ensure that the resulting reports are understandable, reliable and relating consistent between comparable periods.

ii) **Historical**

Financial accounting deals with historical records such as revenues that have either accrued or have been realised and expenses that have been incurred or obligation to incurring has been

entered. Further more financial accounting reports comes at the end of the period concerned not before.

iii) **Custodian and store**

Financial accounts are prepared by a person who is responsible in the position of an agent. It is the financial accounting concerned with the custody or management of assets and discharge of liabilities by one person on behalf of another.

2. COST ACCOUNTING

Cost accounting is a form of mechanism by means of which costs of products and services are ascertained and controlled. It is that branch of accounting dealing with classification, recording, allocation, summarisation and reporting of current and prospective costs. Included in the field of cost accounting are the designs and corporations of costing systems and procedures, the method of determining costs by departments, functions, responsibilities, activities, products, territories, periods and other units of forecasted future costs and standards or desired costs as well as historical costs. The comparison of costs on different periods of actual estimated, budgeted or standard costs and of alternative costs and presentation and interpretation of cost data as an aid to management in controlling current and future operations.

3. MANAGEMENT ACCOUNTING

Management accounting is that type of accounting that provides information specifically to management for decision-making. It also provides information to management.

The major difference between financial and management accounting is that financial accounting is prepared for the benefit of many other groups apart from management where as management accounting is prepared primarily for purpose of management.

Management accounting is the process of identification, measurement, accumulation, analysis, preparation and interpretation as well as communication of information that assists the executive in fulfilling organisational objectives.

M.A seeks to meet the needs of management or in general the needs of the asset informal to the business.

It is designed for or adopted to the needs of information and control at various administration levels of the organisation.

4. FINANCIAL MANAGEMENT AND AUDITING

Financial management and auditing though not branch of accounting are common financial issues that need to be understood and differentiated from accounting.

Financial management deals with acquisition of funds and allocation of those funds to various competing issues to the organisation. Financial management functions do cover acquisition of funds, allocation of funds in various uses and management of liquidity.

Auditing is an independent examination of accounting and other records of an organisation with the aim of making on the operations of the organisation and financial position of that organisation.

Financial Accounting, management accounting, financial management and auditing

- ⇒ Financial accounting is a process of reporting the results and financial position of a business to satisfy the information needs of persons not involved in the day to day running of the business such as the suppliers, customers, the inland revenue and the general public. It entails the collection of raw-data, the recording, the classifying, the summarising, the analysing, interpreting, the reporting and even forecasting processes
- ⇒ Management accounting is primarily concerned with providing information as a guide to the more efficient conduct of the business. Since management is responsible for planning and controlling the resources of the business, management accounts is an information system which analyses data to provide information as a basis for managerial action. On the basis of the information from the management account, strategies can be drawn for the future that may be collective, preventive, competitive or otherwise in order to achieve the desired goals.
- ⇒ Financial management entails decisions taken to raise finance and control financial resources. Financial management includes decisions as to how the B/s should be funded (financing decisions), how the finance should be invested (investment decision) whether profit should ploughed back or distributed as dividends (dividend decisions) and how much credit should be given/taken (Cash management/or operating decision)

Auditing is the process of giving an independent opinion on financial statements of a business. It is a monitoring process of large businesses when ownership is divorced from management.

Auditors report as to whether or not the accounts of a business show a true and fair view of the business results for the year and financial position at the end of the year. The auditors in their report will refer to the profit and loss account, The Statement of Financial Position and the notes to the account.

THE ROLE OF THE ACCOUNTANT IN SOCIETY

He's role depends on where he works:

1. In the public practice the accountant would prepare accounts, provide general business advice and ensure tax compliance and tax planning of the businesses.

Whereas in industry and commerce, the accountant will make credit management decisions, prepare annual statutory accounts and provide cost information to management. He can also act as internal auditor or a tax adviser.

Generally the accountant interprets financial and complex accounting information to a lay man or he acts as indicator between the business and any authority.

An enterprise is an organisation that has pooled financial and non-financial resources together and operates these resources to achieve it's objectives. This enterprise may be a trading concern or a non-trading concern.

Trading concerns have profit as their main objective. Therefore it pools resources and operates them to generate profit (the excess of revenues over costs).

Trading concerns/enterprises may take the following form:-

Sole proprietorships: An individual accumulates financial resources and operates them to generate profits

The business is usually relatively small & is operated by one individual plus members of his family if need be. Profits made belong to owners and no other party has a stake in it.

Partnerships: Unlike the sole proprietorship this business setting is a result of a set of individuals with a common objective of profit who pool financial, managerial and other resources and operate them or engage employees to run the business. Relatively partnerships have a higher capital raised than the sole proprietorships. Profit is shared among the partners as agreed and if no agreement was made, it is shared equally. Where necessary a partner may advance the business a loan.

Body corporate: Ltd - private, plc public co: Companies unlike the first who forms of businesses have their financial resources pooled by shareholders (owners) who more often than not, are not involved in the operations but share in the profits and ensure that the employees engaged (especially the management team) are satisfying their interests. It is overseen by a board of directors, which hires the business's managerial staff.

Cooperative: Often referred to as a "co-op business" or "co-op", a cooperative is a for-profit, limited liability entity that differs from a corporation in that it has members, as opposed to shareholders, who share decision-making authority.

Non-trading concerns

These most of the time are NGO, clubs or associations or charitable organizations.

Their objectives vary e.g. disease, control, HIV, poverty eradication, promotion of sports, education, religion etc.

The financial accounts are drawn to account for the financial resources advanced.

Business entity convention

Unlike the legal concept of personality in accounting a business is an entity separate from the person (owner). All the owner does is to provide capital to enable the operations to take off.

This capital (accumulated financial resources) is considered a special obligation (Debt) of the business that lives with the business and may be repaid when the operations cease.

THE NEED FOR ACCOUNTS

The objective of producing corporate reports (accounts inclusive) is to communicate economic measurements of and information about the resources and performance of the reporting entity useful to those having reasonable rights to such information. The classes of people who might need information about a business are:

Users of financial Statements and Their Information Needs

The users of financial statements include present and potential investors, employees, lenders, suppliers and other trade creditors, customers, governments and their

agencies and the public. They use financial statements in order to satisfy some of their different needs for information. These needs include the following:

- (a) *Investors.* The providers of risk capital and their advisers are concerned with the risk inherent in, and return provided by, their investments. They need information to help them determine whether they should buy, hold or sell. Shareholders are also interested in information which enables them to assess the ability of the enterprise to pay dividends.
- (b) *Employees.* Employees and their representative groups are interested in information about the stability and profitability of their employers. They are also interested in information which enables them to assess the ability of the enterprise to provide remuneration, retirement benefits and employment opportunities.
- (c) *Lenders.* Lenders are interested in information that enables them to determine whether their loans, and the interest attaching to them, will be paid when due.
- (d) *Suppliers and other trade creditors.* Suppliers and other creditors are interested in information that enables them to determine whether amounts owing to them will be paid when due. Trade creditors are likely to be interested in an enterprise over a shorter period than lenders unless they are dependent upon the continuation of the enterprise as a major customer.
- (e) *Customers.* Customers have an interest in information about the continuance of an enterprise, especially when they have a long-term involvement with, or are dependent on, the enterprise.
- (f) *Governments and their agencies.* Governments and their agencies are interested in the allocation of resources and, therefore, the activities of enterprises. They also require information in order to regulate the activities of enterprises, determine taxation policies and as the basis for national income and similar statistics.
- (g) *Public.* Enterprises affect members of the public in a variety of ways. For example, enterprises may make a substantial contribution to the local economy in many ways including the number of people they employ and their patronage of local suppliers. Financial statements may assist the public by providing information about the trends and recent developments in the prosperity of the enterprise and the range of its activities.

The objective of financial statements is to provide information about the financial position, performance and changes in financial position of an enterprise that is useful to a wide range of users in making economic decisions.

Financial statements prepared for this purpose meet the common needs of most users. However, financial statements do not provide all the information that users may need to make economic decisions since they largely portray the financial effects of past events and do not necessarily provide non-financial information.

Financial statements also show the results of the stewardship of management, or the accountability of management for the resources entrusted to it. Those users who wish to assess the stewardship or accountability of management do so in order that they may make economic decisions; these decisions may include, for example, whether to hold or sell their investment in the enterprise or whether to reappoint or replace the management.

Qualitative characteristics of good financial information:

Qualitative characteristics are the attributes that make the information provided in financial statements useful to users. The four principal qualitative characteristics are understandability, relevance, reliability and comparability.

i) **Materiality**

The relevance of information is affected by its nature and materiality. In some cases, the nature of information alone is sufficient to determine its relevance. For example, the reporting of a new segment may affect the assessment of the risks and opportunities facing the enterprise irrespective of the materiality of the results achieved by the new segment in the reporting period. In other cases, both the nature and materiality are important, for example, the amounts of inventories held in each of the main categories that are appropriate to the business.

ii) **Reliable**

To be useful, information must also be reliable. Information has the quality of reliability when it is free from material error and bias and can be depended upon by users to represent faithfully that which it either purports to represent or could reasonably be expected to represent.

iii) **Faithful Representation**

To be reliable, information must represent faithfully the transactions and other events it either purports to represent or could reasonably be expected to represent. Thus, for example, a statement of financial position should represent faithfully the transactions and other events that result in assets, liabilities and equity of the enterprise at the reporting date which meet the recognition criteria.

iv) **Relevant**

To be useful, information must be relevant to the decision-making needs of users. Information has the quality of relevance when it influences the economic decisions of

users by helping them evaluate past, present or future events or confirming, or correcting, their past evaluations.

The predictive and confirmatory roles of information are interrelated. For example, information about the current level and structure of asset holdings has value to users when they endeavour to predict the ability of the enterprise to take advantage of opportunities and its ability to react to adverse situations. The same information plays a confirmatory role in respect of past predictions about, for example, the way in which the enterprise would be structured or the outcome of planned operations.

v) Complete

To be reliable, the information in financial statements must be complete within the bounds of materiality and cost. An omission can cause information to be false or misleading and thus unreliable and deficient in terms of its relevance.

vi) Comprehensible (comprehensive)/Understandable

An essential quality of the information provided in financial statements is that it is readily understandable by users. For this purpose, users are assumed to have a reasonable knowledge of business and economic activities and accounting and a willingness to study the information with reasonable diligence. However, information about complex matters that should be included in the financial statements because of its relevance to the economic decision-making needs of users should not be excluded merely on the grounds that it may be too difficult for certain users to understand.

vii) Comparability

Users must be able to compare the financial statements of an enterprise through time in order to identify trends in its financial position and performance. Users must also be able to compare the financial statements of different enterprises in order to evaluate their relative financial position, performance and changes in financial position. Hence, the measurement and display of the financial effect of like transactions and other events must be carried out in a consistent way throughout an enterprise and over time for that enterprise and in a consistent way for different enterprises.

viii) Neutral (purposeful and unbiased of the information)

To be reliable, the information contained in financial statements must be neutral, that is, free from bias. Financial statements are not neutral if, by the selection or presentation of information, they influence the making of a decision or judgement in order to achieve a predetermined result or outcome.

ix) Substance over Form

If information is to represent faithfully the transactions and other events that it purports to represent, it is necessary that they are accounted for and presented in accordance with their substance and economic reality and not merely their legal form. The substance of transactions or other events is not always consistent with that which

is apparent from their legal or contrived form. For example, an enterprise may dispose of an asset to another party in such a way that the documentation purports to pass legal ownership to that party; nevertheless, agreements may exist that ensure that the enterprise continues to enjoy the future economic benefits embodied in the asset. In such circumstances, the reporting of a sale would not represent faithfully the transaction entered into (if indeed there was a transaction).

x) Prudence

The preparers of financial statements do, however, have to contend with the uncertainties that inevitably surround many events and circumstances, such as the collectability of doubtful receivables, the probable useful life of plant and equipment and the number of warranty claims that may occur. Such uncertainties are recognized by the disclosure of their nature and extent and by the exercise of prudence in the preparation of the financial statements. Prudence is the inclusion of a degree of caution in the exercise of the judgements needed in making the estimates required under conditions of uncertainty, such that assets or income are not overstated and liabilities or expenses are not understated. However, the exercise of prudence does not allow, for example, the creation of hidden reserves or excessive provisions, the deliberate understatement of assets or income, or the deliberate overstatement of liabilities or expenses, because the financial statements would not be neutral and, therefore, not have the quality of reliability.

Constraints on Relevant and Reliable Information

Timeliness

If there is undue delay in the reporting of information it may lose its relevance. Management may need to balance the relative merits of timely reporting and the provision of reliable information. To provide information on a timely basis it may often be necessary to report before all aspects of a transaction or other event are known, thus impairing reliability. Conversely, if reporting is delayed until all aspects are known, the information may be highly reliable but of little use to users who have had to make decisions in the interim. In achieving a balance between relevance and reliability, the overriding consideration is how best to satisfy the economic decision-making needs of users.

Balance between Benefit and Cost

The balance between benefit and cost is a pervasive constraint rather than a qualitative characteristic. The benefits derived from information should exceed the cost of providing it. The evaluation of benefits and costs is, however, substantially a judgemental process. Furthermore, the costs do not necessarily fall on those users who enjoy the benefits. Benefits may also be enjoyed by users other than those for whom the information is prepared; for example, the provision of further information to lenders may reduce the borrowing costs of an enterprise. For those reasons, it is difficult to apply a cost-benefit test in any particular case. Nevertheless, standard-setters in particular, as well as the preparers and users of financial statements, should be aware of this constraint.

Balance between Qualitative Characteristics

In practice a balancing, or trade-off, between qualitative characteristics is often necessary. Generally the aim is to achieve an appropriate balance among the characteristics in order to meet the objective of financial statements. The relative importance of the characteristics in different cases is a matter of professional judgment.

True and Fair View/Fair Presentation

Financial statements are frequently described as showing a true and fair view of, or as presenting fairly, the financial position, performance and changes in financial position of an enterprise. The application of the principal qualitative characteristics and of appropriate accounting standards normally results in financial statements that convey what is generally understood as a true and fair view of, or as presenting fairly such information.

Underlying Assumptions

Accrual Basis

In order to meet their objectives, financial statements are prepared on the accrual basis of accounting. Under this basis, the effects of transactions and other events are recognized when they occur (and not as cash or its equivalent is received or paid) and they are recorded in the accounting records and reported in the financial statements of the periods to which they relate. Financial statements prepared on the accrual basis inform users not only of past transactions involving the payment and receipt of cash but also of obligations to pay cash in the future and of resources that represent cash to be received in the future. Hence, they provide the type of information about past transactions and other events that is most useful to users in making economic decisions.

Going Concern

The financial statements are normally prepared on the assumption that an enterprise is a going concern and will continue in operation for the foreseeable future. Hence, it is assumed that the enterprise has neither the intention nor the need to liquidate or curtail materially the scale of its operations; if such an intention or need exists, the financial statements may have to be prepared on a different basis and, if so, the basis used is disclosed.

Financial Position, Performance and Changes in Financial Position

The economic decisions that are taken by users of financial statements require an evaluation of the ability of an enterprise to generate cash and cash equivalents and of the timing and certainty of their generation. This ability ultimately determines, for example, the capacity of an enterprise to pay its employees and suppliers, meet interest payments, repay loans and make distributions to its owners. Users are better able to

evaluate this ability to generate cash and cash equivalents if they are provided with information that focuses on the financial position, performance and changes in financial position of an enterprise.

Notes and Supplementary Schedules

The financial statements also contain notes and supplementary schedules and other information. For example, they may contain additional information that is relevant to the needs of users about the items in the statement of financial position and statement of comprehensive income. They may include disclosures about the risks and uncertainties affecting the enterprise and any resources and obligations not recognized in the statement of financial position (such as mineral reserves). Information about geographical and industry segments and the effect on the enterprise of changing prices may also be provided in the form of supplementary information.

FACTORS THAT SHAPE FINANCIAL ACCOUNTING

The accounting discipline just like all other discipline is regulated to enable harmonised reporting and comparability. The following factors put together play an important role in the financial reporting:-

Laws

These result from a parliamentary process. In place are a number of statutes. Most important is the company's Act (Cap 110) of the Laws of Uganda.

It requires that companies prepare financial statements on annual basis to be presented to the owners in the Annual General Meetings (AGM)

Accounting standards

International Financial Reporting standards (IFRS),

International Accounting standard (IAS),

International Financial Reporting Interpretations Committee Interpretation (IFRIC),

Statements of standard accounting practices (SSAPs),

UK - Financial Reporting Standards (FRS)

The accounting standards committee through the standard setting process came up with a number of statements of standard accounting practices which are guidelines on presentation, disclosure or appropriate treatment of a number of issues that arise during financial reporting. However, due to changes overtime, the International Accounting Standards Board was replaced by the International Financial Reporting Standards Board and the revised International Financial Standards are numbered in order that they are revised.

The recommended treatment is to be complied with by all reporting entities.

c) Accounting concepts principles (Underlying Assumptions)

These are principles that underlie the preparation of financial statements unless specifically stated they are implied (read into the financial statements by a knowledgeable user)

d) European Union Derivatives

These directives are incorporated in financial reporting practices of the entire European community and any other states that have adopted their reporting culture.

Generally Accepted Accounting Practices (GAAPs)

These are practices in the accounting discipline that may be traced from time immemorial and have been lived with the profession.

The stock exchange

This also has an influence on financial reporting in that the values attached to securities are determined by the

Other international influences

A number of regulatory bodies exist on both local or international levels.

Reporting may be influenced by the needs of a given nation, region (e.g the COMESA) or trade area like (P.T.A)

THE FINANCIAL STATEMENTS

These are summaries of the accounting records prepared usually by senior accounts staff for purposes of the user.

They show the operations of an enterprise over again financial reporting period and the financial position of the enterprise.

The reporting period vary according to the circumstances of a given enterprise but the normal accounting period is one year (any period of twelve months)

Complete set of Financial Statements

A complete set of financial statements comprises:

- (a) a statement of financial position as at end of the period;
- (b) a statement of comprehensive income for the period;;
- (c) a statement of changes in equity for the period;
- (d) A statement of cash flows for the period;
- (e) Notes, comprising a summary of significant accounting policies and other explanatory information; and
- (f) A statement of financial position as at the beginning of the earliest comparative period when an entity applies an accounting policy retrospectively or makes a retrospective restatement of items in its financial statements, or when it reclassifies items in its financial statements.

An entity may use titles for the statements other than those used in this standard.

Then financial statements are sometimes referred to as 'final accounts'.

- **Features of Financial Accounting Information:**
- **Accounting Standards:** Financial accounts are prepared on the basis of standards set by the board of the International Financial Reporting Standards Committee (IASB), an independent standard setting body. These Standards are referred to as International

Financial Reporting Standards (IFRS). The purpose of IFRS is an attempt to ensure that the resulting reports are understandable, reliable and relating consistent between comparable periods.

- **Historical:** Financial accounting deals with historical records such as revenues that have either accrued or have been realised and expenses that have been incurred or obligation to incurring has been entered. Further more financial accounting reports comes at the end of the period concerned not before.
- **Custodian and store:** Financial accounts are prepared by a person who is responsible in the position of an agent. It is the financial accounting concerned with the custody or management of assets and discharge of liabilities by one person on behalf of another.

The Elements of Financial Statements

Financial statements portray the financial effects of transactions and other events by grouping them into broad classes according to their economic characteristics. These broad classes are termed the elements of financial statements. The elements directly related to the measurement of financial position in the statement of financial position are assets, liabilities and equity. The elements directly related to the measurement of performance in the statement of comprehensive income are income and expenses. The statement of changes in financial position usually reflects statement of comprehensive income elements and changes in financial position elements.

The presentation of these elements in the statement of financial position and the statement of comprehensive income involves a process of sub-classification. For example, assets and liabilities may be classified by their nature or function in the business of the enterprise in order to display information in the manner most useful to users for purposes of making economic decisions.

Financial Position

The elements directly related to the measurement of financial position are assets, liabilities and equity. These are defined as follows:

- (a) An asset is a resource controlled by the enterprise as a result of past events and from which future economic benefits are expected to flow to the enterprise.
- (b) A liability is a present obligation of the enterprise arising from past events, the settlement of which is expected to result in an outflow from the enterprise of resources embodying economic benefits.
- (c) Equity is the residual interest in the assets of the enterprise after deducting all its liabilities.

The definitions of an asset and a liability identify their essential features but do not attempt to specify the criteria that need to be met before they are recognized in the statement of financial position. Thus, the definitions embrace items that are not recognized as assets or liabilities in the statement of financial position because they do

not satisfy the criteria for recognition. In particular, the expectation that future economic benefits will flow to or from an enterprise must be sufficiently certain to meet the probability criterion before an asset or liability is recognized.

Assets

The future economic benefit embodied in an asset is the potential to contribute, directly or indirectly, to the flow of cash and cash equivalents to the enterprise. The potential may be a productive one that is part of the operating activities of the enterprise. It may also take the form of convertibility into cash or cash equivalents or a capability to reduce cash outflows, such as when an alternative manufacturing process lowers the costs of production.

An enterprise usually employs its assets to produce goods or services capable of satisfying the wants or needs of customers; because these goods or services can satisfy these wants or needs, customers are prepared to pay for them and hence contribute to the cash flow of the enterprise. Cash itself renders a service to the enterprise because of its command over other resources.

The future economic benefits embodied in an asset may flow to the enterprise in a number of ways. For example, an asset may be:

- (a) used singly or in combination with other assets in the production of goods or services to be sold by the enterprise;
- (b) exchanged for other assets;
- (c) used to settle a liability; or
- (d) distributed to the owners of the enterprise.

Many assets for example, property, plant and equipment, have a physical form. However, physical form is not essential to the existence of an asset; hence patents and copyrights, for example, are assets if future economic benefits are expected to flow from them to the enterprise and if they are controlled by the enterprise.

Liabilities

An essential characteristic of a liability is that the enterprise has a present obligation. An obligation is a duty or responsibility to act or perform in a certain way. Obligations may be legally enforceable as a consequence of a binding contract or statutory requirement. This is normally the case, for example, with amounts payable for goods and services received. Obligations also arise, however, from normal business practice, custom and a desire to maintain good business relations or act in an equitable manner. If, for example, an enterprise decides as a matter of policy to rectify faults in its products even when these become apparent after the warranty period has expired, the

amounts that are expected to be expended in respect of goods already sold are liabilities.

The settlement of a present obligation usually involves the enterprise giving up resources embodying economic benefits in order to satisfy the claim of the other party. Settlement of a present obligation may occur in a number of ways, for example, by:

- (a) payment of cash;
- (b) transfer of other assets;
- (c) provision of services;
- (d) replacement of that obligation with another obligation; or
- (e) conversion of the obligation to equity.

An obligation may also be extinguished by other means, such as a creditor waiving or forfeiting its rights.

Equity

Although equity is defined as a residual, it may be sub-classified in the statement of financial position. For example, in a corporate enterprise, funds contributed by shareholders, retained earnings, reserves representing appropriations of retained earnings and reserves representing capital maintenance adjustments may be shown separately. Such classifications can be relevant to the decision-making needs of the users of financial statements when they indicate legal or other restrictions on the ability of the enterprise to distribute or otherwise apply its equity. They may also reflect the fact that parties with ownership interests in an enterprise have differing rights in relation to the receipt of dividends or the repayment of capital.

Performance

Profit is frequently used as a measure of performance or as the basis for other measures, such as return on investment or earnings per share. The elements directly related to the measurement of profit are income and expenses. The recognition and measurement of income and expenses, and hence profit, depends in part on the concepts of capital and capital maintenance used by the enterprise in preparing its financial statements.

The elements of income and expenses are defined as follows:

- (a) Income is increases in economic benefits during the accounting period in the form of inflows or enhancements of assets or decreases of liabilities that result in increases in equity, other than those relating to contributions from equity participants.

- (b) Expenses are decreases in economic benefits during the accounting period in the form of outflows or depletions of assets or than those relating to distributions to equity participants.

The definitions of income and expenses identify their essential features but do not attempt to specify the criteria that would need to be met before they are recognized in the statement of comprehensive income.

Income

The definition of income encompasses both revenue and gains. Revenue arises in the course of the ordinary activities of an enterprise and is referred to by a variety of different names including sales, fees, interest, dividends, royalties and rent.

Gains represent other items that meet the definition of income and may, or may not, arise in the course of the ordinary activities of an enterprise. Gains represent increases in economic benefits and as such are no different in nature from revenue. Hence, they are not regarded as constituting a separate element.

Expenses

The definition of expenses encompasses losses as well as those expenses that arise in the course of the ordinary activities of the enterprise. Expenses that arise in the course of the ordinary activities of the enterprise include, for example, cost of sales, wages and depreciation. They usually take the form of an outflow or depletion of assets such as cash and cash equivalents, inventory, property, plant and equipment.

Losses represent other items that meet the definition of expenses and may, or may not, arise in the course of the ordinary activities of the enterprise. Losses represent decreases in economic benefits and as such they are no different in nature from other expenses. Hence, they are not regarded as a separate element.

Capital Maintenance Adjustments

The revaluation or restatement of assets and liabilities gives rise to increases or decreases in equity. While these increases or decreases meet the definition of income and expenses, they are not included in the statement of comprehensive income under certain concepts of capital maintenance. Instead these items are included in equity as capital adjustments or revaluation reserves.

Recognition of the Elements of Financial Statements

Recognition is the process of incorporating in the Statement of Financial Position or statement of comprehensive income an item that meets the definition of an element and satisfies the criteria for recognition set out. It involves the depiction of the item in words and by a monetary amount and the inclusion of that amount in the Statement of Financial Position or statement of comprehensive income totals. Items that satisfy the

recognition criteria should be recognized in the Statement of Financial Position or statement of comprehensive income. The failure to recognize such items is not rectified by disclosure of the accounting policies used nor by notes or explanatory material.

An item that meets the definition of an element should be recognized if:

- (a) it is probable that any future economic benefit associated with the item will flow to or from the enterprise; and
- (b) the item has a cost or value that can be measured with reliability.

The Probability of Future Economic Benefit

The concept of probability is used in the recognition criteria to refer to the degree of uncertainty that the future economic benefits associated with the item will flow to or from the enterprise. The concept is in keeping with the uncertainty that characterizes the environment in which an enterprise operates. Assessments of the degree of uncertainty attaching to the flow of future economic benefits are made on the basis of the evidence available when the financial statements are prepared. For example, when it is probable that a receivable owed by an enterprise will be paid, it is then justifiable, in the absence of any evidence to the contrary, to recognize the receivable as an asset. For a large population of receivables, however, some degree of non-payment is normally considered probable; hence an expense representing the expected reduction in economic benefits is recognized.

Reliability of Measurement

The second criterion for the recognition of an item is that it possesses a cost or value that can be measured with reliability. In many cases, cost or value must be estimated; the use of reasonable estimates is an essential part of the preparation of financial statements and does not undermine their reliability. When, however, a reasonable estimate cannot be made the item is not recognized in the Statement of Financial Position or statement of comprehensive income. For example, the expected proceeds from a lawsuit may meet the definitions of both an asset and income as well as the probability criterion for recognition; however, if it is not possible for the claim to be measured reliably, it should not be recognized as an asset or as income; the existence of the claim, however, would be disclosed in the notes, explanatory material or supplementary schedules.

Recognition of Assets

An asset is recognized in the Statement of Financial Position when it is probable that the future economic benefits will flow to the enterprise and the asset has a cost or value that can be measured reliably.

An asset is not recognized in the Statement of Financial Position when expenditure has been incurred for which it is considered improbable that economic benefits will flow to the enterprise beyond the current accounting period. Instead such a transaction results in the recognition of an expense in the statement of comprehensive income. This

treatment does not imply either that the intention of management in incurring expenditure was other than to generate future economic benefits for the enterprise or that management was misguided. The only implication is that the degree certainty that economic benefits will flow to the enterprise beyond the current accounting period is insufficient to warrant the recognition of an asset.

Recognition of liabilities

A liability is recognized in the Statement of Financial Position when it is probable that an outflow of resources embodying economic benefits will result from the settlement of a present obligation and the amount at which the settlement of a present obligation and the amount at which the settlement will take place can be measured reliably. In practice, obligations under contracts that are equally proportionately unperformed (for example, liabilities for inventory ordered but not yet received) are generally not recognized as liabilities in the financial statements. However, such obligations may meet the definition of liabilities and, provided the recognition criteria are met in the particular circumstances, recognition of liabilities entails recognition of related assets or expenses.

Recognition of Income

Income is recognized in the Statement of Comprehensive Income when an increase in future economic benefits related to an increase in an asset or a decrease of a liability has arisen that can be measured reliably. This means, in effect, that recognition of income occurs simultaneously with the recognition of increases in assets or decreases in liabilities (for example, the net increase in assets arising on a sale of goods or services or the decrease in liabilities arising from the waiver of a debt payable).

Recognition of Expenses

Expenses are recognized in the Statement of Comprehensive Income when a decrease in future economic benefits related to a decrease in an asset or an increase of a liability has arisen that can be measured reliably. This means, in effect, that recognition of expenses occurs simultaneously with the recognition of an increase liabilities or a decrease in assets (for example, the accrual of employee entitlements or the depreciation of equipment).

Measurement of the Elements of Financial Statements

Measurement is the process of determining the monetary amounts at which the elements of the financial statements are to be recognized and carried in the Statement of Financial Position and Statement of Comprehensive Income. This involves the selection of the particular basis of measurement. They include the following:

- (a) Historical cost. Assets are recorded at the amount of cash or cash equivalents paid or the fair value of the consideration given to acquire them at the time of their acquisition. Liabilities are recorded at the amount of proceeds received in

exchange for the obligation, or in some circumstances (for example, income taxes), at the amounts of cash or cash equivalents expected to be paid to satisfy the liability in the normal course of business.

- (b) **Current cost.** Assets are carried at the amount of cash or cash equivalents that would have to be paid if the same or an equivalent asset was acquired currently. Liabilities are carried at the undiscounted amount of cash or cash equivalents that would be required to settle the obligation currently.
- (c) **Realisable (settlement) value.** Assets are carried at the amount of cash or cash equivalents that could currently be obtained by selling the asset in an orderly disposal. Liabilities are carried at their settlement values; that is, the undiscounted amounts of cash or cash equivalents expected to be paid to satisfy the liabilities in the normal course of business.
- (d) **Present value.** Assets are carried at the present discounted value of the future net cash inflows that the item is expected to generate in the normal course of business. Liabilities are carried at the present discounted value of the future net cash outflows that are expected to be required to settle the liabilities in the normal course of business.

Concepts of Capital and Capital Maintenance

A financial concept of capital is adopted by most enterprises in preparing their financial statements. Under a financial concept of capital, such as invested money or invested purchasing power, capital is synonymous with the net assets or equity of the enterprise. Under a physical concept of capital, such as operating capability, capital is regarded as the productive capacity of the enterprise based on, for example, units of output per day.

Concepts of Capital Maintenance and the Determination of Profit

The concepts of capital above give rise to the following concepts of capital maintenance:

- (a) **Financial capital maintenance.** Under this concept a profit is earned only if the financial (or money) amount of the net assets at the end of the period exceeds the financial (or money) amount of net assets at the beginning of the period, after excluding any distributions to, and contributions from, owners during the period. Financial capital maintenance can be measured in either nominal monetary units or units of constant purchasing power.
- (b) **Physical capital maintenance.** Under this concept a profit is earned only if the physical productive capacity (or operating capability) of the enterprise (or the resources or funds need to achieve that capacity) at the end of the period exceeds the physical productive capacity at the beginning of the period, after

excluding any distributions to, and contributions from, owners during the period.

THE ACCOUNTING CONCEPTS/ASSUMPTIONS/PRINCIPLES

Accounting practice has developed gradually over a long period of time. Many of its procedures are operated automatically by accounting personnel and these procedures in common use imply the acceptance of certain concepts. These concepts are the basis of our current accounting system.

Fundamental accounting concept

These are the broad basic assumptions, which underlie the periodic financial accounts of businesses enterprises. They are referred to by all accounting committees and above all, identified as fundamental by statute (The companies Act 1985) which also adds the separate valuation principles, They are:-

1- The going concern concept

This is the assumption that the business will continue in its operational existence for the foreseeable future (at least 12 months from all the reporting date) and that there is no intention or necessity to cut back the scale of its operations significantly (e.g shut down one of the departments or shop, supplying to a given sales dept) or to cease operations completely (wind-up)

2- The matching/accruals concept

This is the assumption that the financial statements disclose items in the period that they relate the revenues shown are those generated/earned during the given period and they are treated together with costs necessary incurred in generating such revenues. Any incomes received in the period which they don't relate to are not disclosed in the comprehensive income statement and any expense the benefits of which are not enjoyed during the period are also not shown in the financial statement (the comprehensive income statement).

3- The consistency concept

The consistency concept is the assumption that similar items have been awarded similar treatment and the same treatment is applied from one period to another in accounting for such items to allow for comparisons and decision making.

For example, if stocks are valued at their stocks cost during period 1, the period 2 stocks should as well be valued at cost and not at market price or replacement cost.

4- The prudence concept

A person is said to be prudent when he gives the most cautions presentation of the situation in accounting a knowledgeable user assumes that the prepares has been cautions to the extent that he has not anticipated any gains (all gains reported have been realised) and any expenses or losses foreseen with reasonable certainty have been recognised in the financial statements. One accounting standard; statements of standard accounting practices (SSAP). Disclosure of accounting policies describes these four concepts as fundamental accounting concepts. The companies Act 1985 adds to these four a fifth:

5- Materiality concept

This is the assumption that only material items appear in financial statements. Any immaterial items have not been highlighted or reported distinctly. Items are material if their omission or misstatement would affect the impact of the financial statements on the reader. Materiality as a concept is relative but some items disclosed in amounts are particularly sensitive and even a very small misstatement of such item would be seen as a material error. For example where the disclosure of the absolute amount is a statutory requirement. In assessing materiality the content of the item is important; not only its amount i.e. consider the class of transactions, the amount balances and from the financial statement as a whole.

6- Historical cost concept

The basic principles of accounting is that transactions are normally stated in accounts at their historical amount i.e. at their values when they occurred and the value of items in the financial statements is based on the price that was paid for them. This is because there is an objective documentary evidence to prove the transaction e.g. the purchase price of an asset or amount paid for an expense on the invoice.

Accountants prefer to deal with objective costs rather than estimates. However the principle is faced with problems when the market value of property is higher than cost or where the assets wear and tear out and reduce value with usage and passage of time and the effects of inflation.

7- The money measurement concept

Accounting deals with quantifiable information i.e the information that can be measured in monetary terms. Much as most people will agree to the monetary valuations, accounting can never tell every thing about a business (qualitative workforce problems etc are not easy quantifiable).

8- Entity Concept:-This is the assumption that the affairs of an entity are treated as separate from the non-business activities of its owners. The items recorded in the books of the business are therefore restricted to the transactions of the business. The only time that the personal resources of the proprietor affects the accounting records of a business is when the proprietor introduces capital into the business or makes a drawing.

9- The dual aspect concept

This is the assumption that the preparer of the financial statements recorded the two aspects of each of the transaction of the business. The financial effect of each of the aspects is equal but opposite, one representing an asset of the business and the other representing claims against the assets.

10- The realisation concept

This concept is the reverse of prudence. It holds the view that incomes should never be anticipated unless they are realised. This guards against exciting owners about revenue that will never arise.

Income is realised when the goods or services sold are provided for the buyer who accepts liability to pay for them the monetary value agreed. At this point income is in cash or near

cash form. The point at which income is realised may be different from time the customer pays for the goods or takes delivery.

The accounting period convention

For accounting purposes the life time of the business is divided into arbitrary periods of a fixed length, usually one year. At the end of each arbitrary period, at least two financial statements are prepared, the Statement of Financial Position and the profit and loss account which is drawn on the basis of matching concept. This is done to strike a compromise between theoretical accuracy and the needs of users who require periodic financial statements which will form the basis of subsequent financial decisions.

The substance over form convention

This is the assumption that the preparer reflected the economic substance of transactions in the accounts irrespective of their legal form. For example, where assets are acquired on hire purchase or lease terms, those assets are not owned by the user until (in the hire purchase agreement) the final instalment has been paid and the hire purchase has exercised the option to buy. However, he should record as fixed assets in his accounts at the start of the hire purchase or lease agreement the cost of such assets. The substance of the transaction is that the accounts should reflect the use of a fixed asset in the business and the legal form is that the user does not have title to the fixed asset.

THE ACCOUNTING EQUATION

The whole of financial accounting is based upon a very simple idea; The accounting equation
If a business is to be set up and start trading then it needs resources.

Assuming that it is the owner of the business who has supplied all of the resources; This can be shown as;

Resources in the business = Resources supplied by the owner.

The amount of resources supplied by the owner is called CAPITAL. The actual resources that are then in the business are called ASSETS. This means that when the owner supplies all the resources the equation above can be shown as

$$\text{Assets} = \text{Capital}$$

It is assumed that people other than the owner supply assets to a business. The amount owing to these people is known as LIABILITIES. Therefore the equation can be modified as;

$$\text{Assets} = \text{Capital} + \text{Liabilities}$$

Each side of the equation will always have the same total value because it is the same thing thus

$$\begin{aligned} \text{Resources: what are they?} &= \text{Resources: who supplied them} \\ &= \text{Assets} \qquad \qquad \qquad (\text{CAPITAL} + \text{LIABILITIES}) \end{aligned}$$

It's a fact that the total value of each side will always equal one another, and that this will always be true no matter how many transactions they may be. The actual assets, liabilities and capital may change, but the total of these assets will always equal the total liabilities + capital.

Assets consists of tangible, intangible, investments and current assets where as liabilities consists of long term and current liabilities. Capital is the owner's equity or the network of a business and comprises the initial out lay and any further capital introduction and any reserves adjusted for what is drawn out of the business by the owner.

ACCOUNTING CONCEPTS

- These are basic assumptions which underlie the periodic financial accounts of a business enterprise.

The accounting concepts are recommended within the International Accounting Standard No. 1 (IAS 1 - Presentation of financial statements).

These concepts include:

- | | |
|--|---------------------------------|
| i) Historical cost concept | (ii) Money measurement concept |
| iii) Business (separate) entity concept | (iv) Realisation concept |
| v) Dual (double entry) concept | (vi) Accruals concept |
| vii) Going concern concept | (viii) Prudence concept |
| ix) Consistency concept | (x) Substance over form concept |
| xi) Materiality concept | |
| xii) Objectivity/ Neutrality/ True & Fair View | |

i) Historical cost concept

- It means that assets are normally shown at cost price; and that is basis for valuation of the asset.
- This implies that:
 - a) Transactions are stated at their value when they occurred.
 - b) Assets are stated at their historical cost, such that the value of an asset in the Balance sheet is based on the price that was paid for it.

This concept is usually objective because there is usually documentary evidence to prove the purchase price of assets acquired, or amounts paid for expenses (i.e Invoices, GRNs, DN's will be available).

However, there are some problems with the principle of Historical Cost, namely :

- . the wearing out of assets over time.
- . the increase in market value of property over time
- . inflation

ii) Money measurement concept

Accounting is mainly concerned with facts or transactions to which a monetary value can be attributed.

Therefore, Accountants will mainly record those transactions that :-

- a) Can be measured in money terms and
- b) Most people will agree to the money value of the transaction i.e. fair value in the eyes of a "reasonable man".

However, this implies that accounting (Book-keeping) may NOT give you all the details about a business enterprise, for example,

1. What does proper Book-keeping tell us about the good or bad character

of the Top Managers anyway !!

2. Do properly maintained Books of Accounts, ever inform us that the Labour force (Workers) are unhappy and about to strike ?

iii) The Business Entity concept

- This recognises the fact that for accounting purposes, a business is considered to be a separate entity from its Owners and/or Managers.
- This means that the business transactions (affairs of the company) are to be treated as being quite distinct from those of the non-business activities of the owners and/or managers.
- The items to be recorded in the books of the company, are therefore restricted to the business transactions only.
- The only time that the personal resources of the proprietor affect the accounting records of the business is when the proprietor (Boss) introduces money (Initial or Added capital) into the business or takes out money from the business (drawings).

Scenario:

1. Mr. Tyson Tonto, the owner of T.T & Sons, a wholesale shop in Kampala's Downtown (Kikubo), has appointed you to be the Assistant Accountant in his business. He has authorised you to issue a cheque worth 2 million shillings from the business bank account, for the payment of College tuition fees for Amarios Tonto Junior who has recently joined the University.
2. This morning, Mrs. Bond Tonto gave her husband, Mr. Tyson Tonto, Shs. 200,000/- for toys for their youngest son, Squadron Tonto. Mr. Tonto has smilingly informed you !!
3. Yesterday Mrs. Bond Tonto visited their wholesale shop and picked household goods worth Shs 150,000/- and Mr. Tonto has advised you to write off those goods since they were not sold to any customer.
4. Early this Month, Mr. Tyson Tonto managed to negotiate for a 3 year loan of Shs 25 million from his personal bankers and has acquired a Corona saloon car worth Shs 8 million for himself and a Van worth Shs.13 million for the business. He is not willing to talk to you about the balance.
5. Mr. Tyson Tonto took pack of Ug Waragi from his shop paying cash Shs 40,000

Required: Comment about the above transactions.

iv) Realisation Concept

This concept recognises that profits can only be taken into account when actual earning has occurred. The Normal criteria observed include:

1. Goods or services are provided/delivered to the buyer.
2. Buyer accepts liability to pay for goods or services
3. The monetary value of the goods or services has been established

4. The buyer will be able to pay for the goods - i.e. the buyer is not bankrupt!!

Earning is neither that time when the order is received from the customer nor that time when the goods are finally paid for.

Earning occurs when a sale deal is assumed sealed - above criteria.

Consequently, profits are recognised in our Books of accounts when realised or earned.

v) Materiality concept

It recognises that only material items should appear in the financial statements.

Items are material transactions, if their omission or misstatement would affect the impact of financial statements, i.e. if a material transaction is omitted or misstated, the users take a different decision than they would have made without this omission or misstatement.

An error which is too trivial to affect anyone's understanding of accounting reports is referred to as immaterial.

However, small (trivial) transactions may be lumped up together with other trivial but similar items.

Likewise some transactions may be fairly estimated if immaterial and especially when the effort (time and labour) is not cost effective

Scenario

Is it worth establishing exact number of pens or sheets of duplicating paper that have been consumed by the finance department for the month of June ?

If the answer is YES, then we need to visit all the desk in the finance department in order to establish the balances of unused pens and paper !!

If the answer is NO, then we may assume that pens and sheets of duplicating paper already issued to finance department are already used up. After all they will be used up anyway !!

vi) Dual (Double entry) concept

For every business transaction that occurs there are two accounting records to be passed.

First entry - to be debited in an account A.

Second entry - to be credited in a another account B.

Both debit and credit entries to be equal in value (amounts in shillings or other currency)

- This dual concept emphasises the fact that a business enterprise owns assets and owes liability (to the owner and lenders).
- The assets are therefore funded by the owner and /or lenders
 $A = C + L$

Note: In accounting it is not the number of debit entries or credit entries that matters, but it is the total of debit entries that should be equal to the total of credit

entries.

vii) Accruals (matching) concept

It states that in computing the profit, revenue earned must be matched against the expenditure incurred in earning it.

Furthermore, Revenues are recognised in the accounts when they are earned regardless of whether these incomes are received or not yet received (these Debtors).

Likewise costs and expenses are recognised in the accounts when they are incurred, whether these costs/expenses are already paid or outstanding (i.e. creditors and accruals).

Therefore, net profit is the difference between revenues and expenses

Net Profit = Revenue - Expenses i.e the sales and other revenues to be recognised for the year ended 31st December 2001 will be compared with all the costs and expenses for the year ended 31 December 2001, this way we shall derive the Net Profit of the year 2001.

viii) Going concern concept

The Going concern concepts implies that the business will continue in operational existence for the foreseeable future, and that there is NO intention to put the company into liquidation or to make drastic cutbacks to the scale of operations.

For the continuously operating business, the main importance of the Going Concern Concept is that assets of the business should NOT be valued at their "Break-up" or "Piece-meal" or "Net separable value" - which is the amount the business would sell for if the assets were to be sold off one by one.

If the Business is a Going Concern then the business will be valued as a whole, such that both the tangible assets e.g furniture and intangible assets e.g. Goodwill, may be included.

ix) Prudence Concept

It states that, where alternative procedures or alternative valuations are possible, the one selected should be the one which gives the most cautions presentation of the business's financial position or results. For example :-

- Assume that you are a fisherman who has made a Good catch of fish for the day, but you find yourself left with half of your catch by the end of your working day. Imagine the value of your closing stock !!

- Alternatively assume you are in textile business and you recently went to Dubai and Hong Kong, coming back with 10 pieces of dresses each costing Shs100,000.

You have already sold the 10 pieces at shs 150,000 each but 8 of them on credit and your customers have not yet paid up !! Out of past experience 10% of debtors never pay you. What is your Debtors' figure in the Balance Sheet ?

- Likewise, assume you have bought

CONTROL ACCOUNTS

When a company carries out many transactions, it will have a lot of accounts records to keep. It will also follow that due to the voluminous nature of the accounts work, many errors and omissions may go undetected by the Trial Balance.

Therefore, companies with large volumes of accounts data to keep are advised to maintain a control account for each of the ledgers. Only those ledgers whose control accounts do not balance are the ones which will need a detailed check to identify the errors.

Format of the control accounts

Total of the opening balances	X	
Add: Total entries which increase the control account		X
Less: Total entries which Decrease the control account		(X)
Overall new total (Closing balance of Control account)	X X	

Advantages of the Control accounts

1. Locating or detection of errors
2. Normally under a responsible / senior official therefore fraud is prevented
3. Management can extract control accounts' balances of debtors and creditors faster i.e. before the Junior officer derives the accurate balances from the Sales ledger (debtors book), the Sales ledger control account may be used.

- a) A new clerk takes over responsibility for some of the sales records on 1 January 20x2. The summary figures he receives from his predecessor are as follows (at 1 January 20x2):

	Shs'000
Sales ledger control account	10,000
Sales ledgers: total of debit balances	10,483
Sales ledgers: total of credit balances	497

At 31 December 20x2, after his first year of responsibility the clerk arrives at the following summary figures:

	Shs'000
Sales ledger control account	16,600
Sales ledgers: total of debit balances	15,547
Sales ledgers: total of credit balances	551

On investigation you find the following facts, all of which relate to between 1 January 20x2 and 31 December 20x2:

- i) June sales total was added as Shs 9,876,000 when it should have been correctly added as Shs8,967,000.
- ii) A sales invoice which should have been charged to A's ledger account with an amount of Shs 642,000 had actually been charged to B's ledger account with an amount of Shs426,000.

- iii) A credit note for customer D of Shs 123,000 had been incorrectly treated as a sales invoice in her ledger account. (Customer D's account had a large debit balance at 31 December 20x2).
- iv) Contra entries of Shs 800,000 correctly entered in the separate ledger accounts, had been omitted from the control accounts.
- v) Cash discounts given of Shs 74,000 have been completely ignored by the clerk.

Required

- i) Calculate, with necessary workings, the adjusted figures at 31 December 20x2 for sales ledger control account, total of sales ledger debit balances and total of sales ledger credit balances.
- ii) Produce a clear statement of the net amount of the remaining errors which the clerk appears to have made during the year 20x2 which have not yet been discovered.

Not for Profit Organisations (Clubs & Societies)

This are concerns whose intention is NOT to make profits but to provide vital services and facilities to the society (members of the general public). Their main intention is to improve the general welfare of society.

Examples may include :- UNICEF, UNDP, UWESO, SOS-Kakiri, Red Cross Society, CARE International, The Church of Uganda, Uganda Golf Union, FUFA, The Scouts clubs, ICPAU, ACCA, The Makerere Guild e.t.c

Upon critically analysing these examples, it is evident that although some of the above generate income, all the above clubs and Societies are Not set up to make any profits but to cater for you and me such that we may have better lives by providing health facilities, education facilities, social enmities, provide shelter to the poor, poverty eradication programmes and so on.

Accounting details will be recorded in the following :

1. **Receipts and Payments book** – will record all monies received and paid ut on behalf of the organisation. It is the *Cashbook* (if it is properly maintained). *Note : the balance may be given or you may have to extract by comparing the receipts against the payments made; the balance may be either a debit or credit (overdraft) balance.* The Receipts side (DR) Payments book may show donations received, proceeds from ticket sales, rent received, membership fees received, etc. The Payments side may show rent paid, donations paid, purchases actually paid, other expenses paid, Fixed assets acquired etc.
2. **Bar trading account** – this will show any profit or loss made out of the canteen, restaurant, bar etc . Some organisations may run bars or canteens as income generating activities, therefore it is vital to anlyse these operations to ascertain whether these canteens or bars are self sustaining or not.

Bar trading account

Bar Sales (Bar takings) X

Opening stock (bar)	X
Bar purchases	X
Closing stock	(X)
Cost of Sales	(X)
Bar gross profit	XX
less: Bar expenses	
Bar man's salary	X
Bar rental	X
Bar depreciation	X
Net profit on Bar operations	XX

Note : The net profit from the bar is an income if a profit and an expense if a deficit, to be reflected in the Income and Expenditure account.

3. **Subscriptions accounts** - since most of these organisations are funded by members, it proper to record the details of the membership fees received, fees in arrears (unreceived but due), fees in advance (received but not yet due), and the fees actually recognisable as Income for a particular period

The Annual Subscription account

DEBIT SIDE	Shs	CREDIT SIDE	Shs
Balance B/f - Arrears Subscriptions	X	Balance B/F - Advance subscriptions	X
Subscriptions earned (I&E a/c)	X	Subscriptions received (see Receipts side)	X
Balance C/f - Advance Subscriptions	X	Balance C/F - Arrears subscriptions	X
TOTALS	XX	TOTALS	XX
Balance B/f - Arrears Subscriptions	X	Balance B/F - Advance subscriptions	X

Note : The common/ prudent practice for the NPOs is to ignore the Subscription in arrears since they may not take any action even when a member refuses to pay, but the EXAMINERS normally require recognition of the subscriptions in arrears.

The Life membership account

Some of the members may decide to make one lump sum payment to the organisation, in respect of their subscriptions such that no more subscription fees are due from these members. The organisation may then set a policy of recognising that life membership fees over the remaining life span of the member, who has paid the life membership.

Note: follow the scheme given by the examiner

The Accumulated Fund B/F

Often the examiners leaves you with the burden of establishing the accumulated fund available at the beginning of the accounting period.

Technique to follow:

Accumulated fund = Fixed assets + Current assets - Current and long term liabilities

4. **Income and Expenditure account** – although these organisations are Not making profits, they earn income and also make payments in line with their objectives. Therefore we need to check on whether the organisation generate enough incomes to cater for the expenses it incurred in a a certain period or not. This is the equivalent to the trading, profit and loss account for the trading concerns and it is prepared it is prepared on *accruals basis*

Format of the Income and Expenditure account

The Raretes Golf club

Income and Expenditure account for the year ended 31st December 2002

Incomes	Shs	
Donations earned (small) X		
Subscriptions earned (from the subscriptions accounts)	X	
Net Profits from the Bar operations	X	
Surpluses on special fund raising activities e.g Dinner dances, tournaments, speeches	X	X
Other “revenue” incomes	X	
<i>Total incomes XXa</i>		
Expenditure		
Donations offered	X	
Rent for the year	X	
Office Depreciation, exclude bar depreciation	X	
Telephone & postage		X
Office salaries		X
Other office expenses (revenue)	X	
<i>Total expenses XXb)</i>		
SURPLUS OR DEFICIT (to be added to the Balance sheet figures)		XX a-b

5. **Balance Sheet** – to show the Assets, Accumulated Fund and Liabilities.

The balance sheet of the non profit making organisations is similar t that of the trading concerns with the **EXCEPTION of the Capital and reserves part.**

The NPOs maintain an Accumulated Fund account instead of a Capital account.

