

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION**

HOLDEN AT APO – ABUJA

THIS THURSDAY, THE 30TH DAY OF JANUARY, 2025.

BEFORE: HON. JUSTICE JUDE O. ONWUEGBUZIE – JUDGE

SUIT NO: FCT/HC/CV/2637/2018

BETWEEN:

MR. YAHAYA GANA MALGWICLAIMANT

AND

- 1. NATANEL FLORENCE LIMITED**
- 2. OLALEKAN ABIOLA**
- 3. OLUBRIN BAMIDELE**
- 4. GOORCHY PROPERTIES NIG. LTD**
- 5. ONOLEMEMEN RICHY ELENBESUN**
- 6. OKUJA GODWIN ONAH**
- 7. PIUS ACHILIKE (TRADING UNDER THE NAME
& STYLE OF PIUS ACHILIKE CONSULTING)**
- 8. CHIEF ERIC ADEBAYO**

..... DEFENDANTS

JUDGMENT

INTRODUCTION

THE SUBJECT MATTER of this litigation summarily bothers on a sell of property on a Rent-To-Own Scheme/Contract. The Claimant prays the Court to declare that there is a breach of the said Rent-To-Own Contract or Agreement dated 18th day of November, 2016, between the Claimant and the Defendants by their actions and inactions, over House 2, Plot 343 Aliyu Mustapha Boulevard Wuye, Abuja, FCT. While the 4th to 8th Defendants contends that they were not party to the said Contract/Agreement between the Claimant and the 1st to 3rd Defendants and were not aware when such agreement was entered between the Claimant and 1st to 3rd Defendants.

Whereof by an amended Statement of Claim dated the 13th day of December, 2023 and filled on the 18th day of December, 2023, the Claimant claims against the Defendants jointly and severally as follows:

- A. A DECLARATION that the 4th to 6th Defendants were aware and part of the Rent –To-Own Scheme of the 1st to 3rd Defendants pursuant to the ‘Memorandum of Understanding’ dated the 17th day of June, 2016 between the 1st to 4th Defendants for a Rent To Own Scheme.
- B. A DECLARATION that the Rent-To-Own Scheme of the Defendants allowed the 1st, 2nd and 3rd Defendants to market and sell HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2. AYM Mustapha Boulevard, Wuye, Abuja, FCT).
- C. A DECLARATION that the Plaintiff paid monies (N16,300,000.00) to the 1st , and 4th Defendants and subscribed to the Rent-To-Own Scheme of the Defendants over HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT),
- D. A DECLARATION that there is a breach of contract of Rent-To-Own Scheme over HOUSE 2. Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye. Abuja. FCT) between the Plaintiff and the 1st Defendant by the actions and inactions of the 1st Defendant, its management and the 4th, 5th, 6th, and 8th Defendants.
- E. A DECLARATION that the breach of contract by the Defendants has made it impossible for parties to continue with the Rent-To-Own contract.
- F. AN ORDER for the 1st to 6th Defendants to refund the sum of Sixteen Million, Three Hundred Thousand Naira (N16,300,000.00) only to the Plaintiff being part payment of the agreed purchase price of N80 Million Naira paid so far by the Plaintiff for the acquisition of the HOUSE 2, Plot

343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT) in a Rent- To-Own Scheme.

- G. AN ORDER for the Plaintiff to vacate HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT) within 12 months of receipt of the entire judgment sum by the Plaintiff.
- H. AN ORDER for the payment of the sum of Two Million (N2,000,000.00) Naira only to the Plaintiff being cost of litigation.
- I. AN ORDER for payment of general damage of Twenty Million Naira (N20, 000, 000.00) against the Defendants to compensate the Plaintiff for breach of contract, his loss of desired property, emotional trauma, time and energy spent negotiating and maintaining the property and costs of packing in and would be cost of packing out of HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT).
- J. An ORDER for payment of nominal damages of Ten Million Naira (N10,000,000.00) against the 1st to 3rd Defendants.
- K. An ORDER for payment of exemplary damages of Twenty Million Naira (N20,000,000.00) against the 1st to 6th Defendants.
- L. 25% interest rate per annum for the Sixteen Million, Three Hundred Thousand Naira (N16,300,000.00) paid so far by the Plaintiff and being held and used by the 1st and 4th Defendants.
- M. 25% of the judgment sum till same is paid to the Plaintiff.

IN THE ALTERNATIVE:

2. Orders against all the Defendants, their agents and proxies as follow;

- i. An ORDER of this court for specific performance of the Rent-To-Own Tenancy Agreement dated 18 November 2016 between the Plaintiff and the 1st Defendant for the Plaintiff to continue possession of HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT) and the payment of the purchase price of N80,000,000.00.
- ii. An ORDER of court restraining all the Defendants, their agents, proxies and estates from harassing, intimidating, ejecting the Plaintiff, his family and agents from HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT).
- iii. An ORDER of this Honourable Court restraining all the Defendants and their agents, associates and proxies by whatever description or title from selling, renting, entering, searching, spying, breaking, forcing through, ceasing, barricading, occupying, further developing, improving, working on or meddling with HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT).

The Defendants joined issues with the Claimant and through an amended Statement of Defence dated the 12th day of September, 2023 and filed 12th day of September 2023 contend that the 1st to 3rd Defendants were tenants in respect of house 2 AYM Mustapha Boulevard Wuye FCT Abuja and do not possess any title, authority or power to enter into any transaction of title, Ownership of the property to the Claimant or to any third party in a Rent-To-Own Scheme agreement in respect of House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT, as alleged by the Claimant.

Whereof the 4th to 8th Defendants counter-claims against the Claimant and the 1st to 3rd Defendants as follows:

1. The sum of N1 Billion against the 1st to 3rd Defendants and as damages for breach of the Memorandum of Understanding between the 4th Defendants and the 4th Defendant and the 1st Defendant, and for loss of income and profit from the house.
2. Judgment directing the Claimant to give up immediate Vacant possession of One Unit of the 5 Bedroom Terrace Duplex with One Room Boys Quarters known as Flat 2 situate at plt 343 AYM Mustapha Boulevard Wuye District Abuja FCT.
3. Claimant to pay Menes profit at the rate of N333,333 (Three Hundred and Thirty Thousand, Three Hundred and Thirty Naira) only per month from the 19th day of September, 2018 until judgment is given and the Claimant gives up Vacant possession.
4. Claimant to pay 10% interest on the above from the date it was due till the date judgment is delivered in this suit.
5. Claimant to pay 10% interest on the above sum from the date judgment is delivered until judgment debt is fully liquidated.
6. The sum of N5,500,000.00 (Five Million, Five Hundred Thousand Naira) only against the Claimant being the cost of this suit.

The Claimant on the day of same date of 18th day of December, 2023 filed his an Amended Defence to the 4th to 8th Defendant's Counter-Claim denying each and every allegation therein and stated that the Claimant has no tenancy agreement with the 4th Defendant and as such the Claimant is not in breach of any tenancy agreement. That the Claimant is not a tenant of the 4th Defendant rather a 'Rent-To-Own' Tenant of the 1st Defendant.

At the close of pleadings, hearing commenced on the 17th day of January, 2024 wherein the Claimant, Mr. Yahaya Malgwi as PW1 opened his case, adopted his deposition on oath and tendered the following documents.

- a. Certificate of Incorporation as ExhibitPW1A
- b. Tenancy Agreement as Exhibit PW1B
- c. Two Cheques dated 11/10/16 as Exhibit PW1C
- d. Another two sets of Zenith banks cheques dated 1/2/18 and 28/3/18 Exhibit PW1D
- e. Two cash receipts dated 1/2/18 and 28/3/18 as Exhibit PW1E

- f. Notice to quit dated 8/8/17 as Exhibit PW1F
- g. Letter captioned 'Payment of Rent' 6/10/17 as Exhibit PW1G
- h. Another Letter captioned 'Breach of Rent-To-Own dated 16/7/17 as Exhibit PW1H
- i. A Letter of Acknowledgement of Professional Fees dated 7/8/18 as Exhibit PW1i
- j. Introduction letter dated 26/7/18 as Exhibit PW1J

THE CLAIMANT'S CASE

I quote:

1. I am a the Plaintiff in this case.
2. I am a director and shareholder of Galary Engineering Services Limited, being a company duly registered in Nigeria (copy of Certificate of Incorporation and particulars of director of the company are ennexed marked as Exhibit A1).
3. I have a Rent –To-Own Scheme agreement with the 1st Defendant dated 18th November 2016 on HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT). (copies of the Agreement, Offer Letter, Acceptance Letter and an Allocation and Keys Handover letter are annexed and marked Exhibit A2).
4. By the Rent-To-Own Scheme agreement, the 1st Defendant and I, agreed that I buy HOUSE 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT at the cost of N80 Million Naira only to be paid over 20 years at an annual rate of N4 Million Naira.
5. I have so far made a payment of N16, 300, 000.00 as part payment of the agreed total price of N80, 000, 000.00 and have been in occupation of the said property.
6. To give a breakdown of the above N16, 300, 000.00 paid so far by the Plaintiff, firstly in October 2016, I made a payment of N12, 300, 000.00 via

cheque leaves of my company (Galary Engineering Services Limited) in favour of the 1st Defendant. (Copies of cheque leaves of Galary Engineering Services Limited with numbers 00000116 and 00000115 totaling N12, 300, 000.00 are annexed and marked Exhibit A3).

