

Judgment
6, 1958

IN THE PRIVY COUNCIL

No. 17 of 1957

ON APPEAL

FROM THE FEDERAL SUPREME COURT OF NIGERIA

B E T W E E N

1. MAURICE GOUALIN LIMITED
2. BATHOLOMEW KOOVI DE SOUZA
(Defendants) Appellants

- and -

WAHABI ATANDA AMINU (Plaintiff) Respondent

RECORD OF PROCEEDINGS

DENTON, HALL & BURGIN,
3 Gray's Inn Place,
London, W.C.1.
Solicitors for the Appellants.

CHARLES RUSSELL & CO.,
37 Norfolk Street,
London, W.C.2.
Solicitors for the Respondent.

UNIVERSITY OF LONDON
WC2A 3LJ
24 JAN 1959
INSTITUTE OF ADVANCED
LEGAL STUDIES

52086

IN THE PRIVY COUNCILNo. 17 of 1957

ON APPEAL

FROM THE FEDERAL SUPREME COURT OF NIGERIA

B E T W E E N

1. MAURICE GOUALIN LIMITED
 2. BATHOLOMEW KOOVI DE SOUZA (Defendants) Appellants

- and -

WAHABI ATANDA AMINU ... (Plaintiff) Respondent

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IN THE PRIVY COUNCIL

No. 17 of 1957

ON APPEAL

FROM THE FEDERAL SUPREME COURT OF NIGERIA

B E T W E E N

1. MAURICE GOUALIN LIMITED
2. BATHOLOMEW KOOVI DE SOUZA
(Defendants) Appellants

- and -

WAHABI ATANDA AMINU (Plaintiff) Respondent

10

RECORD OF PROCEEDINGS

IN THE SUPREME COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION.

In the Supreme
Court of Nigeria
(Lagos Judicial
Division)

No. 1.

No. 1.

PARTICULARS OF CLAIM IN SUIT NO. 639/1953.

Particulars of
Claim in Suit
No. 639/1953,
9th December
1953.

B E T W E E N :

WAHABI ATANDA AMINU ... Plaintiff

- and -

MAURICE GOUALIN LIMITED ... Defendants

20

The Plaintiff's claims are for (1) the sum of £200 being damages for trespass committed by the Defendants, their agents or servants by unlawfully entering the Plaintiff's land situate and being at Abule Nla Village, Ebute Metta in the mainland of

In the Supreme
Court of Nigeria
(Lagos Judicial
Division)

No. 1.

Particulars of
Claim in Suit
No. 639/1953,
9th December
1953 - continued

Lagos in the Colony of Nigeria and also by wrong-
fully commencing building operations thereon; (2)
An Injunction restraining the Defendants, their
agents or servants from continuing further acts of
trespass on the said land; and (3) Declaration of
Title that the Plaintiff is the owner of the said
land situate and being at Abule Nla Village, Ebute
Metta aforesaid.

Annual value £15.

DATED at Lagos this 9th day of December, 1953. 10

(Sgd.) Jibril Martin.
PLAINTIFF'S SOLICITOR.

PLAINTIFF'S ADDRESS: C/o 149, Bamgbose Street,
Lagos.

DEFENDANTS' ADDRESS: 7, Labinjoh Street, Lagos.

Summons £12.10. --

Ser. etc. -. 3. -

£12.13. - Paid on C.R. No.169900/122/
9.12.53.

(Intld.) A.R.K.

20

No. 2.

Writ of Summons
in Suit No.
639/1953,
17th December
1953.

No. 2.

WRIT OF SUMMONS IN SUIT NO. 639/1953

BETWEEN WAHABI ATANDA AMINU Plaintiff,
and MAURICE GOUALIN LIMITED Defendants.

To MAURICE GOUALIN LIMITED,
of 7, Labinjoh Street, Lagos.

You are hereby commanded in His Majesty's
name to attend this court at Tinubu Square, Lagos
on Monday the 15th day of February 1954, at 9
o'clock in the forenoon to answer a suit by WAHABI
ATANDA AMINU of c/o 149, Bamgbose Street, Lagos,
against you.

30

The Plaintiff's claims are for (1) the sum of £200 being damages for trespass committed by the Defendants, their agents or servants by unlawfully entering the Plaintiff's land situate and being at Abule Nla Village, Ebute Metta in the mainland of Lagos in the Colony of Nigeria and also by wrongfully commencing building operations thereon; (2) An Injunction restraining the Defendants, their agents or servants from continuing further acts of trespass on the said land and (3) Declaration of Title that the Plaintiff is the owner of the said land situate and being at Abule Nla Village, Ebute Metta aforesaid.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 2.

Writ of Summons in Suit No. 639/1953, 17th December 1953 - continued

10

Annual value £15.

Issued at Lagos the 17th day of December 1953.

	£. s. d	
Summons	12.10. -	
Service	- 3. -	(Sgd.) F.W. Johnston
Mileage	_____	f. Snr. Puisne Judge.
	12.13. -	(Intld.) S.O.
	=====	

20

Pd. On C.R. No. 169900/122 of 9.12.53.

TAKE NOTICE:- That if you fail to attend at the hearing of the suit or at any continuation or adjournment thereof, the Court may allow the Plaintiff to proceed to judgment and execution.

No. 3.

No. 3.

ORDER FOR PLEADINGS IN SUIT No. 639/1953

Order for Pleadings in Suit No. 639/1953, 12th February 1954.

IN THE SUPREME COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION

30

Friday the 12th day of February, 1954,
Before The Honourable
Mr. Justice Joseph Henri Maxime de Comarmond
Senior Puisne Judge.

Wahabi Atanda Aminu vs. Maurice Goualin Ltd.

J. Martin for plaintiff

Ibekwe for defendant.

Pleadings ordered. Usual order 30 days each side.

(Sgd.) M. de Comarmond.
Senior Puisne Judge.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 4.

STATEMENT OF CLAIM IN SUIT No. 639/1953

No. 4.

IN THE SUPREME COURT OF NIGERIA In the Lagos Judicial Division.

Statement of Claim in Suit No. 639/1953, 15th March 1954

WAHABI ATANDA AMINU ... Plaintiff

v.

MAURICE GOUALIN LTD. ... Defendants

STATEMENT OF CLAIM

The land in dispute is a plot of land situate and being at Abule Nla Village in the Colony of Nigeria which is more particularly described and delineated in a Plan No. A21/1954 hereto annexed and thereon edged Green 10

2. The said land forms portion of a piece or parcel of land at Abule Nla Village aforesaid which was granted and conveyed to the Plaintiff in fee simple by virtue of a registered Conveyance dated the 25th June, 1953.

3. The Plaintiff and his predecessors in title have been in an uninterrupted and undisturbed possession of the said land since the year 1931 exercising rights of ownership thereon without let or hindrance. 20

4. Sometime in the year 1953, the Defendants by their agents, servants or workmen, wrongfully entered on the said land in dispute and without the knowledge and consent of the Plaintiff cleared the said land and destroyed the plants and trees growing thereon.

5. The Defendants, subsequent to the acts of trespass complained of in paragraph 4 supra, brought building material on the said land, dug foundation and commenced building operations thereon regardless of the Plaintiff's protests. 30

6. Notwithstanding several warnings to the Defendants, the Defendants refused or neglected and

still refuse or neglect to discontinue the acts of trespass herein complained of.

7. The Defendants are claiming title to the said land in dispute.

WHEREUPON the Plaintiff claims as per Writ of Summons filed in this action, viz:-

- (a) £200 damages for trespass committed.
- (b) Injunction restraining the Defendants from committing further acts of trespass.
- (c) Declaration of Title that the Plaintiff is the owner in fee simple of the said land in dispute.

DELIVERED for filing this 15th day of March, 1954.

(Sgd.) Jibril Martin.
PLAINTIFF'S SOLICITOR.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 4.

Statement of Claim in Suit No. 639/1953, 15th March 1954 - continued.

10

No. 5.

STATEMENT OF DEFENCE IN SUIT No. 639/1953

IN THE SUPREME COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION

Suit No.639 of 1953

BETWEEN :-

WAHABI ATANDA AMINU ... Plaintiff

- and -

MAURICE GOUALIN LTD. ... Defendants

No. 5.

Statement of Defence in Suit No. 639/1953, 31st March 1954

20

STATEMENT OF DEFENCE

1. The Defendants admit paragraphs 1 and 7 of the Plaintiff's Statement of Claim.

In the Supreme
Court of Nigeria
(Lagos Judicial
Division)

No. 5.

Statement of
Defence in Suit
No. 639/1953,
31st March 1954
- continued.

2. The Defendants deny each and every allegation of fact contained in paragraphs 2 and 3 of the Plaintiff's Statement of Claim and put the said Plaintiff to their very strict proof.

3. That with regard to paragraph 4 of the Plaintiff's Statement of Claim while admitting that they started the erection of a house on the land in dispute in 1953 the Defendants deny that their entry was wrongful that the consent of the Plaintiff was necessary. 10

4. That further the Defendants admit that they cleared the land but deny destroying any crops or trees or plants.

5. With regard to paragraph 5 of the Plaintiff's Statement of Claim the Defendants admit bringing building material on the land and actually building on the land but deny that there were any protests made by the Plaintiff.

6. With regard to paragraph 6 of the Plaintiff's Statement of Claim the Defendants deny any acts of trespass as contained in the said paragraph and all other allegations of fact so contained. 20

7. The Defendants say that on the 25th day of June 1952 Chief Tiamiyu Oduntan Fagbayi Oloto for and on behalf of the Oloto Chieftaincy Family did convey to Tijani Akanbi Imoru for a consideration of £150. all that piece or parcel of land lying and being at Apapa Railway Line via Desalu Street, Ebute-Metta and was witnessed by a conveyance of the same date and registered as Number 48 at page 48 in Volume 924 of the Registry. 30

8. The Defendants say that on the 27th day of August 1952 one Joshua Oladipo Oni purchased from one Tijani Akanbi Imoru for a consideration of £150. All that Piece or Parcel of Land situate lying and being near Desalu Street, Ebute-Metta and was witnessed by a Conveyance of that date and Registered as Number 37 at page 37 in Volume 933 of the Lands Registry, Lagos.

9. That on the 31st day of December, 1952 Joshua Oladipo Oni sold and conveyed the land aforementioned to the defendants for a consideration of £220. and was witnessed by a Conveyance of same date and registered as No. 56 at page 56 in Volume 943 of the Lands Registry, Lagos. 40

10. The Defendants aver that neither the Plaintiff nor his predecessors in title have any title to the said land.

In the Supreme Court of Nigeria (Lagos Judicial Division)

11. The Defendants further state that paragraph 3 of the Plaintiff's Claim is vague and should be struck out in so far as the Plaintiff does not state whether his claim is a fee simple or by Native Law and Custom.

No. 5.

Statement of Defence in Suit No. 639/1953, 31st March 1954 - continued.

Dated at Lagos this 31st day of March, 1954.

10

(Sgd.) J.I.C. Taylor.
Defendants' Solicitor.

No. 6.

No. 6.

PARTICULARS OF CLAIM IN SUIT No. 641/1953

Particulars of Claim in Suit No. 641/1953, 10th December 1953.

IN THE SUPREME COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION.

BETWEEN -

WAHABI ATANDA AMINU ... Plaintiff
- and -
BATHOLOMEW KOOVI de SOUZA ... Defendant

20

The Plaintiff's claims are for (1) the sum of £200 being damages for trespass committed by the Defendant, his agents or servants by unlawfully entering the Plaintiff's land situate and being at Abule Nla Village, Ebute Metta in the mainland of Lagos in the Colony of Nigeria and also by wrongfully commencing building operation thereon; (2) An Injunction restraining the Defendant, his agents or servants from continuing further acts of trespass on the said land; and (3) Declaration of Title that the Plaintiff is the owner of the said land

30

In the Supreme
Court of Nigeria
(Lagos Judicial
Division)

No. 6.

Particulars of
Claim in Suit
No. 641/1953,
10th December
1953 - continued.

situate and being at Abule Nla Village, Ebute Metta
aforesaid.

Annual value £10.

DATED at Lagos this 10th day of December, 1953

(Sgd.) Jibril Martin,
PLAINTIFF'S SOLICITOR.

PLAINTIFF'S ADDRESS: C/o 149, Bamgbose Street, Lagos.

DEFENDANT'S ADDRESS: C/o Messrs. Maurice Goualin
Limited,
7, Labinjoh Street, Lagos. 10

Summons £10. - . -
Ser. etc. 3. -
 £10. 3. - Paid

C.R. No.169923/145/10.12.53 (Intld) A.R.K.

No. 7.

Writ of Summons
in Suit No. 641/
1953,
16th December
1953.

No. 7.

WRIT OF SUMMONS IN SUIT No.641/1953

Between WAHABI ATANDA AMINU ... Plaintiff,
and BATHOLOMEW KOOVI DE SOUZA Defendant.

To BATHOLOMEW KOOVI DE SOUZA

of C/o Messrs. Maurice Goualin Limited, 7, Labinjoh
Street, Lagos. 20

You are hereby commanded in His Majesty's name
to attend this court at Tinubu Square, Lagos on
Monday the 15th day of February 1954 at 9 o'clock
in the forenoon to answer a suit by WAHABI ATANDA
AMINU of C/o 149, Bamgbose Street, Lagos against
you.

The Plaintiff's claims are for (1) the sum of
£200 being damages for trespass committed by the

Defendant his agents or servants by unlawfully entering the Plaintiff's land situate and being at Abule Nla Village, Ebute Metta in the mainland of Lagos in the Colony of Nigeria and also by wrongfully commencing building operation thereon; (2) An Injunction restraining the Defendant, his agents or Servants from continuing further acts of trespass on the said land and (3) Declaration of Title that the Plaintiff is the owner of the said land situate and being at Abule Nla Village, Ebute Metta aforesaid.

10

Annual value £10.

Issued at Lagos the 16th day of December 1953.

	£. s. d	
Summons	10. - . -	
Service	- . 3. -	(Sgd.) O. Jibowu.
Mileage		Puisne Judge.
	<u>10. 3. -</u>	(Intld) S.O. A.R.K.

Pd. On C.R. No.169923/145 of 10.12.53.

20 TAKE NOTICE:- That if you fail to attend at the hearing of the suit or at any continuation or adjournment thereof, the Court may allow the Plaintiff to proceed to judgment and execution.

No. 8.

ORDER FOR PLEADINGS IN SUIT No. 641/1953

IN THE SUPREME COURT OF NIGERIA.
IN THE LAGOS JUDICIAL DIVISION

Friday the 12th day of February, 1954,
Before The Honourable
Mr. Justice Myles John Abbott,
Puisne Judge.

30

Wahabi Atanda Aminu vs. Batholomew Koovi de Souza.
J. Martin for plaintiff.

Miss Rhode for Taylor for defendant.

Statement of Claim 30 days with plan

Statement of Defence within 30 days of service of
Statement of Claim and plan on defendant.

(Sgd.) M.J. Abbott.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 7.

Writ of Summons in Suit No. 641/1953,
16th December 1953 - continued.

No. 8.

Order for Pleadings in Suit No. 641/1953,
12th February 1954.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 9.

STATEMENT OF CLAIM IN SUIT No.641/1953

No. 9.

IN THE SUPREME COURT OF NIGERIA. IN THE LAGOS JUDICIAL DIVISION.

Statement of Claim in Suit No. 641/1953, 15th March 1954.

SUIT No.641 of 1953.

WAHABI ATANDA AMINU ... Plaintiff

v.

BATHOLOMEW KOOVI de SOUZA Defendant

STATEMENT OF CLAIM

The land in dispute is a plot of land situate and being at Abule Nla Village in the Colony of Nigeria which is more particularly described and delineated in a Plan No. A22/1954 hereto annexed and thereon edged Green. 10

2. The said land forms portion of a piece or parcel of land at Abule Nla Village aforesaid which was granted and conveyed to the Plaintiff in fee simple by virtue of a registered Conveyance dated the 25th June, 1953.

3. The plaintiff and his predecessors in title have successively been in an uninterrupted and undisturbed possession of the said land since the year 1931 exercising rights of ownership thereon without let or hindrance. 20

4. Sometime in the year 1953, the Defendant and his agents, servants or workmen, wrongfully entered on the said land in dispute and without the knowledge and consent of the Plaintiff cleared the said land and destroyed the plants and trees growing thereon. 30

5. The Defendant, subsequent to the acts of trespass complained of in paragraph 4 supra, brought building material on the said land, dug foundation and commenced building operations thereon regardless of the Plaintiff's protests.

6. In spite of several warnings given to the

Defendant, the Defendant refused or neglected and still refuses or neglects to discontinue the said acts of trespass herein complained of.

7. The Defendant is claiming title to the said land in dispute.

WHEREUPON the Plaintiff claims as per Writ of Summons filed in this action, viz:-

- (a) £200 damages for trespass committed.
- (b) Injunction restraining the Defendants from committing further acts of trespass.
- (c) Declaration of Title that the Plaintiff is the owner in fee simple of the said land in dispute.

