

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY ABUJA
IN THE GWAGWALADA JUDICIAL DIVISION
HOLDEN AT ZUBA

BEFORE HIS LORDSHIP:- THE HON. JUSTICE A. O. EBONG

THIS MONDAY, THE 3RD DAY OF JUNE, 2019

SUIT NO: FCT/HC/CV/1670/2015

BETWEEN:

SANTIANA GARDEN LIMITED PLAINTIFF

AND

1. AMBASSADOR TUNJI OLAGUNJU
2. THE HON. MINISTER, FEDERAL CAPITAL TERRITORY
3. THE FEDERAL CAPITAL DEVELOPMENT AUTHORITY
4. ABUJA METROPOLITAN MANAGEMENT AGENCY
5. MRS. OMOBOLA OLATUNJI

} DEFENDANTS

JUDGMENT

The plaintiff's claim as endorsed on her amended writ of summons and amended statement of claim filed on the 11/11/2016, are as follows:

1. A declaration that the plaintiff is the lessee of the garden/green area located at Plot 3989 Cadastral Zone AO4, T. Y. Danjuma Street, Asokoro, Abuja.
2. A declaration that the plaintiff at all times material to this suit has been in possession and occupation of the garden
3. An order of perpetual injunction restraining the 1st & 5th defendants from further trespassing into the plaintiff's garden.

4. An order that the 1st & 5th defendants be ordered (sic) to pay the plaintiff a sum of N100,000,000.00 (One hundred million Naira) damages for trespass and wanton destruction of properties.

The defendants were all served with the Court processes, but only the 1st and 5th defendants responded by filing a joint statement of defence which they later amended with leave of court granted on the 22/5/2018. The 2nd to 4th defendants ignored the proceedings altogether. They neither attended Court nor filed any process despite being served several hearing notices.

The plaintiff testified through one of her directors, Mrs Tina Okechukwu, who adopted her amended witness statement on oath in Court on the 15/6/2017 and tendered 18 exhibits, admitted and marked as Exhibits 1 – 9C. She was duly cross-examined by counsel for the 1st and 5th defendants.

The plaintiff's case is that in August 2001, she was granted the lease of an open space/green area located at plot 3989 Cadastral Zone AO4, T. Y. Danjuma Street, Asokoro, Abuja, to develop for recreational activities. She took possession and commenced development and operations immediately, and has remained in possession ever since. In 2007, the 4th defendant, the Abuja Metropolitan Management Agency took over the management of parks and gardens from the Abuja Environmental Protection Board, and directed all allottees of parks and gardens to apply for revalidation of their leases/allocations, and the plaintiff promptly did so. She was issued another lease of the said plot by the 4th defendant on the 3/6/2007.

She then proceeded to pay the mandatory park management maintenance and operations fee of N500,000.00 (Five hundred thousand Naira) and was issued a receipt and a clearance letter both dated 09/08/2011, authenticating her allocation of the plot.

Following a review of the format of green area operations sometime in 2009, the plaintiff submitted her revised drawings and, upon payment of the building plan approval fee of N1,252,381.00 (One million, two hundred and fifty-two thousand, three hundred and eighty-one Naira), same was approved and she was issued a site plan as well as a conveyance of approval for recreational park development dated 6/11/2014. She claims to have been up-to-date throughout with her ground rent and other payments due on the plot.

Sometime in 2011, the 1st defendant, whose perimeter fence abuts the plaintiff's garden, trespassed into the garden by extending his fence unto the garden by about one metre. When confronted by the plaintiff on the issue, the 1st defendant claimed he was authorised by the 4th defendant to encroach on the garden. On enquiry by the plaintiff, the 4th defendant denied ever giving such authorisation. The plaintiff was later surprised when about December 2014, the 1st defendant, claiming to have been allocated the garden by the 2nd defendant, brought some young men who chased out her workers from the garden, felled her economic trees, destroyed her flowers, removed her interlocking stones carefully laid in some parts of the garden, and started erecting a metal fence around the garden. All efforts to resolve the matter thereafter failed.

