

IN THE HIGH COURT OF JUSTICE
OF EDO STATE OF NIGERIA
IN THE BENIN JUDICIAL DIVISION
HOLDEN AT BENIN CITY
BEFORE HIS LORDSHIP, HON. JUSTICE P.A. AKHIHIERO
ON MONDAY
THE 23RD DAY OF MARCH, 2026.

BETWEEN:

SUIT NO. B/204/2024

MR. KENNETH IGHODARO IGHODARO
(SUING THROUGH HIS LAWFUL ATTORNEY
MISS DUPE EDOGUN VIA A POWER OF ATTORNEY)CLAIMANT

AND

PERSON UNKNOWN DEFENDANT

JUDGMENT

The Claimant instituted this suit against the Defendant vide a Writ of Summons and Statement of Claim dated and filed on the 5th of March 2024 wherein he claimed as follows:

- 1. A DECLARATION that the Claimant is the rightful person entitled to apply and be granted Statutory Right of Occupancy in respect of all that piece or parcel of land measuring 100ft by 100ft (One Hundred Feet by One Hundred Feet) approximately 926.999 Square Metres which is particularly delineated in Survey Plan No: MEA/ED/873/2024 dated 10/1/2024 covered by a Deed of Transfer***

dated the 3rd day of February, 2017 lying, situate and being at Ubiaza Evbo-Ogiamen Community, Ikpoba Okha Local Government Area, Edo State., within the jurisdiction of this Honourable Court wherein the Defendant trespassed on entire parcel of land described above.

- 2. A DECLARATION that the trespass by the Defendant on the Claimant's land is wrong and done without the consent and authority of the Claimant.*
- 3. The sum of ₦5,000,000.00 (Five Million Naira) as general damages against the Defendant for trespass and for activities inconsistent with the Claimant's rights and interest therein.*
- 4. An Order directing the Defendant to vacate and remove whatever structures, deposit of sand, granite or whatsoever from the Claimant's land without her consent and authority.*
- 5. AN ORDER of perpetual injunction restraining the Defendant, his agents, servants, privies and/or assigns from committing any further acts of trespass on the said land and from continuing to do anything inconsistent with the Claimant's rights and interest therein.*

The Writ of Summons, Statement of Claim and other accompanying processes were served on the Defendant by substituted means, but he did not put up any appearance in this suit nor was he represented by any counsel despite several hearing notices that were served on him. In essence, the suit was undefended.

At the hearing, the Claimant's lawful attorney, Miss Dupe Edogun testified that she knows the Claimant and that the Claimant executed a Power of Attorney dated the 1st day of March 2024 in her favour to enable her to represent him in this Suit in order to prosecute this suit to its logical conclusion. The said Power of Attorney dated the 1st day of March 2024 was admitted as Exhibit "A".

The Claimant's lawful attorney testified that the land which is now in dispute is measuring 100ft by 100ft (One Hundred Feet by One Hundred Feet) approximately 926.999 Square Metres and is particularly delineated in Survey Plan No:

MEA/ED/873/2024 dated 10/1/2024 covered by a Deed of Transfer dated the 3rd day of February, 2017 lying, situate and being at Ubiaza Evbo-Ogiamen Community, Ikpoba Okha Local Government Area, Edo State, within the jurisdiction of this Honourable Court.

She testified that the Claimant acquired title to the above-described parcel of land by way of purchase via a Deed of Transfer dated the 3rd day of February 2017 from one Mr. Efosa Ogiamien (his predecessor in title). The Deed of Transfer dated 3rd of February 2017 was admitted as a receipt and marked as exhibit "B".

The Claimant's lawful attorney further testified that the said Mr. Efosa Ogiamien became the owner of the property described above vide an Application for Allocation of Building Plot dated 02/08/2016 by the said Mr. Efosa Ogiamien to the Plot Allotment Committee, Ubiaza Community, Ward 9, Ikpoba Okha Local Government Area, Benin City, Edo State, wherein the said Mr. Efosa Ogiamien became seized of all that expanse of land measuring 1000ft by 1000ft (One Thousand Feet by One Thousand Feet) lying, being and situate at Ubiaza Community, Ward 9, Ikpoba Okha Local Government Area, Benin City, Edo State.

