

IN THE HIGH COURT OF JUSTICE OF THE F.C.T.
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT APO, ABUJA
ON THURSDAY, THE 08TH DAY OF JUNE, 2023
BEFORE HIS LORDSHIP: HON. JUSTICE ABUBAKAR HUSSAINI MUSA
JUDGE

SUIT NO.: FCT/HC/CV/2609/2022

BETWEEN:-

MS. HENRIETTA IGHOMRORE

CLAIMANT

AND

AFFIONG VICTORIA UNOH

DEFENDANT

RULING

By a Writ of Summons under the Undefended List brought under Order 35 Rule 1 and Order 37 Rules 6 and 12(c) of the High Court of the Federal Capital Territory, Abuja (Civil Procedure) Rules, 2018 as a Fast Track Case, the Claimant instituted this action against the Defendant seeking the following reliefs:-

- a. An Order of this Honourable Court directing the Defendant to pay the sum of ₦33,077,500.00 (Thirty-Three Million Seventy-Seven Thousand, Five Hundred Naira) being the sum paid to the Defendant by the Claimant for an investment which was not returned to the Claimant despite demands.*
- b. The sum of ₦1,000,000.00 (One Million Naira) as cost of this suit.*
- c. 10% interest on the Judgment sum until the entire judgment sum is liquidated.*

In support of the Writ of Summons are a 25-paragraph affidavit deposed to by the Claimant herself and thirteen exhibits marked as **Exhibits HEN 1, HEN 2, HEN 3, HEN 4, HEN 5, HEN 6, HEN 7, HEN 8, HEN 9, HEN 10, HEN 11, HEN 12 and HEN 13**. In the affidavit in support of the Writ of Summons, the Claimant narrated how a mutual friend introduced her to the Defendant prior to the Defendant introducing her to a currency hedging business. She swore that the Defendant contacted her on the 22nd of April, 2022 and informed her of an investment slot for the coming week. Pursuant to this opening, she paid in the sum of US\$7,000.00 (Seven Thousand United States Dollars) into the Defendant's Guaranty Trust Bank account with account number 0001806468. According to her, this particular investment was successful.

Subsequently, on the 23rd of May, 2022, she invested the sum of Twelve Million, Six Hundred and Twenty-Five Thousand Naira (~~₦~~12,625,000.00) into a First City Monument Bank (FCMB) bank account with account name "USMOHA GLOBAL ENTERPRISES" and account number "7070055010". She averred that it was the Defendant that supplied the account number for the payment, adding that the maturity date for the investment was 1st of July, 2022. She also stated that she asked the Defendant on the 30th of May, 2022 if there was another investment slot to which the Defendant answered in the affirmative on the 31st of May, 2022 and sent a Zenith Bank account number with the following details: account name: NABWAL AND BROTHERS; account number: 1221271976. It was into this account that the Claimant paid in the sum of ~~₦~~14,392,500.00 (Fourteen Million, Three Hundred and

Ninety-Two Thousand, Five Hundred Naira). She averred that the Defendant contacted her on the 21st of June, 2022 concerning another investment slot and instructed her to pay into the same Zenith Bank Account of NABWAL AND BROTHERS. The Claimant complied and paid the total sum of Six Million and Sixty Thousand Naira only (~~₦~~6,060,000.00) in the said account, thereby bringing her total investment to ~~₦~~33,077,500.00 (Thirty-Three Million and Seventy-Seven Thousand, Five Hundred Naira).

The Claimant further averred that she became worried when she was not paid her investment sum together with the return on investment upon the maturity dates of the investments. She added that her calls and messages to the Defendant went unanswered, thereby impelling her to retain the services of a firm of solicitors who, on the 21st of July, 2022, wrote a letter of demand to the Defendant. She swore that the Defendant did refused to receive the letter, thereby necessitating the courier company, Zenith Carex International Limited, to return the letter to the Claimant's solicitors with a notification to that effect.

The Claimant stated that the Defendant sent a copy of the letter to her friend Esther Ozono who, in turn, forwarded the same letter to the Claimant. She informed the Court that a reliable source informed her that the Defendant was planning to relocate to either the United States of America or the United Kingdom. She concluded that the Defendant has no defence to her suit and urged the Court to determine the suit under the Undefended List procedure.

