

IN THE HIGH COURT OF JUSTICE  
EDO STATE OF NIGERIA  
IN THE BENIN JUDICIAL DIVISION  
HOLDEN AT BENIN CITY  
BEFORE HIS LORDSHIP THE HONOURABLE JUSTICE EFE IKPONMWONBA 6 JUDGE  
ON WEDNESDAY THE 10<sup>TH</sup> DAY OF FEBRUARY, 2016

BETWEEN: SUIT NO. B/49/06:

SAIBU AGUNU YAMAH ---- CLAIMANT

VS.

UNITED BANK FOR AFRICA PLC í . DEFENDANT

**JUDGMENT**

The claim against the Defendant is for

1. The sum of N1,559,500 (One million five hundred and fifty nine thousand five hundred naira) only the sum unlawfully withdraw from the Claimant's account for the stated period.
2. Interest of 21% per annum on the total amount fraudulently withdrawn from the date of the first illegal withdrawal i.e. 21/5/05 until the sum is liquidated.
3. 10% interest rate per annum until the entire judgment debt is liquidated.
4. N12m (Twelve million naira) only as damages arising from the unlawful withdrawals from the Claimant's Account.

The Claimant and one witness gave evidence in support of his claim. The Claimant gave evidence before the establishment of the new rules on 5/5/10.

His evidence is that the Defendant is his bank and he has been banking with them since 1993. On 9/11/05 he took a cheque of N50,000 drawn in his favour to the bank to cash but it was returned to him unpaid, on the ground that he did not have sufficient funds in the account. They told him that he had been cashing large amounts recently. He denied this. In the meantime he was told to reduce the

cheque to N30,000 to enable him cash money. He applied for his statement of account and he was given. He said he discovered that a lot of unauthorized withdrawals were made within a period of 7 months from his account that he did not know anything about.

He said the Bank never alerted him of the withdrawals or sent him a statement of account. He observed that the number on the cheque leaflets were very irregular in their sequence and they told him that one Umaru Bello was the one who withdrew the money. He revealed that the total sum withdrawn was N1,599,500.00. He got his Solicitor to write a letter to the Bank which they replied to. The Bank reported the matter to the Police and Umaru Bello was arrested with the Claimant's assistance. PW1 testified that Umaru made a statement and told the Police how he was propelled to withdraw money from the bank by his friends who knew people in the Bank. Bello was eventually tried and convicted. PW1 said he was surprised and demoralized by the incident and that he almost collapsed. He said 21 cheque leaflets were used and only 19 were tendered in Court. He prayed the Court to prevail on the Defendant to pay his money back as per his claim. He insisted that the signature on the cheques were not his signature and that he signed a mandate for the Defendant bearing his signature.

Under cross examination by the Defence Counsel PW1 said he had only one signature for his bank account. He insisted that it was the duty of the bank to cross check the signature on the cheque with the mandate card.

He denied noticing anything as he only went to the Bank when he needed money. He agreed that he went to the bank during the 7 months period the operation on his account took place. He added that he issued cheques serially but

discovered from the statement of account that the cheque numbers concerned were not in any sequence.

He revealed that the cheques were all withdrawn from UBA Akpakpava Branch and agreed that the instruction he gave was that if the signature is regular with the mandate, the cheque should be honoured. He also revealed that where he could not go to the Bank he would send his son or daughter and he would identify them at the back of the cheque. He denied that he did not protect his cheque book and insisted that the Bank did not take care of his account. He agreed that the said Umaru Bello was a relation of his wife, his wife's nephew. He said he was not invited to the Magistrate Court to give evidence and explained that the 19 cheques were not signed by him. That there were no stubs in his cheques book as the cheques were taken out fully from the booklet. He said in his presence, Umaru Bello said his friends helped him sign the signature and those friends had friends in the bank.

PW2 is an official from the Defendant bank. He came to Court on subpoena to tender the mandate card of the Claimant which the Claimant identified.

At the close of the Claimant's case, the defence opened. The Defendant called two witnesses. PW1 is Alegbe Muritala, a banker with the Defendant. He adopted his statement on oath made on 22/1/13. His evidence is that on 9/11/05 the Claimant, a customer came with a cheque of N50,000.00 issued in his favour. When PW1 presented the cheque it was discovered that the Claimant did not have sufficient funds in his account and had to reduce it to N30,000.00 and collected his money. He said the Claimant surprisingly returned to the Bank complaining of withdrawals in his account. He said it was surprising because before now the

Claimant has been transacting business in his account between the withdrawals and he never complained. And that his account balance was always given to him whenever he requested for it and he never contested same.