7. Lastly, upon the written instructions of the 1st Defendant dated 6th October 2017, I paid the sum of N4, 000, 000.00 using cheque leaves of his company (Galary Engineering Services Limited) in favour of the 4th Defendant (Copies of proofs of payment of N4, 000, 000.00 made in favour of the 4th Defendant with numbers 00000149 and 00000143 respectively are annexed and marked EXHIBIT A4).
8. Although, I credited the 4th Defendant as directed by the 1st Defendant with the sum of N4, 000, 000.00, the 4th Defendant failed and refused to issue its receipts for the payment, rather issued the receipts of one GUIDOTTI GROUP, which the 4th Defendant and 5th Defendant claimed to be the parent company of the 4th Defendant. (Copies of 2 receipts of Guidotti Group for the sum of N4, 000, 000.00 with numbers 214 and 219, respectively are annexed and marked as EXHIBIT A5).
9. As agreed with the 1st Defendant and the 4th Defendant, I was to make my next annual payment of N4, 000, 000.00 as rent and part-payment of the entire purchase price of N80, 000, 000.00 since ordinarily the property would have been rented for a far lesser amount but for the Rent-To- Own Scheme.
10. Hence, I have not defaulted in payments or breached any part of the Rent-To-Own agreement with the 1st Defendant, before instituting this suit.
11. Earlier, surprisingly, sometime in August 2017, I received a letter from one Akogwu Paul Esq titled "Notice To Quit/Change Management" introducing the 4th Defendant as the owner of HOUSE 2, AYM Mustapha Boulevard,

Wuye, Abuja, FCT instead of the 1st Defendant among other things. (Copy of the letter is annexed and marked EXHIBIT A6).

12. Upon requesting clarifications from the 1st Defendant, I was reassured by the 2nd Defendant not to worry.
13. Consequently, I held a meeting with 1st Defendant, 2nd Defendant, 4th Defendant and 5th Defendant as well as other co-tenants, wherein the 1st Defendant through the 2nd Defendant explained that 1st Defendant has an agreement with the 4th Defendant and owes the 4th Defendant some money and as such pleaded that I make my next payment only in favour of the 4th Defendant.
14. I was not comfortable with the sudden change of payment account hence, I requested that such change must be in writing and the 1st Defendant did in writing instruct that I pay 2017/2018 payment of N4 Million to the 4th Defendant which the I did. (Copy of letter from the 1st Defendant dated 6th October 2017 is annexed and marked Exhibit A7)
15. The 4th to 6th Defendants were aware of my Rent-To-Own Scheme agreement with the 1st Defendant as was explained and shown in the meeting of 5th October 2017 by the 5th Defendant.
16. The 4th Defendant, 5th Defendant, their staff and agents have been disturbing my family and I, challenging my possession and title over HOUSE 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT, with threats to forcefully eject me.
17. The 1st to 3rd Defendants, have failed to respond to my complaints against the interference of 4th, 5th Defendants and their agents and their claims of ownership over HOUSE 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT.
18. I engaged the services of lawyers, who wrote the 1st Defendant but the 1st to 3rd Defendants failed and refused to respond to their letter. (Copy of the letter is annexed and marked EXHIBIT A8).

19. In engaging and retaining legal services to prosecute this suit, I have expended the sum of N2,000,000.00 Naira as professional fees and other incidental costs. (Copy of the receipt of payment for professional service is annexed and marked EXHIBIT A9).
20. Later, I received a letter from the 7th Defendant, introducing himself as agent of the 8th Defendant and the 8th Defendant as the owner of HOUSE 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT (Copy of the letter is annexed and marked EXHIBIT A10).
21. The 1st Defendant has breached its agreement with me, by denying me of a peaceful and exclusive enjoyment of the HOUSE 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT and by allowing its agents and associates to challenge and question the title I acquired from the 1st Defendant.
22. The Defendants are all associates in business over the HOUSE 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT and knows each others role as well as my position. Hence, their attempt to eject me and deny me of my title and payment of N16,300,000.00 over HOUSE 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT is fraudulent.
23. A "Notice to Produce" was since given to the 4th to 8th Defendants on 10 January 2022 to produce the Memorandum of Understanding dated 17 June 2016 between the 1st and 4th Defendants, among other documents.
24. The 4th to 8th Defendants only produced the document via their Amended Statement of Defence dated 12 September 2023.
25. The Memorandum of Understanding has provided documentary proof of the several details and insights of the Rent-To-Own Scheme of the Defendants. (Copy of the Memorandum of Understanding dated 17 June 2016 between the 1st and 4th Defendants is annexed and marked EXHIBIT A11).

26. The 1st Defendant and the 4th Defendant and their respective agents are partners in the Rent-To-Own Scheme that I subscribed to.
27. The 1st Defendant and the 4th Defendant executed a Memorandum of Understanding dated 17 June 2016, where both parties (1st Defendant as "Purchaser" and the 4th Defendant as "Vendor") agreed to run a Rent-To-Own Scheme with the subject matter (HOUSE 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT), among other properties of the 4th Defendant.
28. In the Memorandum of Understanding dated 17 June 2016 (MOU), the 4th Defendant provided the property for the Rent-To-Own Scheme while the 1st Defendant provided funds and subscribers (like, myself).
29. The "PARAGRAPH 3" of the Memorandum of Understanding provides that the 4th Defendant shall upon the execution of the Memorandum of Understanding, give "... full cooperation and grant full access to the Purchaser and its subscribers towards marketing and inspection of the subject property to its Subscribers which needful for the sign-on of the Subscribers into the Purchaser's Scheme".
30. Expectedly, the Memorandum of Understanding was executed on 17th day of June 2016 and was the basis for the 1st Defendant with "... full cooperation and grant [of] full access..." of the 4th Defendant, marketed and signed- on the Plaintiff (with the Plaintiff paying N16,300,000.00 so far) and other unsuspecting members of the public to the various properties of the 4th Defendant in the Plot 343 AYM Mustapha Boulevard, Wuye, Abuja, FCT.
31. I am one of the subscribers who paid money and subscribed to the Rent-To-Own Scheme of the 1st Defendant and 4th Defendant.
32. Dr. Habila Michael Amos of Dr. Habila Michael Amos V. Natanel Florens Limited and Others [Suit Number CV/2636/18] in a sister case before this

honourable court is one of the subscribers that paid money and subscribed to the Rent-To-Own Scheme of the 1st Defendant and 4th Defendant.

33. Engr. Peter Ayodele Adedokun of Engr. Peter Ayodele Adedokun V. Natanel Florens Limited and Others [Suit Number CV/2635/18]) is one of the subscribers who paid money and subscribed to the Rent-To-Own Scheme of the 1st Defendant and 4th Defendant.

34. By the nature of the Memorandum of Understanding of the 1st Defendant and the 4th Defendant, as well as the full access to the property of the 4th Defendant and receipt of monies paid by me from 2016 to 2018, there is no way the 4th Defendant can claim that it was not aware of the Memorandum of Understanding, the subscription and my payments.

35. The 4th Defendant, having colluded with the 1st Defendant to receive N16,300,000.00 only from me being part payment of the agreed purchase price of N80 Million Naira paid so far by me for the acquisition of the HOUSE 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT in a Rent-To-Own Scheme now turns around to claim not to be aware of the Rent-To-Own Scheme and its subscribers (like myself).

36. By the Memorandum of Understanding of the 1st Defendant and the 4th Defendant, they are both Partners and Agents of the other in the Rent-To-Own Scheme.

37. Among other things, the fact that the 1st Defendant presented the original title documents of the property and the printed Search Report of the property from the government, as well as the original copy of the Memorandum of Understanding between the 1st Defendant and the 4th Defendant to me during our negotiation of the Rent-To-Own Scheme and also gave initially undisturbed physical possession to me assured me of the cooperation,

agreement, support and approval of the 4th Defendant to the Rent-To-Own Scheme.

38. In the office of the 1st Defendant, I read the PARAGRAPH 3 of the Memorandum of Understanding between the 1st and 4th Defendants wherein the 4th Defendant empowered the 1st Defendant to market and sign-on subscribers to the Scheme. Hence, I paid monies and signed on the Rent-To-Own Scheme and have so far paid N16,300,000.00.

39. The PARAGRAPH 4 of the Memorandum of Understanding shows the agreement of parties that the property be made tenantable by the 4th Defendant and occupied by subscribers (like myself) before one month from the date of the execution of the Memorandum of Understanding (ie, before 17 July 2016).

40. Clearly, the 1st Defendant and the 4th Defendant agreed and expected subscribers to occupy the property as of July 2016.

41. Without the obvious support and role of the 4th Defendant in the Rent-To-Own Scheme as the owner of the property, I would not have been shown the property by the 1st Defendant, allowed to inspect the property, allowed to pay to subscribe to the Rent-To-Own Scheme and even moved into the property for over a year.

42. The letter of a Solicitor of the 4th Defendant addressed to me (in my name) as early as 8th of August 2017, months before the physical meeting wherein the 1st, 2nd, 4th and 5th Defendants and I met on 5th day of October 2017, confirmed to me that the 4th Defendant was very much aware of my Rent-To-Own relationship over the subject matter. The 2nd Defendant represented the 1st Defendant, and the 5th Defendant represented the 4th Defendant in the meeting.