On the 10th of January, 2023, this Court placed the Writ of Summons on the Undefended List. It also endorsed the 31st of January, 2023 as the return date. on the 24th of January, 2023, the Defendant in answer to the Writ of Summons of the Claimant on the Undefended List filed her Notice of Intention to Defend. The Notice of Intention to Defend was supported by a 68-paragraph Counter-Affidavit and five exhibits marked as **Exhibits A, B, C, D and E**.

In the Counter-Affidavit, deposed to by the Defendant herself, the Defendant swore that she and the Claimant had been in constant communication since 2017, adding that paragraph 4 of the affidavit in support of the Writ of Summons on the Undefended List was not true, as it was Ms Esther Ozono that introduced the Claimant to her. She added that the Claimant knew from the outset that she was dealing with one Miss Lawanson Adeeko Olusola Augusta who was known among her friends and associates as Shola. She explained that the Claimant had taken over the occupation of the property Shola vacated when the latter was relocating to Lagos.

She averred that the Claimant had been purchasing her Dollars from Shola before she, the Claimant, switched to the Defendant. She stated that they all knew themselves as colleagues at Price Waterhouse Coopers (PWC), adding that Shola introduced her to the Dollars hedging business in 2017. She swore that Shola did not share her contact person at the Central Bank of Nigeria with the Defendant, insisting that it was her business secret. She insisted that she never introduced herself to the Claimant as an operator of currency hedging business or a bureau de change agent.

She further averred that the Claimant was purchasing her Dollars from Ms Esther Ozono before they fell apart. She maintained that she was unwilling to add the Claimant to her list because she had a close relationship with the said Ms Esther Ozono, adding that she added the Claimant to her list after Ms Esther Ozono expressed no ill-will towards that. She explained that her only role was to inform the Claimant whenever an investment slot fell open and exchanging payment information and the bank accounts into which the money should be paid between Shola and the Claimant. It was her defence that the Claimant knew that she was not the owner of the account numbers, adding that she was not receiving any form of consideration from the Claimant. She stated further that the reason she demanded for proofs of payments was because she was not the owner of the accounts, and, therefore, the receipts of payments enable her to know when the owner of the account had received payments from the parties.

The Defendant also averred that Ms Esther Ozono remonstrated with the Claimant over her action against the Defendant when she knew that the Defendant was not in possession of the money. She added that until Shola defrauded Defendant and all the people buying Dollars from her of the sum of \$4,100,000 (Four Million, One Hundred Thousand Dollars), the Claimant was receiving her remittances as and when due. She further stated that she wrote a petition to the Economic and Financial Crimes Commission (EFCC) against Shola, adding that the Claimant was aware of her petition and the efforts she has made to track Shola and to recover the monies

from her. She swore that the Claimant instituted this suit against her after she had sent a soft copy of her petition to the EFCC to the Claimant.

She denied rejecting the Claimant's letter of demand. She added that she wrote a reply to the Defendant through her Solicitors wherein she, through her Solicitors, detailed the facts of their business transaction. She denied she was planning to relocate out of the country. She insisted that she had a good defence to the suit of the Claimant, urging the Court to move the suit to the general cause list.

The summary of facts which I have undertaken above represents the facts of this case as presented by the parties in their respective affidavits. The parties through their Counsel adopted their respective processes on the 4th of April, 2022. The Court thereupon adjourned for Judgment. The issue which this Court will formulate in the determination of this case at this stage is this: ***“Whether the Defendants have not made out defence on the merit to enable this Court transfer this suit from the Undefended List to the General Cause List?”***

The *terminus a quo* in the determination of this issue is section 35 Rule 1(1) of the Rules of this Court. The sub-rule provides that ***“Where an application in Form 1, as in the Appendix is made to issue a writ of summons in respect of a claim to recover a debt or liquidated money demand, supported by an affidavit stating the grounds on which the claim is based, and stating that in the deponent's belief there is no defence to it, the judge in chambers shall enter the suit for hearing in what shall be called the “Undefended List”.***” Implicated in this provision are the conditions suits that may be heard under the Undefended List

procedure must satisfy. Thus, a Claimant who wishes their suit to be heard under the Undefended List procedure must show that (1) their claim is for a debt or a liquidated money demand; (2) the affidavit in support of the Writ of Summons must state the grounds that hold up this claim; and (3) the Claimant must believe that the Defendant has no defence to the suit.