He said that the Claimant was aware from the time after his statement of account was printed for him that within 7 months, illegal withdrawals were effected on his account because he came to effect withdrawals during the period in question and the balance of his account was always known to him on each occasion.

He insisted that different beneficiaries mandated by the Claimant were paid at different times by the Defendant and the Claimant identified them by endorsing the back of the cheque. He denied that any of the Defendant's staff connived with Umaru Bello to withdraw from the Claimant's account. He said the said Umaru had visited the Bank several times with cheques signed by the Claimant. He also said the signature on all the cheques complained of were all regular when compared with the Claimant's mandate and signature with the Bank. He testified that the Bank was not in the practice of checking serial number of cheque leaflets on presentation and that the cheque booklet had 25 leaflets and it was impossible for 19 to be taken away without the Claimant noticing. He also revealed that the Claimant tried to ensure that Umaru Bello was not prosecuted.

He insisted that at no time was the Defendant and its staff found to be fraudulent and that they did not cause the Claimant any mental or psychological harm. He urged the Court to dismiss the claim.

Under cross examination he admitted that he was not the cashier that attended to the Claimant on the day in question but he became aware of the situation the next day. He denied that the cashier was sacked and said he resigned on his own. He denied that any suspicion arises where cheques are not used sequentially.

He agreed that if a signature is irregular, the Bank is duty bound not to pay. He insisted that the serial number does not help when there is a fraud but helps to trace the cheque. On examining some cheque leaflets, he confirmed that they could not have come from a 25 leaf cheque book. He denied knowing that the Bank Manager was relieved of his appointment.

DW2 is the Business Manager of Defendant, Akpakpava Road Branch, Victor Enemare. He adopted his statement on oath sworn to on the 13/2/14. His evidence was the same as that of PW1. Under cross examination, he agreed that the Bank was investigating the issue but the Claimant was not satisfied and came to Court. He denied that he was at the Branch when the incident occurred. He said he was not aware that the Branch manager was relieved of her position and said she resigned. He said the statement of account was given to the Claimant regularly but he did not know if he received them.

He also said the procedure is that a person should write his name and sign at the back of the cheque. On being shown Exhibit E15 he agreed that the name was there but no signature. He denied that a beneficiary could not use red ink to write on a cheque. On examining Exhibit E, it had no name but a copy of the identity card of the beneficiary was attached.

He revealed that the official puts a sign on the cheque so that the bank will know the official that dealt with the cheque. But he said he could not say with certainty if it was a bank official that wrote on the front and back of the Exhibit E 19. He identified some irregular signature on some of the cheques. He said he could not remember if they reverted to the Claimant on the irregular signature.

At the close of the evidence, both parties filed their written addresses as provided for in the Rules.

For the Defendant J. O. Ukpedor (Mrs.) adopted their written address dated 9/6/14. She submitted that the Claimant has failed to prove his case on the preponderance of evidence and or balance of probability as required by law and therefore was not entitled to the reliefs sought from this Court.

Learned Counsel submitted that the burden of proof of negligence falls on the Claimant who alleges negligence because negligence is a question of fact and not law. She referred to the case of **Diamond Bank Ltd. vs. Partnership Inv. Co. Ltd.** (2010) 13 WRN page 35 at 43.

She said there is no evidence before Court of the duty the Defendant owes the Claimant. She drew the Court's attention to the evidence before the Court and wondered why the Claimant did not discover the fraudulent withdrawal within the said 7 months as he was in the Bank within the period? She submitted that the Claimant has not been able to show that he was given 2 booklets of 50 leaflets as he failed to bring the cheque books to Court to prove that he did not issue out any of the cheques within Exhibit E1 and E19. Counsel submitted that the Claimant

cannot lure the Court into speculation. She referred to **Animashaun vs. Uche** (1996) 10 NWLR (pt.476) page 65 at 66.

She contended that the Claimant has failed to lead evidence to establish certain sums were withdrawn on the same day and that this failure was fatal to the Claimant's case. She referred to **Int. Messengers Nig. Ltd. vs. Eng. Nwachukwu** (2004) 9 MJSC page 137 at 158.

