

IN THE MAGISTRATES' COURT OF RIVERS STATE  
IN THE PORT HARCOURT MAGISTERIAL DISTRICT  
HOLDEN AT PORTHARCOURT BEFORE HIS WORSHIP. G.C. AMADI ESQ.  
SITTING AT SMALL CLAIMS COURT AT CHIEF MAGISTRATE COURT 14, ON THE 3<sup>RD</sup> OF  
OCTOBER 2023

SUIT NO. PMC /SCC/99/2023

MR. DESTINY CHUKWU  
(For himself and all other members  
of Winners Weekly Brothers Contribution)

} CLAIMANT

AND

MR. OBINNA NWENYI JEREMIAH

} DEFENDANT

JUDGMENT

This is the final judgment in this suit wherein the claim before the court, dated and filed on the 7<sup>th</sup> June, 2023 is for:

1. An order of this Court compelling the defendant to pay the Claimant, the sum of N3,441,000,00 being money collected from the Claimant.
2. N200,000 as cost of litigation

The defendant also filed a counter claim dated and filed on the 3rd August, 2023 asking for the following reliefs:



1. AN ORDER directing the claimant to pay him the sum of N300,000.00 (Three Hundred Thousand Naira Only) as General damages for the psychological and emotional trauma he suffered.
2. AN ORDER directing the Claimant to pay him the sum of N200, 000.00 (Two Hundred Thousand Naira) only, as exemplary damages for his illegal arrest and unlawful detentions in a purely civil dispute.
3. A PERPETUAL INJUNCTION restraining the Claimant, his privies, cronies, agents or other persons working under him or for him or carrying out his instructions from interfering or further interference or attempt to interfere, intimidate, arrest or detain him with the Police or any law enforcement agency, Ozuzu chief priest of Etche central forest or any other traditional deity against his Christian beliefs.
4. AN ORDER RESTRAINING the Claimant from using the name of the Partnership "Winners Weekly Brothers Contribution to issue or write letters without the consent of other Partners.
5. AN ORDER dismissing the Claimant's suit for being frivolous.
6. N200, 000.00 (Two Hundred Thousand Naira) only, as cost of defending this suit

The Claimant called one witnesses and the defendant also called one witness.

On the 3<sup>rd</sup> day of August, 2023, the Claimant was present and the defendant was absent. An application to enter plea of not liable for the defendant by the Claimant Counsel was granted and the matter was set down for hearing.

On the 10<sup>th</sup> day of August, 2023, the CW1, who is also the Claimant on record testified that the defendant was a member and also the financial secretary of the contribution. That on the 13<sup>th</sup> of August, they lent him the sum of One million Naira (N1,000, 000 ) which he paid and left an outstanding of Two Hundred Thousand Naira (N200,000). That in 2020, August 30<sup>th</sup> the defendant came again and said he has an issue with his business and demanded for N1.5 Million which they granted and that out of the N1.5 Million Naira, in March 2020, he paid 989,000 remaining N511,000.

That due to the fact that they lend money based on merit, in 2021, he had two accounts in the association. Based on the fact that he was a founder and co-executive they granted him another loan of N3 Million Naira which he paid and left an outstanding of N1,740,000.

That due to the accumulation of interest, according to their bye-laws, he failed to contribute the total of 29 weeks and now the interest of weekly failure in contribution accumulated to N348,000 and he failed to pay the 6 months interest under which is N48,000 monthly totaling N288,000 as the failed monthly interest for his 2<sup>nd</sup> account registered in the name of his 2 years old daughter. In that account, he was contributing N15,000 weekly which he is entitled to a loan of N600,000 and in the long run, he was





able to repay the sum of N480,000 and left part payment of N120,000 based on their bye law.

That the weekly interest accumulated to 18 weeks which is N3000 per week times 18 weeks amounting to N54,000. Also, the monthly interest of N12,000 which he failed to pay for 6 months totaling N72,000.

That when they called him to ask why he is not contributing, he told the association that he is having issues with his business.

That he took them to their former legal adviser, who is the defendant counsel. That they both collaborated and joined another meeting.

That when the defendant took them to their former counsel, he said he needs help to support his business to enable him pay the accumulated debt which he paid for one year. That we should grant him another unmerited loan of N120,000. That after the meeting, their former counsel said that they should grant him the loan and advised us not to write an agreement that he is still with them. That the said loan was granted on the 12<sup>th</sup> July, 2021 and he admitted that he will pay back in one month's time.