DELIVERED for filing this 15th day of March, 1954.

(Sgd.) Jibril Martin.
PLAINTIFF'S SOLICITOR.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 9.

Statement of Claim in Suit No. 641/1953, 15th March 1954 - continued.

10

No. 10.

STATEMENT OF DEFENCE IN SUIT No. 641/1953

IN THE SUPREME COURT OF NIGERIA
IN THE LAGOS JUDICIAL DIVISION

Suit No. 641 of 1953

Between:-

WAHABI ATANDA AMINU ... PLAINTIFF

- and -

BATHOLOMEW KOOVI de SOUZA .. DEFENDANT

STATEMENT OF DEFENCE

1. The Defendant admits paragraphs 1 and 7 of the Plaintiff's Statement of Claim.

No. 10.

Statement of Defence in Suit No. 641/1953, 2nd April 1954.

20

In the Supreme
Court of Nigeria
(Lagos Judicial
Division)

No. 10.

Statement of
Defence in Suit
No. 641/1953,
2nd April 1954
- continued.

2. The Defendant denies each and every allegation of fact contained in paragraphs 2 and 3 of the Plaintiff's Statement of Claim and puts the said Plaintiff to their very strict proof.

3. That with regard to paragraph 4 of the Plaintiff's Statement of Claim while admitting that the erection of a house on the land in dispute was begun in 1953 deny that his entry was wrongful and that the consent of the Plaintiff was necessary.

4. That further the Defendant admits that they cleared the land but denies destroying any crops or trees or plants. 10

5. With regard to paragraph 5 of the Plaintiff's Statement of Claim the Defendant admits that building materials were brought on the land and that a building was erected on the Land but denies that there were any protests made by the Plaintiff.

6. With regard to paragraph 6 of the Plaintiff's Statement the Defendant denies any acts of trespass as contained in the said paragraph and all other allegations of fact so contained. 20

7. The Defendant says that on the 25th day of June 1952 Chief Tiamiyu Oduntan Fagbayi Oloto for and on behalf of the Oloto Chieftaincy Family did convey to Tijani Akanbi Imoru for a consideration of £150. all that piece or parcel of land lying and being at Apapa Railway Line via Desalu Street, Ebute-Metta and was witnessed by a conveyance of the same date and registered as Number 48 at page 48 in Volume 924 of the Registry. 30

8. The Defendant says that on the 27th day of August 1952 one Joshua Oladipo Oni purchased from one Tijani Akanbi Imoru for a consideration of £150 All that Piece or Parcel of Land situate lying and being near Desalu Street, Abute-Metta and was witnessed by a Conveyance of that date and Registered as Number 37 at page 37 in Volume 933 of the Lands Registry, Lagos.

9. That on the 31st day of December 1952 Joshua Oladipo Oni sold and conveyed the land aforementioned to Maurice Goualin Limited for a consideration of £220. and was witnessed by a Conveyance of same date and registered as No. 56 at page 56 in Volume 943 of the Lands Registry, Lagos. 40

10. That on the 13th day of April, 1953 the aforesaid Maurice Goualin Ltd. conveyed the portion in

dispute to the defendant for a consideration of £110. as witnessed by a Conveyance of that date and registered as No. 19 at page 19 in Volume 956 of the Lands Registry Lagos.

In the Supreme Court of Nigeria (Lagos Judicial Division)

11. The Defendant avers that neither the Plaintiff nor his predecessors in title have any title to the said Land.

No. 10.

12. The Defendant further states that paragraph 3 of the Plaintiff's Claim is vague and should be struck out in so far as the Plaintiff does not state whether his claim is a fee simple or by Native Law and Custom.

Statement of Defence in Suit No. 641/1953, 2nd April 1954 - continued.

10

Dated at Lagos this 2nd day of April, 1954.

(Sgd.) J.I.C. Taylor.
Defendant's Solicitor.

No. 11.

No. 11.

ORDER FOR CONSOLIDATION

Order for consolidation, 12th April 1954.

BEFORE THE HONOURABLE
MR. JUSTICE MYLES JOHN ABBOTT,
PUISNE JUDGE

20

MONDAY THE 12th DAY OF APRIL, 1954.

641/53: W.A. Aminu Versus B. Koovi de Souza.

Jibril Martins for plaintiff.

Miss Rhodes for Taylor for defendant.

Martins 639/53 is in respect of same land same plaintiff different defendant.

Order: Actions 641/53 and 639/53 to be consolidated. There will be full discovery before hearing.

Hearing 18 and 19/5/54.

30

(Sgd.) M.J. Abbott.

In the Supreme
Court of Nigeria
(Lagos Judicial
Division)

No. 12.

NOTES OF PROCEEDINGS

No. 12.

TUESDAY THE 18th DAY OF MAY, 1954.

Notes of
Proceedings,
18th May 1954.

639/53: W.A. Aminu vs. M. Goualin Ltd.

641/53: W.A. Aminu vs. B.K. de Souza.

J. Martin for Plaintiffs.

Taylor and Miss Rhodes for Defendants.

Miss Rhodes: I ask that paragraph 3 of writ endorsement be struck out in both cases. This is vague - does not say if Plaintiff is claiming as fee simple owner or by Native Law and Custom. 10

Without calling upon J. Martin, I overrule this objection. I cannot see that the plaintiff is obliged to say in his writ whether he claims as fee simple owner or by Native Law and Custom. In these two cases the Statement of Claim makes this point perfectly clear.

(Sgd.) M.J. Abbott.

J. Martin: My witnesses or some of them are not here. I only applied for subpoenas on 13.5.54 - 5 days ago. My principal witness is ill. He promised to send a medical certificate. (He has not done so. (Intld) M.J.A.) I have sent plaintiff to find other witnesses and he is not back yet. 20

Plaintiff's
Evidence.

No. 13.

EVIDENCE OF EMANUEL LADIPO ADEBIYI FRANCIS.

No. 13.

E.L.A. Francis,
Examination.

Sworn. Pensioner of Otta. In 1931 I was a Licensed Auctioneer. In 1931 I was entrusted with sale of a large tract of land at Abule Nla Road Ebute Metta. I was then living at Ebute Metta. Irving and Bonnar told me to sell on behalf of Scottish Mortgaged 30

Trust Company. I advertised the sale. This Exhibit A is a copy of advertisement. At sale land was sold in 3 lots. I produce Counterfoil of receipt for purchase money of lot 3 at that sale showing lot 3 was sold to M.A. Adewunmi.

In the Supreme Court of Nigeria (Lagos Judicial Division)

CROSS-EXAMINED

Plaintiff's Evidence.

I was an auctioneer since 1927. I think I am a prudent person. I saw the mortgage mentioned in Exhibit A. I inspected the land before the sale. There was nobody on the land then. No caretaker. Sale took place on 27.7.31 - as per Exhibit A.

No. 13.

10

E.L.A. Francis, Examination - continued.

Purchaser of lot 3 did not pay until later.

I know nothing about land having originally belonged to Oloto family and having been sold to one Imoru in 1927 and of Imoru having been in possession from that date.

Cross-examination.

RE-EXAMINED

Re-examination

At time I advertised sale, nobody raised any objection.

20

BY COURT

By Court

I posted at least 6 copies on the land itself.

No. 14.

No. 14.

EVIDENCE OF ADELUPO OGUMOKUN

A. Ogumokun, Examination.

30

Sworn, 7 Massey Square Lagos, Subcontractor. I know land in dispute. Mrs. Moore entrusted adjoining land to me in 1935. Then land in dispute was owned by Oshiro. Whenever I went to Mrs. Moore's land I used to see him on land in dispute, supervising the clearing of it. Land entrusted to me by Mrs. Moore was all plotted out and sold by me. I know nothing of any claim by Oloto family to Mrs. Moore's land or to land in dispute. During plotting of Mrs. Moore's land I made a road which ran alongside land in dispute. (N.B. This road is not shown on the

In the Supreme Court of Nigeria (Lagos Judicial Division)

plan (Intld) M.J.A.). I sold a portion of Mrs. Moore's land to plaintiff. That portion is between land in dispute and proposed road.

CROSS-EXAMINED

Plaintiff's Evidence.

I now say I saw Oshire on the land in dispute in 1949.

No. 14.

I don't know who was on the land between 1935 and 1949.

A. Ogumokun, Examination - continued.

I know Oloto family owned a large area of land in neighbourhood of land in dispute.

10

Cross-examination.

I never saw anybody on the land in dispute between 1935 and 1949. I say land in dispute was still thick bush in 1949. I am not an auctioneer. I am a sub-contractor under Public Works Department to supply building materials. In 1935 I was a clerk under United Africa Company. I retired from that job in 1950. Mrs. Moore was my aunt-in-law - so she entrusted land to me.

Re-examination

RE-EXAMINATION

None.

20

No. 15.

No. 15.

E.O. Aiyede, Examination.

EVIDENCE OF EMANUEL OKE AIYEDE

Sworn. Licensed Surveyor of 10 Abeokuta Street, Ebute Metta. I received instructions to prepare a plan of certain land near Abule Nla Village. This Exhibit C is one of the plans I prepared as a result (Plan from file of suit 639/53 (Intld) M.J.A.) This Exhibit D is the other plan I prepared (Plan from file of Suit 641/53 (Intld) M.J.A.) I put in the various colours from the 6 deeds which I was shown. These Exhibits E, F, G, H, J and K are the six deeds (admitted for identification only).

30

Exhibit E. Mortgage of 29.5.23

" F. Conveyance of 25.6.52

Exhibit G.	Conveyance	27.8.52
" H.	Conveyance	1.12.52
" J.	Conveyance	13.4.53
" K.	Conveyance	25.6.53

In the Supreme Court of Nigeria (Lagos Judicial Division)

Plaintiff's Evidence.

I prepared this plan Exhibit L. in 1951 for one Oshire.

No. 15.

The area edged pink on Exhibit L is the same as the area edged crimson on Exhibits C and D.

10 Exhibits C and D are not identical. The colourings within the areas edged purple (which are identical on Exhibits C and D) are different on Exhibits C and D. Exhibit F relates to portion edged yellow on Exhibits C and D. This portion is within area edged pink on Exhibit L.

E.O. Aiyede, Examination - continued.

Pillars marked on Exhibit L 'TT' are my own pillars. "TT" is mark allotted to me by Survey Department.

My pillars are shown on plan on Exhibit F - some of them - not all. Nos. 42, 44 and 45 are shown.

20 (At this point I ask Jibril Martin to go forth. He is taking what seems an interminable time to ask questions. By his answer he has evidently not properly prepared his case (Intld) M.J.A.)

30 (J. Martin here wishes to put to witness another deed from which he is supposed to have prepared Exhibits C and D. I inform him he may not do so, because the witness said he saw six deeds and has already identified six. J. Martin admits he has taken no proof from this witness and does not know what he is going to say or what he wants to ask him. (Intld) M.J.A.)

CROSS-EXAMINED

Cross-examination.

Now I say that the land in dispute, purported to be shown by green edging on Exhibit C is in fact delineated by the pink edging on the S.E. by the black line marked 102'2" on the S.W. by the strip of white containing 32'5" on the N.W. and by the boundary between the two plots on the N.E.

I know Oloto family own a large area of land in the neighbourhood.

40

RE-EXAMINATION

Re-examination.

None.

In the Supreme
Court of Nigeria
(Lagos Judicial
Division)

BY COURT

Measurements of land in dispute are
65'0" x 102'2" x 64'9" x 103'2"

Plaintiff's
Evidence.

No. 15.

E.O. Aiyede,
Examination -
continued.

Land in dispute is bounded on S.E. by pink edging.
On S.W. by line between Q. A. 2600 and Q.A. 2601.
On N.W. by line between Q. A. 2601 and Q.A. 2602
On N.E. by line between Q. A. 2602 and print edging - See Exhibit C and Exhibit D.

By Court.

No. 16.

W.A. Aminu,
Examination.

No. 16.

EVIDENCE OF WAHABI ATANDA AMINU

Sworn 17 Tokunboh Street, Lagos. Trader. I know 10
the land in dispute.

The land belongs to me. I bought it from one Oshire.
Exhibit K is the conveyance to me. Exhibit E is
referred to in Exhibit K.

When I bought the land I was put in possession.
When I went on the land before I bought it I found
nobody there.

After I bought the land Goualin's labourers came
on the land. So did Da Souza. They were clearing
the land. 20

It was then thick bush - in 1953 one year ago.

I saw Goualin's clerk Mr. Souza. I saw him on the
land.

I told labourers and Souza to stop operations be-
cause it was my land.

After that Souza came to my house and asked me to
see Goualin. I refused.

They did not stop operations. I consulted my
solicitors.

Goualin and Souza started building on land in dis- 30
pute.

The walls had reached about 5 feet in height when I began this action. When I began the action they stopped work.

I did not know the surveyor Plaintiff Witness 3 my land I showed him Exhibit K and Exhibit L.

I am claiming £200 damages from each defendant.

I obtained Exhibits F, G, H, and J. I produce them.

In the Supreme Court of Nigeria (Lagos Judicial Division)

Plaintiff's Evidence.

No. 16.

CROSS-EXAMINED

I searched at Lands Office before I bought.

10 I have never heard of Glover Settlement Ordinance.

W.A. Aminu, Examination - continued.

Cross-examination.

RE-EXAMINATION

None.

Re-examination

BY COURT

By Court

I got Exhibits F, G, H and J because the defendants had started occupying my land. I went to the Lands Office, made searches and found them. I bought on 25.6.53.

20 I searched in 1951 so I did not then find Exhibits F, G, H, and J. I agree I made no searches between 1951 and 1953.

No. 17.

No. 17.

FURTHER NOTES OF PROCEEDINGS

Further Notes of Proceedings, 18th May 1954.

Jibril Martin says he has only 4 more witnesses to call. Asks adjournment.

- (1) Adewunmi - to say he bought in 1931 and sold to Oshire.
- (2) Child of Oshire - to say what their father was doing on the land.
- (3) Bashonu - to say he also bought from Oshire.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 17.

Further Notes of Proceedings, 18th May 1954 - continued.

(4) Agbola - to say when Oshire bought.

"I don't know what Adewunmi can say. The other witnesses are not here because they were subpoenaed too late. Mr. Adewunmi is sick but has sent no medical certificate".

Miss Rhodes - I oppose this application.

J. Martin is not fully prepared with his case. He should not have further time to do this.

DECISION: With regard to the witness Adewunmi, Mr. Jibril Martin admits he does not know what he can say so he also does not know if his evidence will be valuable or even relevant. Regarding the other three witnesses Mr. Jibril Martin admits he applied for subpoenas too late. Had application been made at the proper time the witnesses doubtless would have been here. In these circumstances, the application for adjournment must be refused.

10

(Sgd.) M.J. Abbott.

On reconsideration I decide to grant an adjournment to 19.5.54 in the first place on the following terms:-

20

(1) all absent witnesses except Adewunmi will appear here at 9 a.m.

(2) Mr. Jibril Martin will at the same hour produce a medical certificate signed by a Government Medical Practitioner as to illness of Adewunmi and its probable duration

(3) Mr. Jibril Martin will before the same hour pay to defendant solicitors out of his own pocket the sum of £10.10. 0 costs.

30

(Sgd.) M.J. Abbott.

No. 18.

Notes of Proceedings, 19th May 1954.

No. 18.

NOTES OF PROCEEDINGS

WEDNESDAY THE 19th DAY OF MAY, 1954

639/53 W.A. Aminu vs. Maurice Goualin Ltd.

641/53 W.A. Aminu vs. B.K. de Souza.

Counsel as before.

J. Martin - The three witnesses are here but I

have not brought the Certificate from Government Medical Officer because he refused to issue one as witness is not a Government Official and a private doctor has already issued a Certificate. Costs have been paid.

In the Supreme Court of Nigeria (Lagos Judicial Division)

Adjourned later in the day.

(Sgd.) M.J. Abbott.

No. 18.

Notes of Proceedings, 19th May 1954 - continued.

No. 19.

EVIDENCE OF ABSALAU AYINDE BASHORUN

Plaintiff's Evidence (contd.)

No. 19.

10 Sworn. Civil Servant - Marine Department of 13 Patey Street Lagos. I know land in dispute. Plaintiff owns it. I know this of my own knowledge. I was present when Plaintiff negotiated for the land and I bought from Oshire land adjoining plaintiff's land. I bought the S.W. portion of the land edged red on Exhibit F from children of Oshire. I have a conveyance. I produce it Exhibit M. Oloto people never disturbed me nor did anyone else. I have a notice board on the land.

A.A. Bashorun, Examination.

20 I have cleared the land occasionally.

CROSS-EXAMINED

Cross-examination.

Plaintiff negotiated for land in June 1953. I don't know that Oloto family owned a large area of land in the neighbourhood.

RE-EXAMINATION

Re-examination.

None.

In the Supreme
Court of Nigeria
(Lagos Judicial
Division)

No. 20.