This position has been recognized in a plethora of authorities. See, for instance, in *Slok Nigeria Limited v. Philip Ajaero (2021) LPELR-56720(CA) at 39-40, para. D-D* where the Court held inter alia that “***The Undefended List Procedure under which the suit is brought is a special procedure which an aggrieved litigant employs in order to get a quick judgment in a subject matter that borders on liquidated money demand.***” Similarly, in *Chukwudi S. Ubosi & Anor v. Kakatar CE Limited (2022) LPELR-57779(CA) at 17-19, paras. F-E*, the Court held that “***It is to be noted that, the Undefended List procedure is a peculiar or special procedure under our Rules of Court meant for quick determination of claims for debt or liquidated money demands without subjecting such claims to usual rigours and cumbersomeness of a full trial. It is therefore sui generis and provided for in our Rules of Court to give speedy disposal of claims wherein, the defendant has no valid or reasonable defence to the claim, which is for a debt or sum certain (Liquidated sum).***”

The purpose of the Undefended List Procedure is to prevent situation where de Defendant who has no defence to the case of the Claimant delays the trial through a defence that has no justification in law. In other words, the essence of the

Undefended List Procedure is to guaranty speedy trial of a suit for liquidated money demand where the Claimant believes that the Defendant has no defence on the merit. In *Chukwudi S. Ubosi & Anor v. Kakatar CE Limited (2022)*, *supra*, the Court went on to hold that “***The Undefended List procedure is therefore, usually adopted where there is no doubt about the Plaintiff's claim, such that it will be unconscionable to allow a defendant to put up a sham defence more of a subterfuge meant to dribble the plaintiff thereby delaying the proceedings. It is not meant to shut-out the defendant who may otherwise have a valid defence on the merit but is designed to secure quick justice and avoid injustice that may occur where the defendant has no genuine defence on the merit against the claim. It saves the time and resources of the litigants, as well as that of the Court.***”

The question that remains to be answered is whether the suit of the Claimant meets these requirements. We must not lose sight of the fact that a Claimant in an action under the Undefended List procedure has a duty to satisfy the Court through the facts in their affidavit and the documentary annexures thereto that they are entitled to Judgment under the Undefended List procedure. In *David v. Jolayemi (2011) 11 NWLR (Pt. 1258) 320 C.A. 369, paras. E-A per Nweze, JCA (as he then was, now, JSC)* the Court held that

“Before the defendant can be called upon to depose to an affidavit which must condescend upon particulars and deal specifically with the plaintiff's claim, the plaintiff also has a concomitant duty to first

of all satisfy the court with an affidavit disclosing credible and reliable facts backed up with authentic and credible documents which would warrant the court to give him judgment where the defendant's affidavit does not disclose facts which would at least throw some doubt on the said plaintiff's case. Like all civil suits, the plaintiff ought to succeed on the strength of his case and not necessarily on the weakness of the defendant's case. Thus, the plaintiff's case must not prima facie be frivolous, vacuous, vexatious and unsupportable in law and fact."

The question, again, is this: has the Claimant herein performed the duty incumbent on her in this regard? To answer this question, I will revisit the reliefs the Claimant seeks in this suit. I reproduced the reliefs at the beginning of this Ruling; I will reproduce them again. The Claims of the Claimant are for: (1) An Order of this Honourable Court directing the Defendant to pay the sum of ₦33,077,500.00 (Thirty-Three Million Seventy-Seven Thousand, Five Hundred Naira) being the sum paid to the Defendant by the Claimant for an investment which was not returned to the Claimant despite demands; (2) The sum of ₦1,000,000.00 (One Million Naira) as cost of this suit; and, (3) 10% interest on the Judgment sum until the entire judgment sum is liquidated. The Claims satisfied the first condition, which is, the claim must be for a debt or a liquidated money demand.

In the affidavit in support of the Writ of Summons, the Claimant stated the grounds upon which her claims were based. She narrated how she was introduced to the

Defendant as a currency hedging businesswoman, how she paid in different sums of money amounting to the aggregate sum of ₦33,077,500.00 (Thirty-Three Million, Seventy-Seven Thousand, Five Hundred Naira) over a period of time into bank accounts the Defendant provided. Paragraph 14 of the affidavit in support of the Writ of Summons on the Undefended List contains this exact sum which is the pivot of this suit. Her averments as to the efforts she made to reach out to the Defendant to pay her the money were deposed to in the affidavit too.