That after one month, they asked him and he said he has not settled with his business and they called their counsel and decided to give him an extra time.

That by September same year, they wrote to the defendant's counsel and told him that the defendant is no longer contributing both the merited loan and the unmerited loan which he will advise him to pay.

That the defendant refused to pay and began to threaten them. That he has records of the money lent to the defendants. That both the meeting register and notebook has the defendant's name. The CW1 identifies same and it is sought to be tendered in evidence.

On the 17<sup>th</sup> August 2023, the CW1 continued his evidence and stated that the total money they lent the defendant was N3,441,000. That before they brought the matter to Court that the defendant counsel asked them to organize a meeting between them and himself and the defendant counsel as their legal adviser so that he can advise the defendant and that they later went to the defendant's counsel's office and he said that they should call the defendant and arrange for a meeting and that they should pay him N50,000 before he will call such a meeting. That they later heard that the defendant has opened another meeting called Universal Contributions limited. That they took the information to the defendant counsel who was their counsel and he asked them for evidence which they showed him and he called it an exhibit.





That because of the high level of threat from the defendant when they asked him for their money, they were advised by their lawyer to report the matter to the police and at the police station, the defendant made an undertaking to pay the debt and not to threaten them. That they have loan book and register book and guarantors form. That the defendant was the financial secretary when he was in the meeting. That when he stopped officiating in the meeting in 2021, May 16<sup>th</sup>, he made away with his guarantor's form, The one that he used to obtain the N3 million Naira loan. The CW1 recognizes the book, the register, where he stopped the meeting on the 16<sup>th</sup> of September, 2021. That he contributed for 21 weeks out of 50 weeks, The Claimant counsel seeks to tender same in evidence and same is admitted and is marked as Exhibit A.

Testifying further, the CW1 testifies that they sent the sum of N900,000 to the defendant's account and another N1.5 Million Naira to one Chukwuma Ogaziem being the man that he was allegedly doing trucking business with, on behalf of the defendant on the 21<sup>st</sup> day December, 2022, the money was a cash transaction on the instruction of the defendant. The CW1 identifies the statement of account in respect of the N900,000 and also the loan book and they are sought to be tendered in evidence, not opposed to and was tendered as Exhibits B and C respectively.

The CW1 also recognizes the petition and the statement at the police station because it is a police document. The defendants objects to the admissibility of the statement to the police because the Claimant is not the maker of the document and the document is a public document. In admitting the document, the Court ruled that the said statement which is public document is a certified document and is relevant and the statement of the defendant to the Nigerian police and the PW1's evidence to the Nigerian police is admitted in evidence and is marked as Exhibit D, E & F respectively.

On the 11<sup>th</sup> September, 2023, the CW1 was cross-examined and testified that there is an oral resolution of the association empowering him to file this action. That the contribution is registered under business name, That the defendant has no account from which he borrowed money. That the two accounts of the defendant used in obtaining money from the claimants are: Nwanyi Obinna Jeremiah and Chinenye Eke. That on the Exhibit B, he sent N900,000 to Nwanyi Obinna Jeremiah. That the 1.5 million Naira was directed by the defendant to be sent to the Account of the defendant's business partner at Fidelity bank, Chukwuma Agaziem on the 21<sup>st</sup> September, 2020. That Chukwuma Agaziem is not a member of the winners weekly contribution.

That it is not correct that the total of the principal sum collected by the defendant is three million, six hundred thousand Naira (N3,600,000.00). That Exhibit A only contains list of their members and is not different from the partnership card because as they are registering members they are also ticking the card. That it is not correct that he is the only one signing





Exhibit B. That he reported the defendant to the police not based on the debt but based on the threat to life. That police never asked them to conduct an audit. That they already have an audit. That in Exhibit E and F, what is paramount is the debt recovery. That he does not know whether Exhibit E and F were made under oath or in the presence of the defendant's legal practitioner and that he does not know whether exhibit E & F are confessional statements or not.