EVIDENCE OF BOLAJOKO BANDELE OSHIRE
(female).

Plaintiff's
Evidence.

No. 20.

B.B. Oshire,
Examination.

Sworn. 3 Shofuntere Street Ebute Metta. Trader.
I know the land in dispute. My father was former
owner.

He bought it with Adewunmi from Irving and Bonnar.
My father is dead. I can't read. My father made
round niches on the land. He erected no building.
He planted yam and maize. We stopped doing this
when neighbours stopped us reaping the crops. We
don't know who they were but they used to steal
the crops. We have kolanut and mango trees on
the land. My father died 6.4.51. We sold some
pieces of land. One piece sold to Plaintiff Wit-
ness 5.

10

We sold land in dispute to Plaintiff.
Nobody ever disturbed us on the land.

Cross-
examination.

CROSS-EXAMINED.

My father and Adewunmi bought the land jointly.
I don't know when that was. I don't know when the
yams and maize were planted. It was more than 15
years ago. I don't know dimensions of land sold
to plaintiff. I know nothing about Oloto fami-
ly owning a lot of land in the neighbourhood until
my father died. Now I say I heard nothing after
he died (I am satisfied this woman is now lying,
having given her penultimate answer by mistake and
then having realised what she had said. (Intld.)
M.J.A.).

20

30

Re-examination.

RE-EXAMINATION

None.

No. 21.

FURTHER NOTES OF PROCEEDINGS

Jibril Martin now asks adjournment to call one more witness - Adewunmi, who is said to be sick.

Adjourned 2.6.54

(Sgd.) M.J. Abbott.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 21.

Further Notes of Proceedings, 19th May 1954.

No. 22.

NOTES OF PROCEEDINGS

WEDNESDAY THE 2nd DAY OF JUNE, 1954.

10 639/53 Wahabi Aminu Vs. Maurice Goualin Ltd.

J. Martin and Dabiri for plaintiff.

Miss Rhodes for defendant.

J. Martin I ask further adjournment. My witness is still sick. See medical certificate from Igbobi Hospital.

Miss Rhodes I do not oppose.

20 Order. Adjournment granted to 8.6.54 but no longer. Witness must be here then even if he has to be brought here and given a seat in Court. Defendants must have £3.3.0 costs of today.

(Sgd.) M.J. Abbott.

No. 22.

Notes of Proceedings, 2nd June 1954.

No. 23.

NOTES OF PROCEEDINGS

TUESDAY THE 8th DAY OF JUNE, 1954.

639/53 Wahabi Atanda Aminu vs. M. Goualin Ltd. & Anor.

J. Martin for plaintiff.

Miss Rhodes for defendant.

No. 23.

Notes of Proceedings, 8th June 1954.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 24.

EVIDENCE OF JOSEPH MICHAEL OBAFEMI ADEWUNMI

Plaintiff's Evidence (contd.)

No. 24.

J.M.O. Adewunmi, Examination.

Sworn.57, Kadara Street, Ebute Metta. Government Pensioner. I know the land at Abule Nla Village - the land in dispute. I have seen Exhibit A before. It relates to sale of that land in three plots. I know something about plot No. 3. I bought it at the auction and paid the purchase price. I took possession, cleared the land, and grew corn. Before I cleared the land there were palm trees being tapped. The tappers paid rent to me. They were tapping already when I bought the land. I bought from Mortgagees. Exhibit A contains all information I got about the land.

10

I sold the plot to Oshire about 1932. Oshire was a friend of mine.

Cross-examination

CROSS-EXAMINED

When I bought the land in 1931 it was thick bush. I cleared the land and cultivated the land by planting and reaping corn before I sold to Oshire. I deny Oloto family owned a large area of land in neighbourhood of land in dispute.

20

Re-examination

RE-EXAMINED

Oloto family never disturbed me.

J. Martin seeks to put in a letter from him by defendants dated 14.10.53.

Miss Rhodes admits and produces it. It is admitted with evidence as Exhibit N.

(Sgd.) M.J. Abbott.

Case for Plaintiff.

30

No. 25.

EVIDENCE OF MAURICE GOUALIN

In the Supreme
Court of Nigeria
(Lagos Judicial
Division)

Sworn 7, Labinjoh Street, Lagos. Company Director
of defendant Company.

Defendants'
Evidence.

I know land in dispute. There are now two adjacent
plots.

No. 25.

Defendant Company bought them as one plot from one
Oni.

M. Goualin,
Examination.

10 Defendant Company divided the one plot into two and
sold one to defendant in Suit 641/53 (hereinafter
called the defendant). I got a conveyance from Oni.
I produce it. Exhibit O.

Oni also gave me this conveyance to him. I produce
it Exhibit P. and this conveyance by Oloto family
Exhibit Q.

As soon as defendant Company bought the land, it
was cleared. Defendant Company as I say sold one
of the plots to defendant. I produce conveyance
to him Exhibit R.

20 I inspected land before I bought it. It was then
thick bush. I found nobody in possession or claim-
ing the land.

I asked my solicitor to make searches and investi-
gate title. As a result of what he told me I pro-
ceeded with the purchase.

30 Defendant Company then began building one bungalow
on each plot. Then plaintiff's solicitor wrote
Exhibit N to defendant Company. I tried to get in
touch with plaintiff but was unsuccessful and then
I got a summons.

CROSS-EXAMINED

Cross-
examination.

I handed Exhibit N to my solicitor. I did not per-
sonally investigate the title. I have heard of
Oloto Chieftaincy land. I live near this land in
dispute. I have never bought land direct from
Oloto family.

I have been in Lagos over 20 years. I did not know
Imodu personally. After getting Exhibit N I con-
tinued building on the land.

40 I began clearing the land in January, 1953. Exhibit
N was the first intimation I had of the interest of
the plaintiff.

RE-EXAMINATION.

Re-examination.

None.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 26.

EVIDENCE OF BATHOLOMEW KOOVI DE SOUZA.

Defendants' Evidence

No. 26.

B.K. de Souza, Examination.

Sworn. 57, Ademuyiwa Street, Ebute Metta. Clerk in Goualin Limited. I am defendant in Suit 641/53. I know land in dispute. I own it. I bought it from Goualin Limited. Exhibit R is my conveyance. I saw the land before Goualin bought it. Then I saw treestumps and grass on it. No sign of farming or cultivation.

Cross-examination.

CROSS-EXAMINED

10

I did not investigate title. There were small palm trees on the land. They were cut down before the building began.

Re-examination

RE-EXAMINATION

None.

Case for defence.

No. 27.

No. 27.

Addresses by Counsel, 8th June 1954.

ADDRESSES BY COUNSEL

Miss Rhodes addresses Court.

Exhibit K dated 26.6.53.

20

Exhibit R dated 13.4.53. and registered 23.5.53.

All defendant's documents of title registered before plaintiff bought. Plaintiff made no proper investigation of title.

Exhibit Q - recitals. Glover Settlement Ordinance.

Exhibit Q not challenged at all - Therefore it must be accepted.

Defendant's title goes back much further than that of plaintiff.

Plaintiff's earliest title document is Exhibit B.

30

No dimensions of land edged green on Exhibits C and D.

Evidence on plaintiff's behalf does not support Statement of Claim.

If plaintiff has not proved he has better title, to show he can succeed in trespass, he must show he was actually in possession.

Exhibit Q recites possession of Imodu.

10 Plaintiff's witnesses do not agree about state of land.

They should not be believed.

J. Martin addresses Court.

Recital in Exhibit E cannot be challenged because Exhibit E more than 20 years old.

Land comprised in Exhibit M and land in dispute belonged to same person.

Plaintiff case rests on Exhibit E, Exhibit L, Exhibit M. I question Exhibit F.

No representative of Oloto family gave evidence.

20 Adjourned for judgment to 14.6.54.

(Sgd.) M.J. Abbott.

No. 28.

JUDGMENT OF MR. JUSTICE ABBOTT

These are two consolidated suits, the plaintiffs being the same in each case and the issues the same. The defendant in Suit 641/53 is a purchaser from the defendant in Suit 639/53, of part of the land acquired by the last named defendant.

30 The claim in each case is for (1) £200 damages for trespass (2) Injunction to restrain further trespass and (3) Declaration of Title.

This is yet another of these cases where each of two different persons holds what appears at first sight to be a valid conveyance of the same

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 27.

Addresses by Counsel, 8th June 1954 - continued.

No. 28.

Judgment of Mr. Justice Abbott, 14th June 1954.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 28.

Judgment of Mr. Justice Abbott, 14th June 1954 - continued.

piece of land, but, of course, as in all claims of this sort, I must be satisfied before dealing with the defence that the Plaintiff has proved his case.

The plaintiff bases his title on the following documents:-

Date	Parties	Nature of Document
29.5.23	Desalu (1) Scottish &c. Mortgage Co. Ltd. (2)	Mortgage Ex. "E",
25.6.53	Scottish &c. Mortgage Co. Ltd. (1) Adewunmi (2) Oshire & Ors (3) Plaintiff (4)	Conveyance Ex. "K"

10

It seems reasonably plain from an examination of the plans on Exhibits E and K that they both deal with an area of land which includes that in dispute.

Part at least of the property comprised in Exhibit E was sold by the mortgagees by auction in 1931 and it was then that Adewunmi bought but no conveyance was executed until Exhibit K and after there had been some sub-sales.

It is on Exhibits E and K that the plaintiff bases his title.

Unfortunately for him Exhibit K is defective because it is not duly executed. It is not executed by Abiola Oshire one of the heirs-at-law of the sub-purchaser from Adewunmi who bought at the auction sale.

That means that there is an outstanding equitable interest in Abiola Oshire, and it would be impossible for the plaintiff to pass a clean title to a purchaser from him. The plaintiff's title is defective and the defect is not cured by the registration of Exhibit K. Moreover, as Miss Rhodes, for the defendant, correctly pointed out, all the defendants' documents of title were registered before the plaintiff took his conveyance and, therefore, had the plaintiff made proper searches at the proper time, he would have discovered the defendants' documents of title registered against part of the land comprised in Exhibit K.

40

Miss Rhodes also points out that Exhibits C and D show no dimensions of the land edged green and referred to in the Statements of Claim, but it is now known from the evidence that this is due to the self-confessed incompetence of the surveyor. It is evident what he intended to show, and that he showed something different is due to his not knowing how to draw a plan.

10 In all the circumstances, I hold that the plaintiff has not proved his claim to a declaration of title. He also asks, in each of the two consolidated cases, for £200 damages for trespass. Trespass being an offence against possession, the plaintiff must in order to succeed under this head, satisfy me that he was in possession at the time of the alleged trespass. The evidence given by him and on his behalf does not so satisfy me. Therefore I reject his claim for damages for trespass also and it follows from that that he cannot
20 have the injunction either.

In the events, then, this action is dismissed in toto and the plaintiff must pay £26. 5. 0 costs to the defendant in each case to include disbursements.

(Sgd.) M.J. Abbott.
PUISNE JUDGE.

In the Supreme Court of Nigeria (Lagos Judicial Division)

No. 28.

Judgment of Mr. Justice Abbott, 14th June 1954 - continued.

In the West
African Court
of Appeal

No. 29.

NOTICE AND GROUNDS OF APPEAL

No. 29.

Notice and
Grounds of Appeal,
30th July 1954.

SUIT No. 639 of 1953

WAHABI ATANDA AMINU ... Plaintiff

versus

MAURICE GOUALIN LTD. ... Defendants

A N D

SUIT No. 641 of 1953

WAHABI ATANDA AMINU ... Plaintiff

versus

BATHOLOMEW KOOVI de SOUZA .. Defendant

10

TAKE NOTICE that the Plaintiff being dissatisfied with the decision of the Supreme Court of Nigeria (Lagos Judicial Division) contained in the judgment of the Honourable Mr. Justice Myles John Abbott dated the 14th day of June, 1954 doth hereby appeal to the West African Court of Appeal upon the grounds set out in paragraph 3 and will at the hearing of the appeal seek the relief set out in paragraph 4.

20

And the Appellant further states that the names and addresses of the persons directly affected by the appeal are those set out in paragraph 5.

2. Part of decision of the Lower Court complained of:

Whole decision.

3. Grounds of Appeal:

(1) The learned Judge was wrong in law and in fact in dismissing the Plaintiff's claim for declaration on the ground that the Conveyance (Exhibit K) was defective in that it was not executed by Abiola Oshire one of the heirs-at-law of the sub-purchaser from Adewumi and also that all the defendants' documents of title were registered before the Plaintiff's Conveyance (Exhibit K).

30

(2) The learned Judge erred in law and in fact in dismissing also the Plaintiff's claim for damage for trespass and injunction.

In the West African Court of Appeal

(3) The judgment is against the weight of evidence.

No. 29.

4. Relief sought from the West African Court of Appeal:

Notice and Grounds of Appeal, 30th July 1954 - continued.

10

That the said judgment be set aside and judgment entered for the Plaintiff on his claims as per Writ of Summons; and/or for such order or further order as the justice of the case may require.

5. Persons directly affected by the Appeal:

(1) MAURICE GOUALIN, 7, Labinjoh Street, Lagos.

(2) BATHOLOMEW KOOVI de SOUZA, 7, Labinjoh Street, Lagos.

20

DATED this 30th day of July, 1954.

(Sgd.) Jibril Martin.
APPELLANT'S SOLICITOR.

REMI Chambers,
149, Bangbose Street,
LAGOS, NIGERIA.

N/Appeal	£5. - . -
Ser. etc.	- . 3. -
Mlg.	- . 2.10
	<hr/>
	£5. 5.10d

30 £5.-- Pd on CR.No.16166/37 of 30/7/54 (Intld) S.O.
5.10 Pd on CR.No.16590/668 of 30/7/54 (Intld) S.O.

In the Federal
Supreme Court of
Nigeria

No. 30.

NOTES OF FEDERAL CHIEF JUSTICE OF HEARING.

No. 30.

TUESDAY THE 22nd DAY OF MAY 1956.

Notes of Federal
Chief Justice of
Hearing,
22nd May 1956.

BEFORE THEIR LORDSHIPS

SIR STAFFORD FOSTER SUTTON, FEDERAL CHIEF JUSTICE
SIR JOHN VERITY, ACTING FEDERAL JUSTICE
WILLIAM HENRY IRWIN ACTING FEDERAL JUSTICE

W.A.C.A.77/1955.

Wahabi Atanda Aminu Appellant

versus

B.K. de Souza Respondent

Mr. J. Martin for Appellant

No appearance on behalf of Respondent.

10

Martin:

Appeal from a Judgment of Abbott J.

Action for (1) Declaration of Title (2) Trespass
and (3) Injunction.

Mr. L.V. Davis now appears for Respondent

Reads Judgment

Says "K" was executed by Abiola Oshire -
Note We compare signature of person signing as
Second witness on "K" with signature purporting to
be that of Abiola Oshire on exhibit "M" - and it
is clearly not the same signature.

20

Sgd. S.F.S. F.C.J.

Martin - Claim for declaration was rejected
on account of non-execution of "K" by Abiola
Oshire.

"E" - Mortgage Adeoye Desalu to Scottish
Nigerian Mortgage & Trust Co. Ltd. They then had
the legal estate - and they transferred it to
plaintiff.

30

Refers to Halsbury Vol. 1 p.419. Submits that
Abiola Oshire need not have been a party to the
conveyance.

Submits - as against defendant in any event had a good title.

Exhibit "C" portion of land edged yellow conveyed in 1952 by Oloto grantor Moses Oni Ajayi to Imoru - Exhibit "F".

10 de Souza acquired - through "G" "H" "J" - all deal with same area edged brown - which is de Souza's claim within the area. "G" & "H" deal with area edged purple - de Souza's brown area is shown on Exhibit "D". These were registered before "K".

They all purported to derive their title from Chief Oloto.

Exhibit "F" purports to confirm a grant or sale in the year 1927. That is 4 years after the whole area on "C" edged in red had been mortgaged to the Scottish Nigeria Trust Co.

Submits Recording not conclusive where as here the root of title not the same.

20 Dimensions of green area, shown on "C" & "D" perfectly clear.

Possession - evidence of Oshire p. 22 and Adewunmi p.24. Trial Judge does not say he does not believe them - not satisfied - whole case fought on question of title.

Area in dispute here is whole area edged purple on "C" & "D".

Davis:

30 Execution of "K" - No recital that vendor requested to execute deed. Was necessary here for him to sign.

Area - draws attention to evidence p. 17 line 32.

Possession - says not sufficient evidence.

Agrees that plaintiff could have compelled the execution of a conveyance.

5 W.A.C.A.166 claim based on legal estate.

Laryea versus U.A.C.

Martin: Nothing to add.

40 Counsel agree that we should assess nominal damages if we allow the appeal.

In the Federal
Supreme Court of
Nigeria

No. 30.

Notes of Federal
Chief Justice of
Hearing,
22nd May 1956 -
continued.

C.A.V.

Sgd. S.F.S. F.C.J.

In the Federal
Supreme Court of
Nigeria

No. 31.

JUDGMENT

No. 31.