The plaintiff says she has been in uninterrupted occupation, possession and operation of the garden a period of 15 years since 2001, and that her grant has not been revoked. As stated earlier, PW1 tendered a total of 18 documents in evidence in support of the plaintiff's case. They are as follows:

- (i) The plaintiff's certificate of incorporation – Exhibit 1;
- (ii) Letter of conveyance of approval of lease of green area for recreational development, dated 7/8/2001 – Exhibit 2;
- (iii) Letter of intent to develop, manage and operate designated park site (Plot 3989) in FCT – Exhibit 3;
- (iv) FCT Administration Official receipt for payment of N500,000.00 Park management, maintenance and operations fee, dated 09/08/11 – Exhibit 4;
- (v) Clearance letter dated 09/08/2011 – Exhibit 5;
- (vi) Conveyance of Approval for recreational park development, issued by the 4th defendant and dated 6/11/2014 – Exhibit 6;
- (vii) Site plan – Exhibit 6A;
- (viii) Settlement of building plan fees – Exhibits 7 & 7A;
- (ix) Various payment receipts – Exhibits 8 – 8C;
- (x) Coloured photographs of alleged damage to the garden – Exhibits 9 – 9D.

Under cross-examination by the 1st and 5th defendants' counsel, PW1 said nobody told her about the demolition of the park, that she came and saw it by herself. She said she had been working in the garden on the fence and the interlocking tiles in the car park the previous day, but by the time she came the next morning the fence had been pulled down and the interlocking tiles uprooted. She admitted that the demolition was already completed before she arrived; that she got information regarding who did the demolition from other people.

She claimed it was one of the workmen who installed the interlocking tiles that called and informed her about the demolition, but she did not know his name. She also could not remember the exact date that the demolition occurred.

Still testifying under cross-examination, PW1 said it was men of (the Department of) Development Control that the 1st defendant used for the demolition; that they had given her a “*Stop Work*” Order before then. She claimed she was informed by officers of Development Control that it was the 1st defendant who complained to them. PW1 said she did not know the 5th defendant personally, that she had only spoken with her on phone. She said she was not aware if the 5th defendant was present at the time of the demolition. She stated further that caterpillars were used for the demolition, and that it was Hassan, one of the workers at the garden, that gave her the information; that the said Hassan was no longer with her.

PW1 was discharged at the end of her cross-examination, without being re-examined by her counsel, and the plaintiff closed her case. The matter was then adjourned for defence.

On the 5/7/2018 when the case came up for defence, Dr. Ayodele Gata, learned counsel for the 1st and 5th defendants, made the following submission on record:

“Today is for defence. We shall not be calling any witness, but shall rest our case on that of the plaintiff. We are ready for final addresses.”

Thereafter, as the 2nd – 4th defendants were still not forthcoming in defending the suit, their case was closed and the matter was adjourned for adoption of final written address.

Again, only the plaintiff and 1st and 5th defendants filed their final addresses; the 2nd – 4th defendants remained unconcerned.

In his final address dated and filed 18/1/2019, Dr Gata posed the following four issues for determination on behalf of the 1st and 5th defendants:

- 1) Whether on the preponderance of evidence, the plaintiff has established a case of trespass against the 1st and 5th defendants.
- 2) Whether the testimony of PW1 is not hearsay liable to be rejected.
- 3) Whether the plaintiff is entitled to damages.
- 4) Whether the lease granted the plaintiff is valid.

For the claimant, Mr. Jideofor Nwosu, of counsel, distilled two issues for determination in his final address dated 4/3/2019 but filed 5/3/2019. They are as follows:

- i) Whether based on the myriad of oral and documentary evidence adduced, the claimant has not established valid title to the lease of the garden/green area known as and located at Plot 3989 Cadastral Zone AO4, T. Y. Danjuma Street, Asokoro, Abuja.
- ii) Whether the claimant has not established a case of trespass against the 1st defendant.

I believe the claimant's issues are more apt. I will adopt them in determining of this suit. Dr. Gata's issue 4 will go with the claimant's issue 1, while his issues 1 - 3 will be treated under issue 2 of the claimant.

ISSUE 1

Whether based on the myriad of oral and documentary evidence adduced, the claimant has not established valid title to the lease of the garden/green area known as and located at Plot 3989 Cadastral ZoneAO4, T. Y. Danjuma Street, Asokoro, Abuja.