Testifying further, the CW1 stated that it is not true that himself and Domino Obaji in November, 2021 summoned the defendant before a Juju Priest. That the defendant did not resign his position as financial secretary but just took the partnership money and ran away. That he commenced this suit under a representative capacity for winners contribution and was done with the consent of the defendant. That other than the police statement as in Exhibits E & F, he does not have any other document showing that he made money demand from the defendant. That there is no agreement before the Court to show that the debt is owed, that they have a bye law that shows the agreement with their counsel. That there is no agreement between themselves and the defendant counsel to show that he acted as their lawyer.

That he is not aware that the defendant have completely paid the N3.6 Million that he collected from the partnership. That the investigation report is not before the Court to find out if the defendant committed the crime.

At the end of the cross-examination of CW1 , the matter was adjourned for the defence.

On the 14th September, 2023, the DW1, MR. Obinna, Nwenyi Jeremiah, a business man of Stream View Estate, Atali testified and adopts his statement on oath filed on the 13<sup>th</sup> of September, 2023 wherein he stated that he is one of the proprietors/partners of Winners Weekly Brothers Contribution which was formally known as Winners Weekly Contribution and registered with the Corporate Affairs Commission with Registration number: BN 3181694. The Status report showing the list of partners and others from the Corporate Affairs Commission is identified by the DW1, sought to be tendered and admitted as Exhibit G. That his name is number 3 on page 2 of the Status Report from the Corporate Affairs Commission and that he is the financial secretary of Winners Weekly Brothers Contribution and he discharged his duties of recording payment of partners and members who collect money or cash assistance from the partnership and that all the partners have equal rights in the Partnership Business and no one appointed the Claimant with unlimited or special rights above other partners. That he is not indebted to Destiny Chukwu or any other person or body claiming through him, till date. That as at the time this suit was instituted, he had completely paid or refunded the money that was given to him by the Partnership.





That he has two accounts with the partnership namely; Nwenyi Obinna and Chinenye Ike. In the account of Nwenyi Obinna he was given a total sum of N3, 000, 000. 00 and in the account of Chinenye Ike N600, 000.00 was approved and two Partnership cards of the Winners Weekly Brothers Contribution bearing Nwenyi Obinna and Chinenye Ike were issued to him. That the said money was approved in line with the object of the Partnership which is Business support Development Services and not as a loan with any interest.

That when he refunded the said sum (N3, 600, 000.00) before November 2021 the Claimant and one Divine Obaji refused to submit his cards early for clearance owing to their sinister intentions. It took the intervention of the Partnership before his cards were returned to him signed.

That he has completely refunded the total sum of (N3, 600,000.00) given to him by the partnership body. The refund and dates of payment are contained in the partnership cards (Winners Weekly Brothers Contribution) issued to him by the Partnership. The DW1 identifies the cards bearing Nwenyi Obinna and Chinenye Ike which contained the record and proof of payments and dates and same were tendered and admitted in evidence as Exhibit J.

That despite the complete payment of the said sum, the Claimant and his cohorts continued to harass, intimidate and embarrass him with officers of the Rivers State Police Command. That he became the Claimant and his cohorts' target when he refused to join them to cheat other members of the association wherein the Claimants and his cohorts were and are still in the habit of withdrawing money from the Partnership account without the consent of the members and proper accountability.

Testifying further, the defendant stated that sometime in October 2021, while in the meeting of the Partnership, the Claimant instigated his arrest and caused officers of the Operation Sting Department to detain him, which led to the confiscation of his Toyota Corolla car on the allegation that he was indebted to the Partnership and refused to pay. That upon investigation, the Commander of Operation Sting under whose custody he was detained directed that an audit should be conducted on the partnership account to know those who are indebted to the Partnership. That he paid N40, 000.00 (Forty Thousand Naira) before he was admitted to bail at Operation Sting Department of the Rivers State Police Command and he lost a business contract worth over N1, 000,000.00 (One Million Naira) only.

That after his release from Police custody sometime in November 2021 and instead of conducting an audit on the partnership account as directed, the Claimant caused a frivolous letter from T. A. Ngeri, Esq of the Law firm of W.S Pepple & CO to be served on him and he immediately responded by instructing A. W Mbosowo, Esq of Utchay & Utchay Law firm to write a letter dated 15th November 2021 and the claims of the Claimants were





accordingly refuted that he is not indebted to Destiny Chukwu, Divine Obaji or any other person or body. The DW1 identifies the letter and same is sought to be tendered in evidence, not objected to and is admitted as Exhibit K. The said Solicitor Letter from A. W. Mbosowo, Esq, dated 15th November, 2021 is herein pleaded and I shall rely on it during trial.