43. The sole purpose of the 1st Defendant and the 4th Defendant relationship and the Memorandum of Understanding was for unsuspecting members of the public, like myself, to pay monies and subscribe to the Rent-To-Own Scheme over the property of the 4th Defendant.
44. The participation of the 1st Defendant, 2nd Defendant, 4th Defendant and 5th Defendant in the meeting of 5th day of October 2017 with myself and some other Co-Tenants in the Rent-To-Own Scheme (including, Dr. Habila Amos) and the resolution that the 1st Defendant owes some money to the 4th Defendant and that myself and other Co-Tenants in the Rent-To-Own Scheme should pay our respective subsequent one year rent only (2017/2018) to the 4th Defendant further confirmed to me that the 4th Defendant was part of the Rent-To-Own Scheme. The 2nd Defendant represented the 1st Defendant, and the 5th Defendant represented the 4th Defendant.
45. The non-challenge of the status of my status as a Tenant in a Rent-To-Own Scheme by the 4th Defendant and 5th Defendant at the meeting of 5th day of October 2017 further confirmed to me that the 4th Defendant was part of the Rent-To-Own Scheme.
46. The resolution of the meeting of 5th day of October 2017 that I, as a Tenant in the Rent-To-Own Scheme, would pay my subsequent one-year rent only (2017/2018) to the 4th Defendant further confirmed to Plaintiff that the 4th Defendant was part of the Rent-To-Own.
47. The letter of the 1st Defendant dated 6th October 2017, authorizing me as a Tenant in the Rent-To-Own Scheme to pay my subsequent one-year rent only (2017/2018) to the 4th Defendant further confirmed to me that the 4th Defendant was part of the Rent-To-Own.

48. My payment of one-year rent of N4,000,000.00 in the Rent-To-Own Scheme to the 4th Defendant and the receipt of the said payment by the 4th Defendant without any objection further confirmed to me that the 4th Defendant was part of the Rent-To-Own.
49. The 1st Defendant and the 4th Defendant having received and enjoyed the N16,300,000.00 from me are now suddenly seeking to throw me out without a refund or a title to the property.
50. The 4th Defendant partnered and allowed the 1st Defendant on the subject matter for their Rent-To-Own Scheme to flourish by getting my monies, and as such, the 4th Defendant cannot claim to be ignorant of the Rent-To-Own Scheme that I paid N16,300,000.00 into (through the 1st Defendant and the 4th Defendant).
51. The 1st Defendant and its management having entered into a Rent-To-Own Agreement with me, based on the Memorandum of Understanding of the 1st Defendant and 4th Defendant and later allowing the 4th to 6th Defendants as well as 7th and 8th Defendants to challenge my title of the and disturb my peaceful and exclusive enjoyment of HOUSE 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT is fraudulent and a breach of contract.
52. The subject matter of this dispute is "House 2 on Plot 343 AYM Mustapha Boulevard, Wuye, Abuja, FCT", and also referred to by the parties as "House 2 Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT".
53. During the pendency of this dispute, irrespective of the claims and without prejudice to their rights and claims, myself, the 4th Defendant, 5th Defendant, our agents and solicitors have made several meetings, negotiations, calls, emails, offers and counter offers towards settling this dispute out of court, but the efforts were fruitless.

54. The communications and steps towards out-of-court settlement were made "without prejudice", without an intention to be tendered in court and do not represent my position in this court.
55. I never saw, met, discussed, related, communicated or heard of the 7th Defendant ahead of this dispute and the 7th Defendant's Introduction Letter dated 26 July 2018.
56. There is no written tenancy agreement between the Plaintiff and the 4th Defendant.
57. I was never served a valid Notice to Quit for six (6) months by any person.
58. Rather, 7 Days Notice to Quit dated 8 August 2017 was served on me, and this was done months ahead of the meeting of 5th day of October 2017, wherein myself, 1st, 2nd, 4th and 5th Defendants agreed that I pay only the rent of 2017/2018 under the Rent-To-Own to the 4th Defendant for the 18th November 2017 to 17th November 2018 period in line with the Rent-To-Own Agreement between the 1st Defendant and I.
59. The Notice to Quit dated 8th day of August 2017 was served on me even before the purported tenancy relationship between the 4th Defendant and I commenced.
60. I was never served a "Seven Days Notice of Owner's Intention to Recover Premises" by any person.
61. I am a tenant under a Rent-To-Own Scheme of the 1st to 7th Defendants and not a mere tenant.
62. I paid N4,000,000.00 to the 4th Defendant as rent under the Rent-To-Own Scheme of the 1st to 7th Defendants on the written instructions of the 1st Defendant dated 6th day of October 2017.
63. My family and I have suffered immeasurable stress, fear, harassment and hardship in the hands of the Defendants, living in the uncertainty of his title

to HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT) for which he pays an annual rent of N4,000, 000.00 because of a Rent-To-Own Scheme instead of a rent far lesser amount.

64.I will continue to suffer further hardship and monetary loss in its search for alternative accommodation and in moving my property out of HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT) into another accommodation.

65.I have lost and wasted years and money paying for HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 3, AYM Mustapha Boulevard, Wuye, Abuja, FCT) in a Rent-To-Own believing I own a title and I am shocked by the several pranks, allegations and claims of the Defendants.

66.My payment of N16,300,000.00 as part payment of the agreed total price of N80,000,000.00 is still being held by the Defendants since 2016 to date without any interest while disturbing my possession and title.

During cross-examination the PW1 admitted paying rent of N4,000,000 to the 4th Defendant. That he paid the N4,000,000 he paid was after the 8/8/17. That since after that first rent he has not paid other rent. That he is not aware of the revocation of the Memorandum of Understanding between the 4th Defendant who is the owner of the property. That the tenancy agreement he signed with the 1st Defendant, the 4th Defendant is not a party to it. That paragraph 2 of the tenancy agreement contains special and fundamental terms. That one of the fundamental terms is that the Claimant (PW1) will pay N10,300,000.00 to the 1st Defendant. That the 10,300,000.00 represents agency fees, legal fees, vat and other fees as per

that agreement. That it is true the property consists of five bedroom duplexes with boys quarters (one room bq). That he has one signature. He signed different signature in the affidavit he deposed. That he has two signature because of his hand signing. That by exhibit G2 he is still not aware that the 4th Defendant Revoked the Memorandum of Understanding.

The PW1 was closed his case and was discharged.

The 1st to 3rd Defendants never filled any processes in this suit and were never represented.

The 4th to 8th Defendants opened their case, called the 7th Defendant Achilike Pius as DW1. The DW1 adopted his two depositions on Oath and tendered the following documents as exhibits.

- a. Board Resolution dated 8/5/2016 as Exhibit DW1A
- b. Power of Attorney dated 8/5/16 as Exhibit DW1B
- c. Memorandum of Understanding (MOU) dated 17/6/16 as Exhibit DW1F
- d. A letter to the MD Nathaniel Florence dated 21/6/16 as Exhibit DW1G
- e. Another letter to the MD Guidotti Group dated 3/7/17 as Exhibit DW1H
- f. Another letter to the MD Guidotti Group dated 1/8/17 as Exhibit DW1i
- g. Another letter to the Nathaniel Florence ltd dated 29/1/18 as Exhibit DW1J
- h. Another letter to the Nathaniel Florence ltd dated 7/2/18 as Exhibit DW1K
- i. A letter to Engr. Peter Adekunle dated 7/2/22 as Exhibit DW1L
- j. A letter from Peter Ayodele Adedokun dated 7/2/23 as Exhibit DW1M
- k. Notice to Quit to mr. Yahaya Gana dated 8/8/17 as Exhibit DW1N
- l. Seven days owners intention to recover possession to mr. Yahaya Gana dated 20/9/18 as Exhibit DW1O
- m. Receipt from Ijord Solicitors dated 28/4/23 as Exhibit DW1P

n. Olelewe , Olelew & Co dated 11/2/2020 as Exhibit DW1Q.

THE 4TH TO 8TH DEFENDANTS' CASE

I quote:

1. That I am the 7th Defendant in this suit, and I am fully seized of the facts of this case, and the facts deposed hereunder are true and correct.
2. That the 4th to 8th Defendants deny each and every allegations of the facts contained in the statement of claim.
3. The 4th to 8th Defendants are not in position to admit or deny paragraphs 1 of the statement of Claim as the 4th to 8th Defendants are not quite familiar with the plaintiff's background and nature of work.
4. That the 4th to 8th Defendants only became aware of the plaintiff when the plaintiff started paying rent of his Apartment to the 4th Defendant as Landlord of One Unit of Five (5) Bedroom Terrace Duplex with Boys Quarters situate at plot 343 AYM Mustapha Boulevard, Wuye District Abuja.
5. That the 4th to 8th Defendants were not aware of the period the plaintiff started living in the apartment as it was strictly a private arrangement between the plaintiff and the 1st to 3rd Defendants without the knowledge and consent of the 4th Defendant.
6. The 4th to 8th Defendants admit paragraphs 2 and 3 of the plaintiff statement of Claim.
7. The 4th to 8th Defendants admit paragraphs 4, 5 and 6 of the plaintiff statement of Claim.
8. That the 7th Defendant is an Agent and Attorney of the 4th, 5th and 6th Defendants by virtue of the power of Attorney donated to the 7th Defendant

by the 4th Defendant dated 8th day May 2016, and 4th Defendant's Board Resolution dated 8th day of May, 2016. The power of Attorney and the Board Resolution is front loaded in the list of documents.