The kernel of Dr Gata's argument under his issue 4 is that the lease of the land in dispute to the plaintiff in 2001 via Exhibit 2 was done by the Abuja Environmental Protection Board (AEPB), and that having regard to the functions of the AEPB under section 6 of the AEPB Act, the AEPB had no competence to grant a lease of land to the plaintiff. Relying on sections 7(1) and 18 of the FCT Act, section 51(2) of the Land Use Act and the Court of Appeal decision in ONAH V. ATENDA (2000) 5 NWLR (Pt.656) 244, Dr Gata submitted that the only competent authority to grant a lease of land in the FCT is the Minister of the FCT. He submitted for this reason that Exhibit 2 is void.

As against this void lease from the AEPB, learned counsel argued that the allocation of part of the said Plot 3989 to the 5th defendant by the FCT Department of Parks and Recreation via a letter of offer dated 11/2/2014, had effectively vested the right to landscape and maintain the plot on the 5th defendant. This is so, counsel says, because the said offer to the 5th defendant was made pursuant to the 2009 FCT Policy Guidelines for the maintenance of green strips by owners of adjoining

properties, and the offer was from a competent authority, to wit, the Department of Parks and Recreation of the FCT.

Learned counsel for the plaintiff addressed issue 1 by submitting that in an action for declaration of title to land, the claimant must prove his title by any of the ways judicially recognised as decided in *IDUNDUN V. OKUMAGBA* (1976) NMLR 200 at 210. He submitted that in this case the claimant relied on two of the recognised methods, namely, by production of title documents as per Exhibits 2, 3, and 6A-6C, and also by various acts of ownership and possession stretching from 2001. Learned counsel noted that none of the claimant's title documents was objected to or challenged when tendered, and that by trite law the court is entitled to act on unchallenged evidence. He cited *NIGERIAN MARITIME SERVICES LTD V. ALHAJI BELLO AFOLABI* (1978) 2 SC 19 on this contention. He finally urged the Court to hold that the claimant has proved her title to the land in dispute.

Resolution Of Issue 1

The duty on a party seeking a declaration of right is to plead facts and lead evidence to the satisfaction of the Court showing his entitlement to the right claimed. In *OBAWOLE V. WILLIAMS* (1996) LPELR-2158(SC), the Supreme Court held, per Ogundare JSC, that:

“... where the Court is called upon to make a declaration of a right, it is incumbent on the party claiming to be entitled to the declaration to satisfy the Court by evidence ... that he is (so) entitled.”

On the other hand, where the claimant has given evidence which supports his case, and that evidence is not challenged by the defendant who had opportunity to do so, the Court has a duty to act on the unchallenged evidence. See IJEBU-ODE LOCAL GOVERNMENT V. BALOGUN & CO. LTD (1991) LPELR-1463(SC). But for such evidence to hold sway, it must be cogent and credible, and should have probative weight. In cases where reliance is placed on documentary evidence, the Court needs to ascertain, among other facts, whether the document presented is valid, whether the grantor had the authority and the capacity to make the grant, and whether the document in fact has the effect claimed by the holder of the instrument: DEBO V. ABDULLAHI (2001) 21 WRN 1 at 36-37.

It should also be stated that in all cases where a party seeks declaratory relief, the law expects him to succeed on the strength of his case, not on the weakness or absence of the defence. Nevertheless, he can take advantage of any fact in the defence which supports his own case: MOGAJI & ORS V. CADBURY (NIG) LTD (1985) LPELR-1889(SC); EKITI STATE GOVERNOR & ORS V. ABE & ORS (2016) LPELR-40152(CA); OKPALA & ANOR. V. IBEME & ORS (1989) LPELR-22512(SC) at 18 A-F.

The plaintiff in this suit relies primarily on documentary title, and has tendered relevant allocation letters purporting to emanate from the 2nd to 4th defendants to support her case. Exhibit 2 shows that she was initially allocated the garden plot in August 2001. Then by Exhibits 3 and 5, issued respectively in 2007 and 2011, the allocation was revalidated by the FCT Administration. Finally on the 6/11/2014, via Exhibits 6 and 6A, she was issued with a conveyance of approval for recreational park development over the same plot, to further confirm her

interest in the land. The plaintiff pleaded that the park was duly developed and had been in operation by her at all material times, and tendered Exhibit 6A (the site plan), Exhibit 6B (her approved building plan), and Exhibits 7 and 7A in respect of the settlement of building plan fees, to support that fact. Also tendered in evidence are numerous official receipts covering various payments she made to the FCT Administration in respect of the land. See Exhibits 4, 7A, 8, 8A, 8B and 8C.

