

IN THE SMALL CLAIMS COURT OF FEDERAL CAPITAL TERRITORY ABUJA

IN THE BWARI JUDICIAL DIVISION

HOLDEN AT BWARI, ABUJA.

BEFORE HIS WORSHIP CHIEMENA. K. NONYE-OKORONKWO

DATED 14<sup>TH</sup> MARCH, 2024.

SUIT NO. CV/SCC/3/2023

BETWEEN

KIPNETWORKS INTERNATIONAL LTD

KIPNETWORKS INTERNATIONAL MULTIPURPOSE CO-OPRETIVE SOCIETY LTD

NKANICAN EKOTT.....PLAINTIFFS

AND

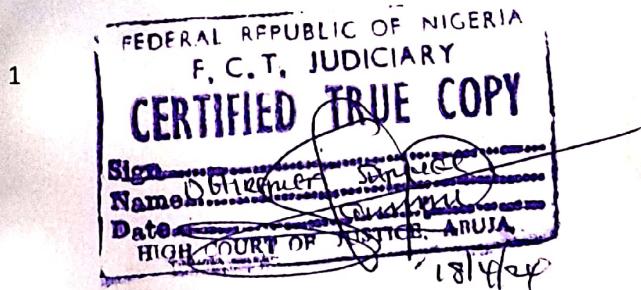
1. PATIENCE PAUL(CARRYING OUT BUSINESS AS FORTUNE KIDS INTERNATIONAL SCHOOL)
2. PAUL OKORO/PAUL CHIEMEKA/PAUL CHIEMEKA OKORO
3. EZENWAFOR OKWUDIRI JAMES (CARRYING OUT BUSINESS AS JONESCO MERCHANDISE (NIG) ENT

} DEFENDANTS

**JUDGEMENT**

The suit came up before me for mention on the 7/2/2024. The hearing commenced on the 15/2/2024. After the suit was deemed mentioned on 14/2/2024. The Claimants are claiming against the Defendant as follows:

- A. "The 1<sup>st</sup> and 2<sup>nd</sup> Defendants to immediately forfeit and relinquish her/their school-Fortune Kids International School-the land and the landed property thereof which the school situated and all the other property of the school, movable and immovable to the Claimants as payment for the principal of the said loan.
- B. The 1<sup>st</sup>, 2<sup>nd</sup> and/or the 3<sup>rd</sup> Defendant to immediately pay the sum of One Hundred and Eighty Thousand Naira (₦180,000:00) only being accumulated interest for 30 months so far counting from April 2021 to October 2023.



C. The 1<sup>st</sup>, 2<sup>nd</sup> and/or the 3<sup>rd</sup> Defendant to immediately pay to the Claimants the monthly interest of Six Thousand Naira (₦6,000:00) only from November 2023 till the time judgment is delivered on this case.

D. The 1<sup>st</sup>, 2<sup>nd</sup> and/or the 3<sup>rd</sup> Defendant to immediately pay the sum of Two Hundred and Fifty Thousand Naira (₦250,000:00) only being penalty for not participating in Thrift and Thrive Savings and Loan Scheme and three other schemes of the Organization.

E. The 1<sup>st</sup>, 2<sup>nd</sup> and/or the 3<sup>rd</sup> Defendant to immediately pay the sum of Two Hundred and Fifty Thousand Naira (₦250,000:00) only being penalty for not participating in four other schemes of the Organization.

F. The 1<sup>st</sup>, 2<sup>nd</sup> and/or the 3<sup>rd</sup> Defendant to immediately pay the sum of Two Hundred and Fifty Thousand Naira (₦250,000:00) only being penalty for not introducing four other persons to join the Organization.

G. The 1<sup>st</sup>, 2<sup>nd</sup> and/or the 3<sup>rd</sup> Defendant to immediately pay the sum of Seven Hundred and Fifty Thousand Naira (₦750,000:00) only being payment for Annual Subscriptions fees of 2021 to 2023.