Judgment,
Verity, Ag. F.J.
(concurrent in by
Foster Sutton,
F.C.J. and Irwin,
Ag. F.J.)
21st June 1956.

VERITY, AG. F.J. (concurrent in by Foster Sutton,
F.C.J. and Irwin, Ag. F.J.)

This is an appeal from a judgment of Abbott, J., dismissing the appellant's claims in consolidated actions in which he sought as against each defendant damages for trespass to certain land situate at Ebute Metta, an injunction and a declaration of title thereto.

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The appellant sought to trace his title to a deed of gift granted in 1896 by Simon Jacobs to Adeoye Desalu. He produced two documents: a mortgage by Desalu to the Scottish Nigerian Mortgage & Trust Company Limited in 1923 (Exhibit E) and a deed of conveyance dated 25th June, 1953, from the said Company and certain other parties to the appellant (Exhibit K). The deed of gift was not produced but its grant on the 6th August 1896 is recited in the mortgage deed of 1923 and by virtue of section 129 of the Evidence Ordinance (Cap. 63) the truth thereof is to be presumed unless there be evidence to the contrary, of which in this case there is none. The history of the land subsequent to the mortgage of 1923 is recited in the conveyance of 1953 from which it would appear that, the mortgagor having made default in repayment of the money advanced, the mortgagees in 1931 exercised their power of sale and the land in question was purchased at auction by one Adewunmi for £25. It does not appear that any conveyance was executed in completion of this sale but in December of the same year the purchaser resold to one Oshire for £50. Again no conveyance appears to have been executed and in April 1951 this second purchaser died leaving three children, his heirs at law, who in May 1951 sold to the appellant for £250. In June 1953 the deed of conveyance was executed, the mortgagees, the first purchaser, and the children of the second purchaser purporting to be parties thereto. Evidence was given at the hearing by Adewunmi himself and by one of the children of the second purchaser in confirmation of the recitals as to these sales and the conveyance was duly executed by the attorney of the mortgagees, by the

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10 first purchaser and by two of the children of the second purchaser. It appears, however, that it was not until the close of the hearing that the learned Judge upon further examination of the deed (Exhibit K) observed that it did not appear to have been in fact signed by the third of these children. Counsel for the appellant admitted at the hearing before us that in fact she had not signed the document, a fact of which he was unaware until he made enquiries after the judgment in the suit had been delivered.

The appellant gave evidence as to being put in possession and as to the respondents' entry upon the land and adduced further evidence as to possession by his predecessor in title.

20 In reply to this the respondents produced certain deeds of conveyance the earliest of which is dated 25th June, 1952, and purports to evidence a sale of the land in question by a previous head of the Oloto Chieftaincy Family to one Oni at some unspecified date in 1927. It is through Oni and a sub-purchaser Imoru that the respondents claim.

The identity of the land is evidenced by certain plans prepared by a licensed surveyor for the purposes of this action.

In his judgment the learned Judge having observed, as I have said, that Exhibit K had not been executed by one of the parties thereto, proceeded

30 "That means that there is an outstanding
"equitable interest and it would
"be impossible for the plaintiff to pass
"a clean title to a purchaser from him.
"The plaintiff's title is defective and
"the defect is not cured by registration."

Having then referred to certain other matters with which I propose to deal later, he held that the plaintiff had not proved his claim to a declaration of title.

40 In considering this aspect of the matter and more particularly in regard to the supposed "equitable interest" of the third child of the second purchaser it must be borne in mind that there is, quite apart from Exhibit K evidence of the various sales which preceded the execution or non-execution of this document, evidence upon which the court

In the Federal
Supreme Court of
Nigeria

No. 31.

Judgment,
Verity, Ag. F.J.
(concurrent in by
Foster Sutton,
F.C.J. and Irwin,
Ag. F.J.)
21st June 1956 -
continued.

In the Federal
Supreme Court of
Nigeria

No. 31.

Judgment,
Verity, Ag. F.J.
(concurring in by
Foster Sutton,
F.C.J. and Irwin,
Ag. F.J.)
21st June 1956 -
continued.

would as it stands have made the requisite orders for specific performance of the various agreements for sale coupled with the payment of purchase money and the entry into possession by the purchasers thereunder. It may be open to doubt whether or not the first and second purchasers were necessary parties to the conveyance in order to pass the legal estate from the mortgagees to the appellant, although this would be the proper conveyancing practice in view of the increases in the purchase price on each of the sales subsequent to the first. But with all due deference to the learned Judge I am unable to see what equitable interest remains in any one of the heirs of the second purchaser, who, on the contrary having agreed to sell, having received the purchase money and having put the appellant into possession are in equity bound to give him such assurance by deed as may be required to vest in him all their interest in the land whether legal or equitable.

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I am of the opinion, therefore, that unless the respondents have shown a better title the appellant should have, as against them, the declaration sought. It is clear, however, that the respondents cannot show a better title. The root of title to which they seek to trace their claim is in the Oloto Chieftaincy Family and is to be found in a bare recital in the deed of 1952 supported by no evidence, while even this recital goes no further back than an averment that the land was vested in the Family in 1927, a date four years after the mortgage of 1923 and thirty one years after the deed of gift which is the root of the appellant's claim.

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Two further observations in regard to the appellant's title were made by the learned Judge and although I remain in some uncertainty as to the weight attached by him thereto I think that I should make some comment thereon. In the first place he referred to the fact that the respondents' deeds were registered before the appellant's conveyance. Registration of the instrument under the so-called Land Registration Ordinance Cap.108 confers no title and is not concerned with the creation of priorities such as might have been the case under the Registration of Titles Ordinance Cap. 97 and I am not therefore of the opinion that any weight ought in this case to be attached to the respective dates of registration, for there is no suggestion in the evidence that the appellant's

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deed and the matters recited therein were concocted ex post facto to defeat the respondents' title.

In the Federal
Supreme Court of
Nigeria

No. 31.

Judgment,
Verity, Ag. F.J.
(concurring in by
Foster Sutton,
F.C.J. and Irwin,
Ag. F.J.)
21st June 1956 -
continued.

10 The learned Judge also commented upon certain
appearances upon the plans produced in evidence
and apparently accepted a suggestion by counsel
who appeared for the respondents in the court be-
low that the plans do not disclose the dimensions
of the parcels of land in dispute. It appears to
me that the plans comply with the accepted method
of indicating distinctive colorations in composite
plans and that no exception can reasonably be taken
to them. The distinguishing coloured verges of
conflicting claims must of necessity be indicated
one within another for they cannot be superimposed
but the effect if viewed aright cannot in my view
give rise to any confusion. In this regard I would
like to associate myself with the observation made
by the learned Chief Justice in the course of the
20 hearing of the appeal that the reflections made by
the learned Judge upon the competence of the sur-
veyor who drew the plans are entirely unjustified.

In the event therefore I am of the opinion
that the learned Judge erred in dismissing the ap-
pellant's claim for a declaration of title to which
I think the appellant was entitled upon evidence
stretching further back and more adequately docu-
mented than is indeed frequently met with in these
courts.

30 In regard to the claims for damages and an
injunction these also were dismissed on the ground
that the appellant had failed to satisfy the learn-
ed Judge that he was in possession at the time of
the alleged trespass. A distinction is to be drawn
as to the nature of the evidence which is necess-
sary to establish a claim to ownership based upon
long possession and the exercise of acts of owner-
ship and that requisite in an action of trespass
to establish possession by the owner under recent-
ly acquired title, and for the latter purpose I
40 think that in this case the learned Judge should
have been satisfied with the evidence of possess-
ion given by the appellant and his witnesses, even
though witnesses for the respondents may not upon
occasion have seen any person in actual physical
occupation of the particular part of the land upon
which they entered.

In my view the appellant established each of
his claims and I would allow the appeal setting

In the Federal
Supreme Court of
Nigeria

No. 31.

Judgment,
Verity, Ag. F.J.
(concurring in by
Foster Sutton,
F.C.J. and Irwin,
Ag. F.J.)
21st June 1956 -
continued.

aside the judgment of the court below and entering judgment therein for the plaintiff in each action for the declaration and injunction sought and for damages for trespass. Counsel on both sides at the hearing of the appeal agreed that if the appeal succeeded the appellant should be awarded nominal damages. I would fix the sum of twenty shillings in each action, the appellant to have his taxed costs in each action in the court below and his costs on this appeal fixed at £23.10. 0. against each respondent.

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(Sgd.) John Verity, Ag. F.J.

I concur. (Sgd.) S. Foster Sutton, F.C.J.

I concur. (Sgd.) W.H. Irwin, Ag. F.J.

No. 32.

Notes of Federal
Chief Justice of
Order,
21st June 1956.

No. 32.

NOTES OF FEDERAL CHIEF JUSTICE OF ORDER

Judgment delivered by Verity F.J.A.

Order: The appeal is allowed, and the judgment of the Court below is set aside. Judgment for the declaration of title and injunction sought in Suits No. 639/1953 and 641/1953, is entered for the plaintiff in each suit, and the sum of £1. is awarded to the plaintiff by way of damages, in each of such Suits, against each defendant. The plaintiff to have his costs to be taxed in each suit, and costs on this appeal against the respondents fixed at £23.10. 0d. each.

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21.6.56.

Sgd. S. Foster Sutton F.C.J.

No. 33.

ORDER ON JUDGMENT

Thursday the 21st day of June, 1956.

(L.S.)
Sgd. S. Foster
Sutton
FEDERAL CHIEF
JUSTICE.

In the Federal
Supreme Court of
Nigeria

No. 33.

Order on
Judgment,
21st June 1956.

10 UPON READING the Record of Appeal herein and
after hearing Mr. Jibril Martin of counsel for the
Appellant and Mr. L.V. Davis of counsel for the Res-
pondents:

IT IS ORDERED that this appeal be allowed and
that the judgment of the Court below be set aside:

20 AND IT IS FURTHER ORDERED that judgment for
the declaration of title and injunction sought in
Suits Nos. 639/1953 and 641/1953 be entered for the
Plaintiff in each suit, and the Plaintiff is award-
ed the sum of £1 by way of damages in each of such
suits, against each Defendant:

AND THAT the Defendants do pay to the Plaintiff
costs in each suit, to be taxed:

AND THAT each Respondent do pay to the Appell-
ant costs on the appeal fixed at £23.10. 0.

Sgd. S.A. Samuel
ACTING CHIEF REGISTRAR

No. 34.

NOTICE OF MOTION FOR CONDITIONAL LEAVE TO APPEAL

30 TAKE NOTICE that this Honourable Court will be
moved on the 1st day of August 1956, at 9 o'clock
in the forenoon or so soon thereafter as Counsel
for Applicants can be heard for an Order:-

1. granting conditional leave to the Appli-
cants herein to appeal to Her Majesty in

No. 34.

Notice of
Motion for
conditional
leave to appeal,
23rd July 1956.

In the Federal
Supreme Court of
Nigeria

No. 34.

Notice of
Motion for
conditional
leave to appeal,
23rd July 1956 -
continued.

Council against the Judgment of this Honour-
able Court given in this matter on the 21st
day of June, 1956.

2. granting stay of execution of the said judg-
ment in so far as it relates to trespass,
injunction and Declaration of Title, pend-
ing the determination of the appeal to be
lodged.

3. granting such further Order or Orders as
this Honourable Court may deem fit to make
in the circumstances. 10

Dated at Lagos this 23rd day of July, 1956.

(Sgd.) L.V. Davis

Solicitor to the Applicants.

No. 35.

Notes of Acting
Federal Chief
Justice of
Hearing,
1st August 1956.

No. 35.

NOTES OF ACTING FEDERAL CHIEF
JUSTICE OF HEARING

WEDNESDAY THE 1st DAY OF AUGUST, 1956

BEFORE HIS LORDSHIP
OLUMUYIWA JIBOWU, ACTING FEDERAL CHIEF JUSTICE 20
SITTING AS A SINGLE JUDGE.

W.A.C.A.77/1955

1. Maurice Goualin)
2. B.K. de Souza) Applicants

versus

Wahabi Atanda Aminu Respondent

Motion for conditional leave to appeal to Her
Majesty in Council.

L.V. Davies for Applicants.

Jubril Martin for respondent, raises the question of 30
the value of the land at the time the matter came
to Court.

He admits that the case was fought on the footing that there was a building then about 5 ft. high.

The Court therefore asks the applicants to file further affidavit showing the value of the land and the erection on it at the time the matter came to Court.

Adjourned to the 7th August, 1956, further affidavit to be filed within 2 days.

Sgd. O. Jibowu

Ag. F.C.J.
1/8/56.

In the Federal
Supreme Court of
Nigeria

No. 35.

Notes of Acting
Federal Chief
Justice of
Hearing,
1st August 1956
- continued.

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No. 36.

NOTES OF ACTING FEDERAL CHIEF
JUSTICE OF FURTHER HEARING

No. 36.

Notes of Acting
Federal Chief
Justice of
Further Hearing,
7th August 1956.

Adjourned Motion

L.V. Davis for applicants

Jibril Martin for respondent

20

Supplementary affidavits have been filed; they show that the land in dispute with the building on it at the time the action was taken was worth more than £500.

Jibril Martin says he has nothing to say.

There can be no doubt that at the time action was taken on this matter there were two houses in course of erection and each house was then 5 ft. high.

The Court is satisfied that the value of the land with the buildings on it was worth more than £500 at the time this matter came to Court.

30

IT IS ORDERED that the Appellants be at liberty to appeal to Her Majesty in Council from the Judgment of this Court dated the 21st day of June 1956, upon fulfilment within 3 months from the date hereof of the following conditions, namely:-

In the Federal
Supreme Court of
Nigeria

No. 36.

Notes of Acting
Federal Chief
Justice of
Further Hearing,
7th August 1956 -
continued.

1. That the Appellants do enter into good and sufficient security to the satisfaction of the Court in the sum of £500 for the due prosecution of the appeal and the payment of all such costs as may become payable to the Respondent in the event of the Appellants not obtaining an order granting them final leave to appeal, or of the appeal being dismissed for non-prosecution, or of Her Majesty in Council ordering the Appellants to pay the Respondent's costs of the appeal (as the case may be): 10
2. That the Appellants do deposit in Court the sum of £50 for the preparation of the Record of Appeal and do take all necessary steps for the purpose of procuring the preparation of the record and the despatch thereof to England:

AND THAT the cost of this application, to be taxed, shall abide the result of the appeal to Her Majesty in Council. 20

Sgd. O. Jibowu

Ag. F.C.J.
7.8.56

No. 37.

No. 37.

Order on Motion,
7th August 1956.

ORDER ON MOTION

Application for an order for conditional leave to appeal to Her Majesty's Privy Council.

Tuesday the 7th day of August, 1956.

UPON READING the application herein and the affidavits sworn to on the 23rd day of July and 3rd day of August, 1956, filed by the Applicants, and after hearing Mr. L.V. Davis of counsel for the Applicants and Mr. Jibril Martin of counsel for the Respondent: 30

IT IS ORDERED that the Applicants be at liberty to appeal to Her Majesty in Council from the judgment of this Court dated the 21st day of June, 1956, upon fulfilment within 3 months from the date hereof of the following conditions, namely :-

In the Federal
Supreme Court of
Nigeria

No. 37.

Order on Motion,
7th August 1956
- continued.

10

1. That the Appellants do enter into good and sufficient security to the satisfaction of the Court in the sum of £500 for the due prosecution of the appeal and the payment of all such costs as may become payable to the Respondent in the event of the Appellants not obtaining an order granting them final leave to appeal, or of the appeal being dismissed for non-prosecution, or of Her Majesty in Council ordering the Appellants to pay the Respondent's costs of the appeal (as the case may be):

20

2. That the Appellants do deposit in Court the sum of £50 for the preparation of the Record of Appeal and do take all necessary steps for the purpose of procuring the preparation of the Record and the despatch thereof to England:

AND THAT the costs of this application, to be taxed, shall abide the result of the appeal to Her Majesty in Council.

(Sgd.) S.A. Samuel
ACTING CHIEF REGISTRAR.

(Sgd. in margin) O. Jibowu
ACTING FEDERAL CHIEF JUSTICE.

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No. 38.

No. 38.

NOTICE OF MOTION FOR FINAL LEAVE TO APPEAL

Notice of Motion
for final leave
to appeal,
30th October
1956.

TAKE NOTICE that this Honourable Court will be moved on the 7th day of November 1956, at 9 o'clock in the forenoon or so soon thereafter as Counsel for Applicants can be heard for an Order granting Leave to the Applicants to appeal to Her Majesty in Council against the decision of this

In the Federal
Supreme Court of
Nigeria

No. 38.

Notice of Motion
for final leave
to appeal,
30th October
1956 - continued.

Honourable Court in this Appeal dated the 21st of June, 1956, and for such further Order or Orders as this Honourable Court may deem fit to make in the circumstances.

Dated at Lagos this 30th day of October, 1956.