All the above documents clearly support the plaintiff's claim of being the lessee or allottee of the garden land in dispute. None of the defendants questioned the genuineness of any of the said documents tendered by the plaintiff. The 2nd – 4th defendants, in particular, from whom the documents are alleged to have emanated, never denied or questioned their authenticity. Additionally, the documents were all tendered and admitted in evidence without any objection from any of the defendants. Not only did the defendants fail to object to the admissibility of the documents, they also failed to cross-examine PW1 on her evidence of title adduced on behalf of the plaintiff. I am bound in the circumstance to accept the plaintiff's case as made in reliance on the said documents.

The 1st and 5th defendants filed a statement of defence but called no witness in support of the defence. Learned counsel on their behalf told the Court that they were resting their case on that of the plaintiff. The legal effect of this stand is that the 1st and 5th defendants are bound by the evidence presented by the plaintiff and the case must be decided on that evidence as it stands. See PDP V. NWANKWO & ORS. (2015) LPELR-40668(CA) at 13 D-F. Speaking on the consequence of a party resting his case on that of his adversary, His lordship, Ogbuagu

JSC, had this to say in ADA V. THE STATE (2008) 13 NWLR (Pt.1103) at 149:

“... where an accused person rests his case on that of the prosecution, the evidence led by the prosecution which has not been controverted by the accused person is deemed to have been accepted or admitted by such an accused person. Such evidence being unchallenged, uncontroverted, a trial Court has a duty and in fact is entitled to act on it where credible.”

Addressing the same point in NEWBREED ORGANISATION LTD V. ERHOMOSELE (2006) LPELR-1984(SC) at 52 B-C, His lordship also stated:

“where a plaintiff adduces oral evidence which established his claim against the defendant in terms of the writ or statement of claim, and that evidence is not rebutted by the defence either by challenging the same under cross-examination or by controverting the same in evidence, the plaintiff is entitled to judgment.”

See also ASAFA FOODS FACTORY LTD V. ALRAINE (NIG) LTD & ANOR. (2001) LPELR-570(SC).

The 1st to 5th defendants in this case did not challenge the plaintiff's evidence regarding her title in cross-examination, neither did they place any contrary evidence before the court to controvert the case made by the plaintiff. The plaintiff's case is cogent and credible, and is fully supported by documentary exhibits issued by the 2nd to 4th defendants who have the authority to make the relevant allocation and who have not denied doing so in this case. I am of the view that the she is entitled to succeed on the question of title.

Dr Gata argued that Exhibit 2 is void in that it is ultra vires the powers of the AEPB that granted the lease. He submitted that the only competent person to grant the lease of land in the FCT is the 2nd defendant. He however contended that the grant made to his clients by the Department of Parks and Recreation in 2014 was effective.

With due respect to learned counsel, this argument does not appear to be well-founded. A cursory look at Exhibit 2 shows clearly that the AEPB did not grant any lease to the plaintiff in that Exhibit. All the AEPB did in the said document was to convey the 2nd defendant's approval of a lease of the land to the plaintiff. The opening sentence of Exhibit 2 reads:

"I am pleased to convey the Hon. Minister's approval of lease of open space/green area situated at Asokoro District of the Federal Capital Territory to you/your organisation."

Thus, the lease of the land was by the 2nd defendant whom Dr Gata agrees is the appropriate authority to do so. Exhibit 2 is therefore valid. But assuming the argument attacking the validity of the document was correct, the plaintiff still has Exhibits 3, 5 and 6, all issued by the 4th defendant's Department of Parks and Recreation, affirming her title to the land in dispute. The validity of these additional documents has not been questioned by any of the defendants in this case.

The plaintiff's issue 1 (which is the 1st and 5th defendants' Issue 4) is hereby resolved in favour of the plaintiff.

The point needs to be made that Dr Gata's submission in paragraphs 5.9 to 5.11 of his final address, regarding a purported grant of a portion of the land in dispute to his clients, is unsupported by any evidence before the Court. Though a purported letter of offer in respect of Plot 3989A was pleaded in their amended joint statement of defence, no such letter was tendered at the trial. Any claim of right by the 1st and 5th defendants in the said land is therefore unsubstantiated and is discountenanced. Counsel's submission cannot take the place of evidence. The further allegation in paragraphs 8 and 9 of their defence that the plaintiff's allocation of the land had been revoked by the FCT Administration, is equally without evidential support. At any rate, that claim could not stand in the face of, especially, Exhibits 6 – 6B and Exhibit 7, issued to the plaintiff by the 2nd – 4th defendants subsequent to the dates of the alleged revocations.