The grounds of the Claimant as stated in the affidavit in support of the Writ of Summons are reinforced by the documentary exhibits she attached to her affidavit. **Exhibit HEN 1** is the transcription of the WhatsApp chat between the Claimant and Defendant. **Exhibit HEN 2** is a transaction receipt of Guaranty Trust Bank for the transfer of Nine Million Five Hundred Thousand Naira (₦9,500,000.00) from the Claimant to USMOHA GLOBAL ENTERPRISES. **Exhibit HEN 3** is another transaction receipt from the same bank for the transfer of Three Million, One Hundred and Twenty-Five Thousand Naira only (₦3,125,000.00) to USMOHA GLOBAL ENTERPRISES. **Exhibit HEN 4** is another payment receipt from the same GTB for the payment of ₦9,000,000.00 (Nine Million Naira only) from the Claimant to the account of NABWAL AND BROTHERS VENTURES.

Similarly, on the 31st of May, 2022, the Claimant transferred the sum of ₦5,000,053.75 (Five Million, Fifty-Three Naira, Seventy-Five Kobo) to NABWAL AND BROTHERS VENTURES. The evidence is Exhibit HEN 5. On the other hand, **Exhibit HEN 6** is the receipt of transfer of ₦392,500.00 (Three Hundred and Ninety-

Two Thousand, Five Hundred Naira) from the Claimant to NABWAL AND BROTHERS VENTURES. **Exhibits HEN 7 and HEN 8** are receipts of transfer of the sums of ₦2,060,000.00 (Two Million, Sixty Thousand Naira only) and ₦4,000,000.00 (Four Million Naira only) from the Claimant to NABWAL AND BROTHERS VENTURES. All these receipts point to the fact that the Claimant did indeed make the payments into the accounts provided by the Defendant as demanded. **Exhibit HEN 9** is the screenshot of the WhatsApp conversation between the Claimant and the Defendant where the details of the transaction and the confirmation of the payments of the monies were duly acknowledged by the parties.

According to the Claimant, she had made demands for her money from the Defendant. **Exhibit HEN 10** is the letter of demand from IBL Solicitors to the Defendant titled “DEMAND FOR PAYMENT OF THE SUM OF THIRTY-THREE MILLION SEVENTY-SEVEN THOUSAND, FIVE HUNDRED NAIRA ONLY”. It was dated the 21st of July, 2022. **Exhibit HEN 11** is the payment receipt to Zenith Carex Courier & Logistics Services for the delivery of the letter to the Defendant. **Exhibit HEN 12** is the report from the courier company notifying the solicitors of the Claimant of its inability to deliver the **Exhibit HEN 10** to the Defendant. It was titled “UNDELIVERED SHIPMENT NOTIFICATION” and dated the 25th of July, 2022. **Exhibit HEN 13** is a screenshot of conversations on WhatsApp and documents that were sent to one Esther Canada Sydney NC with the number +1 (902) 221-0235 *via* WhatsApp.

These were grounds that support the claims of the Claimant. They therefore informed the Court's decision, on the 10th of January, to place this suit on the Undefended List and to mark it as such pursuant to the provisions of Order 35 Rule 1(1) of the Rules of this Court. This is because the presumption in an Undefended List proceeding is that the Defendant has no defence on merit to the suit of the Claimant. See ***Kwara State Government & Others v. Guthrie Nigeria Limited (2022) 13 NWLR (Pt. 1846) 189 at 210, paras A-B, E-F*** where the Supreme Court held that ***"In an undefended list action, it is presumed that the defendant has no defence to the plaintiff's suit. In the instant case, by filing the action against the appellants under the undefended list, the respondent was saying that the appellants had no defence to the action."***

The law, however, does not leave the Defendant in a suit that has been marked as Undefended List without a remedy. Order 35 Rule 3(1) of the Rules of this Court provides that ***"Where a party served with the writ delivers to registrar, before 5 days to the day fixed for hearing, a notice in writing that he intends to defend the suit, together with an affidavit disclosing a defence on the merit, the court may give him leave to defend upon such terms as the court may think just."***

Thus, a Defendant who intends to defend a suit that has been placed on the Undefended List must (1) deliver to the Registrar a notice in writing that he intends to defend the suit, together with an affidavit disclosing a defence on the merit. This notice is known as the Notice of Intention to Defend; (2) The Defendant must file

same not later than five days to the return date; and (3) The affidavit that must accompany the Notice of Intention to Defend must disclose a defence on the merit.