She further alleged that the said Mr. Efosa Ogiamien has been enjoying peace and undisturbed possession of the said expanse of land before transferring a portion of the land to the Claimant.

The Claimant's lawful attorney affirmed that before the Claimant acquired the said piece/parcel of land from the said Mr. Efosa Ogiamien, he made his private investigation and that his investigations revealed that Mr. Efosa Ogiamien was the rightful and bonafide owner of the said piece/parcel of land and that the said Mr. Efosa Ogiamien is the Original Owner/Allottee of the said land.

She testified that after the Claimant was satisfied with his private investigations in respect of the land, he entered into a negotiation wherein a Deed of Transfer was executed between the said Mr. Efosa Ogiamien and himself to evidence the said transaction and a photocopy of the Application for Allocation of Building Plot dated 02/08/2016 was handed over to him while the said Mr. Efosa Ogiamien retained the Original Copy of the said document because only a portion of the said land measuring

100ft by 100ft was transferred to him. The photocopy of the application for allocation of building plot dated 2/8/2016 was admitted as Exhibit “C”.

The Claimant’s lawful attorney stated that the Claimant has been enjoying peaceful, undisturbed and unchallenged possession of the said piece/parcel of land measuring 100ft by 100ft (One Hundred Feet by One Hundred Feet) since acquiring same from his predecessor in title and has exercised various and numerous acts of possession and ownership in respect of same. She stated that the Claimant subsequently engaged the services of one Surveyor M. I. Esewe (MHIS) of Matt. Esewe & Associates, No. 5, 2nd East Circular Road, Benin City to carry out a property survey of the said piece/parcel of land mentioned above.

She testified that the said Surveyor M.I. Esewe (MHIS) carried out a property survey on the said piece/parcel of land measuring 100ft by 100ft approximately Area: 926.999 Square Metres and that same is particularly delineated in Survey Plan No. MEA/ED/873/2024 and delivered Certified True Copies of same to the Claimant. The copy of Survey Plan No. MEA/ED/873/2024 was admitted as exhibit “D”.

The Claimant’s lawful attorney stated that after the Claimant purchased the said land he immediately cleared the land, uprooted the tree and stumps on the land, deposited three trips of sand, one trip of granite and moulded about two thousand blocks on the land. She said that thereafter, the Claimant constructed a six couches fence from the ground round the said parcel of land.

She alleged that the Claimant has been enjoying peaceful and undisturbed possession of the said parcel of land until the 3rd day of January 2024 when he noticed the acts of trespass by the Defendant. She asserted that the Claimant noticed that the Defendant deposited additional trips of sand and engaged the services of block moulders who were moulding blocks on the said land at odd hours of the day.

The Claimant’s lawful attorney affirmed that immediately the Claimant noticed the said trespass, the Claimant immediately reported the acts of trespass to the Elders of the Community, informing them of the trespass into his land. She added that the area the Defendant encroached upon is measuring 100ft by 100ft.

The Claimant’s lawful attorney maintained that the Claimant did not sell nor cede any part of the land to the Defendant and that the Defendant has no valid title or claim to

any part or portion of his land. She requested the Court to grant the Claimant's reliefs as stated in the Statement of Claim.

Upon the conclusion of the evidence in chief of the Claimant's lawful attorney, the suit was adjourned for cross examination while fresh hearing notice was issued to the Defendant. However, the Defendant failed to appear in court to cross-examine the Claimant's lawful attorney, so the Court foreclosed the Defendant from cross-examining the Claimant's lawful attorney.

Thereafter, the Claimant closed his case, and the suit was adjourned for defence or final address. On the next adjourned date, the Claimant's counsel adopted his written address as his final argument.

In his final address, the learned counsel for the Claimant, *K.O. Owie Esq.* formulated a sole issue for determination as follows:

“Whether the Claimant has been able to establish his title before this Honourable Court in view of the evidence led and the exhibits tendered before this Honourable Court.”

Arguing his sole issue, the learned counsel submitted that the Claimant has been able to establish his title to the said parcel of land which is in issue with credible and admissible evidence proffered by him in respect of his title over the said parcel of land now in issue.

He enumerated the five ways of proving title to land in Nigeria and cited the following cases in support:

- i. AWODI VS. AJAGBE (2015) 3 NWLR (PT 1447) PAGE 578*
- ii. IDUNDUN V. OKUMAGBA (1976) 9-11 SC 227*

Learned counsel submitted that a party is not required to prove all the five methods, and such a party would succeed in his claim if he is able to establish any one of the five methods stated although proof of more than one method may be an added advantage.