Format of the Balance Sheet

The Raretes Golf club

Balance Sheet as at 31st December 2002

	Cost	Depreciation	Net Book Value
	Shs'millions	Shs'millions	Shs'millions
Fixed assets			
Equipment	400	130	270
Vehicles	220	100	120
	620	230	390
Current assets			
Stocks(bar + others)		60	

Subscriptions in arrears		30	
Prepayments		25	
Cash balances		95	
Total Current assets			210
Total Assets Employed			600
Financed by:			
Accumulated Fund B/F		310	
Add: Surplus for the year		105	
Add: Donations (Big)		90	
Accumulated Fund C/F			505
Life Membership a/c			55
Current Liabilities			
Subscriptions in advance		17	
Trade creditors-bar purchase		13	
Accruals		10	
Total Current Liabilities			40
Total Funds Employed			600

Activity / Example

The following is a summary of the receipts and payments of Bitakuli Members' club during the year ended 31st July 2002

Receipts	Shs'000	Payments	Shs'000
Cash & bank balances b/f	210	Secretarial expenses	163
Competition tickets	437	Rent	1,402
Members' subscriptions	1,987	Speakers' expenses	1,275
Donations	177	Donations to charities	35
Refund of rent	500	Prizes for competitions	179

The following valuations are also available as at :

	31 st July 2001	31 st July 2002
	Shs'000	Shs'000
Equipment (original cost)	975	780
Subscriptions in arrears	65	85
Subscriptions in advance	10	37
Owing to suppliers of prizes	58	68
Stocks of prizes	38	46

Required:

Prepare the Income and Expenditure account for the Club and a Balance Sheet as at 31st July 2002.

(show the subscriptions account and the prizes account at a minimum)

STOCKS AND IAS 2

Stocks are the items which an organisation holds in its stores or premises either for Re-sale or for usage (consumption within business as stationery, raw materials).

Types of Stocks include:-

Stocks of Raw materials, which will be used for the manufacturing of Products,

Stocks of Work -in-progress, which will comprise the incomplete/ unfinished /half -made products,

Stocks of Finished goods, which are readily available for either sale or usage and

Stocks Consumable stores (e.g stationery, lubricants, fuel, cleaning materials, spare parts e.t.c).

Stock Taking Activity

Normally organisations carry out the Stock taking activity, to establish the physical quantities of stocks, attach a value and therefore establish their STOCK VALUATION for the Balance Sheet purposes.

Stock taking may be carried out at the end of an Accounting period or during the Accounting period.

The Storekeeper is the custodian of stocks and the main responsibilities include

- keeping all the organisation's stocks safe i.e against theft, damages and other foreseeable dangers
- properly maintaining the stores, such that it has all the relevant favourable conditions to the stocks being maintained there e.g the storage for Fish require a good refrigeration system whereas the storage of Cement requires a dry store.
- Properly maintaining the stores records especially the quantities i.e Stock bin cards should be accurately updated.

Key documents include Goods Received Note, Sales invoice, Loading orders, Purchase orders, Delivery notes to mention but a few.

Continuous stock taking**Perpetual stock taking****Cost or Net realisable value**

IAS 2 recommends that:-

Stocks should be valued at either the Cost or Net Realisable Value but whichever is LOWER. This ensures that the Prudence concept is upheld.

Tutorial note :

- (i) this test is carried out on each category of stocks to ensure that this principle is respected. Damaged stocks, obsolete stocks, and slow moving stocks are normally adjusted to either cost or net realisable value whichever is lower.
- (ii) cost implies the historical cost, which will include all costs incurred to have the stocks in their present location and conditions

- (iii) Net Realisable value is the **Selling price** less the **related sales costs/related modification costs**, necessary for the sale to occur

Activity/Example

Tarjan Limited had stocks worth Shs.94,390,000/- as at 31st August 2002, its year end. During the stock taking exercise it was observed that several items which had cost a total of Shs.12,750,000/- had been damaged. The Production Manager has arranged for these to be repaired at a cost of Shs.1,400,000/- and the Sales Manager has confirmed a Sales order with one of the customers, who has agreed to pay Shs.13,150,000/- for these damaged goods provided they have been duly repaired and delivered to the Customer's premises. The delivery costs for this sale is estimated to be Shs.200,000/-

Required:

Advise the Assistant Accountant on the stock figure to include in the Balance sheet as at 31st August 2002.

Solution:

Damaged stocks	Shs
At Selling price	13,150,000
Less: repair costs	(1,400,000)
Delivery costs	(200,000)
Net Realisable Value	11,550,000
At Cost	12,750,000

<i>Good stocks</i>	<i>Shs.</i>
Total cost of all stocks in the stores	94,390,000
Less: Damages at cost	(12,750,000)
Add: Damages at Net Realisable Value	11,550,000
Therefore the Cost to be included in the Balance sheet	93,190,000

Stock Valuation Methods

FIFO, LIFO and AVCO are the most common methods.

IAS 2 recommends Cost methods to be used for stock valuation purposes, and in particular FIFO and AVCO are preferred.

The following details relate to the purchase and issues of Material 22XA for the month of March 2002.

Date	Quantity Purchased	Price per Kilogram	Quantity Issued
01.03.2002	100	300	-
05.03.2002	200	400	-
07.03.2002	-	800	150
15.03.2002	400	450	-
20.03.2002	-	900	450
27.03.2002	100	500	-
31.03.2002	-	1000	50

Required: Establish the Stock Valuation using FIFO, LIFO and AVCO methods

a) **FIFO - First in, First out**

This method assumes that the first goods to be received are the first goods to be issued

Refer to the Activity/example about Material 22XA

Date	Quantity	Unit cost	Amount Shs.	Quantity	Unit cost	Amount Shs.	Quantity	Unit cost	Amount Shs.
01.03.	100	300	30,000	-	-	-	100	300	30,000
05.03.	200	400	80,000				100 200 300	300 400	30,000 80,000 110,000
07.03	-	-	-	100 50	300 400	30,000 20,000	150	400	60,000
15.03	400	450	180,000	-	-	-	150 400 550	400 450	60,000 180,000 240,000
20.03	-	-	-	150 300 450	400 450	60,000 135,000 195,000	Nil 100	450	45,000
27.03	100	500	50,000	-	-	-	100 100 200	450 500	45,000 50,000 95,000
31.03	-	-	-	50	450	22,500	50 100 150	450 500	22,500 50,000 72,500

b) **LIFO - Last in, Last out**

Goods which came in last are assumed to be issued out first i.e each issue of goods is made from the most recent consignment of goods received before the issue date, and where there is NOT enough left of the latest consignment, then the balance needed is issued from the next previous

Refer to the Activity/example about Material 22XA

Date		Receipts			Issues			Balance	
	Quantity	Unit cost	Amount Shs.	Quantity	Unit cost	Amount Shs.	Quantity	Unit cost	Amount Shs.
01.03.	100	300	30,000	-	-	-	100	300	30,000
05.03.	200	400	80,000				100 200 300	300 400	30,000 80,000 110,000
07.03	-	-	-	150	400	60,000	100 50 150	300 400	30,000 20,000 50,000
15.03	400	450	180,000	-	-	-	100 50 400 550	300 400 450	30,000 20,000 180,000 230,000
20.03	-	-	-	400 50 450	450 400	180,000 20,000 200,000	Nil 100	300	30,000
27.03	100	500	50,000	-	-	-	100 100 200	300 500	30,000 50,000 80,000
31.03	-	-	-	50	500	25,000	100 50 150	300 500	30,000 25,000 55,000

c) **AVCO - Weighted Average Cost**

With every new receipt (purchases) of goods made, the average cost for all the items in the stores is re-calculated.

Average cost is the **total cost of all the items** in the stores **divided** by the **total number of items** (quantity) in the stores.

Refer to the Activity/example about Material 22XA

Date		Receipts			Issues			Balance	
	Quantity	Unit cost	Amount Shs.	Quantity	Unit cost	Amount Shs.	Qty	Amount Shs.	Average Cost Shs.
01.03.	100	300	30,000	-	-	-	100	30,000	300
05.03.	200	400	80,000				100	30,000	

							0 20 0 30 0	80,000 110,000	366.67
07.03	-	-	-	150	366.66 7	55,000	15 0	55,000	366.67
15.03	400	450	180,000	-	-	-	15 0 40 0 55 0	55,000 180,000 235,000	427.27
20.03	-	-	-	450	427.27	192273	10 0	42,727	427.27
27.03	100	500	50,000	-	-	-	10 0 10 0 20 0	42,727 50,000 92,727	463.635
31.03	-	-	-	50	463.63 5	23,182	15 0	69,545	463.635

The effect of the stock method on the Gross profits may be analysed as follows:

Material 22XA

Trading Account per

		FIFO	AVCO	LIFO
		Shs.	Shs	Shs
Sales	(150*800) + (450*900) + (50*1000)	695,000	695,000	
	695,000			
Opening Stock		Nil	Nil	Nil
Purchases	(30,000+80,000+180,000+50,000)	340,000	340,000	
	340,000			
Less: Closing Stock		(72,500)	(69,545)	
	(55,000)			
Cost of Sales		267,500	270,455	
	285,000			
Gross Profits		427,500	424,545	
	410,000			

It can be noted from the above analysis, that profits may be affected by the Stock valuation method chosen.

Activity/ practice question 5.1

Master Outfits Ltd has been in business for the past 3 years, dealing in Suits. Their purchases and sales of goods have been as follows:

	Purchases	Sales
Year1 January	40 at 200,000/= each	November 50 at 325,000/= each
September	30 at 220,000/= each	
Year 2 February	20 at 230,000/= each	
May	10 at 245,000/= each	
October	34 at 250,000/= each	December 28 at 720,000/= each
Year 3 April	17 at 270,000/= each	
August	60 at 300,000/= each	September 62 at 825,000/= each

Required:

Calculate the Gross Profit for each of the three years using FIFO, LIFO and AVCO methods

Activity/ practice question 5.2

The results of a company's stocktaking at the financial year end were:

Item	Category	Cost (Shs.000)	Net Realisable Value
1	X	20	21
2	X	30	28
3	X	10	9
4	Y	70	73
5	Y	90	88
6	Y	100	102
7	Z	200	210
8	Z	250	240
9	Z	280	270

Required: Give the stock figure for Balance sheet purposes.

Activity

Megalot Ltd made the following purchases and sales of stock item C4321 during May 2002:

May 10th Purchased 3,000 units at Shs.6,000/= each

May 15th Sold 2,500 units at Shs.9,500/= each

May 17th Purchased 1,000 units at 6,650/= each

May 27th Sold 900 units at 9,750/= each

The opening stock was 250 Units at 5,500/= each

- Required:**
- Compute the gross profit using FIFO, LIFO and AVCO bases
 - Suppose that a physical check on item C4321 at end of May revealed 830 Units. What factors might account for the difference ?

What is the correct valuation for the following stock items

- 200 calculators invoiced at Shs 40,000/= each less 20% discount. The goods were delivered to the head office with a carriage charge of Shs 50,000/= for the consignment. Since purchase, the goods have been transported to a branch at a cost of Shs 56,000/=

and the calculators have been rust proofed at a cost of Shs 3,000/= each. The invoice from the supplier was paid less a settlement discount of 5%.

- (b) A Company's financial year ended 31st July 2002, which happened to be a Wednesday. It was not possible to take stock on that day, and stocktaking therefore took place on Saturday 3rd August 2002, when the stores were closed. The value at cost, of the raw material stock was Shs 9,320,600. However, during Thursday 1st and Friday 2nd August the following transactions occurred:

Raw materials costing	Shs.1,041,700 were received from suppliers
Raw materials costing	Shs.23,500 were returned to suppliers
Raw materials costing	Shs.899,100 were issued from the stores
Raw materials costing condition	Shs.54,600 were returned to the stores in good condition

Certain items included in the stocktaking valuation at a cost of Shs.783,200 were found to have a net realisable value of Shs.672,400. These items were not part of the four transactions occurring on 1st and 2nd August 2002.

Required

- (i) State the value of the company's stocks of raw materials as at 31st July 2002

Tutorial Note : Some of the factors affecting the stock valuation method include: - ignorance, convenience, custom (company policy), taxation, remuneration purposes, advice from Experts (Auditors), and lack of information.

PARTNERSHIP ACCOUNTS

A partnership is a relationship between people carrying on business in common (together), with the view of making a profit. A number of partners is normally a minimum of two people and a maximum of 20 people.

The liability of the individual partners is normally *unlimited*. Partnerships are normally run in accordance with their partnership agreements or deeds where applicable otherwise the *Partnership Act 1890* applies.

Partnership Deed

This is a written (*formal*) agreement among the partners regarding terms and conditions of the partnership business. Provisions normally include:

- The profit sharing ratio (PSR)
- The rates of the interests applicable on the Partners' capital or Partners' drawing (if any).
- The salaries payable to each Partner (if any).
- Goodwill valuation in the case of changes in Partnership.
- Other necessary and obvious provisions may include:
 - . Name of the Partnership
 - . The Location of the business
 - . Type of business to deal in, etc...

The Partners' Capital Accounts ("Fixed" Capital A/cs)

Partners contribute money to set up and run a business. These monies are recorded in the "Fixed" Capital A/cs

DR	Cashbooks or Asset account (e.g. car)	X
	CR Capital Account	X

Being money introduced into the business.

This capital account is a fixed (constant) account whose balances do not change with changes in day to day financial positions. These capital balances may only change in the case of changes within the partnership, i.e.

- Introduction of a new partner
- Retirement of the partner (or death)
- Revaluation of a partnership.

Dr		Partners' Capital Account		CR	
Details	A	B	Details	A	B
Balance c/d	x	x	Balance B/f	x	x
	xx	Xx		xx	xx
			Balance b/f	x	x

Partners' Current Accounts

These are accounts in which day to day transactions affecting the partners would be recorded e.g. drawings, salaries, interest and capital balances, profits attributed to individual partners, etc..

Dr		Partners' Current Account			
	A	B		A	B
Drawings	x	x	Balance b/d	x	x
			Appropriation/Profit a/c	x	x
			Appropriation/salary a/c	x	x
			Appropriation/Interest on capital Account	x	x
	xx	Xx		xx	xx
			Balance b/f	x	x

Profit and Loss Sharing Ratio

These are normally stated in the Partnership deed and are usually based on the initial capital contribution or based on the individual partner's ability to solicit business (Clients) or manage the Partnership.

Partners' Drawings

Sometimes partners are entitled to withdraw some money from the partnership for their personal use. Partners may be required to pay interest on these drawings (to discourage them from making unnecessary withdrawals). Remember drawings directly reduce on Capital.

Interest on Capital

Some Partnership in their agreements provide that payments be made for interest on Partners' capital contributions. Partners with big capital balances end up earning interest on capital, as an incentive for partners to increase or maintain their capital (investment monies) within the partnership. *Interest on capital is not an expense to the partnership but a profit to the partners.* Normally charged on the opening capital balances of the partners.

Partners salaries

A partner may be responsible to perform some extra duties within the running of the business. Some partners are grossly involved in the day -to -day management of the business. As per the partnership deed such partners may be entitled to salaries.

A partner's salary is not a partnership expenses but it is part of the profit appropriations.

Appropriation of the Profit

The Appropriation A/c is prepared to divide the partnership profit or loss among the partners as specified in the Partnership Deed. The profits made by the partnership may be shared by the partners in the form of salaries, interest on capital and the remainder (residual) profits.

Accounting entries in relation to appropriation of profits may be as follows:

1. Net profit made during accounting period
DR Profit and Loss Account X
CR Appropriation Account X

2. Partners salaries
DR Appropriation Account X
CR Current Account X

Note: If these salaries have already been paid to the partners, then the cash A/c has been credited and drawing A/c has already been debited therefore:

DR Appropriation Account X
CR Drawings Account X

3. Interest on Capital
DR Appropriation Account
CR Current Account

4. Interest on drawings
DR Current Account
CR Appropriation Account

5. Share of Profit (remainder)

DR Appropriation Account
CR Current Account
Share of Loss
DR Current Account
CR Appropriation Account
Drawings
DR Current Account
CR Drawings Account for each partners.

N.B. The Trading Profit and Loss Account of a sole trader and a Partnership are similar, except for this appropriation (sharing) of profits.

Guaranteed Minimum Profit
Debit balance on current account

Some times the partners overdraw their current account by taking home more money than their profits that are due to them in a certain accounting period. In this case, there will be a debit balance in the current account of that partner i.e. the partner owes the business money.

If the business is still a going concern, this debit balance will be adjusted against the subsequent year's profits.

Partnerships and Goodwill

Goodwill means the reputation of the business. It is an intangible asset arising from the business' ability to make more profit as compared to other firms in the same trade and with the same assets.

This earning ability may be influenced by:

- Location of the business
- Good performance of the business (operational performance) i.e. the firm deliver well.
- Employment of high calibre staff (qualified experience, high integrity)
- Good management skills
- Broadly basic clients

The value of the partnership may be presented in the financial statements (Balance sheet statement will reflect the total assets owned by the business).

However, these assets will be based on the past recorded transactions. If the firm can yield/ can be valued at a higher amount that its balance sheet asset figures, the difference is positive Goodwill.

Goodwill is the difference between the value of the entire business as a going concern and the value of its net separable assets.

Accounting Treatment of Loans in a Partnership

When a partner gives a loan within a partnership, they become creditors. Upon receiving the loan (in cash or cheque form) debit cash book, credit Loan account, being the loan liability).

DR Cash Book
CR Loan Account

Being the recognition of the loan.

In the balance sheet, this will be shown as either a current liability (if payable within the next 12 months or a long term liability if repayable after the next 12 months).

Upon calculation of interest as per the partnership deed, interest on loan (from partners) will be recorded as follows:

DR Profit and Loss Account (Interest Account)
CR Current Account

Interest on loans offered by the partners is an expense to the partnership and not on appropriations of Profits.

Tutorial Note:

If there is no partnership deed, the partnership Act 1890 applies i.e. interest will be awarded at 5% per annum on the loans by the partners to the business,

Basic steps of sharing out Partners' Profits

- a) Establish the Net Profit for the period.
- b) Appropriate profits as Interest on Capital, as salaries of the partners
DR Appropriation Account
CR Partners' Current Account
- c) If the partners agreed to pay interest on drawings, calculate the interest on drawings due from each partner.
DR Current Account
CR Appropriation Account
- d) As for the residual profits (net profit + Interest on Drawings - Interest on Capital - Partners salaries) share out in accordance with the Partners' Profit sharing ratio.

DR Appropriation Account
CR current Account

In case of a resultant loss,
DR current Account
CR Appropriation Account.

For drawings,
DR Current Account
DR Drawings Account

Retirement or Death of a Partner

Changes in a partnership automatically dictate preparation of a new partnership deed. This is due to the fact that wherever changes occur, **legally** the partnership dissolves and a new one is formed.

Therefore when a partner leaves the firm, his share of assets is calculated and transferred to him (or the representative). During these calculations assets are re-valued, liabilities are established, goodwill may be ascertained, etc..

REVALUATION

This involves the comparison of the market values of the assets and liabilities, with their net book values in the existing books of Accounts.

- a) If the assets; Net Book Value NBV is higher than the new value (possibly market value), then there is a loss on revaluation i.e. asset valued at lower than NBV.
DR Revaluation Account
CR Assets Accounts
Being a loss on revaluation.
- b) If the asset is valued at higher than NBV,
DR Asset Account
CR Revaluation Account
Being Profit of revaluation.

Upon establishing the overall balance on the revaluation Account (Credit balance = Profit, Dr. Balance = loss).

- i) Credit balance = Profit
DR Revaluation Account
CR Partners' Capital Account using profit sharing ratios.
Being partners' share of profits on revaluation
- ii) Debit balance = Loss
DR Capital Accounts of partners
CR Revaluation Account
Being partners' share of loss on revaluation.

GOODWILL

The excess of the price paid for the business over the market value of its individual assets and liabilities.

N.B. The value of goodwill may be given by the examiner or you may be given the scheme of calculation to follow.

Treatment of Goodwill in the Accounts

A business may choose to:

- i) Write off goodwill immediately. In this case goodwill never appears in the balance sheet. This is normal treatment for the non-purchased goodwill, i.e. such as for the partnership. Upon establishing the value of goodwill, the following entries will be passed.

First entries DR Goodwill accounts using (old profit sharing ratio)
CR Partners' Capital Accounts only with old/existing partners are affected.

Second set of entries DR Partners' Capital Account (the new/existing partners affected.
Using new profit sharing ratio)
Dr Goodwill Account

A, B and C are in partnership, sharing profits equally, C is retiring and Goodwill has been agreed at £30,000. Their capital accounts have £70,000, £45,000 and £56,000 respectively. Their current accounts have £15,000, £24,000 and £4,000 DR. respectively. A and B will contribute share profits equally.

Required: Present Goodwill, Capital and current Accounts.

GOODWILL ACCOUNT

Balance b/f	30,000	Capital	30,000
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CAPITAL ACCOUNT

	A	B	C		A	B	C
Goodwill	15,000	15,000	-	Balance	70,000	45,000	56,000
				b/f			
				Goodwill	10,000	10,000	10,000

CURRENT ACCOUNT

	A	B	C		A	B	C
			4,000		15,000	24,000	

- ii) Write off goodwill over a period of years (i.e. amortised [depreciation] goodwill). This treatment assumes that goodwill has a definite or limited useful life and therefore it will be offset (charged) against profits.

Normal treatment for purchased goodwill. This goodwill appears in the balance sheet, and the amortised/ depreciated amount in ma certain period will appear in the Profit and Loss Account.

- iii) Retain the goodwill in the books of Accounts (on assumption that the reputation of the business is continuously improving).

ADMISSION OF PARTNERS

When a new partner is joining the firm:

- i) The old existing partners will be interested in ensuring that they receive all their share of the profits already earned.
- ii) The new partner will be interested in making sure that he does not suffer a share of any previously incurred losses. Therefore it is necessary to ascertain the networth of the existing partners (including Goodwill shares) and sometimes involving the revaluation of assets and liabilities.

Note: The total additional capital introduced by the new partner will be recorded as follows:

DR Assets Account (cash book/ car etc.)
CR New partner's Capital Account.

Value of goodwill as the ;partnership admits a new partner.

First

DR Goodwill Account
CR Partners' Capital Account
(Use old P.S. Ratiuo)

Second

DR All the partners' Capital Accounts
CR The goodwill Account
(Use new P.S. Ratilo)

Example

Scap, Iron and Ore are partners in a scrap metal business, sharing profits in a ratio 5:3:2 respectively. Their capital and current accounts balances on 1 January 19x2 were as follows;

	Capital Account	Current Account
Scrap	24,000	2,000
Iron	18,000	(1,000)
Ore	13,000	1,500

Interest at 10% per annum is given on the fixed capitals and salaries of £8,000 per annum are credited to iron and Ore. Expansion of the business was hindered by lack of working capital. So Scrap made a personal loan of £20,000 on 1 July 19x2. The loan was to be repaid in full on 30

June 19x5 and loan interest at a rate of 15% per annum was to be credited to Scrap's account every full year. The partnership profit (before charging loan interest) for the year ending 31 December 19x2 was £63,000 and the partners had made drawings of:

Scrap £16,000; Iron £16,500; Ore £19,000 during the year.

Required:

Prepare the Trading, Profit and Loss Appropriation Account, the Partners' Capital and Current Accounts, and the partnership Balance Sheet, in respect of the year ended 31 December 19x2.

Non Profit Making Organisations (Clubs & Societies)

This are concerns whose intention is NOT to make profits but to provide vital services and facilities to the society (members of the general public). Their main intention is to improve the general welfare of society.

Examples may include :- UNICEF, UNDP, UWESO, SOS-Kakiri, Red Cross Society, CARE International, The Church of Uganda, Uganda Golf Union, FUFA, The Scouts clubs, ICPAU, ACCA, The Makerere Guild e.t.c

Upon critically analysing these examples, it is evident that although some of the above generate income, all the above clubs and Societies are Not set up to make any profits but to cater for you and me such that we may have better lives by providing health facilities, education facilities, social facilities, provide shelter to the poor, poverty eradication programmes and so on.

Accounting details will be recorded in the following :

6. **Receipts and Payments book** – will record all monies received and paid out on behalf of the organisation. It is the *Cashbook* (if it is properly maintained). *Note : the balance may be given or you may have to extract by comparing the receipts against the payments made; the balance may be either a debit or credit (overdraft) balance.* The Receipts side (DR) Payments book may show donations received, proceeds from ticket sales, rent received, membership fees received, etc. The Payments side may show rent paid, donations paid, purchases actually paid, other expenses paid, Fixed assets acquired etc.

7. **Bar trading account** – this will show any profit or loss made out of the canteen, restaurant, bar etc . Some organisations may run bars or canteens as income generating activities, therefore it is vital to analyse these operations to ascertain whether these canteens or bars are self sustaining or not.

Bar trading account

Bar Sales (Bar takings)	X	
Opening stock (bar)	X	
Bar purchases	X	
Closing stock	(X)	
Cost of Sales	(X)	
Bar gross profit		XX

less: Bar expenses	
Bar man's salary	X
Bar rental	X
Bar depreciation	X
Net profit on Bar operations	XX

Note : The net profit from the bar is an income if a profit and an expense if a deficit, to be reflected in the Income and Expenditure account.

8. **Subscriptions accounts** – since most of these organisations are funded by members, it proper to record the details of the membership fees received, fees in arrears (unreceived but due), fees in advance (received but not yet due), and the fees actually recognisable as Income for a particular period

The Annual Subscription account

DEBIT SIDE	Shs	CREDIT SIDE	Shs
Balance B/f - Arrears Subscriptions	X	Balance B/F - Advance subscriptions	X
Subscriptions earned (I&E a/c)	X	Subscriptions received (see Receipts side)	X
Balance C/f - Advance Subscriptions	X	Balance C/F - Arrears subscriptions	X
TOTALS	XX	TOTALS	XX
Balance B/f - Arrears Subscriptions	X	Balance B/F - Advance subscriptions	X

Note : **The common/ prudent practice for the NPOs is to ignore the Subscription in arrears since they may not take any action even when a member refuses to pay, however the EXAMINERS normally require recognition of the subscriptions in arrears.**

The Life membership account

Some of the members may decide to make one lump sum payment to the organisation, in respect of their subscriptions such that no more subscription fees are due from these members. The organisation may then set a policy of recognising that life membership fees over the remaining life span of the member, who has paid the life membership.

Note: follow the scheme given by the examiner

The Accumulated Fund B/F

Often the examiners leaves you with the burden of establishing the accumulated fund available at the beginning of the accounting period.

Technique to follow:

Accumulated fund = Fixed assets + Current assets - Current and long term liabilities

9. **Income and Expenditure account** – although these organisations are Not making profits, they earn income and also make payments in line with their objectives. Therefore we need to check on whether the organisation generate enough incomes to cater for the expenses it incurred in a a certain period or not. This is the equivalent to the trading, profit and loss account for the trading concerns and it is prepared it is prepared on *accruals basis*

Format of the Income and Expenditure account

The Raretes Golf club

Income and Expenditure account for the year ended 31st December 2002

	<i>Shs</i>	
Incomes		
Donations earned (small) X		
Subscriptions earned (from the subscriptions accounts)	X	
Net Profits from the Bar operations	X	
Surpluses on special fund raising activities e.g Dinner dance, tournament, speeches	X	X
Other "revenue" incomes	X	
<i>Total incomes XXa</i>		
Expenditure		
Donations offered	X	
Rent for the year	X	
Office Depreciation, exclude bar depreciation	X	
Telephone & postage		X
Office salaries		X
Other office expenses (revenue)	X	
<i>Total expenses XXb</i>		
SURPLUS OR DEFICIT (to be added to the Balance sheet figures)		XX a-
b		

10. **Balance Sheet** – to show the Assets, Accumulated Fund and Liabilities.

The balance sheet of the non profit making organisations is similar t that of the trading concerns with the **EXCEPTION of the Capital and reserves part.**

The NPOs maintain an Accumulated Fund account instead of a Capital account.

Format of the Balance Sheet

The Raretes Golf club

Balance Sheet as at 31st December 2002

	Cost	Depreciation	Net Book Value
	Shs'millions	Shs'millions	Shs'millions
Fixed assets			
Equipment	400	130	270
Vehicles	220	100	120
	620	230	390
Current assets			
Stocks(bar + others)		60	
Subscriptions in arrears		30	
Prepayments		25	
Cash balances		95	
Total Current assets			210
Total Assets Employed			600
Financed by:			
Accumulated Fund B/F		310	
Add: Surplus for the year		105	

Add: Donations (Big)		90	
Accumulated Fund C/F			505
Life Membership a/c			55
Current Liabilities			
Subscriptions in advance		17	
Trade creditors-bar purchase		13	
Accruals		10	
Total Current Liabilities			40
Total Funds Employed			600

Activity / Example

The following is a summary of the receipts and payments of Bitakuli Members' club during the year ended 31st July 2002

Receipts	Shs'000	Payments	Shs'000
Cash & bank balances b/f	210	Secretarial expenses	163
Competition tickets	437	Rent	1,402
Members' subscriptions	1,987	Speakers' expenses	1,275
Donations	177	Donations to charities	35
Refund of rent	500	Prizes for competitions	179

The following valuations are also available as at :

	31 st July 2001	31 st July 2002
	Shs'000	Shs'000
Equipment (original cost)	975	780
Subscriptions in arrears	65	85
Subscriptions in advance	10	37
Owing to suppliers of prizes	58	68
Stocks of prizes	38	46

Required:

Prepare the Income and Expenditure account for the Club and a Balance Sheet as at 31st July 2002.

(show the subscriptions account and the prizes account at a minimum)

FINAL ACCOUNTS OF LIMITED COMPANIES:

Limited companies developed as a result of the need for owners not taking part in the management of the business. This is also coupled with the limitations of sole trade and partnership businesses.

A limited company is a legal person set up by law. A company once set up can sue or be sued in its own name.

The process of setting up a company is initiated by promoters, who draft the constitution of the company. The constitution consists of:

- Memorandum of association and
- Articles of association.

TYPES OF COMPANIES

Limited liability companies: In event that such a company fails to pay its debts, the members are only liable to the debts up to the amount of capital in form of shares they subscribed.

Private companies: These are companies;

- Whose membership is limited to a minimum of 2 and a maximum of 20,
- Whose shares are not easily transferable,
- That can not raise capital from the public.

Public companies: These are companies;

- Whose minimum membership is 7 with no maximum,
- Whose shares can be transferable and
- Which can invite members of the public to subscribe for shares.

Key definitions of capital:

- 1) **Authorised share capital:** This is the share capital that the company has been allowed to issue out to shareholders. It can also be referred to as registered or nominal capital.
- 2) **Issued share capital:** This refers to the total share capital actually issued to shareholders.
- 3) **Called up share capital:** This comprises that proportion of the issued share that the company directors have asked the shareholders to make payment for.
- 4) **Uncalled up share capital:** This is the proportion of the issued share capital which remains to be received in future.
- 5) **Paid up capital:** This is the total of the amount of share capital that has been paid for by the shareholders.

Types of shares

Shareholders of limited companies are entitled to rewards in form of dividends. The amount of dividends that each shareholder receives depends on the type of shares as follows:

Preference shareholders are entitled to a fixed percentage dividend and are supposed to receive it before any other shareholders receive anything. In the final accounts preference shares are stated as, say; 50,000 10% preference shares of shs. 1,000 each. This means that the total capital raised was;

Shs. 50,000,000 (50,000 shares x shs. 1,000)

and the dividend entitlement is;
 Shs. 5,000,000 (shs. 50,000000 x 10%)

Ordinary shareholders: These are also referred to as equity shareholders rank for dividend from the remainder of the total profits. It is worthy of mention that the remaining profits of the company belong to the ordinary shareholders. They can be stated as, say, 20,000 Ordinary shares of shs. 1,000 each. The dividend for ordinary shareholders is normally determined by directors mid way (interim) or at the end of the year (**final**).

The income statement

The income statement of a limited company is drawn up in the same as that of sole traders in all respects except for the following additional items;

- 1) In the profit and loss account other expenses are considered like;
 - Directors remuneration; This payment to directors is only found in company accounts.
 - Debenture interest; A debenture is used when money is borrowed by a company in form of a loan and a certificate is issued out to loan providers. The debenture attracts a %age interest.
 - Audit fees

- 2) Another addition is the appropriation account as shown below;

	shs.	Shs.
Profit before taxation		XXX
Less corporation tax		(XXX)
		XXX
Add retained profits b/f		XXX
Profit after taxation		XXX
Less	XXX	
General reserves		
Preference dividends	XXX	
Interim	XXX	
Final	XXX	
Ordinary dividend	XXX	XXX
Interim		XXX
Final		
Retained profits c/f		

The balance Sheet

The balance sheet would appear as follows;

	Shs.	Shs.	Shs.
Non current assets			
A			XXX
B			XXX
			XXX
Current assets			
Inventories		XXX	
Accounts receivables		XXX	
Cash at bank		XXX	
Cash in hand		XXX	
Prepayments		XXX	
Current liabilities	XXX		
	XXX		
Accounts payables	XXX		
Accrued expenses	XXX	(XXX)	XXX
Taxation			XXX
Debenture interest			
Proposed dividends		XXX	(XXX)
Working capital.		XXX	XXX
Long term liabilities			XXX
			XXX
Debentures			XXX
Other loans			XXX
Capital employed			XXX
Financed by:			
Ordinary shares			
Preference shares			
Retained profits			
c/f			
Reserves			

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3. "Taking Control of IT Costs". Nokes, Sebastian. London (Financial Times / Prentice Hall): March 20, 2000. ISBN 978-0-273-64943-4
4. Friedl, Gunther; Hans-Ulrich Kupper and Burkhard Pedell (2005). "Relevance Added: Combining ABC with German Cost Accounting". *Strategic Finance* (June): 56-61.
5. Sharman, Paul A. (2003). "Bring On German Cost Accounting". *Strategic Finance* (December): 2-9.
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Course Name	: Micro Economics Theory
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Course Description

This course deals with major economic models and theories, the behavior of market forces, main features of the Uganda economy, basic features of international economies as well as understanding Uganda monetary and financial system.

Course Objectives

- To strengthen the student's capacity in determining the market forces of demand and supply in their countries.
- To assist in providing basic economics knowledge for policy makers, government officials as well as people working in the private sector.
- To enable students make rational decisions in their own businesses/ organizations in terms of economic decisions.

Course content

Introduction to Micro Economic theory

- Definition & scope of Economics
- Basic principles of Economics
- The Production Possibility Curve (PPF)
- Its implication on development of an economy
- The concept of a market
- Types of markets
- Price determination in the market
- Types of prices

Demand theory

- Definition of demand function
- Law of demand
- Factors that influence demand for goods and services
- Market demand
- Derivation of the market demand curve
- Factors that influence a change in demand
- The slope of the demand curve

Supply theory

- Definition of supply
- Law of supply
- Factors that influence supply of goods and services
- The slope of the supply curve
- Change in quantity supplied Vs change in supply

Production theory

- Definition of production

- Levels/stage of production
- Types of production
- Examining different factors of production
- FOP and their relevance to national development

Theory of Costs

- Types of costs
- Short run costs of production
- Examining the relationship between TFC, TVC and TC
- Long run cost curves
- Derivation of the long run average cost curve

Economies of scale

- Internal economies of scale
- External economies of scale
- Internal diseconomies of scale
- External diseconomies of scale
- The product concept of the firm

Market structures

- Perfect competition
- Monopoly
- Monopolistic competition
- Oligopoly

Assessment

Course work 40%

Exams 60%

Total Mark 100%

DEFINING ECONOMICS

According to Robbins, "Economics is a Science which studies human behaviour as relationship between ends and scarce means which have alternative uses". When defining economics, the following should be noted.

1. Economics is a social science because it studies and predicts human behaviour.
2. Human wants are insatiable (endless). It is assumed that man is borne greedy and that all his wants can never be satisfied.
3. Man satisfies some of his wants by consuming (using) goods and services (commodities). These commodities are produced by using resources (factors or means of production), which are scarce.
4. Means or factors of production have alternative uses. Therefore man has to allocate them well to produce the maximum possible amount of commodities.
5. The economic problem arises when man tries to allocate the scarce resources to produce commodities that would satisfy his wants (ends) the more.

6. Time is also scarce in the production process. There are 24 hours in a day, which have to be allocated to different tasks.

THE SCOPE OF ECONOMICS

This refers to the limit to which economic problems can be discussed in addition to what is implied in the definition, the following should be noted about the scope of economics.

1. The subject matter of economics. This covers all aspects of economics activity namely. Production, exchange, consumption & distribution of commodities. Production involves the “creation” of goods and services. Exchange is the transfer of goods and services. Distribution concerns the division of goods and services among individuals and groups.
2. Economics is both an Art and science. As an art; Economics involves the utilisation of facts of science for practical purposes. As a science, economics is a systematized body of knowledge ascertainable by observation and experiment and it uses a scientific method to process theory.

A scientific method consists of 2 approaches;

- (a) Induction: This involves the use of observation, collection and organisation of facts about events to derive laws (theories) which can be tested.
 - (b) Deduction: This is where assumptions and conclusions about events are tested against actual events.
3. Economics is a positive & normative science. Positive economics is about what the world is, was or will be. It is about facts in real life. Normative economics is about what the world should be or would be or ought to be – normative economics depends on individual’s opinion. Economics disagree on most normative statements but agree on most positive statements.
 4. Economics is related to other social sciences. Other social sciences include political science; sociology psychology etc. problems in these sciences affect economic condition of any country.
 5. Economists get technical facts from natural science and engineering natural sciences like physics & chemistry can provide scientific facts, which can be used in economic analysis. However Economics and other social sciences differ from natural science because;
 - (a) Social sciences deal with the behaviour of man, which change over time with changes in economic social and political conditions.
 - (b) Experiment in social sciences cannot be controlled. E.g. When investigating the relationship between the price and quantity demanded of a commodity one can not control other factors like income tastes and preferences etc. which also affect demand in such a case it is assumed that other factors remain constant (*ceteris paribus*) while investigating economic phenomenon.

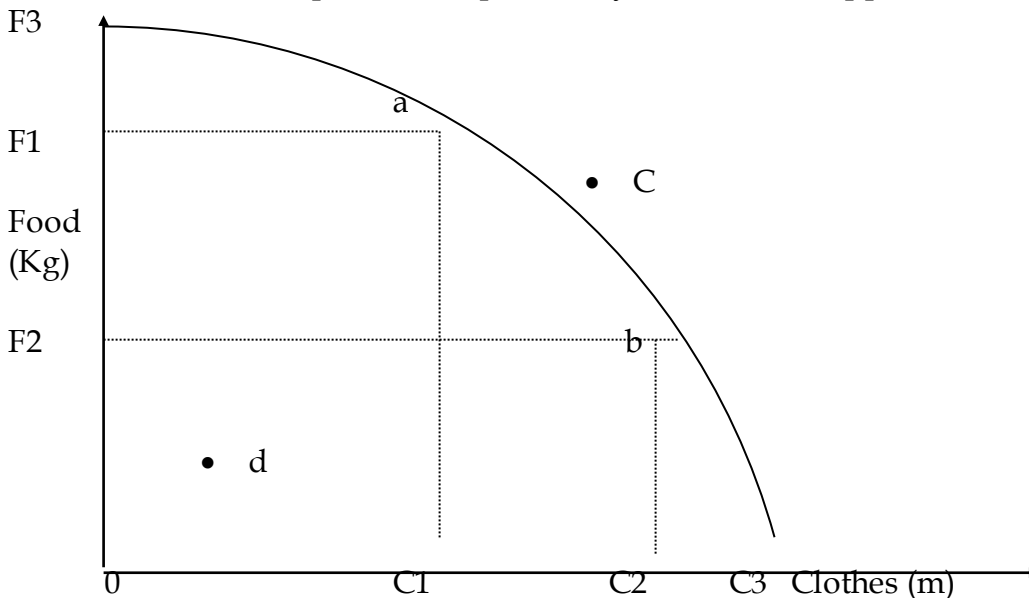
BASIC PRINCIPLES OF ECONOMICS

Basic principles of economics explain fundamental economic problems of man. These principles are:

1. **Scarcity:** Scarcity means that all commodities are relatively less than people's desires for them. This is because resources are not enough to produce all commodities that people want to consume. Scarce goods are called economic goods whereas those which exist in abundance are called free goods. Economists are mainly concerned with economic goods. However scarcity is a relative term, e.g. Gold is more scarce than sand because it has more demand than supply compared to sand.
2. **Choice:** Choice refers to the taking of the right decision. It arises because of scarcity, which requires one to find consumers to issues like what goods shall be produced? For whom shall be produced? How much shall be produced? Etc. If human beings were rational they would rank their wants in their order of preference (priorities) such that they would first satisfy the most pressing wants and end with the least pressing wants. Such a list of wants organised according to priorities is called the scale of preference.
3. **Opportunity cost:** It refers to the next alternatives foregone when choice is made. It also arises because of scarcity e.g. by buying a car, you can forego a house when resources are not enough to buy both. If the house is the next alternative on your scale of preference, the opportunity cost of having one car would be the number of houses that you forego (do without). This principle is illustrated on the opportunity cost curve or production possibility frontier (PPF).

THE PPF

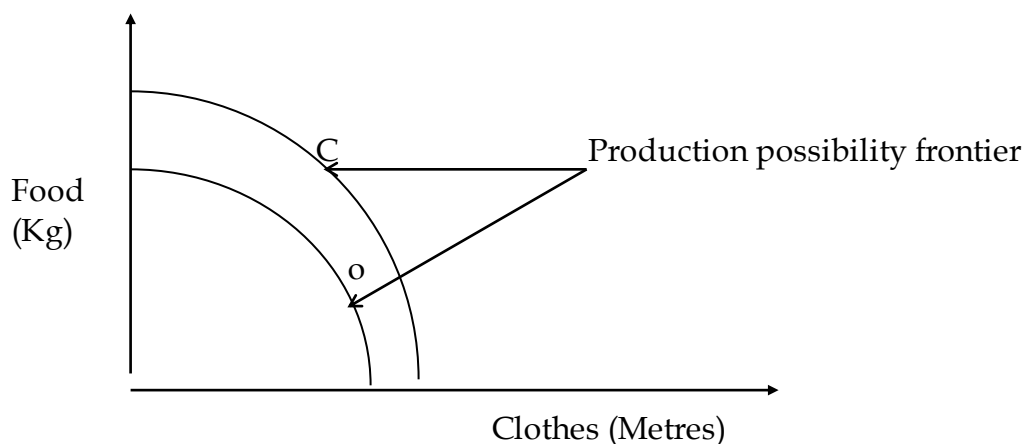
It is a locus of points showing the combinations of commodities that may be produced when all resources are fully utilised. E.g. assuming that a country utilises all its resources to produce clothes and food, the production possibility curve would appear as shown below.



The above figure shows that a country can produce either 0F3 Kg of food or 0c3 metres of clothes or various combinations of food and clothes.

The PPF illustrates the following:

1. Scarcity and choice: Resources are scarce because the country cannot produce beyond its production possibilities curve using the fixed resources. According to the above figure, to produce C_1 , C_2 more metres of cloth, we forego F_1 , F_2 kg of food. Hence there is a need to choose between the two and to assume questions; what to produce? How much of each commodity to produce?
2. Opportunity Cost: This is illustrated by a movement along the production possibility frontier. E.g. in the figure above, from a to b, to produce C_1 , C_2 more metres of cloth, we forego F_1 , F_2 kg of food. Therefore, the opportunity cost of producing C_1 C_2 extra metres of clothes is F_1 F_2 kg of food that we forego.
3. Efficiency in production: In figure above points on the curve (e.g. a and b) show efficient utilisation of available resources. Points inside the curve (e.g. d) shows that some resources are not utilised i.e. there is under employment or inefficiency. Points outside the curve (e.g. c) are not attainable using available resources.
4. Economic growth: This is illustrated by the shift of the production possibility frontier outwards (to the right as shown below).



The above figure indicates that there is an increase in resources and hence increase in commodities produced. This may be the result of discovering more resources e.g. minerals or importing more resources.

ECONOMIC THEORY

- (a) This involves presentation and analysis of small economic group or groups of individuals e.g. price of one commodity, SS & dd of one commodity, study of one firm etc.
- (b) Macro economics:- This deals with total or aggregate behaviour of all individuals in each economy. It looks at the economy as one functioning unit e.g. aggregate income, aggregate dd and SS, inflation, unemployment etc.

Obviously macro economics explanations are not necessarily separate from micro economic explanations e.g. the growth of the economy is most likely to have been affected by the allocation of investment funds across the various sectors of the economy; Unemployment will be affected by the decline and rise of individual industries, but the fundamental reason for a distinction being made is the notion that broad aggregates might behave differently from the way that is predicted by theories based on observing the

behaviours of individual's markets, e.g. a cut in wages in one industry may make it profitable for employers in that industry to employ more workers but Keynes suggested that a cut in wages across the economy as a whole might reduce the aggregate demand for goods and services hence forcing all employers to cut back on production and hence workers.

- (c) Development theory: this involves the analysis of the whole society it looks at the past trend, analyses the present and predicts what will happen in the future e.g. it looks at change in national income in a changing society.

ECONOMIC SYSTEM

This refers to the organisation of ownership, allocation and distribution of resources in each economy. The major economic systems include planned/command economies, market economies, subsistence economies and mixed economy.

Planned/Command economies: In a command economy, all or most decisions about resource allocation are made by central planning authority. The government fixes the quantity of each good to be produced and the price at which is sold.

It sets quotas for each individual production unit. It decides how many resources should be employed in producing the goods. The state decides how each worker is to specialise. Such a government believes that it knows best how to organise, distribute and co-ordinate a country's resources.

There is no private profit, because all resources are public owned. The individuals consumer, although being able to express a desire for certain types. Communist economies are command economies. In such planned economy, economic efficiency depends on the accuracy of the government's plan in forecasting society's wants and allocating resources to meet them. Frequently the chosen output mix will be inefficient, for instance the prices of certain consumer goods may be set at a lower level than the free market price for ideological reasons.

In a communist economy people there have only limited freedom, if any in their economic decisions, but in return they have greater security and greater social equality, basic necessities should be made available to every one at the price fixed by the government that they can all afford, but there are frequently shortages of consumer goods, which limit that choice.

The disadvantages of a planned/command Economies.

1. Having the state controlled price system it becomes impossible to judge the wants of households and so what is produced might not be what the household wanted.
2. Planning usually involves large bureaucracies, which are wasteful labour resources.
3. The co-ordination and management of large-scale economic plans are difficult in practice because of the enormous scale of the undertaking.

4. It is arguable that government of individualship lessens the incentives, of individuals and reduces initiatives, efforts and productivity due to absence of profit motive.
5. There is no consumer sovereignty; therefore freedom of choice is violated.
6. Due to opposition of masses, centrally planned economies have always been characterised by lack of domestic institutions.
7. There is absence of competition in a command, which is a discentive to efficiency.

Advantages of Command/Planned Economy

1. It ensures proper allocation of resources
2. There is price and economic stability, which can lead to rapid economic growth e.g. the communes of China.
3. Maximisation of social welfare due to public ownership.
4. The state gets full control and is able to implement economic plans effectively.
5. It reduces income inequalities by removing inequalities of opportunity in society.
6. The production and consumption of un desirable goods (demerit goods) can be prevented.
7. Public goods and merit goods can be provided since production in a planned economy is not for profit motive.

Capitalist system/Litisses faire/free market economy:

A capitalist free market economy is a complete contrast to a planned economy because economic decisions are left to individuals.

The allocation of resources is the result of countless individual decisions by producers & no role for the government (state) in directing and allocation of resources.

In this system there is freedom of choice in that individuals are free to buy and hire economics resources, to organise these resources for production to sell their products in markets of the own choice. Because of this, individuals are free to enter and leave any industry producers are motivated by profits their production decision.

Thus in a market economy quantities produced, prices and resource allocation are all market determined. However, a free market economy might create un satisfactory outcomes for how wealth is distributed, what goods are produced and how they are produced.

Disadvantages of the market Economy

1. Since all resources are only available at their prevailing market prices some members of the community might be badly deprived, unable to afford even the basic necessities of the life.
2. It might result in a very unsatisfactory and socially un acceptable distribution of income.
3. Some desirable products may not be produced for lack of profitability e.g. construction of roads, Health centres etc.
4. Some un desirable products may be produced e.g., dangerous addictive drugs.

5. Competition may be eliminated by monopolies and other restrictive practices, reflecting the disproportionate economic power of certain firms and groups of society.
6. Competition may lead to a wastage of resources e.g. excessive advertising.
7. Private wealth may be maximised at the expense of others. Where such equalities of wealth exist, resources may be allocated to production of luxury goods to the exclusion of necessities for the poor.
8. Some vital services (e.g. police and courts of law, fire services, etc) would not be provided by private enterprises and must be provided by the government.
9. Some prices of key goods (e.g. agricultural goods) might be volatile, subject to big rise and falls unless measures for prices stabilisation are taken by the government.
10. Some other key goods, such as health and education, might be provided in inadequate quantities in a free market. And provision of those goods by the state will be necessary to create them in adequate quantities.

Advantages of the market economy

1. Good quality products are likely to be generated since in free market economy there is competition, which encourages the improvement in quality of products.
2. It does not require any person to monitor it and thus costs of administration are reduced.
3. It provides an incentive to work hard and efficiency through price and profit signals. Resources go to those who can utilise them better.
4. Goods and services may be available to consumers at cheap prices. Since individuals are not forced to buy goods which he cannot afford especially if they are not essential goods.
5. Consumers sovereignty is promoted. Producers produce goods which consumers buy more.
6. Flexibility in production depending on profitability.
7. There is no resource wastage.

Mixed Economics

There is a system, which combines competitive private enterprises with some degree of central control. The disadvantages of both an entirely command economy or an entirely free market economy suggest that, a certain amount of government planning is valuable, despite the problems of a controlled economy.

Thus a mixed economy is that economy where some resources are owned by state (government) and others by private individuals.

Reasons as to why the government have no intervene in a free economy.

1. To restrain the unfair use of economic power by monopolies or other bodies who might be able to impose their wishes on the rest of society.
2. To correct the inequalities of the free market system, distributing wealth between individuals and regions.
3. To provide goods and services that private enterprises would be reluctant or unable to provide in sufficient quantities and at an acceptable price e.g. special equipment for handicapped people, armed forces and the provision of electricity and railway system.

4. To remove socially undesirable consequences of private production e.g. pollution control, regional imbalance in employment.
5. To direct change in the structure of the nations industries, by retraining programmes, aid to renew industries, investment in research and development etc.
6. To manage inflation rates, employment levels, the balance of payments and the economic growth rates in accordance with social objectives.
7. To moderate the ups and downs in the trade cycle, by trying to deepen dd when it is so high that steep price inflation occurs.

PRICE THEORY

Price theory is the study of prices. Prices are relative values of goods and services in terms of money at a particular time. Price theory is also concerned with the economic behaviour of individual consumers, producers and resource owners. It explains the production, allocation, consumption and pricing of goods & services.

THE CONCEPT OF A MARKET.

In economics, a market is an arrangement in which buyers and sellers negotiate the exchange of a well defined commodity. In the market, buyers and sellers must communicate together.

TYPES OF MARKETS

1. Product markets: These are markets in which goods & a service to consumers are bought and sold.
2. Resource markets: These are markets in which production resources especially labour and capital are bought and sold.
3. Spot market: This is a market where a commodity or a currency is traded for immediate delivery.
4. Forward market: This is also referred to as future market. This is a market where buyers and sellers make a contract to buy or sell commodities or services at a fixed date of the price agreed in the contract.
5. Free market: This is a market where there is no government (central authorities) intervention.
6. Controlled market: This is a market controlled by the government.

Types of markets as per structure.

7. Perfect market: This refers to the market where non of the buyers or sellers had the power to influence prices in a market by either influencing demand or supply.
8. Imperfect market: This is a market where a buyer or a seller has the power to influence the price in the market by either influencing demand or supply.

PRICE DETERMINATION IN THE MARKET

Price: The price of a good or in put shows what has to be given up in order to obtain a good or service. It is usually denoted in money terms, although payment not need be in monetary terms only.

In the market, price is determined in the following ways.

1. Haggling: This is when a seller asks for a given price and a consumer urges for a suitable price. The seller keeps on reducing the price and the buyer keeps on increasing the amount is willing to pay. Both parties will reach a compromise and that will be the price of a commodity. If a consumer have got more power, the price will be in his favour and vis -versa.
2. Fixing by treaties: Here buyers and sellers come together to fix the price of a commodity. The price agreed upon can later be revised by amending the treaty, e.g. the prices of coffee used to be fixed by the international coffee agreement. Prices of commodities can also be fixed by the government.
3. Sales Auction: This takes place when there is one seller and many buyers. Buyers compete for the commodity by offering high prices. The commodity is taken by one who pays the higher prices (the highest bidder) the seller at times fixes the reserve price or the minimum price he/she can accept.
4. Determination of price by forces of demand and supply.
5. Resale price maintenance: Some manufacturers want to control the prices at which the retailers will sell their products. They (manufactures) allow a discount to retailers and indicate to them the price to change consumers e.g. newspapers.

TYPES OF PRICES

- (a) Equilibrium Price: This is a price determined by forces of demand and supply.
- (b) Market Price:- This is the price prevailing in the market at any particular time.
- (c) Normal price:- This is the equilibrium price which is established after along period of fluctuations.
- (d) Reserve Price: This is the minimum price below which a seller will not sell his commodity in a perfectly competitive market.