9. The 4th to 8th Defendants deny paragraph 7 of the statement of Claim.
10. The 4th to 8th Defendants deny paragraph 8, 9,10,11,12,13,14,15, of the plaintiff Statement of Claim.
11. The 4th to 8th Defendants state that the 4th to 8th Defendants were not party to the said agreement between the plaintiff and 1st, 2nd and 3rd Defendants, and were not aware when such agreement was entered between the plaintiff and the 1st to 3rd Defendants.
12. The 4th to 8th Defendants state that the 1st Defendant was at all material time tenant to the 4th Defendant and as such the 1st Defendant did not have the power to enter into agreement of Rent to own scheme with any third party or the plaintiff.
13. The 4th to 8th Defendants further state that the averment in paragraph 8,9,10,11 and 12 of the statement of Claim were illegal, void and of no effect as they were not known to 4th to 8th Defendants and were intended illegally to convert ownership of 4th Defendant's property in favor of the plaintiff and the 1st to 3rd Defendants.
14. The 4th to 8th Defendants deny paragraph 9 of the statement of Claim and further state that the 4th to 8th Defendants were not aware of the transactions between the plaintiff and 1st 2nd and 3rd Defendants. The 4th to 8th Defendants further state that it was strictly transactions between the plaintiff and the 1st, 2nd and 3rd Defendant without the knowledge of the 4th to 8th Defendants.
15. The 4th to 8th Defendants further state that the 1st 2nd and 3rd Defendants were tenants in respect of House 2 AYM Mustapha Boulevard Wuye F.C.T Abuja and do not possess any title, authority or power to enter into any transfer of

title, Ownership of the property to the plaintiff or to any third party in a Rent-to-own scheme agreement in respect of House 2 AYM Mustapha Boulevard Wuye F.C.T Abuja subject matter of this suit owned by the 4th Defendant.

16. The 4th to 8th Defendants deny paragraph 10 and 11 of the plaintiff's Statement of Claim as the averment thereof concern private transactions between the plaintiff and the 1st, 2nd, and 3rd Defendant which the 4th to 8th Defendants were not party to.

17. The 4th to 8th Defendants deny paragraph 12 of the plaintiff's statement of Claim and in further response state as follows:

- i. That the 4th Defendant's property consist of a five(5) units of 4 Bedroom duplexes with boy's quarters, located at plot 343 Aliyu Mustapha Boulevard Wuye District Abuja, out of which the 4th Defendant on the 17th day of June 2016, rented 4 Units out of the five (5) units of 5 Bedroom Terrace Duplex to the 1st Defendant at an annual rental value of N4,000,000 (Four Million Naira) only for each unit totaling the sum of N16,000,000 (Sixteen Million Naira), and caution deposit of N8,000,000.00 (Eight Million Naira only for one year rent for the period of 17th day of September 2016 to 18th day of September 2017.
- ii. **The 4th Defendant depose that the 1st Defendant entered the property as tenant to the 4th Defendant for only one year, vide a memorandum of understanding dated the 17th day of June 2016. The 1st Defendant agreed to rent the four units for one year and then pay the sum of NGN360,000,000.00 (Three hundred and sixty million) as purchase price for the four units rented within twelve**

months of paying the first rent. The said Memorandum of understanding is front loaded in the list of documents in this case.

- iii. That the 1st Defendant was unable to even pay the first rent as agreed, until the 4th Defendant wrote a demand letter, that was when the 1st Defendant paid the first rent, and that was the only rent and only payment whatsoever ever paid by the 1st Defendant to the 4th Defendant. The said demand letter dated 21st of June 2016 written by GUIDOTTI GROUP, the previous managers of the property, the letter is front loaded. **The 4th Defendant never executed any contract for sale of the property to the 1st Defendant as it was unable to pay.**
- iv. That after the payment of one year rent by the 1st Defendant, the 1st Defendant was unable to pay the agreed purchase price of NGN NGN360,000,000.00 (Three hundred and sixty million) within 12 months as agreed. That even after a prolonged period the 1st Defendant still could not pay the NGN360,000,000.00 (Three hundred and sixty million)
- v. That on the 3rd of July 2017, the 1st Defendant wrote a letter to the 4th Defendant through the then managers of the property (Guidotti Group) pleading for extension of time within which to pay the NGN360, 000,000.00(Three hundred and sixty million); the said letter is front loaded.
- vi. That at the end of July 2017, the 1st Defendant wrote a second letter to the 4th Defendant through the then managers of the property (Guidotti Group) pleading for a further extension. The said letter dated 1st August 2017 with Ref: NF/MS/011/08/17 is front loaded.
- vii. That the 4th Defendant patiently waited till the next year and yet the 1st Defendant failed, refused, and neglected to pay the NGN360,

000,000.00(Three hundred and sixty million) as agreed, and the 4th Defendant had to write a letter through his Solicitors to the 1st Defendant intimating the 1st Defendant of its intention to revoke the Memorandum of Understanding dated 17th June 2016. The said letter dated 29th January, 2018, is front loaded.

- viii. That notwithstanding the Notice of Intention to revoke, served and received by the 1st Defendant, the 1st Defendant still failed, refused, and neglected to pay the NGN360, 000,000.00 (Three hundred and sixty million) as agreed. That the 4th Defendant then through its Solicitor on the 7th day of February, 2018 formally revoked the said memorandum of understanding. The plaintiff is fully aware of the intention to revoke, and the revocation. The letter of revocation duly served and received by the 1st Defendant is front loaded.
- ix. That the 1st Defendant without paying the owner of the property (4th Defendant) defrauded the 4th Defendant by trading with the 4th Defendants property by renting same to sub tenants like the plaintiff, Dr. Haliba Michael Amos (Plaintiff in the sister suit, Suit No: CV/2636/18) Engr. Peter Adedokun and another fourth tenant.
- x. That the annual rental value of the property illegally occupied by the plaintiff is now NGN6m (Six million naira) in the neighborhood, while the purchase price is of a five bedroom terrace duplex with boy's quarters in the neighborhood now is the sum of NGN250, 000,000.00 (Two hundred and fifty million naira) only.
- xi. That the plaintiff is a tenant at Will. Having paid rent to the 4th Defendant and then stopped, leads to forfeiture of the tenancy at will.
- xii. That the other sub tenants of the 1st Defendant who are illegal occupiers like the plaintiff, on discovering the fraud of the 1st

Defendant, pleaded with the 4th Defendant, and they have been paying their annual rent of NGN4, 000,000.00(Four million naira) per anum to the Defendant, and entered into a separate purchase agreement outside of the rent with the 4th Defendant, except the plaintiff herein and his friend Dr. Habila Michael Amos.

- xiii. The letter of offer dated 07/02/2022 with Ref: IJS/GP-EP/ABJ/001-2/22 to Engr. Peter Adedokun the third sub tenant who entered like the plaintiff through the 1st Defendant, and his Acceptance letter dated 07/02/2022 are front loaded.

The fourth unit long reverted back to the owner (4th Defendant; but except the ones illegally occupied by the plaintiff and his cohort Dr. Michael Amos Habila.

- xiv. The 4th to 8th Defendants avers that the plaintiff colluded with the 1st to 3rd Defendants to defraud the 4th Defendant and deny the 4th defendant of the fruit of its labor.

PARTICULARS OF FRAUD

- a) 1st Defendant did not pay the purchase price of NGN360, 000,000.00(Three hundred and sixty million) as agreed for the four units out of the five (5) units of 5 Bedroom Terrace Duplex with one room boy's quarters and this automatically nullifies the memorandum of understanding with the 1st Defendant.
- b) The 1st Defendant without paying the 4th defendant, went behind the owner (4th Defendant) of the property, and without the owner's knowledge and consent illegally sublet same to the plaintiff and three others and collected monies from the property of the 4th defendant and thereby defrauded the 4th Defendant.
- c) That the plaintiff and his friend Dr. Habila Michael Amos, are childhood friends of the Executive Director of the 1st Defendant (Yinka Daramola) and they connived together to bring this action with the game plan that

once the case is in court they will employ all delay tactics and not pay rent to the 4th Defendant, and abscond after they had built their properties.

- d) That the Plaintiff and his friend Dr. Habila Michael Amos knows very well the game they are playing, after pleading with the Managing Director of the 4th Defendant to give them time to pay as evidenced by the email correspondences, they turn around to play games with the 4th Defendant.
- e) The Plaintiff herein through his Solicitor offered to pay the 4th Defendant the sum of NGN 20,000,000.00 (Twenty million naira, for a property now worth NGN 250,000,000.00(Two hundred and fifty million naira only. The letter from his solicitor dated 2nd November 2020 and the response from the Solicitor to the 4th Defendant dated 2nd December 2020, is front loaded.
- f) The criminal aspect of the 1st Defendant in colluding and defrauding the 4th Defendant is under investigation by the Nigerian Police Force, and the 1st -3rd Defendants are currently on the run.
- (xv) The 4th Defendant states that the 4th Defendant at all material time has been the owner of the 4 units of 5 Bedroom Terrace Duplex with One Bedroom Boys Quarters located at plot 343 Aliyu Mustapha Boulevard Wuye District Abuja.
- (xvi) The 4th defendant further avers that when the 1st Defendant's rent expired, the 4th Defendant through the 7th defendant as property manager & Attorney tried to reach the 1st Defendant for the renewal of the rent but to no avail.
- (xvii) The Defendant's efforts to reach out to the 1st, 2nd, and 3rd Defendants in respect of the property proved abortive.
- (xviii) The 4th Defendant through the 7th Defendant visited the property and the 1st, 2nd and 3rd Defendants office at 18 Bank Street off Nouakott, Wuse Zone 1 Abuja yielded no fruitful result.
- (xix) That it was in the course of the 4th Defendant's effort to locate the where about of the 1st, 2nd and 3rd Defendants, that the 4th Defendant through the 7th Defendant on a visit to the property at plot 343 Aliyu Mustapha Boulevard Wuye District Abuja discovered that the 1st Defendant has left the apartment and rented out One Unit of 5 Bedroom Terrace Duplex

with One Room Boys Quarters to the plaintiff and another One Unit of 5 Bedroom Terrace Duplex with One Room Boys Quarters to One Dr. Habila Michael Amos without the knowledge and consent of the 4th Defendant while the other Two Units of 5 Bedroom Terrace Duplex have reverted back to the 4th Defendant.