Learned counsel submitted that from the evidence proffered, the Claimant has been able to establish at least one out of the five recognized ways of establishing title to

land. He argued that in proof of his title, the Claimant tendered Deed of Transfer dated 3rd day of February 2017, and a photocopy of Application for Building Plot dated 02/08/2016 which are the title documents that were duly executed in confirmation of the ownership of the Claimant over the said parcel of land. He stated that this piece of evidence was never controverted.

He submitted that the Claimant also fortified his title over the said parcel of land through acts of ownership extending over a sufficient length of time numerous and positive enough to warrant inference of true ownership.

Learned counsel further submitted that the Claimant having proved his title to the said parcel of land, using at least one out of the five established methods of establishing title to land has succeeded in his claim.

He argued that the Defendant who was duly served with the court processes including several Hearing Notices which were issued and served on him, failed, refused and neglected to attend this Court to defend the suit against him.

Learned counsel maintained that it is not the business of the court to enquire why the Defendant did not participate in the proceedings and he relied on the case of **OMOBUWA V. OWHOFATSHO (2006) 5 NWLR (PT 972) PG 40 AT 66** where the court held as follows:

“No Court has right to force a party to give evidence. After both parties to a dispute had been duly notified of the hearing date and a party, for no justifiable reason decide to opt out of the proceedings, the case presented by the other party, once it is not discredited in any legal way should be considered on its merit. The intention of the other party why it refused to take part is not the business of the court.”

He also relied on the case of **NWANKUDU VS. IBETO (2011)2 NWLR (PT 1231) PAGE 209, RATIO 4** where the court held that:

“No party can hold the adverse party or the court to ransom. If a party is aware that he ought to be present to prosecute or defend a suit on a certain day and he fails to do so his failure or tardiness is at its own peril”

Learned counsel submitted that though a trial court may indulge a party in the judicial process for some time, but not for all times as the interest of the opposing party must be taken into consideration. He maintained that the Court cannot wait indefinitely for a party to decide when to come to present his case and he cited the case of ***NEWSWATCH COMMUNICATIONS LTD VS. ATTA (2006) 12 NWLR (PT 993) PG 144, RT 6 AT PG 150 & RT 11 AT PG 152.***

Learned counsel submitted that it is settled law that when a Claimant leads evidence and the Defendant does not, the onus of proof on the Claimant to establish the facts pleaded would be discharged on minimal proof. He stated that in effect the Defendant is deemed to have accepted the pleadings and the evidence led by the Claimant. In support of this learned counsel cited the case of ***ESEGBE VS AGHOLOR (1993)9 NWLR (PT 316) PG 128.***

Learned counsel asserted that the position of the law is that evidence that is neither challenged nor debunked remains good and credible evidence which should be relied upon by the trial judge, who would in turn ascribe probative value to it. For this, he relied on the case of ***Ebeinwe v. State (2011) 7 NWLR (pt. 1246) 402 at 416, para D.***

Learned counsel argued that a trial court has little or no choice but to accept the unchallenged and uncontroverted evidence placed before it by a Claimant if it was not discredited by the Defendant during cross-examination. He relied on the case of ***Monkom v Odili (2010) 2 NWLR (Pt. 1179) 419 at 442 paras D-E.***

He maintained that where the evidence before a trial court is unchallenged, it is the duty of that court to accept and act on it as it constitutes sufficient proof of a party's claim in proper cases and he cited the case of ***Kopek Construction Ltd v Ekisola (2010) 3 NWLR (Pt. 1182) 618 at 663, paras C-D.***

Learned counsel further emphasized that where evidence is unchallenged under cross-examination, the court is duty bound to accept the evidence provided it is credible and he cited the case of ***Oforlete v State (2000) 12 NWLR (Pt. 681) 415 at 436, paras B-C.***

He maintained that the Claimant gave detailed and unchallenged evidence of the root of title in respect of the said parcel of land which is now in issue. He further submitted

that from the unchallenged and uncontroverted evidence of the Claimant, the Claimant by production of title document established his ownership over the said parcel of land.