She submitted that it is trite that failure of the Claimant to prove negligence on claim for damages negates the Defendant to be held liable for damages. She submitted further that whenever there is an allegation of crime in a civil proceeding such allegation has to be proved beyond reasonable doubt. She referred to the following cases:-

1. **Akanbi vs. Alatedo Nig. Ltd.** (2000) 1 NWLR (pt.639) 125 at 133.
2. **Akinboni vs. Akinboni** (2002) 5 NWLR (pt.761) page 564.
3. **Anyanwu vs. Nzowuaka** (2009) 49 WRN 1.

Learned Counsel submitted that Exhibit C be expunged from the Court's record as it is inadmissible. She said it is trite law that where inadmissible evidence is admitted, it is the duty of the Court not to act on it. She referred to the case of **Abubakar vs. Joseph** (2008) 13 NWLR (pt.1104) 307; **Nwaogu vs. Atuma** (2013) 11 NWLR (pt.1364)

Counsel contended that the irregularities in signature does not apply to all the cheques within Exhibit E ó E19 and urged the Court to look closely at the cheques and compare with the mandate card. She urged the Court to take notice of the fact that a person's signature cannot exactly be the same if the person signs

over and over and urged the Court to hold that the alleged dissimilarities were not enough to make the signature irregular. She referred to **Latunji vs. Cooperative Bank of Western Nig. Ltd.** (1979) 12 CA 335.

Finally she urged the Court to uphold the Defendant's contention and dismiss the claim.

The Claimant's Counsel filed their final written address on 24/11/14 with leave of Court.

B. A. Ebuehi for the Claimant adopted the written address as their argument for the Claimant. Two issues were formulated for determination to be:-

1. Whether or not the Defendant owed the Claimant a duty of care in the management of his account. If yes, whether the duty of care has been breached?
2. What is the amount of damage recoverable by the Claimant, if issue one is resolved in the affirmative?

Learned Counsel referred to paragraph 12 of the Statement of Claim and submitted that what is not expressly denied is deemed to have been admitted by the opposing party and what is admitted needs no further proof. He referred to the case of **A.G. Federation vs. A. G. Abia State** (No. 2) 2006 6 NWLR (pt. 764) page 542 at 677 ó 678 and **Didia vs. Tubonimi** (2010) AFWLR (pt.546) page 583 at 600.

Learned Counsel submitted that the Defendant led no credible evidence to defend this action. He referred the Court to paragraphs 6 ó 10 of their Statement of Defence which he said no evidence was led in proof of.

Learned Counsel referred to the case of **Haston (Nig.) Ltd. vs. ACB** (2002) FWLR (pt.119) 1476 at 1493.

On the issue of internal investigation Learned Counsel drew the Court's attention to the fact that the records of the bank were not tendered in evidence. He added that the best evidence would be the records. He referred the Court to **Civil Design Construction Nig. Ltd. vs. SCOA Nig. Ltd.** (2007) AFWLR 1 at 65 and urged the Court to discountenance the evidence of DW2 whose evidence was gathered from records that were not tendered before the Court.

He urged the Court to invoke Section 167(d) of the Evidence Act and hold that if indeed the records exist, the Defendant knows that it would not support their case. He also urged the Court to discountenance the evidence of DW1 as hearsay evidence which is inadmissible in law. He referred to **Federal Republic of Nigeria vs. Usman and Anor** (2012) AFWLR (pt. 632) page 1639 at 1653.

Learned Counsel referred the Court to contradictions in the evidence of DW1 on the issue of irregular signature. He submitted that DW2 was not a witness of truth.

He submitted that it is clear that the Defendant breached her duty to the Claimant to regularly send the statement of account. He also referred to all the contradictions in DW2's evidence before the Court. He drew the Court's attention to the fact that Defendant refused to produce 2 of the cheques used and urged the Court to invoke the provisions of Section 167 (d) of Evidence Act and hold that if produced, this would favour the Claimant's case. Finally he urged the Court to resolve issue one in favour of the Claimant and hold that the Defendant owed a duty of care to the Claimant which she breached when she negligently managed the Claimant's account.

