IN THE HIGH COURT OF JUSTICE
IN THE BENIN JUDICIAL DIVISION
HOLDEN AT BENIN CITY
BEFORE HIS LORDSHIP, HON.JUSTICE P.A.AKHIHIERO,
ON TUESDAY THE
21ST DAY OF DECEMBER, 2021.

BETWEEN: ***SUIT NO: B/422/2019***

UNITY BANK PLC----------CLAIMANT/RESPONDENT
AND
1. COHILL VENTURES LIMITED
2. MR HENRY OJEMOLON ***DEFENDANTS/RESPONDENTS***
3. MRS MARY OJEMOLON

RULING

This is a Ruling on a motion on notice brought pursuant to ***Order 40 Rule 2 of the Edo State High Court (Civil Procedure) Rules 2018, section 4 of the Limitation Laws of Edo State*** and under the inherent jurisdiction of this Court

The motion which is praying the Court for an order dismissing the suit for lack of jurisdiction is supported by an affidavit of 24 paragraphs and a Written Address of the learned counsel for the Defendants/Applicants.

In his written address, the learned counsel for the Defendants/Applicants, ***C.N.Dike Esq.*** formulated a sole issue for determination as follows:
"Whether from the facts and circumstances of this case the Claimant's action is statute barred."

Opening his arguments on the sole issue for determination, the learned counsel submitted that the Claimant's action is statute barred from the facts of this case as contained in the Writ of Summons, Statement of Claim, Witnesses Statement on Oath together with the frontloaded documents (Loan Offer/Acceptance, lease agreement, monthly rental payment, restructure agreement letter etc).

Counsel posited that the following facts are undisputed:

(a) The claimant and the 1st defendant entered into a simple contract in 2008 effective from the 20th day of March, 2008 (see clause 3 of the lease agreement Exhibit DCN 2);
(b) The claimant and the 1st defendant agreed that the duration of the simple contract was for a period of 24 months certain commencing on the 20th day of March, 2008 to 19th day of March, 2010;

(c) The claimant and the 1st defendant agreed that the contract would expire by effluxion of time on the 19th day of March, 2010;
(d) The claimant and the 1st defendant agreed that the contract would determine upon the 1st defendant defaulting to make any monthly rental payment that falls due in full on its due date amongst others. See clause ii (a) of the lease agreement (Exhibit DCN 2);
(e) The claimant fixed the monthly instalment to be made by 1st defendant at N2,250,537.07;
(f) The 1st defendant on the 30th day of January, 2009 defaulted in paying the monthly rental payment and continued to default throughout the duration of the contract;
(g) The 1st defendant could not fulfil the contract/perform its obligations within the period stipulated for the duration of the contract that is, the 24 months period from the 20th day of March, 2008 to the 19th day of March, 2010;
(h) Due to the 1st defendant's default in making the monthly rental payment and expiration of the contract, the 1st defendant and the claimant entered into negotiation which led to the restructuring of the repayment schedule in 2013, See Exhibit DCN4;
(i) The 1st defendant, despite the restructuring continued to default in making the monthly rental payment;
(j) This suit was eventually filed on the 25th day of July, 2009 after the claimant wrote a letter through its solicitors to the 2nd Defendant.

Learned counsel submitted that going by the facts as analysed above, it is obvious that the cause of action, in this case, arose on the 30th day of January, 2009 when the defendant defaulted in making the monthly rental payment. He said that under clause ii (a) of exhibit DCN 2 the lease contract between the claimant and the 1st defendant wound determine upon the failure of the 1st defendant to make any monthly rental payment that falls due, in full, on its due date. He said that the 1st defendant defaulted in making payment of any amount, at all, on the monthly instalment that fell due on the 30th day of January, 2009. See page 1 of Exhibit DCN3.

He therefore submitted that the cause of action accrued on the 30th day of January, 2009 as can be inferred and deduced from Exhibit DCN4 (the offer letter of restructure dated the 7th day of September, 2010).

He posited that in the said letter of restructure, it stated clearly that the purpose was to restructure the outstanding balance of N52,054,550.44, that is to say that the 1st defendant was owing the sum of N52,054,550.44 as at August 5th, 2010. He said that ordinarily, the 1st Defendant ought to have paid, in full, the entire contract sum and interest by 19th day of March, 2010. He said that this

shows clearly that the 1st defendant has been in default of the monthly rental payment long before march, 2010 when the contract was supposed to have been completely liquidated.