H. The 1<sup>st</sup>, 2<sup>nd</sup> and/or the 3<sup>rd</sup> Defendant to immediately pay the sum of Seven Hundred and Fifty Thousand Naira (₦750,000:00) only being payment for penalty for default in paying Annual Subscriptions fees of 2021 to 2023.

- I. All the above payments should be done by the Defendants to the Claimants within seven days of judgment and the 1<sup>st</sup>, 2<sup>nd</sup> and/or the 3<sup>rd</sup> Defendant should report to the Court after they have done so within the above seven days otherwise any and all the movable and immovable property of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants should be given to the Claimants as part payment of any of the above fees".

A summary of the case of the Plaintiff as gleaned from the particulars of claim are that:

1. "The Claimant is the President/CEO of INTERNATIONAL LTD (RC: 812895) KIP NETWORKS INTERNATIONAL MULTIPURPOSE CO-OPRETIVE SOCIETY LTD (FCDA REG. NO: 21157) dealing with seminars workshops, consulting, cooperative loans, grant, contribution, marketing with office at Behind Star School, SCC Road, FCT

FEDERAL REPUBLIC OF NIGERIA  
F. C. T. JUDICIAKY

CERTIFIED TRUE COPY

Signature of Clerk of Court  
Name: \_\_\_\_\_  
Date: 18/11/2023  
H.I.U.M.

2. The 1<sup>st</sup> Defendant is a Registered Independent Prestige Partners of the Claimant's Organization/Cooperative Society.
3. The 1<sup>st</sup> Defendant has applied for Loan of Two Million Naira (₦2,000,000.00) at 3% monthly interest rate on 15<sup>th</sup> April, 2021 and was disbursed in part the amount of Two Hundred Thousand Naira into her bank's account; as she acknowledged in the agreement.
4. The above loan was to be paid off with interest within two years duration, on or before 15<sup>th</sup> April 2023 but the 1<sup>st</sup> Defendant has defaulted in remitting the said loan; has been called upon to remit but has defiantly refused to do so.
5. The 2<sup>nd</sup> Defendant is the husband and Guarantor to the 1<sup>st</sup> Defendant for whatever debt owed by the 1<sup>st</sup> Defendant to the Claimants.
6. The 1<sup>st</sup> and 2<sup>nd</sup> Defendants have used their parcel of land and the property thereof situated at Beside Gabic Hospital Sabon-Gari, Bwari FCT as collateral for the said loan/debts owed by the 1<sup>st</sup> Defendant; the 2<sup>nd</sup> Defendant duly and dutifully wrote a letter in consent to the above.
7. The 1<sup>st</sup> and 2<sup>nd</sup> Defendants solemnly agreed to forfeit the title/ownership to said parcel of land the property thereof to the Claimants and irrevocably consider it sold to the claimant if she defaults in remitting the said loan/debt.
8. The 1<sup>st</sup> and 2<sup>nd</sup> Defendants have refused to transfer/convey/relinquish the said parcel of land and the property thereof, have also refused to release the original documents to the parcel of land and the property thereof to the Claimants as they agreed.
9. The 1<sup>st</sup> Defendant has sworn to Affidavit that she is the rightful Proprietor and Owner of the school-Fortune Kids International School-that is situated on the said parcel of land of which she obtained the above loan to invest in;
10. The 1<sup>st</sup> Defendant is owing One Hundred and Eighty Thousand Naira (₦180,000:00) only being accumulated interest for 30 months so for counting from April 2021 to October 2023.
11. The 1<sup>st</sup> Defendant is owing the monthly interest of Six Thousand Naira (₦6,000:00) only each month from November 2023 till the time judgment is delivered on this case.
12. The 1<sup>st</sup> Defendant is owing the sum of One Hundred Thousand Naira (₦100,000:00) only being penalty for not participating in Thrift and