Learned counsel referred to the Claimant's claim for the sum of ₦5,000,000.00 (Five Million Naira) against the Defendant as damages for trespass on his land and relied on the case of *ORIORIO V. OSAIN (2012) 16 NWLR PT 1327 PG 560 RT 1* where the Supreme Court stated that *inter alia* that:

“a person in possession of land at the material time can maintain an action for damages for Trespass”

He further submitted that although trespass is actionable *per se*, in the instant case, the Claimant led cogent and unchallenged evidence that he has been in long, quiet and peaceful possession of the said parcel of land in dispute before the deliberate, forceful and unlawful trespass into the land by the Defendant.

He therefore urged the Court to grant the reliefs sought as contained in the Claimant's extant pleadings.

I have carefully considered all the processes filed in this suit, together with the evidence led in the course of the hearing and the address of the learned Counsel for the Claimant.

As I have already observed, the Defendant did not put up any defence to this suit. Thus, the evidence of the Claimant remains unchallenged.

The position of the law is that evidence that is neither challenged nor debunked remains good and credible evidence which should be relied upon by the trial court, which has a duty to ascribe probative value to it. See the following decisions on the point: *Monkom vs. Odili (2010) 2 NWLR (Pt.1179) 419 at 442; and Kopek Construction Ltd. vs. Ekisola (2010) 3 NWLR (Pt.1182) 618 at 663.*

Furthermore, where the Claimant has adduced admissible evidence which is satisfactory in the context of the case, and none is available from the Defendant, the burden on the Claimant is lighter as the case will be decided upon a minimum of proof. See: *Adeleke vs. Iyanda (2001) 13 NWLR (Pt.729) 1at 23-24.*

However, notwithstanding the fact that the suit is undefended, the Court would only be bound by the unchallenged and uncontroverted evidence of the Claimant if it is cogent and credible. See: *Arewa Textiles Plc. vs. Finetex Ltd. (2003) 7 NWLR (Pt.819) 322 at 341.*

Even where the evidence is unchallenged, the trial court still has a duty to evaluate it and be satisfied that it is credible and sufficient to sustain the claim. See: *Gonzee (Nig.) Ltd. vs. Nigerian Educational Research and Development Council (2005) 13 NWLR (Pt.943) 634 at 650.*

Applying the foregoing principles, I will evaluate the evidence adduced by the Claimant to ascertain whether they are credible and sufficient to sustain the Claim.

I am of the view that the sole Issue for Determination in this suit is: ***whether the Claimant is entitled to the reliefs claimed in this suit.***

In a claim for a declaration of title to land, the burden is on the Claimant to satisfy the Court that he is entitled, on the evidence adduced by him, to the declaration which he seeks. The Claimant must rely on the strength of his own case and not on the weakness of the Defendant's case. See: *Ojo vs. Azam (2001) 4 NWLR (Pt.702) 57 at 71;* and *Oyeneyin vs. Akinkugbe (2010) 4 NWLR (Pt.1184) 265 at 295.*

It is now settled law that the five ways of proving ownership of land are as follows:

- 1) *By traditional evidence;*
- 2) *By the production of documents of title;*
- 3) *By proving acts of ownership;*
- 4) *By proof of possession of connected or adjacent land in circumstances rendering it probable that the owner of such connected or adjacent land would in addition be the owner of the land in dispute; and*
- 5) *By acts of long possession and enjoyment of the land.*

See the case of *Idundun vs. Okumagba (1976) 9-10 S.C. 227.*

The point must be made that any one of these five means will be sufficient to prove title to the land as each is independent of the other. See: *Nwosu vs. Udejaja (1990) 1*

NWLR (Pt.125) 188; and Anabaronye & Ors. vs. Nwakaihe (1997) 1 NWLR (Pt.482) 374 at 385.

In the instant suit, from the tenor of his evidence the Claimant appears to be relying on the second and third means of proof, namely: proof by production of documents of title, and proof by acts of ownership.

On the proof by documents of title, the Claimant tendered three documents, namely, a Deed of Transfer dated 3rd of February, 2017 which was tendered as a receipt and admitted as exhibit “B”, a photocopy of an application for allocation of building plot dated 2/8/2016 admitted as Exhibit “C”, and a Survey Plan with Plan No. MEA/ED/873/2024 which was admitted as exhibit “D”.