On issue 2, Learned Counsel submitted that it is settled law that special damages must be specifically pleaded and strictly proved. He referred to **UBN Plc. vs. Chimaeze** (2014) 9 NWLR (Pt. 1411) 166 at 192 ó 193.

He referred the Court to paragraph 11 of the Statement of Claim and urged the Court to hold that the Claimant has proved all the items of special damages especially when the evidence of the defence supports the case of the Claimant.

He submitted further that the Claimant is entitled to general damages for wrongful dishonour of the Claimant's cheque. He urged the Court to hold that it was the Defendant's act of negligence that depleted the funds in the Claimant's account and led to a wrongful dishonour of his cheque. He added that in this circumstance, the Claimant is entitled to damages.

Counsel submitted that the Defendant breached the fiduciary duty owed the Claimant on 2 fronts. Firstly she breached her duty to manage the account of the Claimant so as to protect him against fraud and theft. Secondly the depletion of the funds led to the wrongful dishonour of the cheque presented by the Claimant on 9/11/05.

He submitted that in cases of wrongful dishonor of cheques, a Claimant is entitled to recover under several heads of damages. He referred to **UBN vs. Chimaeze (supra) and Balogun vs. NBN Ltd.** (1978) SC 111 at 117.

He submitted that on the above authority the Claimant is not only entitled to have his account credited with the amount drawn but also entitled to general damages whether or not he proved any actual loss.

On the relief of interest of 21%. Learned Counsel contended that the Defendant did not join issues, he therefore submitted that minimal proof will suffice thereon.

Counsel contended finally that the Claimant has discharged the evidential burden placed on him, while the Defendant has failed to defend the action when the burden of proof shifted back to her.

He urged the Court to hold that the Claimant has established and proved his claim and grant the claims of the Claimant.

On point of law Learned Counsel for the Defendant submitted that the effect of failure to answer a subpoena is to issue a committal process and not to invoke. See 167 (d) of Evidence Act.

The issues in this suit are as follows:-

- (1) Whether there is a duty of care owed to the Claimant by the Defendant?
- (2) If there is, has the duty been breached?
- (3) Whether the Claimant is entitled to the reliefs sought?

The Claimant gave evidence that he went to the Bank with a cheque of N50,000 which when he tried to cash was returned on the ground that he did not have sufficient funds in the account. He was then forced to change the figure to be drawn to N30,000 which he was able to cash. He later discovered that unlawful withdrawals were made from his account to the tune of N1,559,500.00.

In **Diamond Bank vs. Partnership Inv. Co. Ltd.** (2009) 12 NMLR page 326 which the Defence is relying on, the Supreme Court held that a bank has a

duty under the contract with its customer to exercise reasonable care and skill in carrying out its part with regard to the operations within the contract with the bank's customers. The duty to exercise reasonable care and skill extends over the whole range of banking business within the contract with customers. The said duty is said to apply to acting in accordance with the instruction of customers.

It is therefore from the above not in doubt that a bank owes a customer the duty to exercise reasonable care in dealing with the customer and his money. In the instant case, the Claimant is claiming the total of the money illegally withdrawn from his account.

In the Blacks Law Dictionary 8<sup>th</sup> Edition at page 1061, Negligence is generally defined as the failure to exercise the standard of care that a reasonable prudent person would have exercised in a similar situation.

It is settled that negligence is a question of fact and not law. So, each case must be decided in the light of the facts pleaded and proved. No case is like the other. See the case of **Kalla vs. Jamakari Transport Ltd.** (1961) ANLR 778 at 785.

The Claimant in his evidence complained of certain issues. They include:-

- (1) the fact that the cheques were not given out in sequence.
- (2) the fact that the signature on the cheques were not his.
- (3) whenever he sent someone to the bank he identified the person on the back of the cheque.

The question now would be, would all or any of these have alerted the bank to any foul play?

The Defence witness testified that the fact of non sequential presentation of the cheques did not make a difference as the number only helps to trace the cheque.

On the issue of the signature, the DW1 said that if a signature is irregular the Bank is duty bound not to pay the cheque.

DW2 was shown some of the cheques which Claimant says he did not sign. He testified that the procedure is that a beneficiary of a cheque writes his name and signs at the back of the cheque. Exhibit E15 had the name but no signature. On the cheque exhibit dated 11/6/05 there was no name or signature but a photocopy of the Identity Card of the beneficiary was attached.