Testifying further, the CW1 stated that the Claimant and his Cohorts in another sinister move to tarnish and denigrate his Christian faith using the name of the Partnership visited a shrine and summoned him to appear before Amadioha Ozuzu in Etche Central Forest for purpose of recovering an alleged debt from him. The DW1 identifies the said summon letter, same is not objected to and is admitted in evidence as Exhibit L

That upon receipt of Exhibit L, his religious faith was threatened as the Claimant attempted to stylishly and forcefully convert him to worship and to submit to a deity against his right to freedom of worship.

Furthermore, that on the 15th of February, 2023, the Claimant instigated Police Officers from the State Criminal Investigation and Intelligence Department (SCIID to arrest and detain him for two days on the allegation that he was owing them and that until he pays, he should not be admitted to bail.

That on the 16 of February 2023, he paid the sum of N60,000.00 to the police before he was admitted to bail despite showing them that he was not indebted to the Claimant and Police is not a debt recovery agency even if someone is indebted and several guns were pointed at his head to sign some documents which he has not seen and he does not know the content of those documents before he was allowed to go home.

That he has continued to suffer humiliation, harassment, embarrassment and has lost the confidence and trust of his business associates who were always coming to Police stations to pay for my bail bond and his wife and children were always relegated to melancholy.

That upon receiving another invitation and further threats of arrest from the Police, sometime in March, 2023 to pay an alleged loan, he caused a letter dated 10th April, 2023 to be written to the Claimant warning him and his cohorts to desist from using the Police to harass and intimidate him and he demanded the payment of the sum of Five Million Naira to mitigate the harassment and humiliation. The DW1 identifies the said letter and same is sought to be tendered and not objected to and is admitted as Exhibit M.

That the Claimant and his cohorts have severally boasted that they will continue to arrest the DW1 and that he will continue to sleep in Police cells, and if he files a suit, they will say they reported a case of threat to life and not for recovery of debts and that it is only through the police that they can get their alleged money faster. That the frequent police





invitations, arrests, intimidation, harassment and embarrassment greatly damaged his reputation and negatively affected his business and he has suffered emotional and psychological trauma and depression as a result of the acts of the Claimant. That he has continued to incur expenses to engage the services of a Legal Practitioner who always stood for him in these periods of intimidation and harassments.

That there was no time the association met and passed a written resolution authorizing the Claimant to commence this suit in the name of the partnership or on our behalf. That the Claimant's suit is frivolous and should be dismissed with substantial cost.

In conclusion, the DW1 stated he has a counter-claim dated 3rd day of July, 2023 and filed on the August 3, 2023 before this Court and he wants to adopt same. That in his counter claim, he is seeking the following reliefs

a. AN ORDER directing the claimant to pay him the sum of N300, 000.00 (Three Hundred Thousand Naira Only) as General damages for the psychological and emotional trauma suffered.

b. AN ORDER directing the Claimant to pay him the sum of N200, 000.00 (Two Hundred Thousand Naira) only, as exemplary damages for his illegal arrest and unlawful detentions in a purely civil dispute.

c. A PERPETUAL INJUNCTION restraining the Claimant, his privies, cronies, agents or other persons working under him or for him or carrying out his instructions from interfering or further interference or attempt to interfere, intimidate, arrest or detain him with the Police or any law enforcement agency, Ozuzu chief priest of Etche central forest or any other traditional deity against his Christian beliefs.

d. AN ORDER RESTRAINING the Claimant from using the name of the Partnership "Winners Weekly Brothers Contribution to issue or write letters without the consent of other Partners.

e. AN ORDER dismissing the Claimant's suit for being frivolous.

f. N200, 000.00 (Two Hundred Thousand Naira) only, as cost of defending this suit

During the cross examination of the DW1, on the same 14<sup>th</sup> September, 2023, he stated that the contribution is registered with the CAC, the business name registration is sought to be tendered, not objected to and admitted as Exhibit N.

Testifying further, the DW1 stated that the contribution was registered as a business name and not as a partnership, that it was not his lawyer that registered the business name. That himself and the CW1 and Destiny Obaji drove to Danjuma Drive at Trans Amadi and did





the registration. That he cannot remember, if the Claimant served him a demand letter and he does not know if a demand letter is part of the document front loaded before the Court.

