

IN THE HIGH COURT OF JUSTICE
IN THE BENIN JUDICIAL DIVISION
HOLDEN AT BENIN CITY
BEFORE HIS LORDSHIP, HON.JUSTICE P.A.AKHIHIRO,
JUDGE, ON MONDAY THE
19TH DAY OF DECEMBER, 2016.

BETWEEN:

SUIT NO: B58/OS/16

1. PA AUGUSTINE OGBOMO
(ODIONWERE OF UWUSAN)
 2. PA EMMANUEL IBIZUGBE
(2ND ELDER UWUSAN)
 3. PA OSAGIE IMASUEN
(3RD ELDER, UWUSAN)
 4. PA ANDREW EGHAREVBA
(4TH ELDER, UWUSAN)
 5. DR. RAPHAEL EDEMAKHIOTA OGBOMO
 6. MR. JOHNBULL EFFIONAYI
 7. MR. JOHN ODIASE
 8. PA IMAFIDON AIMIEWAENUWU
 9. MR. MONDAY AIGUOKHIAN
 10. PRINCE EDOBA OGBOMO
- } CLAIMANTS

AND

MR. CHARLES UYIEKPEN í í í í í í í í í í .DEFENDANT

JUDGMENT

The Claimants filed an Originating Summons on the 20th of May, 2016 for the determination of the following questions:

1. *Whether the Defendant may continue in office as the chairman of the Uwusan Community Development Association, following the expiration of his tenure, as provided for in Article 7 of the Constitution of Uwusan Community Development Association in Ikpoba Okha Local Government Area of Edo State; and*
2. *Whether following the expiration of his tenure in the year 2013, the Defendant is not liable to be restrained perpetually from continuing in office or parading himself as the Chairman of Uwusan Community Development Association, in Ikpoba Okha Local Government Area of Edo State.*

If the answer to the 1st question above is in the negative, and the answer to the second question is in the affirmative, the Claimants seek the following reliefs against the Defendant:

- a) *A Declaration that the Defendant cannot insist on remaining in office as the Chairman of the Uwusan Community Development Association contrary to the express provisions of the Constitution of the Association, which stipulates a 4 year term, with a maximum of 2 terms;*
- b) *An order of perpetual injunction restraining the Defendant from continuing in office or continuing to parade himself as the Chairman of Uwusan Community Development Association in Ikpoba Okha Local Government Area of Edo State.*

The Suit is supported by a 16 paragraphs affidavit to which are attached 2 Exhibits, marked as Exhibits öAAö and öBBö, a Written Address of Counsel, a Further Affidavit and a Reply on Points of Law..

At the hearing of the suit, the learned Counsel for the Claimants, A.Oserogho Esq., of the Law Firm of Dr.Osagie Obayuwana & Co., relied on the supporting affidavit, their Written Address, Further Affidavit and the Reply on Points of Law.

In his Written Address, dated 20th of May, 2016, the learned Counsel for the Claimants, Dr.Osagie Obayuwana made his Legal submissions under different sub headings as follows:

1. THE CONSTITUTION OF AN ASSOCIATION IS BINDING ON MEMBERS:

Learned Counsel submitted that man, being a social being regulates his relations with others through agreements, treaties or a constitution, all of which is binding on the parties who are in association. He posited that this is well captured by the time honoured maxim of *ōpacta sunt servandaö*.

According to him, a party to an agreement cannot be allowed to shun or disregard it. For this view he relied on the decision of the Supreme Court in the case of: *AG Rivers State v. AG Akwa Ibom State (2011) 8 NWLR (pt 1248) 31 at pages 1418 paras D-F Ratio 8*.

He argued that Exhibit öAAö the Constitution of the Uwusan Community Development Association referred to in paragraph 7 of the Affidavit in support is a social contract amongst members of the association which the Defendant herein is a party to, and even signed as a Chairman of the Association.

He maintained that in Article 7 of Exhibit öAAö, the tenure of office of elected officers including the Chairman, is expressly stated as a maximum of 2 terms of 4 years each.

He informed the Court that the Defendant has undeniably been in office as Chairman of Uwusan community Development Association since 2005 and has refused to vacate the office.

Counsel referred the Court to Exhibit öBBö which is a Notice of Meeting summoned by the Defendant as far back as 2005 to establish the fact that he was already occupying the office of the Chairman of the Uwusan Community Development Association as on that date. He also referred the Court to paragraph 10 of the Affidavit in Support.