ANALYSIS OF DEMAND AND SUPPLY

DEMAND THERORY

Demand refers to the desire backed by the ability and willingness to have the commodity desired. The total demand in an economy is referred to as "aggregate demand". Demand backed by actual payment may be described as effective demand"

DEMAND FUNCTION

This is an algebraic expression of the dd schedule expressed either in general terms or with specific numerical values expressed for various parameters and usually including all factors affecting dd.

i.e. $Q_d = F(p_i, p_j, y_h, t, E, D_y, A, G, P_n, S \text{ etc})$

Q_d = demand of a good

P_i = Price of goods

P_j = price of other goods

Y_h = the size of household income

T = tastes and fashion

E = expectations

D_y = the distribution of income

A = Advertising

G = Government policy

P_n = Population

S = Seasonal changes

Thus the demand for a commodity is influenced by so many factors some of which are the following:

Demand and price of the good

The demand of a good depends on its own price. The higher the price, the lower the quantity demanded and vice versa. When the price increases, consumers will buy less of the commodity whose price have increased and buy more of the substitute whose price will have not changed.

The demand schedule.

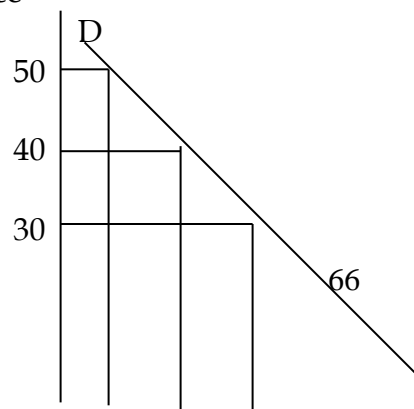
This is a table showing the level of demand for a particular good at various levels of price of the good in question. It relates to the specific period of time (e.g. per annum, per month etc) it is drawn on the basis that other factors affecting the level of demand e.g. income, tastes, price of other goods etc are held constant.

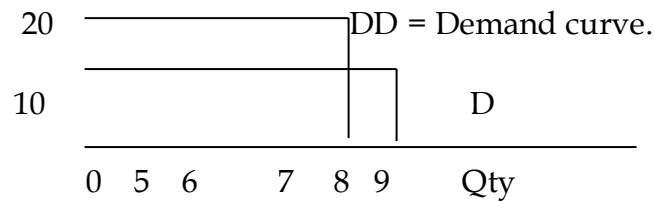
Demand schedule for soap powder

Price per Kg	Quantity demand in 10 kgs
10	9
20	8
30	7
40	6
50	5

We can show this schedule graphically with price on Y-axis and quantity demanded on the X-axis.

The demand curve price





The **demand curve** is drawn by joining the points shown in the figure above by a continuous line DD. Thus the demand curve is a graphical representation of the demand schedule. It is a locus of points showing quantity demanded of the commodity at various prices per period of time. It is drawn on the assumption that the higher the price the lower the quantity demanded and vis-versa other factors remaining constant.

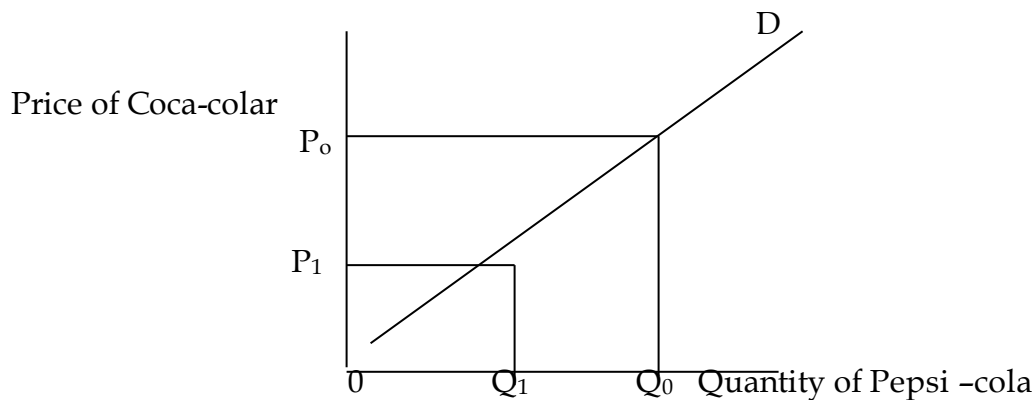
2. Demand and the price of the other goods.

The change in one good may not necessarily change the demand for another good e.g. on increase in the price of salt will not affect the demand for motor cars, However there are goods for which the market demand is in some way interconnected these inter-related goods are referred to as either substitutes or complements.

Substitutes goods

These are goods that are alternative to each other, so that an increase in demand for one is likely to cause a decrease in the demand for another e.g. Coca-cola and Pepsi -cola, bus rides and car rides etc.

The cross demand curve of substitutes.



In the figure above, a fall in price of coca-cola ($P_0 - P_1$) causes a decrease in the demand for Pepsi-cola from Q_0 to Q_1 .

Goods are regarded as substitutes if a rise (or a fall) in the price of one good results in a rise (or fall) in demand for the other. The extent or amount of substitution that takes place depends on:

- (a) The amount of price change
- (b) The closeness of substitutes.

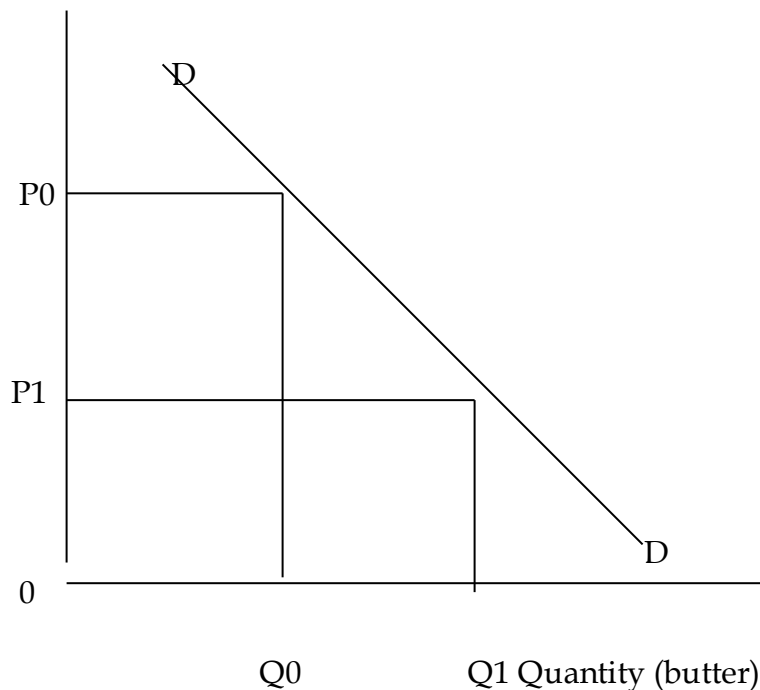
Complements

These are goods that tend to be bought and used together so that an increase in the demand for one is likely to cause an increase in the demand for the other e.g. motor cars and fuel, bread and butter etc.

In the above figure a fall in the price of bread from P_0 to P_1 will increase the quantity of butter demanded from Q_0 to Q_1 because demand for bread will rise in response to the price change.

The demand curve of complements

Price of bread



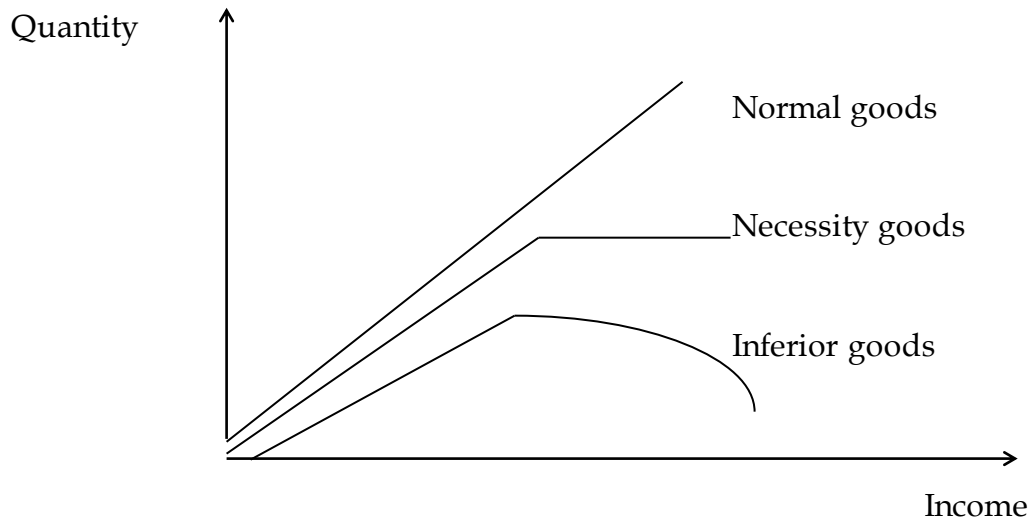
3. Demand and the size of the household income

The level of income that a household earns will affect the demand for a good. More income will give household more to spend and they will want to buy more goods at existing prices. However, a rise in household income will not increase the market demand for all goods and services. The effect of a rise in income on demand for an individual good will depend on the nature of the good.

- If a rise in household income increases demand for a good, then such a good is a normal good.
- If demand increases up to a certain point and then remains unchanged as household income continues to rise e.g. basic foodstuffs such as salt, bread etc for which demand can reach a maximum level because there is a limit to what consumers can or want to consume then such goods are necessities.
- Goods whose demand eventually falls as income rises are called inferior goods e.g. tripe, Kasere Waragi etc. The reason for falling demand is that consumers will prefer

superior products to inferior products (e.g. beef instead of tripe, Uganda waragi instead of Kasese (crude) then goods are inferior goods.

The above three cases can be illustrated with the figure below:



4. Demand taste and fashion.

A change in fashion will alter the demand for a product. Changes in taste may stem from psychological, social or economic causes e.g. if it becomes fashionable for middle class households in Sheraton Hotel to drink wine with their meals, the flow of expenditure on wine will increase.

Taste of fashion is likely to be unpredictable and so changes in demand might be only temporary e.g. the influence of an advertising campaign may have a temporary effect on demand.

5. Demand and expectations

Where consumers believe that prices will rise, or that shortage will occur, they will attempt to stock up the product, thereby creating excess demand in the short run which will increase the prices. This can then lead to panic buying e.g. fear of war, expectation of the budget, the effects of strikes etc.

6. Demand and the distribution of national income

Market demand for a good is influenced by the way in which the national income is shared between households when income is equitably distributed in the economy, the market demand for the product will be high and vice-versa.

7. Demand and seasonal changes

The demand for certain product changes according to changes in seasons e.g. X-mas cards, tapes etc. When the season is favourable, the demand will be high and vice -versa.

8. Government policy and demand

When the government imposes taxes on goods, prices of goods increases.

This discourages consumers and quantity demand reduces. The offering of subsidies by the government encourages consumption and therefore quantity demanded increase.

9. Population

The demand for the production is influenced by the size of the population, a big size of population will lead to move effective demand than a small one provided by the population has an ample purchasing power.

The individual demand curve

The individual demand curve focuses the attention on the effects of a change in the prices of one commodity on the consumer's behaviour. It is influenced by factors like:

- (a) The goods own price
- (b) Price of other goods
- (c) The size of household income
- (d) Tastes and fashions
- (e) Expectations
- (f) Advertising.

Market Demand

The market demand is the summation of the individual consumer's demands for a homogeneous commodity. The summation of different quantities of a commodity demanded by a number of individuals at various prices will give "a market demand schedule)".

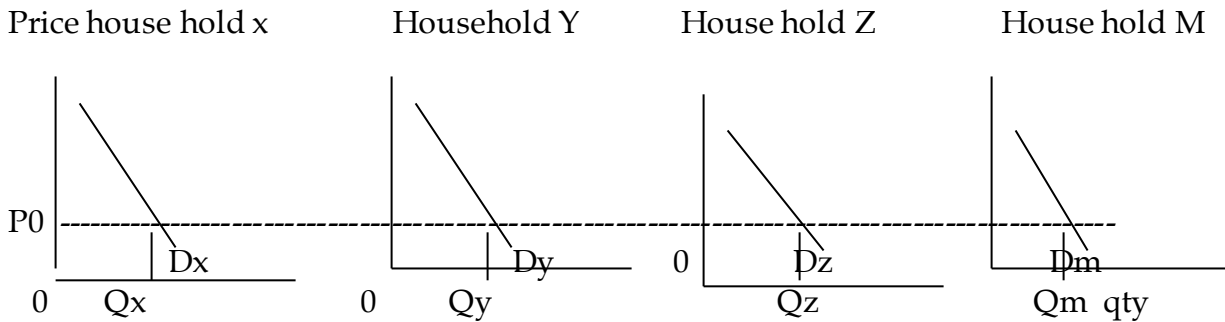
The market demand schedule for three consumers (X,Y,Z)

Price (shs)	Quantities dded in 000kgs			Total demand in 000kg
	X,	Y,	Z	
600	5	3	2	10
500	8	7	5	20
400	11	10	9	30
300	14	14	12	40

Market demand curve

This curve is also drawn from the demand schedule, expressing the expected total quantity of the good that would be demanded by all consumers together at any given price.

Derivation of the market demand curve.



In the Market Q_m quantity will be bought which is made up by adding together the quantities ($Q_x + Q_y + Q_z$). The market demand curve D_m is obtained by the horizontal summation of the individual demand curve (D_x, D_y , and D_z)

NB: Market demand is influenced by factors like:

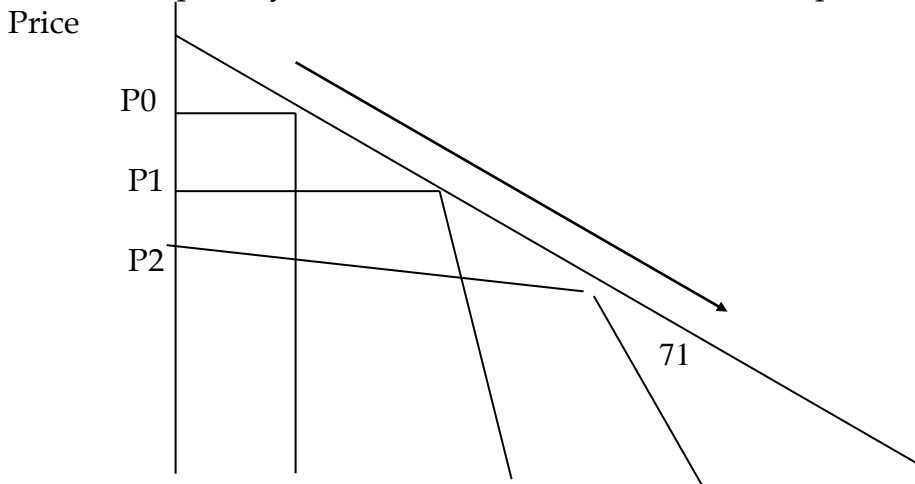
- (a) The market price of the commodity
- (b) Price of other commodities
- (c) Income distribution
- (d) Taste and preference of all households
- (e) Size of population
- (f) Total household income etc.

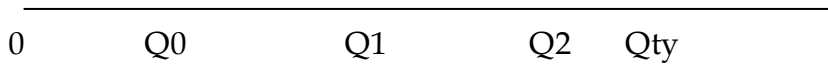
Movement along the demand curve when the price changes.

Changes in quantity demanded caused by changes in price are represented by movements along the demand curve movement along the demand curve represented by changes in price at the same demand curve.

Extension of the Demand curve

This is indicated by the down ward movement along the same demand curve. It refers to an increase in quantity demanded due to a reduction in the price of the commodity.



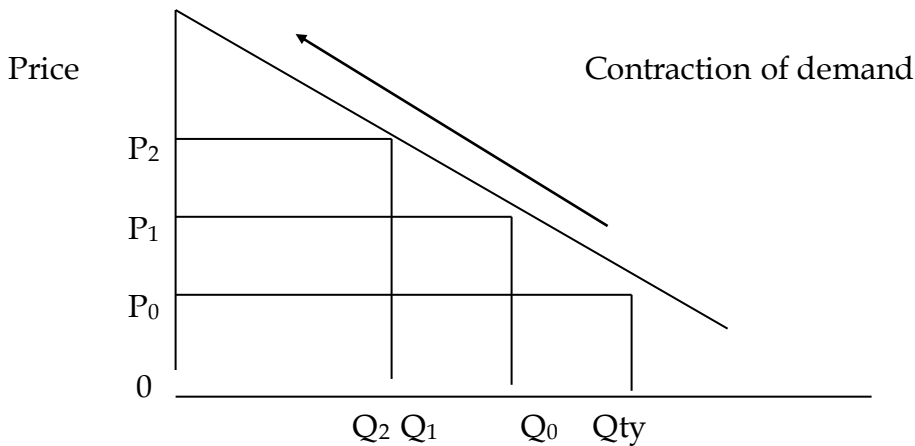


In the figure above, as the price reduce from P_0 to P_1 , to P_2 quantity increases from $0Q_0$ to $0Q_1$ to $0Q_2$.

Contraction of demand

This is indicated by the upward movement along the same demand curve. It refers to a decrease in quantity demanded due to an increase in the price of the commodity.

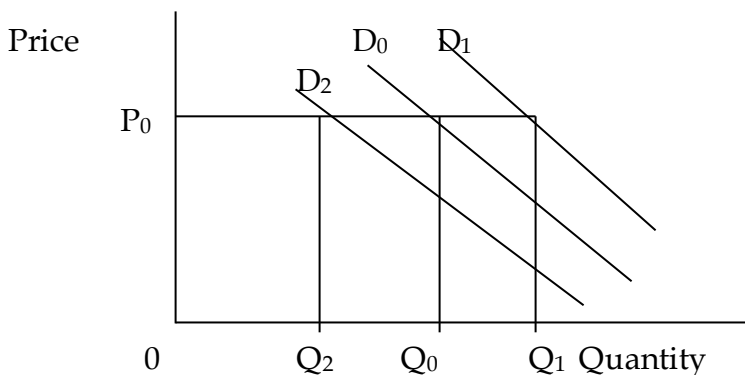
Illustration



CHANGE IN DEMAND

It refers to the change in quantity demanded at constant prices brought about by changes in factors which determine demand.

When there is change in other factors that affect demand, the relationship between quantity demanded and price will also change and there will be a different price quantity demanded schedule and so a different demand curve. We refer to these changes as a shift of the demand curve.



The figure above depicts an increase in demand at each price level with the demand curve shifting to the right from D_0 to D_1 e.g. at price Op_0 demand for the good would rise from OQ_0 to OQ_1 . This shift could be caused by any of the following;

- (a) A rise in household income
- (b) A fall in the price of substitutes
- (c) A fall in price of the complements
- (d) A change in taste towards this product
- (e) An expected rise in the price of the product
- (f) Increase in population
- (g) Subsidisation of consumers
- (h) A more or less equal distribution of income.

The above figure also depicts "decrease in demand" at each price level, which is represented by a shifting to the left of the demand curve from D_0 to D_2 . This may be caused by the reverse of the changes described in the points above. At price Op_0 , the demand will fall from OQ_0 to OQ_1

NB:

1. A shift of the demand curve to the right portrays an increase in the quantity demanded at any given price.
2. A shift of the curve to the left portrays a reduction in the quantity demanded at any given price.

THE SLOPE OF THE DEMAND CURVE.

The demand curve is a locus of points showing quantity demanded of a commodity at various prices per period of time. The demand curve slopes downwards from left to right it illustrates the LAW OF DEMAND which states that

The higher the price, the lower the quantity demanded and vice-versa (*ceteris paribus*). This is due to the following factors;

1. The law of diminishing marginal utility: It states that as one consumes more of a commodity, after a certain point, the satisfaction derived from additional units (marginal utility) diminishes (reduces). As the consumer purchases more of the commodity, marginal utility diminishes. He can consume additional units only if the price is reduced.
2. Income effect;

As the price falls real income of the consumer increases i.e. they can purchase more units of the commodity with the same money income. Alternatively an increase in price reduces real income and reduces quantity demanded. Thus real income is money income over price. It is the actual quantity of goods obtained from the money income.

3. Substitution effect

As the price of the commodity falls keeping the prices of substitutes constant, consumers purchase more of it and purchase less of the substitutes. When the price of the commodity increases, consumers abandon it and buy its substitutes, which are relatively cheaper.

4. The price effect;

This is a combination of income effect and substitution effect when the price of the commodity falls, consumers buy more of it because of the substitution and income effects.

5. Presence of low income groups

Ordinary people (low income group) buy more when price falls and less when price rises. The rich do not have any effect on the demand curve because they are capable of buying the same quantity even at a higher price.

6. Different uses of the commodity. If the commodity has many uses, then it means those uses have some substitutes. Therefore the price of the commodity increases, people will divert A to those substitutes and therefore quantity demanded will decrease and vis-versa.

SUPPLY

Supply refers to the quantity of goods and services that existing suppliers would want to produce for the market at a given price in a given period of time.

The supply function

This is the statement which shows the technical relationship between quantity supplied and the major determinants of quantity supplied of the commodity.

$$Q_s = F(P_1, P_2, P_{11}, F_1, F_n, G, T \text{ etc})$$

Where P_1 = The commodity's own price

P_2, P_n = Factors of production

G = Goals of the firm

T = Technology

The factors which influence the quantity supplied

1. Price of commodity itself: In general, suppliers will want to supply a greater quantity of their output at higher prices. Higher prices may mean greater profits and so the firm would be attracted by the prospects of bigger profits into supplying more units of output. This can be shown by the supply schedule below.

The supply schedule

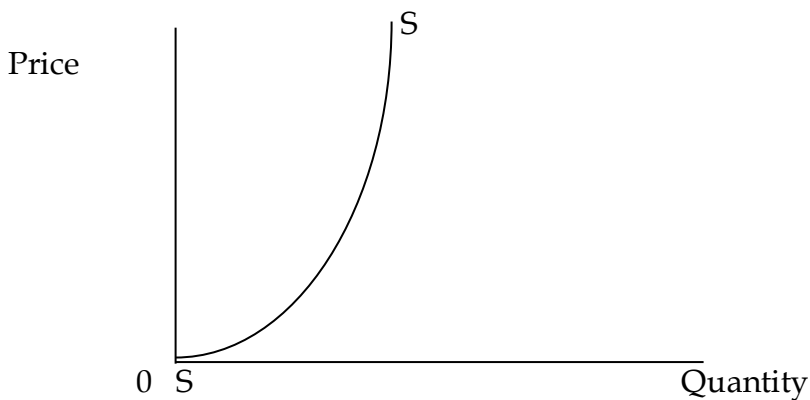
This is a numerical representation showing the amount of the commodity brought to the market at various prices per period of time.

A table showing the supply schedule for product Y

Price per Unit (SHS)	Quantity Supplied per Month (Kgs)
100	10,000
150	20,000
300	30,000
500	40,000

This schedule can be shown graphically with price on Y - axis and quantity supplied on X - axis

The supply curve



SS= Supply Curve

The supply curve is drawn by joining the points shown in the figure above by a continuous line SS. Thus the supply curve is a graphical representation of the supply schedule. It is the locus of points showing quantity supplied of each commodity at a various prices per period of time, the greater the quantity supplied other factors remaining constant.

2. The price of other goods

An increase in the price of other goods would make the supply of a good whose price does not rise more unattractive to suppliers. Keeping other factors constant, when the prices of substitutes increases it becomes more profitable to produce substitutes which fetch higher and profits. When the price of substitutes fall, quantity supplied of the commodity increase because it becomes more profitable to produce the commodity whose price is

relatively higher e.g. when the price of cassava fall, producers reallocate resources from cassava production to potato production whose price are relatively high for products which are produced together. An increase in supply of the other e.g. an increase in price of shirts would lead to an increase in supply of cotton, cotton oil dye etc.

3. The cost of production

The cost of production which in turn depends on the prices of factors of production i.e. wages, interest rates, rent and profits. A rise in price of these factor (increases costs of production) which reduces supply and vise-versa.

4. Changes in technology

Technological developments which reduce costs of production and increase productivity will rise the quantity supplied of a good & vice-versa.

5. Natural Factors

Unfavourable natural factors decrease supply and vice-versa (e.g. agricultural goods)

6. Goals of the firm

If the goal of each firm is profit maximisation, then supply will be low so as to change higher prices. If it is sales maximisation, then supply will be high and produces would want to sell as much as even though they are getting little profits.

7. Number of produces

If there are many produces of a commodity quantity supplied is likely to be higher than where are few producers.

8. Working conditions

Favourable terms of services would like good working condition prestige of work of services, power, professional excellence etc. will increase supply. These terms are referred to as non-pecuniary advantages (are not measurable in monetary units). While poor working conditions (non- pecuniary disadvantages) will reduce supply.

9. Government Policy

Taxation will increase costs of production which lead to low quantity supplier and subsidies would lead to a reduction in cost of production and an increase in quantity supplied.

10. Gestation period

This is the production period (maturing period). The longer gestation period reduces SS and a shorter gestation period increase the SS.

11. Entry of new firms in the industry

Once the market price and profits are conducive enough, this will act as a factor that will attract other firms in the industry leading to an increase in the SS of the commodity on condition that there is free entry and exit (perfect competition). In case of blocked entry (monopoly) SS will be restricted so as to sell at high prices.

12. Demand

High market demand calls for increase production and SS and Vice-versa.

13. Availability of inputs

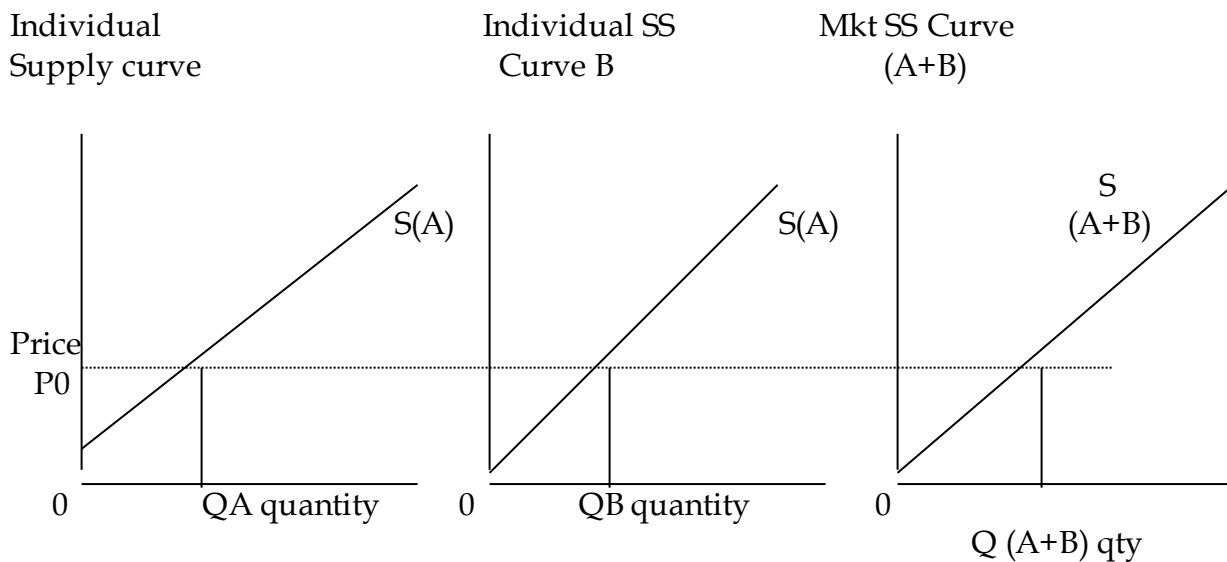
The more available the inputs the greater the supply. Scarcity of factor inputs reduces SS.

The Individual SS Curve

An individual SS curve shows the quantity of a good that the individual firm want to SS to the market at any given price.

The market supply Curve

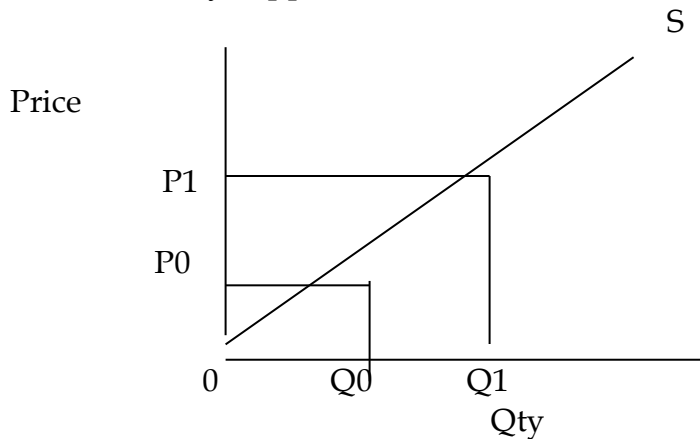
The market supply curve shows the horizontal summation of the SS curves of all individual suppliers in a commodity. The market supply curve is more elastic than the supply curves of the various individual's suppliers. This can be illustrated in the figure below.



In the figure above the quantity supplied in the market is the summation of the quantities supplied by (A) and (B) i.e. $Q (A+B)$.

THE LAW OF SUPPLY

This law states, keeping other factors constant, the higher the price the greater the amount of the commodity supplied and vice-versa. It is illustrated by the supply curve.



In the figure above, when the price increases from OP_0 to OP_1 quantity supplied increases from OQ_0 to OQ_1 and vice versa.

The slope of the supply curve.

The SS curve is positively sloped (it sloped upwards from left to right) showing the direct relationship between price and quantity supplied. (see the figure above)

The positive slope is explained by the following factors:

1. Entry of new firms in the industry;

When the price of a commodity increase new firms will be attracted to enter the industry due to prospects of increase profits. This will lead to an increase in SS as the price increases.

2. Profit Motive;

If the goal of the firm is to earn more profits, then as the price of the commodity increase suppliers will SS more in order to make more profits.

3. The attempt by firms to maintain equilibrium under project competition.

4. The struggle to maintain equilibrium in the free market condition.

As demand increases, prices will due to a shortage, firms will increase output in order to cover the shortage.

5. Ease of diverting resources from the production of the commodity whose price has reduced to the production of the commodity whose price has increased e.g. if the price of groundnut increase keeping the price of beans constant producers will easily divert resources (land, labour, capital) from the production of beans to the production of

groundnuts. This will lead to an increase in SS of groundnut as the price increases since producers will be expecting higher profits.

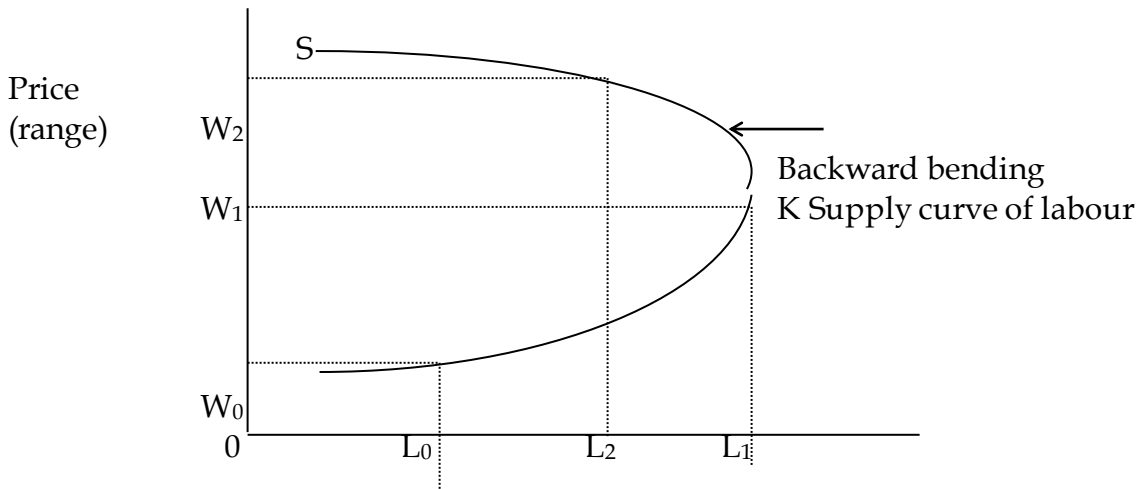
6. The attempt by firms to maintain equilibrium under perfect completion:

Under such conditions firms aim at producing at a point where $P=MR=AR=MC$. So firms always struggles to adjust output so as to equate price and marginal cost.

ABNORMAL/RESRESSING/EXCEPTIONAL SUPPLY CURVE.

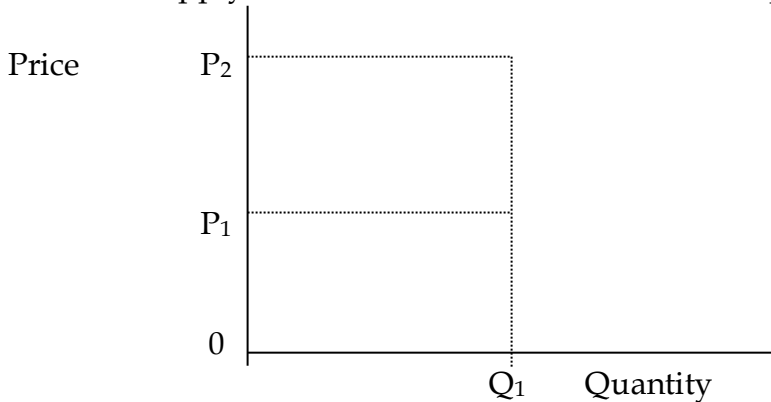
Normal supply curve usually slopes upwards from left to right. In this case the regressive supply curves do not obey the law of supply and they do not slope upwards from left to right. Examples are:

1. The supply curve of labour



In the figure when the range is increased from $0W_0$ to $0W_1$, labour supplied increase from $0L_0$ to $0L_1$. After point K, as the range increases from $0W_1$ to $0W_2$, labour supply reduces from $0L_1$ to $0L_2$. After point K, makes start working less hours because the range $0W_1$ was enough to meet their targets. Some workers may later abandon work after working enough money. Such workers are called target workers because they work only to full fill certain targets after which they leave work or work less hours. Also as people work more money, they prefer leisure to work.

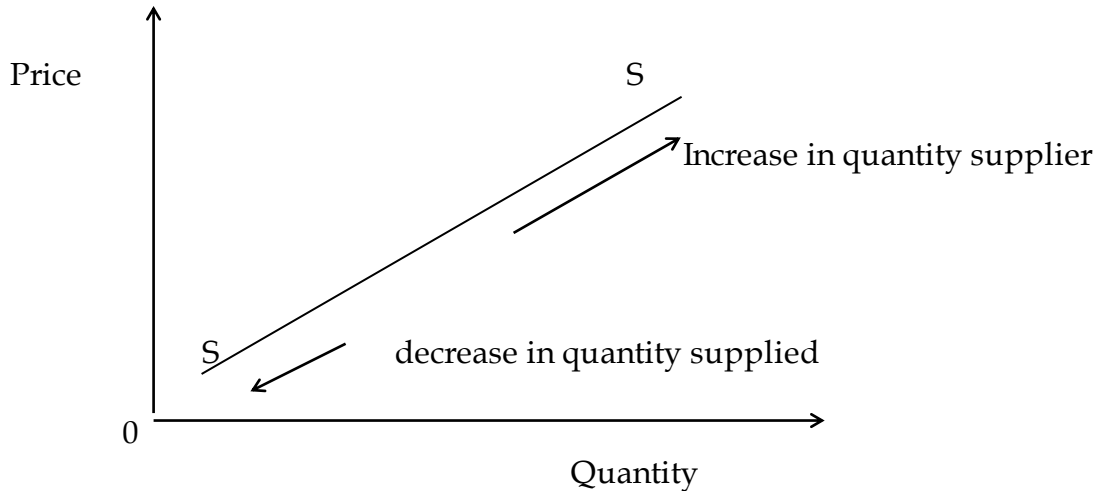
2. Fixed supply: This is another case of abnormal supply curves



In the figure despite the increase in price from OP_1 to OP_2 , quantity supplied remains the same (OQ_1) e.g. the supply of Agricultural products in the short run.

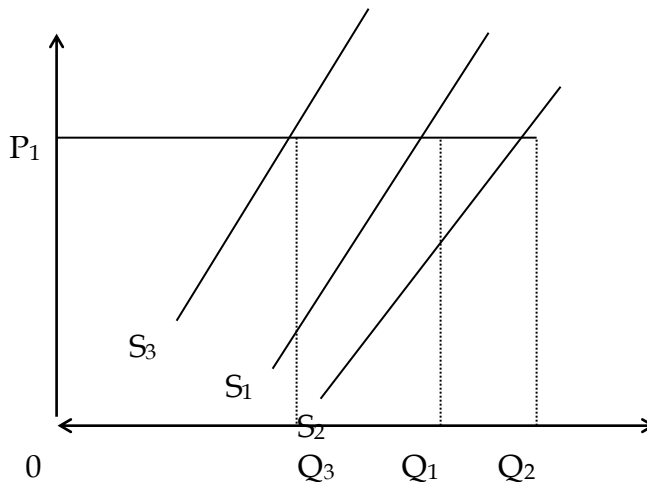
CHANGE IN QUANTITY SUPPLIED AND CHANGE IN SUPPLY

1. Change in quantity supplied. This occurs when there is a change in price of a commodity when other determinants of quantity supplied are assumed to remain constant. It is illustrated by movements along the same supply curve as shown below:



2. Change in supply

This refers to the change in the state of supply at constant prices which arises from changes in variables which are assumed constant by the law of supply e.g. technology, price of competing commodities, etc. It is illustrated by the shift of the supply curve.

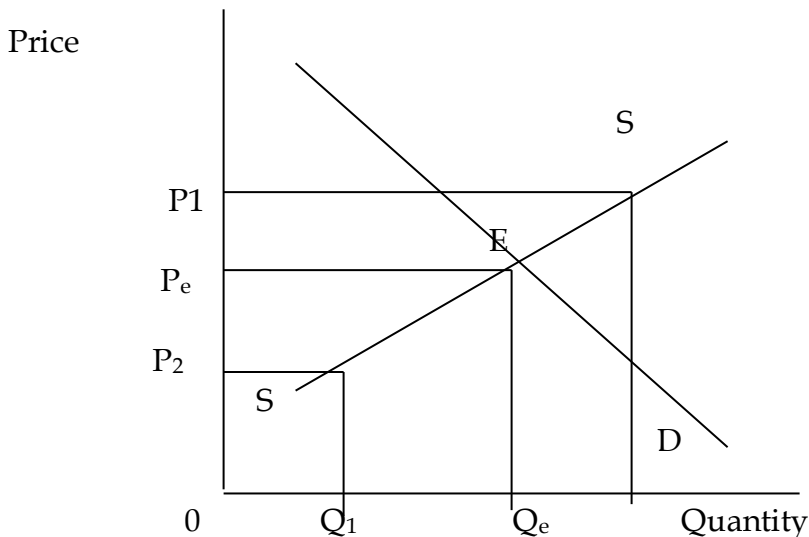


From the figure, at each possible price e.g. OP_1 , quantity supplied can increase or decrease because of changes in other determinants a quantity supplied. Increase in supply curve to the right (S_1 to S_2). Quantity supplied increase from OQ_1 to OQ_2 at a constant price OP_1 . Decrease

in supply is illustrated by strict of the supply curve to the left (S1 to S3). Quantity supplied decreases from 0Q1 to 0Q3 at a constant price 0P1.

PRICE DETERMIANTION BY FORCES OF DEMAND AND SUPPLY.

In a competitive market, prices are determined by the mechanism which is the coordination of different objectives and activities of buyers and sellers by 'invisible forces' of demand and supply. This can be illustrated graphically as shown below.



In the figure at a high price, 0P₁, supply exceeds demand i.e. we have excess supply (Q₁,Q₂) because producers supply too much because of the high price. Suppliers reduce the price to 0P₂ so as to sell the excess supply. At a low price 0p₂, there is high demand which leads to excess demand i.e. a situation where demand exceeds supply. Excess demand implies that there is a shortage of commodities which results into an increase in the price. The trend of increasing and falling price continues until quantity demanded is equal to quantity supplied. This point (E) is called equilibrium. From the figure above, 0Q_e is equilibrium quantity bought and sold. 0P_e is equilibrium price. When equilibrium price is stable for some time (i.e. in the long run) it is called the normal price or the natural price.

NB: Equilibrium price may be different from the market price. Market price refers to any price determined by buyers and sellers in the market. Irrespective of whether supply is equal to demand or not. Therefore, equilibrium price is the market price where what is brought to the market by suppliers is cleared by buyers without learning any excess supply or excess demand.

PRODUCTION THEORY

Production refers to the process through which utility is created in the goods and services in order to satisfy human wants which may be private or public. It involves the following:-

- a) Change of form e.g raw materials to finished products or intermediate goods.

- b) Change of place. This involves the transportation of raw materials and finished products
- c) Change of ownerships which involves exchange of goods and services.
- d) Provision of direct services such as those of a teacher an engineer, a doctor etc.

LEVELS OPF STAGES OF PRODUCTION

1. Primary production: This refers to the extraction of basic raw materials from land, seas, air, etc and application of labour on these resources to produce primary products, such production includes farming, mining, hunting, fishing etc.
2. Secondary production. This involves the transformation of raw materials into finished commodities which are ready for use. It is the actual creation of utility in goods to make them provide satisfaction. It includes manufacturing, construction etc.
3. Tertiary production. This involves the production of services. These services may be direct as those of a teacher, doctor, lawyer, etc or commercial services which facilitate trade e.g insurance, transport, banking, warehousing etc. The provision of these services is necessary in order to bridge the gap between the producer and consumer

TYPES OF PRODUCTION.

- a) Direct production: This involves the production good and services for one’s own satisfaction. This type of production is also called substance production e,g making of tools for one’s own use, treating your own child etc.
- b) Indirect production: This is the production of goods and services for exchange (for market)
- c) Round about production. This is the production of items not for consumption but for further production e.g production of machines, inputs like chemicals used in some industries, etc.

The products of this type of production are known as producer goods

FACTORS OF PRODUCTION

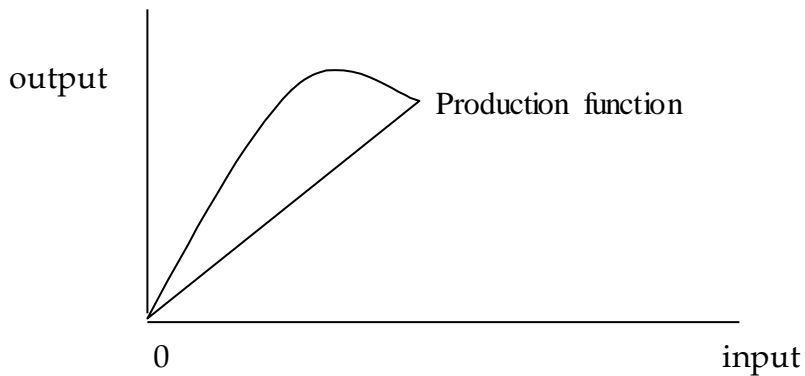
These are known as agents of production. They refer to the resources or inputs required in the production of goods and services. They include land, labour, capital, and entrepreneur.

Every time a unit of output is produced, inputs must be combined to bring about transformation. The technical relationship (physical) between producer inputs and the output per unit of time is known as the production function e.g in producing 5 bags of beans, one can require one acre of land, 2 hoes, 2 workers, fertilisers, etc, mathematically, it is represented as:- $Q_x = f(L, K, N, T, \dots)$

Where QX = quantity produced (output)
 L = land
 K = Capital
 N = Labour

F = Functional relationship
T = Technical progress

Graphical representation of production function



The above figure shows the relationship between output and input.

CAPITAL

This refers to any man made resource which is used in the production process e.g machinery, roads, buildings, money etc. the payment to capital is interest.

Capital accumulation

It refers to a process through which the capital of a country increases over time. Capital accumulation is necessary because it increases resources utilisation, standards of living and acts as an engine for development.

LABOUR

This refers to all human effort both mental and physical inherited or acquired which is used in the production process labour can be skilled, unskilled, semi-skilled, productive and unproductive labour

LABOUR SUPPLY

Labour supply refers to the number of all able bodies individuals willing to work at the ongoing wage rate. It also refers to the number of hours a labourer is willing to offer for work. Its payment is a wage or salary.

FACTORS AFFECTING LABOUR SUPPLY.

1. The age structure of the population. The labour force of a country is constituted by people of age between 16 - 64 years. The age category of 0 - 15 years and of 65 years plus is considered unproductive labour. In a country where the first category is higher, labour supply will be high and where the second category is high, labour supply will be low.

2. The size of population is likely to have a high supply of labour than that one with a small size of population
3. Education level. This determines the supply of skilled and educated labour. Once the level of education is low, supply of skilled labour will be low and vis-versa.
4. Degree of job security. Jobs with job security attract more labour than those without. Workers are often attracted in occupations with limited changes of being chased anyhow.
5. Rate of investment in the economy where there is a high rate of investment especially in the industrial sector, supply of labour will increase due to availability of training facilities for labour.
6. Period of training where the period of training is long, labour supply will be low and vis-versa. This is especially true with skilled labour.
7. Job esteem (respect). Jobs with low esteem attract less labour for example there are very few people willing to work as toilet cleaners, therefore labour supply in such occupations is low due to the low level of respect in such jobs.
8. Political stability. In areas with political instability and insecurity will not attract labour. This factor explains the levels of labour supply especially in form of foreign expatriates in countries besieged with political instabilities.

LAND

It refers to all natural resources which aid in production found any where on the earth or above it. It includes soil, minerals, forests, swamps, rivers, lakes, seas and atmosphere. Its payment is rent.

THE ENTREPRENEUR

This is a person or group of persons who combine the other three factors of production into an organised relationship to make the production process possible.

FUNCTIONS OF AN ENTREPRENEUR

1. Co-ordinator. He combines all other factors of production together, he puts them in a 'pot' of production and he generates goods and services. Right quantities of each input and the best proportions are chosen to ensure efficiency and the best quality of products.
2. Controller. He controls or manages the enterprise. He takes care of the staff discipline, supervise them and he looks into staff welfare and ensure proper use of finance.
3. Decision maker. He takes a high level of decisions concerning the running of the business i.e he decide what to produce, how to produce, for whom to produce, where to produce and what price to charge etc.
4. Risk and uncertainty bearing. There are many risks and uncertainties in business e,g theft, a fall in demand, change of government policy etc. The entrepreneur risks his capital against such risks and uncertainties. He insures against risks or spreads them by producing many products in which case it is called hedging so as to reduce losses.

5. **Innovator.** An entrepreneur looks into the future of his business to predict whether it is bright or gloomy. He designs appropriate measures to make improvements or tackle problems. He looks out for new methods of production, new methods of combining factors of production to produce the same commodity in the cheapest manner.
6. **Director.** He directs all the factors of production.

The payment to entrepreneur is profit.

THE THEORY OF COSTS

Costs of production refers to what is incurred to produce a given amount of output. Costs of production include:

1. **Implicit costs:** These are costs which cannot be computed in monetary terms. They are not included in the calculation of the costs of the firm. Such costs are incurred by the producer's own labour, estimated rent for his building, the interest on capital invested by the entrepreneur himself, the salary he would get if he was not content with the profits, the salary he would pay his house wife, etc.
2. **Explicit costs:** These are costs (expenses) which are production. They are calculated in monetary terms. They include: Labour costs, raw material costs, power, transport, etc.
3. **Economic costs:** These are payments made by the producers to resource suppliers in order to ascertain continuous supply of raw materials.
4. **Social costs;** They refer to the disadvantages which are imposed on society as a result of private production. Such costs include pollution, resource depletion, etc. Sometimes these costs are referred to as externalities of production.

SHORTRUN COSTS OF PRODUCTION

Shortrun is a period in the production process in which a firm cannot alter its size, equipment and scale of organisation to meet increasing demand such costs include:

- (a) **Fixed costs(FC):** These are costs which do not vary with the level of out put. They are costs which are incurred irrespective of out put levels. They include: Rent, interest on capital, salaries of top management, etc. Fixed costs are also referred to as supplementary costs, over head costs, un avoidable costs or indispensable costs of production.

Total fixed costs(TFC) is the summation of all the fixed costs.

- (b) **Variable costs (VC):** These are costs of production which vary with the level of output. As output changes costs also change. They are also referred to as prime costs, direct costs or

avoidable costs of production. Total variable cost (TVC) is the summation of all the variable costs of production.

(c) Total cost (TC): This is the overall cost the firm incurs in order to produce its output. It is the sum of the variable costs and the fixed costs. This can be expressed.

$$\text{Total cost (TC)} = \text{Total Fixed Cost (TFC)} + \text{Total Variable Costs (TVC)}$$

i.e. $TC = TFC + TVC$

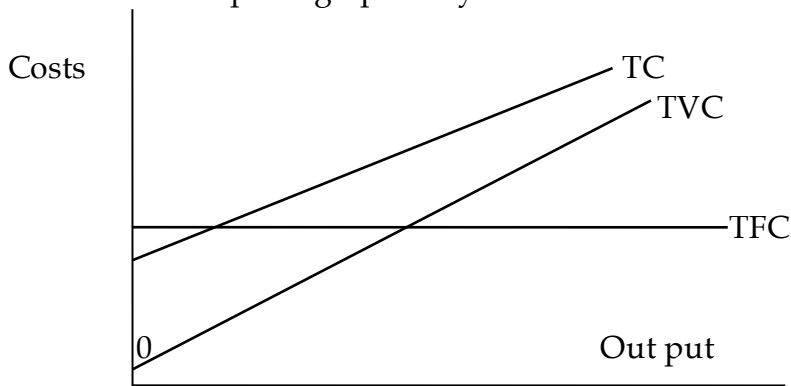
RELATIONSHIP BETWEEN TFC, TVC AND TC

1. The total fixed curve is a straight line because total fixed costs do not vary with output levels.
2. The TFC curve begins above zero because of the fixed costs, i.e. even when output is zero some costs have to be incurred.
3. The TC curve lies above the TVC because it is a sum total of both the TVC and TFC i.e. $TC = TFC + TVC$.
4. When output is zero, there are no costs incurred ($TVC = 0$, so $TC = TFC$).
5. The TVC curves slopes upwards from left to right because variable costs increase as output increases.

A TABLE SHOWING TFC, TVC AND TC

Out put (O)	TFC	TVC	TC = TFC + TVC
0	60	0	60
1	60	30	90
2	60	40	100
3	60	45	105
4	60	55	115
5	60	75	135
6	60	120	180

This relationship can graphically be shown as below



PER UNIT COST OF PRODUCTION

1. **Average total cost (ATC):** This refers to the total cost of production per unit output. This can be expressed as:

$$ATC = \frac{TC}{Q}$$

Where Q is the output.

2. **Average fixed costs (AFC):** This refers to the fixed costs incurred in producing each unit of output. It is equal to the total fixed costs divided by total output i.e.

$$AFC = \frac{TFC}{Q}$$

3. **Average variable costs (AVC):** This refers to the variable costs incurred in producing each unit of output

$$AVC = \frac{TVC}{Q}$$

4. **Marginal cost (MC):** This refers to the additional costs incurred in producing an extra unit of output. It is expressed as:

$$MC = \frac{\text{Change in Total Cost}}{\text{Change in output}} = \frac{\Delta TC}{\Delta Q}$$

Where Δ = Change

Illustration Table

Output	TFC	TVC	TC	AFC	AVC	AC	MC
1	60	30	90	60	30	90	-
2	60	40	100	30	20	50	10
3	60	45	105	20	15	35	5
4	60	55	115	15	13.75	28.75	10
5	60	75	135	12	15	27	20
6	60	120	180	10	20	30	45

Graphical Representation

RELATIONSHIP BETWEEN MC, AC, AFC AND AVC

1. AC, MC and AVC curves all take a U-shape i.e. they first decrease, reach a minimum and later rise as output increases implying that initial costs drop and later rise. This U-shape is attributed to the law of variable proportions.

2. As production expands, AVC tends closer to AC curve because of the continuous fall in the AFC, i.e. AFC tends to zero as output rises.
3. The AFC curve slopes downwards continuously because the fixed costs are divided by the increasing output. This implies that increasing output will make the AFC curve to fall continuously.
4. AVC always lies below the AC when the fixed costs still exist. This is because AC at any output includes AVC and AFC at that output. From the cost theory of the firm, $AC = AFC + AVC$.
5. After the AVC has reached its lowest point and starts rising, its rise over a certain range is offset by the fall in the AFC so that the AFC continues to fall (over that range) despite the increase in AVC.
6. MC curves cut the AC and AVC at their lowest points and from below.
7. The point where $MC = AC$ is referred to as the optimum point of the firm and at this point average costs are lowest (at minimum).