The Courts have pronounced on the duty of the Defendant in an Undefended List proceeding. In ***Kwara State Government & Others v. Guthrie Nigeria Limited (2022) 13 NWLR (Pt. 1846) 189 at 210, paras. B-E***, the Court held that ***“If the defendant in an undefended list action intends to defend the suit, he must file a notice in writing together with an affidavit disclosing a defence on the merit. The affidavit should contain enough facts and particulars to satisfy the court to remove the case from the undefended list to the general cause list. Where the affidavit discloses no defence, then the case would not go on the general cause list.”***

The nature of the defence required of the Defendant in an action under the Undefended List procedure is a defence on the merit. As to the connotation of a defence on the merit, the Courts have explained that such a defence on the merit must condescend on the particulars of the Claimant’s claims. See generally on this point the following cases: ***Julius Berger (Nig.) Plc v. A.P.I. Ltd. (2022) 11 NWLR (Pt. 1841) 201 S.C. at Pp. 251, paras. C-E; 254, paras. D-H; Massken Nig. Ltd v. Amaka (2017) 16 NWLR (Pt. 1592) 438 S.C. at 454, paras B – D; Udemba v. Morecab Fin. (Nig.) Ltd. (2003) 1 NWLR (Pt. 800) 96 C.A. at 108, paras A-C; Lewis v. U.B.A. Plc (2016) 6 NWLR (Pt. 1508) 329 S.C. at 350, paras A – B; U.B.A. Plc. v. Jargaba (2007) 11 NWLR (Pt. 1045) 247 S.C. at Pp. 270-271, paras. H-A, 273, paras. C-E; Ataguba Co. v. Gura (Nig.) Ltd. (2005) 8 NWLR (Pt. 927)***

429 S.C. at 457, paras D – F; Deuches Haus (Nig.) Ltd. v. Union Homes S. & L. Plc (2021) 2 NWLR (Pt. 1759) 148 C.A. at Pp. 167-168, paras. H-H.

A defence on the merit may be a defence in relation to the facts of the case of the Claimant or a defence on points of law. The important consideration is that the defence must not be a sham defence, a frivolous defence, or a stratagem to delay the expeditious disposition of the case or an attempt to frustrate the Claimant. The defence must contain specific facts and must disclose a triable issue. See **UBN Plc v. Gap Consults Ltd (2017) 11 NWLR (Pt. 1577) 357 C.A. at 43, Paras.B-H** The defence need not be a cast-iron defence; but, at least, it must evince some facts which throw doubts on the case of the Claimant. See **Onoeyo v. U.B.N. Plc (2015) 10 NWLR (Pt. 1466) 104 C.A. at 122, paras. B-F.**

The question before this Court at this point is to determine, upon a scrutiny of the Defendant's Notice of Intention to Defend and the affidavit in support of same, whether the affidavit has disclosed a defence on the merit. This task is consistent with the duty required of the Court in suits of this nature. In **Mr. Dikko Ali Hashim v. Aso Savings & Loans Plc (2022) LPELR-57061(CA) at 45-46, paras D-B**, the Court of Appeal per Ogakwu, JCA held that

“The Court after the defendant has filed his processes has a duty to consider the same to see if he has disclosed a defence on the merit and ought to be given leave to defend the claim. It is the affidavit disclosing a defence on the merit which is filed with the notice of intention to defend that is the determinant factor on whether a

defendant will be let in to defend: ED-OF NIG LTD vs. SNIG NIG LTD (2013) LPELR (19888) 1 at 25-26. Although, the Court is imbued with the discretion on whether to grant the defendant leave to defend the claim where he has disclosed a defence on the merit, in exercising this discretion the Court has a duty to consider the affidavits filed by the parties. See BEFAREEN PHARMACY LTD vs. A.I.B. LIMITED (2005) 17 NWLR (PT 954) 230 at 233.”