That he is still a member of the winners weekly contribution and they don't have a bye-law. That it is not true that when a member takes loan, that the payment is evidenced in the record book and the loan card. That first of all, they don't give loans, they only assist members. That he is in charge of recording money that came in. That the record for the loan does not go to the record book that it goes to the card and that before they issue the card, Divine Obaji who is the chairman will sign. That he keeps records of the money and does not go home with the records. That it is his sole responsibility to record money that people brought in the year 2021. That the figure on Exhibit H for N100,000 does not reflect on the record book because it is the card that they use and that before they issue the card, Divine Obani, the Chairman must sign it, That at the time, when the cause of action arose, he was still the financial secretary. That his sole responsibility was to record the money that people bring in the year, 2021. That the figure recorded in Exhibit H did not reflect on the record book because they don't have record book but only card they have to show records, they do not have any other records.

Continuing, the DW1 stated that it is true that when they have paid their money, they will give it to the Chairman to sign the card. That he will be surprised to know that Exhibit J was signed by himself and the Chairman signed only at the back. That the Chairman signed in front of Exhibit H and J. That his signature and the Chairman's signature are different. That he has paid all the contribution, That he did not make any statement at the police. That he was forced to sign a document at the police. That between when he made the statement at the police till now, he has not made any contribution to the meeting and that his last contribution to the meeting was in 21<sup>st</sup> November, 2021. That he is still a member of the meeting. That he will be surprised that Exhibit J is not up to the N600,000 that he said he has paid.

At the close of the cross-examination of DW1, the matter was adjourned for judgment.

At the close of the evidence of the DW1, there was no re-examination and the defendant counsel closed the case of the defendants and the matter was adjourned for judgment.

A total of fourteen (14) exhibits were tendered in evidence in the course of the trial.

That said, I will proceed to consider the case of the parties in the light of the relevant laws. I have noted the essence of the claim and have also taken cognizance of the evidence before the court. I have read all the exhibits and I have couched two issues for determination and that is:





1. Whether the Claimant has discharged the burden of proving his Claim before the Court.
2. Whether the defendant has discharged the burden of proving his counterclaim before the Court.

Before the Court delves into considering these issues, we will first of all determine whether the Claimant have shown that he has the locus standi to institute this claim in a representative capacity as on the face of the Claim "For himself and all other members of Winners Weekly Brothers Contribution".

During the cross-examination of the CW1, he has stated that there is an oral resolution of the association empowering him to file this action and that he commenced this suit under a representative capacity for winners weekly contribution. The said winners weekly contribution is a registered business name as can be gleaned from exhibit 'N'.

The CW1 neither tendered any evidence showing that he had the consent of the Winners weekly contribution to bring this suit on their behalf and also did not call any other witness as CW2 to buttress the fact that he was given oral consent or any other to act in a representative capacity.

The principle of law is that he who asserts must prove, coined from the old maxim *incumbit probatio qui dicit non qui negat* which means that the burden of proving as fact rests on the party who asserts the affirmative of the issue and not upon the party who denies it, for a negative is usually incapable of proof. See *Omisore v. Aregbesola* (2015) 15 NWLR (Pt. 1482) p. 217. See also section 131 (1) of the evidence Act, 2011. The burden of proof is the task of establishing before the court, the claim of a party. See section 1 of the evidence Act, 2011.

Moreso, the fundamental principle or conditions governing suits brought in a representative capacity is that the parties to be represented in a representative capacity must give express permission or authority (that is, consent) to those who are to represent them. Please refer to the cases of *Amajideogu v. Ononaku* (1988) 2 NWLR (Pt. 78) 614; *Ayinde v. Akanji* (1988) 1 NWLR (Pt. 68) 70 at 72;

Delivering the lead judgment in *Apeh and Others v Peoples Democratic Party and Others* (SC.428/2015)[2016] NGSC 74 (22 January 2016) (SC.428/2015) [1960] NGSC 1 (21 January 2016; Per Chima Centus Nweze, JSC relying on the old English case of *Smith and Ors v. Cardiff Corporation* (1953, 2 All ER. 1373 stated inter-alia that "In representative suits, both the named Claimant and the un-named parties, that is, those they represent, are parties to the action; the only difference is that the named claimant, as it were, is in control of the suit [*dominus litis*] until the matter is disposed with at first instance that HOWEVER, the powers that inhere on the named plaintiff are hedged around with





limitations. For instance, he can only represent those who have given him authority to do so, and in respect of a claim in which his interest in the subject matter is common with that of those he represents. *Oketie v Olughor* [1995] 5 SCNJ 217, 226; *Ekenma v Nkpakara* [1997] 5 SCNJ 70, 88.