Thrive Savings and Loan Scheme and three other Schemes of the

13. The 1<sup>st</sup> Defendant is owing the sum of Two Hundred and Fifty Thousand Naira (₦250,000:00) only being penalty for not participating in four other schemes of the organization.
14. The 1<sup>st</sup> Defendant is owing the sum of Two Hundred and Fifty Thousand Naira (₦250,000:00) only being penalty for not introducing four other persons to join the Organization.
15. The 1<sup>st</sup> Defendant is owing the sum of Seven Hundred and Fifty Thousand Naira (₦750,000:00) only being payment for Annual Subscriptions fees of 2021 to 2023; that is, Two Hundred and Fifty Thousand Naira (₦250,000:00) for each year.
16. The 1<sup>st</sup> Defendant is owing the sum of Seven Hundred and Fifty Thousand Naira (₦750,000:00) only being payment for default in paying Annual Subscriptions fees of 2021 to 2023; that is, Two Hundred and Fifty Thousand Naira (₦250,000:00) for each year.
17. The 1<sup>st</sup> Defendant has voluntarily sworn an Affidavit to abide by the claimants decisions based on her Affidavit, the Byelaw of the Claimant's Cooperative Society and the Rules of the claimant organization that such decisions should be taken as consent judgment in the Court of law against her.
18. The 1<sup>st</sup> Defendant has also solemnly agreed to abide by the terms and conditions of the Byelaw of the claimants cooperative society and the Rules of the claimants organization; that the decisions taken in accordance to the above should be taken as consent judgment in the Court of law against her.
19. The 3<sup>rd</sup> Defendant is a Guarantor to the 1<sup>st</sup> Defendant for whatever debt owed; has solemnly guaranteed to be vicariously responsible for all indebtedness the 1<sup>st</sup> Defendant is owing to the Claimants.
20. The decisions of the Claimants are also the prayers to this Honorable Court which are as follows".

The suit was set down for hearing wherein the Claimants had only one witness to call, Nkanican Ekott, the 3<sup>rd</sup> Claimant who stood in as the sole witness i.e CW 1 in the suit. He testified as follows:

WITNESS STATEMENT ON OATH OF NKNANICAN EKOTT

FEDERAL REPUBLIC OF NIGERIA	
F. C. T. JUDICIARY	
CERTIFIED TRUE COPY	
Signature	Date
Name:	Date:

Signature over the stamp

"I, Nkanican Ekott, Male, Adult Christian, Nigerian, living at Behind Morning Star School, SCC Road, Bwari, FCT, do hereby make an Oath and state as follows:

1. I am the claimant is the president/CEO KIPNETWORKS INTERNATIONAL LTD (RC: 812895) KIPNETWORKS INTERNATIONAL MULTIPURPOSE CO-OPRETIVE SOCIETY LTD (FCDA REG. NO: 21157) dealing with seminars workshops, consulting, cooperative loans, grant, contribution, marketing with office at Behind Star School, SCC Road, FCT.

2. The 1<sup>st</sup> Defendant is a Registered Independent Prestige Partners of the Claimant's Organization/Cooperative Society.

3. The 1<sup>st</sup> Defendant has applied for Loan of Two Million Naira (₦2,000,000:00) at 3% monthly interest rate on 15<sup>th</sup> April, 2021 and was disbursed in part the amount of Two Hundred Thousand Naira into her bank's account; as she acknowledged in the agreement.

4. The above loan was to be paid off with interest within two years duration, on or before 15<sup>th</sup> April 2023 but the 1<sup>st</sup> Defendant has defaulted in remitting the said loan; has been called upon to remit but has defiantly refused to do so.

5. The 2<sup>nd</sup> Defendant is the husband and Guarantor to the 1<sup>st</sup> Defendant for whatever debt owed by the 1<sup>st</sup> Defendant to the Claimants.

6. The 1<sup>st</sup> and 2<sup>nd</sup> Defendants have used their parcel of land and the property thereof situated at Beside Gabic Hospital Sabon-Gari, Bwari FCT as collateral for the said loan/debts owed by the 1<sup>st</sup> Defendant; the 2<sup>nd</sup> Defendant dully and dutifully wrote a letter in consent to the above.