IMPORTANCE OF THE CONCEPT OF MARGINAL COST IN FORMULATION OF THE THEORY OF THE FIRM

The concept of marginal cost has great relevance in the formulation of the theory of the firm. Its importance includes:

1. It is very vital in the determination of the equilibrium point of the firm. Using marginal cost approach a firm is in equilibrium where marginal cost (MC) is equal to marginal revenue (MR) i.e. $MC = MR$.
2. Marginal costs help a firm to determine the optimum output or size of the firm. This is determined at a point where marginal cost (MC) is equal to average cost (AC) i.e. $MC = AC$.
3. Marginal cost curve is helpful in the derivation of the supply curve of a firm under perfect competition where we take part of the marginal cost curve above the AVC.

LONG RUN COST CURVES

This is also known as a planning curve or an envelope curve. It is referred to as envelope curve because it is formed by a series of short run average cost curves. Each point on the longrun average cost curve (LAC) corresponds to a point on the shortrun average cost curve (SAC) which is tangent to the LAC at that point. It is also known as a planning curve because it enables the firm to have trial factor combination until it achieves the best size. Each time when there is a change in output as a result of changed scale of operation, there is a new shortrun average cost curve, the firm will continue with these trials until it achieves the best

size i.e. it gets the lowest shortrun average cost curve which is tangential to the longrun average cost curve.

DERIVATION OF THE LONG RUN AVERAGE COST CURVE

When does a firm decide to use a larger plant?

Assuming that the available technology to the firm at a particular time includes three methods of production, each with different plant size. I.e. a small plant, medium plant and large plant. These plants can be illustrated in the figure below:

In the figure above, a small plant operate with costs demoted by the curve SAC1, the medium size plant operates with the costs on SAC2, and large with SAC3 respectively. If the firm plans to produce output OQ1, it will choose a small plant if it plans to produce OQ2, it will choose the medium plant. If it wishes to produce OQ3, it will choose the large size plant.

If the firm starts with a small plant and its demand gradually increases, it will produce at lower costs (up to level Q1) beyond that point costs start increasing. If its demand reaches the level Q1, the firm can either continue to produce with the small plant or it can install the medium size plant. The decision at this point depends not on costs but on the firms expectations about its future demand.

In the limit if there is very large number (infinite number) of plants, we obtain a continuous curve which is the planning long run average cost curve of the firm. Each point on this curve shows the minimum (optimal) cost of producing the corresponding level of out put.

Therefore, the longrun average cost curve (LAC) is the locus of points denoting the least cost of producing the corresponding level of out put. The LAC is U-shaped and it is often called the "envelope curve" because it envelopes the short run average cost curves (SAC).

In the longrun, there are no fixed costs. Time is long enough such that the firm is able to vary all the factors of production and therefore all costs become variable. To increase out put therefore, the firm expands in size. Cost per unit can increase or remain constant or reduce as the firm expands in size depending on whether the firms is enjoying the advantage of expansion (economies of scale) or disadvantages of expansion (diseconomies of scale).

ECONOMIES OF SCALE

Economies of scale refers tot he advantages accruing to the firm in form of reduced average cost of production resulting from increasing the size of the firm. This is illustrated in the figure below:

From the figure, at the lowest point of the shortrun AC curve (SAC) i.e. At a, the firm begins to face the law of diminishing returns. In the longrun, the firm is expanded by hiring more units of all the factors. The expansion in size of the firm leads to the reduction in average costs from OC1, to OC2 and eventually to OC3. The trend of increasing the size of the firm and reducing average cost continues (because of economies of scale) until point C when costs per

unit output begin to increase as the firm over expands in size. This eventual increase in average cost of production is due to diseconomies of scale and is due to over expansion of the firm.

From the figure, OQ_3 is the optimum size of the firm in the longrun. Therefore, the longrun average cost curve (AC) is U-shaped because of economies and diseconomies of scale while the shortrun average cost curve (SAC) is U-shaped because of the law of diminishing returns.

Economies of scale can be classified as:

1. Internal economies of scale
2. External economies of scale

INTERNAL ECONOMIES OF SCALE

Internal economies of scale refers to the fall in Average costs of production arising from specialisation which is encouraged in the large firm. Internal economies are enjoyed by the firm in the following forms.

1. Technical Economies:

These arise out of specialisation of capital (machines) which result into reduced average cost of production.

E.g. a large firm can afford to purchase specialised machines like tractors, milking machines, etc. which lead to increased output and reduced average costs (since $AC = \frac{TC}{Q}$, increase in Q reduces AC).

2. Managerial (Administrative) Economies:

These arise out of specialization of labour which leads to efficiency; increased output and reduced average costs. A large firm can afford to employ specialists like accountants, engineers, etc.

3. Financial Economies:

A large firm can easily secure loans from financial institutions because it has securities. Financial institutions usually trust large firms.

4. Marketing Economies:

A large firm can afford to buy factors of production in bulk from many areas. It can also afford to sell commodities in bulk in several markets since it can own trucks for purchasing and distributing tasks by diversifying its input markets, a large firm buys in bulk at favourable prices which leads to reduced average costs. A large firm can also afford to advertise e.g. giving samples.

5. **Transport economies:**

When raw materials or commodities are transported in bulk, the costs per unit out put is always

low e.g. when hiring a vehicle, a large firm transporting say 10 tonnes per trip is likely to pay almost the same amount as a small firm transporting 5 tonnes per trip.

6. **Storage economies:**

Storage costs per unit out put reduce when commodities or raw materials are stored in bulk.

E.g.

when a large firm rents a store to keep 100 tonnes of commodities, it would pay the same amount

as a small firms which stores 10 tonnes in the same store.

7. **Research Economies:**

A large firm can afford to finance research e.g. by establishing a laboratory or hiring research assistants. Research can lead to new technology, increased out put and hence reduction in average costs.

8. **Welfare Economies (Social economies);**

Large firms can afford to provide their workers with facilities like houses, medical facilities, etc.

These can lead to improved efficiency of labour which leads to increased out put and reduced average costs.

9. **Risk-bearing Economies:**

A large firm can afford to pay premiums and to produce a variety of products. All these reduce risks of loss.

EXTERNAL ECONOMIES OF SCALE

These are advantages accruing to the firm in form of reduced average costs of production resulting from the expansion of the industry as a whole. In other words, they arise from the concentration of many firms in one area. They are enjoyed by all firms in the industry.

External economies of scale include:

1. Economies of concentration: This is where firms in one area:-

(a) Share training facilitate.

- (b) Share the same transport facilities and other infrastructure.
- (c) Carry out technical implements together etc. All these result into reduced cost of production in each firm since firms share costs.

2. Economies of information. Firms in one area can co-operate to enhance the formation of associations which provide information for improvements.

3. External technical economies:

Firms in one area can share specialised maintenance facilities e.g. garage, carpentry workshops etc. The sharing of costs leads to reduction in average costs in each firm.

4. External financial economies:

Firms in one area can attract new financial institutions like banks, building societies, etc.

NB: Economies of scale can also be classified as:

1. Pecuniary Economies: These arise out of paying lower prices for inputs and distribution of the product at a low cost by the large firm. They are as a result of bulk buying and bulk buying and bulk selling.
2. Real economies: These are associate with reduction in physical quantity of inputs per unit out put arising out of large scale production.

DISECONOMIES OF SCALE

These are disadvantages accruing to the firm in form of increased costs of production per unit out put arising form over expanding the scale of production. Diseconomies of scale can also be classified as:

1. Internal diseconomies and
2. External diseconomies of scale

INTERNAL DISECONOMIES OF SCALE

These arise out of over expansion of the firm. They include:-

1. Managerial diseconomies:

Supervision of workers and decision making becomes difficult co-ordination between workers and management becomes difficult. This results into inefficiency and increased costs per unit out put.

2. Technical diseconomies:

As the firm over expands, wear and tear of machines increases. Also the cost of maintaining gadgets increases.

3. Financial diseconomies:

As the result of over expansion of the firm, it becomes very difficult to get enough funds to run the firm. Also the cost will be increased by the high cost of borrowing (interest).

4. Marketing diseconomies:

It becomes difficult to get enough quantities of raw materials for the large firm. As a result, the price of raw materials may go up resulting into high cost of production. Also it becomes difficult to get enough market for commodities. This leads to high distribution costs and advertising costs.

EXTERNAL DISECONOMIES OF SCALE

This refers to increase in average costs of production of the firm as a result of over expansion of the industry as a whole. They are the result of many firms concentrating in one area. As a result of over expansion of the industry, the following would lead to increase in average cost of production.

1. Land rent would be high because of increased competition.
2. Accommodation and cost of living would be high because of competition.
3. Transport costs would increase and there would be congestion of vehicles and human beings.
4. Pollution would result out of congested factories and would affect the health of workers. Also the firm would incur costs to fight pollution e.g. purifying water, etc.

All the above factors affect all the firms in the same locality and lead to increase in cost per unit out put.

THE PRODUCT CONCEPT OF THE FIRM

In production economics, there is a strong relationship between cost of a firm and its out put. The out put can be categorised as follows:

(a) Total product (TP)

This is the total amount of a particular commodity resulting from employment of all factors of production (variable and fixed).

(b) Marginal product (MP)

In production economics, the term margin refers to addition to total. Marginal product therefore refers to the additional output resulting from employment of an extra unit of available factor.

$$\text{MP} = \frac{\text{Change in total product}}{\text{Change in variable input}}$$

If we take labour as the variable factor

$$\text{MP} = \frac{\Delta \text{TP}}{\Delta \text{L}}$$

Where Δ represent change

i.e. ΔTP = change in total product

ΔL = change in labour units

(c) Average product (AP); This is output per unit of the variable factor. It is the total product divided by the variable in puts employed.

$$\text{AP} = \frac{\text{Total product}}{\text{Total variable factor}} = \frac{\text{TP}}{\text{TVF}}$$

Table of Illustration

Variable factor	Total product (TP)	Average product (AP)	Marginal product (MP)
1	8	8	8
2	24	12	16
3	54	18	30
4	82	20.5	28
5	95	19	13
6	100	16.7	5
7	100	14.3	0
8	96	12	-4

The table above illustrate the relationship between MP, AP and TP.

Relationship between AP, MP and TP

(i) When total product is at maximum marginal product is zero.

(ii) As MP becomes negative, TP begins to decline.

(iii) When MP rises, AP is also rising and when MP begins falling, AP will be increasing at a decreasing rate.

(iv) The MP curve cuts the AP curve at its maximum point.

(v) All the MP, TP and AP at first increase at an increasing rate, then increase at a constant rate and finally begins to decline. This is explained by the law of variable proportions.

THE LAW OF VARIABLE PROPORTIONS

This law states that, as more and more units of the variable factor are employed, holding the quantities of the fixed factor constant, a point is reached beyond which the marginal product, Average product, and total product will increase at an increasing rate then increases at a constant rate and eventually they diminish. In order to understand the law of variable proportions. It is necessary to see the relationship between the fixed and variable factors at the different stages as seen above on the figure.

STAGE I

This is a stage of increasing returns. The TP, AP and MP are increasing. IN this stage the fixed factors are too much in relationship to labour (variable factor) and as capital is used intensively it becomes efficient hence TP, MP and AP will increase.

STAGE II

This is a stage of diminishing marginal product. It begins where the AP is at maximum because labour becomes inefficient as less of the fixed factor is available, i.e. additional out per worker is reducing.

STAGE III

During this stage, MP, AP and TP will all decline until MP becomes zero and the efficiency of the workers could have declined.

Conclusion from the law

1. Fixed factors like land have a limit beyond which output cannot be increased even if there is employment of more variable factor.
2. When TP, MP and AP begin to decline, it becomes unprofitable to continue producing, therefore the ratio of the variable factor must constantly be reviewed to avoid losses.
3. Employment of more units of labour does not make output increase indefinitely. The productivity of each worker decreases when the ratio of labour to the fixed factor increases.

NB: The law of variable proportions is the same as the law of diminishing returns.

SURVIVAL OF SMALL SCALE FIRMS

Despite the fact that large firms enjoy economies of scale, small firms survive alongside the large firms because:

1. Small firms do not need to advertise extensively as large firms and hence incur less costs.
2. Small firms are easy to manage. This results into efficiency and reduced costs of production.
3. Small firms do not face the problems of internal diseconomies of scale.
4. At times small firms are located far from large firms and hence they monopolize local markets despite the fact that they may be selling at higher prices than large firms which are far.
5. Some small firms use by-product of large firms e.g. sweets use the by-products of the sugar industry. The two firms cannot compete with each other.
6. Owners of small firms can easily develop personal contacts with customers. Later they can start giving credit facilities. In such a case they would maintain their market despite the fact that they may be selling at a high price.
7. Small firms may sell to customers the appropriate small quantities whereas large firms tend to sell in bulk (wholesale).
8. Where the market size is small it necessitates establishment of a small firm.
9. Some activities do not require large firms e.g. shoe shining, hair salons, etc.

THE REVENUE OF THE FIRMS

Revenue refers to the proceeds or returns realised or derived from the sale of a commodity at given price. Revenue of the firm can be looked at in 3 ways:

1. Total revenue (TR): This is the total amount of money received by the firm as a result of selling its total output produced per unit of time.

$$TR = P \times Q$$

Where Q is quantity sold and P is the price per unit

2. Average revenue (AR): This refers to revenue per unit output. It is the same as the average price.

$$AR = \frac{TR}{Q} = \frac{PQ}{Q} = P$$

Where Q is quantity

3. Marginal Revenue (MR): This is the additional revenue resulting from selling an extra unit of out put.

$$MR = \frac{\Delta TR}{\Delta Q}$$

Where ΔQ is change in output sold.

THE PROFIT OF THE FIRM

The term profit has been defined in very many ways by economists, accountants and even policies economists. In simple terms;

$$\text{Profit } (\Pi) = \text{Total Revenue (TR)} - \text{Total Cost (TC)}$$

$$\text{i.e. } \Pi = TR - TC$$

Since $TR = P \times Q$. A firm can maximise profits in 2 ways.

1. By maximizing revenue through out put maximization and increase in price of commodities.
2. By minimising costs.

Normal profits

This refers to where the firm's average cost is equal to the price (AR) at which it sells output. In other words, a firm which earns normal profits covers its opportunity cost of production or in lay man's language, it earns zero profits (i.e. $TR - TC = 0$).

Abnormal profits

This is earned by the firm which sells its out put at a price greater than the average cost ($P > AC$). In other wards, the firm sells at the price which is greater than the opportunity cost of production.

A FIRM AND AN INDUSTRY

A firm is a productive unit under unified control and management. It may be a sole proprietor, a partnership, a company or a government owned firm, e.g. a factory.

An industry is a description of several or many firm's which are engaged in producing the same kind of commodities (although each firm may be under its ownership and management, or may use its label). E.g. a tea producing industry would include all firms (factories producing tea).

DERIVING THE SUPPLY CURVE OF AN INDUSTRY

Since the industry is a combination of firms, its supply curve can be derived by horizontal summation of supply curves of the various firms in the industry. This is illustrated graphically in the figure below;

From the figure, Firm A supplies 5 units at 4 shillings per unit. While firm B supplies 6 units at the same price. In the whole industry, $5+6 = 11$ units will be supplied at 4 shillings. Note that the industry supply curve is more elastic than the supply curves of various firms in that industry.

EQUILIBRIUM OF THE FIRM AND EQUILIBRIUM OF AN INDUSTRY

The term equilibrium refers to the state of stability when there is no tendency to change.

Equilibrium of the firm refers to the point of profit maximisation when the firm has no tendency to increase or reduce output. At this point, marginal cost (MC) is equal to marginal revenue (MR). If the firm increases out put and produces beyond this point, marginal cost would be greater than marginal revenue and hence the firm would be operating at a loss. When the firm produces below the point where $MC = MR$, profits would be less because less units of output are produced. The condition for profit maximisation ($MC = MR$ at the highest level of out put) applies to all firms.

Equilibrium of an industry is reached when there is no tendency for its out put, to increase or reduce. At this point, there are neither new firms entering the industry nor old firms leaving the industry. In other words all firms are earning normal profits which do not attract new firms or force firms out of the industry immediately.

MARKET STRUCTURES

Market structures can be classified according to the number of firms in the industry as follows:

1. Perfect competition
2. Monopoly
3. Monopolistic competition
4. Oligopoly

PERFECT COMPETITION

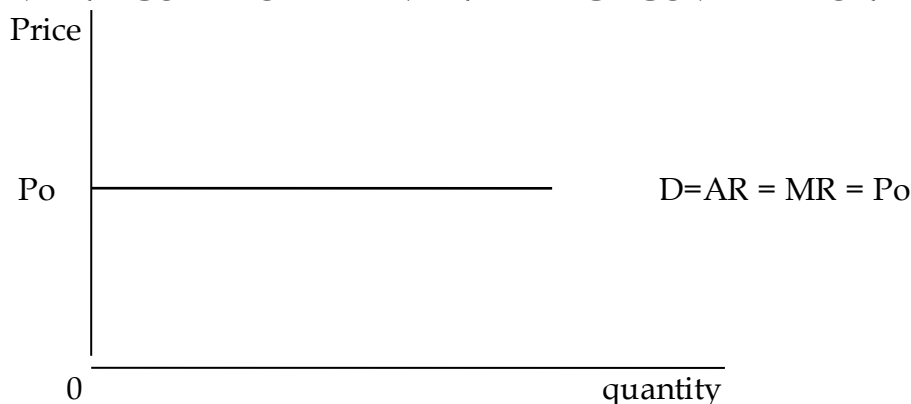
Assumptions of perfect competition

Perfect competition is a market structure which fulfils the following assumptions.

1. Many firms (sellers) of the same size. This means that one firm cannot influence the price in factor or commodity markets. Sellers are therefore price takers and not price makers. It is also assumed that there are many buyers.
2. Homogenous products: There is no product differentiation or any other form of non-price competition. Therefore competition is centred on only prices. Also consumers cannot differentiate the products produced by any firm. Due to this under perfect competition, there is no advertisement.
3. Free entry and exit: when firms earn abnormal profits (supernormal profits), other firms are free to join the market and exhaust the profits. In the long run, where there are no profits, firms are free to leave the industry.
4. Perfect knowledge i.e. no ignorance on side of buyers and producers about factor and commodity markets, or about future trends relevant to their decision - making now. Consumers are aware of prices charged in the whole market and the know the quantity of products.
5. Perfect mobility of factors of production. I.e. factors of production can move freely from one firm to another throughout the economy and raw materials are not monopolised. In otherwards, there is perfect competition in the factor market.
6. No government regulation. I.e. no government intervention I form of tariffs, subsidies, rationing, etc.
7. Profit and utility maximization. The goal of all firms is profit maximisation. All consumers (buyers), aim at maximising satisfaction (utility) and therefore buy from the cheapest source.

Note; Perfect competition satisfies all the above conditions. In pure competition, conditions number 4 and 5 are not fulfilled and thus there is an element of monopoly though sellers are price-takers.

THE DEMAND CURVE OF A FIRM IN PERFECT COMPETITION



The demand curve of a firm in perfect competition is perfectly elastic because of competition. No firm can influence the over all price in the market. The price tends to be constant at OP_o

(in the figure above). Above OP_0 nobody buys from the firm, i.e. buyers would buy from other sellers. If a firm reduces the price below OP_0 , other firms would also do the same.

SHORT RUN EQUILIBRIUM PRICE, OUTPUT WITH PROFITS IN PERFECT COMPETITION

Profit maximization (equilibrium) is attained at the profit where Marginal Cost (MC) equals Marginal Revenue (MR).

A diagram showing short run equilibrium of the firm under perfect competition

From the figure, OP_1 is the cost price per unit. With output OQ_0 , Total cost (TC) = OP_1BQ_0 .

OP_0 is the selling price per unit with the output OQ_0 , Total Revenue (TR) = OP_0AQ_0 .

$$\text{Profit } (\Pi) = TR - TC$$

$$\begin{aligned} &= OP_0AQ_0 - OP_1BQ_0 \\ &= P_1P_0AB \text{ (the shaded region)} \end{aligned}$$

Therefore, OP_0 is the profit maximising price (equilibrium price), OQ_0 is the profit maximising output (equilibrium output) and P_1P_0AB is abnormal profits (supernormal profits).

LONGRUN PROFIT MAXIMISATION IN PERFECT COMPETITION

Because there is free entry of firms, in the longrun, other firms are attracted by the abnormal profits to join the market and hence form the industry. As a result, total output would increase leading to fall in price and fall in profit until when all firms start to earn normal profit.

The figure shows that, in the longrun, profit maximisation of a firm in perfect competition is at point (e) where longrun marginal cost (LMC) is equal to marginal revenue (MR). This point is at the lowest point of the longrun. Average cost curve (LAC) output OQ_1 is produced at cost of OP_1 per unit and sold at the price OP_1 . Since $P = AC$, (and $TR = TC$), the firm is earning normal profit (zero profit). This applies to all firms in the industry. A firm which covers only its average cost (which sells at $P = AC$) is called a marginal firm.

THE SHUT DOWN POINT AND BREAK EVEN POINT

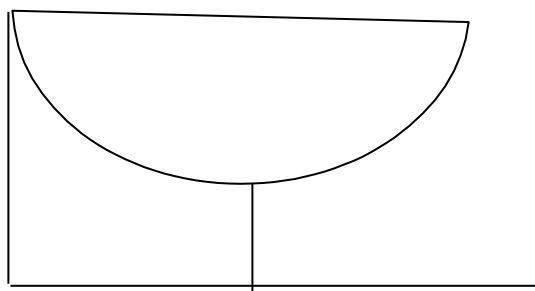
From the figure we note the following:

1. In shortrun, the firm in perfect competition produces output OQ_1 and sells it at price OP_1 , earning abnormal profits P_1P_4DA .
2. In the longrun, the abnormal profit attracts new firms to join the market and form the industry. This leads to increase in total output which results into fall in price from OP_1 to OP_2 . All the firms earn normal profits. (Since $P = AC$) at point B. This point B where the firm neither incurs losses nor earns profits is called the **Break-even point**.

3. Because of competition and increased total out put, the price can even fall to OP3. This price (C) below which the firm cannot operate is called **shut down point**. At this point, $P = AVC$. In other words the firm just covers the variable costs of production. Below the shut down point, $P < AVC$ and therefore, the firm would not operate because it cannot cover variable costs e.g. cost of raw materials, wages, etc.
4. The supply curve of a firm in perfect competition is that part of the marginal cost curve above the point where price (P_3) = AVC i.e. above point C or above shut down point. Below point C, the firm cannot supply anything since it cannot cover variable costs.
5. A firm can keep on operating even if it does not cover the total costs of production (between B and C) This is because of the following factors:
 - (a) In the short run, the firm would keep on operating provided it covers variable costs. E.g. it can buy raw materials, pay wages etc., though it cannot cover fixed costs like insurance, rent, etc.
 - (b) It may expect to enjoy economies of scale in the long run, i.e. to produce at low costs and earn profits.
 - (c) If a firm is run by the government, and is vital to society, it would afford to operate at a loss, e.g. water supply, roads, electricity supply, etc.
 - (d) The goal of the firm may be to provide employment for members of the family. In such a case it would keep on operating at a loss in the short run.
 - (e) When the producer has invested in many assets in the business, he/she may be reluctant to sell them and hence keep on operating hoping to make improvements.
 - (f) The firm may have prospects of securing a loan from financial institutions so as to make improvements, reduce costs and earn profits.
 - (g) The entrepreneur may want to maintain his/her reputation and good faith to the public and to his/her customers.
 - (h) The entrepreneur may adopt new and better methods of production. He/she can try to reduce costs of production by reducing the number of workers, changing the administration, etc.

ADVANTAGES OF PERFECT COMPETITION

1. In the long run, there is efficiency in production and full utilisation of factors of production. Every firm produces at the minimum point of the Average cost curve as shown in the figure below.



OQo = Optimum out put

At L , there is no excess capacity

2. In the longrun, consumers enjoy high standard of living because more commodities are produced and sold.
3. There is no wastage of funds in advertising which would lead to high costs and high prices.
4. There is high out put because of free entry of firms in the market.
5. Competition leads to quality improvement in all firms.
6. Resources are well utilised by efficient firms, inefficient (high cost) firms are pushed out of the market.

DISADVANTAGES OF PERFECT COMPETITION

1. Commodities produced are homogenous and therefore consumers cannot enjoy a variety of differentiated products.
2. In the longrun, expansion of the firm may be very difficult because there are no enough profits to “plough back”.
3. Research may be impossible because the profit realised is not enough to cater for research activities.
4. Prices tend to be constant and demand is elastic. This limits sellers to carry out price discrimination.
5. There is a high risk of unemployment when inefficient firms are pushed out of the market.
6. Public utilities like water supply, roads, etc. may not survive in perfect competition. This calls for government intervention.
7. Assumptions of perfect competition are unrealistic and may be misleading and difficult to attain in the real situation.

MONOPOLY

Monopoly is a market situation where there is one seller of a product which has no close substitutes. Entry of new firms is restricted and there is no persuasive advertising. In pure monopoly, there is one firm which deals in a product that has no substitutes at all. In practice, there is no pure monopoly because there is no commodity which has no close substitutes at all. Monopoly is a market situation where there is one buyer of a commodity or a factor of production e.g. one employer.

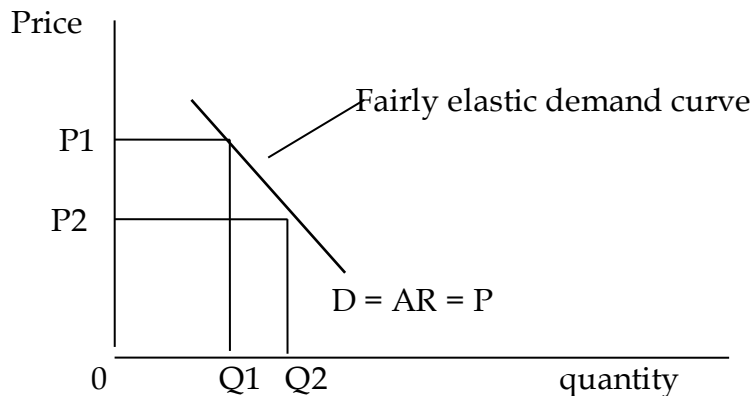
FACTORS WHICH GIVE RISE TO MONOPOLY (the basis of monopoly)

1. Patent rights e.g. writers of books, where the law forbids other firms to deal in the commodity.
2. Ownership of strategic raw materials, usually under government control e.g. minerals.
3. Exclusive methods of production e.g. doctors.
4. Long distance among producer’s where each producer monopolizes the market in his/her locality (spatial monopoly).
5. Advantages of large scale production which do not allow small competitors to compete successfully with large firms. Also where there is room for only one seller e.g. roads and

railways in Uganda. Such undertakings are usually controlled by the government i.e. they are public utilities. In such cases, the market is said to have created natural monopolies.

6. Protectionism. This is when trade barriers are imposed on the product to exclude foreign competitors. In such cases the home producer may become a monopolist.
7. Take overs and mergers. "Take over" is when one firm takes over the assets and organisation of another where as mergers are formed when firms combine their assets and organisations into one to achieve strong market position. Both situations may result into a monopolist firm.
8. Collective monopoly or collusive monopoly. This is where firms come together in a formal or informal agreement (cartel) to achieve monopoly power. Such firms can fix quotas (maximum out put each may put on the market). They may also set the price very low with the objective of preventing new entry of other firms. This is called limit pricing. An example of a monopolist firm in Uganda is Uganda railways corporation (URC) which handles railway transport.

THE DEMAND CURVE FOR A MONOPOLIST



The demand curve for a monopolist firm is fairly elastic. The seller can determine either price or quantity but not both i.e. if he/she fixes a high price (OP1), quantity demanded would be low (OQ1). If he/she supplies much of the commodity (O Q2), the price would be low (OP2). In such a situation the seller is a price maker because he/she can influence the price in the market.

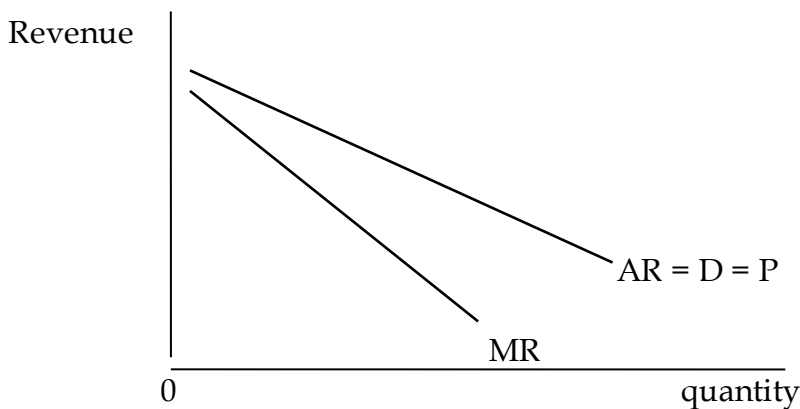
AVERAGE REVENUE AND MARGINAL REVENUE UNDER MONOPOLISTIC COMPETITION

Unlike perfect competition where MR and AR are equal, under monopoly, AR lies above MR. The reason is that since demand is downward sloping in order to sell an extra unit, the price must be decreased. The additional revenue therefore is less than the price at which that unit is sold.

In monopoly, AR falls as more units of output are produced and sold. MR is always less than AR.

Out put	Price (AR)	Total Revenue (TR)	Marginal Revenue (MR)
1	10	10	-
2	9	18	8
3	8	24	6
4	7	28	4
5	6	30	2
6	5	30	0
7	4	28	-2

Graphical representation



MARKET SITUATION FOR A MONOPOLIST

As in other firms, the monopolist maximises profit when $MR = MC$, at the highest level of output.

A diagram showing profit maximisation of the firm under monopoly

In the figure, OP_1 is the cost price per unit and OQ_e is the total quantity bought. Therefore Total cost = $OP_1 CQ_e$ OP_e is the selling price per unit, with, output OQ_e , Total revenue = OP_eAQ_e .

$$\text{Profit} = TR (OP_eAQ_e) - TC (OP_1 CQ_e) Q_e = P_1 P_e AC$$

Point (B) is equilibrium point where $MC = MR$.

The monopolist firm produces at excess capacity i.e. OQ_e is below the lowest point of the AC curve which is at point D. Since costs are still falling, the firm could still produce more out put up to OQ_1 . But in order to keep the price up, it produces less than optimum.

ADVANTAGES OF MONOPOLY

1. There is no duplication of services and this saves resources e.g. if there is one Hydroelectric power plant there may not be the need to set up another one in the same area.
2. Economies of scale can be enjoyed by the firm because it is capable of expanding using the abnormal profits earned.
3. There is a possibility of price discrimination (i.e. selling the same commodity at different prices) which benefits the low income earners.
4. Research can easily be carried out using the abnormal profits.
5. There is no wastage of resources in persuasive advertising which leads to increase in prices.
6. Public utilities like roads, telephone, etc. are easily controlled by the state as a monopolist.
7. "Infant" industries can grow up when they are monopolies and are protected from competition.

DISADVANTAGES OF MONOPOLY

1. Because there is no competition, the firm can become inefficient and produce low quality products.
2. Monopolist firms produce at excess capacity i.e. they under utilise their plants so as to produce less out put and sell at a high price.
3. Monopoly firms may charge higher prices than firms in perfect competition.
4. In case a monopolist stops producing, there would be shortage of the commodity.
5. Monopolist firms tend to exert pressure on the government and at times they can influence decision making because they are controllers of production.

MEASURES TO CONTROL MONOPOLY

Because of the above disadvantages of monopolies, the following methods can be used to control their activities.

1. The government can fix prices of commodities.
2. Taxation. The government can impose taxes on monopolist firms to tax away the abnormal profits. However, the monopolist can shift the burden of taxes on to the buyers in for of high prices.
3. Anti-monopoly (Anti trust) legislation i.e. laws imposed to control monopolies. Such laws can prohibit monopolisation, and collusion among firms to raise prices or inhibit competition.
4. Nationalisation of monopoly firms by the government.
5. Subsidization. New firms can be subsidized so that they compete with the monopolist firm.
6. Removing the basis of monopoly e.g. removing tariffs on imported goods.

PRICE DISCRIMINATION UNDER MONOPOLY

Price discrimination exists when a commodity is sold at different prices irrespective of the cost of production. Examples include different seats in a theatre or stadium, different grads in a hospital (grade A and Grade B), doctors services, etc.

DEGREES OF PRICE DISCRIMINATION

There are three degrees (types) of price discrimination

(a) First degree or perfect discrimination

This type exists if a monopolist is able to charge each consumer for his good the maximum price that the buyer would be willing to pay rather than go without the good. The monopolist is able to sell each unit of his goods the maximum price. At this degree of price discrimination all the consumers surplus is taken away by the seller.

(b) Second degree price discrimination

This is when a monopolist charges the consumers a lower price when he purchases larger quantity of the good conversely, a higher price is charged to a consumer who buys a smaller quantity. At this degree part of the consumers' surplus is taken away.

(c) Third degree of price discrimination

This is when the monopolist gets more revenue by separating his market into sub-markets and a different price is charged in each market.

CONDITIONS FOR PRICE DISCRIMINATION

1. The commodity must be sold by a monopolist.
2. Elasticity of demand should be different in different markets. A higher price should be charged in the market where elasticity of demand is low and where elasticity of demand is high, a lower price should be charged.
3. The cost of dividing the markets should be very low e.g. in cases of dumping, costs of transport should be low.
4. Buyers should not know how much is charged on others. This is possible especially where goods are sold on order.
5. It should be impossible for buyers to transfer the commodity from where the price is low to where the price is high. This is possible especially with services of doctors, teachers, etc.

NB Price discrimination may also be used to sell units of the same commodity at different prices to the same customer e.g. telephone charges high on 3 minutes and then low on other minutes.

ADVANTAGES OF PRICE DISCRIMINATION

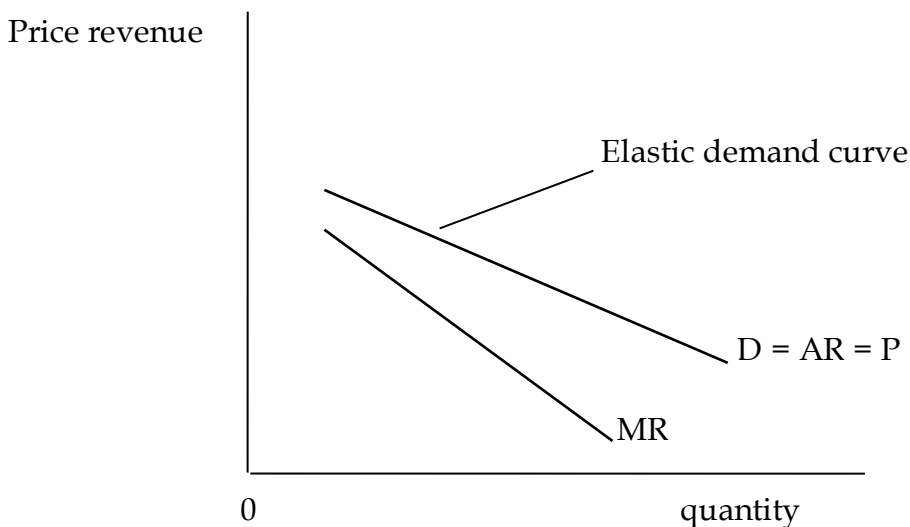
1. It enables the poor to get essential services at low prices e.g. cheap houses to civil servants, doctors charging low prices on poor patients.
2. To the producers, it increases total revenue because output sold increases.
3. It is one way in which the rich subsidize the poor thus a method of income distribution. The rich are charged highly on commodities while the poor are subsidized on the same commodities.
4. It increases sales and consumption e.g. for electricity, the first units, may be charged higher price than other extra units. Therefore, the more units of electricity you use the less charger you would pay for extra units.
5. It helps producers to dispose off surplus commodities e.g. dumping.

MONOPOLISTIC COMPETITION

Monopolistic competition market structure has characteristics similar to that of perfect competition except that the commodity dealt within monopolistic competition is not homogeneous. Products are differentiated (but they are close substitutes). Product differentiation may be in form of packing, design, quality, branding, etc.

There is need for persuasive advertising in monopolistic competition. Because of product differentiation, the seller has some control over the market price. Examples are small restaurants, hair salons, shoe repairs, etc.

THE DEMAND CURVE OF A FIRM IN MONOPOLISTIC COMPETITION



The demand curve for a monopolistic competitor is more elastic than that of monopoly because of the presence of close substitutes in the former. MR is below the AR as in case of monopoly. The demand curve is downward sloping because each firm has monopoly power over its product and is not a price taker.

SHORT-RUN EQUILIBRIUM OF A FIRM IN MONOPOLISTIC COMPETITION

Profit maximization (equilibrium) for a monopolistic competitor in the short run is reached where $MR = MC$. At this (C) equilibrium quantity is OQ_e and equilibrium price is OP_e . In the short-run, abnormal profit (P_1P_eAB) is earned. The firm produces at excess capacity (excess capacity is Q_eQ_1) because it produces less output than the optimum (OQ_1).

LONG - RUN EQUILIBRIUM OF A FIRM IN MONOPOLISTIC COMPETITION

From the figure we note the following:-

1. In the long run equilibrium is attained at point E_1 where longrun marginal cost curve (LMC) = MR . Output OQ_e is produced and sold at price OP_e , normal (zero) profit is earned by all firms. (Since $P = AC$).

2. Because of free entry of new firms, in the longrun the demand for the product is shared among more brands. Therefore, the demand curve would keep on shifting to the left until a point is reached where the demand curve is tangent to the ATC (LAC) curve. At equilibrium, normal (zero) profit is earned and there is excess capacity, (OQ_1 , $-OQ_e = Q_e$ Q_1) because the firm is producing output less than the optimum (Lowest point of the AC curve). So production efficiency is not achieved under monopolistic competition. In order to maintain the market share, the seller has to advertise.

ADVANTAGES OF MONOPOLISTIC COMPETITION

1. Produce differentiated products that enables consumers to get a variety of products.
2. Firms compete to make improvement on the quality of products.
3. In case one firm collapses, substitutes are available.
4. The price charged is lower than that of a monopolistic because of competition from substitutes.

DISADVANTAGES OF MONOPOLISTIC COMPETITION

1. There is under utilization of the plant in the short-run and in the long-run. There is excess capacity and output produced is lower than that produced by a firm in perfect competition.
2. In the long run, there is no profit to make improvements so the firms may not expand to enjoy economies of scale.
3. The price charged on buyer is higher than in perfect competition.
4. In the longrun, there are no profits to invest in research since the firm earns normal (zero) profits.
5. To maintain the market share, the seller has to advertise. This increases costs and the price.

OLIGOPOLY

This refers to a market structure within which firms are aware of the mutual interdependence of sales, production, investment and advertising plans. Hence manipulation by any firm of variables under its control is likely to evoke retaliation from competing firms. These features are commonly described to markets in which the number of sellers are few. Where such competition is between two firms, the market is called DUOPOLY.

CHARACTERISTICS OF OLIGOPOLY

Oligopoly is a market structure characterised by the following:-

1. Few, unequal, competing firms. Each firm, though faced with competition from other firms, has enough market and therefore cannot be a price taker.
2. Non-price competition e.g. advertising, quality of services, etc. If one firm reduces the price, others would do the same and all firms would end up losing.
3. Each firm is concerned with the activities of other firms so as to act accordingly e.g. it can reduce the price when others reduce the price.
4. In most cases there is product differentiation.
5. The demand curve under oligopoly is kinked. It is elastic above the kink and inelastic below the kink.

6. Different pricing behaviour take place like
 - Imperfect collusion
 - Perfect collusion
 - Price administration

THE DEMAND CURVE, MR CURVE AND EQUILIBRIUM OF A FIRM IN OLIGOPOLY

The market situation of a firm in oligopoly is illustrated in the figure above.

The demand curve is ABD and marginal revenue curve is ACD MR. From the figure we note the following:-

1. The price and demand curve. The price (OP1) is administered by the biggest price firm or by the low cost firm. If a firm increases the price above OP1 it would lose its market. Therefore, the demand curve is fairly elastic above the administered price (OP1). If a firm reduces the price below OP1, other firms would do the same leaving the market for each firm constant. So the demand curve is less elastic below the administered price. When the 2 demand curves are combined, they make a kinked demand curve.
2. The marginal Revenue curve: Because of the 2 demand curves, the marginal Revenue (MR) curve also has 2 parts. The 2MR curves are separated by a gap (CD). When the firm increases the price above OP1, its market share would reduce thus a reduction in MR is large above OP1. When the firms reduces the price below OP1 its market share remains almost constant and therefore the gain in revenue (MR) is less below OP1.
3. Equilibrium; Equilibrium is attained at the point where $MR = MC$. The MC meets MR curve in the discontinuous gap (CD) and the position of MC in the gap does not affect equilibrium. At equilibrium, OQ1 is produced and sold at administered price OP1. The above analysis is on shortrun market situation of oligopoly.

In order to avoid under selling each other ("the price war"), firms may come to an agreement (a carter) where they fix quotas and at times fix the price to restrain competition such collusion makes oligopolists behave like a monopolist.

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Course Name	: Business Law and principles
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Course Description

The Course intends to cover introduction to Law which includes; classification of law, purposes of law, and generally the meaning of Law, explaining the law of contract, a more description of Company law , mechanisms of company formation, share holding in a company and its implication to company owners, debentures and borrowing, liquidation of a company and company employment contracts.

Course Objectives

- To help students attain legal principles relating to corporate business.
- To enable students gain knowledge about rights and duties of different parties involved in business/ contracts.
- To help them appreciate the exact role of law in society.
- To provides confidence to students who have a career in formation of companies and how they can manage them under legal procedures.

Course Content

Introduction to Law

- Meaning of the term Law
- The nature of law
- Purpose of law
- Kinds or classification of law
- Sources of Law
- Distinction between common law and equity
- Maxims of equity
- African customary law

The Law of contract

- Description of the term law of contract
- Basic elements of contracts
- Essentials of a valid contract
- Valid contracts against minors
- Contracts not bidding on minors unless ratified (avoidable)
- Consequences of the contract on minors
- Reality of consent
- Discharge of a contract
- Remedies for breach of contracts
- Classification of damages

Company Law

- Nature of a company
- Classification of companies
- Consequences of incorporation
- The veil of incorporation

- Statutory lifting of the veil
- Promotion and formation of the company
- Pre-incorporation contracts

Mechanism of formation of a company

- Documents required for company registration.
- Effects of registration and the role of registrar.
- Contents of the memorandum of association of a company.
- Contents of articles of association.
- Prospectus of a company.
- Issues and contents of the prospectus.
- Liability in respect of prospectus

Shares

- Definition of shares
- Methodologies of becoming a shareholder
- Payment for shares
- Transfer of shares
- Procedure for transfer
- Mortgage of shares
- Conversion of shares into stock
- Types of share capital
- Classes of share capital

Debentures and Borrowing

- Authority to borrow
- Description of debentures
- Issue and transfer of debentures

Directors and officers of the company

- Definition of a director
- Termination of directorship
- Remuneration of directors
- Powers of directors
- Proceedings of the directors director's relating to accounts

Liquidation

- Definition of the term liquidation
- Bases for winding up by the court
- Voluntary winding up
- Winding up subject to supervision of court

Employment contracts

- Contract of service and independent contractor
- The control test
- The integration test
- The economic reality test
- Relationship between employer and employee
- Formation of contract
- Duties of an employer and employee
- Termination of a contract

- Repudiation of contract by employee

Mode of delivery Face to face lectures

Assessment

Course work 40%

Exams 60%

Total mark 100%

THE NATURE, PURPOSE AND KINDS OF LAW

Definition

The law is the body of principles recognised and applied by the state in the administration of justice; or A rule of human conduct imposed upon and enforced among the members of a given state.

From the above definitions, we may conclude that Law refers to a set of rules or principles that govern the conduct of affairs in a given community at a given time, whereby machinery is provided for an aggrieved party to enforce his rights in case any of these rules or principles is broken.

The following points are noticed from the above definitions of law:

1. Set of rules

Law is a set or body of rules. The rules may originate from customs, Acts of Parliament, Courts of Law or some other acceptable sources.

2. Guidance of Human conduct

The rules are enforced for the guidance of human conduct. Human beings follow these rules for their own safeguard and betterment.

3. Applicable to a community

These rules apply to a specific community. This community may be a sovereign state or a business community. The laws of different communities may be different, for example what is law in Uganda, may not be law in Kenya or Tanzania.

4. Change of Rules

The law changes over a period of time. It means law is not a static phenomenon. It keeps changing with time, i.e. what was law in Uganda in the 1960's may not be the law in 1990's.

5. Enforcement

The law must be enforced, otherwise, there would be no anarchy. The law enforcing agencies include: Police and courts of Law.

PURPOSE OF LAW

Each society or community has its laws which regulate the mutual relations and conduct of its members. The laws are enforced to ensure that the members of the society may live or work together in an orderly and peaceful way.

The main purposes of law include the following:

1. To regulate the conduct or behaviour of the people.
2. To provide justice to the members of the society.
3. To maintain the political and economic stability.
4. To protect the fundamental rights and freedoms of the individuals.
5. To establish the procedures and regulations regarding the dealings among the individuals.
6. To maintain the peace and security in the country.

KINDS OR CLASSIFICATION OF LAW

Law may be classified in the following ways:

1. Public law and Private law.
2. Criminal law and Civil law.
3. Procedural law and substantive law.
4. International law.

1. Public law and Private law

There is distinction between the law that governs the relations between the state and its citizens on one hand and that which governs the relations of the citizens among themselves on the other hand. The first one is known as Public Law and the second one Private Law.

It means that private law is that part of the law which is primarily concerned with the rights and duties of persons towards persons. Private law is also called civil law. Public law is that part of the law which the state has an interest. Public law consists of constitutional law, Administrative law and Criminal law.

Constitutional law consists of those rules which regulate the relationship between different organs of state. The organs of state are legislative, judiciary and the executive.

Administrative law is the law which relates to the actual functioning of the executive instruments of the government. Criminal law consists of wrongs committed against the state.

2. Civil law and Criminal law

Civil law (private law) is the law which governs the relations of individuals among themselves as opposed to the relations between the individual and the state, for example law of contract, law of succession, law of torts, law of property, etc..

In general individual interaction attracts the sanction of private law, so that any person aggrieved by the act of his friend or neighbour may seek the assistance of civil law.

Criminal law falls within public law, this is because, it is the duty of the state to protect its citizen and it is the state which must therefore seek redress for any public wrong (crime) committed against any citizen.

The state prosecutes the criminal on behalf of the citizen, the victim, of the criminal conduct has no direct interest in the case.

Crime is a public wrong, the commission of which may result in the prosecution and punishment of the wrong doer. The punishment is usually by a term of imprisonment or imposition of a fine.

A civil wrong is a violation of the private rights of an individual. Such violation of private rights may be a tort, a breach of contract etc..

Distinction between a crime and civil wrong

CRIME	CIVIL WRONG
It is a public wrong against the state	1. It is a private wrong against an individual
2. The parties are the prosecution and the accused. The prosecution represents the state, while the accused is the offender who is being prosecuted	2. The parties are the plaintiff and the defendant The plaintiff is the aggrieved party who is suing, while the defendant is the wrong doer who is being sued.
3. Punishment is usually by imprisonment or fine, or the death penalty in the case of capital offences.	3. A defendant found to have committed a civil wrong is usually order to pay to the plaintiff damages (monetary compensation)

3. Procedural law and Substantive law

Procedural law consists of the rules, which determine the way in which the court proceedings are required to be conducted in civil and criminal cases. This law guides how a right is enforced under civil law or a crime is prosecuted under the criminal law.

Substantive law consists of actual rules regarding the civil, criminal and other fields. This law defines civil and criminal wrongs and provides remedies for each type of offence or civil wrong.

4. International law

International law may be further classified as public international law and private international law.

Public international law consists of those rules which regulate the relations between states. The disputes between states can be settled by the international court of justice,

Private international law is mainly concerned with determining which national law governs a case in which there is a foreign element. For example, a foreigner commits a crime in Uganda, then private international law will decide which laws to use to prosecute the foreigner.

DIVISIONS OF CIVIL LAW

The main divisions or branches of civil law are the following:

- Law of contract
- Law of torts
- Law of Property
- Law of succession, etc..

THE SOURCE OF LAW

Sources of law refer to the various factors which contribute to and determine the content of law and the organs through which laws are created.

A source of law is that which may be pointed out as forming the basis of law, i.e. what gives it its force and validity. It means that the existence of a particular principle of law can be justified when it has a base or origin.

A source of law may be written or unwritten and this leads to the distinction between written and unwritten laws. Legislation (constitution) is the best example of written law, while customary law may be cited as an example of unwritten law.

A distinction is also drawn between principal and subsidiary sources of law. Legislation is a principal source of law, while the works of text writers are example of subsidiary sources of law.

In general sources of law includes the following:

1. The constitution of Uganda and subsequent amendments to the constitution.

2. Acts of Uganda Parliament.
3. Subsidiary (delegated) Legislation.
4. The procedure and practice observed by courts of Justice.
5. The substance of common law and doctrines of equity.
6. African customary law.
7. Case law or judiciary precedent.

COMMON LAW

Unlike statute law, common law is unwritten law. It has a distinctively English origin. From the earliest times, certain oral customs of the English came to be recognised as having general application in the whole of England. Principles of law were slowly evolved from these customs and because they were of general application they yielded what came to be known as the common law.

Common law as such cuts across the whole spectrum of the legal system. It covers matters like contract, torts, property relations, status, etc.. A number of common law rules have been codified by statute and these now form part of the written law of the land.

EQUITY

The word equity as such literally means fairness or natural justice. Fairness and justice as opposed to the common law which is unfair in a number of respects and unjust in other respects.

Development of Equity

The fact that there is only a limited category of rights at common law means that in those days when there was only common law and common law courts, persons whose unrecognised rights were infringed were sent away without any remedy at all. For example, if a trustee misappropriated trust property, the beneficiary had no remedy against him. In certain cases, the remedy available at common law was quite insufficient. The usual common law remedy is that of damages. Common law did not sufficiently cater for cases such as trespass where the aggrieved party might wish to have the offending party restrained from committing further acts of trespass. All these were defects which frequently worked as injustice in a number of cases.

It was as a result of the above injustice that equity was developed. It was guided by the desire to be fair and to do justice, so where no remedy existed at common law new remedies were created, where the existing remedy was insufficient, this was supplemented by new remedies. These came to be known as rules of equity and new body of law.

DISTINCTION BETWEEN COMMON LAW AND EQUITY

COMMON LAW	EQUITY
Traditionally, Common Law was rigid and inflexible. It was bound	Equity is based on fairness, conscience and moral code. This

by rules of bureaucracy.	allows greater flexibility
The Common Law is a complete system. It was first in time and was intended to be all encompassing.	Equity supplements the common law. It is often regarded as adding a "gloss" (something good) to the common law by recognising principles of fairness.
The only remedy available under the common law is damages.	Equity has many different remedies, each appropriate to the given situation.
There is set time limits under which an action must be brought under the common law. The limitation Act impose limits on commencement of proceedings.	There is no strict time limit for bringing an action in equity, although the principle "delay defeats equity" applied to impose the overall burden of reasonableness on the claimant.

Like common law, equity is unwritten law, which may similarly be ascertained from judicial decisions and books of authority.

MAXIMS OF EQUITY

The Maxims (or sayings) of Equity. The fairness or justice of equity is best illustrated by its maxims.

1. Equity will not suffer a wrong to be without a remedy.
The only common law remedy is damages but, as has been seen this is often not adequate or appropriate. Equity provides other remedies such as injunction, specific performance and rescission.
2. He who comes to equity must come with clean hands.
In order to expect and get a remedy based on fairness the claimant must be fair himself. This means that he should not have been guilty of any improper or inequitable conduct.
3. Delay defeats equity
There are no set time restrictions on the bringing of an action in equity, but the claimant must commence his case within a reasonable time of the breach or incident concerned, he should not have usually delayed.
4. Equity looks to the intent rather than to the form.
Equity relies upon the principle of fairness. The intention of the parties should be examined.
5. He who seeks equity must do equity.
Thus a plaintiff seeking the assistance of equity must himself act or have acted equitably.

AFRICAN CUSTOMARY LAW

African customary law has been recognised as a source of law. Customary law applies subject to the following limitations.