It is clear that Exhibits B, C and D are not registered legal instruments so they cannot convey legal title to the land. However, it is trite law that although an unregistered registrable instrument cannot pass legal title to land, it is admissible in evidence to prove equitable interest and to show that there was a transaction between the parties. See: *Agboola vs. U.B.A. Plc. (2011) 11 NWLR (Pt.1258) 375 at 415; Dauda vs. Bamidele (2000) 9 NWLR (Pt.671) 199 at 211; and Goldmark (Nig.) Ltd. vs. Ibafor Co. Ltd. (2012) 10 NWLR (Pt.1308) 291 at 349-350.*

In the case of *Atanda vs. Commissioner for Lands and Housing, Kwara State & Anor. (2018) 1 NWLR (Pt.1599) 32 at 55*, the Supreme Court per Sanusi JSC held thus:

“A registrable instrument which has not been registered is admissible to prove equitable interest or to show payment of purchase price.”

Flowing from the foregoing, I am of the view that the Deed of Transfer, Exhibit “B”, though not capable of passing legal title, is sufficient to establish that the Claimant acquired an equitable interest in the land in dispute. The same applies to Exhibit “C”, which, though a photocopy of an application for allocation of building plot, lends credence to the root of title of the Claimant’s predecessor in title.

On Exhibit “D”, the Survey Plan, it is settled law that a survey plan does not by itself confer title, but it is a relevant piece of evidence in establishing identity of the land and acts of possession. See: *Anosike vs. Ugochukwu & Ors. (2018) LPELR-46096 (CA).*

Having held that Exhibits “B” and “C” are sufficient to establish an equitable interest in favour of the Claimant, the next question is whether the Claimant has established acts of ownership and possession over the land in dispute.

On acts of ownership and possession, the Claimant, through his lawful attorney, gave unchallenged evidence that after purchasing the land, he cleared the land, uprooted trees and stumps, deposited sand and granite, moulded about two thousand blocks, and constructed a six-course fence round the land. These acts are clear and positive acts of possession and ownership.

The law is well settled that acts such as clearing, fencing, and development of land constitute acts of possession which can ground a claim for title. See: *Thompson vs. Arowolo (2003) FWLR (Pt.164) 315 at 371; Onyeulo & Anor vs. Ibe & Anor (2017) LPELR-42622 (CA)*.

Furthermore, the Claimant’s evidence that he has been in peaceful and undisturbed possession of the land until the Defendant trespassed thereon was not challenged or controverted by the Defendant.

It is an established principle of law that possession of land, coupled with acts of ownership, raises a presumption of ownership in favour of the person in possession against all persons except one who can show a better title. See: *Ekretu & Anor vs. Oyobebere & Ors. (1992) LPELR-1099 (SC)*.

In the instant case, the Defendant has not come forward to challenge the Claimant’s title or to establish a better title to the land. The unchallenged evidence of the Claimant therefore stands.

From the totality of the evidence before this Court, I am satisfied that the Claimant has proved his title to the land in dispute by acts of ownership and possession, as well as by production of documents which establish an equitable interest.

Accordingly, I hold that the Claimant has established his entitlement to the land in dispute.

On the relief for a declaration that the Defendant's entry into the land constitutes trespass, it is settled law that trespass is any unjustifiable intrusion by one person upon land in possession of another. See: *Oriorio vs. Osain (2012) 16 NWLR (Pt.1327) 560*.

The Claimant has led credible and unchallenged evidence that the Defendant entered the land, deposited materials, and engaged block moulders on the land without his consent. This clearly constitutes trespass. I therefore hold that the Claimant has proved trespass against the Defendant.

On the relief seeking an order directing the Defendant to vacate the land and remove all structures thereon, it is settled law that where trespass is established, the proper order to make is one of possession and removal of structures unlawfully erected. See: *Danjuma vs. Nasiru & Anor (2015) LPELR-25922 (CA)*. Consequently, the Claimant is entitled to an order directing the Defendant to vacate the land and remove all structures, deposits, or materials thereon.

On the claim for the sum of ₦5,000,000.00 as general damages for trespass, it is settled law that general damages are presumed by law as the direct natural consequences of the acts complained of by the Claimant against the Defendant. The assessment of general damages is not predicated on any established legal principle. Thus, it usually depends on the peculiar circumstances of the case. See: *Ukachukwu vs. Uzodinma (2007) 9 NWLR (Pt.1038) 167; and Inland Bank (Nig.) Plc vs. F & S Co. Ltd. (2010) 15 NWLR (Pt.1216) 395*.

