

**IN THE HIGH COURT OF JUSTICE OF THE
FEDERAL CAPITAL TERRITORY ABUJA
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT JABI - ABUJA**

BEFORE: HON. JUSTICE O. C. AGBAZA

COURT CLERKS: UKONU KALU & GODSPower EBAHOR

COURT NO: 10

SUIT NO: FCT/HC/CV/187/2014

BETWEEN:

PRINCESS SANDRA O. WILLIAMS.....CLAIMANT

VS

- 1. MRS LUCY NDEKHEDEKAE**
- 2. NELLYYANI PROPERTIES & INVESTMENT (NIG) LTD**
- 3. MR AKINWANDE AKINPELU**
- 4. MRS BUKOLA OLUFUNSHO AKINPELU.....DEFENDANTS**

RULING

This is a Ruling on the admissibility of a documents – Power of Attorney and Contract of Sale, sought to be tendered by the Defendant/Counter-Claimant through the DW1. The Claimant Claim Counsel objects to the admissibility of these documents, on the following grounds, firstly, that the documents were not frontloaded and never existed before this proceeding, and not made from the original. Secondly, that if the contract of sale is admissible in law, the annexures thereto, are not admissible. And urge the court to reject the document and mark it rejected.

Responding the Defendant Counsel submits that the documents sought are relevant and that the witness identified the documents and laid proper

foundation for them to be admissible. Further, that the objector did not give any reasons why the annexures cannot be admitted along with the contract of sale documents.

Finally, relies on the earlier Ruling of this court which is on all fours with this objection.

I have carefully considered the submission of both counsel for and against the admissibility of these documents sought to be tendered. It is the principle of law, that admissibility of documents in evidence, are three-folds, that is; whether the document is pleaded, relevant and admissible in law. See

In this instant, the document though not specifically pleaded, but was referred as a material facts in the pleadings before the court. See Paras 1 and 2 of counter-claim of the 3rd/4th Defendant. It has been stated as a principle of law in Pletroial judicial authorities, that documentary evidence to be admissible in evidence need not be specifically pleaded, so long as the relevant facts and not evidence by which the such document is covered are pleaded. See Allied Bank (Nig) Ltd Vs Akubueze (1997) 6 NWLR (PT.509) 6 NWLR (PT. 509) 374 @ 403 Page E – G (SC). Further the document in the court's view is relevant to facts of the case to show that the property has change hands.

Further, the witness in his evidence, testified as to the whereabouts of the original, that is alleged lost in course of relocating. By the Provision Section 89 (c) of the Evidence Act, secondary evidence of a document can

be admitted where it is established by credible evidence that the original is lost. In this case, the witness has done so in his evidence before this court.

On the issue that the annexures to be contract of sale, cannot be admitted, it is the court firm view in the absence of any credible submission of Claimant Counsel to the contract on why it should not, this ground of objection would fail.

Having carefully considered all the submission of both counsel and nothing the position of the law, this court finds that the documents are relevant, pleaded and admissible in law.

Accordingly, hold that this objection to the admissibility should fail and is hereby refused. The documents, Power of Attorney and contract of sale with the annexures are admitted in evidence as Exhibit "B1" – "B2" respectively.

HON. JUSTICE O. C. AGBAZA
Presiding Judge
18/2/2021

.....FOR THE CLAIMANT

.....FOR THE DEFENDANTS