Counsel maintained that the claimant's cause of action arose in 2009 when the defendants defaulted in the monthly rental payment.

He submitted that it is trite law that a cause of action arises on the date or from the time when the breach of any duty or act occurs.

He referred to the case of ***SARAKI V. APC (2020) 1NWLR PART 1706 PG 515 RATIO 2 AT PAGE 522 PP AT PAGE 543 PAR***AS B-E where the Supreme Court per Peter Odili J.S.C stated thus:

"A cause of action arises on a date or from the time when the breach of any duty or act occurs that precipitated the person thereby injured or the victim who is adversely affected by such an infraction to commence the action to assert his right or have his legal right protected from the breach. In other word, a cause of action arises on the date of the occurrence, neglect or default complained of and not the consequence or result of the occurrence of the infraction."

He submitted that from the above cited authority, the claimant's cause of action pursuant to clause ii(a) of the lease agreement Exhibit DCN2 arose when the 1st Defendant DEFAULTED in making the monthly rental payment of N2,250,537.07 on the 30th day of January, 2009 as showed in the bank statement of account Exhibit DCN3.

He submitted further that the cause of action in this case is the 1st defendant's default in making the monthly rental payment which (default) determined the lease contract pursuant to clause ii (a) of the lease agreement and which default entitled the claimant to institute an action in the law court forthwith.

Defining the meaning and purport of what constitutes a cause of action, learned counsel referred to the decision of the supreme court in the case of ***Okafor v. B. D.U. Jos Branch (2017) 5 NWLR PT 1559 PG 385 Ratio 1 AT PG 390 PP AT PG 417 PARAS C-E held:***

He further submitted that the claimant/s case is a case of simple contract which, under section 4 of the Limitation Law of Bendel State applicable to Edo State, shall not be brought after the expiration of 6 years from the date on which the cause of action accrued.

He submitted that the cause of action having accrued in January, 2009 by default as provided in clause ii of Exhibit DCN 2 and or in March, 2010 by effluxion of time the claimant's action became statute barred on the 29th day of January, 2015.

He posited that from the Statement of Account frontloaded by the claimant along with the statement of claim, the 1st defendant started defaulting in making the monthly rental payment from 30th day of January, 2009 when it failed to fund

the account to enable the claimant deduct the monthly rental of N2, 250,537.07. He said that the 1st defendant has continued to default up to and even after March 30th, 2010 when the stipulated period of the contract for completion of payment expired. See clauses 3, 11 and 17 of Exhibit DCN 2.

He submitted that in order to determine whether a claim is statute barred or not, the court must first and foremost ascertain when the cause of action arose and he referred to the case of ***Akwa Ibom State University V. Ikpe (2015) 5NWLR PT 1504 PG 146 RATIO 8 AT PG 153 PP 162 PARA A***.

He submitted that once the date a cause of action accrued is determined and or ascertained, the period of limitation prescribed by statute for the commencement of a suit in any particular action will begin to count from the date the cause of action accrued. See the case of ***INEC V. Ogbadibo Local Gov (2015) 3 NWLR part (1498)page 167 ratio 3 at page 174 pp at page 197 para C-F.***

He submitted that the limitation period started counting in the instant case from on the 30th day of January 2009 when the 1st Defendant first defaulted and continued, from then on, to default in making the monthly rental payment

He said that counting from 30th day of January 2009 when the Claimant's cause of action accrued to the 29th day of January, 2015 the Claimant's cause of action would be 6 years old from the date of accrual.

He submitted that going by the provision of section 4 of the limitation law of Bendel State, applicable in Edo State, which stipulates that an action in simple contract shall not be brought after the expiration of six years from the date on which the cause of action accrued, the Claimant's claim became statute barred on the 29th day of January 2015 and he cited the case of ***Akwa Ibom State University V. Ikpe supra ratio 9 at page 153 pp at 164 para C-E***.

He urged the court to hold that the Claimant's cause of action became statute barred on the 29h day of January, 2015 which is six years after the cause of action accrued.

He posited that this suit, from the date indicated in the originating summons at the court registry, was filed on the 24th day of July, 2019. He said that the period from 29th of January, 2009 to the 24th day of July, 2019 is approximately 10 years.

He submitted that the period of 10 years is far beyond the limitation period of six years provided for instituting an action on simple contract under section 4 of the limitation law of Bendel State, 1976 applicable in Edo State.