On the cheque dated 30/7/05 for N50,000.00, there is no name or signature but the details of identification is there. On the cheque dated 29/9/05 for N86,000.00, there is no signature of the beneficiary. On the cheque dated 21/5/05 for N60,000.00 there is no name or signature of the beneficiary but details are there. On the cheque dated 23/6/05 for N83,000 DW2 agreed that one of the signature was not smooth though he said he did not know if it is a sketch. On the cheque dated 4/10/05 for N87,000.00 the name and signature is not there but the details of the beneficiary are there.

On the cheque dated 29/10/05 for N20,000.00 there is no signature of beneficiary. He also identified the cheque dated 4/9/05 for N120,000 and the signature. He said "the signature is uneven but I do not want to completely agree that it is sketched. There are cases where there are uneven lines".

On the cheque dated 17/9/05 for N55,000.00 he said "one of the four signatures is irregular, does not have the same character". On the cheque dated 1/6/05 for N62,000.00 he agreed that the name and signature were not there and agreed that it was paid out to somebody. On sighting the cheque dated 18/7/05 and comparing it to the mandate Exhibit F, he agreed that the signature did not end exactly the same way. While he said he saw a slight irregularity in the signature on the cheque dated 20/7/06 for N84,000.00.

The witness agreed that if the details are there but there is no signature the alleged beneficiary can dispute that he collected the money . I have looked at the 19 cheques tendered in evidence and I make the following observations:-

1. The cheque dated 1/6/05 for N70,000.00 is not signed by the beneficiary though a photocopy of an Identity Card is attached.
2. Cheque dated 1/6/05 for N62,000.00 is not signed by the beneficiary.
3. 5 cheques were drawn on the name of Oshomah Yamah and 3 cheques in the name of Umoru Bello. It is observed that though these persons signed as beneficiary they also have the same Identity Card number for Uniben which is EDU 0301892 and they have the same signature.
4. One Fidelis Okoroni has 6 cheques in his name and he did not sign as beneficiary on any of the cheques.
5. The cheque dated 21/05/05 for N60,500.00 in the name of Agbonmwadolor James Bobby was not signed by him as beneficiary and the alleged identification of the Claimant is in a completely different handwriting which is not the Claimant's.
6. The cheque dated 18/7/05 for N86,000.00 was not signed by the beneficiary though he purported to identify with his drivers licence.

I have also looked at the signature on the face of the cheque which is supposed to be the Claimant's. I have compared it with the signature on the mandate card which is Exhibit F and I find quite frankly that the signature on the

cheques are not identical to the specimen signature. I must say that it gives the impression that it was copied or traced. It seems strange that when two cheques are presented on the same day and neither of the beneficiaries sign the cheque it does not sound on alarm.

Negligence implies want of care as would be expected for a reasonable man *in loco* as the care expected from our bankers is higher than that from a reasonable man.

As reiterated earlier, a bank has a duty to exercise reasonable care and skill in carrying out its customer's instructions. And this duty extends over the whole range of banking business within the contract with the customer. See the case of **Agbanelo vs. Union Bank of Nig.** (2000) 7 NWLR (pt.660) page 534 at 550.

I find that there are many issues that make the payment of the 19 cheques questionable and as a result, I hold that the Claimant did not sign those 19 cheques produced in Court.

Learned Counsel for the Defence submits that the Claimant got his statement of account whenever he asked for it and that he was in the Bank within the 7 months that the alleged fraudulent withdrawals occurred.

However DW2 could not under cross examination confirm that Claimant asked for his statement of account during this period or that he was actually given.

It is common knowledge that a bank may refuse to honour a cheque on the ground that the drawer has no money in his account to cover the amount on the cheque.

In the instant case, Claimant said he knew that he had over a N1 million in his account and was shocked when he was told that he did not have enough to cover the cheque of N50,000.00 he wanted to cash.

In **Hairat Balogun vs. Nat. Bank of Nig Ltd.** (1978) ANLR page 63 at 7 the Supreme Court stated thus,

“It has long been established that refusal by a banker to pay a customer’s cheque where he holds in hand an amount equivalent to that endorsed on the cheque belonging to the customer amounts to a breach of contract for which the banker is liable in damages.”