He posited that in order to remain in office perpetually, the Defendant has prevented the holding of election by resorting to violence and intrigues to the injury and detriment of law abiding members of Uwusan Community. He referred the Court to paragraphs 11-14 of their.

He submitted that the Defendant cannot ignore or flagrantly disregard the Constitution of the Uwusan Community Development Association Exhibit öAAö, and continue in office as Chairman perpetually even after the expiry of his tenure.

2. THE ORDER OF PERPETUAL INJUNCTION WILL LIE TO PREVENT CONTINUATION OF INJURY:

Learned Counsel submitted that an order of injunction can be made to perpetually restrain a party from continuing an injurious act and relied on the Supreme Court decisions in the cases of: *Atungwu v. Ochekwu (2013) 14 NWLR (PT 1375) 605 at page 640 para E-G Ratio 2; and Goldmark (Nig) Ltd v. Ibafon Co. Ltd (2012) 10 NWLR (pt 1308) page 291 at 352 paras B-D Ratio 22*.

He submitted that where the court finds that the Defendant's forceful continuation in office after the expiry of his tenure as Chairman of the Uwusan Community Development Association is improper, this Honourable Court can make an order of perpetual injunction to restrain him from continuing in office in disregard of the Association's Constitution.

In conclusion, he urged the Court to answer question 1 in the negative and question 2 in the affirmative and kindly grant the reliefs claimed.

In opposition to the suit, the learned Counsel for the Defendant P.E.Uwadiae Esq. filed a Counter Affidavit and a Written Address.

He formulated five Issues for Determination as follows:

1. Whether it is not the letter of registration and the constitution of the CDA Uwusan that serves as the bases of recognizing the commencement of the CDA of Uwusan Community;
2. Whether from the constitution and certificate of registration of the Uwusan Community Development Association which carries 2008, the effectual commencement of the tenure of the Defendant is 2008;
3. Whether the break in the chain of the tenure of the Defendant in 2011 did not affect or should not affect his tenure as envisaged by the constitution so relied upon by the claimants;
4. Whether the non-reference to the traditional ruler of the community in the pursuit of this case did not vitiate the entire suit; and
5. Whether in the circumstance of the evidence alluded to by the Defendant, whether he should be perpetually restrained from performing his duties in his new role appointed by the traditional ruler in 2014/2015.

Learned Counsel thereafter argued the issues seriatim.

ISSUE ONE:

WHETHER IT IS NOT THE LETTER OF REGISTRATION AND THE CONSTITUTION OF THE CDA UWUSAN THAT SERVES AS THE BASES OF RECOGNIZING THE COMMENCEMENT OF THE CDA OF UWUSAN COMMUNITY.

Learned Counsel submitted that any legal body that is to operate within the frame work of legality cannot be said to commence when such legal recognition has not been given to such a body. According to him, the efficacy of a legal body flows naturally from the registration of such a body.

He argued that registration is a *sine qua non* for the eventual and effectual take off of a legal and legally constituted body. He maintained that the Uwusan CDA came into being in the eyes of the law and in fact on the 2nd of December, 2008 and anything to the contrary stating that the CDA came into being before the said date is giving fortress to illegality

He submitted that the evidence of the Defendant in respect of when he became the chairman of the CDA of Uwusan is in gross conformity with the documentary evidence i.e. the constitution and certificate of registration. He further submitted that where documentary evidence i.e. the constitution and certificate of registration are in serious contradiction with the oral evidence of the plaintiff, the documentary evidence are given more acceptability.

He posited that under our interpretation law, the wordings of a statute or document is to be given its ordinary meaning. See: *OKOTIE EBO V. MANAGER (20025) 123 LRCN PAGE 2566*.

Again, he submitted that under the cardinal rule of interpretation, the words of a statute are to be given their ordinary literary meaning. See: *RIVER STATE GOVT. V. SPECIALIST CONSUL (20025) 125 LRCN 779*.