1. It must be compatible with the written law. Thus as a source of law, customary law is subordinate to legislation or written law, and in the event of conflict it must give way to the written law.
2. It only applies in civil cases or matters. Thus, customary criminal law is not recognised source of law.
3. It must not be repugnant to natural justice.
A custom can only be recognised as a source of law if it passes this repugnancy test. For example in *Gwao bin Kilimo vs Kisunda* (1938) E.A. T.Z. a custom that allowed a man's property to be attached in satisfaction of his son's debts was held not to have passed the repugnancy test and the custom therefore was inapplicable.
4. It only applies where it has not been excluded by the parties whether by express contract or by the nature of the transaction in question.

A claim under customary law means a claim concerning any of the following matters under African customary law:

1. Land held under customary tenure.
2. Marriage, divorce, maintenance or dowry.
3. Pregnancy of an unmarried woman or girl.
4. Enticement of or adultery with a married woman.
5. Matters affecting status and in particular the status of women, widows and children including guardianship, custody, adoption and legitimacy.

Before an African custom can be relied upon, there is need to prove that it actually exists.

CASE LAW OR JUDICIAL PRECEDENT

Case Law is found in judicial decisions or judgements. It is law pronounced by the judges and this explains the common reference to judge-made law. It is also known as judicial precedent.

The Doctrine of precedent

The Doctrine of Precedent form the basis of case law. The principle behind the doctrine is that in each case the judge applies existing principles of law by following the example or precedent of earlier decisions. It is in this way that the judges may expand and develop the law.

There are four types of precedent:

1. Declaratory precedent

Where a judge applies an existing rule of law without extending it, he is merely declaring the law and his judgement forms what is known as a declaratory precedent.

2. Original precedent

It may happen that in a particular case there is no precedent (or previous decision) on which the court can rely. The judge must then decide the case on the basis of general principles of law. In this way, he lays down an original precedent to be followed in future in a similar case.

3. Distinguishing precedent

Applying an earlier decision may sometimes lead to injustice in a particular case. If the court is satisfied that the earlier case was correctly decided on its own facts, or where the earlier case is a decision of a court superior to the one now considering the case, the only way out is to distinguish the earlier case from the one on hand. This is done by establishing that the facts of the earlier decision are different from those in the case on hand in a material respect, so that the earlier case is held not to apply. The earlier case remains law in its own circumstances, while the one on hand also becomes law.

4. Overruling precedent

A case is said to be overruled if it is expressly deprived of all legal effects so that it ceases to have any authority at all. Overruling is usually done where it is felt that the earlier case was wrongly decided or that it was decided without regard to an existing and legally tenable authority or principle of law.

Ratio decidendi (reason for the decisions)

It is not every part of the case that forms the precedent. Normally, judges give reasons for their decisions. These are known as the ratio decidendi of the case.

Obiter Dicta (by the way)

This refers to statements made (by the way) in the course of a judgement. Such statements may be comments on the law, but unlike ratio decidendi they do not create any precedent at all. However, where there is no precedent in a particular case, the obiter dicta contained in the previous decision, though not binding, are of persuasive authority and may be relied upon as establishing a general principle on which to rely.

Stare Decisis (let the decision stand)

Stare Decisis means (let the decision stand). Stare decisis determines the weight to be attached to particular precedents. The hierarchy of courts is such that some courts have greater authority than others. The general rule provided by the doctrine of stare decisis is that a decision made by a court higher up in the hierarchy binds all lower courts i.e. it must be followed by the lower courts. A lower court cannot therefore over-rule a higher court on any decision.

Advantages of case law

1. Certainty

Certainty is especially achieved by the doctrine of precedent. The Doctrine makes it easy to know what the law is on a particular matter, and by looking at previous decisions one can predict the outcome of a particular case.

2. Flexibility

Since society is not static and changes are phenomenon that must be accepted, the law too has got to change so as to accommodate those changes. Case law has room for such change because a decision which might at a given time result in injustice on a particular case may be distinguished or overruled in keeping with the demands of justice as they arise from time to time.

3. Detailed

With case law, every principle of law or equity is discussed at length in a series of judgements so that in the end we have at hand the full details of any one given principle.

4. Practicable

Case law is based on real factual situations. It is therefore more practical and its limitations are easier to determine.

Disadvantages of Case law

1. Rigidity

The Doctrine of precedent, though it helps to introduce some measure of certainty in the law, the earlier decisions have got to be followed, the judge has less discretion and an element of rigidity is thereby introduced in the law.

2. Over subtle

To be subtle is to be sharp or sharp-minded. And this is exactly what judges are meant to be. Unfortunately, they are sometimes over-subtle, particularly where they do not wish to follow a particular decision made earlier on by some other judge.

3. Bulky and complex

Case law is embodied in a multitude of decisions made over a number of years and contained in a number of volumes of law. It is therefore, unnecessarily bulky and complex. A person wishing to rely on a particular decision must look at a number of subsequent decisions on the same matter to ascertain whether it is still law or whether it has been overruled.

THE LAW OF CONTRACT

A contract may be defined as an agreement enforceable by the law between two or more persons to do or abstain from doing some act or acts, their intention being to create legal relations and not merely to exchange mutual promises, both having given something or having promised to give something of value as consideration as a benefit derived from the agreement.

The definition emphasises the basic elements of contracts such as:

- An agreement
- An intention to create legal relations

- Valuable consideration

THE ESSENTIALS OF A VALID CONTRACT

Essential elements of the formation of a valid and enforceable contract can be summarised under the following headings:

- There must be an intention to create legal relations
- There must be an offer and acceptance
- There must be consideration or the contract must be under seal
- There must be contractual capacity
- There must be genuineness of consent by the parties to the terms of the contract (consensus ad idem)
- The object of the contract must be lawful i.e. it must not be contrary to public policy

In the absence of one or more of these essentials, the contract may be void, voidable or unenforceable.

A void contract

A void contract has no binding effect at all and in reality the expression is a contradiction in term.

Avoidable contract

Is binding but one party has the right at his option to set it aside or to withdraw.

An unenforceable contract

Is valid in all respects except that it can not be enforced in a court of law by one or both of the parties should the other refuse to carry out his obligations under it. However, an unenforceable contract does have some life because it can be used as a defence to a claim.

VALID CONTRACTS AGAINST MINORS

- Executed contracts for necessities. These are defined in Sec. A 1979 as "Goods suitable to the condition in life of the minor and to his actual requirements at the time of sale and delivery".

If the goods are deemed necessities the minor may be compelled to pay a reasonable price which will usually, but not necessarily be, the contract price. The minor is not liable if the goods, though necessities, have not been delivered. This together with the fact that a minor's liability for necessities is only quasi-contractual.

If the goods (services) have a utility value such as clothing, then, they are basically necessities whether the minor will have to pay a reasonable price for them depends on the following:

- The minor's income which goes to his condition in life. If he is wealthy then quite expensive goods and services may be necessities for him provided they are useful.

- The goods which the minor already has is also relevant. If the minor is over supplied with the particular articles then they will not be necessities even though they are useful and are well within his income.

- Contracts for the minor's benefit.

These include contracts of service, apprenticeship and education. However, trading contracts of minors are not enforceable no matter how beneficial they may be to the minors' trade and business. The theory behind this rule is that when a minor is in trade his capital is at a risk and he might lose it. Whereas in a contract of service there is no likelihood of capital loss.

CONTRACTS NOT BINDING ON MINORS UNLESS RATIFIED (VOIDABLE)

Loans

These are not binding on the minor unless he ratifies the contract of loan after reaching 18 years which he may now legally do. No fresh consideration is now required on ratification.

Contracts for non-necessary goods (luxury)

These are not binding on the minor unless he ratifies the contract after reaching 18 years which he may now legally do. Although the above contracts are not enforceable against the minor, he gets a title to any property which passes to him under the arrangement and can give a good title to a third party as where, for example he sells non-necessary goods to some one else who takes in good faith and for value.

CONTRACTS BINDING UNLESS REPUDIATED

These are usually contracts by which the minor acquires an interest of a permanent nature in the subject matter of the contract. Such contracts bind the minor unless he takes active steps to avoid them either during his minority or within a reasonable time thereafter, for example shares in a company, lease or property and partnerships.

CONSEQUENCES OF THE CONTRACT OR MINORS

As we have seen contracts entered into by minors will, if defective, be voidable. The effect of the term "voidable" in this context is untypical and must be considered as follows:

- Recovery by minor of money paid under a voidable contract.

When a minor has paid money under such a contract, he cannot recover it unless he can prove a total failure of consideration, i.e. that he has received no benefit at all under the contract. The court is reluctant to find that no benefit has been received. **HOWEVER**, if there has been really no consideration at all a minor will be able to recover his money.

- Effect of purchase by minor of non-necessary goods.

As we have seen, a minor acquires a title of the goods and can give a good title to a third party who takes them bona fide and for value. The tradesmen who sold the goods to the minor cannot recover them from the third party.

However as regards recovery from the minor, if he still has the property and court can order restriction for example, of non-necessary goods to the tradesmen where the minor is refusing to pay for them. As we know, he cannot be sued for the price.

- **Guarantees**

Section 2 of the Minor's Contracts Act 1987 provides that a guarantee by an adult of a minor's transaction shall be enforceable against the guarantor even though the main contractual obligation is not enforceable against the minor, for example if a bank makes a loan to a minor or allows a minor an overdraft and an adult gives a guarantee of that transaction then, although the loan or overdraft cannot be enforced against the minor, the adult guarantor can be required to pay.

MARRIED WOMEN

A married woman has the same contractual capacity as an unmarried woman (fame sole) or a man. However, a husband is not liable for his wife's contracts unless she is agent for the particular transaction and she can no longer be an agent of necessity in respect to domestic transaction.

CORPORATIONS

Corporations are another special case of capacity to contract. A corporation aggregate may be a body incorporated, a corporation formed by a special ACT of Parliament or a Company registered under the Company's Act 1985 or previous Acts.

The contractual capacity of a corporation is limited.

By natural impossibility

Which arises from the fact that it is an artificial, not a natural person. Thus it can only make contracts through an agent and in consequence can not fulfil contractual obligations of a personal nature.

By legal impossibility

Since corporations are subject to what is called the Ultra-vires rule, which limits what they can legally do. A corporation can only act within its powers, and actions outside the scope are called ultra-vires or beyond its powers.

At common law contracts made by corporations had to be under seal. However, kit was amended by statute in the Company's Act 1985, which provides in Section 36 that a registered Company need not contract under seal except where an ordinary person would have to do so.

PERSONS SUFFERING FROM MENTAL DISORDER

Contracts made by a person of unsound mind are valid, but if the other party knew that he was contracting with a person who, by reason of the unsoundness of his mind could not understand the nature of the contract, then the contract is voidable at the option of the insane party. The person of unsound mind must prove:

- The unsoundness of mind at the time of the contract.

- That the other party knew of it.
If necessaries are supplied to a person of unsound mind, he, like a minor, is bound to pay a reasonable price under Section 3(2) of S.G.A. 1979.

A person of unsound mind can make a valid contract during a lucid interval, even though the other party knew that he was of unsound mind at times. Furthermore, a contract made during a period of unsoundness of mind can be ratified during a lucid interval.

DRUNKARDS

Similar common law rules apply to contracts made by drunkards. The contract is voidable at the option of the party who was drunk at the time it was made, if he can show:

- That he was drunk
- That the other party knew this

A contract made by a person when drunk can be ratified by him when he is sober. Drunken persons have a quasi-contractual liability to pay a reasonable price for necessaries supplied to them. S.G.A. 1979 Sec. 3(2).

REALITY OF CONSENT

A contract which is regular in all other respects may still fail because there is no real consent to it by one or both of the parties. There is no consensus ad idem or meeting of the minds. Consent may be rendered unreal by mistake, misrepresentation, duress and undue influence.

MISTAKE

Mistake may affect the validity of a contract and a mistake which has this effect is called an operative mistake, and must be one of fact and not of law. An operative mistake renders the contract void. It will be operative only if it induces the contract. For example, if A orders goods from B's shop which is unknown to A, now owned by C, then A has made a fundamental mistake but so long as he gets his goods it will not affect the contract between A and C.

The concept of mistake has a technical meaning and what would be considered a mistake by the layman will not always amount to an operative mistake. For example, if A buys a watch thinking it is worth £100 when in fact it is worth only £50, the contract is good and A must bear the loss if there has been no misrepresentation by the seller. This is what is meant by the maxim "CAVEAT EMPTOR" (let the buyer beware).

OPERATIVE MISTAKE

Operative mistake may be classified into the following categories:

- Documents mistakenly signed
- Unilateral mistake i.e. a mistake made by one party only
- Bilateral mistake i.e. where both parties make a mistake and subdivided into:
 - Common mistake/identical; and
 - Mutual mistake/non-identical

Documents mistakenly signed

This form of unilateral mistake occurs if a person signs a contract in the mistaken belief that he is signing a document of totally different nature, in this situation there will be a mistake which avoids the contract and he will be able to plead "non est factum" (it is not my deed). However, as a result of the decision of the House of Lords the plea of mistake is available in such circumstances only if the person signing under a mistake can show that he was not negligent in so doing.

UNILATERAL MISTAKE

Unilateral mistake occurs whenever one of the parties to a contract X is mistaken as to some fundamental fact concerning the contract and the other party Y, knows or ought to know this. This latter requirement is important because if Y does not know X is mistaken, the contract is good.

Effect of unilateral mistake in common law

The cases are mainly concerned with mistake by one party as to the identity of the other party. For example a contract may be void if X makes a contract with Y thinking Y is another person Z.

EFFECT OF UNILATERAL MISTAKE IN EQUITY

If the plaintiff is asking for an equitable remedy, such as rescission of the contract or specific performance of it, then equitable principles will apply. As far as unilateral mistake is concerned, Equity follows the law and regards a contract affected by unilateral mistake as void and will rescind it or refuse specific performance of it.

BILATERAL MISTAKE

A bilateral mistake arises when both parties to a contract are mistaken. They may have made a common or identical mistake or mutual or non-identical mistake.

a) Common or Identical mistake

This occurs when the two parties have reached agreement but both have made an identical mistake as to some fundamental fact concerning the contract. For example X sells a particular drawing to Y for £500 and all the usual elements of agreement are present including offer, acceptance, consideration and the agreement concerns an identified article. If both X and Y think that the drawing is by Reembrandt while it is in fact only a copy worth £25, the agreement is rendered imperfect by the identical or common mistake.

The circumstances giving rise to the mistake must exist at the time the contract is made.

- Effect of identical bilateral mistake at common law.

At common law a mistake of the above kind has no effect on the contract and the parties would be bound in the absence of fraud or misrepresentation.

There are only two cases in which the common law appears to regard an identical bilateral mistakes as vitiating (weakened) element and even these cases are probably examples of precedent impossibility rather than mistake. The two categories of cases are:

i) Cases of Res Extincta

Identical bilateral mistake as the existence of the thing contracted for. For example if X agrees to sell his car to Y and unknown to them both the car had at the time of the sale been destroyed by fire, then the contract will be void because X has innocently undertaken an obligation which he cannot possibly fulfil.

If the goods are lost after the sale takes place, then the contract is good and the loss lies with the buyer if the property in the goods has passed to him.

Identical bilateral mistake as to the existence of a state of affairs forming the basis of the contract. If A and B believing themselves to be married enter into a separation agreement and later learn that they are not really married, the agreement is void as in the **Galloway vs Galloway (1914)**.

ii) Cases of Res Sua

These occur where a person makes a contract to buy something which already belongs to him such a contract is at any rate in Equity void.

Effect of identical bilateral mistake in Equity

Cases of Res Extrinca and Res Sua, Equity treats them in the same way as the common law regarding the agreement as void.

iii) Mutual or non-identical mistake

This occurs where the parties are both mistaken as to a fundamental fact concerning the contract but each party has made a different mistake. For example if X offers to sell car A, and Y agrees to buy thinking X means car B, there is a bilateral mistake which is non-identical. This may prevent a contract from coming into being between the parties because of defective offer and acceptance and may result from the negligence of a third party.

Effect of non-identical bilateral mistake at Common Law

The contract is not necessarily void because the court will try to find the "sense" of the promise, i.e. the sort of bargain which a reasonable man looking at the dealings of the parties would have thought had been made.

Effect of non-identical bilateral in Equity

Equity also tries to find the "sense" of the promise thus following the law in this respect.

MISREPRESENTATION

A representation is an inducement only and its effect is generally to lead the other party merely to make the contract. A representation must be a statement of some specific existing and verifiable fact or past event and in consequence, the following are excluded:

- Statements of law
- Statements as to future conduct or intention
- Statement of opinion

However, if it can be shown that the person making the statement had no such opinion it may be considered in law to be a misstatement of existing fact - merely puffing as in advertising or sales talk or what is called these days "hype".

Not all statements amount to representation. Some of them are obviously of the nature of sales talk, and cannot be relied upon.

This example of representation does not affect the contract whether true or false. Silence or non-disclosure by one or both of the parties does not normally affect the contract. In order to operate as an inducement the representation must bear the following:

- Be made with the intention that it should be acted upon by the person misled.
- Induce the contract so that the person making the claim to have been misled must not have relied on his own skill and judgement.
- Be material in the sense that it affected the plaintiff's judgement.
- Be known to the plaintiff. The plaintiff must always be prepared to prove that the alleged misrepresentation had an effect on his mind.

VOID CONTRACTS

There are certain classes of contracts which are expressly declared by statute to be void.

1. WAGERING CONTRACTS

A wager is a promise to pay money or transfer property upon the happening of an uncertain event, in which neither party has any interest except to win or lose.

There are three essentials for wagering a contract:

- It must be a promise to pay money or money's worth.
- The promise must be conditional of an avert happening
- The event must be an uncertain one either because it has to happen in future or though it has taken place, the contracting parties are unaware of the result. It is not illegal but only void for insurance reasons.

DISCHARGE OF A CONTRACT

A contract is discharged when the obligation created by it ceases to be binding on the promisor who is then no longer under the duty to perform his part of the agreement.

Discharge may take place in various ways:

1. Discharge by Agreement

A contract is made by agreement and it is also possible to end it by a subsequent agreement if there is new conditional for the discharge or if the discharge is under seal.

A contract may be discharged by agreement in any one of the following ways:

a) Agreement by waiver

In case of a contract still executory, a mutual agreement between the parties can release each other from their respective obligations and rights. This is known as waiver, and can take any form, although the original contract was in writing or under seal. But in a contract where one of the parties has performed his obligation and agrees to release the other party from his obligations, he is not bound by his promises and can still demand the performance of the contract unless his promise of waiver is under seal.

b) Agreement by novation

An existing contract may be discharged when a new contract is substituted in its place either between the same parties or between different parties the consideration mutually being the discharge of the old contract. This type of arrangement between the parties is known as novation. Suppose A owes some money to B. It is agreed between A, B and C that B shall accept C as his debtor instead of A. There is novation the old debt between A and B is at an end and a new debt from C to B has been created.

c) Agreement by Accord and satisfaction

Where a party to a contract makes breach of his obligation and the other party promises to accept less than what is due under an existing contract, he is not bound by such a promise. However, if a lesser sum is actually paid on an earlier date at the request of the payee or something different in kind has been accepted, there is a good discharge in such a case the old contract is discharged by accord and satisfaction.

THE RULE IN PINNELL'S CASE

The rule in Pinnel's case (1602) states that payments of a lesser sum in satisfaction of a greater sum, cannot be any satisfaction for the whole sum.

CASE:

Falkes vs Beer (1884)

Mrs. Beer obtained a judgement against Dr. Falkes for a sum of £2,090 with interest. She agreed the payment of the debt in instalments and also promised that further proceedings on the judgement would not be taken.

After receiving the £2,090, Mr. Beer sued for £360 interest on the judgement debt which Dr. Falkes refused to pay.

HELD:

The interest was recoverable. Payment of the debt and costs of a smaller sum, was not consideration for the promise to accept this amount in satisfaction of a debt, interest and costs of a greater sum.

Exceptions:

1. Payment of the debt on a date earlier than that originally agreed.
2. Payment at a different place to that stipulated in the agreement.
3. Payment of a smaller sum accompanied by the transfer of another item.
4. Part-payment by a third party.

2. Discharge by performance

A contract may be discharged by performance where both parties fulfil their obligations under the contract and nothing remains to be completed. It is important for the discharge of the contract that performance must be strictly in accordance with the terms of the contract.

CUTTER VS POWELL 1795

P agreed to pay C £30 on the completion of a voyage as second mate on the ship between Jamaica and Liverpool. C died shortly before the end of the voyage and his widow claimed a proportion of thirty pounds.

HELD:

C's obligation to complete the voyage remained undischarged and no proportion of the agreed sum was payable.

3. Discharge by breach

A contract may be discharged by breach, that is, the failure of one of the parties to perform his obligation under the contract. It must be noticed at this stage that although every breach of contract provides remedies to the innocent party, this does not necessarily discharge the contract. Thus if a party breaks a term of contract going to its root, known as a condition, the other party will be released from his obligations under the contract. But if the term broken is one collateral to the main term of the contract, known as warranty, the innocent party will not be released from performance and can only claim damages. Breach of contract may occur in any one of three ways:

Failure to perform

Where a person fails to perform a contract when the performance is due, the other party can hold him liable for the breach, provided the time of performance was made as the essence of the contract.

Remuneration

It may sometimes happen that even before the time of performance arrives, one party to a contract repudiates his liabilities. Such a breach is known as an anticipatory breach. The other party may either sue for breach of contract immediately or he may wait until the contract should have been performed and then enforce his remedy. But where the party decides to wait and the circumstances arise under which the contract becomes impossible to perform, the plaintiff is left with no remedy against the party responsible for the breach of the contract.

4. Discharge by supervening impossibility or Frustration

Supervening impossibility or frustration will discharge the contract in the following circumstances:

a) Destruction of subject-matter

The first case which allowed a party to be released from liability because of some supervening event rendering performance impossible was as follows:

CASE: TAYLOR VS CALDWELL 1863

In this case a music hall was agreed to be let out for a series of concerts on certain days. The hall was destroyed by fire before the date of the first concert. The contract was held to have become void and the owner of the hall was absolved from liability to let the hall as promised.

b) Non-occurrence of a stated event

When a contract is entered into on the basis of the happening of a certain stated event, the contract is discharged if such an event does not take place.

KRELL VS HENRY 1903

H rented a room from K to view the coronation of King Edward VII. Owing to King's illness the coronation was cancelled. The defendant refused to occupy the flat or to pay the rent and the plaintiff sued him.

HELD

That the contract was discharged as the taking place of the procession was basis of contract.

c) Death or personal incapacity

In contract for personal services, the death or illness of a particular person whose action is vital for the agreed performance discharges the contract. But the personal incapacity must be serious enough and not self created to prevent the person from performing his obligation.

d) Change in law

A contract legal at the time of its formation may subsequently become illegal due to an alteration of law or the act of some person having statutory authority. The contract is then discharged.

e) Government interference

A contract is discharged by unexpected government interference causing fundamental change of circumstances from that contemplated by the parties when the contract was made.

5. Discharge by lapse of time

A contract formed for a specified time is discharged when that period of time has elapsed, where no specific time is laid down, the lapse of reasonable time may render the contract unenforceable in a court of law.

The limitation of Actions Act 1968 in some cases provides a good defence to claims for the breach of contract and in fact terminates the contract without providing any remedy to the innocent party. Where a person does not pursue his legal claim under the contract within six years, he will be barred from enforcing his claim and the other party is discharged from his liability.

6. Discharge by Operation of Law

Discharge under this head may take place as follows:

a) By merger

This takes place when the parties embody the simple contract into a contract under deed and in such circumstances an action lies only on the deed.

b) By bankruptcy

When a person becomes bankrupt, all his rights and obligations pass to his trustee in bankruptcy. But a trustee is not liable on contract of personal services to be rendered by the bankrupt.

c) By death

The death of either party will discharge a contract for personal services but other contractual rights and obligations are not affected and survive for the benefit of or against the estate of the deceased.

d) By unauthorised material alteration

Where a party to a contract in writing or under deed makes any material alteration in it without the knowledge and consent of the other, the contract can be voided at the discretion of the other party. An alteration is material which varies the legal effect of contract.

REMEDIES FOR BREACH OF CONTRACT

When there is a breach of contract, the following remedies may be available:

- A right of action for damages at common law (the most common remedy).
- A right of action on a quantum meruit.
- A right to sue for specific performance or for an injunction.
- A right to ask for rescission of the contract.
- A refusal to any further performance by the injured party.
 - A right at common law when price of the contract is paid to deduct damages due in respect of breaches committed by the other party and if sued, to set up against the plaintiff such breaches of contract in diminution or extinction of the price.

DAMAGES

Damages are the common law remedy consisting of a payment of money and are intended as compensation for the plaintiff's loss and not as punishment for the defendant. The plaintiff should not be put in a better position than if the contract had been properly performed. The aim is to put the injured party in the same financial position as he would have been if the contract had been performed according to its terms.

MITIGATION OF LOSS

It must be understood that when a breach occurs, the party suffering from the breach must do all he can to reduce his loss and he cannot recover damages which have resulted from his unreasonable failure to do so.

For example, the buyer must attempt to obtain supplies elsewhere.

CLASSIFICATION OF DAMAGES

Ordinary damages

These are damages assessed by the court for losses arising naturally from the breach of contract.

Special damages

In contract it covers losses which do not arise naturally from the breach so that they will not be recoverable unless within the contemplation of the parties.

Exemplary and aggravated damages

The object of these damages is to punish the defendant and to deter him and others from similar conduct in the future. Thus it was at one time thought that if the court had awarded a sum of money which would sufficiently compensate the plaintiff, but as a punishment to the defendant, the damages being in the nature of a fine.

Nominal damages

Sometimes a small sum (say £2) is awarded where the plaintiff proves a breach of contract or the infringement of a right but has suffered no actual loss.

Contemptuous damages

A farthing was sometimes awarded to mark the court's disapproval of the plaintiff's conduct in bringing the action. Such damages may be awarded where the plaintiff has sued for defamation of character in spite of the fact that he has engaged in defamatory activities against the defendant. Since farthings are no longer legal tender, the decimal penny would now be used.

Liquidated damages

These are damages agreed upon by the parties to the contract and only a breach of contract need be proved no proof of loss is required.

Unliquidated damages

Where no damages are fixed by the contract it is left to the court to decide their amount. In such a case the plaintiff must produce evidence of the loss he has suffered.

QUANTUM MERUIT

This remedy means that the plaintiff will be awarded as much as is earned or deserved. In the event of a breach of contract, the injured party may have a claim other than the one for damages. He may have earned out of work or performed services and for such he may be entitled to claim on a quantum meruit. He will be awarded what the court thinks the work or services are worth. This action is quite distinct from an action for breach of contract and is in the nature of restitution for work done.

The general rule is that if a contract provides for the services to be rendered in return for payment of a lump sum, nothing can be claimed unless the work has been precisely performed. However, a claim can be made under quantum meruit if:

- a) a party to an entire contract is prevented from performing the whole of the contract by the fault of the other party.

- b) a party has only partially fulfilled his obligations but the other party has voluntarily accepted which benefit of the work a goods supplied.
- c) the contract is divisible as opposed to entire.

SPECIFIC PERFORMANCE

Both specific performance and injunction are equitable remedies which may be awarded at the discretion of the court to a person who has suffered a legal injury where damages would not be an adequate remedy.

Specific performance is usually granted in the following cases:

- where a contract is for the sale of land
- where the contract is for taking debentures in a company
- where the contract is for the sale of rare goods which are not easily available in the market or the value of such could not be measured in money.

Specific performance is not granted in the following cases:

- where damages would provide in the following cases
- where the contract is to render personal services
- where one party to the contract is an infant
- where the contract is to lend money

Damages may be claimed in lieu of or in addition to specific performance which as a rule will provide on adequate remedy.

INJUNCTION

An injunction is an order of the court restraining the doing, continuance or repetition of a wrongful act. It may be obtained to enforce a negative, contractual term where an order of specific performance would not be available, for example where a signer agree to work only for a certain employer and then in breach of contract worked for a rival company. Although her employer would not have been able to obtain an order for specific performance of the original contract for personal services, he was successful in obtaining an injunction restraining the signer from singing for anyone else. The court will not, however, enforce contracts by injunction if damages are a more suitable remedy since it can always award damages in lieu of an injunction.

COMPANY LAW

(THE COMPANIES ACT, CAP 85, LAWS OF UGANDA 1964)

NATURE OF A COMPANY

A Company or Corporation is a legal entity separate and set apart from its members or shareholders. This legal personality is an artificial one, which is distinguishable from natural personality. The possession of a legal personality implies that a company is capable of enjoying rights and being subject to duties, separately from its members.

This principle was first distinctly articulated in the British House of Lords Judgement;

CASE: SALOMON V SALOMON & COMPANY LIMITED (1897)

In this case, Salomon carried on business as leather merchant. In 1892 he converted the business into a Limited Company by forming Solomon & Company Limited. The company consisted of Solomon, his wife and five children as members. Solomon was the Managing Director. The company then bought Solomon's business as a going concern for £39,000. The price was made up of:

- £10,000 in debentures by which the company's assets were charged.
- £20,000 in fully paid £1 shares
- The balance in cash

Solomon held 20,001 of the 20,007 issued shares. The remaining 6 shares were each held by a member of his family. Immediately after incorporation, the company experienced difficulties and a year later was wound up. It had sufficient assets to satisfy the debentures but nothing for the unsecured creditors.

HELD: The House of Lords held that the company had been validly formed and that the business belonged to the company and not to Solomon and Solomon was its agent and not it the agent of Solomon.

CLASSIFICATION OF COMPANIES

- Company limited by shares and guarantee.
- Private limited and Public limited
- Limited companies and Unlimited companies
- Group of companies

CONSEQUENCES OF INCORPORATION

1. Liability

The company being a distinct legal "persona" is liable for its debts and obligations. The liability of the members or shareholders of the company is limited to the amount remaining unpaid on the shares. For instance, where a shareholder has been allotted 100 shares shs. 100 each and he pays shs. 50,000 to the company, at the time of winding up the company, if the shares remain not fully paid for, he will be required to pay shs 50,000. It follows that the company's creditors can only sue the company and not the shareholders.

2. Property

An incorporated company is able to own property separately from its members. Thus, the members cannot directly interfere with the company property.

3. Legal proceedings

As a legal person, a company can take action to enforce its legal rights or be sued for breach of its duties. However, the action for or against the company should be instituted in the company's registered name.

4. Perpetual Succession

Changes in membership arising from the bankruptcy or death do not affect the company's existence. The life of a company can only be ended either by winding up, striking off the register of company's or through amalgamation and reconstruction as provided by the Companies Act.

5. Transfer of shares

A share constitutes an item of property, which is freely transferable, except in the case of private companies.

6. Borrowing

A Company can borrow money and provide security in the form of a floating charge. A floating charge is said to float like a cloud over the whole assets of the company at any given time.

7. Formalities, Publicity and Expenses

Formalities have to be followed, there is publicity and therefore loss of privacy and the exercise is expensive.

THE VEIL OF INCORPORATION

The fact that separate corporate personality of a company prevents outsiders from taking action against its members even though the outsiders can find out who they are and how many shares they hold, has led to comparison with a veil. The corporate personality is the veil and the members are shielded behind this "veil of incorporation".

However, the internal affairs of the company are never completely concealed from view since publicity has always accompanied incorporation.

Lifting the veil of incorporation

A negative consequence of incorporation is that the legal personality of the company may be disregarded in certain circumstances by a device known as lifting the veil or mask of incorporation. In such a situation the law looks at the people behind the company rather than the corporation.

It has been observed in *Dunlop Nigerian Industries Ltd. V Forward Nigerian Enterprises Ltd & Farore*, that in particular circumstances; e.g. where the device of incorporation is used for some illegal or improper purpose, the court may disregard the principle. That a company is an independent legal entity and "lift the veil" of corporate identity so that if it is proved that a person used a company he controls for an improper transaction he may be made personally liable to a third party.

The legal technique of lifting the veil is recognised under two heads:

- Statute and
- Case law

a) STATUTORY LIFTING OF THE VEIL

1. Where the number of members is below legal minimum.

Under S.33 of the Cap. 85, if a company carries on business for more than 6 months after its membership has fallen below the statutory minimum (seven for Public and two for Private companies) every member during the time the business is carried on after the six months and who knows that the company is carrying on business with less than the required minimum membership is severally liable for the company's debts incurred during that time.

2. Where the company is not mentioned in the Bill of Exchange.

By S.109 of Cap. 85 an officer of the company is personally liable if he signs a bill of exchange, cheque etc. on behalf of the company without mentioning the company's name on it in legible (clear) characters.

3. Holding and subsidiary companies

According to S.150 of Cap 85, where companies are in relationship of holding and subsidiary companies, group accounts should be presented before the holding company in general meeting. In this regard the holding and subsidiary companies are regarded as one for accounting purposes, and the separate nature of the subsidiary company is ignored.

4. Reckless or fraudulent trading

It is provided under S. 327 of Cap. 85 that if during the winding up a company, it appears that any business of the company has been conducted recklessly or fraudulently, those responsible for such business may be held liable without limitation of liability for any of the company's debts or liabilities.

5. Investigation into related companies

Where an inspector has been appointed by the Registrar to investigate the affairs of a company, he may, if he thinks fit, also investigate into the affairs of any other related company. Also report on the affairs of that other company so long as he feels that the results of his investigation of such related company are relevant to the main investigation.

6. Taxation

Under the Income Tax Act, 1997, the veil of incorporation may be lifted to ascertain where the control and management of the company is exercised in order to determine whether it is a Ugandan company for income tax purposes.

b) LIFTING THE VEIL UNDER CASE LAW

1. Where the company acts as agent of the shareholders.

Where the shareholders of a company use the company as an agent, they will be liable for the debts of the company.

2. Where there has been fraud or improper conduct.

The veil of incorporation may also be lifted where the corporate personality is used as a mask for fraud or illegality.

Thus in *Gilford Motor Company V Horne* the defendant was the plaintiff's former employee. He agreed not to solicit its customers when he left the employment. He then formed a company, which solicited the customers. Both the company and defendant were held liable for breach of covenant not to solicit.

3. Determination of residence

The court may look behind the veil of the company and its place of registration in order to determine its residence.

PROMOTION AND FORMATION OF THE COMPANY

PROMOTION

Promoters Defined

A promoter is defined as any person who undertakes to take part in forming a company. Or who, with regard to a proposed newly formed company, undertakes a part in raising capital for it, prima facie a promoter of the company, for he has taken part in setting going a company formed with reference to a given object. Thus a person may be a promoter though he has taken comparatively minor part in the promoting proceedings.

Consequently, a promoter may do anyone or more of the following activities:

- Arrange the preparation of the memorandum and Articles of Association,
- Procure capital
- Prepare a Prospectus
- Obtain directors for the company

However, a person employed in a professional capacity e.g. as a solicitor, valuer or accountant is not a promoter.

Position of a Promoter

A promoter stands in a fiduciary relationship to the company and consequently owes it certain fiduciary duties. It follows that a contract made between him and company is voidable at the company's option unless he has disclosed all material facts relating to the contract to an independent board and the company has freely agreed to its terms.

Remuneration of a promoter

Promoters do not possess an automatic right to remuneration from the company for their services since a company cannot enter into a contract before it comes into existence.

However, in practice, the company's articles allow directors to pay preliminary expenses from the company's funds.

PRE-INCORPORATION CONTRACTS

In promoting a company, promoters usually enter into contracts with third parties and when they do so, they purport to do so on behalf of the unincorporated company. Such contracts are not binding on the company because it is not yet in existence and consequently has no capacity to contract. In addition, the company when it is incorporated cannot ratify contracts entered into by the promoters.

CASE: KELNER V BAXTER (1866)

A, B and C entered into a contract with the plaintiff to buy goods, "on behalf of the proposed Gravesand Royal Alexandra Hotel Company". The goods were supplied and consumed in the business. Shortly after incorporation, the company collapsed and the plaintiff sued A, B and C on the contract for the price of the goods.

HELD:

It was held that the defendants were personally liable on the contract.

FORMATION OF A COMPANY

The Companies Act makes provision for public and private companies on the one hand and limited and unlimited companies on the other.

A public company must have a minimum of seven members at its formation, but no maximum limit. A private company on the other hand should have at least two members. In addition, a private company should have provision in its articles of association for a restriction on the right of transfer of its shares and debentures to its existing members. A private company may be converted into a public company by altering its articles to exclude the restrictive provisions on the transfer of its shares. While in the case of a public company minimum of two directors are required, only one is required in the case of a private company.

A private company commences business immediately upon incorporation whereas a public company requires a trading certificate in order to do so.

Furthermore, it is not necessary for a private company to hold a statutory meeting and report thereon as is required of a public company. In addition the quorum at general meetings is two for a private company as contrasted to three for a public company.

The company whether public or private may be limited by shares or by guarantee or be an unlimited company. A company limited by shares is one where its memorandum of association limits the liability of its members to the amount, if any, unpaid on their shares.

A company limited by guarantee is one where the liability of members is unlimited to such amount as they may have undertaken to contribute to the assets of the company in the event of winding up. An unlimited company is one in which there is no limit on the liability of members.

MECHANISM OF FORMATION

A Company formed by registering it with the Registrar of Companies in Kampala and obtaining a certificate of incorporation.

In order to effect this the following documents must be submitted to the Registrar:

1. Memorandum of Association
2. Articles of Association
3. A statutory declaration by a legal practitioner engaged in the formation of the company or by a person named in the articles as directors or Secretary of Company.
4. A statement of nominal capital.

If the company is a public company the following additional documents are required to be registered:

5. A statement with the names and particulars of directors and secretary.
6. Prospectus or statement in lieu of prospectus.

EFFECT OF REGISTRATION AND THE ROLE OF REGISTRAR

If the Registrar is satisfied that the documents are in order and that stamp duties and fees have been paid, he enters the name of the company in the register of companies and issues a certificate of incorporation. The issue of the certificate of incorporation is conclusive evidence that all registration requirements have been complied with and that the association is a company authorised to be registered and is duly registered under the Act.

THE MEMORANDUM OF ASSOCIATION

The Memorandum of Association of a company, which is required to be registered for purposes of incorporation, is regarded as the company's most important document in the sense that it determines the powers of the company. Consequently, a company may only engage in activities and exercise powers, which have been conferred upon it expressly by the memorandum or by implication there from.

CONTENTS OF THE MEMORANDUM

The Memorandum of Association of a company limited by shares must state the following:

1. The name of the company with "Limited" as the last word.
2. The registered office of the company is situated in Uganda.
3. The objects of the company
4. That the liability of the members is limited
5. The amount of share capital and division thereof into shares of a fixed amount.

If the company is limited by guarantee, the memorandum should state that each member undertakes to contribute to the assets of the company in the event of it being wound up.

In addition, the memorandum must state the names, address and descriptions of the subscribers thereof who must be at least two for a private company and seven for a public company.

NAME OF THE COMPANY

The Promoters of the company may select the name of the company subject to the restrictions in S.20 of the companies Act, i.e. a company will not be registered by a name which:

- Is identical with that of an existing company or so nearly resemble it as to be calculated to deceive e.g. "Lale" and "Raleigh".
- Contains the words "chamber of commerce"

A Company may change its name by special resolution and with the written approval of the Registrar.

REGISTERED OFFICE

The memorandum must state that the registered office is situated in Uganda. However, the actual address must be communicated to the Registrar of companies within 14 days of the date of incorporation or from the date it commences business.

THE OBJECT CLAUSE

The objects must be lawful and should include all the activities which the company is likely to pursue. The objects or powers of the company as laid down in the memorandum or implied there from determine what the company can do.

Consequently, any activities not expressly or impliedly authorised by the memorandum are “ultra vires” the company. The ultra vires doctrine restricts an incorporated company under the Companies Act to the pursuit only of the objects outlined in its registered memorandum of Association.

THE LIABILITY OF MEMBERS

The memorandum of a company limited by shares or by guarantee should indicate that the liability of members is limited. With respect to a company limited by shares, the liability of a member is the amount, if any, unpaid on his shares. With regard to the liability of a member of a company limited by guarantee, this is limited to the amount he undertook to contribute to the assets of the company in the event of winding up.

A Company may also be registered with unlimited liability. In such a situation the members hereof act as guarantors in respect of the company’s obligations. While a creditor of such a company has no right of action against the members themselves, his action being against the company. In turn looks to the members to discharge its debts by providing the necessary funds.

SHARE CAPITAL

The memorandum requires that a company having a share capital must state the amount of share capital with which the company is to be registered and that such capital is divisible into shares of a fixed amount.

The amount of capital with which a company is to be registered and the amount into which it is to be divided are matters to be decided upon by the promoters and will be determined by the needs of the company and finance available.

ALTERATION OF THE OBJECTS

A Company may by special resolution alter the provision in its memorandum with respect to the objects of the company to enable it:

- To carry on its business more economically or more efficiently.
- To enlarge or change the local area of its operations
- To attain any of its objects by new or improved means

- To carry on some business which under existing circumstances may conveniently or advantageously be combined with the business of the company.
- To restrict or abandon any of the objects specified in the memorandum
- To sell or dispose of the whole or any part of the undertaking of the company
- To amalgamate with any other companies or body of persons.

ARTICLES OF ASSOCIATION

The Articles of Association contains regulations for managing the internal affairs of the company i.e. the business of the company. They are applied and interpreted subject to the memorandum of association in that they cannot confer wider powers on the company than those stipulated in the memorandum. Thus, where there is a conflict or divergence between the memorandum and Articles, the provisions of the memorandum must prevail.

CONTENTS OF THE ARTICLES

- Quorums at meetings
- Rights attaching to different classes of share
- The number of directors and their rotation
- Number of members with which it proposes to be registered
- Transfer of shares

The articles must be printed, divided into paragraphs, numbered consecutively, be signed by each subscriber to the memorandum in the presence of at least one witness who must attest the signature.

ALTERATION OF THE ARTICLE

It is provided that subject to the provisions of the Act and to the conditions contained in its memorandum, a company may by special resolution alter or add to its articles. A special resolution is one, which is passed by a majority of not less than three-fourths of such members, as being entitled to a vote in person or where proxies are allowed, by proxy at a general meeting of which not less than twenty-one days notice specifying the intention to propose the resolution as a special one has been given.

SHARE CAPITAL

It is only public companies, which can raise funds from the public through the sale of their shares.

A Private Company has limited sources of funding, which include banks, insurance companies and other financial institutions.

WAYS OF RAISING CAPITAL

Due to limited funds available to shareholders for purposes of running large companies with heavy capital involvement, it is normal to resort to the public, through invitation to subscribe for shares or debentures in the company as a means of raising additional funds. There are three basic mechanisms by which this is effected:

- Direct offers to the public are usually done by means of a prospectus issued by the company.
- Offers of sale. In such a situation the company sells the issue of shares or debentures.
- Placing. This is done by issuing house undertaking to place the securities with or without buying them itself.

UNDERWRITING

Upon the formation of a company, the promoter, where appropriate ensures that the share offered to the public is underwritten. However, where an existing company is desirous of raising capital, it is the directors' duty to ensure that new shares are underwritten. The aim of underwriting is to ensure that the issue of shares is successful. Underwriting is a form of insurance against possible poor reception of the issue by the public. (an underwriting agreement means an agreement entered into before the shares are brought before the public, that in the event of the public, not taking the whole of them or the number mentioned in the agreement, the underwriter will, for an agreed commission, take an allotment of such part of the shares as the public has not applied for.)

Underwriting commissions are different from brokerage i.e. sums payable to a share broker who agreed to place shares not to take shares.

PROSPECTUS

A Prospectus is defined as:

“any prospectus, notice, circular, advertisement or other invitation, offering to the public for subscription or purchase any shares or debentures of a company and includes any document which save to the extent that it offers securities of consideration other than cash, is otherwise a prospectus.”

ISSUE AND CONTENTS OF THE PROSPECTUS

A prospectus issued by or on behalf of the company should be dated and such date, shall, unless the contrary is shown, be taken to be the date of the publication. A copy of every such prospectus signed by every person named herein as a director should be delivered to the Registrar on or before the date of publication. The prospectus should also state that a copy thereof has been delivered to and registered with the Registrar of Companies.

Contained in the prospectus are the following:

- The number of founders or management or deferred shares and the interest of the holders thereof in the company's property and profits.
- The share qualification and addresses of directors.
- Names, description and addresses of directors
- If the shares are offered to the public for subscription.
- Contain particulars of contracts relating to property acquired.
- The names and addresses of the auditors
- If there are different classes of shares.

ALLOTMENT

The company upon application may make an allotment of shares of a company for them by prospective subscribers. The application, in line with ordinary contractual principles is only an offer to the company, which may or may not be accepted by the company. Directors normally make the allotment of shares at a meeting of the board thereof.

An allottee becomes a member of the company when his name is entered on the register of members.

CONSEQUENCES OF IMPROPER ALLOTMENT

An allotment, which is made by a company contrary to Sec. 49 and, 50 of the Companies Act is voidable at the instance of the applicant, within one month after the holding of the statutory meeting of the company or if the company is not required to hold a statutory meeting, within one month of the date of allotment. A director who knowingly contravenes or permits or authorises the contravention of Section 49 to 50 is liable to compensate the company and the allottee for the loss, damages or costs which the company or allottee has sustained.

RETURN OF ALLOTMENT

A Company limited by shares or by guarantee and having a share capital must make a return of the allotment of share to the Registrar of Companies within one month of the allotment.

The return should give names, addresses and descriptions of the allottees, nominal amount of shares allotted and the amount paid or payable on each share.

LIABILITY IN RESPECT OF PROSPECTUS

CIVIL LIABILITIES

- a) Damages for misrepresentation where a statement in a prospectus, which induced a person to subscribe for shares or debentures, contains a material misrepresentation.

Resulting into loss or injury to the subscriber the company may be held liable following an action by the subscriber, if any, of its officers knew the statement to be false or had no reason to believe it to be true.

b) **Rescission**

In the event of a person subscribing for shares or debentures of a company basing himself on a prospectus which contains an untrue or misleading but not necessarily fraudulent statement, such person may bring an action for rescission of the contract and the rectification of the register of members or debenture holders.

c) **Action for negligence at common law**

STATUTORY REMEDIES

- **Compensation under Sec. 45 of the Companies Act**

Sec. 45 indicates that compensation is available to persons who suffer loss or damage arising from an untrue statement in a prospectus inviting persons to subscribe for shares or debentures of a company.

SHARES

A share has been defined in *Borlanda Trustee V Steel Bros & Co. Ltd* as “.....the interest of a shareholder in the company measured by a sum of money for the purpose of liability in the first place and of interest in the second, but also consisting of a series of mutual covenants entered into by all the shareholders interest.....”

The holding of a share therefore carries with it certain property rights and liabilities in the company.

ISSUE OF SHARES

Directors at a duly convened meeting of the board invariably issue shares.

BECOMING A SHAREHOLDER

Who can be a shareholder?

- **Infants**

A minor can be a member of the company except where the articles of association prevent this.

If he is a member, he is subject to the general contractual rights and liabilities of a minor. This means that if he has bought shares, he can repudiate the contract at any time before he reaches 21 years of age or within a reasonable time thereafter.

- **Personal representative**

A personal representative of a deceased shareholder can be registered as a member. This is subject though to the directors' right to refuse registration.

- **Trustee in bankruptcy**

A bankrupt shareholder remains a member. However, votes as directed by his trustee in bankruptcy.

- **Another company**

Another company can become a member of a company, by appointing a representative thereon. However, a company cannot buy its own shares, as this is likely to lead to reduction in its registered capital.

THE PROCESS OF BECOMING A MEMBER

A person may become a member of the company by subscribing to the memorandum of association. Under sec 28 of the companies Act, upon registration of the company the subscribers to the memorandum become members.

Alternatively, membership is achieved through agreement to be a member.

This includes:

- Those who apply for allotment of shares
- Those to whom shares are transferred or transmitted
- Directors who have signed and delivered to the Registrar of Companies an undertaking to take and pay for their qualification shares.

PAYMENT FOR SHARES

Normally shares are paid for in cash. However, they may also be paid for in kind.

Issue of Shares at a Discount

The law does not allow the issue of shares at a discount. The full nominal value of the shares must be paid because otherwise the capital yardstick of the company would be misleading.

The position with regard to shares may be contrasted with that in respect of debentures, which may be issued at a discount provided that they are not rapidly converted into shares.

ISSUE OF SHARES AT A PREMIUM

The issue of shares above their nominal value is permissible. However, the amount of the premium thereby realised, whether in cash or otherwise must be transferred to a share premium account in the company's balance sheet.

Share Certificate and Estoppel

Within two months of allotment or transfer of shares, a company is required to issue a share certificate in respect thereof. The certificate constitutes a statement by the company that the holder owns shares which are described in the certificate and is also “prima facie” evidence of the title of that person to the shares.

The certificate operates as an estoppel against the company in two instances:

1. That the person to whom it is granted is a registered shareholder who is entitled to the shares mentioned in the certificate.
2. That the amount certified to be paid has been paid.

TRANSFER OF SHARES

Public limited companies can transfer shares, while private limited companies place restrictions on the transfer of their shares and provide for rights of pre-emption i.e. that the shares should be offered to existing members of the company for sale.

There is also another statutory restriction on the transfer of shares. To the effect that the transfer of any security or creation of or transfer of any interest in a security to or in favour of a person resident outside Uganda is invalid. Except where the Minister of Finance has sanctioned it.

Directors are given absolute discretion to refuse registration of any transfer of shares without giving reasons.

FORM OF TRANSFER

A proper instrument of transfer is required to be used in effecting the transfer of shares. A proper instrument is one, which is executed by or on behalf of the transferor and transferee respectively.

PROCEDURE FOR TRANSFER

- Sale of all shares on a share certificate

If the transfer involves the sale of all the shares which are mentioned in share certificate, the seller is required to hand to the buyer the instrument of transfer as well as the share certificate. The company will in turn send the buyer a new certificate.

- Sale of only part of shares on a certificate

If the seller is only selling some of his shares, which are mentioned, in a single certificate, the procedure of certificate must be complied with. The company will in turn send a new certificate to the buyer.

- The duties of seller and buyer

The seller must hand over to the buyer a valid instrument of transfer and relevant share certificate.

In return the buyer must pay the price for the shares

PRIORITIES

There may be competing claims to the shares. If one, of the claimants is on the register, he will have priority over the shares unless he had notice of the prior equitable claim.

THE COMPANY LIEN

This is usually regulated by the company's Articles, which give the company a lien on the shares of a member, who has not fully paid for them. The lien covers the amount unpaid on the shares.

FORGED TRANSFER

These are null and void in that they do not affect the real owner. Consequently, a person who lodges a transfer for registration impliedly warrants that it is genuine. If it is not, he is liable to indemnify the company from liability.

MORTGAGE OF SHARES

There are two types of mortgages:

- Legal mortgages
- Equitable mortgages

A legal mortgage is one where upon borrowing money, a borrower executes a transfer of his shares, by way of mortgage, to the lender. The transfer is registered with the registrar of companies and the company. The instrument of transfer indicates the terms of the mortgage and also provides for re-transfer when the loan has been repaid. The lender is entitled to payment of dividends on the shares and to vote at the company's general meetings.

Should the mortgagor default in repaying the loan, the mortgagee may sell the shares without recourse to the court, since he is the legal owner thereof.

An equitable mortgage is where the borrower disposes his share certificate with the lender as a security. If the borrower defaults, the lender can apply to court for the sale of shares.

The usual practice is for the borrower to deposit the relevant share certificate plus a blank transfer signed by him, with the lender. If the borrower defaults, the lender has an implied power to sell the shares.

TRANSMISSION OF SHARES

This is a form of transfer of shares by operation of law arising either from the death or bankruptcy of the shareholder.

CALLS ON SHARES

It is common for the articles to give the director's power to make calls on members regarding sums of money which remain unpaid on their shares. The call must be made in accordance with the articles, otherwise it will be regarded as null and void.

SHARE WARRANTS

A Company, which is limited by shares, may, if empowered by its articles issue share warrants respecting fully paid-up shares. Share warrants are regarded as negotiable instruments. Essentially the shareholder is handed in the place of a share certificate a document indicating that the bearer is entitled to the shares ordered in the warrant. Such bearer is entitled to all the rights of a shareholder, except where there is contrary provision in the articles. His name, will not, however, appear on the register of members. Instead an entry will be made on the register indicating the details relating to the issue of the warrant.

Dividends will normally be paid in the form of coupons or otherwise to the holder of the warrant.

CONVERSION OF SHARES INTO STOCK

Fully paid shares or any class of them may be converted into stock by the company if there is authority for doing so in its articles of association. Conversion into stock has the effect of merging into one fund of a nominal value equivalent to that of the total of shares with the member instead of holding particular identified shares.

The theoretical advantage of this arrangement from a member's perspective is that the stock is easily divisible into fractions of any amount.

From the company's point of view, the existence of stock simplifies the duty of maintaining the register and issuing certificate.