Sgd. L.V. Davies
Solicitor to the Applicants

On Notice to:

Wahabi Atanda Aminu,
c/o His Solicitor,
Alhadji Jibril Martin,
149 Bamgbose Street, Lagos.

10

No. 39.

Affidavit in
support of
Motion,
30th October
1956.

No. 39.

AFFIDAVIT IN SUPPORT OF MOTION

We, Maurice Goualin, Managing Director of Maurice Goualin Ltd. of Apapa Road, Ebute Metta, French, and Batholomew de Souza of No. 106 Apapa Road, Ebute Metta, a native of French Dahomey, clerk, make oath and say as follows:-

1. That the Appeal before this Court was disposed of on the 21st day of June, 1956. 20
2. That being dis-satisfied with the decision of the Court, we applied for Conditional Leave to appeal to Her Majesty in Council.
3. That on the 7th day of August, 1956, Conditional Leave to appeal to Her Majesty in Council was granted by this Honourable Court.
4. That the conditions imposed were:-
 - (a) That we do enter into good and sufficient security to the satisfaction of the Court in the sum of £500.0.0. (Five hundred pounds) for due prosecution of the Appeal, and the 30

payment of all such costs as may become payable to Wahabi Atanda Aminu in the event of our not obtaining an Order granting us final leave to appeal or of the Appeal being dismissed for non-prosecution, or of Her Majesty in Council ordering us to pay the costs of Wahabi Atanda Aminu in the Appeal (as the case may be).

In the Federal
Supreme Court of
Nigeria

No. 39.

Affidavit in
support of
Motion,
30th October
1956 - continued

- 10 (b) That we should deposit the sum of £50.0.0 (fifty pounds) for the preparation of the Record of Appeal and that we should take all necessary steps for the purpose of procuring the preparation of the Record and the despatch thereof to England.
- 5. That we have entered into Bond in the sum of £500.0.0 with two Sureties approved by this Honourable Court and we have deposited the sum of £50.0.0 in compliance with the Order of the Court.
- 20 6. That we shall take all necessary steps for the purpose of procuring the preparation of the Record and the despatch thereof to England.
- 7. That we shall duly prosecute the Appeal.
- 8. That the conditions were complied with within 3 months from the 7th of August, 1956.

30 Sworn to in the Registry)
of the Federal Supreme) (1) Sgd. M. Goualin
Court by each of the)
deponents herein this) (2) Sgd. K. de Souza
30th day of October, 1956)

Before me,

Sgd. E.O.H. Okwusogu
COMMISSIONER FOR OATHS



In the Federal
Supreme Court of
Nigeria

No. 40.

NOTES OF HEARING OF MOTION

No. 40.

Notes of Hear-
ing of Motion,
7th November
1956.

WEDNESDAY THE 7th DAY OF NOVEMBER, 1956
BEFORE HIS LORDSHIP
OLUMUYIWA JIBOWU, AG: FEDERAL CHIEF JUSTICE
SITTING AS A SINGLE JUDGE

W.A.C.A.77/1955

Maurice Goualin Ltd.)
and Batholomew de Souza) Applicants

vs.

Wahabi Atanda Aminu Respondent

10

Motion for order for final leave to appeal to
Her Majesty in Council.

L.V. Davis moves for Applicants.

Mrs. Ashodi, holding Jibril Martin's brief
does not oppose.

Final leave to appeal is granted.

(Sgd.) O. Jibowu
Ag. F.C.J.

No. 41.

Order on Motion,
7th November
1956.

No. 41.

ORDER ON MOTION

20

Wednesday the 7th day of November, 1956.

UPON READING the application herein and the
affidavit sworn to on the 30th day of October, 1956,
filed by the Appellants, and after hearing Mr. L.V.
Davis counsel for the Appellants and Mrs. B. Oshodi
counsel for the Respondent:

IT IS ORDER that Final Leave to appeal to Her
Majesty's Privy Council from the judgment of the
Court dated 21st June, 1956, be and is hereby
granted.

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(Sgd.) S.A. Samuel
ACTING CHIEF REGISTRAR

(Sgd. in margin) O. Jibowu
ACTING CHIEF JUSTICE OF THE FEDERATION

E X H I B I T SExhibits"A" - ADVERTISEMENT NOTICE

"A" -
 Advertisement
 Notice,
 17th July 1931

THREE (3) LOTS OF
 LANDED PROPERTY

At Abule-Nla, Ebute Metta, opposite The Railway Line
 to Apapa, a very Good Locality,
 (Especially for poultry Farming.)
 =====

The undersigned has been honoured with instructions by
 THE MORTGAGEES

10 The Scottish Nigerian Mortgage and Trust Coy., Ltd.
 Marina, Lagos

TO SELL AND WILL SELL BY PUBLIC AUCTION

On Monday afternoon the 27th day of July, 1931,
 at 4.30 o'clock p.m. on the spot.

20 All that most desirable piece or parcel of
 land, situate, lying, and being at Abule-Nla, ad-
 joining the Properties of Our Townsmen Hon: E.O.
 Moore, Mr. S. Green & others = A health Resort
 suitable for both Poultry and Farming purposes, to
 be sold in three convenient lots as follows:-

1st Lot:-	4.	7	Acres.	More	or	Less
2nd "	4.	6	"	"	"	"
3rd "	1.	19	"	"	"	"

Covered by Deed of Mortgage dated 29th May 1923,
 Registered as No.110 Page 468 volume 167.

TITLE INDISPUTABLE

CONDITIONS OF SALE:-

1. The sale will be subject to a right for the Seller or his Agent to bid.
- 30 2. The highest bidder shall be the purchaser.
3. Upon the fall of the hammer the purchaser shall sign the Auctioneer's Book.

Exhibits"A" -

Advertisement
Notice,
17th July 1931
- continued.

4. A deposit of 25 per cent of the purchase money to be paid within twenty-four hours after sale and the balance within 30 DAYS.
5. No bid shall be retracted.
6. In default of payment of the purchase money, the property will be resold privately or publicly at the risk of the purchaser and any deficiency with expenses attending such resale, will be made good by the defaulter and deposit forfeited.
7. Deed of Conveyance at purchaser's expense.
8. The Auctioneer is not responsible for possession.
9. The signature of a purchaser for a property in any place other than on the spot of sale is equally binding with all the condition of the notice of sale as if signed on the spot of sale.
10. Further conditions, if any, will be notified at the sale.
11. The minimum at a bid shall be £2
12. The sale is subject to a "Reserve Price", and if the "Reserve Price" is not obtained, the hammer will go down on the highest bid, but subject to the Approval of the Mortgagees.

10

20

E.L.A. FRANCIS
LICENSED AUCTIONEER AND APPRAISER.

THE HOPE RISING MART
17, Glover Street, Ebute Metta.

17th July 1931.

THE HOPE RISING PRINTING PRESS LAGOS.

30

"B" - COUNTERFOIL OF RECEIPT No. 6.

Exhibits

No.....6

13th August, 1931.

"B" -

Counterfoil of
Receipt No. 6,
13th August 1931.

E. L. A. FRANCIS,

Auctioneer & Appraiser

Received fromMr. M. O. Adewunmi.....
the sum ofTwenty Five..... pounds
.....nil..... shillings andnil..... pence
being payment offull purchased.....
for lot no 3 Abule nla opposite Rly line
Apapa.....

10

£ : s. d.

E. L. Ade F.

"E" - DEED OF MORTGAGE

"E" -

Deed of Mortgage,
29th May 1923.

THIS IS TO CERTIFY that the within is a true
and correct copy of a DEED OF MORTGAGE dated the
29th day of May, 1923 and registered as No. 110 at
Page 468 in Volume 167 of the Register of Deeds
kept in the Lands Registry at Lagos, Nigeria.

(Sgd.) J.J. Hunter.
Deputy Registrar,
26th November, 1953.

20

REGISTRY OF DEEDS
LAGOS NIGERIA.
(Intld) ?

<u>Exhibits</u> "E" - Deed of Mortgage, 29th May 1923 - continued.	No. 110 Mortgage	Volume 167 Izamoju Iyasere 23/6/53	468 10 Folios @ 2/- £1 Plan attached <u>15/-</u> £1.15/-	
	Nigeria 7 Jun 1923 Ten shillings Stamp Duties	Nigeria 7 Jun 1923 Ten shillings Stamp Duties		10
<hr/> Adeoye Desalu to The Scottish Nigerian Mortgage & Trust Co. Ltd. <hr/>				
				20
				30
				40

THIS INDENTURE made the 29th day of May 1923
 Between Adeoye Desalu of Abule Nla Ebute Metta
 Lagos Nigeria Trader (hereinafter called the Bor-
 rower) of the one part and The Scottish Nigerian
 Mortgage and Trust Company Limited a Company incor-
 porated in the United Kingdom and having its regis-
 tered Office at No. 4 Albyn Place Edinburgh Scotland
 (hereinafter called the Company) of the other part

WHEREAS the Borrower is seised in fee simple in
 possession free from incumbrances of the several
 freehold hereditaments hereinafter described and
 expressed to be hereby conveyed AND WHEREAS the
 Company have agreed to advance to the Borrower the
 sum of Four hundred (£400.0.0) Pounds Sterling
 upon having the repayment thereof with interest
 thereon as hereinafter mentioned secured in manner
 hereinafter expressed

NOW THIS INDENTURE WITNESSETH and it is hereby
 agreed and declared as follows:-

1. In pursuance of the said agreement and in con-
 sideration of the sum of £400.0.0 now paid to the
 Borrower by the Company (the receipt of which sum
 the Borrower hereby acknowledges) the Borrower here-
 by covenants with the Company to pay to the Company
 on the 30th day of June next the sum of £400. 0. 0
 with interest thereon from the date hereof at the
 rate of Fifteen Pounds per centum per annum AND
 ALSO so long as any principal money remains due

under these presents after the said 30th day of June next to pay to the Company interest thereon at the rate aforesaid by quarterly payments.

Exhibits

"E" -

Deed of Mortgage,
29th May 1923 -
continued.

2. For the consideration aforesaid the Borrower as Beneficial Owner hereby grants and conveys unto the Company ALL THOSE three pieces of land Firstly All that piece of land covered by Deed of Gift dated the 6th day of August 1896 from Simon Jacobs to the Borrower situated at Abule Nla Ebute Metta Lagos Nigeria with the messuage and other buildings thereon Secondly, All that piece of land covered by registered Deed of Gift No. 53 Page 170 Volume 31 dated the 19th day of July 1897 from Simon Jacobs to the Borrower and situated at Victoria Road Lagos Nigeria with the messuage and other buildings thereon known as No. 55 Victoria Road Lagos and more particularly delineated with their respective dimensions and abuttals on the Plans marked A and B respectively drawn on these presents and thereon coloured yellow and Thirdly All that piece of land covered by registered Conveyance No. 79 Page 323 Volume 158 dated the 20th day of July 1922 from Chief Ajayi Oloto to the Borrower situated at Apapa Road Ebute Metta Lagos Nigeria with the messuage and other buildings thereon and more particularly delineated with its dimensions and abuttals on the Plan coloured Pink drawn on the said Registered Conveyance of the 20th day of July 1922 To hold unto and to the use of the Company their successors and assigns in fee simple Subject to the proviso for redemption following (namely) that if the Borrower or the persons deriving title under him shall pay to the Company on the 30th day of June next the sum of £400. 0. 0. with interest thereon from the date hereof at the rate of £15 per centum per annum then the premises hereinbefore conveyed shall at the request and cost of the Borrower or the persons deriving title under him be duly reconveyed to him or them.

3. The Borrower hereby covenants with the Company that so long as any money remains due under these presents the Borrower or the persons deriving title under him will repair and keep in good repair all buildings upon the premises hereby conveyed and will insure and keep insured in some Insurance Office approved by the Company all the said buildings against loss or damage by fire in the joint names of the Borrower and the Company in the sum of Four hundred (£400) Pounds Sterling at least and will punctually pay every sum from time to time

Exhibits

"E" -

Deed of Mortgage,
29th May 1923 -
continued.

payable for keeping in force such Insurance and will forthwith deliver to the Company the Policy or Policies of Insurance and also when required will deliver to them the receipt for every sum payable as aforesaid

4. The Borrower or any person deriving title under him shall not except with the consent in writing of the Company or the persons for the time being deriving title under them exercise the powers of leasing or agreeing to lease conferred by the Conveyancing Act 1881 on a Mortgagor while in possession. 10

5. The power of sale conferred on Mortgagees by the Conveyancing Act 1881 shall take effect as regards these presents as if section twenty had been omitted from that Act but the said power shall not be exercised unless default is made in payment as hereinbefore provided of any instalment of principal or interest for one calendar month after a notice in writing demanding payment thereof signed by the Company or their Solicitor shall have been given to the Borrower or to one of his executors or administrators or left at his usual or last known place of abode or business or left upon or affixed to some part of the mortgaged premises or unless there shall have been a breach of any obligation statutory or otherwise binding on the Borrower or of any of the covenants whether express or implied herein contained and on his part to be observed and performed (other than the foregoing covenants for payment of the principal money and interest hereby secured) In Witness whereof the said parties hereto have hereunto set their hands and seals the day and year first above written. 20 30

(Sgd.) A. Desalu (L.S.)

Signed sealed and delivered
by the above named Adeoye
Desalu in the presence of

(Sgd.) C.A. Phillips

127 Bamgbose Street

Lagos Law Clerk. 40

PLAN

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The within instrument is in the opinion of the Commissioners of Stamp Duties chargeable with a duty of £1. 0. 0. and the duty thereon has been assessed accordingly.

(Sgd.) G.G. Harris 6/6/23
Commissioner of Stamp Duties.

Exhibits

"E" -

Deed of Mortgage,
29th May 1923 -
continued.

10 This Instrument was proved before me by the Oath of Theophilus Afolorunso Sadiku within named at 11.2 o'clock in the forenoon this 12th day of June, 1923.

(Sgd.) G.G. Harris
Deputy Registrar.

Registry of Deeds
Lagos Nigeria.

Entered

(Sgd.) D.L. Morgan.
18.6.23

(Sgd.) D. Ola Alibi
26.6.23.

20 (Sgd.) G.G. Harris
Checked
Deputy Registrar.

See Conveyance d/d 25/6/53 & regd. as 11/11/966

See Conveyance d/d 13/8/31 & regd. as No.15 at page 15 in Vol.320 in respect of 55 Victoria Road, Lagos.

See Conveyance d/d 6/10/31 & regd. as No.19 at page 19 in Vol.324 in respect of 121, Apapa Rd. E.B. Lagos.

30 See Conveyance d/d 13/7/32 & regd. as No.8 at page 8 in Vol.340 in respect of piece of land at Abule Nla.

See Conveyance d/d 27/12/47 & regd. as No.56 at page 56 in Vol.770 in respect of piece of land at Abule Nla.

See Conveyance d/d 27/10/51 & regd. as No.3 at page 3 in Vol.917 in respect of piece of land at Abule Nla.

Exhibits

"F" - DEED OF CONVEYANCE

"F" -

Deed of Convey-
ance,
25th June 1952.

THIS IS TO CERTIFY that the within is a true and correct copy of a DEED OF CONVEYANCE dated the 25th day of June, 1952 and registered as No. 48 at Page 48 in Volume 924 of the Register of Deeds kept in the Lands Registry at Lagos, Nigeria.

(Sgd.) J.J. Hunter.
Deputy Registrar,
18th November, 1953.

REGISTRY OF DEEDS
LAGOS NIGERIA.
(Intld) ?

10

No.48 VOLUME 924 PAGE 48

B 12	NO.4	7 folios @ 2/- each	14/-
		Plan	<u>7/6</u>
			<u>21/6</u>

(Intld) ?
10/12/53

THIS INDENTURE made the 25th day of June 1952 BETWEEN CHIEF TIAMIYU ODUNTAN FAGBAYI OLOTO the Present Head of Oloto Chieftaincy Family of 3, Oto Palace Road (hereinafter called "the Grantor") OF THE FIRST PART, MOSES ONI AJAYI of 24, Thomas Street, Ebute Metta (hereinafter called "the Vendor") OF THE SECOND PART AND AMODU-TIJANI AKANBI IMORU of Eleiyele Village Yaba (hereinafter called "the Purchaser") OF THE THIRD PART:

20

WHEREAS the hereditaments hereinafter described and intended to be hereby granted and assured for an estate of inheritance forms part and portion of a LARGE AREA of land originally seised of and possessed by OLOTO CHIEFTAINCY FAMILY otherwise called "TITLE LAND"

30

AND WHEREAS the said hereditaments were sold in 1927 to the Vendor by the late Chief OMIDIJI OLOTO during his life for a valuable consideration but there was no deed of Conveyance made and executed in favour of the said Vendor: AND WHEREAS the Vendor had since been in peaceful possession of the said hereditaments AND WHEREAS the Vendor

40

has agreed to sell and did sell absolutely to the Purchaser by Private Treaty the said hereditaments for the price or sum of £150. 0. 0. (One hundred and Fifty Pounds) Sterling AND WHEREAS in order to perfect the said sale the Purchaser has requested the Grantor to join the Vendor in the execution of these presents in his favour and the Grantor agreed to do so in the manner hereinafter appearing :-

Exhibits

"F" -

Deed of Convey-
ance,
25th June 1952
- continued.