Consequently, he submitted that the suit is statute barred by virtue of section 4 of the limitation law of Bendel State 1976 as applicable in Edo State as the Claimant did not commence the action within the specified period when the cause of action accrued. Thus he concluded that the Claimant's action is incompetent as its right to bring the action has been extinguished. See the case of ***MBU V. Stanbic IBTC***

Bank Plc (2016) 12 NWLR part 1527 page 397 ratio 1 at page 399 pp page 407 paragraphs D-H.

Counsel posited that it is evident from the various documents frontloaded by the Claimant that there were meetings and correspondence between the Claimant and the 1st Defendant. He said that the outcome of those correspondence and meetings was the restructuring of the outstanding balance arising from the default in the monthly rental payment and failure to complete the payment within 24 .months as stipulated in the lease agreements.

He submitted that those meetings were meetings of negotiations to negotiate the settling of the dispute that has arisen due to the determination of the lease agreement by several acts of default and expiration of the contract.

He further submitted that although the negotiation led to the restructuring of outstanding accumulated monthly rental payment in 2010, it did not prevent or stop the period of limitation stipulated by section 4 of the limitation law from running, beginning from the date the cause of action accrued and he relied on the case of ***L.G.S.C., Ekiti State V. Bamisaye (2016) 8 NWLR pt 1514 page 373 ratio 3 at page 375 pp 380 para B-E*** where the court held thus:

"Although the law does not prohibit parties to a dispute from engaging in negotiation for the purpose of settling their dispute, generally such a negotiation by parties does not prevent or stop the period of limitation stipulated by statute from running. So when the period of limitation begins to run in respect of a cause of action, it is not broken and it does not cease to run merely because the parties are engaged in negotiation. The best course for a person to whom a right of action has accrued is to institute an action against the other party so as to protect his interest or right in case the negotiation fails. A party. who fails to initiate an action within the prescribed period loses his right of action permanently."

He submitted that the said letter of restructure of outstanding debt of N52, 054,550.44 on lease finance facility dated the 7th day of September, 2010 did not create a new contract nor did the letter of 12th day of August, 2013 (Exhibit DCN 5) and or the letter of 14th day of August, 2014 front loaded by the Claimant revive the Claimant's action as the period of limitation was still running from on the 30th day of January, 2019 to 29th day of January, 2015.

Counsel referred to the case of ***Mbu V. Stanbic IBTC Bank plc supra at page 410-411 paras G-A*** where the court, in explaining the principle of revival of action, held thus:

"This section in my view applies when the time for filing an action has expired and subsequently the other party who is owing acknowledges his debt, then time starts running again from the moment of acknowledgement. That is the import of revival of time. You only revive what is dead. The appellant relied on the case

of National Universities Commission v. Olowo (2001)3 NWLR (pt.699)90 at 108-109, paras. H-A, where it was held thus:

"It is possible to revive a cause of action or right at action which has been killed under a statute of limitation through a subsequent admission or acknowledgement of the debt in question or through any action of the debtor leading to that fact e.g. part payment of the debt."

Counsel submitted that in this case, revival of action did not arise because between 2010, when the issue of restructure was done, and 2013, when the defendant and Claimant exchanged correspondences the limitation period was still counting and has not expired. In other words the action has not become statute barred or dead. He said that the Claimant's action can only be revived after it has died (barred by the limitation law).

He posited that assuming but not conceding, that the cause of action is regarded not to have arisen in January, 2009, he submitted that the cause of action also arose at the expiration of the contract which was a term contract for a period of 24 months certain from on the 20th day of March, 2008 to the 19th day of March,2010 (see paragraphs 3,18, 21, 29 and 31(1) of the Claimant's statement of claim and paragraph 3 of Exhibit DCN 2).

He said that the fact of the effluxion of time or duration of the contract led to the negotiation which eventually culminated in the restructuring of the facility in 2010 (see Exhibit DCN 5)

Consequently, he submitted that even if it is considered that the cause of action arose in March, 2010 the Claimant's instant suit became statute barred in March, 2016 and he urged the court to so hold.

In conclusion, he submitted that the right of action of the Plaintiff to recover the alleged debt being claimed in this suit from the Defendants, including its right of enforcement and judicial relief have been removed leaving the Plaintiff with a bare and empty cause of action which he cannot enforce.

He therefore urged this Honourable court to dismiss this suit in its entirety.