THE REGISTER OF MEMBERS

Every company is under a duty to maintain a register of members in which is entered their names, addresses and descriptions. The register has to be kept at the registered office of the company.

However, if the maintenance of the register is done at another office of the company (other than the registered office) or is done on behalf of the company by some other person. It may be kept where the work is done, provided that this is not outside Uganda. In addition, a company should give to the Registrar of Companies notice of where the register is kept. Except where this is done at its registered office.

Companies are also required to show in the register the number of shares held by each member and the amount paid on those shares. The date at which each member was entered in the register and the date he ceased to be a member must also be included.

ANNUAL RETURN

Every company must deliver an annual return to the registrar of Companies within 42 days after the holding of an annual general meeting. Essentially, details relating to members and their shareholding must be supplied.

CAPITAL

Capital refers to the net worth of the business i.e. the amount by which the value of the assets exceeds the liabilities.

TYPES OF SHARE CAPITAL

1. Nominal Capital

This is the amount with which a limited company is registered. At registration a company is required to state the nominal capital, which is divisible into shares of a fixed amount. This amount remains constant until it is increased or reduced.

2. Issued Capital

This is a portion of the nominal capital, which has been issued out to the shareholders. Usually only part of the nominal capital is issued, leaving the company to issue further shares normally at a premium.

3. Paid up Capital

This is the amount, which has been issued by the company and actually paid for by the shareholders. For instance if the issued capital is worth shs. 10,000 and shs 50 have been paid up capital will be shs 5,000 leaving uncalled capital of shs. 5,000. The Company may later resolve to make a call of shs. 50 on each share.

4. Reserve Capital

A Company, by special resolution decides that any part of its share capital, which has not been called up, shall not be called up except in the event of its winding up. Such capital is known as reserve capital and as such it cannot be mortgaged.

CLASSES OF SHARE CAPITAL

Shares may be issued with special rights relating to payment of dividend, voting, return of capital, etc as the company may decide. However, it is normal to divide shares into three main classes:

- Ordinary shares
- Deferred (founders) shares
- Preference shares

1. Ordinary Shares

Ordinary shares comprise the residuary class of shares in which is vested everything after the special rights of other classes, if any, have been satisfied.

They bear the main financial risk of the business in the event of the company failing and the greater reward, if it is successful.

2. Deferred (Founders) Shares

These shares are entitled to a fixed dividend relative to the profits available to the company following the declaration of dividends on the preference and ordinary shares.

3. Preference Shares

These confer on the holder some preference over other classes in respect either of dividend or of repayment of capital or both.

REDEEMABLE PREFERENCE SHARES

These are preference shares which may be bought out by the company in exception to the general rule relating to the maintenance of a company's capital that a company must not buy its own shares. However, there are certain conditions attached to a company's redemption of its shares:

- The shares must be fully paid up
- The redemption must be out of the company's profits or fresh issue of shares done for purposes of redemption.

VARIATION OF CLASS RIGHTS

Shares may be issued with certain rights. Variation considers the circumstances and mode by which such rights may be altered. Where the class rights are defined in the company's memorandum of association, they can only be varied if the memorandum provides a method of alteration. Alternatively, provision for variation may be made in the articles provided such articles are mentioned.

ALTERATION OF SHARE CAPITAL

Company capital can be altered other than reduction in the following ways:

- Increasing its share capital by new shares of such amount as it thinks expedient.
- Consolidating and dividing all of or any of its share capital into shares of larger amount than its existing shares.
- Converting all or any of its paid-up shares into stock and reconverting that stock into paid-up shares.
- The memorandum fixes subdividing its shares or any of them into shares of smaller amount then.

- Concealing the shares, which at the date of passing the resolution have not been taken.

The powers to alter capital can only be exercised by the company in general meetings by means of ordinary resolution.

REDUCTION IN CAPITAL

A Company has no powers to reduce its capital except in accordance with the Act. This is necessary in order to ensure that creditors have reliable fund for satisfying their claim by preventing undue depletion thereof by the company.

Under Sec. 68, the reduction of capital must be authorised by the company's articles.

There are three specific instances of reduction under the Act:

- Extinction or reduction of liability on any of its shares in respect of shares capital, which is not yet paid up.
- With or without extinguishing or reducing liability on any of its shares, cancelling any paid-up share capital, which is lost.
- With or without extinguishing liability on any of its shares paying off any paid-up share capital which is excess of the needs of the company.

FORFEITURE AND SURRENDER OF SHARES

Forfeiture and surrender of shares are effectively reductions of capital without the court's consent although the share can be reissued.

The directors have power to forfeit the shares of members if so authorised by the articles. The power is only exercisable in respect of non-payment of a call or an installment. In any other event the forfeiture will be a reduction of capital contrary to the company's Act.

Upon the forfeiture of shares, they may be sold or otherwise disposed of in a manner decided upon by the directors.

Forfeiture effectively vests the ownership of the shares into the company, which may sell or reissue them. The buyer thereof, if any becomes liable for future calls, while the forfeiting shareholder ceases to be a member in respect of the forfeited shares. However, he remains liable in respect of liabilities on such shares, which were incurred before the date of forfeiture. Essentially forfeiture is in nature of a penalty.

MAINTENANCE OF CAPITAL

Companies' legislation and case law try to ensure that the company's capital is maintained.

PURCHASE OF OWN SHARES

A Company is precluded from becoming a member of itself by buying its shares. Allowing the company to buy its own shares amounts to a return of capital to the shareholder and is misleading as far as the capital holding of the company is concerned.

However, company may buy its own shares in the following cases:

- The court may order the company to buy shares from an aggrieved oppressed shareholder.
- The company is permitted to buy its redeemable preference shares.
- A Company may transfer its shares to a trustee provided they are fully paid up.

DIVIDENDS PAYABLE OUT OF PROFITS

A dividend is essentially a share of the company's declared profit relative to a member's shareholding. The company's articles of association usually regulate the payment of dividends. The basic rule is that dividends should not be paid out of capital. Dividends are normally declared at the company's general meeting. The legal rule relating to the payment of dividends may be summarised as follows:

- Dividends should not be paid if this would lead to the company being unable to pay its debts when they fall due.
- It is permissible to pay dividends out of profits without making up for losses on fixed capital.
- Dividends should only be paid after making good the loss of circulating capital during the year.
- Losses of previous years, however, great need not be made good before payment of dividend.
- Profit of previous years may be distributed by way of dividend from a reserve fund.
- A profit, which has been made on the sale of the company's fixed assets, can be distributed to members by way of dividends.

DEBENTURES AND BORROWING

Authority to borrow

The memorandum on the power to borrow money imposes restrictions. In practice the power to borrow money is inserted in provisions of the articles with an indication that the directors may borrow money up to a certain limit. The excess over that limit requires the sanction of the general meeting. Once it is established that the company has power to borrow money; then there is an implied power to charge its property for purposes of securing the repayment of the money borrowed.

DEBENTURES

A debenture is defined as a document acknowledging the indebtedness of the company, which is normally, but not necessarily secured by a charge over property. Where the debenture is not secured the document will be referred to as a naked debenture or unsecured loan stock.

The document will also contain a promise to repay the principal sum borrowed on a given date with interest at specified intervals.

THE TRUST DEED

The trust deed contains the company's covenant to repay with interest the money borrowed. It will specifically charge the company's property and indicate when the charge becomes enforceable. This is usually done where the company defaults in the payment of interest. The deed also provides powers to deal with the charged property and to appoint a receiver to enforce the security.

ISSUE AND TRANSFER OF DEBENTURES

Debenture holders are not members of the company. Their interest can be paid out of the company's capital in contrast dividends on shares can only be paid out of profits. Again in contradiction with shares, debentures can be issued at a discount since they are not part of the company's capital. In the same way, a company can buy its own debentures, whereas it cannot buy its own shares. Debentures are convertible into shares.

PRIORITY

If there were insufficient assets to pay all the debenture-holders in full, the available amount would be distributed in proportions to the amount owing to each of them.

CHARGES

Fixed Charge

This is a mortgage of defined property and the company cannot deal with it without the mortgagee's consent. For example company's factory, land or interests, ship etc..

On the winding up of the company, the debenture-holder whose debenture is secured by a fixed charge will rank as a secured creditor.

Floating Charge

The floating charge affects the company's property, which is constantly changing, such as its stock in trade. A floating charge is ambulatory and shifting in its nature. Hovering over and so to speak floating with the property which it is intended to affect until some event occurs or some act is done which causes it to settle and fasten on the subject of the charge within its reach and grasp.

Remedies of Debenture Holders

The mode of enforcement of a debenture is dependent upon the type of security underlying it. However, the normal procedure is for the debenture holder or their trustees to arrange the appointment of a receiver.

Alternatively, if the financial position is such that the receiver's remuneration cannot be met, it may be preferable for the trustee to take possession of the security. Where the debenture is in effect an ordinary mortgage of a specified piece of property, the debenture holder may exercise his power of sale without necessarily having to appoint a receiver.

DIRECTORS AND OFFICERS OF THE COMPANY

A director is defined to include "any person occupying the position of a director by whatever name called".

Appointment

Every public company registered under the Companies Act must have at least two directors. While other companies must have at least one director.

The company's articles of association regulate the appointment of directors. The first directors may be named in the articles. This means that the subscribers to the memorandum of association usually appoint them.

The proper procedure is for the subscribers to meet and for a majority of them to sign a document at the meeting indicating the number of directors and the names of the first directors.

Subsequent directors may be appointed in accordance with the articles, which normally regulate the mode of increase, reduction, casual vacancies and retirements. Such directors should be appointed at a general meeting and should be voted for individually unless a unanimous resolution to the contrary has been passed.

As regards qualifications for appointment, a person of over seventy years of age cannot be appointed a director unless:

- The company is a private one
- The company is not a subsidiary of a public company
- The articles otherwise provide

An undischarged bankrupt cannot be appointed as a director. And a person who is convicted of the following offences cannot be a director:

- An offence connected with the promotion, formation and management of a company.
- If during winding up a person has been guilty of an offence for which he is liable.
- If the person has otherwise been guilty while an officer of the company of any fraud in relation to the company.

The company is required to notify the Registrar of Companies of any change among its directors or Secretary and the notification must contain a consent signed by the new director or secretary to act in that capacity.

Publicity Requirements

A register of directors and secretaries must be kept at the registered office of the company. It should contain the present name, former names, residential address, nationality, business occupation and particulars of any other directorships held by each director. Similar particulars should be registered in respect of a secretary to the company. The above details should be sent by way of return to the Registrar of companies within 14 days of appointment of directors or secretaries or change thereof.

Termination of Directorship

1. Resignation

A director may resign his office at any time. The company's articles usually make provision for resignation. Article 88 indicates that the office of a director shall be vacated if the director resigns his office by notice in writing to the company.

2. Retirement

There is usually provision in the articles for the retirement of directors by rotation. Article 89 stipulates that one-third of the directors shall retire by rotation in each year. Such retiring directors are eligible for re-election.

3. Removal

The shareholders have authority to remove directors by ordinary resolution at a general meeting.

REMUNERATION OF DIRECTORS

Directors are in principle not regarded as servants of the company. Rather they are its controllers. Consequently, they are not entitled to remuneration except where there is provision to that effect in its articles of association. Articles usually indicate that directors shall be entitled to such remuneration as shall be determined by the company in general meeting by resolution.

POWERS OF DIRECTORS

The business of the company is managed by the directors who may exercise all such powers of the company as are not by the Act or by these regulations, required to be exercised by the company in general meeting, subject, nevertheless, to any of these regulations, to the provisions of the Act and to such regulation, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the company in general meeting, but no regulation made by the company in general meeting shall

invalidate any prior act of the directors which would have been valid if that regulation had not been made.

Table A, grants to the directors some specific powers in relation to lien, calls, share transfers, borrowing and dividends. The rest of their powers have to be deduced from Article 80.

PROCEEDINGS OF THE DIRECTORS

The directors normally act as a board, unless the articles otherwise provide, at a meeting. They decide issues arising by a majority of votes cast. Any director can call a meeting, every director is entitled to a reasonable notice of directors' meeting. Otherwise, proceedings at the meeting will be void.

THE MANAGING DIRECTOR

While the law gives most of the company's powers to the general meeting and the board of directors, in practice, the detailed and regular decisions affecting the company's business are taken by persons to whom the board of directors delegates its powers of management. The person to whom such powers are delegated is normally the managing director.

THE SECRETARY

The other significant officer of the company who may be said to form part of the management of the company is the secretary. It is mandatory on the company to have a secretary who at the same time must not be its sole director. Anything required to be executed by a director and the Secretary can not be done by the same person acting in both capacities.

The board of directors rather than the general meeting can appoint the secretary. Any officer of the company may be empowered by the board to act in the absence of the secretary.

The Secretary is entrusted with ensuring that the documentation of the company is accurate and orderly and that the necessary requisite returns are made to the company's Registry and that the company's registers are in proper form.

In addition, he carries out the orders of the directors and the company's clerical work such as issuing notices of meetings, sending circulars, writing letters, preparing the agenda for directors' meetings and general meetings of the company and writing up the minutes of these meetings. Furthermore, the secretary is under a duty to certify share transfers.

AUTHORITY OF CORPORATE INDIVIDUAL

Directors and Officers

It is clear that as a primary organ of the company, the directors' collective exercise of power as a board binds the company, which in relation to that exercise may be regarded as the principal. Similarly, a managing director, to whom the board has delegated its

functions can bind the company. The difficulty affecting the company to bind the company is most pronounced with regard to the actions of an individual director or official of the company.

THE INDOOR MANAGEMENT RULE

Nevertheless, an individual director may be able to bind the company in transactions with outsiders on the basis of the application of the constructive notice doctrine as modified by the indoor management rule or the rule in *Royal British Bank V Turquand* (1956).

In this case, the constitution of the company stipulates that the directors could borrow on bond such sums as should, from time to time by a general resolution of the company be authorised to be borrowed. Without such resolutions, two bonds for £2,000 were issued to the bank under the common seal of the company and were signed by two directors.

In liquidation proceedings, the bank sued Turquand, the Liquidator on the security bond. The defendant pleaded that since the borrowing had not been authorised by the requisite resolutions, the bonds were not binding on the company.

Held: It was held that the bonds were binding on the company. It was indicated that, while persons dealing with a company are fixed with notice of its public documents, in this case the deed and statute of settlement, they are not bound to do more.

In this respect all that the bank was required to do was to read the settlement. In so doing, it found that there was permission to borrow by the company on certain conditions, that is by resolution of the company. The bank then had a right to infer that a resolution authorising the borrowing had been passed.

The essence of the rule is that persons who are dealing with the company are assumed to know the contents of its public documents, and that therefore any transaction they enter into with the company is authorised by those documents. However, they are not bound to do any more i.e. they need not inquire into the regularity of internal proceedings and may assume internal regularity.

The relevant documents, for purposes of the constructive notice doctrine include the memorandum and articles of association and special and extra-ordinary resolutions of the company. Registration of such documents constitutes notice to the world.

The indoor management rule has been considerably qualified in view of subsequent case law formulation and the application of agency principles.

THE APPLICATION OF AGENCY PRINCIPLES

RULE 1

Although an outsider who is dealing with a company is deemed to know the contents of its public documents, where the act proposed to be done is explicitly contrary to the documents, it cannot bind the company unless it has been ratified.

RULE 2

A second modification of the indoor management rule is to the effect that it is inapplicable where the relevant third party has knowledge that the internal procedures required have not been complied with or they are suspicious circumstances putting him on inquiry in that regard.

RULE 3

A third limitation on the rule in Turquand is that an officer of the company who is held out by it as having authority to represent it, will bind the company irrespective of defective appointment or excess of authority except:

- a) where the outsider knows that the officer has been irregularly appointed or is exceeding his authority.
- b) Circumstances are such as to put him on inquiry
- c) It is clear from the public documents that the officer has no actual authority

RULE 4

A fourth qualification of the indoor management rule is that where an officer purports to exercise authority which he does not usually have, an outsider is not protected, if the officer exceeds his authority unless the company has held him out as having authority to act in the matter and the outsider has relied on the representation in which case the company is estopped.

RULE 5

The last qualification of the Turquand rule in the Ugandan context is that if a document purporting to be sealed or signed on the company's behalf turns out to be a forgery it does not bind the company.

ACCOUNTS AND COMPANY AUDITORS

A company with share capital is required at least once a year to make a return to the registrar of companies. The return should include details of its registered office, register of members, debenture holders, indebtedness, members and directors. Failure to make

the return attracts a fine against the company and any officer who is responsible in that regard. Every company is also required to maintain two types of accounts:

- The accounting records of its day to day transactions which should reflect the continuous history of the company's dealings.
- Regular annual accounts, comprising the profit and loss account and balance sheet, both of which should give an overall view of its financial performance. The responsibility of preparation and maintenance of the accounts lies with the directors.

ACCOUNTS

Every company must keep proper books of account relating to:

- All moneys received and expended by it in respect of which the receipt and expenditure takes place.
- All sales and purchases of goods.
- Its assets and liabilities

For this purpose, the books kept must give a true and fair view of the state of the company's affairs and explain its transactions.

DIRECTORS' DUTIES RELATING TO ACCOUNTS

The company directors should within eighteen months after incorporation and, subsequently, once at least in every year lay before the company in general meeting a profit and loss account or income and expenditure account in case of a company not trading for profit.

The directors should also lay before the general meeting in every year, a balance sheet made up to date of the profit and loss account or income and expenditure account as the case may be.

DIRECTORS' REPORT

The directors' report should be attached to the balance sheet circulated to members and published by way of return to the Registrar of Companies and maintained at the company's registered office.

AUDITORS' REPORT

The auditors are required to make a report to the members on the accounts examined by them and on every balance sheet, profit and loss account and all group accounts laid before the company in general meeting during their tenure of office.

AUDITORS

Appointment

The first auditors of the company are appointed by the directors at any time before the first annual general meeting and hold office until the end of that meeting. However, if they have not been appointed before the meeting, the general meeting may appoint them. The general meeting may also remove any auditor appointed by the directors and replace him with another nominated and chosen at the general meeting.

Qualification

An auditor must be a member of the professional bodies specified in the Accountants Act. The following persons are disqualified from acting as auditors:

- An officer or servant of the company
- A person who is a partner of or in the employment of an officer or servant of the company
- A body corporate
- A person who by reason of being an officer or servant of the company or a partner or servant of an officer or servant of the company cannot be appointed auditor of the company's holding company.

DUTIES OF THE AUDITOR

The primary duty of an auditor is to audit the accounts of the company including its annual balance sheet and profit and loss statement and to prepare a report, which states:

- Whether the accounts have been properly prepared.
- Whether they give a true and fair view of the state of affairs.
- Profit and loss aspects of the company

To achieve the above the auditors must carry out investigations which will assist him to determine whether proper accounting records have been kept and whether they comply with the entries.

For this purpose, the auditor has a right of access to all relevant documents to enable him to do his duty.

The duty to investigate gives rise on the part of the auditor to exercise care in carrying out that function.

DIRECTORS' DUTIES

1. Duty to a holding company or subsidiary

A director of a subsidiary company owes duties either to its shareholders or its holding company.

2. Duty to a person or body in fiduciary position to the company.
The general rule of the courts is that an agent employed by a trustee is answerable only to the trustee who employed him and that he cannot be considered a constructive trustee and be held liable as such merely because he knew of the trusts.
3. Duty to shareholders
A much more pertinent legal concept is that a director does not owe duties to individual shareholders.
4. The duty to act bonafide in the interest of the company.
This statement clearly gives directors the power and discretion to determine what is in the interest of the company and thereby respects their business and commercial judgement.
5. Duty to exercise powers for a proper purpose.
The directors' powers must be exercised for a given purpose.
6. The requirement upon a director to avoid conflict of duty to the company and his interests.
There are three aspects to this fiduciary principle.
 - a) The use of a company's property, information or opportunity.
A director of a company is precluded from benefiting from the company's property, information or opportunity in circumstances in which his duty to the company and his interests conflict. If he does so he is liable to account for any such benefits to the company.
 - b) Contracts with the company
The position of a director contracting within company at common law is that unless the company articles permit, a director cannot validly enter into a contract with his company except where, following full disclosure, the general meeting has approved or ratified the contract.
 - c) Competing with the company
Competing with the company would place the director in a situation-giving rise to a conflict between his private interests and his duties.
7. The duties of care and skill.
The duty of care and skill is at variance with his descriptions as a trustee in his relationship to the company.

MAJORITY RULE, MINORITY PROTECTION AND INVESTIGATIONS

The Rule of Foss v Harbottle

It has been a long time in law that where it is legally necessary to enforce a duty owing to the company, the only plaintiff is the company itself. This notion stems from the Rule in Foss v Harbottle.

However, since the company is in reality a fiction the power to litigate on its behalf must be vested in some person or group. It has, in this respect, been suggested that the Rule in Foss v Harbottle rest on the basic premise of majority rule and control by the majority in general meeting of the use of the corporate name in litigation.

It may be contended in this required that since Articles 8 vests in the board of Directors all the company's powers which are not required to be exercised by the shareholders in general meeting. It follows that in the absence of authorisation to the contrary in the principal act or articles, the power over litigation rests in the board of directors.

In the absence of any contract to the shareholders in company have the ultimate of the affairs and are entitled to decide whether or not an action in the name of the company shall proceed.

Regardless of the proper view as to which of the company's primary organs has power over litigation. It is quite clear that the company is the proper plaintiff in respect of an action brought to enforce a duty owed to it. Nevertheless, the requirement that the company itself institute an action has been rationalised on two major premises:

- That it prevents a multiplicity of suits in the sense that if each shareholder were permitted to sue, the company would be harassed by numerous actions commenced and discontinued by several plaintiffs.
- If the irregularity complained of is one, which can be effectively ratified by the general meeting it is useless to have litigation about it except with the consent of the general meeting.

LITIGATION BY A MEMBER

It has been said, "the rule in Foss v Harbottle greatly strengthens the position of the majority. Indeed if there were no exceptions to it, the minority would be completely in their hands.

Consequently, certain exceptions are recognised under which an individual shareholder may sue in place of the company:

- When it is complained that the company is acting or proposing to act ultra vires, since the matter is one that the members cannot ratify.

- Where the act complained of, though not ultra vires the company could be effective only if resolved upon by a special majority vote, usually where a special or extraordinary resolution is required and it is alleged that it has not been validly passed.
- Where it is alleged that the personal rights of the plaintiff shareholder have been infringed or are about to be infringed in such a way that the wrong to the plaintiff cannot be ratified by an ordinary resolution of the company.
- Where those who control the company are perpetrating a fraud on the minority.
- Any other case where the interests of justice require that the general rule prescribing suit by the company should be disregarded.

NATURE AND RATIONALE OF THE REMEDY

Section 222 (f) of the Companies Act, prescribes that “a company may be wound up by the court if the court is of opinion that it is just and equitable that the company should be wound up”. The company, any creditor or member, may present a petition in this respect.

THE APPOINTMENT OF INSPECTORS

The court may upon application, appoint one or more competent inspectors investigate the affairs of a company and to report thereon in a manner required by the court. Such power is predicated upon the need to ensure a check on the powers of directors or majority shareholders that effectively control the company.

The court or the minister can exercise their powers of appointment of inspectors for carrying out an investigation in the following circumstances:

- That the business of the company is being run fraudulently or for a fraudulent and unlawful purpose or in a manner oppressive of any of its members.
- That the persons concerned with the formation of the company or the management of its affairs have in connection therewith been guilty of fraud or misconduct.
- That the members of the company have not been given all the information with respects to its affairs, which they might reasonably expect.

MEETINGS

The company’s regulations normally empower the directors to manage its business. However, ultimate control of the company lies with the general meeting.

There are three kinds of general meetings at which all members are entitled to attend and vote, namely: the statutory meeting, the annual general meeting and extra-ordinary general meeting.

STATUTORY MEETING

Every public company limited by share capital must hold a statutory meeting between at least one month and not more than three months from the date of its entitlement to commence business. At least fourteen days before the meeting, the directors must send a statutory report to every member, giving details of shares issued, whether they are paid up or not, cash received by the company, the nature of consideration for the issue of shares, abstract of the receipts of the company and the payments made thereout, particulars of directors, managers, auditors and secretary of the company particulars of any contract.

The aim of the statutory meeting is to enable members to review the progress report from the directors and promoters. The failure to hold the meeting is a ground for winding-up the company although the court may, instead orders that the meeting should be held with the defaulter paying the relevant costs.

ANNUAL GENERAL MEETING

A company is required in each year to hold an annual general meeting, specifying it as such in the notices calling it, and not more than fifteen months should elapse between one annual general meeting and the next. However, if the first annual meeting is held within eighteen months of the company's incorporation, it need not hold in the year of its incorporation or the following year.

The directors normally call the annual meeting. However, if the directors do not convene one, the registrar may on the application of a member direct the convening of one and give directions as to its conduct including a directive that one person may form a quorum.

Business transacted in an annual general meetings include:

- Appointment of auditors
- Fixing auditors remuneration.
- Declaration of dividends
- Consideration of the accounts and balance sheets and reports of the directors and auditors
- The election of new directors to replace those who are retiring and any other business.

Failure to hold an annual general meeting in the manner prescribed by sec. 131 attracts criminal sanction.

EXTRA-ORDINARY GENERAL MEETING

The extra-ordinary general meeting is any general meeting other than the annual general meeting and is usually convened by the directors at their discretion to deal with urgent matters which cannot wait until the next annual general meeting.

NOTICES OF MEETINGS

The requisite notice of every general meeting must be sent to all members of the company except where there is contrary provision in the articles.

With respect to an annual general meeting, 21 days written notice thereof must be given to the members.

These statutory provisions override anything in the articles providing for shorter notice. The days indicated refer to "clear" days i.e. exclusive both of the day of service and the day of the meeting. However, a shorter notice may be given in respect of an annual general meeting if all members agree. In respect of an extra-ordinary meeting shorter notice is permissible where holders of at least 95% in nominal value of the shares or in case of a company without share capital 95% of total voting rights at that meeting if all the members agree.

Article 134 indicates that every member, legal representative of a deceased member or trustee in bankruptcy of a bankrupt member and auditor of the company are entitled to service or notice of the meetings of the company. Failure to give notice to a person entitled to receive it renders any business transacted at the meeting void, unless otherwise provided by the articles.

The notice shall state the place, day and hour of the meeting and in the case of special business, the general nature of it.

PROCEEDING AT MEETINGS

QUORUM

This is the minimum number of shareholders required to attend a meeting before business can be transacted. Although the company's articles invariably regulate the quorum, where they are silent, the Companies Act provides that in the case of a private company two members present in person and in the case of any other company three members personally present constitute a quorum. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Exceptionally though, one member may constitute a quorum if he holds all the shares in his class or where the registrar or the court declares that a quorum of one person is sufficient for a meeting.

CHAIRMAN

The articles usually stipulate who shall be the chairman at meetings. For instance, the model articles indicate that the chairman of the board of directors, if present and willing whom failing one of the directors, whom failing anyone selected by the members present shall take the chair. Where the articles are silent as to who should be the chairman, the members present may themselves nominate one.

The chairman's duties are essentially to ensure proper and orderly conduct of the business at the meeting, regulate the proceedings and understand the sense of the meeting. Article 60 in the model articles, gives the chairman a casting vote at the meeting.

RESOLUTION

The Companies Act provides for three types of resolutions at meetings, namely, ordinary, extra-ordinary and special resolutions.

An ordinary resolution is passed by a simple majority of those voting. It is employed with respect to matters, which do not require an extra-ordinary or special resolution.

An extra-ordinary resolution is passed by a three-fourths majority at a general meeting of which notice specifying the intention to propose the resolution as an extra ordinary resolution has been given. Under the Companies Act an extra-ordinary resolution is required for specific matters relating to winding-up.

A three-fourths majority also passes a special resolution. However, 21 days notice specifying the intention to propose the resolution, as a special resolution has to be given. A special resolution is invariably required before any important constitutional charges can be undertaken – such as the alteration of the memorandum or the articles, the reduction of capital with the court's consent.

VOTING

In the first instance each member has one vote by a show of hands irrespective of the number of shares held by him and no proxies are allowed.

Where a poll has been demanded voting may be either personally or by proxy. Each share is entitled to one vote on a poll.

PROXIES

Any member of the company, entitled to attend and vote at a meeting of the company is entitled to appoint another person irrespective of whether the latter is a member as his proxy to attend and vote instead of himself and in respect of a member of the private company the proxy has the same right as the member to speak at the meeting.

ADJOURNMENT

An adjournment of a meeting may be necessary where there is insufficient time for the conclusion of its business on the given day or because of lack of requisite quorum. The articles normally provide that in the latter case the meeting automatically stands adjourned to the same time and place in the following week when the members present shall be quorum. The adjourned meeting is taken to be a continuation of the original meeting and consequently, no further notice is required except where the articles provide the contrary.

MINUTES

Minutes of all the proceedings at the company's meeting are required to be recorded in books kept for that purpose, including loose leaf books provided that sufficient precaution is taken against falsification. Minutes signed by the chairman of the meeting or the next succeeding meeting shall be evidence of the proceedings and the meeting is deemed to have been duly held, convened and regularly conducted. The articles may provide that the minutes shall be conclusive evidence of the proceedings, in the absence of fraud.

The minutes are open to inspection by members only at the company's registered office.

CLASS MEETINGS

Apart from general meetings, of separate classes of members or debenture holders may be convened.

LIQUIDATION

The usual way of terminating the life of a company is through winding-up. Winding-up may take three forms:

- By the High Court
- Voluntarily by either the members or creditors of the company
- Subject to the supervision of the court

A) BASES FOR WINDING UP BY THE COURT

The court in the following circumstances may wind up a Company:

1. If the company has passed a special resolution for its winding up by the court.
2. Where default is made in delivering the statutory report to the registrar or in holding a statutory meeting.

3. If the company does not commence its business within a year from incorporation or suspends its business for a whole year. A winding-up order will only be granted if there is no intention to carry on business.
4. Where the number of members is reduced to below the legal minimum i.e. two in the case of a private company and 7 in the case of any other company.
5. Where the company is unable to pay its debts. This will be the case where the company has failed to satisfy an execution issued against it or to pay a debt of shs. 1,000/- within three weeks of demand for payment.

PERSONS ENTITLED TO PETITION

- **Company**
A Company may by special resolution resolve to be wound up and may thereafter present a petition to that effect.
- **Creditors**
These usually initiate winding-up proceedings and may petition for winding-up at the discretion of the court.
- **Contributory**
This refers to a person who is liable to contribute to the assets of the Company in the event of its being wound up. It also includes present and some past members of the company and the holder of fully paid shares.
- **The official receiver**
The official receiver who is the official receiver attached to court for bankruptcy purposes may petition during a voluntary winding up or winding up under the courts supervision for a compulsory winding up.
- **The Attorney General**
The Attorney General may, present a petition for winding up where an inspector's report has been submitted following investigation of the company.

PRIORITY OF SETTLEMENT OF DEBTS

The assets of the company should be applied in the following order in settling claims:

- To meet the costs, charges and expenses of winding up including the liquidator's remuneration.
- To extinguish claims of preferred creditors

THE LIQUIDATOR

Any person, except a body corporation may be appointed a Liquidator. Usually the appointee is an accountant of not less than five years standing. A Liquidator may resign or be removed by court for cause shown and replaced.

B) VOLUNTARY WINDING UP

A Company may be wound up voluntarily in the following instances:

1. When the period if any fixed for the duration of the company in its articles, expires or where the event occurs which the articles provide shall be a ground for dissolution and the company passes on ordinary resolution requiring the company to be wound up voluntarily.
2. If the company resolves by special resolution that it should be wound up voluntarily.
3. If the company resolves by extra-ordinary resolution that it cannot by reason of its liabilities continue its business and that it is advisable to wind-up.

C) WINDING UP SUBJECT TO SUPERVISION OF COURT

The court may order a voluntary winding-up to continue, subject to the court's supervision and in such case, the creditors contributories or others will be at liberty to apply to the court on such terms and conditions as the court thinks just.

EMPLOYMENT CONTRACTS

The law applicable in Uganda with respect to contracts of employment is the Employment Act 2000 and the Common Law.

1.0 CONTRACT OF SERVICE AND INDEPENDENT CONTRACTOR

There is a need to determine in every case of employment whether a contract of employment exists. If the parties have not expressly stated their intentions, the courts may be called upon to determine whether indeed a contract of employment exists. In doing so, the court applies the following tests: Control test, integration test (i.e. integration into the employer's organisation) and the economic reality or multiple test.

1.1 THE CONTROL TEST

Here the consideration is whether the employer has control over the way the employee does his duties, including not only the duties to be carried out but how and when the employee must perform these duties. If the master/ employer has such control the contract is one of services as laid down in PERFORMING RIGHTS SOCIETY LTD. VS MITCHELL & BOOKER (1924) 1 KB 762

CASE

Mersey Docks & Harbour Board vs Coggins & Griffiths (Liverpool) 1947

Stevedores hired a crane with its driver from the harbour board under a contract which due to the driver's negligence a checker was injured. The case was concerned with whether the Stevedores or the harbour board were vicariously liable as employers.

HELD

That the issue must be settled on the facts and not on the terms of the contract. The Stevedores could only be treated as employers of the driver if they could control in detail how he did his work. But although they could instruct him what to do, they could not control him in how he operated the crane. The harbour board (as general employers) was therefore still the driver's employer.

1.2 THE INTEGRATION TEST

If the employer cannot control the employee in the performance of his work, the courts will consider whether the employee was integrated into the Employer's organisation. If the work of the employee was so integrated into the business of the employer, then there was a contract of service, but if the employee worked for the business, he is an independent contractor.

Thus in CASSIDY VS MINISTRY OF HEALTH (1951), 2 KB 343 a full time medical officer carried out a surgical operation negligently. The patient sued the Ministry of health as employer. The ministry argued that as it had no control over the doctor in his medical work, he was not their employee/servant and the Ministry was therefore not liable for the Doctor's negligence. It was held that the proper test was whether the employer appointed the employee, selected him for his task and therefore integrated him into the employer's business. Since the Ministry and not the patient had chosen the doctor, he was their employee for whose negligence the Ministry was vicariously liable.

1.3 THE ECONOMIC REALITY TEST

Under this, the courts will consider whether the employee is working on his own account. Where the worker provides his own tools and equipment, this is some evidence that he is working on his own. See READY MIXED CONCRETE (SOUTH EAST) VS MINISTER OF PENSIONS AND NATIONAL INSURANCE (1968) where owner-drivers were engaged to carry cement on their own vehicles from manufacturers to customers. The owner drivers were given a lot of latitude and freedom over the way in which they did their work. They could provide substitute drivers and were responsible for the maintenance of their vehicles although the vehicles were painted the company's colours and the drivers donned the company's uniforms.

It was held that the owner-drivers were in business on their own account as independent contractors as self employed transport contractors and not employees.

2.0 RELATIONSHIP BETWEEN EMPLOYER AND EMPLOYEE

This is usually a personal relationship stemming from the old rules relating to master and servant by which the relationship between a master and his servant was of a personal nature and a citizen had a right to choose for himself whom he should serve.

3.0 FORMATION OF CONTRACT

Like every contract, a contract of employment may be by deed, in writing or oral or a mixture of the two i.e. partly written and partly oral. What is important is that there is agreement between the parties on essential terms such as hours of work and wages. The contract need not therefore take any form.

4.0 TERMS

Under the Decree, a contract of service for six months or more must be made in writing, or the parties can agree that the contract be made in writing even if it is for less than six months.

The written contract must provide for the following:

- a) Name of employer and the undertaking and place of employment.
- b) Name of employee, place of engagement, place of employee's origin and other particulars necessary to identify the employee.
- c) Nature of employment
- d) Duration and method of calculation of this duration of employment.
- e) Rate of wages and method of calculating the wages, manner and periodicity of payment of wages, whether advances are payable, and if so, whether they (the advances) are repayable.
- f) Conditions of repatriation in case of an expatriate employee.
- g) Such other matters as may be prescribed.

All other employees shall be issued with an employment card, except if the decree does not apply to those employees. Currently, the decree does not apply to employees who earn less than Shs. 500 per month. The particulars required to be contained in the employment card are, to all intents and purposes, the same as those required to be in written contracts, and are:

- a) name and address of the employer
- b) name and full particulars regarding the domicile of the employee
- c) the nature of the employment
- d) the date of commencement of the employment
- e) the rate of pay whether with or without food and must contain a space for marking the completion of each day's work.

This card must be kept by the employee. The above are to be found in the Employment Regulations, 1977.

These terms are therefore prescribed by law and may not be contracted out of. It is to be noted that the terms of contract between the employer and the employee are derived from legislation, Collective Agreements for unionised employees and the individual contracts

themselves. The statutory terms cover such things as wages, holidays, safety, health and social security.

5.0 DUTIES OF AN EMPLOYER

5.1 To pay wages

An employer must pay wages if there is an express or implied agreement to do so, The amount payable is a matter of agreement. In cases of illness, if the contract is for a period not more than one month, no payment during sickness shall be made - S.57(1) If the contract is written, unless the contract provides otherwise, the employee is entitled to payment during sickness for the first month of such sickness S.57(2). If the sickness goes for a second consecutive month, the employer may terminate the contract. S.57(3) But if the incapacitating illness is caused by the employee's own misconduct, the employee will not be entitled to any payment.

The method of payment, and how the wages are to be paid is usually agreed between the employer and the employee but cash payments have to be paid in legal tender (currency of Uganda) and wages may also be paid by cheque or into the employee's bank account if he has so consented - S. 29. Other forms of wages may include food, dwelling house etc...

5.1.2 Deductions

An employer may not make any deductions from an employee's wages or make any agreement with the employee to make such deductions unless the deductions are permitted. The permitted deductions are the following:

- a) award made by Industrial Court against the employee or other court or arbitration tribunal.
- b) trade union dues for which the employee is a member.
- c) contributions to provident fund, pension fund or other scheme such as NSSF as approved by the Commissioner.
- d) advances of wages made to the employee.
- e) amount payable by employee as tax but must be passed by the employer to the relevant revenue authority e.g. PAYE, Graduated Tax etc...

5.2 To provide work

In the past an employer had no duty to provide work for his employee as long as the employer continued to pay the agreed wages. But there were exceptions to this general rule namely:

- a) if the employee was paid partly or wholly on a piece work or commission basis, the employer had a duty to provide work to enable the employee earn his wages. BAUMANN VS HULTON PRESS (1952).
- b) if the employee's reputation and standing depend on his being active in his work, such as an actor, the employer must give him work to enable the employee enhance his

reputation and standing. MARBE VS GEORGE EDWARDS (DAILY THEATRE) LTD (1928)

- c) if the employee is employed to perform a particular task or to fill a particular post, the employer is in breach of the contract of employment if the employer abolishes the post or removes the employee from it. See (COLLIER VS SUNDAY REFEREE PUBLISHING CO. (1940) whereby the plaintiff was employed by the defendant for two years as a sub-editor of a newspaper. The defendant, before the expiration of the two years sold the paper and so ceased to produce it but continued to pay the plaintiff's salary. It was held that this was breach of contract as the plaintiff could rightly claim that he was no longer employed as a sub-editor.

But under The Decree the employer must provide to his employee work in accordance with the contract during the currency of the contract. If no work is so provided, the employee must nevertheless be paid his wages.

5.3 To give holidays

The decree provides that the employer must grant holidays with full pay to his employee being at least 1½ working days for each completed month of service. In computing holidays with full pay, public holidays and days of absence from work due to illness are excluded. Such holidays may be taken at a time agreed with the employer and an agreement with the employee to forego the holidays is void.

5.4 Safety

The employer is under a common law duty to take reasonable care of his employees' safety. This duty has three main components: to select proper staff, to provide adequate materials and to provide a safe system of work such as by warning employees of the dangers of handling chemical cleaning materials and to provide them with gloves and to instruct them to wear gloves at all times.

5.5 Medical care and board and lodging

Unless the contract requires the employer to do so, the employer is not bound to provide board and lodging or medical care for the employee.

5.6 References

An employer has no duty to provide his employee with references when the employee is seeking other employment unless the employer has agreed to do so.

5.7 To Indemnify

An employee is entitled to an indemnity if he incurs any expense, loss or liability in carrying out his employer's instructions, if there is an express or implied term to this effect

in the contract of employment. The question of indemnity usually arises in situations when an employee is acting within his authority or as an agent of his employer.

5.8 To Treat with Respect

An implied duty of mutual respect exists in every employer/employee relationship.

In the case of *Donovan vs Invecta Airways Ltd.*, it was stated that each of the parties should treat the other with such a degree of consideration and courtesy as would enable the contract to be fulfilled.

6.0 DUTIES OF AN EMPLOYEE

An employee has a fundamental duty of faithful service to the employer. From this general duty flows other specific duties namely:

- i) Duty of reasonable competence to do his job. See HARMER VS CORNELIUS (1958) where the plaintiff was given a job after answering an advert for a scene painter. He was hopelessly incompetent and was dismissed only after a few days. The dismissal was held lawful as the employee lacked reasonable competence to do the work he was employed to do.
- ii) Duty of obedience to the employer's instruction unless they require the employee to do an unlawful act or to expose the employee to personal danger.

For unlawful act see GREGORY VS FORD (1951) where an employer required his employee drive a motor vehicle which unknown to the employee was not insured against third party risk as required by law. In OTTOMAN BANK LTD. VS CHAKARIAN (1930) an employee who had been sentenced to death in a particular place refused to remain working in that place, when ordered by his employer.

It was held that the employee was in his rights to refuse to obey the employer's instruction as to do so would expose the employee to personal danger.

But in BOUZOUROU VS OTTOMAN BANK LTD (1930) where the plaintiff a christian, disobeyed his employer's orders to work in a place where the government was hostile to the christian religion, it was held that he was bound to obey the employer's instruction as there was no evidence of personal danger to him.

- iii) Duty to account for all money had and received during the course of his employment. This duty is similar to that of an agent. Thus in BOSTON DEEP SEA FISHING & ICE CO. LTD. VS ANSELL (1880) where the Managing Director of a company accepted personal commissions from suppliers on orders he placed with them for goods supplied to the company. He was dismissed for breach of duty of faithful service and was sued to recover the commissions he had received. It was held that the company was justified to dismiss him and that he must account for the commissions he received to the company.

iv) Duty to exercise reasonable skill and care in the performance of his work. What is reasonable depends on the degree of skill and experience which the employee claims to have. The standard sought is that of "men and not that of angels", i.e. not perfection.

v) Duty of personal service, the relation between the employer and the employee is a personal one, and so the employee may not delegate his duties without the employer's express or implied consent. Where the employees belong to a registered trade union, and they have a collective agreement, the agreement will also provide for such matters as wages, maternity leave, time off work, health and safety; disciplinary procedure, etc..

vi) Not to disclose confidential information. An employee is under a duty not to disclose confidential information or material relating to his employers' business or to use such information in an unauthorised way. An information is confidential if the owner believes that the release of such an information would be injurious to him or advantageous to his rivals.

7.0 DISCRIMINATION AT WORK

7.1 Under the Constitution of Uganda, Art.21(1) & (2) there is provision for equality and freedom from discrimination before and under the law by all persons in all spheres. Provision is also made against discrimination on grounds of race, sex, religion, ethnic origin, colour, tribe, economic standing, political opinion or disability or mental status. This constitutional provision therefore also covers discrimination at work. There should therefore be equality between the sexes and all people at work. But the decree lays down certain types of work which women should not be employed in.

These are underground work whether in a mine or otherwise subject to specified exceptions covering women in management positions, health or welfare services etc.. who may work underground as long as they are not involved in manual work.

The decree also gives special protection for women during pregnancy e.g. maternity leave starting four weeks before delivery, and protection against dismissal during maternity leave or for absence from work for longer periods attributable to illness arising out of pregnancy or confinement. In the latter case, the woman is entitled to at least a minimum of two months unpaid leave after one month paid leave before a notice of termination can be given to her.

7.2 There are also cases where the employer may be allowed to discriminate if there is sufficient reason. For example, the sex of the employee may be a genuine occupational qualification for the job. In cases of race, authenticity in entertainment, art or photography may justify racial discrimination e.g. a black-man to play, Otheino, or maintenance of ethnic authenticity in a bar or restaurant such as Chinese waiters in Chinese restaurant.

7.3. Young Persons

Persons below 18 years generally are not to be employed. Persons below 12 years may be employed on such light work as may be prescribed by the Minister. Persons below 16 years are not to be employed underground at any time except under an apprenticeship

training. Nor should they be employed to work during the night in any industrial undertaking, except where the Commissioner for Labour has authorised such employment for the purposes of apprenticeship or vocational training; or in cases of emergency; or in employment which is injurious to health, dangerous or otherwise unsuitable.

8.0 TERMINATION OF CONTRACT - SS.20-28 E.D.

Like every other contract, a contract of employment may be terminated by performance, agreement, frustration or by breach, or by notice and by dismissal.

8.1 PERFORMANCE - S 20(1)(a) E.D

If an employee is engaged to do a specific job or for a specific period, the contract will come to an end after the completion of the specific job or after the expiration of the specific period.

8.2 FRUSTRATION - SS.20(1)(b) and 21 E.D.

Under this head, illness or death of the employee or the impossibility of performance not due to the fault of either party terminates the contract by operation of the rules of frustration. Therefore, a contract of employment is terminated by the death of either party or if the employer is a company, upon winding up or liquidation of the company.

But the death or winding up or liquidation of the employer will not affect rights of the parties which have already accrued. If it becomes impossible to perform the service for which the employee is engaged due to a supervening event not due to the fault of either party, the contract may be discharged. Also illness of the employee may, if prolonged, discharge the employment contract. Thus in POUSSARD VS SPIERS & POND (1876) where a lead singer in new opera became ill during rehearsals and missed the opening night and the first month, it was held that the employment contract was frustrated and therefore terminated by the plaintiff's illness which made it impossible for her to perform, see also S57(3) E.D.

8.3 NOTICE

The employment contract may be terminated by notice. The length of notice may be provided in the contract itself, but if the contract is of an indefinite duration and is silent on the question of notice, then the minimum period of notice shall be that provided in S.24 E.D. as follows:

- a) if the employment has lasted less than 12 months, one week's notice.
- b) if the employment has lasted at least 12 months but less than three years, 15 days' notice.
- c) if the employment has lasted at least 3 years but less than 5 years, one month's notice.
- d) if the employment has lasted at least 5 years but less than 10 years, two month's notice.
- e) if the employment has lasted more than ten years, three month's notice.

The same notice may also be given by the employee and in lieu of the notice, either party may pay to the other money equivalent to wages of the length of the notice period. The

notice is required to be in writing. Unless it is expressly provided, no reasons need be given for termination.

8.4 AGREEMENT

Under S.22 E.D. a contract of employment may be terminated by agreement provided that the employee's rights to repatriation and other benefits due to the employer under the contract are safeguarded. If there is any dispute about these conditions, the dispute must be referred to an authorised officer who will satisfy himself that the employee has freely consented to the agreement without coercion, fraud, mistake, misrepresentation or undue influence, and that all monetary liabilities between the parties have been settled.

8.5 BY COURT

Either party may apply to court for the termination of the contract of employment.

8.9 REPUDIATION OF CONTRACT BY EMPLOYEE

If the employee resigns or goes on strike or fails to perform the contract or observe its conditions, he is in breach which entitles the employer to dismiss him and treat the contract as discharged by the employee's breach.

9.0 REMEDIES OF THE EMPLOYEE

9.1 REINSTATEMENT

Under common law, no order for specific performance can be made in respect of a contract of employment. Therefore courts do not ordinarily order reinstatement of an employee who has been wrongfully dismissed. Reinstatement is therefore not a remedy which is readily available in cases for breach of contract of employment.

9.2 DAMAGES

A claim for damages for a wrongfully dismissed employee is the only effective remedy available and the damages are based on the loss of earnings. In the case of a contract terminable by notice, the measure of damages is usually the sum that would have been earned if a proper notice had been given. An award can also be made of other benefits which were part of the earnings the employee was entitled to by nature of his employment. Like in ordinary contracts, a dismissed employee is under a duty to mitigate his losses.

9.3 REPATRIATION

Under the employment decree, 1975, an employee who has been brought to the place of employment by his employer has a right to be returned to the place of recruitment on termination of the contract of employment in the following cases:

- a) on expiry of the term of contract
- b) on termination due to the inability of the Employer to fulfil the contract.
- c) on termination due to the inability of the employee to fulfil the contract due to illness or accident
- d) on termination by agreement of the parties unless the agreement expressly provides otherwise.

- e) by order of court on application of either party unless the court decides otherwise.

Note, however, that the employer may be exempted from the liability for repatriation by an authorised officer where:

- a) the employee signifies in writing that he does not wish to exercise the right of repatriation.
- b) the employee has been settled at his request with his consent at or near the place of employment; or
- c) the employee fails to exercise his right of repatriation within six months from the date of termination of contract; or
- d) the contract has been terminated by court as a result of fault on the part of the employee.

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Course Name : Computer Theory and Applications

Course Description

The Course deals with the introduction, background and significance of computers, computer hardware and software, networking and the internet, the various computer devices and their applications such as operating systems, input/output devices etc, to students. The Course explains some practical applications such as Ms Word, Ms excel, Power point and their presentation and browsing the internet. It provides prior knowledge to computer language program which can be helpful at further stages of Computer studies.

Course objectives

- To help students attain basic knowledge of the computer
- To help students to become familiar with the use of internet and browse the World Wide Web through routine practice.
- To enable students develop foundational skills for information technology.

Course content

Introduction to computers

- Information management
- Why were office systems less beneficial than computerized systems
- Why computers are better than people
- Limitations of computers
- Effects of office automation on business
- Definition of computers
- Characteristics of computers
- Types of computers

Hard ware concepts

- The processor and its elements
- Manual input devices that include keyboard, web camera, the monitor, mouse
- Automatic input devices that include modems, magnetic ink character recognition, optical mark reading, magnetic stripe cards
- Output devices that include VDU, speakers, printers,
- Storage devices that include; hard disks, floppy disks, Flash disks, tape storage

Networks and data communications

- Configurations that include; centralized, decentralized and distributed processing as well as key features of distributed processing
- Networks that include: Local Area Network(LANs), Wide Area Networks(WANs),Metropolitan Area Network(MAN), storage Area Networks
- Client-server computing
- Data communication that include; oral, paper and electronic data communication
- Data transmission equipment that include; coaxial cables, modems, multiplexers

Software Concepts

- Definition of software
- Operating system
- Functions of an operating system
- Windows, MS-DOS, features of windows 95, features of windows 98
- Application software and packages
- Examples of word processing programs
- Spread sheets
- Examples of spread sheets

Personal Information Managers (PIM)

- Importance of PIM
- Examples of PIMs
- Integrated packages
- Utility programs
- Viruses
- Types of viruses and how they are transmitted

Programming Languages

- Low level language i.e Machine code, assembly
- High level language
- Advantages of high-level languages over low-level language

Assessment

Course work 40%

Exams 60%

Total Mark 100%

CHAPTER ONE

1:0 ATTRIBUTES TO INFORMATION

Everything that we do, either in our personal life or as part of the activities of work depends on information. Therefore, information is a key resource for success of most of the companies and organisations.

Information refers to facts or knowledge about something, which could be important for decision-making.

1:1 INFORMATION MANAGEMENT

Like any other resource, i.e. machines, money, etc. Information must be controlled and organised. It should be managed (collected, organised and controlled). Information management is accomplished by the factors considered below:

i) Identifying current and future information needs

Information is always needed for current decisions e.g. current sales performance, and any likely future changes e.g. need for future expansion.

ii) Identifying Information Sources

In order to make good decisions, the information used must be collected from proper sources e.g. if the company sales are affected by weather, then reliable information about weather should be collected from Meteorological Department.

iii) Collecting the Information

Some information may easily be collected using any simple means, but other information may only be got after using wise tactics or a series of procedures e.g. a profit for the month, or year.

iv) Storing the Information

Information collected should always be stored securely and accessibly to enable future use and reference.

v) Ensuring that information is communicated to the right person who needs it

Always information should only be communicated to people who need it and kept away from those who don't deserve it.

1:2 DEFINITIONS

Data

These are the raw materials for information. Any thing that the computer can work with, either numbers of any kind, texts, facts, etc.

Information

This refers to processed data. Items that have been re-arranged so as to give the user a meaning, which could be vital for decision-making.

Qualities of good information

Good information has a number of specific qualities for which accurate is a useful mnemonic (symbol).

Accurate

Information should obviously be accurate because using incorrect information could have serious and damaging consequences.

Consistency

Especially in accountancy, information should always be consistent e.g. if the March report of slow paying students is prepared on the basis that slow paying students are those who have not paid within 60 days, but the August report considers students who have not paid within 30 days, then is not valid to compare the two reports.