Counsel maintained that it is an elementary and fundamental principle of interpretation of a statute that were the words of a statute are plain and unambiguous, effect should be given to them in their ordinary and natural meaning. See the following decisions on the point:

NNONYE V. ANYICHUIE (2005) 124 LRCN PAGE 357 PARTICULARLY 361 RATIO 1;

SHELL PETROLEUM DEVELOPMENT COMPANY NIGERIA LTD. V. FBIR (1996) 8 NWLR PT 466 PAGE 256 AT 285; TORIOLA V. WILLIAMS (1982) 7 S.C. 27 AT 46; LAWAL V. G.B. OLLIVANT (1972) 3S.C 124 AT 137; and SUMMONU V. OLADOKU (1996) 8 NWLR PART 467 PAGE 387 AT 419 AND 422.

Counsel argued that the functionality of the said association commences with the issuance of the certificate. According to him, any act done or purportedly done or assumed to have been done prior to the issuance of the said certificate of registration amounts to an exercise in futility.

He stated that assuming without conceding that certain acts were done before the registration, the tenure of the Defendant commenced from 2008 with the legalization of the legal efficacy granted vide the registration.

He urged the court to hold that the first tenure of the Defendant came into effect and or commenced in 2008.

ISSUE 2:

WHETHER FROM THE CONSTITUTION AND CERTIFICATE OF REGISTRATION OF THE UWUSAN COMMUNITY WHICH CARRY 2008, THE EFFECTUAL COMMENCEMENT DATE OF THE TENURE OF THE DEFENDANT IS 2008.

Counsel submitted that since there is nothing to the contrary to show an earlier registration of the CDA of Uwusan Community, the certificate of registration dated the 22nd December, 2008 shows the commencement date of the CDA of Uwusan Community.

He further submitted that since registration is the legal window through which an association can breathe the air of recognition, the CDA in Uwusan Community received legal recognition in 2008.

He argued that since it is not legally possible for a man to function under an illegal association, the claim of the claimant that the Defendant was a Chairman of a non-existing association in 2005 is in bad faith and intended to pull wool across the face of the Court to justify an act of illegality.

He submitted that Uwusan CDA came into existence in 2008 and the committee to run same under which the Defendant acted as chairman also commenced in 2008. The constitution of the CDA which is the bed that encapsulated the tenure ship of any member justifies 1st four yearø tenure and under out elementary principles of mathematical calculation, a four year tenure, which commenced 2008, would ordinarily terminate in 2012.

Again, he argued that assuming but without conceding that the Defendant has been appointed for two tenure of four years each, the commencement of his tenure was 2008. He submitted that the calculation of additional 8 years would take his tenure to December, 2016.

He submitted that this suit was instituted on 20th May, 2016, when the tenure of the Defendant had not lapsed. Therefore, he maintained that the suit was instituted in bad faith, a *coup d'état* intended to unseat a legitimately instituted body.

Counsel informed the Court that there was a break in the tenure of the Defendant which was highlighted in the counter affidavit.

He therefore urged the Court to hold that the CDA of Uwusan Community commenced in 2008 upon its legalization and the tenure of the Defendant commenced thereafter. He urged the Court to reject any contrary position to this.

ISSUE 3:

WHETHER THE BREAK IN THE CHAIN OF THE TENURE OF THE DEFENDANT IN 2011 DID NOT AFFECT OR SHOULD NOT AFFECT HIS TENURE AS ENVISAGED BY THE CONSTITUTION SO RELIED UPON BY THE CLAIMANTS.

Counsel submitted that the Constitution did not envisage or contemplate a break in the chain of four years each. He submitted that where there is a break, recourse must be had to the number of functional years administered by the Defendant under the doctrine of necessity.

He argued that the Defendant's tenure was put in abeyance between 2011 and 2014 due to the pronouncement of the Enogie in council giving intent and efficacy to the pronouncement of His Royal Majesty, the Oba of Benin and that within the time under review i.e. 2011 to 2014, the committee known as CDA was rendered inefficacious as its activity was short lived by the pronouncement of the Enogie in council.

He maintained that the CDA was only revived in 2015 *vide* a committee set-up by the Enogie in Council for the purpose of managing the affairs of the community. He argued that when the period of the break is subtracted we are left with a period of 5 years of active and functional tenure of the Defendant.

He therefore urged the Court to uphold the contention of the Defendant that his tenure is not only running but same cannot be aborted by this suit.

ISSUE 4:

WHETHER THE NON-REFERENCE TO THE TRADITIONAL RULER OF THE COMMUNITY IN THE PURSUIT OF THIS CASE DID NOT VITIATE THE ENTIRE SUIT.