10 NOW THIS INDENTURE WITNESSETH that in pursu-
ance of such agreement and in consideration of the
said sum of £150.0.0d (One Hundred and Fifty Pounds)
paid by the Purchaser as Purchase Money to the
Vendor (the receipt of which sum the Vendor hereby
acknowledges) the Grantor as Present Titular Head
of the Family and as Legal representative hereby
grants and confirm and the Vendor as BENEFICIAL
OWNER hereby gives and convey UNTO the Purchaser
his heirs and assigns all that piece or parcel of
20 land situate lying and being at Apapa Railway Line
Via Desalu Street, Ebute Metta in the mainland of
Lagos, Colony of Nigeria which is more particular-
ly described and delineated with its dimensions
and abuttals on the plan shown at the foot of these
presents and thereon edged CRIMSON TO HOLD and TO
HAVE the same UNTO and TO THE USE of the Purchaser
his heirs and assigns in fee simple free from all
claims and demands whatsoever

30 IN WITNESS WHEREOF the parties hereto have
hereunto set their hands and seals the day and
year first above written

SIGNED SEALED AND DELIVERED)
by the within-named Grantor) (Sgd.) Chief T.O.
CHIEF TLAMIYU ODUNTAN) Fagbayi Oloto
FAGBAYI OLOTO in the pres-) (L.S.)
ence of :-)

(Sgd.) S.O. Ajala

Occupation : Civil Servant,

Address : 8, Moloney Street,

40 25/6/52.

Exhibits

"F" -

Deed of Convey-
ance,
25th June 1952
- continued.

SIGNED SEALED AND DELIVERED)
by the within-named Vendor) (Sgd.) M.O. Ajayi
MOSES ONI AJAYI in the) (L.S.)
presence of)

(Sgd.) D.A.S. Martins

Occupation : Clerk

Address : 33, Odejayi Crescent
Idi-Oro

NIGERIA
ONE POUND
STAMP DUTY
28/6/52

NIGERIA
TEN SHILLINGS
STAMP DUTY
28/6/52

11980

10

B 13750
27 JUN 1952

THE WITHIN INSTRUMENT IS IN THE
OPINION OF THE COMMISSIONERS OF
STAMP DUTIES CHARGEABLE WITH A
DUTY OF One Pound Ten Shillings (£1.10/-)
AND THE DUTY THEREON HAS BEEN ASSESSED
ACCORDINGLY.

(Sgd.) E. Harding

20

27/6/52

COMMISSIONER OF STAMP DUTIES

See Conveyance d/d 27/8/52 & regd as 37/37/933
" " " 27/8/52 " regd as 31/31/935
See Conveyance d/d 20/12/52 & regd as 37/37/943
See Conveyance d/d 20/12/52 & regd as 36/36/943
Portion conveyed by deed d/d 22/4/53 & regd. as
19/19/959.

PLAN PLAN PLAN

30

D.R.R. No.46345/1661 of 14/7/52 for £1

THIS INSTRUMENT WAS DELIVERED
TO ME FOR REGISTRATION BY
S.A. Thomas, Solicitor
OF 5, Alfa Tairu Lane, Lagos
AT 9.20 o'clock in the forenoon
THIS 14th DAY OF JULY, 1952.

(Sgd.) J.J. HUNTER
DEPUTY REGISTRAR

THIS INSTRUMENT IS REGISTERED AS NO.48
AT PAGE 48 IN VOLUME 924 OF THE LANDS
REGISTRY IN THE OFFICE AT LAGOS

40

(Sgd.) J.J. HUNTER
DEPUTY REGISTRAR.

CERTIFIED TRUE COPY

(Sgd.) J.J. Hunter
DEPUTY REGISTRAR.

Exhibits

"G" -

Deed of
Conveyance,
27th August 1952
- continued.

title to execute this assurance and also hereby indemnify the Purchaser against any actions damages cost and loss that may arise or may be sustained consequent upon any adverse claim for title in respect of the said hereditaments

NOW THIS INDENTURE WITNESSETH that in pursuance of Agreement and in consideration of the said sum of £150.0.0d (One hundred and fifty pounds) sterling paid as Purchase Money by the Purchaser to the Vendor before the execution of these presents (the receipt of which sum the Vendor hereby acknowledges) he the Vendor as Beneficial Owner hereby grant give assure and convey for ever unto the Purchaser his heirs executors administrators and assigns all that piece or parcel of land situate lying and being NEAR DESALU STREET Ebute Metta in the mainland of Lagos the Colony of Nigeria which is more particularly described with its dimensions and abuttals on the plan shown at the foot of these presents and thereon edged crimson TO HOLD and TO HAVE the same UNTO and TO THE USE of the Purchaser his heirs and assigns for ever absolute in possession free from all claims demands and proceedings whatsoever

10

20

IN WITNESS WHEREOF the Vendor hereto hath hereunto set his hand and seal the day and year first above written

Signed sealed and delivered)
by the within-named Vendor) (Sgd.) A.A.T. Imoru
AMODU TIJANI AKANBI IMORU) (L.S.)
in the presence of)

30

(Sgd.) S.O. Atitebi
17 Atitebi Street,
Ebute Metta.

THE WITHIN INSTRUMENT IS IN THE OPINION OF THE COMMISSIONERS OF STAMP DUTIES CHARGEABLE WITH A DUTY OF ONE POUND TEN SHILLINGS (£1.10/-) AND THE DUTY THEREON HAS BEEN ASSESSED ACCORDINGLY

40

(Sgd.) E. Harding
COMMISSIONER OF STAMP DUTIES.

Nigeria
One pound
Stamp Duty
10/9/52

Nigeria
Ten shillings
Stamp Duty
10/9/52

B 18279

16499

27 Aug 1952

See Conveyance regd. 56/56/943

Exhibits

PLAN

PLAN

PLAN

"G" -

D.R.R. No. 47114/2449 of 29/9/52 for £1

Deed of
Conveyance,
27th August 1952
- continued.

THIS INSTRUMENT WAS DELIVERED
TO ME FOR REGISTRATION BY
A.A. Taylor, Solicitor
of 9, Victoria St. Lagos
AT 8.30 O'CLOCK IN THE fore NOON
THIS 29th DAY OF SEPTEMBER, 1952

10 (Sgd.) J.J. Hunter.
DEPUTY REGISTRAR.

REGISTRY OF DEEDS
LAGOS NIGERIA.

THIS INSTRUMENT IS REGISTERED AS NO.37
AT PAGE 37 IN VOLUME 933 OF THE LANDS
REGISTRY IN THE OFFICE AT LAGOS.

(Sgd.) J.J. Hunter
Deputy Registrar.

CERTIFIED TRUE COPY

20 (Sgd.) J.J. Hunter
DEPUTY REGISTRAR.
24.2.54

"H" - DEED OF CONVEYANCE

"H" -

THIS IS TO CERTIFY that the within is a true
and correct copy of a DEED OF CONVEYANCE dated the
31st day of December, 1952, and registered as No.
56 at Page 56 in Volume 943 of the Register of
Deeds kept in the Lands Registry at Lagos, Nigeria.

Deed of
Conveyance,
31st December
1952.

30 (Sgd.) J.J. Hunter.
Deputy Registrar.
6th January, 1954.

REGISTRY OF DEEDS
LAGOS NIGERIA.
(Intld) ?

Exhibits

No. 56

VOLUME 943

PAGE 56

"H" -

8 Folios at 2s each = 16s.0d
 (Intld) J.R.N.
 10/12/53.

Deed of
 Conveyance,
 31st December
 1952 - continued.

THIS made the 31st day of December 1952
 Between JOSHUA OLADIPO ONI of Number 24, Thomas
 Street, Ebute-Metta on the mainland of Lagos in
 the Colony of Nigeria (hereinafter called "The
 Vendor") of the one part and MAURICE GOUALIN
 LIMITED of Number 7, Labinjoh Street, Lagos afore- 10
 said (hereinafter called "The Purchaser") of the
 other part

WHEREAS by virtue of an Indenture dated the
 27th day of August 1952 and Registered as Number
 37 at page 37 in Volume 933 of the Register of
 Deeds kept at the Lands Registry in the Office at
 Lagos aforesaid the hereditaments hereinafter des-
 cribed and intended to be hereby granted became
 vested in the Vendor the aforesaid JOSHUA OLADIPO
 ONI 20

AND WHEREAS the Vendor has agreed with the
 Purchaser for an absolute sale of the said here-
 ditaments and did sell the same to the Purchaser
 by Private Treaty on the 27th day of November, 1952
 for the consideration of £220. 0. 0d (Two hundred
 and Twenty Pounds) Sterling.

NOW THIS INDENTURE WITNESSETH that in pursu-
 ance of the said agreement and in consideration of
 the said sum of Two Hundred and Twenty Pounds
 (£220. 0. 0d) Sterling paid by the Purchaser to 30
 the Vendor (the receipt of which the said Vendor
 doth hereby acknowledge) The Vendor as the BENE-
 FICIAL OWNER hereby Grants Conveys unto and to
 the USE OF THE PURCHASER and the Successors in
 Title and Assigns All that piece or parcel of
 Land situate lying and being near Desalu Street,
 Ebute-Metta in the mainland of Lagos in the Colony
 of Nigeria which is particularly described with its
 dimensions and abuttals on the Plan drawn at the
 foot of the above recited Indenture and thereon 40
 Edged CRIMSON TO HOLD and to HAVE THE SAME unto
 and TO THE USE OF THE PURCHASER and the Successors
 in title and Assigns in fee simple

IN WITNESS WHEREOF the said party hereto has

hereunto set his hand and seal the day and year
first above written

Exhibits

SIGNED SEALED AND DELIVERED)
by the within-named VENDOR } (Sgd.) JOSHUA OLADIPO
in the presence of } (L.S.)

"H" -

Deed of
Conveyance,
31st December
1952 - continued

(Sgd.) Max A. Olowu,
27, Musa Olowu Alley,
Lagos. Clerk.

10 Portion conveyed by deed d/d 13/4/53 & regd. as
19/19/956.

	Nigeria		977
C 572	One Pound	Nigeria	Nigeria
	Stamp Duty	One Pound	Five Shillings
9 - JAN	2/2/53	Stamp Duty	Stamp Duty
1953		2/2/53	2/2/53

20 The within instrument is in the
Opinion of the Commissioners of
Stamp Duties Chargeable with a
Duty of Two Pounds Five Shillings
(£2.5/-) and the Duty Thereon has
been assessed accordingly.

(Sgd.) E. HARDING. 9/1/53
COMMISSIONER OF STAMP DUTIES

D.R.R. No.48640/443 of 11/2/53 for £1

THIS INSTRUMENT WAS DELIVERED TO
ME FOR REGISTRATION BY
John Taylor,
Solicitor etc.

30 OF 9, Victoria Street, Lagos
AT 9.30 O'CLOCK IN THE fore NOON
THIS 11th DAY OF February, 1953.

(Sgd.) A.J. Grace.
DEPUTY REGISTRAR.

REGISTRY OF DEEDS
NIGERIA.

THIS INSTRUMENT IS REGISTERED AS NO.56
AT PAGE 56 IN VOLUME 943 OF THE
LANDS REGISTRY IN THE OFFICE AT LAGOS.

40 (Sgd.) J.E. Ita
Asst. Deputy Registrar.

CERTIFIED TRUE COPY

(Sgd.) A.J. Grace.
DEPUTY REGISTRAR.

Exhibits"J" - DEED OF CONVEYANCE

"J" -
Deed of
Conveyance,
13th April 1953.

THIS IS TO CERTIFY that the within is a true and correct copy of a DEED OF CONVEYANCE dated the 13th day of April, 1953, and registered as No. 19 at Page 19 in Volume 956 of the Register of Deeds kept in the Lands Registry at Lagos, Nigeria.

(Sgd.) J.J. Hunter
Deputy Registrar.
6th January, 1954.

REGISTRY OF DEEDS
LAGOS NIGERIA.

10

(Intld) ?

No. 19

VOLUME 956

PAGE 19

8 Folios at 2s each = 16s. 0d
Plan = 7s. 6d
23s. 6d

(Intld) JRN
10/12/53.

THIS INDENTURE made the 13th day of April 1953 Between Maurice Goualin Limited of Number 7, Labinjoh Street in the town of Lagos in the Colony of Nigeria (hereinafter called "The Vendor") of the one part and Batholomew Koovi de Souza of Number 135, Apapa Road, Ebute-Metta, on the mainland of Lagos aforesaid, Clerk (hereinafter called "The Purchaser") of the other part

20

WHEREAS by virtue of an Indenture dated the 27th day of August 1952 and Registered as Number 37 at page 37 in Volume 933 of the Register of Deeds kept at the Lands Registry in the Office at Lagos aforesaid the hereditaments hereinafter described became vested in one Joshua Oni for the consideration therein contained

30

AND WHEREAS by virtue of an Indenture dated the 31st day of December 1952 and made between the said Joshua Oni of the one part and Maurice Goualin Limited of the other part Registered as Number 56 at page 56 in Volume 943 of the Register of Deeds kept at the Lands Registry in the Office at Lagos aforesaid the hereditaments hereinafter described and intended to be hereby granted became vested in the Vendor the aforesaid Maurice Goualin Limited

40

AND WHEREAS the Vendor has agreed with the

Exhibits

"j" -

Deed of
Conveyance,
13th April 1953
- continued.

10 Purchaser for an absolute sale of a Portion of the said hereditaments and did sell the same to the Purchaser for the sum of £110. (One Hundred and Ten Pounds) Sterling NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of £110 (One Hundred and Ten Pounds) Sterling paid by the Purchaser to the Vendor (the receipt of which the said Vendor doth hereby acknowledge) The Vendor as the Beneficial Owner hereby grants and conveys unto and to the use of the Purchaser all that portion of Land situate lying and being near Desalu Street, Ebute-Metta in the mainland of Lagos in the Colony of Nigeria which is particularly described with its dimensions and abuttals on the Plan attached to the foot of these presents and thereon Edged "R E D" To Hold and To Have the same unto and to the use of the Purchaser his heirs and assigns in fee simple

20 IN WITNESS WHEREOF the said party hereto has hereunto set their hands and seal the day and the year first above written

THE COMMON SEAL of the said)
VENDOR MAURICE GOUALIN) MAURICE GOUALIN
LIMITED was hereunto affixed) LIMITED
in the presence of :-)

(Sgd.) Maurice Goualin (Sgd.) W.H. Long
DIRECTOR AG. SECRETARY

30 C 6418 6617
13 APR 1953

Nigeria Nigeria
One Five
Pound Shillings
Stamp Duty Stamp Duty
8/5/53 8/5/53

40 The within instrument is in the Opinion of the Commissioner of Stamp Duties chargeable with a duty of One Pound Five Shillings (£1. 5/-) and the duty thereon has been assessed accordingly.

(Sgd.) E. HARDING
COMMISSIONER OF STAMP DUTIES.
13/4/53.

PLAN PLAN PLAN

Exhibits

"J" -
Deed of
Conveyance,
13th April 1953
- continued.

DRR NO. 50063/1553 of 23/5/53 for £1

THIS INSTRUMENT WAS DELIVERED
TO ME FOR REGISTRATION BY
John Taylor, Solicitor
OF 9, Victoria Street, Lagos
AT 10.00 O'CLOCK IN THE fore-NOON
THIS 23rd DAY OF May, 1953.

(Sgd.) J.J. Hunter
DEPUTY REGISTRAR.

REGISTRY OF DEEDS NIGERIA.

(Intld) ?

10

THIS INSTRUMENT IS REGISTERED AS NO.
19 AT PAGE 19 IN VOLUME 956 OF THE
LANDS REGISTRY IN THE OFFICE AT LAGOS.

(Sgd.) J.J. Hunter
Deputy Registrar.

CERTIFIED TRUE COPY

(Sgd.) J.J. Hunter
DEPUTY REGISTRAR

(Intld) ?

20

"K" -
Deed of
Conveyance,
25th June 1953.