The Claimant is asking the Court to order a refund of the money fraudulently withdrawn. I hold that he is entitled to it. He is also asking for N12 million as damages arising from the unlawful withdrawals from the Claimant’s account. Claimant in his evidence told the Court that he was surprised and demoralized. He said he almost collapsed. In Balogun’s case (supra) the Supreme Court stated:-

“As it is always extremely difficult to have accurate estimate of the extent of damage under this head it has therefore been laid down by a long line of cases that damages in such case are ‘at large’, which is to say that in such cases a jury may within reason make an award of any such sum as they consider the circumstance of the breach of contract or dishonour of cheque warrants although there was no evidence to show that the Plaintiff had sustained any injury from the Banker’s mistake.”

See **Nifemi External Trade Ltd. vs. First Bank Nig. Plc.** (2009) 4 NMLR page 522 at 534.

Clearly the Claimant in this instant case is entitled to damages at large.

In view of the foregoing I hold that the Defendant’s act of wrongful dishonouring the Claimant’s cheque has caused damage to him and his reputation for which he is entitled to damages albeit ‘at large’.

It is settled that the High Court has an inherent power to make Orders even if not sought where such orders are incidental to the prayers sought. In other words, a Claimant may be given such equitable relief as, he may be entitled to even though he has not specifically asked for one. See the case of **Ndah vs. A. G. Bendel & Ors.** (1976) 6 UILR (pt.11) 266 at 276 and **Diamond Bank vs. Partnership In. Co. Ltd.** (supra) page 340.

The power of the High Court to award interest is provided in Order 33 Rule 4 of the High Court Rules. That Section states that:-

The Judge at the time of making any judgment or order or at any time afterwards, may direct the time within which payment is to be made or other act is to be done, reckoned from the date of the judgment or order, or from some other point of time as the Judge deems fit and may order interest at the rate not more than 20% per annum to be paid upon any judgment.

One of the reliefs of the Claimant is for interest of 21% per annum on the total amount fraudulently withdrawn from the date of the 1<sup>st</sup> withdrawal on 21/5/05 till the sum is liquidated. A Claimant in order to succeed in a claim must show how the entitlement for such interest arose. Whether by law, by contract or agreement or plead facts showing that the claim is part of the loss or special damage which the Defendant's wrong doing imposed on him. It is not enough merely to say that the party is claiming interest. The basis of the claim must be made manifest on the pleadings. The Relief (2) is no more than a claim. The Claimant did not plead any fact in justification. Was it an interest yielding account which would have yielded interest in the long run?

See **Abacha Foundation for Peace & Unity & Ors. Vs. UBA Plc.** (2010) 2 NMLR page 331.

In view of the above, I find that the Claimant has failed to prove the 21% interest claimed in paragraph 16 (2).

In sub paragraph (3) the relief is for 10% interest rate per annum until the entire judgment debt is liquidated.

Our high Court rules provide that the Court may order or award interest at a rate not exceeding 20% per annum to be paid. It is settled that it is not in every case that evidence has to be adduced in respect of interest claimed before interest is awarded. In **Nig. Gen. Superintendent Co. Ltd. vs. The Nig Ports Authority** (1990) 1 NWLR (pt.129) page 741 it was stated that failure to claim interest will not preclude a successful Claimant from praying for or being awarded interest after judgment has been entered for an amount.

In **Ihama vs. Shell Pet. Dev. Co. Ltd.** (1998) 3 NWLR (pt.542) page 493 at page 500; Uwaifo JCA (as he then was) stated that:-

“the general rule is that monetary judgment attracts appropriate interest even where none is claimed.”

In view of the provisions of Order 33 Rule 4 of the High Court rules of Edo State, I award the interest of 10% payable to the Claimant from today till judgment is liquidated.

Accordingly judgment is hereby entered for the Claimant against the Defendant in the following terms:-

1. The sum of N1,559,500 ( One million five hundred and fifty nine thousand five hundred naira) only which is the sum unlawfully withdraw is hereby awarded against the Defendant to be paid to the Claimant.
2. 10% interest per annum from today till the entire judgment debt is liquidated.
3. N1.2m (One million two hundred thousand naira) only is awarded the Claimant against the Defendant as damages for the unlawful withdrawal from the Claimant's Account.

**EFE IKPONMWONBA  
JUDGE**

**B. A. EBUEHI FOR THE CLAIMANT**

**J. O. UKPEDOR (MRS.) FOR THE DEFENDANT**