In *Mark Obinyiri & 6Ors. v. Peter Ibe & 2Ors.* [2014] LPELR-22482[CA] at pages 17-18, relying on the case of *Olatunji v. The Registrar of Cooperative Societies* [1968] NMLR 393, the Court of Appeal stated that the first essential requirements for people who desire to sue in a representative capacity include that there must be numerous persons interested in the case on the side to be represented. This is another way of the Court ensuring that those representing have at least a majority consent of those they are seeking to represent.

In the present case, the CW1 sued alone as representing an entire association and there is no shred of circumstantial evidence or documentary or oral evidence before the Court to validate the assertion of the Claimant that he is representing the interest of the defendant, The presentation of the evidence is even made more important since the authority of the defendant has been questioned by the defendant who is still a member of the said Winners Weekly Brothers Contribution.

On the basis of all of the foregoing, the Court hereby holds that the Claimant have failed to prove by any shred of evidence that he has the consent of the Winners Weekly Brothers Contribution to bring this suit. Consequently, the Claimant claim fails and is struck out for lack of evidence in proof of his locus standi to bring this action in a representative capacity before the Court,

#### **On The Counter-Claim of the Defendant:**

First, it is important to note that the Counter-defendant never led evidence to refute the counter-claim. The law is that what is not denied is deemed admitted and what is admitted need not be proved as seen in *O.A.A Cooperative Society Vs. NACP Ltd* (1999) 2NWLR (Pt 590) Pg 234, Ratio 4. Facts admitted need not be proved by evidence. Please refer to the case of *Ayoke V. Bello* (1992) 10 NWLR (Pt 218) pg 380 Ratio 2.

The counter defendant having not denied the counterclaim, it is hereby held that the Counter defendant have admitted the whole gamut of the Claimant's counterclaim.

Consequently, the Court adjudges as follows:

1. The Counter defendant is directed to pay to the counterclaimant, the sum of N100,000.00 (One Hundred Thousand Naira Only) as general damages for the psychological and emotional trauma he suffered for the illegal arrest and unlawful detention.





2. The Counter defendant is directed to pay the counterclaimant, the sum of N50,000.00 (Fifty Thousand Thousand Naira) only, as exemplary damages for the defendants illegal arrest and unlawful detentions in a civil dispute.
3. PERPETUAL INJUNCTION is hereby issued restraining the Counter defendant, his privies, cronies, agents or other persons working under him or for him or carrying out his instructions from summoning him before the Ozuzu Chief Priest of Etche central forest or any other traditional deity against the defendant's Christian beliefs.
4. AN ORDER is also issued against the Counterclaimant from using the name of the Partnership "Winners Weekly Brothers Contribution to issue or write letters without the consent of other Partners.
5. On the claim for N200, 000.00 (Two Hundred Thousand Naira) only, as cost of defending this suit is NOT GRANTED because the claim head is in a class of special damages that requires strict proof. To succeed in this claim, the Court will require the proof of receipts and invoices evidencing cost incurred in legal professional fees and other cost of defending this suit.

**IT IS ORDERED** that the defendant to the counterclaim do give the counterclaimant the afore mentioned sum of N150,000 (One Hundred And Fifty Thousand Naira) representing general damages and exemplary damages which must be paid to the counterclaimant on or before the 27<sup>th</sup> day of October, 2023.

**AND IT IS FURTHER ORDERED** that the defendant to the counterclaim do pay to the Registrar of this court, the total sum of N150,000 (One Hundred And Fifty Thousand Naira) above mentioned, representing general damages and exemplary damages on or before the 27<sup>th</sup> day of October,2023.

**TAKE NOTICE** –That if payment is not made as above ordered, a warrant or warrants may issue requiring an officer of the court to levy the sum above mentioned, to the Counter Claimant together with further costs.

GIFT C. AMADI, ESQ.  
CHIEF MAGISTRATE  
GD II

**G. CHINYERE AMADI. ESQ.**  
**CHIEF MAGISTRATE G.D.I**