In opposition to this motion, the Claimant/Respondent filed a Counter-Affidavit of 5 paragraphs and a Written Address of learned counsel for the Claimant. In his written address, the learned counsel for the Claimant/Respondent, ***Aifuwa Imadegbelo Esq.*** identified a sole issue for determination as follows:

"Whether or not the defendant/applicants are entitled to the prayers to dismiss the suit."

Arguing this issue, the learned counsel for the Claimant/Respondent submitted that a Court is only competent to adjudicate in a matter when, among other conditions the subject-matter of the suit is competently before the Court, and when the action is initiated by due process of law.

H submitted that an incompetent action cannot be heard by any Court of law and relied on the case of ***MADUKOLU V. NKEMDILIM (1962) 2 SC NLR Page 341***

He submitted that the essential elements for the exercise by the Court of its jurisdiction are that:

(a) the subject matter of the case is within its jurisdiction and there is no feature in the case which prevents the Court from exercising its jurisdiction;

(b) the case comes before the Court initiated by due process of law and upon fulfillment of any condition precedent to the exercise of jurisdiction.

` He submitted that a cause of action are a set of facts or circumstances giving rise to an enforceable claim. See:
SULGRAVE HOLDINGS INC V. FEDERAL GOVERNMENT OF NIGERIA (2012) 17 NWLR (Part 1329) Page 309; EMIATOR V NIGERIAN ARMY (1999) 12 NWLR (Part 631) Page 362

Furthermore, he submitted that in order for the court to determine whether a case was instituted within a limitation period, recourse must be made to the writ of summons and the statement of claim to compare the date when the wrong occurred and the date when the writ of summons was filed. See the case of ***WILLIAM V. WILLIAM (2008) 10 NWLR (Part 1095) Page 364 at Page 383***

He said that in this case, the Defendants/Applicants submitted at page 4 of his written Address that the cause of Action accrued when the 1st Defendant defaulted in making the monthly payment on the 30th January 2009.

He said that the 2nd Defendant/Applicant also wrote a letter dated **12th August 2013** to the Claimant/Respondent acknowledging its indebtedness to the Claimant/Respondent. See **Exhibit 'B'** of the Counter-Affidavit and paragraph 25 of the Claimant's Statement of Claim.

The learned counsel submitted that a customer may renew the date of the accrual of the cause of action by acknowledging in writing the indebtedness to the banker and the date of the accrual of the cause of action will be computed from the date the written acknowledgement is made i.e. 12th day of August, 2013 in this case. For this submission, he referred the Court to the case of **F.B.N LTD V. KARUSTA-AKPORIDO (1996) 8 NWLR (Part 469) Page 755 at Page 763 as per OGUNTADE, JCA** *(as he then was):*

> ***"A customer may renew the date of the accrual of the cause of action by acknowledging in writing the indebtedness to the banker and the date of the accrual of the cause of action will***

be computed from the date the written acknowledgement was made. In paragraph 13 of the statement of claim reproduced above, the plaintiff pleaded that the defendant 12/7/83 wrote to it admitting the indebtedness, now the subject matter of the suit leading to this appeal. In Egbe v. Adefarasin (1985) 1 NWLR (Pt. 3) 549, the term 'Cause of Action' was defined by the Supreme Court thus:

> ***'A cause of action means the factual situation, stated by the plaintiff, if substantiated entitles him to a remedy against the defendant'.***

In the instant case, the facts pleaded by the plaintiff, revealed that the defendant took an overdraft and failed to pay back the same when the repayment was demanded or had become due. But for the acknowledgement made by the defendant on 12/7/83, the plaintiff's cause of action would have accrued much earlier when a demand in writing was made by the plaintiff".

He submitted that in this case, from the letter of the Defendants/Applicants dated12th day of August, 2013, the cause of action accrued on the 12th day of August, 2013 in view of the 1st Defendant/Applicant's letter of acknowledgement. He submitted that for a document to amount to an acknowledgment of debt, it must contain an express promise to pay as in Exhibit 'B' or a clear acknowledgment of debt and **need not** state the exact figure of the indebtedness. He said that this was the clear position of the Supreme Court of Nigeria in the case of:

THANDANT AND ANOR V. NATIONAL BANK AND ANOR (1970) N.S.C.C at Page 32; N.S.I.T.F.M.B. V. KLIFCO NIG LTD (2010) 13 NWLR (Part 1211) Page 307 at Page 320; OLAOGUN ENT. LTD V. S.J. & M. (1992) 4 NWLR (Part 235) Page 361 at Pages 387 – 388