- (xx) Upon this discovery, the 4th Defendant through the 7th Defendant confronted the plaintiff and after a meeting between the plaintiff and the 4th defendant, the plaintiff agreed rental value of N4,000,000 (Four Million Naira) only payable to the 4th Defendant as the Landlord of the One Unit of 5 Bedroom Terrace Duplex with One Room Boys Quarters Occupied by the plaintiff at the 4th Defendant property located at plot 343 Aliyu Mustapha Boulevard Wuye District Abuja.
- (xxi) Therefore the plaintiff paid his rent of N4,000,000 (Four Million Naira) only to the 4th Defendant as one year rent in respect of the apartment occupied by the plaintiff at two installment payment of N2,000,000 (Two Million Naira) only for each installment on the 1st day of February 2018 and 28th day of March 2018 respectively to cover the rent for the period of 19th September 2017 to 18th September 2018.
- (xxii) Upon payment of the rent by the plaintiff to the 4th Defendant, the 4th Defendant issued cash receipts Nos. 214 and 219 in the name of GUIDOTTI Group, a Company owned by the 4th Defendant dated 1st day of February 2018 and 28th day of March 2018 respectively. The plaintiff is hereby given notice to produce the original copies of the cash receipts during trial.
- (xxiii) The 4th Defendant further state that the period of the tenancy covered by the N4,000,000 (Four Million Naira) only rent paid by the plaintiff of the 4th Defendant were clearly stated on the receipt issued to the plaintiff by the 4th Defendant.
- (xxiv) The 4th Defendant further states that the period of the rent paid by the plaintiff to the 4th Defendant as clearly stated on the rent receipts No.214 and 219 respectively shall be for the period of 19th day of September 2017 to the 18th day of September 2018.
- (xxv) The 4th Defendant further state that the plaintiff's rent in respect of the apartment occupied by him being the One Unit of 5 Bedroom Terrace Duplex with One Room Boys Quarters located at plot 343 Aliyu

Mustapha Boulevard Wuye District Abuja belonging to the 4th Defendant has expired since 18th day of September 2018.

(xxvi) The 4th Defendant further state that the plaintiff has been in Areas of rent in respect of the 4th Defendant apartment occupied by the plaintiff since 19th day of September 2018 till date.

(xxvii) The 4th Defendant further state that the plaintiff is in Arrears of Rent calculated at the rate of N333,333 (Three Hundred and Thirty Thousand, Three Hundred and Thirty Naira) only per month (mesne profits) from 19th September 2018 till when Vacant possession is given up.

18. In further response to paragraph 12 of the statement of Claim, the 4th Defendant avers that the sum of N4,000,000 (Four Million Naira) only paid by the plaintiff to 4th Defendant was payment of Rent of the apartment occupied by the plaintiff in 4th Defendant property as stated above to cover the rent period of One Year from 19th day September 2017 to 18th day of September 2018.

19. The 4th Defendant denies paragraph 13 of the plaintiff statement of Claim and further avers that:

i. The 4th Defendant upon receipt of the rent of the sum of N4,000,000 (Four Million Naira) only paid by the plaintiff in respect of One Unit of 5 Bedroom Terrace Duplex with One Room Boys Quarters paid in two installments of N2,000,000 (Two Million Naira) each, issued rent cash receipts No.214 & 219 to the plaintiff on the 1st day of February 2018 and 28th day of March 2018 in the Company name of GUIDOTTI Group, a company owned by the 4th Defendant, which receipts were readily available to the 4th Defendant at the time the plaintiff paid the Rent. The 4th Defendant shall during trail rely on this receipts, Notice is hereby given to the plaintiff to produce the originals during trial.

ii) The receipt issued to the plaintiff by the 4th Defendant clearly stated the period of the rent covered by the payment made by the plaintiff to the 4th Defendant being the period of One Year rent commencing from 19th day of September 2017 to 18th day of September 2018.

iii) The 4th Defendant further avers that upon issuance of the receipt of another company owned by the 4th Defendant, the plaintiff duly accepted the receipt evidencing the plaintiff Rent Receipt issued to the plaintiff by the 4th Defendant.

iv) The 4th Defendant further avers that the plaintiff upon issuance of the receipt never objected nor refused to collect the receipt issued to him by the 4th Defendant.

v) The 4th Defendant further avers that the plaintiff's averment in paragraph 13 of the plaintiff's statement of Claim is an afterthought and baseless.

18) The 4th to 8th Defendants deny paragraph 14 of the plaintiff statement of Claim and further aver that the averment in paragraph 14 of the statement of Claim was a private transaction between the plaintiff and the 1st Defendant and never concerned the 4th to 8th Defendants.

19) The 4th to 8th Defendants in response to paragraph 15 of the statement of Claim state that the averment in paragraph 15 of the plaintiff statement of Claim was a private transaction between the plaintiff and the 1st Defendant and never concerns the 4th to 8th defendants.

20) In response to paragraph 16 of the plaintiff statement of Claim the 4th Defendant avers as follows:

i) When the 1st Defendant's rent expired and the 4th Defendant in an attempt to recover the rent of the apartment from the 1st Defendant, 4th defendant visited the property through the 7th Defendant and discovered that the 1st Defendant had rented the apartment to the plaintiff without the consent and knowledge of the 4th Defendant.

ii) The 4th Defendant then instructed her counsel Akogwu Paul ESQ to write to the plaintiff to recover the property from the plaintiff which gave rise to the letter dated 8th August 2017 written to the plaintiff by the 4th Defendant counsel.

iii) It was in consequence of the above letter that the plaintiff paid rent to the 4th Defendant in respect of the property.

21) The 4th Defendant denied paragraph 17 of the plaintiff statement of Claim and further state that it was a private conversation between the plaintiff and the 2nd Defendant.

22) The 4th to 5th Defendant deny paragraph 18 of the plaintiff statement of Claim and in further answer state as follows:

i) That when the rent paid by the 1st Defendant to the 4th Defendant expired and the 1st Defendant could not renew her rent and in an effort by the 4th Defendant to get her rent from the 1st Defendant, visited the property and discovered that the 1st Defendant has vacated and rented the apartment to the plaintiff without the knowledge and consent of the 4th Defendant.

ii) Upon discovery of the above breach, the 4th Defendant wrote to the plaintiff being the person occupying the property at the time that the 1st Defendant rent has expired requesting for the recovery of the property.

iii) It was the consequence of the letter written to the plaintiff by the 4th Defendant counsel that led to the meeting wherein the plaintiff resolved to continue his tenancy in respect of the apartment with the 4th Defendant and subsequently paid the sum of N4,000,000 (Four Million Naira) only as rent for One Year to the 4th Defendant for the period of 19th day of September 2017 to 18th day of September 2018.

23. The 4th Defendant denies paragraph 19 of the plaintiff statement of Claim and further state that it was a private discussion between the plaintiff and the 1st Defendant.

24. The 4th to 6th Defendant denied paragraph 20 of the plaintiff statement of Claim and further state that the 4th to 6th Defendants were not aware of the plaintiff's Rent-to-own scheme agreement with the 1st Defendant as the meeting was to enable the 4th Defendant get the rent of the property and or the plaintiff vacates the apartment.

25. The 4th Defendant denies paragraph 21 of the plaintiff statement of Claim and further state that the 4th Defendant never threatened the plaintiff to forcefully eject him from the house, the 4th Defendant was interested in recovering the apartment and the rent due to the 4th Defendant from the plaintiff.

26. The 4th to 5th Defendants deny paragraphs 22 of the plaintiff statement of Claim and further state that the 4th Defendant is the owner of One Unit of 5 Bedroom Terrace Duplex including One Bedroom Boys Quarters Occupied by the plaintiff as a tenant at the property located at plot 343 Aliyu Mustapha Boulevard Wuye District Abuja.

27. The 4th to 5th Defendant interference with the plaintiff tenancy of the apartment was for the plaintiff to vacate the apartment and pay the 4th Defendant the arrears of rent presently accumulated in respect of the property by the plaintiff.

28. The plaintiff is a tenant of the 4th Defendant by virtue of the payment of rent of 4,000,000 (Four Million Naira) only for the period of One Year which expired on the 18th September 2018.

29. The 4th to 8th Defendants deny paragraphs 23 and 24 of the plaintiff statement of Claim and further aver that plaintiff averment in paragraphs 23 and 24 of the plaintiff statement of Claim are private transactions of the plaintiff and the 1st to 3rd Defendants, and do not in any way concern the 4th Defendant.