In the affidavit in support of her Notice of Defend, the Defendant gave a chronological account of her relationship with the Claimant. She narrated how one Ms. Esther Ozono introduced the Claimant to her; how the entire Dollar hedging business stated; how the Claimant was purchasing her Dollars from one Miss Lawanson-Adeeko Olushola Augusta, referred to by the parties as Shola and how she, the Defendant, was only a line of communication between the Claimant and Shola with the addendum that the Claimant knows all along that she was dealing with Shola. Part of her defence is that the Claimant did not pay the monies into her personal account, but into accounts which the said Shola provided for the transactions. This particular defence of agency could be found in paragraphs 6, 19, 24, 25, 26, 27, 28, 29 and 38 of the affidavit in support of the Notice of Intention to Defend. She also maintained that the Claimant was aware of her petition against Shola to the Economic and Financial Crimes Commission when Shola disappeared with investors' funds.

To fortify her defence, the Defendant attached a number of documentary exhibits to buttress her depositions. **Exhibit A** was a WhatsApp message from the name Esther Ozono to the Claimant where she wrote inter alia “*Good evening Henrietta, shey(sic) you know Affiong is not with your money and you know she didn’t even tell you of this business,you want (sic) to her to do for you. So why are fighting (sic) Affiong when you know it Sola (sic) that ran way with all these money (sic)*” Exhibit B is the WhatsApp chat between the Claimant and the Defendant. This exhibit, just as the Claimant’s **Exhibit HEN 1**, contains a lot of revealing information. The difference is that while **Exhibit HEN 1** began from 7th April, 2022, the conversation in **Exhibit B** extended to the 26th of October, 2019. **Exhibit C** is a list of names which was attached to **Exhibit D**, that is, the petition written on behalf of the Defendant by the law firm of Ishiwu Chambers to the Economic and Financial Crimes Commission on the 1st of July, 2022 against Shola. **Exhibit E** is a letter written to the Claimant’s solicitors by the Defendant’s solicitors. It was dated the 1st of August, 2022 and headed “RE: DEMAND FOR PAYMENT OF THE SUM OF THIRTY-THREE MILLION, SEVENTY-SEVEN THOUSAND, FIVE HUNDRED NAIRA ONLY”. I note, with a passing interest, that there is no evidence on the face of the letter that it was actually delivered to the Claimant’s solicitors or that they received it.

I have reflected most deeply on the affidavits before me and their annexures. It is my considered view that the depositions in the affidavit in support of the Defendant’s Notice of Intention to Defend indeed satisfied the requirements of an affidavit that discloses a defence on the merit. The depositions are not mere general traverse.

They are specific. They are neither vague nor at large. They contain facts that throw up triable issues. They, in fact, condescended on the particulars of the facts deposed to in the affidavit in support of the Writ of Summons on the Undefended List.

The Rules of this Court is clear on what the Court must do in this circumstance. Order 35 Rule 3 provides that

“(1) Where a party served with the writ delivers to registrar, before 5 days to the day fixed for hearing, a notice in writing that he intends to defend the suit, together with an affidavit disclosing a defence on the merit, the court may give him leave to defend upon such terms as the court may think just.

(2) Where leave to defend is given under this Rule, the action shall be removed from the Undefended List and placed on the ordinary Cause List; and the Court may order pleadings, or proceed to hearing without further pleadings.”

Having found that the affidavit in support of the Defendant’s Notice of Intention to Defend has disclosed a defence on the merit, I hereby grant the Defendant leave to defend this suit. Accordingly, this suit is hereby removed from the Undefended List and is transferred to the General Cause List. Since, in my view, the affidavit in support of the Writ of Summons and the affidavit in support of the Notice of Intention to Defend are detailed, it will be superfluous to order the parties to file pleadings. Pursuant to Order 35 Rule 5 of the Rules of this Court, an order for oral hearing is

hereby made. The respective deponents of the affidavit in support of the Writ of Summons and the affidavit in support of the Notice of Intention to Defend are hereby ordered to avail themselves for cross-examination, if any, on the facts contained in the affidavits. Parties are free to file additional Witness Statement on Oath and to frontload further documentary evidence if they find them necessary. All steps the parties may wish to take in view of this must be taken before the next adjourned date.

This is the Ruling of this Honourable Court delivered today, the 8th of June, 2023.

HON. JUSTICE A. H. MUSA
JUDGE
08/06/2023