Clarity

The information should always be clear to the user. If the user can't understand the information, then he certainly can't use it properly.

Reliability

Information must be trusted by the managers who are expected to use it. An information source may therefore play a great role here.

Communication

Information should always be communicated to the right person.

Channel of communication

Depending on the type of information being communicated and to person(s) for whom it is intended, a proper channel should always be used.

Volume and brevity

Information should be brief, so long as this does not mean that it is incomplete or inaccurate. Huge volumes of information may be hard to absorb even if all of it is relevant.

Timing

Information should always be delivered in time, as information delivered shortly after a decision is already taken is always useless however relevant and accurate it is.

Cost

The benefits to be achieved from the information should outweigh the costs involved in obtaining and communicating it to the people concerned. This may either be in the short or long run.

Question:

What is information? What are the main qualities of good information?

1:3 TECHNOLOGY FOR INFORMATION

Information handling and processing in offices has been made easy due to enormous development in office machines and computers.

However on the other hand the manual systems exist along side computerised systems.

Why manual office systems are less beneficial than computerised systems.

- ◆ Labour productivity is usually lower, particularly in routine and operational applications.
- ◆ Processing is slower where large volumes of data need to be dealt with.
- ◆ Risks of errors are greater, especially in repetitive work like payroll calculations.
- ◆ Information is generally less accessible.
- ◆ It is difficult to make corrections or alterations.
- ◆ Quality of output is less consistent and not as high as well-designed computer output.

Why computers are better than people

- ◆ For storing information
- ◆ It's more accurate than humans
- ◆ It works faster than humans
- ◆ Its automatic i.e. carries out many operations without human input
- ◆ It is diligent i.e. works for long hours without getting tired
- ◆ It's used for entertainment
- ◆ It's used for communication e.g. email, Internet

- ◆ It's used for data base management i.e handling large volumes of information (data)
- ◆ It's used for computations

LIMITATIONS OF COMPUTERS

- ◆ Less flexible than humans
- ◆ Have to be explicitly "told" what to do
- ◆ If an unanticipated situation arises, PCs can produce erroneous results
- ◆ Have no potential to work out a solution

1:4 OFFICE AUTOMATION

This is majorly composed of word processing, spreadsheets, databases, telephone and fax (facsimile) and networks.

Effects of office automation on businesses

Office automation has an enormous effect on business in a variety of ways:

◆ Routine processing

The processing of routine data can be done in bigger volumes, at greater speed and with greater accuracy than with non-automated - manual system.

◆ The paperless office

There might be less paper in the office (but not necessarily so) with more data processing done by keyboard. Data storage done electronically other than using papers.

◆ Management information

This is likely to change both in nature and quality, as more information will easily be available and accessible, through information analysis done easily and so on.

◆ Organisation structure

This may change, as the PCs are likely to be locally controlled in an office or branch, creating a shift to decentralisation.

◆ Customer Service

This can improve especially if the customers can call an organisation and the feedback the staff give to callers is from the organisation's on-line data base.

1:5 HOME WORKING

Advances in communication technology have, for some tasks, reduced the need for the actual presence of an individual in the office. This is particularly true for tasks involving computers.

The advantages of home working for an organisation involve the following:

a) Cost saving on space

Rental charges are a little high and if some employees can do their work from home, then this will reduce on the space occupied and thus the rental fees.

b) A larger pool of labour

More applicants are expected especially for clerical positions, especially from people who are committed elsewhere and office time tables may collide.

c) Freelance employees

This category of employees will be good for the organisation as there will be no sick pay, holiday pays and salaries especially when there is no sufficient work.

The advantages to the individual

- ◆ No time wasted commuting to the office.
- ◆ The work can be organised flexibly around the individual's domestic commitments.
- ◆ Jobs that require concentration may sometimes be done better at home without the office disruptions.

Disadvantages

To the Organisation

The major disadvantages to the organisation are normally lack of control as managers will have no close supervision of the workers.

To the Individual

◆ Isolation

If just forced to work from home, this may cause barriers to social life experienced in offices.

◆ Intrusions

A home worker is vulnerable to home interruptions e.g. a kid or members of the family who may forget that the individual is home working.

◆ Adequate Space

It may not be always possible to obtain a quiet space at home in which to work.

- ◆ Freelance home workers normally have fewer rights compared to office stationed workers.

Question:

Today home working is booming in employment sector, what do you think has led to this and what advantages does the organisation get from this kind of trend?

1:6 IT AND ACCOUNTING (ACCOUNTING PACKAGES)

Years back, accounting records were only prepared manually, developments in information recording technology has however advanced and now the same accounting records can be made using computers e.g. ledgers, trial balances,

profit and loss accounts, balance sheets, etc. The only difference is that these various books of accounts have TO be count invisible and can only be called out.

The advantages of accounting packages compared with a manual system are as follows:

- ◆ Non-specialists can use the packages.
- ◆ A large amount of data can be processed very quickly.
- ◆ Computerised systems are more accurate than manual.
- ◆ Double entry is automatic

If you enter the details of an invoice the system automatically updates the sales account, the VAT account, the debtor's ledger control account and the memorandum of sales ledger account. There is no need to enter the information four times.

- ◆ Integration; all ledgers and records can be linked up.
- ◆ Easy information analysis in terms of trial balance or a debtors' schedule.

Disadvantages

The advantages of computerised accounting systems far outweigh the disadvantages, particularly for large businesses. However, the following may be identified as possible disadvantages.

- ◆ The initial time and costs the system, training personnel and so on.
- ◆ The need for security checks to make sure that unauthorised personnel do not gain access to data files.
- ◆ The necessity to develop a system of coding and checking.
- ◆ Lack of audit trail. It is not always easy to see where a mistake has been made.
- ◆ Possible resistance on the part of staff to the introduction of the system.

Types of accounting packages

The most widely used packages are as follows:

Small business (1-10 people)

- ◆ Sage Line 100 or Line 50
- ◆ Quick books
- ◆ Tas books

Small to medium (10-30 people)

- ◆ Sage Sovereign
- ◆ Pegasus opera
- ◆ Exact
- ◆ Multisoft prestige

Medium - sized businesses (30-200 people)

- ◆ Sun-accounts
- ◆ Tetra chameleon
- ◆ Scala
- ◆ Dynamics

Large business (200 - 2000 people)

- ◆Coda
- ◆JBA

Very large businesses

- ◆SAP
- ◆Oracle
- ◆Dun & Brad Street

CHAPTER TWO HARD WARE CONCEPTS

2:0 INTRODUCTION

Under this chapter, we shall look at the following:

- ◆ Computer components
- ◆ Characteristics of a computer
- ◆ The Processor
- ◆ Other peripherals
- ◆ Manual input devices
- ◆ Automatic input devices
- ◆ Output devices
- ◆ Storage devices

2:1 COMPUTER COMPONENTS

Hardware - these are the physical parts of the computer e.g the mouse, monitor, and keyboard

Software - these are the invisible components of the computer. They are the programs and instructions, which run the computer

User- should be trained personnel

2:2 COMPUTERS

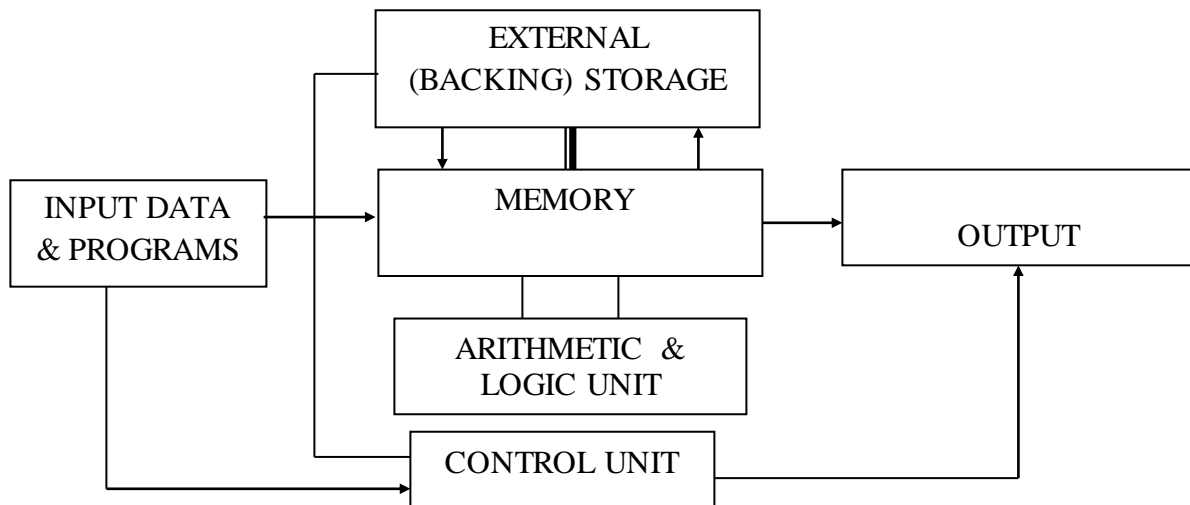
Definition:

A computer is a device, which will accept input data, process it according to programmed logical and arithmetic rules, store and out put the results. A computer is therefore a mixture of physical things like keyboards, mice, screens, circuits and cables (hard ware) and intangible arithmetic and logic (software). Hardware means, the various physical components (tangible) as opposed to the non-tangible software elements.

CHARACTERISTICS OF COMPUTERS (Assignment)

- ◆Machine
- ◆Processing
- ◆Versatile- performs multiple functions easily
- ◆Electronic
- ◆Automation
- ◆Storage- stores a lot of information in a very small space

- ◆ Accuracy
- ◆ Compatibility
- ◆ Consistency



Types of Computers

These are categorised by size and output

By Output

- i) Digital
- ii) Analogue

By Size

- i) Super computers
- ii) Main frame computers (at times called enterprise servers)
- iii) Mini computers, now often called mid-range computers
- iv) Micro-computers, now commonly called PCs.

We shall group (iii) and (iv) as 'Small business computers'.

Super Computers

A super computer is used to process very large amounts of data very quickly. They are particularly useful for occasions where high volumes of calculations need to be performed, for example in meteorological or astronomical applications.

Main frames

A main frame computer system is one that has at its heart a very powerful central computer, linked by cable or telecommunications to hundreds or thousands of terminals, and capable of accepting simultaneous input from all of them.

- ◆ Other characteristics include:
- ◆ Has centralised service departments
- ◆ Handles multi-level output
- ◆ Very high processing speed
- ◆ Have disk drives like magnetic tapes

- ◆ Very large size therefore handles big tasks and can support many users
- ◆ Stores vast amount of data
- ◆ Industrial use
- ◆ Expensive but slightly smaller than super computers
- ◆ Support services for data preparation, control and programming

Medium and small business computers

Mini computers

A mini computer is a computer whose size, speed and capabilities lie some where between those of a main frame and a PC.

Characteristics

- ◆ Smaller than mainframe computers
- ◆ Have smaller storage capacity and are slower
- ◆ Linked to other computer workstations
- ◆ Handles multi-level output
- ◆ Are large in size
- ◆ Disk drives include tape drives
- ◆ Environmental control is not necessary
- ◆ Limited output and input peripherals

Personal Computers

The 'personal computers' (or 'micro computers') are the most common computers available in most of the businesses and even in homes.

Characteristics

- ◆ Small for personal use.
- ◆ Low output
- ◆ Operated in desks
- ◆ Most common computers in business
- ◆ Handles relatively big tasks
- ◆ Have fairly good processing speed
- ◆ Have limited input and output devices
- ◆ Compilers and interpreters are permanently stored in hardware as ROM
- ◆ They are often linked together in a network to enable sharing of information between users.

File servers

A file server is more powerful than the average desktop PC and it is dedicated to providing additional services for users of networked PCs.

A very big net work may use a 'main frame' as its server, and indeed main frames are beginning to be referred to as 'enterprise servers'.

Portables

The original portable computers were heavy, weighing around five kilograms, and could only run from the mains electricity supply. Subsequent developments allow true portability.

i) The Laptop. Powered either from the electricity supply or using a rechargeable battery. It uses 3½" disks, CD - ROMS, liquid crystal or gas plasma screen and is fully compatible with desktop PCs.

ii) The notebook is about the size of an A4 pad of paper. Some portables are now marketed as 'sub-note books'.

iii) The pocket computer or hand held, may or may not be compatible with a true PC.

Much as PCs (portables) may be very popular because of their easy way of transportation and occupation of smaller space in offices, they have some draw backs;

i) Key board ergonomics

The keys are too small, or too close together for easy, quick typing.

ii) Battery power

They normally don't last for long periods.

A typical PC specification may involve the following:

◆ Intel 233 mhz pentium 11 processor 33.6 kbps internal fax modem.

◆ 64 MB FAST EDO RAM (expandable to 512 MB)

◆ 6.4GB hard disk drive, 15" SVGA colour monitor LR, NI up to 1024 x 768 energy star compliant.

Advantages

◆ Easy to transport

◆ Occupy small spaces in offices

2:3 THE PROCESSOR

The processor is the 'brain' of the computer.

Definition

A processor is the collection of circuitry and registers that performs the processing in a particular computer and provides that computer with its specific characteristics.

The processor (sometimes referred to as central processing unit (or CPU) is divided into three areas.

◆ The Arithmetic and Logic Unit, (ALU)

◆ The Control Unit,

◆ The Main Store or Memory (RAM & ROM)

In modern computer systems the processing unit may have all its elements - arithmetic and logic unit, control unit and the input/output interfall on a single 'chip'.

Definition

A chip is a small piece of silicon upon which is etched an integrated circuit, which consists of transistors and their interconnecting patterns on an extremely small scale.

The chip is mounted on a carrier unit which is 'plugged' on to a circuit board called the mother board with other chips, each within their own functions such as sound (a 'sound card') and video (a 'video card').

Arithmetic and Logic Unit (ALU)

The ALU is the part of central processor where the arithmetic and logic operations are carried out. These include arithmetic (e.g. adding and multiplying) and logical functions such as comparison, movement of data, etc.

Control Unit

The control unit receives program instructions, one at a time, from the main store and decodes them.

- ◆ It then sends out control signals to the peripheral devices.
- ◆ Registers are paths that connect the ALU to the main memory
- ◆ Data buses are wires connecting the micro processor to the memory through which data flows
- ◆ An address is a pattern of channels that identify a unique storage location
- ◆ Toner is an electronically charged dry ink substance used in printers

Memory

The computer processing is normally much faster if the computer has the information it needs readily to hand.

The computer's memory is also known as main store, internal store or immediate access storage. The memory will hold the following.

- i) Programs, the control unit cuts on program instructions that are held in the store; these program instructions include the operating systems.
- ii) Some input data. A small area of internal store is needed to take in temporarily the data that will be processed next.
- iii) A working area. The computer will need an area of store to hold data that is currently being processed or is used for processing other data.
- iv) Some output data. A small area of store is needed to hold temporarily the data or information that is ready for output to an output device.

Each individual storage element in the computer's memory consists of a simple circuit which can be switched on or off. These two states can be conveniently expressed by the numbers 1 and 0 respectively.

Each 1 or 0 is a bit.

Bits are grouped together in groups of eight to form bytes.

A byte may be used to represent a character for example, a letter, a number, or any other symbol. The characters formed can be grouped together to form words or figures, etc.

Since a byte has 8 bits, there are 2^8 , or 256, different combinations of 1s and 0s, which is sufficient to cover numeric digits, upper and lower case alphabets, punctuation marks and other symbols.

The processing capacity of a computer is in part dictated by the capacity of its memory. Capacity is calculated in kilo bytes ($1\text{kb} = 2^{10}$ (1024)), (megabytes = 2^{20} bytes), and gigabytes (2^{30}) or Kb, Mb and Gb.

Port

This is a socket in the CPU into which peripherals can be connected

Expansion Slot

These are access slots to where computer cards can be fixed on a CPU during upgrading

Types of Memory

There are basically two types of memory i.e. RAM and ROM.

RAM: (Random Access Memory)

This is the memory that is directly available to the processing unit. It holds the data and programs in current use. Data can be written on to or read from Random Access Memory.

RAM is 'volatile'. This means that the contents of the memory are erased when the computer's power is switched off.

Memory Cache

Primary cache

This is a small capacity but extremely fast memory chip which save a second copy of the pieces of data most recently read from or written to main memory. When the cache is full, older entries are 'flushed out' to make room for new ones. Primary cache is often part of the same chip as the CPU.

Secondary cache

This is a larger, slower cache between the primary cache and the main memory.

The principal here is that if a piece of data is accessed once it is highly likely that it will be accessed again soon after words, and so keeping it readily to hand will speed up processing.

ROM (Read Only Memory)

This is a memory chip into which fixed data is written permanently at the time of its manufacture. New data cannot be written into the memory, and so the data on the memory is unchangeable and irremovable.

ROM is 'non-volatile' memory, which means that its contents do not disappear when the computer, power source is switched off.

A computer's start-up program, known as a 'boot strap' program, is always held in a form of a ROM. 'Booting up' means running this program.

When you turn on a PC you will usually see a reference to BIOS (Basic Input/Output System). This is part of the ROM chip containing all the programs needed to control the key board, screen disk drives and so on.

2:4 OTHER PERIPHERALS

◆ Uninterrupted Power Supply (UPS)

It stabilises the power thus enabling the user to save his/her work before the power supply is completely terminated. Hence it's called a stabiliser.

2:5 MANUAL INPUT DEVICES

These are input devices, which are quite labour - intensive. They include the following:

Keyboard

This is a board of keys, which includes the alphabet, numbers (0-9) and some basic punctuation, together with other keys. It is used to enter data into the computer's main memory. It resembles a typewriter except for some keys like the function keys (F1, F2 etc), control keys, alter keys, escape keys etc. It mainly has three parts:

- ◆ The alphabetical keypad - these include letter keys A-Z
- ◆ The functional keypad - (F1-F12)
- ◆ The numeric keypad - (0-9)

There are 2 types of keyboards:

Standard Keyboard	Enhanced Keyboard
◆ Older style	◆ Latest style and most common
◆ Has 10 function keys on the left hand side of the keyboard	◆ Has 12 function keys at the top of the keyboard
◆ Cursor keypad is on the right and is used for numeric entry	◆ Has shift, control and alt keys on both sides of the space bar

The Function Keys

F1 - is used for help

F2 - is used for page setup/programming

F3 - is used for page break down or break up

F4 - is used for moving a group of words from one position to the other

F5 - is used for password

F6 - is used to replace a word

F7 - is used for exiting/closing the screen

F8 - is used for sizing the appearance of the screen

F9 - is used for envelope set up

F11 – is used for highlighting the appearance of the screen

Other Keys

Caps lock- is used for writing capital letters

Shift keys- used to obtain the uppercase character of a button

Enter Key – used for creating spaces between lines. They also move the cursor to the next line. It also executes commands

Back space key – is used to erase letter by letter at any cursor point. A cursor is a blinking feature that indicates a point of insertion i.e the point where the next character will appear

Space bar – it creates space between words

Delete key – it deletes error at cursor point

Insert key – it is used to insert a missing letter in a group of words

Home keys – it is used to take the cursor back home

End key- it takes the cursor either at the end of the line or end of the document

Page up/down – takes the cursor at the upper or down page

Tab key – it is used for making paragraphs

Arrow keys – are used for moving through the document

/ Forward slash

\ Back slash

: Full colon

* Asterisk

. Period

; Semicolon

? Query

, comma

Web Camera

It enables the user to take photographs and view the other person online

The VDU (Visual Display Unit) – the Monitor

This can be used in conjunction with a keyboard to display text to allow the operator to carry out a visual check on what she has keyed in.

It can also be used to give messages to the operator, and the operator can respond to messages by keying in new instructions. The monitor gives a soft copy of the data held by the computer.

It's both an input and output device.

Types of VDUs

◆ Coloured screens which display information in various colours

◆ Monochrome screens which display in black and white

◆ Graphic screens which display information in graphs

Mouse

This is often used in conjunction with a keyboard, particularly in windows - based systems. It may be used in place of a keyboard. It's used with windows programs to provide additional flexibility to the user

Even joysticks and track balls may also be used as the mice.

Parts of a mouse

- ◆ Left- for clicking
- ◆ Right- for popping
- ◆ Middle- moving up and down the document

2:6 AUTOMATIC INPUT DEVICES

These include the following:

Modems

When the modem converts analogue signals to digital signals during data transmission, is said to be an input device.

Magnetic ink character recognition (MICR)

MICR is the recognition by a machine of special formatted characters printed in magnetic ink. This is done using ink, which contains metallic powder and special typewriters.

Optical character recognition and scanners

OCR is a method of input involving a machine that is able to read characters by optical detection of the shape of those characters. Optical (or laser) scanners can read printed documents by recognising the characters, convert them into machine code and record them.

The advantage of OCR over MICR is that the OCR can read any ordinary typed or printed text provided the quality of the input document is satisfactory.

The disadvantage however, evolves around the distinction between O and 0, then 1 and I which is a bit hard.

Optical Mark Reading (OMR)

This is normally used for numeric characters. Values are denoted by a line or cross in an appropriate box, whose position represents a value, on a pre-printed source document (or card). The card or sheet is then read by a device which senses the mark in each box and translates it into machine code.

An example would be a multiple choice question paper.

Bar Coding and Electronic Point of Sale (EPOS)

A bar code reader is a device, which reads bar codes, which are groups of marks which, by their spacing and thickness, indicate specific codes or values. Normally used in super markets.

EPOS devices use bar coding and act both as cash registers and as terminals connected to a main computer.

This enables the computer to produce useful management information such as;

- ◆ Sales details and analysis
- ◆ Stock control information

And all this very quickly

Magnetic Stripe Cards

These can be used at the door entrances where the card is passed over the reader which senses the information to the computer to open the door if the holder of the card is supposed to enter. They are also used in banks by Automated Teller Machines (ATM).

Voice recognition

A computer software has been developed that can convert speech into computer sensible form. The input device needed here is Microphone. The available software currently require the user to speak very slowly, dictating one word at a time - but this all can at best be 90% accurate.

Question

- a) What is the major distinction between ROM and RAM.
- b) Briefly describe 8 (eight) input devices to computers.

2:7 OUTPUT DEVICES

These are devices that communicate the results of processing from the computer to the user. This could be a process or just an instruction. They include the following:

Visual Display Unit (VDU)

As output devices, these can usually be used where there is no requirement for a permanent output and when the volume of the output is small. E.g. in cases of a single enquiry or current balance on account.

Speakers

These tend to output audio stored information e.g. at the airport, the computer through loud speakers may pass announcements to passengers, or you can listen to your favourite music from the computer using its speakers, etc.

Modem

This acts as an output device when the digital signals are converted into analogue signals so as to be transmitted over a telephone line.

Printers

This is a device that prints texts, graphics or images on paper producing hard copy (hard copy refers to a document on the paper as distinct from that one of the screen).

Classification of Printers

Printers can be classified as:

- ◆ Impact printers
- ◆ Non- impact printers

IMPACT PRINTERS

These mechanically strike the paper during the printing. The print elements i.e. hammer, ribbon and ink strike the paper to deposit the characters on it after relieving signals from the computer's central processing unit. Impact printers are comparatively noisy and slow.

Examples include:

Dot matrix printer- the characters it prints consist of series of dots arranged in a pattern to form the characters.

Daisy wheel – The printing mechanism involves a wheel on which available characters are located. In the course of printing, the wheel rotates as it impacts the required characters onto the paper.

NON - IMPACT PRINTERS

Here with these printers, the paper is not mechanically struck, but the printing is quickly done with the print elements like laser beams, heat, ink to produce hard copies.

Examples of these include:

Laser printers, Inkjet printers, Epson printers etc.

Differences between impact and non impact printers

- ◆ Non-impact printers are fast compared to the slow impact printers.
- ◆ Impact printers use inked ribbons yet non-impact printers use thermo or electrostatic principles.
- ◆ Impact printers are cheap yet non-impact printers are expensive due to the technology used to make them.

- ◆ Impact printers are generally noisy while non-impact printers are quite quiet.

Another classification of printers would be based on single print output i.e., character, and line or page printers.

Character printers print character-by-character - hence comparatively slow.

Line printers print an entire line at a time - hence comparatively fast and more expensive than character printers but less costly than page printers.

Page printers print the whole page at a go thus the fastest and most expensive printers.

A character can be, a number, letter, symbol, etc.

Plotters

These are devices that produce hard copy of complex drawings such as graphs, engineering, drawings, maps, curves, etc.

2:8 STORAGE DEVICES

These are items/devices that can be used to store Data or Information for subsequent use. They include the following:-

Disks

This is a device that aids in reading and writing information to and from a secondary storage device. They are the predominant form of backing storage medium nowadays because they offer direct access to data, an extremely important feature.

Data is held on a number of circular, concentric tracks on the surfaces of the disk, and is read or written by rotating the disk past read/write heads, which can write data from the CPU's memory on to disk, or can read data from the disk for input to the CPU's memory. The mechanism that causes the disk to rotate is called a disk drive.

The Disk Drive

This is the media where computer programme files reside e.g. hard disk, floppy disk, CD-Roms, magnetic tapes etc

Hard disks

A modern business PC invariably has an internal storage medium, but external disks may be used too. Everything stored by a user on the computer is stored on the hard disk. Internal storage medium. Stores most computer applications. Capacity usually 100MB. Designed with letters - C to S. Hard disks are metallic storage device on which data and information are magnetically stored on round metallic platters. Hard disk of different storage capacities are available e.g. those of 40 MB, 2GB, 4GB, 10GB, etc.

There are also removable disk packs which can be used for back-ups, mass storage or for moving files between computers.

Examples include;

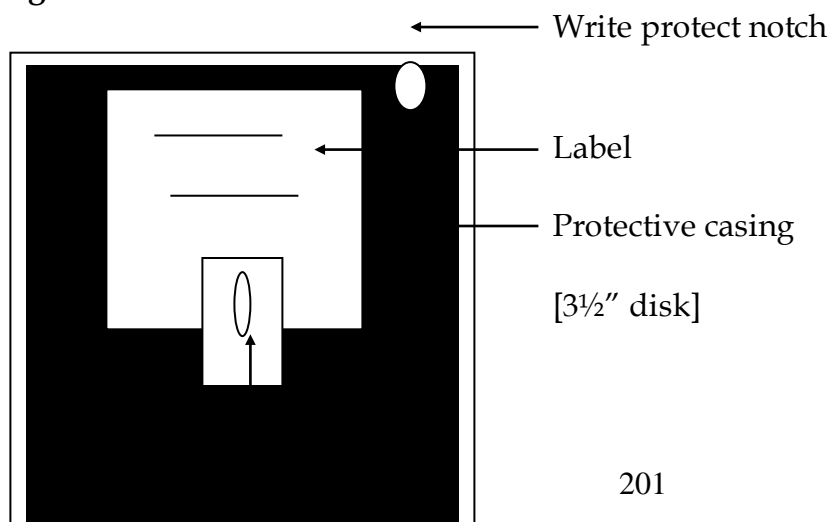
- ◆ IDE (Integrated Drive Electronics)
- ◆ Zip drive
- ◆ Jaz drive, etc.

Floppy disks

Computer data or information can be stored externally on floppy disks.

A floppy is a flat circular plastic platter held permanently in a plastic case. A normal average floppy disk is about 3½". This can hold up to 1.44 Mb of data.

Diagram



Precautions for storing floppy diskettes

- ◆ Keep away from Magnetic fields
- ◆ Keep away from Excessive heat
- ◆ Keep away from Moisture
- ◆ Keep away from dust
- ◆ Avoid throwing about
- ◆ Write protect to combat viruses

Differences between floppy disks and hard disks

- ◆ Floppies are flexible yet hard disks are permanently fixed though a few of them (hard disks) can be moved.
- ◆ Floppies are plastic yet hard disks are metallic.
- ◆ Hard disks store more information than floppies
- ◆ Floppies have lower reading capacity than hard disks.

Compact Disk-Read Only Memory (CD-Rom) Drives

External storage medium. Storage capacity is more than the floppy disk, hard drive. Designed with letters D to E

Flash Disks

More storage capacity than CDs. Holds about 178 floppy disks or 120 MB. Has high data transfer speed and compatible to operating systems like Windows XP. 2000

Tape Storage

Tape cartridge is another but now less commonly used storage device. It is not any different from audio or video cassette tape except that some are larger than normal audio cassettes.

Like any audio or video cassette, data has to be recorded along the length of the computer tape and so it is more difficult to access. It is not usually possible to read from and then write on to a single piece of tape. Reading and writing are separate operations using separate heads and so two drives are necessary for the two operations. Tape store more data than floppies. Fast tapes which can be used to create a back-up file quickly are known as tape streamers.

File update on tape storage facility is in a such way that, the changes are made on the current tape and get recorded on a completely new tape. This means that every time a change or update is to be made a completely new tape is made from the previous tape containing the most recent updates. This is what we call the grandfather - father - son relationship.

Its main advantages as far as data back-up is concerned is that should the son get lost or messed up in any way, then the most recently updated tape, before the son, i.e. father is obtained and changes that occurred since the production of the son are done to the father to come up with another sons - replacing the lost one.

CD-ROMS (Compact Disk - Read Only Memory)

These are small silvery disks that are read by the CD-ROM drive using a laser. They are called read-only because you can't change the data on them. Your computer can only read and copy the data on them.

Most software these days are purchased on CD ROM, CD ROMs have massive libraries of data, vast collection of stereo sound chips, high colour graphics all of which take up a lot of storage space.

DVDs (Digital Video Disks) ROM

These are almost like CD-ROMs only that DVDs have more storage capacity (5 GB) with excellent access speeds, internet - based technologies which promise three - dimensional worlds, CD-quality sound and video.

Question

- a) Of what advantage are the external storage systems.
- b) Briefly describe 4 (four) external devices you know.

CHAPTER THREE

NETWORKS AND DATA COMMUNICATIONS

3:0 Introduction

Under this Chapter we shall look at the following;

- ◆ Configuration
- ◆ LANS, WANS, MAN and client-server computing
- ◆ Data communication

3:1 CONFIGURATIONS

The term configuration refers to the way in which computers are linked together.

- ◆ At one extreme an organisation may have just a single 'stand-alone' computer that can only be used by one person at a time.
- ◆ At another extreme, an organisation may have hundreds or thousands of computers, all able to be used simultaneously and to communicate with each other.

Centralised Processing

Centralised processing means having all the data/information processing done in a central place such as a computer centre at head office. Data will be collected at 'remote' (i.e. geographically separate) offices and other locations and sent in to the central location.

At the central location there will be:

- ◆ A central computer, probably a large main frame
- ◆ Central files, containing all the files needed for the system.

Decentralised Processing

Decentralised processing means having the data/information processing carried out at several different locations, away from the 'centre' or 'head office'. Each region, department or office will have its own processing systems, and so:

- ◆ There will be several different and unconnected computers in the various offices;
- ◆ Each computer will operate with its own programs and its own files.

Multi-user and distributed systems

In practice, information systems do not have to be entirely centralised or entirely decentralised, and a suitable mixture of centralisation and decentralisation is now normally used.

i) Local offices can have their own local systems, perhaps on PC, and also input some data to a centralised processing system.

ii) Computer systems can be networked, and there might be:

- ◆ A multi-user system; or
- ◆ A 'distributed' data processing system

Multi-user Systems

With a multi-user system there is a central computer with a number of terminals connected to it. The terminals are dumb terminals, which means that they do not include a CPU and so cannot do independent data processing.

A dumb terminal is that terminal which has no capacity for data processing.

Note:

An intelligent terminal however, is that terminal that can carry out data processing on its own without relying on the central computer.

◆ The terminals in a multi-user system might be sited in the same room or building as the central computer, or may be geographically distant from the central computer, connected by an external data link.

Definition

Remote Access

This describes access to a central computer installation from a terminal, which is physically distant.

Remote Job Entry

This is used to describe a method of processing in which the computer user inputs his data to the computer from a remote terminal.

Distributed Processing

A distributed system is a combination of processing hardware located at a central place, e.g. a main frame computer with other, usually smaller computers located at various sites within the organisation.

The central and dispersed computers are linked by a communication network.

A typical system might consist of a mainframe computer, linked to local mini-computers, linked to desktop PCs as intelligent terminals (see NB above), and to a range of peripheral equipment.

Key features of distributed processing include:

- a) Computers distributed or spread over a wide geographical area.
- b) A computer can access the information files of other computers in the system.
- c) The ability for computers within the system to process data 'jointly' or 'interactively'.
- d) Processing is either carried out centrally, or at dispersed locations.
- e) Files are held either centrally, or at dispersed locations.
- f) Authority is decentralised as processing can be performed autonomously by local computers.
- g) End- users of computing facilities are given responsibility for, and control over their own data.

3:2 NET WORKS

A network is an interconnected collection of autonomous processors. With a network there is no single central computer.

There are two main types of network, a local area network (LAN) and a wide area network (WAN). The key idea of a network is that users need equal access to resources such as data, but they do not necessarily have to have equal computing power.

LANs, WANs and client-server computing.

LANs (Local Area Networks)

Definitions:

A LAN is a network of computers located in a single building or on a single site. The parts of the network are linked by computer cable rather than via telecommunications lines.

WANs (Wide Area Network)

These are networks on a number of sites, perhaps on a wide geographical scale. WANs often use mini computers or main frames as the 'pump's that keep the data messages circulating; where as shorter-distance LANs normally use PCs for this task.

Differences between WANs and LANs

- 1. A WAN covers a greater geographical area unlike a LAN usually limited to a single building or site.
- 2. WANs will send larger computers as file servers.
- 3. WANs will send data over telecommunication links while LAN will use a cable.
- 4. WANs are normally larger than LANs and have more terminals linked to the network.

5. A 'WAN' can link two or more LANs using gateways.

Metropolitan Area Network (MAN)

This connects computers in a municipality

Storage Area Network (SAN)

These are computers connected by use of unique characters e.g. passwords

Definition

A gateway is a device that is used to connect two networks of a similar type.

Client - server Computing

As the name suggests, client server computing describes the relationship between the devices in the network.

Client

A client is a machine which requests a service e.g. a PC running a Spreadsheet programme which it requests from a storage machine (the sever).

A server on the other hand, is a machine dedicated to providing a particular function or service requested by client. Servers include; files servers, print services e-mail and fax servers.

Types of file servers:

Low end file server

This is used in a network of about six people or users running a couple of software applications and a database.

Mid range file server

This might support 20 to 30 users.

High end file server

Is used in a large dependent network of about 50-100 users, handling transactions, processing and an accounting system.

Network Operating System

This is a set of programmes responsible for the smooth running of a network.

When computers and other devices are linked/connected to form a network, they won't have the characteristics of networked computers (like sharing of data) unless the network operating system is installed.

It has the following functions;

- ◆ It establishes the link between the nodes of the network.
- ◆ It monitors the operations of a network.
- ◆ It controls the recovery process when the system or part of it breaks down.

Examples of network operating systems include:-

Novell network, Windows NT, UNiX, etc.

Advantages of Client Server Computing

1. Greater resilience

Processing is spread over several computers. So client server systems are more resilient. Should one computer/server breakdown; other locations can carry on the processing.

2. Sharing programmes and data files

This can be shared by all the PCs on the network. With stand alone PCs, each will have its own data files and might be unnecessary duplication of data.

3. Sharing of data

Each PC in a network can do the same work, providing flexibility in sharing workloads. In a peak period, two or more people can share the work without having to leave their own desks.

4. Sharing peripherals

In some cases, say LAN, five PCs might share a single on-line printer where as if there were a stand alone PC, each might be given its own separate printer. Computer sharing of peripherals is significantly of benefit especially where resources are scarce or expensive.

5. Compatibility

Client-server systems are more likely than centralised systems to have windows interfaces, making it easier to move information between applications e.g. spreadsheets and accounting programs.

Disadvantages of client-server computing

Main frames are better than client-server computing at dealing with large volumes of transactions.

It is easier to control and maintain a system centrally. Client-server computing does not favour data security compared to centralised systems.

Each location may need its own expert network administrator to keep things running smoothly. This creates unnecessary duplication of skills and over manning.

3:3 NETWORK TOPOLOGY

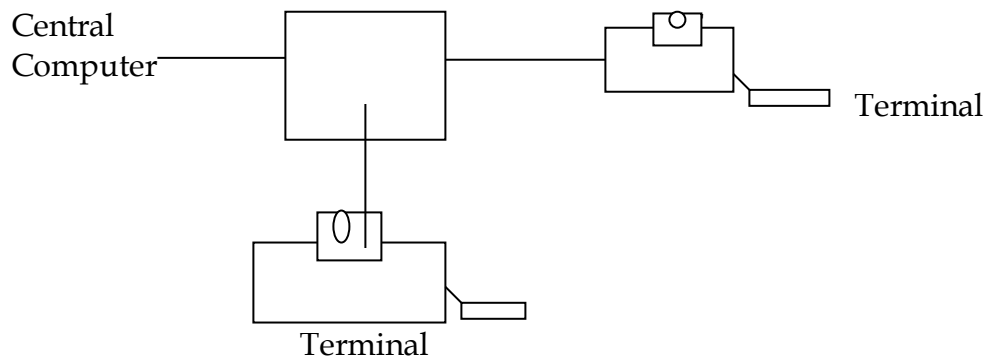
This means the physical arrangement of nodes in a network.

A node

This is any device connected to a network. It can be a computer, or a peripheral device such as a printer.

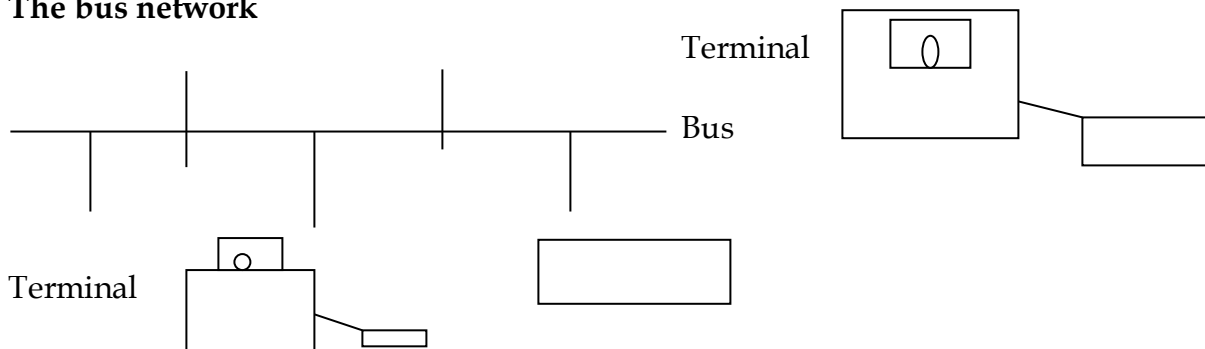
There are several LAN topologies including; the ring network, star network, bus network and Hierarchical network.

Star Network



A number of small computers or peripheral devices are linked to a central unit. The central unit may be a host computer or a file server. A host computer is a large centralised computer, usually a mini computer or a main frame. This topology is common for linking several micro computers to a main frame.

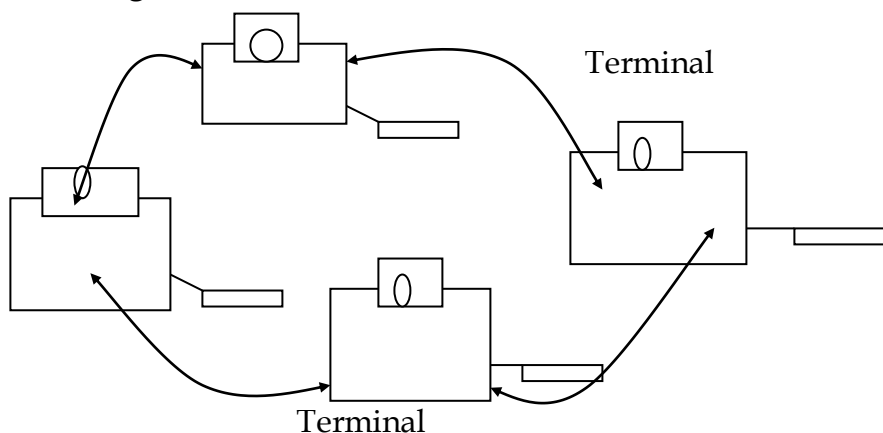
The bus network



In the bus network, each device handles its own communication control. There is usually no host computer or file server. A file server is a large capacity hard disk storage device and it basically stores data and programs.

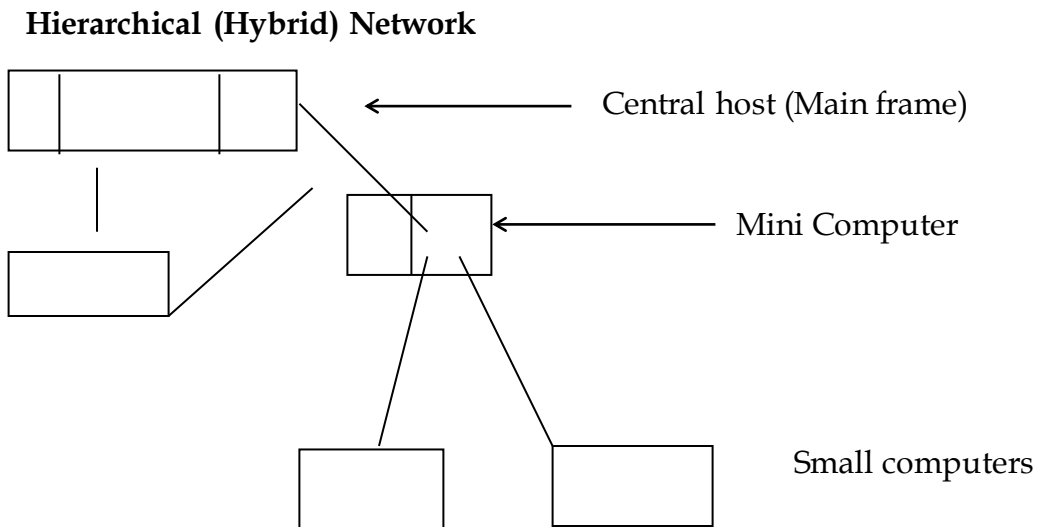
All communication in a bus network travel along a common cable called a bus. As it passes along the bus, the information is examined by each device on the network to see if its intended for it. This topology is suitable where a few micro computer are to be linked.

The Ring Network



Each node is connected to two (2) others forming a ring.

Messages are passed around the ring until they reach the correct destinations. This is the least frequently used topology.



A hierarchical network consists of several computers linked to a central host computer just like a star network. However, these other computers are also hosts to other smaller computers or peripheral devices.

The host at the top of the hierarchy could be mainframe computers, then the last level micro computers.

This topology is useful in centralised processing in organisations e.g. different departments within an organisation may have individual micro computers connected to departmental mini computers, the mini computers in turn may be connected to the organisation's main frame which contains data and programmes accessible to all.

3:4 DATA COMMUNICATION

There are three methods of data communication:

1. Oral communication
2. Paper communication
3. Electronic data communication

Oral Communication

This may occur in a face-to-face situation or by telephone.

It may involve one calling the other on phone asking for particular information, which may be given verbally on the phone.

Paper Communication

Paper-based communication involves the use of internal memoranda, computer print outs and monthly accounting reports.

E.g. copies of despatch notes raised might be sent to the relevant department to be physically matched with customer's order, so that invoices can be raised.

This method means that there is a permanent 'hard copy' record of each transaction. This method may be cheaper than electronic communication, as data communications links do not need to be set up.

The disadvantages are that there may be delay in the delivery of information, particularly between sites. Also the necessity for data transcription increases the risk of error.

Electronic communication

Here information is exchanged via computers, enhancing the amount and quality of information communicated.

Details of despatches of goods from stock might be automatically passed to the sales ledger or accounting sub-system by the warehousing or stock control sub-system so that invoices can be processed.

Advantages of Electronic Communication

Speed is guaranteed since the transmission is almost instant.

Accuracy is always good since there is some kind of automation.

This method eliminates much of human processing.

Data Transmission Equipment

a) Coaxial Cables

A coaxial cable consists of one central conductor, which is surrounded with an insulator and then with the other conductor. In this way, the outer conductor prevents interference from reaching the inner coax cables are used for high-speed network data links. Also used for TV signals e.g. Aerials.

b) Modems

For data transmission through the existing 'analogue' telephone network to be possible, there has to be a device at each end of the telephone line that can convert (Modulate) the data from digital form to analogue form, and (Demodulate) from analogue form to digital form, depending on whether the data is being sent out or received along the telephone line.

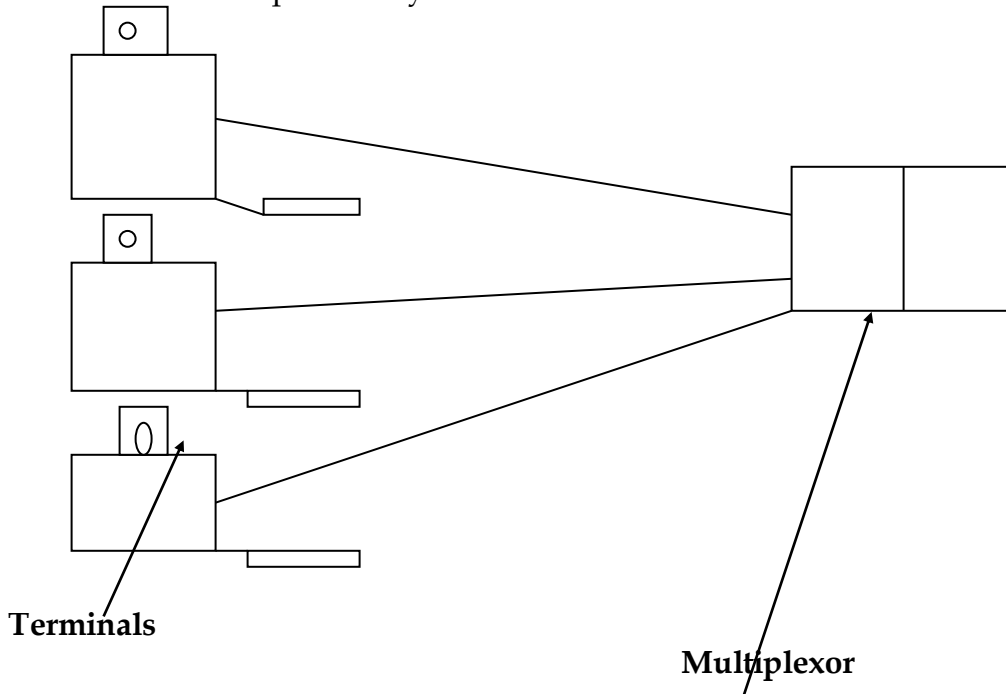
This conversion is done by devices called modems. There must be a modem at each end of the telephone line. Digital means 'of digits or numbers'. And is in coded (binary) form.

c) Multiplexors (Concentrators)

These are devices, which are used to send data from several sources down a single line at the same time.

Multiplexing involves combining or merging signals. It accepts signals from several communicating devices and directs transmission to and from a computer along a single carrier channel.

It codes data in a special way so that it can be sorted out at its destination.



It saves line charges as only one telephone line will be required to connect several computers.
Terminology key terms

Band Width

The amount of data that can be sent down a telecommunications line is in part determined by the bandwidth.

Definition:

Bandwidth is the range of frequencies that the channel can carry. Frequencies are measured in cycles per second, or in Hertz. The wider the band width, the greater the number of messages that a channel can carry at any particular time.

Band Rate

This is a measure of the speed of transmission and roughly equates to number of bits per second.

Interfaces

The point of interaction between the computer and the user, principally in terms of using a display screen for input and retrieval of information. The two principal forms of interface are often described as Graphical user interface.

Protocols

This is an agreed set of operational procedures governing the format of data being transferred, and the signals initiating, controlling and terminating the transfer.

This helps in cases of data transmission errors, which can get detected, and also take steps to recover the lost data.

Question;

1. a) What is a computer?
b) List and briefly describe the major components of a computer.

CHAPTER FOUR

SOFTWARE CONCEPTS

4:0 Introduction

Under this Chapter we shall look at the following:-

- ◆ Operating system
- ◆ Application programs
- ◆ Utility programs
- ◆ Programming languages

Definitions

Software refers to the programmes that tell the computer what to do. Software is by far the most valuable asset of a computer user.

A program is a set of instructions that a computer follows in order to produce the desired results or effects. There are 3 (three) categories of software (programs):

- i) The operating software;
- ii) The programming languages and language translators
- iii) The application software

4:1 OPERATING SYSTEM

Also referred to as the executive program

Definition:

This is a program or suite of programs, which provide the bridge between application software (such as word processing packages, spread sheets or accounting packages) and the hardware.

An operating system controls the action of other programs, which are said to run under it - under its control. It looks after such actions as disk access.

NB: All application software is designed to run under a specific operating system.

Functions of an operating system

1. It checks the initial set up of the computer once it has booted - up or started via the BIOS. (BIOS) Basic Input Output System is that module forming the part of an operating system, which controls the input and output of data to peripherals i.e., a disk, key board, monitor, mouse, etc. At times it can be stored on ROM.
2. It checks whether the hardware including peripheral devices i.e. printers, are functioning properly.
3. It calls up program files and data files from disk storage into memory.
4. Opening and closing of files, checking of file labels etc.
5. Maintenance of directories or folders in storage. A directory is a file storage.
6. Controlling input and output devices including interaction with the user information executed one by one.
7. Controlling system security e.g. monitoring the use of passwords. Ask for a password before anything is done.
8. Handling of interruptions e.g. machine failure and error reporting.
9. Managing multitasking

Multi tasking is an action which allows the computer to appear to be running several programs simultaneously e.g. sending a document you have completed for typing on a printer while working on another document and at the same time listening to your favourite tracts on CD.

Multitasking needs a suitable operating systems and sufficient memory to hold all programs and the data to be processed by each program. The main problem with multitasking is ensuring that programs don't interfere with each other. This is done by restricting the way the CPU gains access to programs.

PCs operating systems include, MS-DOS (Microsoft Disk Operating System), MS Windows 3.X, MS - Windows 95, 98, 2000, OS/2 by IBM Co., Windows NT, UNIX, Net-ware. These are all version of operating system.

4:2 WINDOWS

Early incarnations of windows, culminating in Windows 3.1 and Windows for Work groups 3.11, were not genuine operating systems in their own right, but were really an operating environment for an older Microsoft system called MS-DOS.

MS-DOS, very hostile to beginners, had all application programs run under it.

In 1993, Microsoft launched Windows N.T, a complete operating system for networks, then Windows 95, 98 and 2000.

Features of Windows 95

Features of Windows 95 include the following:-

- a) A 'desktop', from which everything in the system branches out. Disk drives, folders (directories) applications and files can be placed on the desktop.
- b) A 'task bar' which is always on top and which includes a start button and buttons representing every open application.
- c) Long file names are supported.
- d) There is a recycle bin for easy deletion of files.
- e) Easy integration with widely used networking software is possible.
- f) Multitasking is available (see definition above).

Windows '98

Features of Windows 98

a) It is easier to use

User interface enhancements include easier navigation, such as single-click launching of Applications, icon highlighting, forward/backward buttons, and an easy to customise start menu.

b) Greater reliability

More refinements and upgrades were made to Windows 95 and include;

- ◆ An internet-base resource site
- ◆ Testing user's hard disk and fixing problems automatic
- ◆ Enhanced back up and restore function

c) It is faster

The application loading, system start up, and shut down time are faster.

d) Web integration

There are a variety of features designed to enhance internet access and use of Internet facilities.

- e) It is more entertaining with its better graphics and video capabilities and better support for games, hard ware such as joysticks. Later versions can even allow people to use digital video disks (DVDs), digital television and even watch normal TV programs on their PCs.

4:3 APPLICATION SOFTWARE

This consists of programs, which carry out a task for the user as opposed to programs which control the workings of a computer.

Whenever a computer is being used, it will be under the control of an application program, e.g. controlling stock, word processing, preparing accounts, etc.

Application Packages

These are ready-made programs written to perform a particular job.

a) Off- the-shelf application packages

These are ready-made packages distributed or sold by software vendors or manufacturers.

b) Tailor made application packages

These are programs made at the customers’ request encompassing customers’ desires. The customer normally gives a programmer his specifications and what he wants the program to do. The programmer studies the specification compares them with the available off-the-shelf packages and if there is none that can satisfy the customer needs, then he can write a new program for the customer.

General Purpose Package

These are off-the-shelf programs that can be needed for processing of a general type though the computer user can employ the package to a variety of users of his own choice.

Spreadsheets and Word processors are examples.

Application Suites

An application suite or soft ware suite is a collection of top-of the line application program from the same vendor.