30. In response to paragraph 25 of the plaintiff statement of Claim, the 4th Defendant aver that the 7th Defendant had been working for the 4th Defendant as management consultant to the 4th Defendant as well as Attorney and Agent of the 4th Defendant by virtue of power of Attorney donated in favor of the 7th Defendant by the 4th Defendant dated 8th day of May 2016 as well as the 4th Defendant Board Resolution dated 8th day of May 2016 respectively, which documents are front loaded.

31. The 4th Defendant further state that by Board Resolution of the 4th Defendant dated 8th day of May 2016, appointed 7th Defendant as manager, Agent of the 4th Defendant in charge of the 4th Defendant's properties.

32. The 4th Defendant avers further that as a developer the 4th Defendant developed the property being occupied by the plaintiff for the purpose of the business of the 4th Defendant.

33 The 4th Defendant further aver that the plaintiff had continued occupying the 4th Defendant property without payment of rent since September 2018.

34. The 4th Defendant aver that the action of the plaintiff has greatly affected the business fortune of the 4th Defendant causing great financial, emotional and economic loss to the 4th Defendant.

35. The 4th Defendant further state that as a result of the hardship being caused on the 4th Defendant by the plaintiff for nonpayment of rent of the apartment to the 4th

Defendant since September 2018, the 4th Defendant opened up discussion with the 8th Defendant as at June 2018 for the purpose of sale of the property to the 8th Defendant which discussion has not yet been concluded as the 8th Defendant was insisting for vacant possession before payment of the Apartment to the 4th Defendant.

36. The 4th Defendant further state that the letter that emanated from the 7th Defendant dated 26th day of July 2018 was to hasten the vacation of the property by the plaintiff to enable the 4th Defendant conclude his discussion with the 8th Defendant.

37. The 4th Defendant still maintain the ownership of the property being occupied by the plaintiff till date.

38. The 4th to 8th Defendant deny paragraphs 26,27,28,29,30 and 31 of the plaintiff statement of Claim and further state that the averment in the said paragraphs 26,27,28,29,30 and 31 do not in any way concern the 4th Defendants.

39. The 4th Defendant further state that the plaintiff has no Title of Ownership over the property he is occupying as well as the 1st Defendant had no Title of Ownership over the property to pass on to the plaintiff.

40. The plaintiff is only a tenant of the 4th Defendant in respect of the property occupied by the plaintiff.

41. The 4th Defendant deny paragraph 27 of the statement of Claim and further state that the 4th to 8th Defendants are not associates with 1st to 3rd Defendants. The 4th Defendant maintain that the 1st Defendant was a tenant to the 4th Defendant and the 1st Defendant tenancy in respect of the apartment has expired since 18th day of September 2017.

42. The 4th to 8th Defendants deny paragraph 28 of the plaintiff statement of Claim and further state that the 4th to 8th Defendants have no knowledge of any Rent-to-own Agreement between the plaintiff and the 1st Defendant.

43. The 4th Defendant avers that the rent of the 1st Defendant having expired since 18th of September 2017, including the rent of the plaintiff also having expired on the 18th day of September 2018, the 4th Defendant is entitled to demand for the

payment of her rent from the plaintiff and recovery of the apartment from the plaintiff respectively.

44. The 4th Defendants maintain that they never caused any stress, fear, harassment and hardship to the plaintiff and his family, but maintained that the 4th Defendant demanded for the payment of his rent and recovery of the apartment from the plaintiff.

45. The 4th to 8th Defendants deny paragraph 30 and 31 of the plaintiff statement of Claim and further aver that the 4th to 8th Defendants never caused any hardship on the plaintiff or monetary loss.

46. The 4th to 8th Defendants urge the Honorable Court to dismiss the plaintiff's Claim for being baseless, watery and lacks merit.

47. The plaintiff case lacks merit and is an abuse of process of this court.

48. The 4th to 8th Defendants paid N3,000,000 (Three Million Naira) only for the cost of this suit to the firm of Olelewe Olelewe & Co, and another sum of NGN5m(Five million naira) to IJORD SOLICITORS for this suit and the sister suit, and the receipts are front loaded.

49. The 4th to 8th Defendants/ Counter-Claimants restate all their depositions contained in paragraphs 1-48 of the witness Statement on oath and as contained in their Statement of Defence.

50) The 4th Counter Claimant state that the plaintiff and 1st Defendant are in breach of their tenancy with the 4th Defendant.

51) The 4th Counter Claimant state that the tenancy of the 1st Defendant expired on the 18th day of September 2018.

During Cross-Examination the DW1 stated that he has one signature. That he signed the two depositions on oath of 12/9/23 and 28/2/2020. That the signatures in two depositions on oath are not different. That he did not sign them in his lawyers office. That he was not the one that connected the 1st and the 4th Defendants. That he is not a staff of the 4th Defendant, but he is the property manager. That he was not present at the meeting of 5/10/2017 between the Claimant and the 1st to the 5th Defendants. That paragraph 3 and 4 of DW1C (the MOU) does not allow the 1st

Defendant to market the property and receive money from the public. That he filed a proof in court of his deposition on oath in paragraph 17 (viii), that the Claimant is aware of the revocation of Exhibit DW1C (MOU) on 7/2/18. That the proof is here in court. That Exhibit DW1H was served on the Claimant. That he does not have the proof of service of DW1H on the Claimant. That the proof of service of Letter of Revocation of Exhibit DW1C by the 4th Defendant to the 1st Defendant is not here, that he will check his file. That the Rent-to-Own Scheme was a fraud. That he did not report the fraud to any of the law enforcement agency. That he said the value of the property is now N6,000,000. That he did not file any variation/valuation report to it in court. That he did not file any Tenancy Agreement between the 4th Defendant and the Claimant in court. That he did not give six (6) months Notice to the Claimant. That no agreement between the 4th Defendant and the Claimant with respect interest for unpaid rent and post-judgment interest.

The 4th to 8th closed their case and was discharged. They prayed the court to dismiss the case of the Claimant and grant their counter-claim.

COURT'S ANALYSIS

The Defendants in their written address formulated 6 issues for the determination of this Court to wit:

- a. Whether or not the failure of the 1st Defendant to pay the 4th Defendant (owner of the premises) the sum of N360m as agreed sale price for the four units out of the 4th Defendants five units of five-bedroom terrace duplex with a room boy's quarters, within 12 months as contained in the Memorandum of Understanding (MOU) dated the 17th day of June, 2016 (Exhibit DW1C) does not constitute a fundamental breach by the 1st Defendant, which breach automatically nullifies the said Memorandum of Understanding (MOU).
- b. Whether or not the 1st Defendant being unable to pay the owner of the property (4th Defendant) the agreed purchase price for four out of the five units in the property, can give to the Claimant what he does not have? (Nemodat quod non habet)
- c. Whether or not by the very terms of the tenancy agreement (Exhibit PW1B) the Claimant signed with the 1st Defendant who was a tenant of the 4th

Defendant, the Claimant has not long forfeited the tenancy, and same determined by operation of law due to non-payment of rent by the Claimant whilst living in the property.

- d. Whether or not the Claimant can benefit from his own wrong and negligence?
- e. Whether or not the failure of the Claimant to continue to pay rent to the owner of the property(4th Defendant) after paying one year rent to the owner of the property (4th Defendant) (from 19th September, 2017 to 18th September, 2018) (as confirmed by Exhibit PW1G) is not a deliberate act of wickedness, unconscionable, and oppressive act by the Claimant.
- f. Whether or not by the Claimant's own prayers and reliefs sought in paragraph 74(g) and 74(i) of the Amended statement of claim the Claimant's entire claim should not be dismissed?
- g. Whether or not the 4th to 8th Defendants are entitled to the grant of all the reliefs sought in their counter-claim.

On the part of the Claimant, through his Counsel adopted and argued the issues raised by the 4th to 8th Defendants but under Six (6) new issues for determination distilled by the Claimant. They are:

1. Whether this court can rely on oral hearsay and documentary hearsay evidence of the 4th to 8th Defendants' sole witness?
2. Whether the High Courts of FCT or District Courts of the FCT has the Jurisdiction over tenancy cases with annual rent of N4,000,000.00 like in the counterclaim of the 4th to 8th Defendants?
3. Whether the service of a 'Notice to Quit' and 'Notice of Owner's Intention to Recover Premises' is a condition Precedent for the institution of a Counter-claim for recovery of premises and whether the 4th to 8th Defendants have met such condition precedent.
4. Whether the Counterclaim is an abuse of court is an abuse of abuse of court process?
5. Whether this court has jurisdiction to entertain the Counterclaim of the 4th to 8th Defendants?
6. Whether the Claimant has proven his case to merit the prayers sought.

I have given a careful and insightful consideration to the totality of the evidence before this Court together with the issues distilled and argued by the parties in their final written addresses as well as the 4th to 8th Defendants' final reply on points of law. The central issues crying to be resolved in this matter are:

1. Whether the 4th to 6th Defendants were aware and part of the Rent-To-Own Scheme of the 1st to 3rd Defendants having regards to Exhibit DW1C (MOU)
2. Whether the 1st Defendant had the legal right to enter into the Rent-to-Own Scheme with the prospective subscribers/tenants, which brought the Claimant into the property?
3. Whether the evidence of the 7th Defendant Mr. Pius Ahilike (DW1) is a hearsay evidence.
4. Whether the Claimant is entitled to the reliefs sought.
5. Whether the 4th to 8th Defendants are entitled to the grant of the counter-claim.