"K" - DEED OF CONVEYANCE

NIGERIA	NIGERIA	NIGERIA	NIGERIA
FIVE	ONE	ONE	ONE
POUNDS	POUND	POUND	POUND
STAMP DUTY	STAMP DUTY	STAMP DUTY	STAMP DUTY
27/1/53	27/1/53	27/1/53	27/1/53

THIS INDENTURE made the 25th day of June 1953
BETWEEN THE SCOTTISH NIGERIA MORTGAGE AND TRUST
COMPANY LIMITED of No. 4 Albyn Palace Edinburgh
(hereinafter called "the Vendor") of the First part
MICHAEL OBAFEMI ADEWUNMI of No. 2 Strachan Street
Ebute Metta Pensioner (hereinafter called "the
First Purchaser") of the Second part BANDELE OSHIRE,
EBUN ADEYEBI OSHIRE and ABIOLA OSHIRE all of No. 3
Shofuntere Street Ebute Metta The Surviving Chil-
dren and Beneficiaries of the Estate of the late
Ezekiel Akinwande Oshire deceased (hereinafter
called "the Second Purchasers") of the Third part

30

AND WAHABI ATANDA AMINU of No. 17 Tokunboh Street Lagos Trader (hereinafter called "the Third Purchaser") of the Fourth part

Exhibits

"K" -

10 WHEREAS under and by virtue of a Deed of Gift dated the 6th day of August 1896 the said hereditaments a Portion of which is hereinafter described and expressed to be hereby Granted and Conveyed for an estate of inheritance in fee simple were conveyed by one Simeon Jacobs UNTO and TO THE USE of Adeoye Desalu his heirs and assigns in fee simple free from all incumbrances

Deed of
Conveyance,
25th June 1953
- continued.

20 AND WHEREAS by an Indenture of Mortgage dated the 29th day of May 1923 and registered as No. 110 at Page 468 in Volume 167 of the Register of Deeds kept in the Lands Registry at Lagos and made between the said Adeoye Desalu as Mortgagor on the one part and the said Vendor as Mortgagees on the other part the said Mortgagor conveyed in fee simple by way of Mortgage the said hereditaments (with other hereditaments) covered by the above recited Deed of Gift dated the 6th day of August 1896 UNTO the said Mortgagees for securing the repayment of the Principal Sum of £400 (Four hundred Pounds) Sterling with interest thereon as therein mentioned

30 AND WHEREAS the said Adeoye Desalu the Mortgagor made default in the repayment of the Principal Sum of Money as advanced to him and the Mortgagees in exercise of the Power of Sale conferred on them by the above recited Indenture of Mortgage did cause the said lands and hereditaments to be put up for sale by Public Auction held by one Mr. E.L.A. Francis a Licensed Auctioneer of No. 17 Glover Street Ebute Metta according to certain Printed Particulars of Sale and at the said sale on the 27th day of July 1931 the First Purchaser was the highest bidder and was Declared the Purchaser for the sum of £25 (Twenty five Pounds) Sterling.

40 AND WHEREAS the First Purchaser had agreed to an absolute sale to one Ezekiel Akinwande Oshire of No.3 Shofuntere Street Ebute Metta and did sell by Private Treaty the whole of the said lands and hereditaments for the like estate for the sum of £50 (Fifty Pounds) Sterling as per Receipt of Purchase dated the 23rd day of December 1931 when payment was made and possession given but no Deed of Conveyance executed to him.

AND WHEREAS the said Ezekiel Akinwande Oshire

Exhibits

"K" -

Deed of
Conveyance,
25th June 1953
- continued.

died at Ebute Metta on or about the 6th day of April 1951 leaving the Second Purchasers his Children and Heirs-at-Law him Surviving

AND WHEREAS under and by virtue of a Receipt of Purchase dated the 1st day of June 1953 the Second Purchasers had agreed to sell and did sell by Private Treaty a Portion of the said lands and hereditaments to the Third Purchaser for the like estate for the sum of £800 (Eight hundred Pounds) Sterling

10

AND WHEREAS the Vendor, the First and Second Purchasers at the request of the Third Purchaser had agreed to execute this Deed of Conveyance of the aforesaid Portion of the said lands and hereditaments to the Third Purchaser for the like estate in the manner hereinafter appearing

NOW THIS INDENTURE WITNESSETH That in pursuance of the said Agreement and in consideration of the said sum of £800 (Eight hundred Pounds) Sterling paid by the Third Purchaser to the Second Purchasers before the execution of these presents (the receipt whereof is hereby acknowledged) the said Vendor as the Mortgagees Together with the First and Second Purchasers as BENEFICIAL OWNERS Hereby Grant Convey and Confirm UNTO the Third Purchaser his heirs and assigns ALL that piece or parcel of land situate lying and being at ABULE NLA ROAD EBUTE METTA in the mainland of Lagos the Colony of Nigeria aforesaid and which is more particularly described and delineated with its dimensions and abuttals on the map or plan drawn or attached at the foot of these presents and thereon edged PINK TO HAVE and TO HOLD the same UNTO and TO THE USE of the Third Purchaser his heirs executors administrators and assigns in fee simple freed and discharged from all equity of redemption and all Claims under the above recited Deed of Mortgage

20

30

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first above written

40

(Sgd.) ?

Power of Attorney dated 2/8/1939 and registered as No. 59 at Page 59 in Volume 522.

Signed Sealed and Delivered by)
the within named Vendor The)
Scottish Nigerian Mortgage and)
Trust Company Limited by their)
Lawful Attorney in the presence)
of:-)

(L.S.)

50

(Sgd.) ?

Secretary 11/17 Tinubu Street, Lagos.

Signed Sealed and Delivered)
 by the within named Michael) (Sgd.) M.O. Adewunmi
 Obafemi Adewunmi in the) (L.S.)
 presence of :-)

Exhibits

"K" -

(Sgd.) Bashorun
 13 Patey Street, Lagos.
 (Sgd.) Thos Ade Adu

Deed of
 Conveyance,
 25th June 1953
 - continued.

10 Signed Sealed and Delivered) (Sgd.) Bandele Oshire
 by the within named Bandele) (L.S.)
 Oshire, Ebun Adeyebi Oshire) (Sgd.) Ebun Oshire
 and Abiola Oshire in the) (L.S.)
 presence of :-) (Sgd.) Abiola Oshire
 (L.S.)

140 Strachan Street E.B.

(Sgd.) ?
 3, Shofuntere Street E.B.

PLAN

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20 THE WITHIN INSTRUMENT IS IN THE
 OPINION OF THE COMMISSIONERS OF
 STAMP DUTIES CHARGEABLE WITH A
 DUTY OF Eight pounds (£8)
 AND THE DUTY THEREON HAS BEEN
 ASSESSED ACCORDINGLY

(Sgd.) ?

13 JUL 1953 COMMISSIONER OF STAMP DUTIES

DRR NO.50418/2285 of 1/8/53 for £1

30 THIS INSTRUMENT WAS DELIVERED
 TO ME FOR REGISTRATION BY
 S.A. THOMAS, Barrister & Solicitor
 OF 5, Alfa Tairu Lane, Lagos
 AT 9.00 O'CLOCK IN THE fore NOON
 THIS 1st DAY OF August 1954.

(Sgd.) J.J. Hunter.
 DEPUTY REGISTRAR.

40 THIS INSTRUMENT IS REGISTERED AS NO.
 11 AT PAGE 11 IN VOLUME 966 OF THE
 LANDS REGISTRY IN THE OFFICE AT
 LAGOS.

(Sgd.) J.J. Hunter.
 Deputy Registrar.

Exhibits"M" - DEED OF CONVEYANCE

"M" -
Deed of
Conveyance,
27th October 1951

NIGERIA
ONE POUND
STAMP DUTY
15/11/51

NIGERIA
ONE POUND
STAMP DUTY
15/11/51

NIGERIA
TEN
SHILLINGS
STAMP DUTY
15/11/51

THIS INDENTURE made the 27th day of October 1951 BETWEEN THE SCOTTISH NIGERIAN MORTGAGE AND TRUST COMPANY LIMITED of No. 4 Albyn Palace Edinburgh (hereinafter called "the Vendor") of the First part MICHAEL OBAFEMI ADEWUNMI of No. 2 Strachan Street Ebute Metta Pensioner (hereinafter called "the First Purchaser") of the second part BANDELE OSHIRE, EBUN ADEYEBI OSHIRE and ABIOLA OSHIRE all of No. 3 Shofuntere Street Ebute Metta The Surviving Children and Beneficiaries of the estate of the late Ezekiel Akinwand Oshire deceased (hereinafter called "the Second Purchasers") of the Third part AND ABDUSALAAM AYINDE BASHORUN of No. 13 Patey Street Lagos Clerk (hereinafter called "the Third Purchaser") of the Fourth part

WHEREAS under and by virtue of a Deed of Gift dated the 6th day of August 1896 the said hereditaments a portion of which is hereinafter described and expressed to be hereby Granted and Conveyed for an estate of inheritance in fee simple were conveyed by one Simeon Jacobs UNTO and TO THE USE of Adeoye Desalu his heirs and assigns in fee simple free from all incumbrances

AND WHEREAS by an Indenture of Mortgage dated the 29th day of May 1923 and registered as No. 110 at Page 468 in Volume 167 of the Register of Deeds kept in the Lands Registry at Lagos and made between Adeoye Desalu as Mortgagor on the one part and the said Vendor as Mortgagees on the other part the said Mortgagor conveyed in fee simple by way of Mortgage the said hereditaments (with other hereditaments) covered by the above recited Deed of Gift dated the 6th day of August 1896 UNTO the said Mortgagees for securing the repayment of the Principal Sum of £400 (Four hundred Pounds) Sterling with interest thereon as therein mentioned

AND WHEREAS the said Adeoye Desalu the Mortgagor made default in the repayment of the Principal Sum of Money as advanced to him and the

Exhibits

"M" -

Deed of
Conveyance,
27th October
1951 - continued.

10 Mortgagees in exercise of the Power of Sale conferred on them by the above recited Indenture of Mortgage did cause the said lands and hereditaments to be put up for sale by Public Auction held by one Mr. E.L.A. Francis a Licensed Auctioneer of No. 17 Glover Street Ebute Metta according to certain Printed Particulars of Sale and at the said sale on the 27th day of July 1931 the First Purchaser was the highest bidder and was declared the purchaser of Lot No.3 for the sum of £25 (Twenty five Pounds) Sterling.

20 AND WHEREAS the First Purchaser had agreed to an absolute sale to one Ezekiel Akinwande Oshire of No.3 Shofuntere Street Ebute Metta and did sell by Private Treaty the whole of Lot No. 3 for the like estate for the sum of £50 (Fifty pounds) Sterling as per Receipt of Purchase dated the 23rd day of December 1931 when payment was made and possession given but no Deed of Conveyance executed to him

AND WHEREAS the said Ezekiel Akinwande Oshire died at Ebute Metta on or about the 6th day of April 1951 Leaving the Second Purchasers his Children and Heirs-at-Law him Surviving

30 AND WHEREAS by virtue of a Receipt of Purchase dated the 7th day of May 1951 the Second Purchasers had agreed to sell and did sell by Private Treaty the said Portion of the said lands and hereditaments to the Third Purchaser for the like estate for the sum of £250 (Two hundred and fifty Pounds) Sterling

AND WHEREAS the Vendor, the First and Second Purchasers at the request of the Third Purchaser had agreed to execute this Deed of Conveyance of the aforesaid Portion of the said lands and hereditaments to the Third Purchaser for the like estate in the manner hereinafter appearing

40 NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of £250 (Two hundred and fifty Pounds) Sterling paid by the Third Purchaser to the Second Purchasers before the execution of these presents (the receipt whereof is hereby acknowledged) the said Vendor as the Mortgagees Together with the First and the Second Purchasers as BENEFICIAL OWNERS hereby Grant Convey and Confirm UNTO the Third Purchaser his heirs and assigns ALL that piece or

Exhibits

"M" -

Deed of
Conveyance,
27th October
1951 - continued.

parcel of land situate lying and being at ABULE
NLA ROAD EBUTE METTA in the mainland of Lagos
the Colony of Nigeria aforesaid and which is more
particularly described and delineated with its
dimensions and abuttals on the map or plan drawn
at the foot of these presents and thereon edged
PINK TO HAVE and TO HOLD the same UNTO and TO THE
USE of the Third Purchaser his heirs executors ad-
ministrators and assigns in fee simple freed and
discharged from all equity of redemption and all
Claims under the above recited Deed of Mortgage
IN WITNESS WHEREOF the said Parties hereto have
hereunto set their hands and seals the day and year
first above written

10

Signed Sealed and Delivered)
by the within named Vendor)
The Scottish Nigerian Mort-)
gage and Trust Company)
Limited by their Lawful)
Attorney in the presence of:-)

(Sgd.) J. Stanley
Hughes (L.S.)

(Sgd.) M. Obafemi Luther
Chief Clerk, Messrs. Irving
& Bonnar.

Power of Attorney
dated 2/8/1939 and
registered as No.59
at Page 59 in Vol-
ume 522.

20

Signed Seal and Delivered)
by the within named Michael)
Obafemi Adewunmi in the)
presence of :-)

(Sgd.) M.O. Adewunmi
(L.S.)

(Sgd.) Thos. Ade Adu
18/20 Catholic Mission Street,
Lagos - Clerk.

30

Signed Sealed and Delivered)
by the within named Bandele)
Oshire, Ebun Adeyebi Oshire)
and Abiola Oshire in the)
presence of :-)

(Sgd.) Bandele Oshire
(L.S.)

(Sgd.) Ebun Adeyebi
Oshire (L.S.)

(Sgd.) J.A. Agboola
140 Strachan Street E.B.
Retired Railway Offl.

(Sgd.) Abidla Oshire
(L.S.)

40

(Sgd.) Thos. Ade Adu,
18/20 Catholic Mission Street,
Lagos - Clerk.

THE WITHIN INSTRUMENT IS IN THE
OPINION OF THE COMMISSIONERS
OF STAMP DUTIES CHARGEABLE WITH
A DUTY OF Two pounds Ten
shillings (£2.10/-)
AND THE DUTY THEREON HAS BEEN
ASSESSED ACCORDINGLY
2/11/51

Exhibits

"M" -

Deed of
Conveyance,
27th October
1951 - continued.

10 (Sgd.) ?
COMMISSIONER OF STAMP DUTIES

PLAN

PLAN

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D.R.R. No.44900/2773 of 29/11/51.

THIS INSTRUMENT WAS DELIVERED TO
ME FOR REGISTRATION BY Isaac Sotire
Solicitor
OF 35, Alof Street, Lagos
AT 10.20 O'CLOCK IN THE FORENOON
THIS 29th DAY OF NOVEMBER, 1951.

20 (Sgd.) A.I. Crace.
Deputy Registrar.

REGISTRY OF DEEDS
NIGERIA.
(Intld) ?

THIS INSTRUMENT IS REGISTERED AS
NO.3 AT PAGE 3 IN VOLUME 917 OF
THE LANDS REGISTRY IN THE OFFICE
AT LAGOS.

(Sgd.) J.J. Hunter.
Deputy Registrar.

30 Receipt of Purchaser

We the undersigned, the beneficiaries of the Estate
of Mr. Ezekiel Akinwande Oshire deceased received
from Mr. A.A. Bashorun the sum of Two hundred and
fifty pounds (£250. 0.0.) for two plots of land
(50 by 200 ft.) more or less situated at Abule Nla
Village.

(Sgd.) Bandele Oshire
(Sgd.) Ebun Adeyebi Oshire
(Sgd.) Abiola Oshire

40 7/5/51.
2½d stamp affixed.

Witnesses

(Sgd.) J.A. Agboola.
(Sgd.) J.A. Akinfala.
(Sgd.) S.S. Akinfala.

7/5/51.

Exhibits

"N" - LETTER, J. MARTIN TO MAURICE GOUALIN LTD.

"N" -

TEL. 448

P.O. Box 450

Letter, J. Martin
to Maurice
Goualin Ltd.,
14th October 1953.

AL-HADJ JIBRIL MARTIN, LL.B.(LOND).
BARRISTER-AT-LAW AND SOLICITOR OF THE
SUPREME COURT OF NIGERIA.

PLEASE QUOTE
No.5917/536

REMI CHAMBERS,
149, BAMGBOSE STREET,
LAGOS, NIGERIA.

14th October, 1953.

Dear Sirs,

10

My client, Mr. W.A. Aminu of 17, Tokunboh Street, Lagos, has complained about the acts of trespass which were committed and are being committed by your agents, servants and workmen at your instance on his land at Abule Nla Road, Ebute Metta.

2. Your men were first found on the land at the early part of September last clearing the land after removing the signboards on the land and in spite of my client's repeated warnings they still remain on the land and commenced digging operation

20

TAKE NOTICE that unless you desist from committing further acts of trespass and pay compensation for the wilful and wrongful damages done to the land, my instructions are to institute legal proceedings against you without further notice.

Yours faithfully,

(Sgd.) Jibril Martin.

Messrs. MAURICE GOUALIN LTD.,
7, Labinjoh Street,
Lagos.

30

"O" - DEED OF CONVEYANCEExhibits

9 - JAN 1953

977

NIGERIA	NIGERIA	NIGERIA
ONE	ONE	FIVE
POUND	POUND	SHILLINGS
STAMP DUTY	STAMP DUTY	STAMP DUTY
2/2/53	2/2/53	2/2/53

"O" -
Deed of
Conveyance,
31st December
1952.