The fundamental objective for the award of general damages is to compensate the Claimant for the harm and injury caused by the Defendant. See: *Chevron (Nig.) Ltd. vs. Omoregha (2015) 16 NWLR (Pt.1485) 336 at 340*.

Thus, it is the duty of the Court to assess General Damages, taking into consideration the surrounding circumstances and the conduct of the parties. See: *Olatunde Laja vs. Alhaji Isiba & Anor. (1979) 7 CA*.

The quantum of damages will depend on the evidence of what the Claimant has suffered from the acts of the Defendant.

However, in the instant case, the Claimant did not elaborate on the extent of losses occasioned by the Defendant's acts of trespass. Going through the entire gamut of the

Claimant's evidence, there is no evidence of the quantum of damage suffered from the alleged acts of trespass by the Defendant.

Generally, the trial court has discretion as to the quantum of damages it would award in a claim for damages for trespass. The assessment does not depend on any legal rules- but the discretion of court is, however, limited by usual caution or prudence and remoteness of damage when considering its award of damages. See: *U.B.N. v. Odusote Bookstores Ltd. (1995) 9 NWLR (Pt.421) pg. 558*; *Solanke v. Ajibola (1969) 1 NMLR pg. 45*; *ACB Ltd v. Apugo (2001) 5 NWLR (pt.707) pg. 653*; and *YENEYIN & ANOR V. AKINKUGBE & ANOR (2010) LPELR-2875(SC)*.

However, where the Claimant did not lead sufficient evidence on the extent of injury or losses suffered, he is only entitled to nominal damages which is at the discretion of the Court using the test of a reasonable man. See: *Artra Industries (Nig.) Ltd. vs. N.B.C.I (1998) 4 NWLR (Pt.546) 357*; *Ogbechie vs. Onochie (1988) 4 NWLR (Pt.70) 370*. Consequently, the Claimant is entitled to nominal damages.

On the relief of perpetual injunction, it is settled law that where trespass is established, an order of injunction will ordinarily follow to restrain further acts of trespass. See: *Adegbeite vs. Ogunfaolu (1990) 4 NWLR (Pt.146) 578*. In the event, I hold that the Claimant is entitled to an order of perpetual injunction restraining the Defendant, his agents, servants, privies and/or assigns from further acts of trespass on the land.

On the whole, the sole issue for determination is resolved in favour of the Claimant.

The claims succeed and judgment is entered in favour of the Claimant as follows:

- 1) A DECLARATION that the Claimant is the rightful person entitled to apply and be granted Statutory Right of Occupancy in respect of all that piece or parcel of land measuring 100ft by 100ft (One Hundred Feet by One Hundred Feet) approximately 926.999 Square Metres which is particularly delineated in Survey Plan No: MEA/ED/873/2024 dated 10/1/2024 covered by a Deed of Transfer dated the 3rd day of February, 2017 lying, situate and being at Ubiaza Evbo-Ogiamen Community, Ikpoba Okha Local Government Area, Edo State, within the jurisdiction of this Honourable Court wherein the Defendant trespassed on the entire parcel of land described above;***

- 2) *A DECLARATION that the trespass by the Defendant on the Claimant's land is wrong and done without the consent and authority of the Claimant;*
- 3) *The sum of ₦2,000,000.00 (Two Million Naira) as general damages against the Defendant for trespass and for activities inconsistent with the Claimant's rights and interest therein;*
- 4) *An Order directing the Defendant to vacate and remove whatever structures, deposit of sand, granite or whatsoever from the Claimant's land without his consent and authority; and*
- 5) *AN ORDER of perpetual injunction restraining the Defendant, his agents, servants, privies and/or assigns from committing any further acts of trespass on the said land and from continuing to do anything inconsistent with the Claimant's rights and interest therein.*

The Defendant shall pay the sum of N200,000.00 (Two Hundred Thousand Naira) as costs to the Claimant.

P.A. AKHIHIRO
JUDGE
23/03/2026

COUNSEL:

K.O. Owie Esq. with K.O. Odigie Esq. -----Claimant.

Unrepresented----- Defendant.