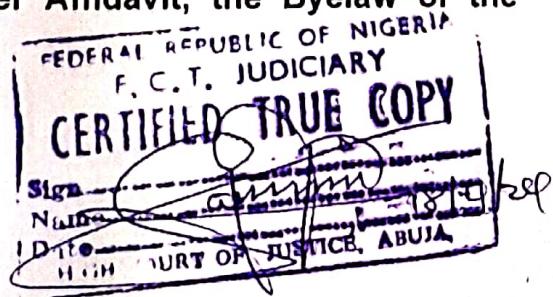
7. The 1<sup>st</sup> and 2<sup>nd</sup> Defendants solemnly agreed to forfeit the title/ownership to said parcel of land the property thereof to the Claimants and irrevocably consider it sold to the claimant if she defaults in remitting the said loan/debt.

8. The 1<sup>st</sup> and 2<sup>nd</sup> Defendants have refused to transfer/convey/relinquish the said parcel of land and the property thereof, have also refused to release the original documents to the parcel of land and the property thereof to the Claimants as they agreed.

9. The 1<sup>st</sup> Defendant has sworn to Affidavit that she is the rightful Proprietor and Owner of the school-Fortune Kids International School-that is situated on the said parcel of land of which she obtained the above loan to invest in;



10. The 1<sup>st</sup> Defendant is owing One Hundred and Eighty Thousand Naira (₦180,000:00) only being accumulated interest for 30 months so for counting from April 2021 to October 2023. Contrary to what she stated and agreed on the Loan Application form.
11. The 1<sup>st</sup> Defendant is owing the monthly interest of Six Thousand Naira (₦6,000:00) only each month from November 2023 till the time judgment is delivered on this case.
12. The 1<sup>st</sup> Defendant is owing the sum of One Hundred Thousand Naira (₦100,000:00) only being penalty for not participating in Thrift and Thrive Savings and Loan Scheme and three other Schemes of the Organization.
13. The 1<sup>st</sup> Defendant is owing the sum of Two Hundred and Fifty Thousand Naira (₦250,000:00) only being penalty for not participating in four other schemes of the organization.
14. The 1<sup>st</sup> Defendant is owing the sum of Two Hundred and Fifty Thousand Naira (₦250,000:00) only being penalty for default for not introducing four other persons to join the Organization.
15. The 1<sup>st</sup> Defendant is owing the sum of Seven Hundred and Fifty Thousand Naira (₦750,000:00) only being payment for Annual Subscriptions fees of 2021 to 2023; that is, Two Hundred and Fifty Thousand Naira (₦250,000:00) for each year.
16. The 1<sup>st</sup> Defendant is owing the sum of Seven Hundred and Fifty Thousand Naira (₦750,000:00) only being payment for default in paying Annual Subscriptions fees of 2021 to 2023; that is, Two Hundred and Fifty Thousand Naira (₦250,000:00) for each year.
17. The 1<sup>st</sup> Defendant is owing the sum of Two Hundred and Fifty Thousand Naira (₦250,000:00) only being payment for Annual Subscriptions fees of 2024 this year of which the last date fixed for payment was January 31<sup>st</sup>, 2024.
18. The 1<sup>st</sup> Defendant is owing the sum of Two Hundred and Fifty Thousand Naira (₦250,000:00) only being payment for default in paying Annual Subscriptions fees of 2024 this year of which the last date fixed for payment was January 31<sup>st</sup>, 2024.
19. The 1<sup>st</sup> Defendant is owing the sum of Two Million Naira (₦2million) for has not carried out all the Obligations as in Section 6 (F) of the Byelaw of the cooperative society.
20. The 1<sup>st</sup> Defendant has voluntarily sworn an Affidavit to abide by the claimants decisions based on her Affidavit, the Byelaw of the

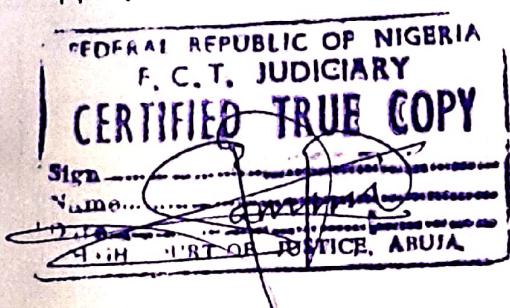


claimants cooperative society and the Rule of the claimants Organization that such decisions should be taken as consent judgment in the Court of law against her.