ISSUE 2

Whether the claimant has not established a case of trespass against the 1st defendant.

The contention of the 1st and 5th defendants on this issue as presented under their issues 1, 2 and 3, is that the burden of proof that they trespassed into the property in dispute, lies with the plaintiff by virtue of section 132 of the Evidence Act. They contend that the evidence of the plaintiff in that regard under cross-examination was contradictory and inconsistent with her pleading, in that in one breadth she claimed that nobody told her about the demolition and that she came and saw it herself, while in the next breadth she claimed that the demolition was already completed before she arrived and that she got information about who did the demolition from other people. The Court was urged to reject such contradictory evidence on

the authority of *IGHIYUWISI V. IGBINERE* (2016) ALL FWLR (Pt.819) 1056 at 1074 C-D; *AJAYI V. TOTAL (NIG) PLC* (2012) ALL FWLR (Pt.719) 1069 at 1088-1089, H-A and *SANKEY V. ONAYIFEKE* (2014) ALL FWLR (Pt.749) 1034 at 1083, H-A.

Learned defence counsel argued that Exhibits 9 to 9D, the photographs tendered as evidence of the alleged trespass, do not tell any story or point to the 1st and 5th defendants as the alleged trespassers. He submitted further that the entire gamut of PW1's response under cross-examination on the issue of trespass amounts to hearsay evidence, which ought to be rejected as unreliable. Finally, he submitted that in the absence of any proof of acts of trespass against the 1st and 5th defendants, the plaintiff is not entitled to damages whatsoever. He urged me to dismiss the plaintiff's case in its entirety.

Mr. Nwosu opened his argument on this issue by contending that a person is liable for trespass to land by intentionally entering another's land. He submitted that the elements of trespass to land are (i) possession by the plaintiff at the time of trespass, (ii) unauthorised entry by the defendant, and (iii) damage to the plaintiff from the trespass. He argued that trespass does not necessarily require ownership, but is an injury to possession; that an unauthorised entry upon the land of another constitutes a trespass, regardless of the amount of force used. It is his further argument that trespass in all its forms is actionable per se, i.e. without the need to prove actual damage to the plaintiff.

In relating these principles to the case at hand, Mr. Nwosu referred to paragraph 18 of the statement of claim and paragraph 19 of PW1's witness statement on oath as to the incident of 2011 where the 1st defendant allegedly extended his

perimeter fence by about one metre into the plaintiff's garden, and his response when confronted by the plaintiff on the issue. Learned counsel contended that paragraphs 20 and 21 of the statement of claim and paragraphs 21 and 22 of PW1's witness statement on oath have established the said incident. He submitted that the defendant's unlawful entry into the land establishes the first requirement above, while his further acts of uprooting the plaintiff's interlocking tiles, cutting down of her economic trees, etc. have confirmed the other two requirements.

The plaintiff's counsel denied that any part of PW1's testimony is hearsay evidence. He submitted that the defendants' argument in that respect had been negated by their admission in paragraphs 11 and 13 of the amended joint statement of defence that they had been granted an area of 4,809.92sqm within the claimant's land. He finally implored the Court to consider the specific details of the entire case as presented, and grant the reliefs sought by the claimant.

Resolution of Issue 2

In a claim for trespass to land, two primary facts need to be proved, to wit: (i) actual possession of the land by the plaintiff, and (ii) unauthorised entry therein by the defendant. See ANYANWU V. UZOWUAKA (2009) 49 WRN 1 at 40 – 41.

There is no argument that the first element has been established by the plaintiff's unchallenged and uncontroverted evidence attesting to her over 15 years presence and occupation of the land in dispute, dating back to sometime about August 2001. In paragraphs 5 and 6 of her amended statement of claim, and paragraphs 6 and 7 of PW1's amended

witness statement on oath, the plaintiff pleaded and testified as follows:

“On or about the month of August, 2001 vide (sic) a letter dated August 7, 2001, the plaintiff was granted a lease of open space/green area for development of recreational facilities. The said open space is located at 3989 Cadastral Zone AO4, T. Y. Danjuma Street, Asokoro, Abuja.