He referred the Court to the letter of acknowledgement of debt by the 1st Defendant/Applicant dated 12th August 2013 and submitted that by the wordings of the letter, the 1st and 2nd Defendants/Applicants clearly acknowledged the indebtedness of the 1st Defendant/Applicant to the Claimant/Respondent with a

promise **to offset same**. He submitted that where a Defendant pleads for leniency from a Creditor it is an evidence of proof of admission of debt and he relied on the case of ***BAIOPHYS ENT. LTD V. N.D.I.C. (2019) 8 NWLR (Part 1674) Page 252 at Page 266.***

Counsel urged the Court to disregard the submissions of the Defendants/Respondents' counsel at page 10 of his written Address in support of the motion to dismiss this suit that a revival of the action did not arise in 2010 when the issue of restructuring of the loan was done and in 2013 when correspondences were exchanged between the Defendants/Applicants and Claimant/Respondent.

He posited that the Defendants/Applicants in paragraph 22 of the Affidavit stated that the Writ of Summons has expired. He said that this was answered by the Claimant in paragraph 4(ix) of the Counter-Affidavit and Exhibit 'A' which is the Order of the Court extending the Writ of Summons dated 12th day of March, 2020.

He further submitted that the averments on the Writ of Summons being expired is deemed abandoned without a Written Address by the Defendants/Applicants in support and he relied on: **ORDER 40 RULE 2(3) OF THE EDO STATE HIGH COURT (CIVIL PROCEDURE) RULES, 2018.**

In conclusion, he submitted that the Defendants/Applicants' application lacks merit and should be dismissed.

Upon receipt of the Claimant/Respondent's Counter-Affidavit and Written Address, the Defendants/Applicants filed a Reply on Point of Law.

In his reply on point of law, the learned counsel submitted that the Claimant/Respondent misconceived the law when it submitted that a cause of action accrues and or is revived whenever the debtor, so to say, acknowledges the debt.

He said that the Claimant/Respondent in paragraph 3.05 of page 8 of its written address stated the correct position of the law where it stated that:

"…….acknowledgement of the debt automatically revives a right to recover the dept from the date of acknowledgement".

He posited that in applying the law the Claimant/Respondent submitted that the Defendants/Applicants letter of 12th day of August 2013 (Claimant/Respondent Exhibit B) signed by the 2nd Defendant/Applicant constitutes an acknowledgement of debt and consequently revived the debt. He submitted that such position is a gross misconception of the principle of Revival of cause of action.

He said that in the first place the loan was obtained in 2008, while Exhibit B was made in 2013. He said that from 2008 to 2013 is less than 5 years. That even if it is assumed that the cause of action accrued in 2008, it cannot be said that the cause of action (which can only become statue barred after 6years of the accrual of the cause of action) has become statue barred, much less being revived.

He therefore submitted that the cause of action could not have been and was not revived in 2013 by Exhibit B.

Furthermore, he submitted that the cause of action did neither accrue originally nor by revival on the 12th day of August 2013, rather, the cause of action accrued from the date the 1st Defendant made default in making the monthly instalment on the 30th day of January, 2009. See Exhibit DCN 2. He said that it could also be argued that the cause of action accrued on the 19th day of March 2010, when the 24 months duration of the contract period expired.

He emphasised that from either the 30th day of January, 2009 or the 19th day of March 2010 (when the cause of action could be said to have accrued) to the 12th day of August 2013 is again less than 6 years. He thus submitted that the letter of 12th day of August 2013 (Claimant/Respondent Exhibit B) could not by any stretch of imagination have revived the Claimant's cause of action because one can only revive what has died. One cannot revive what is still alive. Again, he referred to the case of **Mbu V. Stanbic IBTC Bank Plc supra**.

I have carefully studied all the processed filed in respect of this application together with the arguments of the learned counsel for the parties.

It is settled law that where a statute of limitation provides a period within which an action must be commenced, proceedings cannot be instituted after the expiration of the prescribed period, therefore an action instituted after the expiration of the period stipulated, is not maintainable.

Where a Defendant to an action contends that the action instituted by the Claimant is caught by a Limitation Law, what he is saying is that the Limitation Law has taken away the Claimants right of action leaving him with an empty cause of action which the Court lacks jurisdiction to enforce. See ***MILITARY ADMINISTRATOR EKITI STATE & 2 ORS VS. ALADEYELU & ORS. (2007) 4 -5 SC 201 AT 232; EGBE VS. ADEFARASIN (1987) 1 NWLR (PT. 47) 1 and IBRAHIM VS. JUDICIAL SERVICE COMMISSION (1998) 14 NWLR (PT. 584) 1***.