All other issues are ancillary to and entirely dependent upon the resolution of the above question in favour of or against the Claimant. I will therefore condense the issues distilled by the parties into four (4) composite issues for determination as follows:

1. Whether the 4th to 6th Defendants were aware and part of the Rent-To-Own Scheme of the 1st to 3rd Defendants having regards to Exhibit DW1C (MOU)
2. Whether by the terms of Exhibit DW1C, the 1st Defendant had the legal right to enter into the Rent-to-Own Scheme with the prospective subscribers/tenants that brought the Claimant into the property?
3. Whether subsequent revocation of Exhibit DW1C between the 1st Defendant and the 4th Defendant affects the Rent-to-Own Scheme of unsuspected subscribers.
4. Whether the evidence of the 7th Defendant Mr. Pius Ahilike (DW1) is a hearsay evidence.

ON ISSUE ONE (1)

1. Whether the 4th to 6th Defendants were aware and part of the Rent-To-Own Scheme of the 1st to 3rd Defendants having regards to Exhibit DW1C (MOU)

In a civil trial, it is a generally accepted principle of law that the burden of proof is on the balance of probabilities and the preponderance of evidence. I call in aid **SECTION 134 OF THE EVIDENCE ACT 2011 AS AMENDED; ALAHJI AMINU ISHOLA VS. UNION BANK OF NIGERIA LIMITED (2005) LPELR- 1550 (SC) MARIO JOSE ENTERPRISES LTD & ANOR VS. DANGADO (2021) LPELR- 53215 (CA)**; The ultimate burden of establishing a case is as disclosed on the pleadings. The onus is on the claimant as distinct from the defendant to prove his case on a balance of probabilities. I take my guide from the case of **CYEDIRAN VS. ALEBIOSU II (1992) 6 NWLR PART 249 PAGE 550** where the claimant has successfully proven his case on the preponderance of evidence then he is said to have discharged the onus on him by the law, and then the onus shifts to the defendant and it continues to shift for it is not static **ORJI VS. DTM (NIG) LTD (2009) 18 NWLR (PT. 1173) 467 SC**

By the declarative nature of the reliefs of the Claimant, It is trite that Claimant must rely on the strength of his case and not on the weakness of the defence in considering or granting of declaratory reliefs. I place reliance in **AWAMARIDI & ANOR. v. INEC & ORS. (2019) LPELR- 49397 (CA)**.

The Claimant at paragraphs 8,9 and 10 of its Statement of Claim and paragraphs 3,4 and 5 of the deposition on oath stated he has a Rent –To-Own Scheme agreement with the 1st Defendant dated 18th November 2016 on HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT). (copies of the Agreement, Offer Letter, Acceptance Letter and an Allocation and Keys Handover letter. That the Claimant and the 1st Defendant agreed that the Claimant buys the said house, and that he made pay to the sum of N16,300,000.00 as part payment of the agreed total price of N80,000,000.00 and has been in occupation of the said property. These facts were evidenced and proved by Exhibits PW1B, Exhibit PW1C, Exhibit PW1D, Exhibit PW1E respectively. He then argued through his counsel at paragraphs 4.3 of his final address that the concept of Rent-to-Own was first mentioned and explained in details by the 1st and 4th Defendants in the recital of the Memorandum

of Understanding (Exhibit DW1C), specifically under paragraphs 1 to 4 of the recital. That it explained by the parties as ‘...*flexible and cheaper property acquisition and disposition structure...*’ That as stated in paragraph 3 to 5 of the written testimony of the Claimant the Rent-to-Own Scheme, allows the Claimant to purchase the subject matter property at the fixed cost of N80 million Naira paid in annual installments of N4million Naira as rent.

The 4th to 8th Defendants in contrary stated at paragraphs 9 to 14 of their Statement of Defence and paragraphs 10 to 16 of the DW1’s deposition on oath denied the above averments and further at paragraphs 15(i-xxvii) to the stated contrary that the 1st Defendant entered into the property as tenant to the 4th Defendant for only one year, vide a Memorandum of Understanding dated the 17th day of June, 2016.(i.e Exhibit DW1C. That the 1st Defendant agreed to rent the four units for one year and then pay the sum of N360million as purchase price for the four units rented within twelve months of paying the first rent.

It is settled law that the contents of a document can be proved in a proceeding by tendering the original document or where the original is unavailable by a certified true copy of the said original as secondary evidence of the contents of the said original. **PER ONNOGHEN ,J.S.C in GOODWILL & TRUST INVESTMENT LTD. & ANOR V. WITT & BUSH LTD (2011) LPELR-1333(SC) (PP. 29 PARAS. C)**

A combined reading of the Statement of Claim and the Statement of Defece of the 4th to 8th Defendants, it is not in contention that there was a contract or agreement in form of Memorandum of Understanding (MOU), which is the Exhibit DW1C tendered and relied on by the 4th to 8th Defendants. The contents of the Exhibit DW1C is clear at least to my understanding and comprehension.

By the provisions of Section 128 of the Evidence Act 2011 which states that:

When a judgment of a Court or any other judicial or official proceeding, contract or any grant or other disposition of property has been reduced to the form of a document or series of documents, no evidence maybe given of such judgment or proceeding or of the terms of such contract, grant or disposition of property except the document itself, or secondary evidence of its contents in cases in which secondary evidence is admissible under this Act; nor may the contents of any such

document be contradicted, altered, added to or varied by oral evidence."

As a general rule of law, the contents of a document are proved by either primary or secondary evidence. Unless where the secondary evidence takes the form of oral evidence, a document, is proved by it being produced before the Court. This is because when a document is tendered in Court, no extrinsic evidence is admissible to prove the facts stated in it.

I call in aid the case of **SALINI NIG. LTD V. LIFEWIRE INDUSTRIES LTD & ANOR (2019) LPELR-51433 (CA) (PP. 39-40 PARAS. E).**

The 4th to 8th Defendants at paragraphs 9 to 14 of their Statement of Defence and paragraphs 10 to 16 of the DW1's deposition on oath denied being part of such scheme and the knowledge of such Scheme or its existence when it is clearly stated at paragraph 1-7 of the Recital of the Exhibit DW1C the intentions and purposes of the MOU. Also under the terms of agreed upon, paragraph 3 states thus:

The Vendor (4th Defendant) shall upon the execution of this Agreement give full Cooperation and grant full access to the Purchaser and its subscribers towards marketing and inspection of the subject property to its Subscribers which is needful for the sign-on of the subscribers into the Purchaser's scheme.

By virtue of this term in the Exhibit DW1C and the clauses in the Recitals, have contradicted the 4th to 8th Defendants averments in at paragraphs 9 to 14 of their Statement of Defence and paragraphs 10 to 16 of the DW1's deposition on oath.

It is the law that document speaks for itself. **SALINI NIG. LTD V. LIFEWIRE INDUSTRIES LTD & ANOR (supra)** support the afore stated principle.

It is my humble judicial view therefore, that the 4th to 6th Defendants were aware and part of the Rent-To-Own Scheme of the 1st to 3rd Defendants having regards to Exhibit DW1C (MOU). I therefore, resolve issue one in favour of the Claimant. I so hold.

ONE ISSUE TWO (2)

2. Whether the 1st Defendant had the legal right to enter into the Rent-to-Own Scheme with the prospective subscribers/tenants, which brought the Claimant into the property?

Let me begin with the submission of the Learned Senior Counsel to the 4th to 8th Defendants at paragraph 3.2 of the their Final Written Address that in law the failure of the 1st to 3rd Defendants to pay the purchase price for the four units, automatically, revokes the Memorandum of Understanding, and same having been revoked, the 1st to 3rd Defendants has nothing to give to the Claimant (Nemodatus quod non habet-one cannot convey what he does not possess. He submitted further at paragraph 3.3 of the written address that in law failure to pay the purchase price constitutes a fundamental breach which goes to the root of the matter, upon which the court cannot act decree specific performance. He relied on *ACHONU v. OKUWOB* (2017) 14 NWLR PART 1584 PAGE 142 @ 181 para AB. That breach of a fundamental term of an agreement is repudiatory and entitles the innocent party to rescind the agreement or contract. He further relied on *MEKWUNYE V. EMIRATES AIRLINE* (2019) 9 NWLR (PART 1677) 191 SC, and *INT'L MESSENGER (NIG) LTD v. PEGOFOR IND.LTD* (2005) 15 NWLR (PART 947) 1.

The counsel to the 4th to 8th Defendant went further to argue at paragraph 3.4 of the final written address that even the tenancy agreement which the defaulting 1st Defendant signed with the Claimant (Exhibit PW1B) contains fundamental terms which the Claimant violently breached, and therefore, forfeited the tenancy in the property.

It is in evidence before this Court that the 4th to 6th Defendants entered into contract with the 1st to 3rd Defendants which clearly stated the terms of the contract which includes but not limited to the Vendor which is the 4th Defendant shall upon execution of this Agreement give full Cooperation and grant access to the Purchaser and its Subscribers towards marketing and inspection of the subject property to its Subscribers which is needful for the sign –on of the subscribers into the Purchaser's scheme. That the Vendor shall ensure that all required towards the completion works necessary to make the property tenantable and ready for occupation is concluded before a month's time after the execution of this Agreement.

Now the contention of the 4th to 8th Defendants in one breath is that the 4th to 6th Defendants were not aware and were not part of the Rent-to-Own Scheme, but received collected one year tenancy rent from the Claimant for 19th day of September 2017 to 18th day of September 2018. See paragraphs 15(xxi –xxvii), 24 and 42 of their Statement of Defence. In another breath that the 4th to 8th Defendants contends that the Exhibit DW1C was revoked. See paragraphs 15(viii) and Exhibit DW1H.