He submitted that the Constitution which is the bedrock of this case gives the traditional ruler prominence in the appointment or election of CDA Executives. According to him, the cardinal objective of the CDA as enshrined in the constitution is to harmoniously work for the development of the community subject to the critical scrutiny of the traditional administrative head i.e. the Enogie.

He maintained that the traditional administrative head of the community condemned the acts of the claimants which he alleged were aimed at creating crisis in the Community. Furthermore, he maintained that they were trying to supplant the Odionwere over the Enogie.

ISSUE 5:

WHETHER IN THE CIRCUMSTANCES OF THE EVIDENCE ALLUDED TO BY THE DEFENDANT, WHETHER HE SHOULD BE PERPETUALLY RESTRAINED FROM PERFORMING HIS DUTIES IN HIS NEW ROLE APPOINTED BY THE TRADITIONAL RULER IN 2014/2015.

Learned Counsel submitted that the affidavit evidence of the claimants is not sufficient to grant the relief sought. He maintained that the evidence of the claimants are nebulous and an invitation to sanction an act of illegality.

He argued that the assertions of the claimants are inconsistent with the documents of registration before this Court. He posited that the claimants are aware of the existence of the certificate of registration to establish when the association came into existence in 2008.

He submitted that parties are not allowed to make inconsistent assertions on the same question of facts or adduce inconsistent evidence over the same issue. See: *BASSIL V. FAJABE (2001) 86 LRCN AT 1438 PPT 1443 RATIO 6.*

He submitted that the evidence of the claimants is inconsistent on the issue of registration which is the hallmark of their contention. Conversely, he submitted that the claimants, who were aware of the time of registration of the CDA, decided to withhold that vital evidence and chose to misinform the court.

He submitted that the evidence of the defendant is vivid, consistent with documents, devoid of doubts and should be believed by the Court. He maintained that since the defendant came to court with clean hands, the Court should refuse the equitable relief of perpetual injunction against him. He informed the Court that the traditional ruler who appointed him and other members into the committee have not complained against him.

He posited that granting the reliefs sought by the claimants will allow them to continue their nefarious acts against the traditional head of the community. He therefore urged the Court to dismiss the claim of the claimants with punitive cost.

The Claimants filed a Further Affidavit and a Reply on Points of Law to the Defendants Written Address in opposition to this suit.

In the said Reply, the learned Counsel for the Claimants articulated some submissions *inter alia* on the validity of commencing this suit by way of Originating Summons and the *locus standi* of the Claimants. I do not think those issues arose from the address of the Defendant's Counsel in opposition to the action. It appears the learned Counsel for the Claimants was acting *ex abundanti cautela* (out of abundance of caution).

I have carefully considered all the processes filed in this application, together with the arguments of the learned counsel for the parties.

It is settled law that Originating Summons may be employed in an action where the issue involved is one of the construction of a written law, instrument, deed, will, or other document or some question of pure law or where there is unlikely to be any substantial dispute on issues of fact between the parties. See: *Keyamo vs. House of Assembly, Lagos State (2002) 18 NWLR (Pt. 799) 605 at 613.*

Incidentally, there is no objection to the use of Originating Summons in these proceedings. The parties appear to be *ad idem* that the procedure is appropriate for these proceedings.

Upon a careful over view of the entire case I am of the view that the core issues for determination in this suit are predicated on the interpretation of the Constitution of the Community Development Association (CDA) in Uwsan Community in Ikpoba Okha Local Government Area of Edo State, in relation to the tenure of office of the Defendant as CDA Chairman.

Sequel to the above, I am of the view that the two issues that arise for determination in this suit are as follows:

- 1) Whether the Defendant's tenure in office as the Chairman of the Uwsan Community Development Association in Ikpoba Okha Local Government Area of Edo State, as stipulated in Article 7 of their Constitution has expired; and
- 2) Whether the Defendant should be restrained perpetually from continuing in office or parading himself as the Chairman of Uwsan Community Development Association, in Ikpoba Okha Local Government Area of Edo State.

At this stage, it is expedient to identify the extant Constitution which they seek to interpret. In their affidavit in support of this Originating Summons, the

Claimants annexed as Exhibit AA, a copy of what they claim is the extant Constitution. The said Exhibit AA was duly certified by the Director of Community Development Department of the Edo State Ministry of Establishment and Special Duties.

In their own Counter Affidavit, the Defendant presented two Draft Constitutions collectively annexed as Exhibit H.