A typical software suite will often include:-

- a) A Word processor - word processing program
- b) Spread sheet
- c) Data base
- d) Presentation graphics
- e) Personal information manager

Examples of application suites

- ◆ Microsoft office
- ◆ Lotus Smart Suite
- ◆ Novell Perfect office
- ◆ Corel Draw (for graphics)

Microsoft Office

- 1. Ms-Word
- 2. Ms- Excel
- 3. Access
- 4. Ms - Power Point
- 5. Ms - Outlook

Lotus Smart Suite

- Word Pro
- Lotus 1-2-3
- Approach
- Freelance graphics
- Lotus Organiser

Novell Perfect Office

- Word Perfect 6
- Presentation

Word Processors: (Word Processing Programs)

A word processor makes your writing efforts look good. Master pages of a novel, grocery lists, etc. With the right paper you can use a word processor to create file folders, labels, brochures, business cards, greeting cards, letter heads etc. all types of professional documents i.e. letters, memorandum, invoices, etc.

Examples of Word processing programs,

- ◆ Word perfect for Windows
- ◆ Ms-word
- ◆ Word Pro
- ◆ Word Star, etc.

Spread Sheets

A spreadsheet program is much like a bookkeeper ledger sheet with rows and columns. You can use spreadsheets programs for all kinds of instant calculations such as finding the amount of interest you will pay on a loan.

You can change and update information instantly, correct mistakes without erasing and even process charts or graphics showing statistics within no time.

You use a spreadsheet program where you want columns and rows of numbers, financial calculations etc.

Examples of Spreadsheet programs

- ◆ Lotus 1-2-3
- ◆ Microsoft Excel
- ◆ Quattro Pro
- ◆ Consolidation

Data Base Programs

These help in management of lists of data with great ease e.g. a list of clients' addresses, items in stock, etc.

Examples of Data base programs include:

- ◆ Dbase IV
- ◆ Paradox for Windows
- ◆ Ms - Access
- ◆ Ms - Fox Pro
- ◆ Approach
- ◆ Oracle etc.

Presentation Graphic Programs

These kind of programs can help to come up with quality drawings.

They can also enable you create printed reports; handouts or notes to be used while you are speaking.

Enable you to create a self-running slide show-cartoons, that can play on any computer.

Enable you to create slides for business presentation including texts, graphs or clip art images e.g. a company logo.

Examples of presentation graphic programs

- ◆ Ms- Power point
- ◆Freelance graphics
- ◆ Presentations
- ◆ Havard graphics
- ◆Adobe persuasion
- ◆Corel presents

4:4 PERSONAL INFORMATION MANAGERS (PIM)

These help you keep track of appointments, to list things you have to do and information on your contacts.

PIMs can do the following:

- ◆List all phone calls you need to make in a day
- ◆Check co-workers schedules, conflicts and automatically set up meetings that every one can attend
- ◆Prioritise your daily tasks so that the most important work gets done first
- ◆Track completed work so that you can tell some one exactly when you finished a certain report
- ◆Let you check your workload for a day, week or month at a glance

Examples of PIMs include:

- ◆ Ms-Outlook
- ◆Lotus organiser
- ◆Schedule +
- ◆Act!, etc.

4:5 INTEGRATED PACKAGES

An integrated package is a single program that modules such things as word processing, spread sheets, graphics, data base management and communications.

Accounting programs usually comprise modules integrated to form a large compile system or program. There may be a module for each of the sales ledger system, the purchase ledger, nominal ledger, trial balance, etc.

Popular integrated packages include:

- ◆Ms Works
- ◆Claris works
- ◆ Geo work pro

4:6 UTILITY PROGRAMS

These are programs or set of programs that enhance the work of an operating system.

Utility programs i.e. Norton's utilities can recover data, manipulate files, re-organise data on disks, check for and fix errors on disks, etc.

Vaccines and a virus guards are also utility programs intended to protect virus infection.

VIRUSES

A virus is a piece of soft ware which infects programs and data and possibly damages them, and which replicates itself.

Viruses need an opportunity to spread. The programmers of viruses therefore place viruses in the kind of software, which is most likely to be copied. This includes;

- a) Free soft ware (e.g. from the internet)
- b) Pirated software (cheaper than original versions)
- c) Games software (wide appeal)

Types of Viruses

Trojans

A Trojan is a program that while visibly performing one function, it secretly carries out another e.g. as you can play a game, it secretly destroys data or files. Trojans don't copy themselves on target disks.

Worms

This normally survives by copying and replicating itself inside the computer system it has entered without necessarily altering that system.

Bombs (Logic and time bombs)

Time bombs

These are normally released at given dates in a year, say fools day, etc.

Logic bombs

These are normally triggered by certain events e.g. a disk utilised up to a certain percentage.

Identification of Viruses

Some viruses are detected before they do any damage while others are identified when they are activated.

Viruses may be controlled in the following ways;

1. Use of virus guards

These guard against virus infections. Unfortunately, new powerful viruses can attack and break through some virus guards.

2. Use of anti-virus software e.g. Doctor Solomon's took kit.

These are programs used to clear viruses from a system. They must always be upgraded to deal with new virus.

3. Organisations must have procedures to guard against the introduction of unauthorised software to their system.
4. Organisations, as a matter of routine, should ensure that any disk received from outside is virus free before the data on the disk is down loaded.
5. Firewalls
6. Any irregularities in a widely used program must be rectified as they come to light.

Transmission of Viruses

Viruses are transmitted in a number of ways

- ◆ Using infected disks in non-infected computers.
- ◆ Buying software from non certified vendors can result in buying infected software.
- ◆ Buying software, which are not well tested-say from the Internet.
- ◆ Getting connected to an infected network.

4:7 PROGRAMMING LANGUAGES

Computer programs are normally manufactured/ written using programming languages. There are two recognised levels of programming languages.

- ◆ Low level language
- ◆ High-level language

a) Low Level Languages

(i) Machine Code (first generation language)

This program is as old as the computer itself. It was the 1st language used to Program Computers and indeed is the only language the computer recognises and understands.

Instructions in machine language are written or coded as Os and Is (Binary digits). Every program must be written in machine codes before the computer can do any thing with it. These languages are so hard to learn and complicated that is why the assembly language was subsequently developed.

(ii) Assembly Language (second generation language)

These are also machine specific, but the tasks of learning and writing the language is made easier than with machine language because they are written in 'symbolic' form.

Instead of using machine code, the programmer is able to use easily learned and understood operation mnemonics e.g. ADD, SUB and MULT.

b) High-level Languages

To over-come the low level language difficulty of machine dependency, high-Level languages were developed. Such programming languages, with an

extensive vocabulary of words and symbols, are used to instruct a computer to carry out the necessary procedures, regardless of the type of machine being used.

Advantages of high-level languages over low-level languages include:

- ◆ The productivity of programmers is improved as program writing can take place in a very short time compared with low-level language.
- ◆ The programs developed can be used on any types of computers without getting re-written.
- ◆ They speed up testing and error correction.
- ◆ High - level languages are easier to understand and use.

A) Third generation languages

These are problems oriented programming languages, which have been created to deal with particular types of data processing problems. They include:

- a) COBOL - is used for business data processing.
- b) BASIC - Beginner al purpose symbolic instruction code) - designed for beginners, particularly on microcomputers.
- c) FORTRAN is a scientific language
- d) Pascal suitable for structured programming.
- e) C- An advanced language originally used for programming in the UNIX, now also used to develop windows programs.

Other programming languages include C++, ALGOL, APL, PILOT, SNOBOL, etc.

Compilers and Interpreters

The high - level language program has to be translated into machine code before it can be used. This is done by **compiler programs**, by turning a source program into an object program.

An interpreter does the same sort of job as a compiler, but in a different way.

It takes a program written in a high level program language and executes it, statement by statement (i.e. instruction by instruction) directly during the running of the program.

B) Fourth Generation Language (4GL)

These are languages intended to help computer users or programmers develop their own application programs more quickly and cheaply.

- ◆ A 4GL requires fewer lines of code to write and develop a program than a 3 G Language.
 - ◆ A 4GL, by using a menu system for example, allows users to specify what they require, rather than describe the procedures by which these requirements are met.
- The detail is done by the 4GL software.

LIST OF ABBREVIATIONS

ABBREVIATION	ABBREVIATION IN FULL
4.GL	Fourth Generation Language
ALU	Arithmetic Logic Unit
AOL	America on Line
AS II	America National Standard Code for Inform date Interchange
ATM	Automated Teller Machine
BASIC	Beginners All Purpose Symbolic Codes
BIOS	Basic Input - Output System
BIT	Binary Digit
BTM	Business Teller Machine
CD	Compact Disk
CIS	Computer Information System
CLS	Clear Screen
COBOL	Common Business Oriented Language
CPU	Central Processing Unit
CU	Control Unit
DBMS	Database Management System
DDL	Data Definition Language
DEEP BLUE	Computers are modern computers that are an IBM computer programmed to play Chess with the world class champion, Garry Kasorok. Programmed to make 1 million moves in a second, which defected the world chess champion in the world.
DEL	Delete
Dir	Directory
Disk Drives	Media where computer programme files reside e.g., Hard disks, floppy Disks, CD-ROM, Magnetic tapes etc.
DML	Data Manipulation Language
DOS	Disk Operating System
DPC	Desktop Personal Computer
Drives	External storage medium storage capacity more than floppy and less then hard disk drive, designed with letters D... E.
DTP	Desk top Publishing
DVD	Digital Video Disk
E-mail	Electronic Mail
EMF	Electronic Magnetic Fields
EPOS	Electronic Point of Scale
EWN	Enterprise Wide Network - Any Private Network connects all of organization CPS no matter what they run or where they are located.
Expansion Slots	are access slots on the C.P.U where new computer cards can be fixed when upgrading (expanding) a computer. When adding

	another floppy drive, adding a CD ROM Drive a higher memory chip.
Floppy Disks Drives.	External storage medium, less storage capacity than Hard disks drive designed with letters
FORTAN	Formula Transaction
GB	Byte
GUI	Graphical User Interface - medium through user interacts with a CP
Hard Disk Drive	Internal Storage mechanism stores most computer applications. Capacity 100MB designed work letters
HLL	High Level Language
IBM	International Business Machine
ILL	Intermediate Level Language
INTERNET	International Network
IRR	Internal Rate of Return
ISP	Internet Service Provider - Provides Internet to users who register at 15 P using other dial to dedicated access.
IT	Information Technology
KB	Kilo Bytes
KIPS	Kilo Instructions Per Second - its Speed
KISS	Keep it small Simple
LAN	Local Area Network
LLL	Low Level Language
MAN	Metropolitan Area Net - Work
MB	Mega Byte
MICR	Magnetic Ink Character Recognition
MIPS	Millions Instructions per Second
MODEM	Modulation Demolecular
MS DOS	Micro Soft Disk Operating System
Ms Excel	Micro soft Excel
MULT	Multiply
NPV	Net Present Value
NT	Net Work
OCR	Optical character Recognition
OS	Operating System
OUR	Optical Work Reading
PC	Personal Computer
PIN	Personal Identification Number
Ports	Are connections (sockets) on the C.P.U which a computer components (Device) like a printer, mouse, modern etc. Can be connected.
RAM	Random Access Memory
ROM	Read only Memory
SAN	Storage Area Network
SDLC	System Development Life Cycle
SSDM	Special Standard System Development management maintenance

SSM	Special Standard System Management/maintenance
SQL	Structured Query Language
SUB	Subtract
TCP/IP	Transmission Control Protocol/internet Protocol system used to transfer information from one computer to another.
UPS	Uninterrupted Power Supply
URL	Uniform Resource Locator
VAN	Value Added Network
VDU	Visual Display Unit
W.W.W	World Wide Website
Web Server	Software that delivers web pages and contains of web sites.

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Course Name	: Business Ethics & Code of Conduct
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Course description

The course explores the definition of ethics and integrity, constitutional provisions of ethics and integrity, the code of conduct and ethics for the business environment. Among others, it looks at the financial credibility, impartiality, professionalism, diligence, discipline and work ethics. Attendance to duty, time management, manifestation of unethical behavior, cases in ethics. The nature of ethics; good versus evil, right versus wrong, normative ethics and meta ethics; key concepts in ethics, freedom and responsibility, justice and equality. The nature of morality based and morality based on community, morality and conventions. The nature and characteristics of a profession, personal versus professional ethics, the nature and characteristics of the code of conduct and their relationship to the ethics

Course objectives

- To help students learn the basic characteristics of ethics in the business sector.
- To enable students get acquainted with the general theories of business ethics.
- To assist students identify factors that affect a business setting, moral climate and strategies that may improve organizational ethics.
- To ensure students' capacity in employing, assessing the usefulness and limitations of empirical case studies relating to business ethics and accountability.

Course content

Introduction

- Definition of ethics and integrity
- Constitutional provisions of ethics

Concepts and Philosophy of ethics

- Scope and braches of ethics
- The philosophy of ethics
- The evolution towards ethical thinking in general
- Rational of ethical thinking
- Freedom and responsibility
- Justice equality and duty
- Good versus evil
- Right versus wrong
- Normative ethics and meta ethics

The shift to ethics in business

- Events leading to ethics thinking in business; accountability, integrity, transparency, work ethics, conflict of interest and confidentiality
- The controversies in business practice; financial credibility, impartiality, professionalism, intelligence, discipline and work ethics, peddling, overcharging, poor quality.

Principles in Business ethics

- Decision making, rights, corporate social responsibility, moral rules, business codes, policies, market dealings, market controls etc
- Ethics according to different function units

Levels of ethics in business

- Individual levels; attendance to duty, time management, sexual harassment, manifestations of unethical behavior, cases in ethics
- Organizational level; the corporation as an ethical agent, ethical environment for management decision making
- Societal level, country level and global level

Tools of ethics

- Value systems,
- Rights and duties
- Moral rules
- Human relationships
- Common morality

The nature of morality based on;

- Reason
- Community
- Conventions

Institutionalizing ethics

- The nature and characteristics of a profession
- Personal versus professional ethics
- Ethical issues in the business industry
- Ethics training programs, socio-audits

Challenges of ethics

- Relativism, changing business environment , field of ethical behavior

Method of delivery Face to face lectures

Assessment

Course Work 40%

Exams 60%

Total Mark 100%

INTEGRITY

Integrity is a concept of consistency of actions, values, methods, measures, principles, expectations, and outcomes. In ethics, integrity is regarded as the honesty and truthfulness or accuracy of one's actions. Integrity can be regarded as the opposite of hypocrisy,^[1] in that it regards internal consistency as a virtue, and suggests that parties holding apparently conflicting values should account for the discrepancy or alter their beliefs.

The word "integrity" stems from the Latin adjective *integer* (whole, complete). In this context, integrity is the inner sense of "wholeness" deriving from qualities such as honesty and consistency of character. As such, one may judge that others "have integrity" to the extent that they act according to the values, beliefs and principles they claim to hold.

A value system's abstraction depth and range of applicable interaction may also function as significant factors in identifying integrity due to their congruence or lack of congruence with observation. A value system may evolve over time while retaining integrity if those who espouse the values account for and resolve inconsistencies.

Integrity in ethics

In discussions on behavior and morality, one view of the property of integrity sees it as the virtue of basing actions on an internally consistent framework of principles. This scenario may emphasize depth of principles and adherence of each level of postulates or axioms to those it logically relies upon. One can describe a person as having ethical integrity to the extent that everything that that person does or believes: actions, methods, measures and principles – all of these derive from a single core group of values.

One essential aspect of a consistent framework is its avoidance of any unwarranted (arbitrary) exceptions for a particular person or group – especially the person or group that holds the framework. In law, this principle of universal application requires that even those in positions of official power be subject to the same laws as pertain to their fellow citizens. In personal ethics, this principle requires that one should not act according to any rule that one would not wish to see universally followed. For example, one should not steal unless one would want to live in a world in which everyone was a thief. This was formally described by the philosopher Immanuel Kant in his categorical imperative.

In the context of accountability, integrity serves as a measure of willingness to adjust a value system to maintain or improve its consistency, when an expected result appears incongruent with observed outcome. Some regard integrity as a virtue in that they see accountability and moral responsibility as necessary tools for maintaining such consistency.

In the context of value theory, integrity provides the expected causation from a base value to its extrapolated implementation or other values. A *value system* emerges as a set of values and measures that one can observe as consistent with expectations.

Some commentators stress the idea of *integrity* as personal honesty: acting according to one's beliefs and values at all times. Speaking about integrity can emphasize the "wholeness" or "intactness" of a moral stance or attitude. Some views of wholeness may also emphasize commitment and authenticity. Ayn Rand considered that integrity "does not consist of loyalty to one's subjective whims, but of loyalty to rational principles".

Integrity in modern ethics

In a formal study of the term "integrity" and its meaning in modern ethics, law professor Stephen L. Carter sees integrity not only as a refusal to engage in behavior that evades responsibility but also as an understanding of different modes or styles in which discourse attempts to uncover a particular truth.

Carter writes that integrity requires three steps: "*discerning* what is right and what is wrong; *acting* on what you have discerned, even at personal cost; and *saying openly* that you are acting on your understanding of right from wrong." He regards integrity as being distinct from

honesty.

ETHICS

Ethics, also known as **moral philosophy**, is a branch of philosophy that involves systematizing, defending, and recommending concepts of right and wrong behavior.^[1]

Major areas of study in ethics include:^[1]

- Meta-ethics, about the theoretical meaning and reference of moral propositions and how their truth values (if any) may be determined;
- Normative ethics, about the practical means of determining a moral course of action;
- Applied ethics, about how moral outcomes can be achieved in specific situations;

The discipline of ethics has three branches: normative ethics, meta-ethics and applied ethics.

Normative Ethics: -

Normative ethics is the branch of ethics that asks general questions about the morality of behavior; it attempts to provide general moral norms of behavior.

Normative: - A normative statement, or question, or theory, concerns how things should be, how they ought to be, rather than how they actually are. [The opposite of “normative” is **descriptive:** A descriptive statement, or question, or theory, concerns how things actually are, not how they ought to be.

So normative ethics is the branch of ethics that tries to answer general questions about how we should behave, how we ought to act. In other words, it attempts to discover general rules or principles of moral behavior. In this area of ethics, you’ll find claims like the following:

- If doing x will benefit someone without harming anyone else, then it is morally right for you to do x.

This is a claim about what sort of behavior is morally right in general. It’s also a rule you can use to help you decide what is the right thing to do in any given situation.

Meta-Ethics: -

Meta-ethics is the branch of ethics that tries to answer questions about **the nature of morality itself**. It doesn’t ask or make judgment about what types of action are moral and immoral; rather, it asks questions like:

- Does morality depend on what we believe about it, or is it independent of our beliefs?
- Does morality depend on what God commands?
- Are moral judgments (statements attributing morality or immorality to a given act, .g. “Murder is immoral”; “Charity is morally good”) capable of being true or false? Or are they simply expressions of emotion? Or something else?
- How can we justify moral claims? How should we justify them?

You can think of meta-ethics as trying to take a position above normative ethics, looking down on it and trying to explain where it comes from. (“meta” means above or about)

Applied Ethics: -

Applied ethics is the branch of ethics that asks relatively concrete questions about the morality of specific actions and policies. The following branches focus on various issues of applied ethics:

- **Medical ethics** (euthanasia, abortion, human cloning, genetic engineering, fair

distribution of prescription drugs and medical treatment etc. For example, it's wrong for doctors to deceive their patients; passive euthanasia is sometimes permissible)

- **Business ethics** (corporate responsibility; rights and obligations of employees; diversity and discrimination etc. For example, lying and deception is permissible in business contexts)
- **Legal ethics** (responsibilities of individuals working in the criminal justice system)
- **Environmental ethics** (it's morally wrong to exterminate rare species of animals and plants; raising animals in factory farms is morally wrong)

Ethics in education (teachers ought to provide their students with the access to information)

The Evolution towards ethical thinking

There are several important ideas linked to the emergence of ethical systems: first, that ethical systems evolve in response to the human need to survive in an environment where they are competing with many other organisms for scarce resources; second, that humans survive and flourish by efficiently using their resources and energies; and third, that the evolution of ethical systems is a function of an ongoing cybernetic process involving all humans, animals, and organisms.

Human experiences accumulate as a reservoir of knowledge, which influences the societal perception of which behaviors benefit people and which act counterproductive to their health and welfare. When people deviate from behaviors that are known to be productive, feedback arises that affects their lives in both subtle and obvious ways. Thus, the way in which people write laws and attach moral significance to certain behaviors is linked to a cybernetic process that maximizes human survival, minimizes social conflicts, and increases the meaningfulness of the human experience. Feedback that inspires change enhances the human ability to survive and to compete with other animals and organisms. This is important in the sense that some biologists believe that ninety-nine percent of all species that have ever existed are now extinct.

In order to build a bridge between the biological world of organic struggles for survival and the moral world of right and wrong, a simplified explanation of the evolutionary process is presented. This is necessary to illustrate how survival inspires a cybernetic process leading to the rise of ethical systems. The resulting theory sounds similar to some of the ideas of Thomas Hobbes. Where the two systems differ greatly is that the evolution of ethical systems here is viewed as an extension of a biological process, grounded in cybernetic principles, whereas Hobbesian philosophy derives from traditional ethical thinking touching on linguistic and meta-ethical aspects of reasoning.

What is important to note is how conflicts and potential conflicts act as a form of cybernetic feedback to society that alerts people to make changes in the way they behave. Feedback is an essential ingredient in evolutionary growth. Traffic laws vividly illustrate how the forces of human survival and the need for the synchronization of many parts work.

While the ideas of individual philosophers are not discussed directly, their relevance is implicit in the writing. Biological perspectives likewise do not address biological theory directly on a technical level. Books such as *Living Systems*, by James Grier Miller; *The Selfish*

Gene, by Richard Dawkins; and *Mankind Evolving*, by Theodosius Dobzhansky are more appropriate sources, in a field of many good books, for understanding biological phenomena. These three books illuminate the complexity of biological systems in a way that ultimately leads to ethical questions. For instance, the idea of incorporating the notion of organization and efficiency in ethical theory has its analog in Miller's living systems theory. Here it seems evident that successful organic strategies for survival have created extremely complex and efficient hierarchies of order in nature. The principles governing the evolution and survival of lower organisms seem much the same as the forces driving the development of moral systems. Living systems theory invites the question that if organic systems are so incredibly diverse and complex, why would the nature of moral systems be any different, suggesting that philosophical conundrums of the past regarding the nature of morality stem from underestimating the complexity of moral science.

In Richard Dawkins' writings there are illustrations of how pervasive the struggle for survival is. Such struggle involves not only humans but lower organisms, all competing with each other for scarce resources. Dawkins' ideas are important in realizing that humans, after all, still act involuntarily on a biological level. Like it or not, struggles manifest in elegant and concealed forms have endured and proliferated to this day in human societies. Both Miller's and Dawkins' writings lend visual texture to the sense of complex systems uniting in cooperative strategies to further their mutual survival. The rise of ethical systems in this sense is a cooperative effort of humanity that has the effect of optimizing its energies and resources in an ever increasing dynamic of survival guided by cybernetic principles.

Dobzhansky's work is crucial to understanding how human beings adapt to a hostile environment by changing the way their cultures are structured. The idea that human culture is an instrument of biological adaptation is central to perceiving how Dobzhansky, and those who followed him, were perhaps unknowingly the first to establish credible bridge points linking ethics with biology.

Rationale of ethical thinking

Personal Ethics Philosophy

Early ethics philosophers, through their thoughts, understanding, and knowledge, influence and offer guidance regarding questions and practical concerns of individuals today, enabling them to form the best decisions possible (Beckner, 2004). There are three major theories concerning philosophical and ethical theory, deontology, teleology, and virtue ethics. There are also many historical ethics philosophers that give rise to current ethical thinking; however, a single collection of ethical principles upon which to base decisions in an education setting does not exist (Beckner, 2004). Consequently, educational leaders ought to base decisions on their own personal ethics philosophy but bear in mind the moral responsibility to provide for the well being of students and faculty as they endeavor to facilitate student development and learning (Beckner, 2004). Since there is no single collection of ethical principles, a compilation from theories and philosophers into one best personal philosophy will be better apt to guide decisions and actions in an educational setting.

In aligning with Plato, the personal ethics philosophy of this author also contends that eternal life was something that is given in return for good and the notion that the capability to

evaluate other individuals exists in the wise and good individual who, by means of pedagogy and knowledge, has come to realize and formulate the best decision (Beckner, 2004). Plato wanted to identify the attributes of an action or group of actions, which indicates that the action is just. His desire was not to have a record of action, but decisive factors for including or not including an action (Beckner, 2004). Furthermore, Plato suggested that in justice all men obtain equal proportions of what he generates, and will complete the purpose for which he is best suited. According to Plato, "A just man is a man in just the right place, doing his best, and giving the full equivalent of what he receives" (Beckner, 2004, p. 36). A society with just men is a well-balanced and effective society, suitable for survival.

This author's personal ethics philosophy also aligns with Aristotle who believed that ethics is joined to the circumstance of being happy or the universal welfare of humankind. Aristotle believed that happiness is an individual's supreme good, the objective to which all human activities add to when correctly completed (Beckner, 2004). Happiness is attained through being occupied with proper activities and by displaying virtues in all facets of life. Aristotle contended that other elements come together to promote goodness, one virtue does not stand alone. Individuals are not guaranteed happiness by living good but by striving for good in all aspects of life (Kemerling, 2007). The result of living a good life will be happiness, although, there will be some instances of chance but also instances that are subject to an individual's control. Aristotle accentuates the significance of values or virtues and how each is an element in making right choices (Beckner, 2004). Aristotle believed in four basic virtues that are included in this personal ethics philosophy: prudence, justice, fortitude, and temperance. Prudence is the realistic skill to recognize and formulate the right choice in particular conditions. Justice consists of fairness, honesty and promise keeping. Fortitude is the courage to take the right action in problematic situations. Temperance possesses the willpower to manage all human obsessions and physical pleasures (Beckner, 2004; Vassallo, 2004). Like Plato, Aristotle contended that the competency to judge is a feature of the wise and good individual who, during the course of teaching and knowledge, has learned to make optimal decisions. Aristotle viewed contemplation as a divine pursuit through which an individual may achieve happiness (Beckner, 2004).

To some degree this personal ethics philosophy aligns with Locke who considered senses and reason suggesting that individuals are born with a "blank slate" for a mind (Beckner, 2004, p. 13). Locke contended that individuals could only understand what they have experienced and that individuals come into the world as good (Nosotro, 2007). Locke also implied the existence of three types of moral law: divine law, civil law, and the law of opinion. Divine law is identified by natural reason or by revelation and reveals an individual's responsibilities and sins. Civil law is arranged by political societies to establish guilt or innocence pertaining to civic concerns. Law of opinion determines goodness and evil by the rules and practices of a specific time, place, and society. Locke contemplated that an individual's notions of good and evil are a product of both sensory and rational encounters. Individuals learn from these encounters and establish the morality of particular events using associations and deductions (Beckner, 2004).

In consideration of specific ethic theories and this personal ethic philosophy, one should use deontology to guiding decisions dependent to what is obviously right and wrong. A list of

regulations or code of ethics might be appropriate for this type of circumstance, where there is no justifiable dilemma. A variation of deontology is rule-deontology of which Kant is a proponent and contends that good deeds by individuals do not make them good people unless good will is a supplement of the good deed. In addition, the good will is motivated by an individual's commitment to obligation. Consequently, a deed is good because an individual performs the deed out of a sense of obligation to do what is right (Beckner, 2004). One should employ teleology thinking to guide decisions where right and wrong is not apparent. In this circumstance, one should reflect on the consequences of action with respect to what will generate the most good and the lowest amount of harm. Teleological thinking occasionally necessitates problematical and challenging efforts to contemplate the consequences of actions, making ethical decisions through rationale and opinion. Thomas Hobbes is a proponent of a variation of teleology; individuals enter into an agreement with a supreme authority to preserve peace and success. This agreement indicates that which is and is not just or ethical (Beckner, 2004).

One should use virtue ethics to concentrate on the interests of other individuals, to develop behavior and qualities of a good person. Caring for other individuals commences to be the fundamental guide to ethical decision-making. One must carefully consider the particular circumstances and correspond decisions accordingly (Beckner, 2004). Plato and Aristotle gave rise to this type of ethical thinking going further than nominal standards for ethical behavior, which place full confidence on a set of essential rules to guide behavior. Individuals should continually aspire to attain a greater moral understanding of ethical behavior where the benefit to other individuals is a requirement, as opposed to avoiding harm to other individuals (Beckner, 2004).

Personal Ethics Philosophy Rationale and Facilitating Decision making in Education

Ethics will aid educational leaders to formulate better decisions and discover methods that are effective, sufficient, and justifiable. Effective and competent decisions in educational settings are those, which guide leaders toward the attainment of educational goals. Consequently, educational leaders must determine equilibrium between students, parents, faculty, and administration. In an education setting, the principle goal is student learning, success in proceeding throughout the educational system, and training for future opportunities and obligations. In order to manage the questions and tasks in education, leaders must possess an effective set of principles and beliefs from which to act (Beckner, 2004).

Educational institutions must maintain faculty and administrators who consent to ethical principles. Perceptions of justice, equity, freedom, rights, responsibility, and duty must be collective and present the basis for policies and daily operating decisions. When a conclusion or choice requires an answer, the ethical behavior will result in trust, confidence, and honesty in relationships. Ethical behavior will facilitate collaboration and improve confidence, eluding the barriers produced by mistrust, doubt, and misunderstanding (Beckner, 2004).

Conclusion

Ethics is the study of moral obligations and the examination of ethical dilemmas (Furman, 2004; Stefkovich & O'Brien, 2004). This personal ethics philosophy will allow this author to be an example to others and follow an ethics philosophy that is consistent with both social and

personal beliefs. This personal ethics philosophy will also utilize the beliefs of ethics philosophers such as Plato, Aristotle, Hobbes, Locke, and Kant in order to provide a framework of ethical thinking. A personal ethics philosophy should guide one's actions, although one should always assess and evaluate this philosophy in terms of historical and current thinking, ethical guidelines, professional practice, and personal convictions (Beckner, 2004). The beliefs of ethical philosophers and ethical theory may provide a guide and present standards for ethical behavior, but only personal resolution and daily thought can ensure success in attaining higher levels of ethical behavior (Beckner, 2004).

The shift to Ethics in Business

The events leading to ethics thinking in business include;

1.Accountability

Accountability is a concept in ethics and governance with several meanings. It is often used synonymously with such concepts as answerability, blameworthiness, liability, and other terms associated with the expectation of account-giving. As an aspect of governance, it has been central to discussions related to problems in the public sector, nonprofit and private (corporate) worlds. In leadership roles, accountability is the acknowledgment and assumption of responsibility for actions, products, decisions, and policies including the administration, governance, and implementation within the scope of the role or employment position and encompassing the obligation to report, explain and be answerable for resulting consequences. As a term related to governance, accountability has been difficult to define. It is frequently described as an account-giving relationship between individuals, e.g. "A is accountable to B when A is obliged to inform B about A's (past or future) actions and decisions, to justify them, and to suffer punishment in the case of eventual misconduct". Accountability cannot exist without proper accounting practices; in other words, an absence of accounting means an absence of accountability.

Types of accountability

Bruce Stone, O.P. Dwivedi, and Joseph G. Jabbra list 8 types of accountability, namely: moral, administrative, political, managerial, market, legal/judicial, constituency relation, and professional. Leadership accountability cross cuts many of these distinctions.

Political accountability

Political accountability is the accountability of the government, civil servants and politicians to the public and to legislative bodies such as a congress or a parliament.

In a few cases, recall elections can be used to revoke the office of an elected official. Generally, however, voters do not have any direct way of holding elected representatives to account during the term for which they have been elected. Additionally, some officials and legislators may be appointed rather than elected. Constitution, or statute, can empower a legislative body to hold their own members, the government, and government bodies to account. This can be through holding an internal or independent inquiry. Inquiries are usually held in response to an allegation of misconduct or corruption. The powers, procedures and sanctions vary from country to country. The legislature may have the power to impeach the individual, remove them, or suspend them from office for a period of time. The accused person might

also decide to resign before trial. Impeachment in the United States has been used both for elected representatives and other civil offices, such as district court judges.

In parliamentary systems, the government relies on the support of parliament, which gives parliament power to hold the government to account. For example, some parliaments can pass a vote of no confidence in the government.

Researchers at the Overseas Development Institute found that empowering citizens in developing countries to be able to hold their domestic government's to account was incredibly complex in practice. However, by developing explicit processes that generate change from individuals, groups or communities (Theories of Change), and by fusing political economy analysis and outcome mapping tools, the complex state-citizen dynamics can be better understood. As such, more effective ways to achieve outcomes can hence be generated.

Ethical accountability

Within an organization, the principles and practices of ethical accountability aim to improve both the internal standard of individual and group conduct as well as external factors, such as sustainable economic and ecologic strategies. Also, ethical accountability plays a progressively important role in academic fields, such as laboratory experiments and field research. Debates around the practice of ethical accountability on the part of researchers in the social field - whether professional or others - have been thoroughly explored by Norma Romm in her work on Accountability in Social Research, including her book on New Racism: Revisiting Researcher Accountabilities, reviewed by Carole Truman in the journal Sociological Research Online. Here it is suggested that researcher accountability implies that researchers are cognizant of, and take some responsibility for, the potential impact of their ways of doing research - and of writing it up - on the social fields of which the research is part. That is, accountability is linked to considering carefully, and being open to challenge in relation to, one's choices concerning how research agendas are framed and the styles in which write-ups of research "results" are created.

Administrative accountability

Internal rules and norms as well as some independent commission are mechanisms to hold civil servant within the administration of government accountable. Within department or ministry, firstly, behavior is bounded by rules and regulations; secondly, civil servants are subordinates in a hierarchy and accountable to superiors. Nonetheless, there are independent "watchdog" units to scrutinize and hold departments accountable; legitimacy of these commissions is built upon their independence, as it avoids any conflicts of interests.

Market accountability

Under voices for decentralization and privatization of the government, services provided are nowadays more "customer-driven" and should aim to provide convenience and various choices to citizens; with this perspective, there are comparisons and competition between public and private services and this, ideally, improves quality of service. As mentioned by Bruce Stone, the standard of assessment for accountability is therefore "responsiveness of service providers to a body of 'sovereign' customers and produce quality service. Outsourcing service is one means to adopt market accountability. Government can choose among a

shortlist of companies for outsourced service; within the contracting period, government can hold the company by rewriting contracts or by choosing another company.

Constituency relations

Within this perspective, a particular agency or the government is accountable if voices from agencies, groups or institutions, which is outside the public sector and representing citizens' interests in a particular constituency or field, are heard. Moreover, the government is obliged to empower members of agencies with political rights to run for elections and be elected; or, appoint them into the public sector as a way to hold the government representative and ensure voices from all constituencies are included in policy-making process.

Public/private overlap

With the increase over the last several decades in public service provision by private entities, especially in Britain and the United States, some have called for increased political accountability mechanisms to be applied to otherwise non-political entities. Legal scholar Anne Davies, for instance, argues that the line between public institutions and private entities like corporations is becoming blurred in certain areas of public service provision in the United Kingdom and that this can compromise political accountability in those areas. She and others argue that some administrative law reforms are necessary to address this accountability gap.

With respect to the public/private overlap in the United States, public concern over the contracting out of government (including military) services and the resulting accountability gap has been highlighted recently following the shooting incident involving the Blackwater security firm in Iraq.

2. Transparency

Transparency, as used in science, engineering, business, the humanities and in a social context more generally, implies openness, communication, and accountability. Transparency is operating in such a way that it is easy for others to see what actions are performed. For example, a cashier making change at a point of sale by segregating a customer's large bills, counting up from the sale amount, and placing the change on the counter in such a way as to invite the customer to verify the amount of change demonstrates transparency.

3. Conflict of Interest

A conflict of interest (COI) occurs when an individual or organization is involved in multiple interests, one of which could *possibly* corrupt the motivation for an act in the other. The presence of a conflict of interest is independent from the execution of impropriety. Therefore, a conflict of interest can be discovered and voluntarily defused before any corruption occurs.

Ways to mitigate conflicts of interests

Removal

The best way to handle conflicts of interests is to avoid them entirely. For example, someone elected to political office might sell all corporate stocks that they own before taking office, and resign from all corporate boards. Or that person could move their corporate stocks to a special trust, which would be authorized to buy and sell without disclosure to the owner. (This is

referred to as a "blind trust".) With such a trust, since the politician does not know in which companies they have investments, there should be no temptation to act to their advantage.

Disclosure

Commonly, politicians and high-ranking government officials are required to disclose financial information - assets such as stock, debts such as loans, and/or corporate positions held, typically annually. To protect privacy (to some extent), financial figures are often disclosed in ranges such as "\$100,000 to \$500,000" and "over \$2,000,000".

Certain professionals are required either by rules related to their professional organization, or by statute, to disclose any actual or potential conflicts of interest. In some instances, the failure to provide full disclosure is a crime.

Recusal

Those with a conflict of interest are expected to recuse themselves from (i.e., abstain from) decisions where such a conflict exists. The imperative for recusal varies depending upon the circumstance and profession, either as common sense ethics, codified ethics, or by statute. For example, if the governing board of a government agency is considering hiring a consulting firm for some task, and one firm being considered has, as a partner, a close relative of one of the board's members, then that board member should not vote on which firm is to be selected. In fact, to minimize any conflict, the board member should not participate in any way in the decision, including discussions.

Judges are supposed to recuse themselves from cases when personal conflicts of interest may arise. For example, if a judge has participated in a case previously in some other judicial role he/she is not allowed to try that case. Recusal is also expected when one of the lawyers in a case might be a close personal friend, or when the outcome of the case might affect the judge directly, such as whether a car maker is obliged to recall a model that a judge drives. This is required by law under Continental civil law systems and by the Rome Statute, organic law of the International Criminal Court.

Third-party evaluations

Consider a situation where the owner of a majority of a publicly held corporation decides to buy out the minority shareholders and take the corporation private. What is a fair price? Obviously it is improper (and, typically, illegal) for the majority owner to simply state a price and then have the (majority-controlled) board of directors approve that price. What is typically done is to hire an independent firm (a third party), well-qualified to evaluate such matters, to calculate a "fair price", which is then voted on by the minority shareholders.

Third-party evaluations may also be used as proof that transactions were, in fact, fair ("arm's-length"). For example, a corporation that leases an office building that is owned by the CEO might get an independent evaluation showing what the market rate is for such leases in the locale, to address the conflict of interest that exists between the fiduciary duty of the CEO (to the stockholders, by getting the lowest rent possible) and the personal interest of that CEO (to maximize the income that the CEO gets from owning that office building by getting the highest rent possible). conclusion Generally, forbid conflicts of interests. Often, however, the specifics can be controversial. Should therapists, such as psychiatrists, be allowed to have extra-professional relations with patients, or ex-patients? Should a faculty member be allowed

to have an extra-professional relationship with a student, and should that depend on whether the student is in a class of, or being advised by, the faculty member?

Codes of ethics help to minimize problems with conflicts of interests because they can spell out the extent to which such conflicts should be avoided, and what the parties should do where such conflicts are permitted by a code of ethics (disclosure, recusal, etc.). Thus, professionals cannot claim that they were unaware that their improper behavior was unethical. As importantly, the threat of disciplinary action (for example, a lawyer being disbarred) helps to minimize unacceptable conflicts or improper acts when a conflict is unavoidable.

As codes of ethics cannot cover all situations, some governments have established an office of the ethics commissioner. Ethics commissioner should be appointed by the legislature and should report to the legislature.

4. Secrecy and confidentiality

Confidentiality is an ethical principle associated with several professions (e.g., medicine, law, psychotherapy). In ethics, and (in some places) in law and alternative forms of legal resolution such as mediation, some types of communication between a person and one of these professionals are "privileged" and may not be discussed or divulged to third parties.

Confidentiality of information, enforced in an adaptation of the military's classic "need to know" principle, forms the cornerstone of information security in today's corporations. The so called 'confidentiality bubble' restricts information flows, with both positive and negative consequences.

5. Work Ethics

Work ethic is a set of values based on hard work and diligence. It is also a belief in the moral benefit of work and its ability to enhance character. An example would be the Protestant work ethic. A work ethic may include being reliable, having initiative, or pursuing new skills.

Workers exhibiting a good work ethic in theory should be selected for better positions, more responsibility and ultimately promotion. Workers who fail to exhibit a good work ethic may be regarded as failing to provide fair value for the wage the employer is paying them and should not be promoted or placed in positions of greater responsibility.

Criticisms of work Ethics

Slacker and hippie cultures, as well as hackers, have challenged these values in recent times, characterizing them as submissive to authority and convention, and not valuable in and of themselves, but only if it brings a positive result. An alternative perspective has arisen in recent years, suggesting that the work ethic is being subverted in a broader, more mainstream and more readily marketed-to proportion of society. This perspective has given rise to the phrase "work smart".

In the 19th century, the Arts and Crafts movement of William Morris in the UK and Elbert Hubbard in the US noted how "alienation" of workers from ownership of the tools of production and their work product was destructive of the work ethic because in the expanding firms of that era, the workers saw no point in doing more than the minimum.

The industrial engineer Frederick Winslow Taylor revised the notion of work ethic to include giving up control over the work process to management so that the latter could study and "rationalize" the work process, and the notion of work ethic thereafter included acknowledgment of management control.

Marxists, and some non-Marxist sociologists, think "work ethic" is not a useful sociological concept. They argue having a "work ethic" in excess of management's control doesn't appear rational in any mature industry where the employee can't rationally hope to become more than a manager whose fate still depends on the owner's decisions.

Principles in Business Ethics

Business ethics (also **corporate ethics**) is a form of applied ethics or professional ethics that examines ethical principles and moral or ethical problems that arise in a business environment. It applies to all aspects of business conduct and is relevant to the conduct of individuals and entire organizations.

Business ethics has both normative and descriptive dimensions. As a corporate practice and a career specialization, the field is primarily normative. Academics attempting to understand business behavior employ descriptive methods. The range and quantity of business ethical issues reflects the interaction of profit-maximizing behavior with non-economic concerns. Interest in business ethics accelerated dramatically during the 1980s and 1990s, both within major corporations and within academia. For example, today most major corporations promote their commitment to non-economic values under headings such as ethics codes and social responsibility charters. Adam Smith said, "People of the same trade seldom meet together, even for merriment and diversion, but the conversation ends in a conspiracy against the public, or in some contrivance to raise prices."^[1] Governments use laws and regulations to point business behavior in what they perceive to be beneficial directions. Ethics implicitly regulates areas and details of behavior that lie beyond governmental control. The emergence of large corporations with limited relationships and sensitivity to the communities in which they operate accelerated the development of formal ethics regimes.

Twelve Ethical Principles for Business Executives

Ethical values, translated into active language establishing standards or rules describing the kind of behavior an ethical person should and should not engage in, are ethical principles. The following list of principles incorporates the characteristics and values that most people associate with ethical behavior. Ethical decision making systematically considers these principles.

HONESTY. Ethical executives are honest and truthful in all their dealings and they do not deliberately mislead or deceive others by misrepresentations, overstatements, partial truths, selective omissions, or any other means.

INTEGRITY. Ethical executives demonstrate personal integrity and the courage of their convictions by doing what they think is right even when there is great pressure to do otherwise; they are principled, honorable and upright; they will fight for their beliefs. They will not sacrifice principle for expediency, be hypocritical, or unscrupulous.

PROMISE-KEEPING & TRUSTWORTHINESS. Ethical executives are worthy of trust. They are candid and forthcoming in supplying relevant information and correcting misapprehensions of fact, and they make every reasonable effort to fulfill the letter and spirit of their promises and commitments. They do not interpret agreements in an unreasonably technical or legalistic manner in order to rationalize non-compliance or create justifications for escaping their commitments.

LOYALTY. Ethical executives are worthy of trust, demonstrate fidelity and loyalty to persons and institutions by friendship in adversity, support and devotion to duty; they do not use or disclose information learned in confidence for personal advantage. They safeguard the ability to make independent professional judgments by scrupulously avoiding undue influences and conflicts of interest. They are loyal to their companies and colleagues and if they decide to accept other employment, they provide reasonable notice, respect the proprietary information of their former employer, and refuse to engage in any activities that take undue advantage of their previous positions.

FAIRNESS. Ethical executives are fair and just in all dealings; they do not exercise power arbitrarily, and do not use overreaching nor indecent means to gain or maintain any advantage nor take undue advantage of another's mistakes or difficulties. Fair persons manifest a commitment to justice, the equal treatment of individuals, tolerance for and acceptance of diversity, they are open-minded; they are willing to admit they are wrong and, where appropriate, change their positions and beliefs.

CONCERN FOR OTHERS. Ethical executives are caring, compassionate, benevolent and kind; they like the Golden Rule, help those in need, and seek to accomplish their business objectives in a manner that causes the least harm and the greatest positive good.

RESPECT FOR OTHERS. Ethical executives demonstrate respect for the human dignity, autonomy, privacy, rights, and interests of all those who have a stake in their decisions; they are courteous and treat all people with equal respect and dignity regardless of sex, race or national origin.

LAW ABIDING. Ethical executives abide by laws, rules and regulations relating to their business activities.

COMMITMENT TO EXCELLENCE. Ethical executives pursue excellence in performing their duties, are well informed and prepared, and constantly endeavor to increase their proficiency in all areas of responsibility.

LEADERSHIP. Ethical executives are conscious of the responsibilities and opportunities of their position of leadership and seek to be positive ethical role models by their own conduct and by helping to create an environment in which principled reasoning and ethical decision making are highly prized.

REPUTATION AND MORALE. Ethical executives seek to protect and build the company's good reputation and the morale of its employees by engaging in no conduct that might undermine respect and by taking whatever actions are necessary to correct or prevent inappropriate conduct of others.

ACCOUNTABILITY. Ethical executives acknowledge and accept personal accountability for the ethical quality of their decisions and omissions to themselves, their colleagues, their companies, and their communities.

Tools of Ethics

1. **value system** is a set of consistent ethic values (more specifically the personal and cultural values) and measures used for the purpose of ethical or ideological integrity. A well-defined *value system* is a moral code.
2. **Morality** (from the Latin *moralitas* "manner, character, proper behavior") is the differentiation of intentions, decisions, and actions between those that are good (or right) and those that are bad (or wrong). A *moral code* is a system of morality (for example, according to a particular philosophy, religion, culture, etc.) and a *moral* is any one practice or teaching within a moral code. The adjective *moral* is synonymous with "good" or "right." *Immorality* is the active opposition to morality (i.e. good or right), while *amorality* is variously defined as an unawareness of, indifference toward, or disbelief in any set of moral standards or principles.
3. An **interpersonal relationship** is an association between two or more people that may range from fleeting to enduring. This association may be based on inference, love, solidarity, regular business interactions, or some other type of social commitment. Interpersonal relationships are formed in the context of social, cultural and other influences. The context can vary from family or kinship relations, friendship, marriage, relations with associates, work, clubs, neighborhoods, and places of worship. They may be regulated by law, custom, or mutual agreement, and are the basis of social groups and society as a whole. A relationship is normally viewed as a connection between two individuals, such as a romantic or intimate relationship, or a parent-child relationship. Individuals can also have relationships with groups of people, such as the relation between a pastor and his congregation, an uncle and a family, or a mayor and a town. Finally, groups or even nations may have relations with each other, though this is a much broader domain than that covered under the topic of interpersonal relationships. See such articles as international relations for more information on associations between groups. Most scholarly work on relationships focuses on the small subset of interpersonal relationships involving romantic partners in pairs or dyads.

WHY THE ETHICS CHALLENGE?

The newspapers (and our blog) are full of unethical politicians; the sports pages full of rule-breaking players and parents; the business news full of sleazy companies and greedy CEOs; the education pages full of students who cheat on exams. Perhaps you

really do have to cheat to win. Perhaps you need to shade the truth to get ahead. Good people hear that “everybody does it,” and wonder.

Read *THE ETHICS CHALLENGE: Strengthening Your Integrity in a Greedy World* and wonder no more. This breezy, story-filled guide to becoming a more ethical person explains why ethical behavior is a winning strategy, then lays out six things everyone can do to keep strong and to follow their good intentions:

Embrace your purpose: Clarity of purpose leads to clarity of conduct. If you’re not clear about your non-negotiable values you’ll be unclear when faced with ethical uncertainty.

Test your excuses: “It’s not my fault.” “I didn’t have time.” “Everybody else was doing it.” It is human nature to make excuses, but our excuses deprive us of the opportunity to learn from our mistakes. Two minutes of brutal honesty can save months of regret.

Harness your moods: It’s easy, especially in pressure situations, to let our moods master us. The more pressure we are under, the more likely we are to violate our own sense of what’s right. First be aware of our moods, especially under pressure. Then harness them.

Insist on integrity: Everyone has an integrity gap – the distance between what we say we believe and how we actually behave. The key is to continually be growing in integrity so that the gap lessens and our beliefs and our behaviors come closer to alignment. The successful person is intentional about closing the integrity gap.

Cultivate trust: Act in a trustworthy way and trust others to do the same – until you have a good reason not to. The Golden Rule applies in the area of trust as well.

Self-differentiate: Self-differentiation is clarity about who you are as distinct from those to whom you’re connected. Failure to self-differentiate promotes group-think, the careless willingness to let the group do your thinking for you. Don’t ignore the group, but be aware enough to know where the group ends and we begin.

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**AFRICA POPULATION INSTITUTE
FUNDAMENTALS OF ACCOUNTING**

PAPER CODES: **APD(PA 101, LPS 103, BA 101, HR 102, PM 101, FA 101)**

QN.1. (a) With a relevant example and an illustration, explain the accounting Equation

- (b) Discuss the various fundamental accounting principles.
- (c) Discuss the different roles/purposes of accounting

QN.2. a) Describe the stages in the accounting cycle/ process

b) With a relevant example and an illustration, explain the accounting Equation

- (c) Discuss the different accountability methods

QN.3. a) Clearly discuss the users of accounting information showing the purpose for which they need it.

- b) From the following accounting information;

Okwanga and Sons co Ltd made the following purchases and sales of stock item C12 during May 2017:

May 10th Purchased 300 units at SSP.5,000/= each

May 15th Sold 250 units at SSP.10,000/= each

May 17th Purchased 100 units at SSP. 6000/= each

May 27th Sold 90 units at SSP. 11,000/= each

The opening stock was 25 Units at SSP. 4,000/= each

Required : (a) Compute the gross profit using FIFO, LIFO and AVCO bases

- (c) Suppose that a physical check on item C12 at end of May revealed 830 Units. What factors might account for the difference?

ECONOMICS THEORY

PAPER CODES: **APD(PA 103, SW 102, LPS 102, IR 102, BA 102, HR 103, PM 102, FA 102)**

1. a) Economics is both an art and science .Discuss this statement by giving relevant examples.

- b) With examples explain the basic principles of Economics.

- c) Scarcity, choice and opportunity cost go hand in hand simultaneously. Discuss.

2. a) Explain with a well labelled diagram the term price mechanism

- b) Discuss different economic systems that you are well vast with.

- c) What are advantages and disadvantages socialistic economy.

3. a) With a well labelled diagram distinguish between change in quantity supplied and change in supply.

- b) Discuss the factors that affect the supply of a product.

- c) Discuss some of the factors that affect the production process.

BUSINESS LAW AND PRINCIPLES

PAPER CODES: **APDBA 103**

1. a) Discuss different procedures that are taken in formation of companies in your country.

b) Why should we have laws in our country and how are they helpful to the communities?

c) Discuss different types of laws in your country.

2. a) Discuss different sources of laws in your country

b) Explain the distinction between common law and equity law.

c). Discuss the basic essential of a valid contract.

3. a) Mention different class of companies you know.

b) Define private limited company verse public limited company.

c) What are the merits and demerits of private limited company?

COMPUTER THEORY

PAPER CODES: APD(PA 103, SW 104, LPS 104, IR 104, BA 104, HR 104, PM 103, FA 104)

1. a) Discuss the merits and demerits of using computer systems.

c) Discuss the features of good information.

2. a) Discuss different components of a computer.

b) Discuss some of the forms of data communication.

c) Explain the good qualities good data communication.

5. a) With examples explain different types of net working.

b) Discuss the functions of operating systems.

c) Discuss different types of net works you know.

BUSINESS ETHICS

PAPER CODES: APDLPS 105, APDBA 105, APDHR 105, APDPM 105, APDFA 105

1. a) “ The principles of the principal affects the organization”. Explain the above statement in regards to professional ethics)

c) Why do you think it is very important to study professional ethics as a course unit?

3. a) How has integrity affected business?

b) With examples outline and discuss the branches of business ethics.

5. a) Mention some of the areas in your society where professionalism should be paramount

b) What are some of the factors that cause moral decadence in the society?

c) What are some of the effects of moral decay?