This court does share same view with the 4th to 8th Defendant to deny the authority given to the 1st to 3rd Defendants by virtue of Exhibit DW1C, wherein the Vendor agrees to; upon execution of this Agreement give full Cooperation and grant access to the Purchaser and its Subscribers towards marketing and inspection of the subject property to its Subscribers which is needful for the sign –on of the subscribers into the Purchaser’s scheme and ensure that all required towards the completion works necessary to make the property tenantable and ready for occupation.

Yes I understand that the 1st Defendant did not complete the payment of the purchase price of the subject matter. This is a case the 4th Defendant needs to settle with the 1st Defendant. That does not mean that the 1st Defendant had not legal authority to market and sell the subject matter property. It is my firm view that the 1st Defendant had the legal right as agreed and donated to him by the 4th Defendant safe as the debt owed to the 4th to 6th Defendants by the 1st Defendant. This is an issue the 4th Defendant has to settle with the 1st to 3rd Defendants. This Court does not think it should be the innocent subscribers that should suffer in this regard. I find and so hold.

It is not in doubt that the 4th Defendant is the owner of the subject matter property in issue, but it is as clear as day light that the 4th Defendant entered into an agreement with the 1st Defendant to engage prospective subscribers in the Rent-To-Own Scheme designed by the 1st and 4th Defendants. The Court has a duty to take into cognizance the comprehensive and unequivocal wordings of the series of agreements between the parties. **STERLING BANK V. SHINING STAR (NIG) LTD (2022) LPELR-57076(CA) (PP. 80 PARAS. A).**

I therefore, hold that the 1st Defendant had the legal right to enter into the Rent-to-Own Scheme with the prospective subscribers/tenants and that the 1st Defendant had the right to enter into Exhibit PW1B with the Claimant by virtue of Exhibit DW1C. Issue two is as well resolved in favour of the Claimant. I so hold.

ON ISSUE THREE (3)

3. Whether subsequent revocation of Exhibit DW1C between the 1st Defendant and the 4th Defendant affects the Rent-to-Own Scheme of unsuspected subscribers.

Like I said earlier, the fulcrum of this case revolves around Exhibit DW1C. The 4th to 8th Defendants contend that through Exhibit DW1H, Exhibit DW1C stands revoked. In as much as the 4th Defendant who is the property owner of the subject property, can revoke DW1C, but it is my view that it cannot change the fact that the 4th Defendant gave the 1st Defendant right to enter into the Rent-to-Own Scheme with the Claimant and others. The 1st to 3rd Defendants never appeared in this case neither did they file any defence to this suit. There is nothing before this court showing that any revocation letter was served on the 1st to 3rd Defendant as alleged in Exhibit DW1H. During cross examination of the PW1, when asked if whether he is aware that DW1C has been revoked through Exhibit DW1H, the PW1 said he was not aware. It therefore, means that the said revocation ought not to, should not and must not affect Exhibit PW1B.

It is therefore, my firm resolve that Exhibit PW1B is binding on the 4th to 6th Defendant, which should attract order of specific performance on both the 4th Defendant and the Claimant with respect to the Rent-to Own Scheme and Exhibit PW1B. The 4th Defendants would be stopped from rescinding from the Rent to Own Scheme it entered with the Claimant through the 1st Defendant. Issue three is resolved also in favour of the Claimant. I so hold.

ON ISSUE FOUR (4)

4. Whether the evidence of the 7th Defendant Mr. Pius Ahilike (DW1) is a hearsay evidence.

The Court held in the case of **UGHELLI SOUTH LOCAL GOVT COUNCIL, OTU-JEREMI V. OМУVWIE & ORS (2022) LPELR-59334(CA) (Pp. 27 paras. A)** that:

As can be gleaned from the testimony of "DW1", there is no doubt that it falls within the province of hearsay evidence because it is a statement made to her by a person who is not himself called as a Witness. Also, when a piece of evidence given by a Witness is sourced by her from another person who is not called as a witness and such evidence derives its veracity not just from the credibility of the witness called but wholly depends on the credibility of the person not called, it is said to be inadmissible hearsay. See the case of ZUBAIRU V. STATE (2015) 16 NWLR (PT.1486) 504 AT 524. In this wise, the Legendary Law Lord of the Apex Court, TOBI, JSC in the case of OJO V. GHARORO (2006) ALL FWLR (PT. 316) 197 AT 217 has this to say:

"When a third party relates a story to another as proof of contents of a statement, such story is hearsay. Hearsay evidence is all evidence which does not derive its value solely from the credit given to the Witness, but which rests also, in part, on the veracity and competence of some other person..." Per AGUBE ,J.C.A in ughelli south local govt council, otu-jeremi v. omuvwie & ors (Pp. 27 paras. A).

In this instant case the DW1 during cross-examination stated that he was not the one that connected the 1st and the 4th Defendants. That he is not a staff of the 4th Defendant, but he is the property manager. That he was not present at the meeting of 5/10/2017 between the Claimant and the 1st to the 5th Defendants. Going by this, it simply means that the DW1 was not part of the whole arrangement from the outset. I have gone through the pleadings again, there is not place he was directly involved in the whole arrangement and conclusion of Exhibit DW1C. The DW1 said also he was not present at the meeting of 5/10/2017. I therefore, find that the DW1 does not have a direct fact from the beginning to the end of the transaction of the subject matter. The evidence he has given in respect of this matter was not personally gotten by him. His evidence is based on the information that was told to him by another person who was not called as a witness. That is the 5th and 6th Defendant. All through the hearing, the 4th Defendant being a company failed to send any staff or director of the company that participated in the transaction as a witness before this court. The 5th and 6th Defendants being the directors of the 4th

Defendant failed to appear before this court to give evidence as they were directly involved all through the transactions. Rather they choose to bring Mr. Pius Achilike as their sole DW1. I therefore, agree with the submissions of the Claimant counsel at paragraph 1.6 of the Claimant's Final Written Address that the DW1's evidence in this case are hearsay oral and written testimonies, hence inadmissible in law and as such, of no use to this Court. I find and so hold. I further resolve the Fourth Issue in favour of the Claimant.

COURT'S DECISION

I began my analysis with this principle of law that in a civil trial, it is a generally accepted principle that the burden of proof is on the balance of probabilities and the preponderance of evidence. I call in aid **SECTION 134 OF THE EVIDENCE ACT (up cit); ALAHJI AMINU ISHOLA VS. UNION BANK OF NIGERIA LIMITED (supar) MARIO JOSE ENTERPRISES LTD & ANOR VS. DANGADO (supra)**; That the ultimate burden of establishing a case is as disclosed on the pleadings, the onus is on the Claimant. I take my guide from the case of **CYEDIRAN VS. ALEBIOSU II (supra)**. Where the Claimant has successfully proven his case on the preponderance of evidence, then he is said to have discharged the onus on him by the law, and then the onus shifts to the Defendant and it continues to shift for it is not static **ORJI VS. DTM (NIG) LTD (supra)**.

In conclusion therefore, I hold that the Claimant has discharged the onus legally placed on him to prove his case on the preponderance of evidence.

In the final summation therefore, I declare against the Defendants as follows:

1. That the 4th to 6th Defendants were aware and part of the Rent –To-Own Scheme of the 1st to 3rd Defendants pursuant to the 'Memorandum of Understanding' dated the 17th day of June, 2016 between the 1st to 4th Defendants for a Rent To Own Scheme.
2. That the Rent-To-Own Scheme of the Defendants allowed the 1st, 2nd and 3rd Defendants to market and sell HOUSE 2, Plot 343 Aliyu Mustapha

Boulevard, Wuye, Abuja, FCT (aka House 2. AYM Mustapha Boulevard, Wuye, Abuja, FCT).

3. That the Plaintiff paid monies amounting to N16,300,000.00 to the 1st , and 4th Defendants and subscribed to the Rent-To-Own Scheme of the Defendants over HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT),
4. That there is a breach of contract of Rent-To-Own Scheme over HOUSE 2. Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye. Abuja. FCT) between the Plaintiff and the 1st Defendant by the actions and inactions of the 1st Defendant, its management and the 4th, 5th, 6th, and 8th Defendants.

I further Order against the Defendants as follows:

5. An ORDER of this Honourable Court for the specific performance of the Rent-To-Own Tenancy Agreement dated 18th day of November 2016 between the Claimant and the 1st Defendant for the Claimant to continue possession of HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT) and the payment of the purchase price of N80,000,000.00 as agreed in Exhibit PW1B.
6. An ORDER of this Honourable Court restraining all the Defendants, their agents, proxies and estates from harassing, intimidating, ejecting the Claimant, his family and agents from HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT).
7. An ORDER of this Honourable Court restraining all the Defendants and their agents, associates and proxies by whatever description or title from selling, renting, entering, searching, spying, breaking, forcing through,

ceasing, barricading, occupying, further developing, improving, working on or meddling with HOUSE 2, Plot 343 Aliyu Mustapha Boulevard, Wuye, Abuja, FCT (aka House 2, AYM Mustapha Boulevard, Wuye, Abuja, FCT).

This is the Judgment of the Court.

Hon. Justice Jude O. Onwuegbuzie

Appearances:

1. Onyekachi Umah Esq., for the Claimant.
2. No appearance for the 1st to 3rd Defendants.
3. F.A Onolememen Esq., for the 4th to 8th Defendants.