It is expedient for me to make a finding on the extant Constitution of the Uwusan Community Development Association before I proceed further in this judgment. This calls for a close examination of the said Exhibit AA tendered by the Claimants and Exhibit H from the Defendant.

Coming to Exhibit AA, as earlier observed, the document was duly certified by the Director of Community Development Department of the Edo State Ministry of Establishment and Special Duties. Furthermore, it was allegedly signed by persons designated as the Chairman and the General Secretary of the association and the Enogie of Uwusan endorsed the document by signing and affixing his official stamp. The date of commencement of this Constitution was stated as 1st November, 2008.

On the other hand, Exhibit H actually consists of two Draft Constitutions. The first one which was billed to take effect from March, 2016 allegedly carries the signature of the Odionwere of Uwusan. Therein is a column meant for the signature of the Enogie but it was unsigned. The second Constitution billed to take effect from April, 2016 carries the alleged signature of the Enogie of Uwusan without any official stamp. There is a column meant for the signature of the Odionwere of Uwusan which was unsigned. The two documents were not certified by any authority or person.

Now if we juxtapose Exhibit AA presented by the Claimants with Exhibit H from the Defendant, the preponderance of evidence tilts in favour of Exhibit AA for the following reasons:

- I. While Exhibit AA was duly certified by the appropriate department of the Edo State Government, Exhibit H was not certified at all;
- II. All the parties named in Exhibit AA duly signed their columns whereas Exhibit H has some unsigned columns;
- III. While Exhibit AA is a single document with a fixed date of commencement (1st, November, 2008), Exhibit H are two different Constitutions with two different commencement dates; and
- IV. The Claimants specifically identified Exhibit AA as the extant Constitution. But the Defendant was unable to identify any of the two Constitutions which he presented as the extant one.

In view of the foregoing, I hold that Exhibit AA is the authentic and operative Constitution regulating the affairs of the CDA of Uwusan Community.

Having made this crucial finding, it is evident that every member of the Uwusan Community Development Association is bound by the provisions of Exhibit AA. This is based on the elementary doctrine of *õpacta sunt servandaö* as expounded by the learned Counsel for the Claimants. The literal meaning of the rule is that parties are bound by their contract. They cannot resile from it after subscribing to it.

The crucial issue to be determined therefore is the interpretation of the provisions of Exhibit AA on the tenure of the Defendant as the CDA Chairman.

The relevant provision of Exhibit AA is Article 7 thereof which provides as follows:

“ARTICLE 7

APPOINTMENT OF OFFICERS

a) The appointment of the officers shall be by consensus or voting in the general meeting of the Association.

TENURE OF OFFICE

- a) Officers elected under Article 7.1 above shall hold office for a period of FOUR years;*
b) A person so elected in the first instance shall qualify to be re-elected for a second term of FOUR years if found suitable.”

It is settled law that in the interpretation of the provisions of a Statute or Constitution, where the language of the enactment is plain and unambiguous, effect must be given to its plain and ordinary meaning unless this will lead to an absurdity. See the following decisions: *Nyame vs. FRN (2010) 7 NWLR (Pt. 1193) 344 at 399; Action Congress vs. INEC (2007) 12 NWLR (Pt. 1048) 220 at 318.*

Upon a careful examination of Article 7, there are two salient points to note as follows:

- i. Appointment into the office of CDA Charman is by voting in the general meeting of the Association; and
- ii. The tenure of office is fixed at four years per term subject to re-election for another four year term.

In this action the Claimants have vehemently contended that the tenure of office of the Defendant as enshrined by the Constitution has since expired. According to them, the Defendant has been in office now, not just for four

years but for over eight years. They exhibited a Notice of Meeting dated 03/10/05 (Exhibit BB) signed by him as Chairman.

The Defendant vehemently countered this view by strongly maintaining that in 2005 the Uwusan Community CDA was not yet registered. He relied heavily on the Certificate of Registration dated 22/12/08 annexed as Exhibit A to his Counter Affidavit.

According to him, his tenure as CDA Chairman commenced in 2008 when he was APPOINTED by the Enogie in Council of Uwusan. He admitted that even in that 2008 he was not elected by the people but appointed by the Enogie for a 1st term of four years to end in 2012.