21. The 1<sup>st</sup> Defendant has also solemnly agreed to abide by the term and conditions of the Byelaw of the Claimants cooperative society and the Rule of the Claimants Organization; that the decisions taken in accordance to the above should be taken as Consent Judgment in the Court of law against her.
22. The 3<sup>rd</sup> Defendant is a Guarantor to the 1<sup>st</sup> Defendant for whatever debt owed; has solemnly guaranteed to be vicariously responsible for all indebtedness the 1<sup>st</sup> Defendant is owing to the Claimants.
23. The following are stated as guidelines to the sections of the Byelaw of the cooperative society and clauses/items of the Rule of the Organizations especially applicable to the above: Sections of the Cooperative Society's Byelaw: 1 (A), (B); 3 (B); 6 (F); 18 (B) (XIV), XIX, XXII, 28 (III). Clauses/Items of the Decisions and Amendments to the Rule & Regulations and the Byelaw of the society: 2, 8, 17, 19. Clauses of the Rules and Regulations of the Organization as stated at the back of the loan forms: 26, 30, 35, 40."

The testimony above is the content of his Witness Statement on Oath which he adopted as his oral evidence before the Court. It is dated 20/2/2024. After the examination in chief, the suit was adjourned to the 21/2/2024 and 22/2/2024 for cross-examination of CW 1. Court ensured that all the Defendants were served before foreclosing their right to cross-examine CW1. The 1<sup>st</sup> to 3<sup>rd</sup> Defendants were absent all through the proceedings, in spite of Hearing Notices being served on them, by pasting processes, phone calls and sending SMS to their individual phones. The suit was further adjourned to 26/2/2024, 28/2/2024 and 29/2/2024 for Defence. In the unjustified absence of the 1<sup>st</sup> to 3<sup>rd</sup> Defendants, their right to defend the suit was foreclosed. At the stage of Final Written Address, the Plaintiff's waived his right to file any and the right to file by the 1<sup>st</sup> Address, the Plaintiff's waived his right to file any and the right to file by the 1<sup>st</sup> to 3<sup>rd</sup> Defendant's were foreclosed as well. The implication of the absence of the Defendant's is that the suit of the Plaintiff is and remains unchallenged and uncontroverted.

Where evidence is said to be unchallenged and / or uncontroverted, it simply means that it has not been objected to or no exception has been taken to it, or put in dispute or rendered doubtful (unchallenged) and opposed or contested (uncontroverted). Challenging witness is more appropriate in cross-examination while controverting his evidence is more appropriate in leading contrary



evidence. **Offorite V. State (2000) LPELR – 2270 SC** Courts of law are at liberty and indeed have a duty to accept and act on unchallenged and uncontested evidence as long as such evidence itself is admissible and credible. A Court is to avoid acceptance or taking action on any piece of evidence which is glaringly incredible and not capable of being believed. **Okafor V. Okafor & Ors (2014) LPELR – 23561 (CA)**

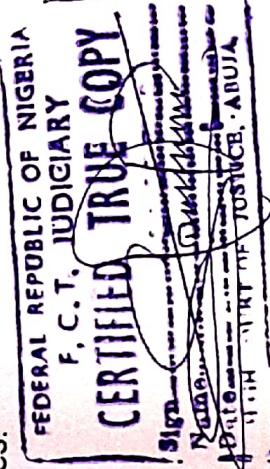
The import of these authorities on this instant suit is that since the suit is unchallenged and uncontested, by the Defendants (1<sup>st</sup> to 3<sup>rd</sup>) the Court accepts same as true and will proceed to act upon them as long as they are credible.

Before I go into the determination of the suit proper, it is important to introduce the Small Claims Court, that is, this instant Court before which the suit is instituted and its jurisdiction and / or powers to determine suits. A Small Claims Court will have jurisdiction to entertain suits where:

- a. The Defendant or one of the Defendants reside or carry on business in FCT, Abuja.
- b. The cause of action arose wholly or in part in the FCT, Abuja.
- c. The claim is for a liquidated monetary demand in a sum not exceeding **N4,000,000 excluding interest and cost**.
- d. The Claimant has served on the Defendant, a letter of demand as in form SCA1.