10 THIS INDENTURE made the 31st day of December 1952 BETWEEN JOSHUA OLADIPO ONI of Number 24, Thomas Street, Ebute-Metta on the mainland of Lagos in the Colony of Nigeria (hereinafter called "The Vendor") of the one part And MAURICE GOUALIN LIMITED of Number 7, Labinjoh Street, Lagos aforesaid (hereinafter called "The Purchaser") of the other part

20 WHEREAS by virtue of an Indenture dated the 27th day of August 1952 and Registered as Number 37 at page 37 in Volume 933 of the Register of Deeds kept at the Lands Registry in the Office at Lagos aforesaid the hereditaments hereinafter described and intended to be hereby granted became vested in the Vendor the aforesaid JOSHUA OLADIPO ONI

AND WHEREAS the Vendor has agreed with the Purchaser for an absolute sale of the said hereditaments and did sell the same to the Purchaser by Private Treaty on the 27th day of November, 1952 for the consideration of £220.0.0d (Two hundred and Twenty Pounds) Sterling.

30 NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Two Hundred and Twenty Pounds (£220. 0. 0d.) Sterling paid by the Purchaser to the Vendor (the receipt of which the said Vendor doth hereby acknowledge) The Vendor as the BENEFICIAL OWNER hereby Grants Conveys unto and to the USE OF THE PURCHASER and the Successors in Title and Assigns All that Piece or Parcel of Land situate lying and being near Desalu Street, Ebute-Metta in the mainland of Lagos in the Colony of Nigeria which is particularly described with its dimensions and abuttals on the Plan drawn at the foot of the above recited Indenture and thereon Edged CRIMSON TO HOLD and to HAVE THE SAME unto and TO THE USE OF the Purchaser and the Successors

40

Exhibits

in title and Assigns in fee simple

"0" -

Deed of
Conveyance,
31st December
1952 - continued.

IN WITNESS WHEREOF the said party hereto has
hereunto set his hand and seal the day and year
first above written

SIGNED SEALED and DELIVERED) (L.S.)
by the within-named VENDOR) (Sgd.) Joshua Oladipo
in the presence of :) Oni

(Sgd.) ?

27 ?
Lagos Clerk.

10

THE WITHIN INSTRUMENT IS IN THE
OPINION OF THE COMMISSIONERS OF
STAMP DUTIES CHARGEABLE WITH A
DUTY of Two pounds Five shillings (£2.5/-)
and THE DUTY THEREON HAS BEEN
ASSESSED ACCORDINGLY

9.1.53. (Sgd.) ?
COMMISSIONER OF STAMP DUTIES

D.R.R. No.48640/443 of 11/2/53 for £1.

THIS INSTRUMENT WAS DELIVERED
TO ME FOR REGISTRATION BY
John Taylor, Solicitor etc.
OF 9, Victoria Street, Lagos
AT 9.30 O'CLOCK IN THE fore NOON
THIS 11th DAY OF February, 1953.

20

(Sgd.) A.J. Grace.
DEPUTY REGISTRAR.

REGISTRY OF DEEDS, NIGERIA.

THIS INSTRUMENT IS REGISTERED AS NO.56
AT PAGE 56 IN VOLUME 943 OF THE LANDS
REGISTRY IN THE OFFICE AT LAGOS.

30

(Sgd.) Josly O. Ita.
Asst. Registrar.

"P" - DEED OF CONVEYANCEExhibitsB.18279
27 AUG 1952.NIGERIA
ONE
POUND
STAMP DUTY
10/9/52NIGERIA
TEN
SHILLINGS
STAMP DUTY
10/9/52

16499

"p" -
Deed of
Conveyance,
27th August 1952

10 THIS INDENTURE made the 27th day of August 1952 between AMODU TIJANI AKANBI IMORU of Eleiyele Village Yaba District (hereinafter called the Vendor of the first part) and JOSHUA OLADIPO ONI of No.24 Thomas Street Ebute Metta in the mainland of Lagos the Colony of Nigeria (hereinafter called the Purchaser of the second part)

20 WHEREAS under and by virtue of a Deed of Conveyance dated the 25th of June 1952 and registered as No.48 page 48 Volume 924 of the Register of Deeds kept in the Lands Registry Office at Lagos the said Vendor became seised absolutely in possession of a large area of land portion of which is now intended to be conveyed and assured for an estate of inheritance (hereinafter referred to as the hereditaments)

AND WHEREAS at the request of the Purchaser the Vendor has agreed to sell and did sell by Private Treaty the said hereditaments for the Price or sum of £150.0.0d (one hundred and fifty pounds) sterling

30 AND WHEREAS the Vendor hereby covenant with the Purchaser that he has good right and valid title to execute this assurance and also hereby indemnify the Purchaser against any actions damages cost and loss that may arise or may be sustained consequent upon any adverse claim for title in respect of the said hereditaments

40 NOW THIS INDENTURE WITNESSETH that in pursuance of Agreement and in consideration of the said sum of £150.0.0d (One hundred and fifty pounds) sterling paid as Purchase Money by the Purchaser to the Vendor before the execution of these presents (the receipt of which sum the Vendor hereby acknowledges) he the Vendor as Beneficial Owner hereby grant give assure and convey for ever unto

Exhibits

"P" -

Deed of
Conveyance,
27th August
1952 - continued.

the Purchaser his heirs executors administrators and assigns all that piece or parcel of land situate lying and being NEAR DESALU STREET Ebute Metta in the mainland of Lagos the Colony of Nigeria which is more particularly described with its dimensions and abuttals on the plan shown at the foot of these presents and thereon edged crimson TO HOLD and TO HAVE the same UNTO and TO THE USE of the Purchaser his heirs and assigns for ever absolute in possession free from all claims demands and proceedings whatsoever 10

IN WITNESS WHEREOF the Vendor hereto hath hereunto set his hand and seal the day and year first above written

Signed sealed and delivered)
by the within-named Vendor) (Sgd.) A.A. Imoru
AMODU TIJANI AKANBI IMORU) (L.S.)
in the presence of -)

(Sgd.) S.O. Atitebi
17 Atitebi Street
Ebute-Metta. 20

THE WITHIN INSTRUMENT IS IN THE OPINION OF THE COMMISSIONERS OF STAMP DUTIES CHARGEABLE WITH A DUTY OF One pound Ten shillings (£1.10/-) AND THE DUTY THEREON HAS BEEN ASSESSED ACCORDINGLY.

(Sgd.) ?
COMMISSIONER OF STAMP DUTIES.

D.R.R. No.47114/2449 of 29/9/52 for £1.

PLAN PLAN PLAN

THIS INSTRUMENT WAS DELIVERED TO ME FOR REGISTRATION BY A.A. Taylor, Solicitor OF 9, Victoria Street, Lagos AT 8.30 O'CLOCK IN THE fore NOON THIS 29th DAY OF September, 1952. 30

(Sgd.) J.J. Hunter.
DEPUTY REGISTRAR.

REGISTRY OF DEEDS, NIGERIA.

THIS INSTRUMENT IS REGISTERED AS NO.37 AT PAGE 37 IN VOLUME 933 OF THE LANDS REGISTRY IN THE OFFICE AT LAGOS.

(Sgd.) J.J. Hunter. 40
Deputy Registrar.

"Q" - DEED OF CONVEYANCEExhibits"Q" -

THIS IS TO CERTIFY that the within is a true and correct copy of a DEED OF CONVEYANCE dated the 25th day of June, 1952 and registered as No.48 at Page 48 in Volume 924 of the Register of Deeds kept in the Lands Registry at Lagos, Nigeria.

Deed of
Conveyance,
25th June 1952.

(Sgd.) A.I. Grace.
Deputy Registrar.
2nd January, 1953.

10 REGISTRY OF DEEDS
LAGOS NIGERIA.

No. 48 Volume 924 Page 48

THIS INDENTURE made the 25th day of June 1952 BETWEEN CHIEF TIAMIYU ODUNTAN FAGBAYI OLOTO the Present Head of Oloto Chieftaincy Family of 3, Oto Palace Road (hereinafter called "the Grantor") OF THE FIRST PART, MOSES ONI AJAYI of 24, Thomas Street, Ebute Metta (hereinafter called "the Vendor") OF THE SECOND PART AND AMODU-TIJANY AKANBI IMORU of Eleiyele Village Yaba (hereinafter called "the Purchaser") OF THE THIRD PART:

WHEREAS the hereditaments hereinafter described and intended to be hereby granted and assured for an estate of inheritance forms part and portion of a LARGE AREA of land originally seised of and possessed by OLOTO CHIEFTAINCY FAMILY otherwise called "TITLE LAND" AND WHEREAS the said hereditaments was sold in 1927 to the Vendor by the late Chief OMIDIJI OLOTO during his life for a valuable consideration but there was no deed of Conveyance made and executed in favour of the said Vendor: AND WHEREAS the Vendor had since been in peaceful possession of the said hereditaments AND WHEREAS the Vendor has agreed to sell and did sell absolutely to the Purchaser by Private Treaty the said hereditaments for the price or sum of £150.0.0d (One Hundred and Fifty Pounds) Sterling AND WHEREAS in order to perfect the said sale the Purchaser has requested the Grantor to join the Vendor in the execution of these presents in his favour and the Grantor agreed to do so in the manner hereinafter appearing :-

NOW THIS INDENTURE WITNESSETH that in pursuance of such agreement and in consideration of the

Exhibits

"Q" -

Deed of
Conveyance,
25th June 1952
- continued.

said sum of £150.0.0d (One Hundred and Fifty Pounds) paid by the Purchaser as Purchase Money to the Vendor (the receipt of which sum the Vendor hereby acknowledges) the Grantor as Present Titular Head of the Family and as Legal representative hereby grants and confirm and the Vendor as BENEFICIAL OWNER hereby gives and convey UNTO the Purchaser his heirs and assigns all that piece or parcel of land situate lying and being at Apapa Railway Line via Desalu Street, Ebute Metta in the mainland of Lagos, Colony of Nigeria which is more particularly described and delineated with its dimensions and abuttals on the plan shown at the foot of these presents and thereon edged CRIMSON TO HOLD and TO HAVE the same UNTO and TO THE USE of the Purchaser his heirs and assigns in fee simple free from all claims and demands whatsoever

10

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written

20

See Conveyance d/d 27/8/52 & regd as 37/37/933

" " 27/8/52 " regd as 31/31/935

SIGNED SEALED AND DELIVERED)
by the within-named Grantor) (Sgd.) Chief T.O.
CHIEF TIAMIYU ODUNTAN FAGBAYI) Fagbayi Oloto
OLOTO in the presence of :-) (L.S.)

(Sgd.) S.O. Ajala
Occupation: Civil Servant.
Address: 8, Moloney Street,
25/6/52.

30

SIGNED SEALED AND DELIVERED)
by the within-named Vendor) (Sgd.) M.O. Ajayi
MOSES ONI AJAYI in the) (L.S.)
presence of :-)

(Sgd.) D.A.S. Martins
Occupation: Clerk.
Address: 33, Odejayi Crescent
Idi-Oro.

NIGERIA
ONE POUND
STAMP DUTY
28/6/52

NIGERIA
TEN SHILLINGS
STAMP DUTY
28/6/52

11980

40

B 13750
27 JUN 1952.

THE WITHIN INSTRUMENT IS IN THE
OPINION OF THE COMMISSIONERS OF
STAMP DUTIES CHARGEABLE WITH A
DUTY OF One Pound Ten Shillings (£1.10/-)
AND THE DUTY THEREON HAS BEEN ASSESSED
ACCORDINGLY.

Exhibits

"Q" -

Deed of
Conveyance,
25th June 1952
- continued.

13/4/53 (Sgd.) E. Harding.
COMMISSIONER OF STAMP DUTIES.

PLAN

PLAN

PLAN

10 D.R.R. No.46345/1661 of 14/7/52 for £1

THIS INSTRUMENT WAS DELIVERED
TO ME FOR REGISTRATION BY
S.A. Thomas, Solicitor
of 5, Alfa Tairu Lane, Lagos
AT 9.20 O'CLOCK IN THE fore NOON
THIS 14th DAY OF July, 1952.

(Sgd.) J.J. HUNTER.
DEPUTY REGISTRAR.

REGISTRY OF DEEDS

20 THIS INSTRUMENT IS REGISTERED AS NO. 48 AT PAGE 48
IN VOLUME 924 OF THE LANDS REGISTRY IN THE OFFICE
AT LAGOS.

(Sgd.) J.J. HUNTER.
Deputy Registrar.

CERTIFIED TRUE COPY

(Sgd.) J.J. Hunter
DEPUTY REGISTRAR.

Exhibits"R" - DEED OF CONVEYANCE

<p>"R" - Deed of Conveyance, 13th April 1953.</p>	<p>C6418 13 APR 1953</p>	<p>NIGERIA ONE POUND STAMP DUTY 8/5/53</p>	<p>6617 NIGERIA FIVE SHILLINGS STAMP DUTY 8/5/53</p>
---	------------------------------	--	--

THIS INDENTURE made the 13th day of April 1953
BETWEEN MAURICE GOUALIN LIMITED of Number 7,
Labinjoh Street in the Town of Lagos in the Colony of Nigeria (hereinafter called "The Vendor") of the one part and BATHOLOMEW KOOVI DE SOUZA of Number 135, Apapa Road, Ebute-Metta, on the mainland of Lagos aforesaid, Clerk (hereinafter called "The Purchaser") of the other part 10

WHEREAS by virtue of an Indenture dated the 27th day of August 1952 and Registered as Number 37 at page 37 in Volume 933 of the Register of Deeds kept at the Lands Registry in the Office at Lagos aforesaid the hereditaments hereinafter described became vested in one JOSHUA ONI of the consideration therein contained 20

AND WHEREAS by virtue of an Indenture dated the 31st day of December 1952 and made between the said JOSHUA ONI of the one part and MAURICE GOUALIN LIMITED of the other part Registered as Number 56 at Page 56 in Volume 943 of the Register of Deeds kept at the Land Registry in the Office at Lagos aforesaid the hereditaments hereinafter described and intended to be hereby granted became vested in the Vendor the aforesaid MAURICE GOUALIN LIMITED 30

AND WHEREAS the Vendor has agreed with the Purchaser for an absolute Sale of a Portion of the said hereditaments and did sell the same to the Purchaser for the sum of £110 (One Hundred and Ten Pounds) Sterling NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of £110 (One Hundred and Ten Pounds) Sterling paid by the Purchaser to the Vendor (the receipt of which the said Vendor doth hereby acknowledge) THE VENDOR AS THE BENEFICIAL OWNER hereby Grants and Conveys UNTO and to the USE OF THE PURCHASER ALL THAT PORTION OF LAND 40

situate lying and being near Desalu Street, Ebute-Metta in the mainland of Lagos in the Colony of Nigeria which is particularly described with its dimensions and abuttals on the Plan attached to the foot of these presents and thereon Edged "RED" TO HOLD and TO HAVE the same UNTO and to the USE OF THE PURCHASER his heirs and Assigns in fee simple

Exhibits

"R" -

Deed of
Conveyance,
13th April 1953
- continued.

10 IN WITNESS WHEREOF the said party hereto has hereunto set their Hands and Seal the day and the year first above written

THE COMMON SEAL of the said)
VENDOR MAURICE GOUALIN) MAURICE GOUALIN
LIMITED was hereunto affixed) LIMITED
in the presence of :)

D I R E C T O R A g S E C R E T A R Y
(Sgd.) M. Goualin (Sgd.) ?
Maurice Goublin

20 THE WITHIN INSTRUMENT IS IN THE OPINION OF THE COMMISSIONER OF STAMP DUTIES CHARGEABLE WITH A DUTY OF One Pound Five Shillings (£1.5/-) AND THE DUTY THEREON HAS BEEN ASSESSED ACCORDINGLY

(Sgd.) ?

13/4/53

COMMISSIONER OF STAMP DUTIES

PLAN

PLAN

PLAN

D.R.R. No.50063/1553 of 23/5/53 for £

30 THIS INSTRUMENT WAS DELIVERED TO ME FOR REGISTRATION BY John Taylor, Solicitor OF 9, Victoria Street, Lagos AT 10.00 O'CLOCK IN THE fore NOON THIS 23rd DAY OF MAY, 1953.

(Sgd.) J.J. Hunter.
DEPUTY REGISTRAR.

REGISTRY OF DEEDS.
NIGERIA.

40 THIS INSTRUMENT IS REGISTERED AS NO.19 AT PAGE 19 IN VOLUME 956 OF THE LANDS REGISTRY IN THE OFFICE AT LAGOS.

(Sgd.) J.J. Hunter.
Deputy Registrar.

No. 17 of 1957

IN THE PRIVY COUNCIL

ON APPEAL FROM
THE FEDERAL SUPREME COURT OF NIGERIA

B E T W E E N

1. MAURICE GOUALIN LIMITED
2. BATHOLOMEW K. de SOUZA
(Defendants) Appellants

- and -

WAHABI ATANDA AMINU
(Plaintiff) Respondent

RECORD OF PROCEEDINGS

DENTON, HALL & BURGIN,
3 Gray's Inn Place,
London, W.C.1.
Solicitors for the Appellants.

CHARLES RUSSELL & CO.,
37 Norfolk Street,
London, W.C.2.
Solicitors for the Respondent.