The facts of this case are that the Claimant/Respondent entered into a simple loan contract with the 1st Defendant wherein they advanced the 1st Defendant the sum of N44,415,000.00 to enable them purchase some Toyota Vehicles for transportation business. The 2nd and 3rd Defendants/Respondents who are Directors of the 1st Defendant acted as guarantors/sureties of the loan.

Somewhere along the line, the Defendants defaulted in the payment of the loan. The default in making the monthly rental payments led to some negotiations between the Claimant/Respondent and the Defendants/Applicants.

When they were unable to resolve the dispute, the Claimant/Respondent filed this action against the Defendants/Applicants on the 25th of July, 2019.

In this application, the Defendants/Applicants are seriously contending that the action is statute barred by virtue of section 4 of the Limitation Law of Bendel State 1976 as applicable in Edo State which stipulates that an action for simple contract such as in the instant case must be brought within six years from the date the cause of action arose.

While the Defendants/Applicants are seriously contending that the cause of action accrued from the date the 1st Defendant made default in making the monthly instalment on the 30th day of January, 2009, the Claimant/Respondent has maintained that by their letter of acknowledgement of debt dated 12th August 2013, the 1st and 2nd Defendants/Applicants clearly acknowledged the indebtedness of the 1st Defendant/Applicant to the Claimant/Respondent.

The Courts have consistently maintained that where there has been an admission of liability during negotiation and all that remains is the fulfilment of the agreement, it cannot be just and equitable that the action would be barred after the statutory period of limitation giving rise to the action if the defendant did not resile from the agreement during the negotiation. In other words, where there has been an admission of liability, the right of action is revived. See the following decisions on the point: ***Nwadiaro Vs Shell Petroleum Dev Co Nig Ltd (1990) 5 NWLR (Pt 150) 322, Shell Petroleum Dev. Co. Vs Farah (1995) 3 NWLR (Pt 382) 148, Mkpedem Vs Udo (2000) 9 NWLR (Pt 673) 631, Nigeria Social Insurance Trust Fund Management Board Vs Klifco Nig. Ltd (2010) 13 NWLR (Pt 1211) 307.***

Such admission of liability creates or establishes a fresh cause and revives a right of action which might have already become statute barred. See: ***Shell Petroleum Development Company of Nigeria Ltd Vs Ejebu (2011) 17 NWLR (Pt 1276) 324***.

I have gone through the contents of the 1st Defendant's/Applicant's letter dated 12/08/2013 attached as Exhibit B to the Claimant's/Respondent's Counter-Affidavit. I am of the view that it is a clear acknowledgment of the debt and on the authorities earlier cited, where there has been an admission of liability, the right of action is revived.

I am not persuaded by the arguments of the learned counsel for the Defendants/Applicants that the debt must be statute before the principle of acknowledgment of debt can be applied. That interpretation is not in line with the current trend of allowing substantial justice to prevail over justice by technicality. The era of justice by technicality is over.

Thus, even if it is correct that the statutory period for the Respondent to commence the action for recovery of debt had elapsed, the Respondent's right of action was revived by the acknowledgment and admission of liability by the 1st Defendant/Applicant.

In the case of ***COMMISSIONER FOR FINANCE, IMO STATE & ORS v. KOJO MOTORS LIMITED (2018) LPELR-45075(CA),*** the Court of Appeal exposited thus:

"We have always stated that it is highly immoral and offensive for a party to enjoy the benefits of a contract, and when called upon to pay for it to plead statute of limitation, to escape responsibility, while still enjoying the proceeds of the contract. See First Bank Plc Vs Standard Polyplastic Industries Ltd (2018) LPELR - 44081 CA"

At this stage, I am of the view that since the Defendants/Applicants have acknowledged the debt within the period of six years before the institution of this suit, ***the action is clearly not statute barred. I hold that this application lacks merit and it is dismissed with N50, 000.00 (fifty thousand naira) costs in favour of the Claimant/Respondent.***

P.A.AKHIHIERO
JUDGE
21/12/2021

<u>COUNSEL:</u>
C.N.DIKE ESQ……..…DEFENDANTS/APPLICANTS
IGHODALO IMADEGBELO S.A.N……..CLAIMANT/RESPONDENT