### **Article 2 Rule 1 of the District Courts Act Practice Directions on Small Claims 2022**

This Court has looked at the claims of the Claimants and Sub Rule (a) is answered in the affirmative, same as Sub Rule (b), that is the Defendants reside in FCT and carries on business in the FCT. However Sub Rule (c) may impede or prevent this court from exercising jurisdiction to determine the suit. Jurisdiction is the power of the Court to hear and determine cases that are brought before it for adjudication. Jurisdiction is a question of law. Substantive jurisdiction which refers to the matters over which a Court may adjudicate as expressly stipulated by the constitution or by enabling statutes. The enabling statutes that confer jurisdiction on the Small Claims Court is the District Court Act from which the small claims Court derives its jurisdiction to hear and determine cases. Only the statute or constitution creating a Tribunal or Court that can confer jurisdiction on it. **Ugga & Anor V. Suswam & Ors (2012) LPELR – 8635 (CA), IGP & Ors V. Jafaru (2018) LPELR – 47361 (CA)**. Where the issue of jurisdiction is raised by either of the parties or suo moto by a trial Court, what a Court will consider includes:



a. The claim of the parties.

b. The statute creating the Court as courts are creatures of statute.

Ebohon Vs. A.G Edo State & Ors (2016) LPELR – 41269 (CA)

Another case describes it this way:

“Jurisdiction of Court is neither a matter of desire of the parties nor their consent, parties or consent cannot confer jurisdiction on a Court. The nature of the claim before the Court and the constitution or other statutes are the parameters determining jurisdiction of a Court”

Michmerah Intl Ltd V. Nigeria Intl Bank Ltd (2015) LPELR – 25768 (CA)

Dairo Vs. U.B.N Plc (2007) All FWLR (pt 392) 1846 – 1885

Yet another authority puts it this way, capturing the essence of examining the claims particulars of claims:

“**It is the statement of claim that activates and breathes life to the jurisdiction of the Court and when that statement of claim is irregular, it will be held to be defective and incapable of activating the jurisdiction of the Court”**

Adeniyi V. Ogunlana (2015) LPELR – 40908 (CA)

Having established this principle, Article 2 Rule 1 (c) of the District Court Act Practice Direction on small claims 2022 which is hereunder reproduced as follows:

“The claims is for liquidated interests and cost”

N4,000,000 excluding interests and cost”  
What this means is that a Small Claims Court can exercise jurisdiction over liquidated money demands. For the definition of liquidated money demands, permit me to adopt the definitions encapsulated in the case of Alhaji Muntari UBA & Sons Ltd & Anor V. Lion Bank of Nigeria Plc (2005) LPELR – 5307 (CA)

“Blacks law Dictionary at pg 240 defines what a liquidated claim is. It states thus: A claim for an amount previously agreed on by parties or that can be precisely determined by operation of law or by terms of the parties’ agreement”. The term liquidated claim is defined by this Court in the case of Iron Products Ltd Vs. S. A. C Ltd (Supra) @ pg 746, paragraphs A – G, of the Court states as follows:  
“A liquidated claim or demand may be defined as a claim or demand in which the amount is fixed, or has been agreed upon or is capable of ascertainment by mathematical computation or operation of law”



Here are some other definitions of the term "Liquidated Monetary Demand" In the case of **Akpan V. Akwa Ibom Property & Investment Co. Ltd (2013) LPELR – 20753 (SC)** His lordship, Galadima JSC defined same as follows: "The term liquidated money demand or liquidated sum has attracted many judicial definitions. In some cases, it is held to be sum of money previously agreed upon by to a contract". It has also been defined in the case of **Ya'u V. City Security Ltd (2003) FWLR (pt 501) 603 @ 609** as "a definite settled sum which the Defendant cannot deny"