Upon the said grant/allocation, the plaintiff possessed and started development and operations immediately. Ever since 2001, the plaintiff has been in possession.”

The 1st and 5th defendants, by resting their case on that of the plaintiff have accepted these facts to be true: see PDP V. NWANKWO & ORS, supra. That satisfies the first element for proof of trespass.

On the second element, the plaintiff’s pleading reveals two distinct acts of trespass alleged against the 1st defendant. The first is said to have taken place in 2011 when the 1st defendant allegedly broke into the plaintiff’s garden and extended his perimeter fence by a distance of one (1) meter into the garden. See paragraphs 18 and 19 of the amended statement of claim, and also paragraph 19 of PW1’s amended witness statement on oath. The second occasion is pleaded in paragraphs 20 – 23 of the amended statement of claim, referring to the alleged incident of December 2014. In law, each of the two incidents donates a separate cause / right of action to the plaintiff.

Now, with regard to the incident of December 2014, I agree with Dr. Gata that the case made by the plaintiff on same had been discredited under the fire of cross-examination. In

response to questions put to her by the learned defence counsel, PW1 testified thus in respect of that incident:

“Nobody told me about the demolition. I came and saw it myself. I had been working in the garden, on the fence and interlocking tiles in the car park, the previous day. By the time I came the next morning the fence had been pulled down, and the interlocking tiles uprooted. The demolition was already completed before I arrived. I did not see the actual demolition being done. I got the information regarding who did the demolition from other people. ... I cannot remember the exact date when the demolition took place. It was men of Development Control that the 1st defendant used for the demolition. They had given me a Stop Work order before then.”

Two facts stand out from this evidence. The first is that PW1 did not witness the demolition complained of. She therefore had no firsthand information on who did it. Her evidence is based on what other persons told her, and to the extent that section 39 of the Evidence Act has not been shown to be applicable, her evidence in that regard is hearsay and inadmissible.

The second point of note from the above evidence is that it contradicts the case of the plaintiff in paragraphs 20 to 22 of her amended statement of claim as regards the identity of the person(s) responsible for the demolition. The evidence shows that the demolition was carried out by officers of the Development Control Department, whereas the plaintiff’s case was that it was done by the 1st defendant with the assistance of “some young men.” I reject the plaintiff’s case in relation to the December 2014 incident.

The 2011 incident, on the other hand, stands on a different footing. The defence counsel's cross-examination of PW1 was centred wholly on the December 2014 incident; it did question the encroachment alleged to have occurred in 2011. The evidence in that regard thus remains intact and unchallenged. But apart from this unchallenged evidence, there seems to be additional support for this aspect of the plaintiff's case from the pleading in paragraph 11 of the 1st and 5th defendants' amended joint statement of defence, where the two defendants sought to justify their action by claiming that they had sought for approval to extend their plot into the land in dispute. That pleading is an implied admission of the encroachment alleged by the plaintiff. An admission has been defined as an express or implied concession by a person of the truth of an alleged fact. See ALI V. UBA PLC (2014) LPELR-22635(CA). I believe that definition covers the present situation. I hold that a case of trespass has been proved in respect of the 2011 incident.

But I must hasten to add that the liability for the said trespass only attaches to the 1st defendant. There is no pleading or evidence of any wrongdoing by the 5th defendant contained anywhere throughout the 24-paragraph amended statement of claim and 24-paragraph amended witness statement on oath filed by the plaintiff in this case. Without an allegation and proof of any wrongdoing on the part of the 5th defendant, there can be no basis for imposing liability on her.

Premised on the above, I enter judgment for the plaintiff in terms of reliefs 1, 2 and 3 in her amended statement of claim. On relief 4, I award the sum of N2,000,000.00 (Two million Naira) only, as damages for trespass in favour of the plaintiff and against the 1st defendant.

Having regard to the age of this case, the number of appearances made, as well as other relevant factors, I award cost of N200,000.00 (Two hundred thousand Naira) in favour of the plaintiff and against the 1st to 4th defendants only.

(SGD)

HON. JUSTICE A. O. EBONG
(03/06/2019)

Legal Representation

J. I. NWOSU, ESQ, for the Plaintiff.

DR. AYODELE GATA, ESQ., for the 1st and 5th Defendants.