He further alleged that sometime in 2011, his tenure was truncated by the proclamation of His Royal Majesty, the Oba of Benin who suspended the activities of all CDAs in Benin Kingdom. That when the suspension order was lifted, in 2015, the Enogie again APPOINTED him to commence another term of four years which he alleged will expire in 2019. He admitted that after subtracting the period of his suspension from office, so far he has spent a total of five years as CDA Chairman.

There is thus a dispute as to the actual time the Defendant commenced his tenure as CDA Chairman. Whether it was in 2005 as alleged by the Claimants or 2008 as alleged by the Defendant. Since we are considering his tenure under the 2008 Constitution, I am inclined to agree with the learned Counsel for the Defendant that notwithstanding the fact that certain acts were done by the Defendant before the registration of the CDA, his tenure commenced from 2008 with the legalization of the Association vide the registration.

I therefore hold that the first tenure of the Defendant commenced in 2008.

It is however pertinent to note that the the CDA Constitution does not make any provision whatsoever for appointment of the CDA Chairman by the Enogie himself or in Council as was allegedly done in this case. The mode of appointment as enshrined in Article 7 is by the democratic process of election.

However, by a curious twist of the Consitution the Defendant has been in office as CDA Chairman of Uwusan Community since 2008 ostensibly by the *fiat* of the Enogie. The Defendant however conceded the fact that his first term of four years ended in 2015 and maintained that his second term commenced thereafter, to expire in 2019.

As earlier observed, the 1st term of four years commenced with the alleged appointment of the Defendant by the Enogie quite contrary to Article 7 of the Constitution which stipulated a process of election by the members. That was an obvious irregularity which is now overtaken by events.

However, the Defendant is now contending that his 2nd tenure has commenced in that 2015 and will expire in 2019. This the Claimants have

vehemently challenged in this action. According to them the defendant has exceeded his legitimate tenure under the extant Constitution.

A question that arises at this stage is: what is the authority for the Defendant's current tenure? He boldly asserts once again that it is not by any election but by the *fiat* of the Enogie. The Enogie himself confirmed this in an AFFIDAVIT OF VERIFICATION OF FACTS dated 16th of November, 2016 in further support of the Counter Affidavit.

In the face of these assertions by the Defendant and the Enogie, the salient question therefore is whether the Enogie can appoint a CDA Chairman under the Constitution. If so, the next question is: QUO WARRANTO? (By what authority?). By what authority can the Enogie extend the tenure of the Defendant after the initial 1st term of four years?

By virtue of Article 7 such an action by the Enogie is clearly *ultra vires*. The Enogie has no such powers under the Constitution. The Defendant's tenure can only be renewed by a re-election. There is no evidence of any election which renewed the mandate of the Defendant for another four years.

Sequel to the foregoing, I hold that the Defendant's tenure in office as Chairman of Uwusan Community CDA has expired. Issue one is therefore resolved in favour of the Claimants.

Coming to Issue two: Whether the Defendant should be restrained perpetually from continuing in office or parading himself as the Chairman of Uwusan Community Development Association, in Ikpoba Okha Local Government Area of Edo State. It is settled law that an injunction can be granted to protect a breach of a society's constitution. See the case of: *Jubril Martins vs. Saka Tinubu (1973) 13 N.L.R. 124 at 128*.

Since it has been decided that the Defendant's tenure of office has expired, I uphold the submissions of the learned Counsel for the Claimants that a perpetual injunction should be issued to restrain the Defendant from continuing in office or parading himself as the Chairman of Uwusan Community Development Association, in Ikpoba Okha Local Government Area of Edo State.

Accordingly, issue two is resolved in favour of the Claimants.

On the whole, this action succeeds and I hereby order as follows:

- 1. A Declaration that the Defendant cannot insist on remaining in office as the Chairman of the Uwusan Community Development Association contrary to the express provisions of the Constitution of the Association, which stipulates a 4 year term, with a maximum of 2 terms;***

2. An order of perpetual injunction restraining the Defendant from continuing in office or continuing to parade himself as the Chairman of Uwusan Community Development Association in Ikpoba Okha Local Government Area of Edo State.

Costs assessed at N10,000.00 (ten thousand naira) is awarded in favour of the Claimants.

P.A.AKHIHIERO
JUDGE
19/12/16

COUNSEL:

DR.OSAGIE OBAYUWANA.....CLAIMANTS.

P.E.UWADIAE ESQ.....DEFENDANT.