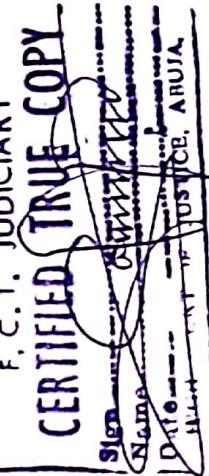
The Supreme Court in **Maja V. Samouris** held that as an ascertained claim or specific amount, which means "there is nothing more than needs to be further done to determine the quantum or extent of the Defendant's liability"

Therefore, the term liquidated generally implies that the monetary demand is that which is made clear, certain and manifest. A debt is adjudged liquidated if it is certain what is due, how much is due, the debt is not liquidated. **Gumau V. Abdullahi (2017) LPELR – 43421 (CA)**

Where a Court has to quantify or assess the damages or loss, whether pecuniary or non-pecuniary, the damages or claims are unliquidated. **Nigeria Garman Chemical Co. Plc V. Krisoral & Co. Ltd.**

I have taken time, meticulously considering the reliefs of the Claimants in this suit and regrettably, they all from 20 A – 20 I must fail. None of these reliefs are liquidated monetary demands and even if they are Article 2 Rule 1 (c) of the District Court Act Practice Direction on Small Claims 2022 specifically and unequivocally states that it must exclude "interests and costs". A reasonable man, who looks through these reliefs and considers them alongside the Article 2 Rule 1 (c) of the Practice Direction would see how the Court is robbed of jurisdiction to determine the suit between parties for the reasons above provided. I understand that the 1<sup>st</sup> Defendant obtained a loan of ₦2,000,000 at a 3 % monthly interest rate on 15/4/2021 to be paid off within 2 years, on or before 15/4/2023 but the 1<sup>st</sup> Defendant has failed to fulfill her loan obligations. The 2<sup>nd</sup> and 3<sup>rd</sup> Defendants are guarantors of the 1<sup>st</sup> Defendant as provided for in the Particulars of claims (paragraphs 3,4,5,19) and (paragraphs 3,4,5,22) of the CW1 Witness Statement on Oath. The principal loan amount is ₦2,000,000.

By way of giving parties particularly a Claimant a hint, the Small Claims Court has jurisdiction to determine the suit where only the principal sum which is liquidated was brought before it. A Small Claims Court has no jurisdiction where



judgment be brought, penalties, costs or other unliquidated claims his made.  
His small claims Court cannot have the jurisdiction to make any  
order in respect to liquidated claims.  
Order 16 to your Defendants to immediately install and replenish her/his  
school for him this educational school his land and his landed property  
thereof which the school is situated and all other property of the school  
movable and immovable to his claimants as payment for the principal of  
the said land".

This Court has no such jurisdiction to grant such relief. A Small Claims Court  
can only grant claims for liquidated monetary demands not above N4,000,000  
and not interest and costs. The suit, in its entirety will fall for lack of jurisdiction.  
While taking into consideration the time limit and consideration of the Small  
Claims Proceedings which is a totality of 60 days (with the exception of certain  
cases), the basis or question of jurisdiction, is of paramount importance and  
can be raised at any point in time, even at the Supreme Court, when the case  
is on appeal. While it is important and commendable to raise the issue of  
jurisdiction early during the commencement of a suit, a Court or parties to a suit  
or either party to a suit can take same at any time even on appeal, because,  
where a Court lacks jurisdiction notwithstanding facts of previous time, British  
including the final judgment is liable to be set aside.

Always At V. Anach (90/01/PETR 300) (CA)  
It is on the premises of the above that this suit is hereby struck out. I make no  
further orders.  
In this way of advice, where the Plaintiff is still interested, in instituting this suit in  
the Small Claims Court, he may sue for the principal sum of N2,000,000 and  
none other. He may take his other claims to other Civil Court, where a District  
Court or the High Court. Thank you.

Parties' Claimants present, Defendants absent

Appeal none

Signed by [Signature]  
CHIEF JUDGE, KANO STATE HIGH COURT  
PRESIDENT JUDGE,  
F.O.T. HIGH COURT, KANO STATE

Chiemeka K. Nonye-Okoronkwo  
Presiding District Judge 2

REPUBLIC OF NIGERIA  
J. C. S. JUDICARY

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