

**IN THE HIGH COURT OF THE FEDERAL
CAPITAL TERRITORY, ABUJA
HOLDEN AT APO, ABUJA**

ON TUESDAY, 29TH DAY OF JUNE, 2021

BEFORE HON. JUSTICE SYLVANUS C. ORIJ

CHARGE NO. FCT/HC/CR/38/2015

BETWEEN

FEDERAL REPUBLIC OF NIGERIA --- COMPLAINANT

AND

ANYIKA DANIEL ONYEBUCHI --- DEFENDANT

JUDGMENT

On 2/12/2015, the Economic and Financial Crimes Commission [EFCC] filed Information of 8 counts against Mohammed Lawal [as the 1st defendant] and Anyika Daniel Onyebuchi[as 2nd defendant]. On 15/2/2016, the prosecution filed its Amended Information of 6 counts against the defendant, Anyika Daniel Onyebuchi. On 16/2/2016, the defendant pleaded not guilty to the counts. The particulars of offence of the 6 counts read:

Count 1 – Offence of Receiving Stolen Property:

ANYIKA DANIEL ONYEBUCHI, sometimes in August, 2008 at Abuja within the jurisdiction of this Honourable Court dishonestly received stolen

property to wit: Certificate of Occupancy over Plot No. 921, Katampe B07, file No. 10304, the property of one AlhajiLawal Umar Aminu, having reason to believe same to be stolen property.

Count 2 – Offence of Criminal Conspiracy:

ANYIKA DANIEL ONYEBUCHI and one MOHAMMED LAWAL [Still at Large], on or about the 11th day of August, 2008 at Abuja, within the jurisdiction of this Honourable Court, did agree amongst yourselves to do an illegal act to wit: Forgery of one DEED OF ASSIGNMENT BETWEEN LAWAL UMAR AMINU AND ABDULLAHI GUSAU dated 11/08/2008.

Count 3 – Offence of Forgery:

ANYIKA DANIEL ONYEBUCHI and one MOHAMMED LAWAL [Still at Large], on or about the 11th day of August, 2008 at Abuja, within the jurisdiction of this Honourable Court did execute a forged document titled: DEED OF ASSIGNMENT BETWEEN LAWAL UMAR AMINU AND ABDULLAHI GUSAU dated 11/08/2008, purportedly executed by oneLawal Umar Aminu who you know did not execute it.

Count 4 – Offence of Using as Genuine a Forged Document:

ANYIKA DANIEL ONYEBUCHI and one MOHAMMED LAWAL [Still at Large], on or about the 11th day of August, 2008 at Abuja, within the jurisdiction of this Honourable Court did fraudulently use as genuine a forged document titled: DEED OF ASSIGNMENT BETWEEN LAWAL UMAR

AMINU AND ABDULLAHI GUSAU dated 11/08/2008, purportedly executed by one Lawal Umar Aminu who [sic; which] you know to be a forged document.

Count 5 – Offence of Conspiracy to Obtain Money Under False Pretence:

ANYIKA DANIEL ONYEBUCHI and one MOHAMMED LAWAL [Still at Large], sometime in August, 2008 at Abuja, within the jurisdiction of this Honourable Court did conspire amongst yourselves to do an illegal act to wit: Obtaining the sum of N8,000,000.00 [Eight Million Naira] from one ABDULLAHI GUSAU under false pretence.

Count 6 – Offence of Obtaining Money Under False Pretence:

ANYIKA DANIEL ONYEBUCHI and one MOHAMMED LAWAL [Still at Large], sometime in August, 2008 at Abuja, within the jurisdiction of this Honourable Court with intent to defraud, obtained the sum of N8,000,000.00 [Eight Million Naira] from one ABDULLAHI GUSAU under the false pretence that it was payment for Plot No. 921, Katampe B07, file No. 10304, the property of one Alhaji Lawal Umar Aminu, which representation you know to be false.

The prosecution called 5 witnesses namely: AbdullahiHusseini [PW1], John Meniru [PW2], NuhuHaruna [PW3], AlluDauda [PW4] and Dabi Gideon Dashong [PW5]. The defendant testified in his defence as DW1 and did not call any other witness.

Evidence of AbdullahiHusseini[PW1]:

AbdullahiHusseinitestified that he knew the defendant about 2007. In this transaction, he got the photocopy of the land documents through his office assistant around August 2008. He conducted a “*window search*” on behalf of his client and confirmed that the documents had no problem. The defendant brought the original documents; there were 8 other people with defendant including Nuhu, AlhajiGali, John and AlhajiSaidu. On inquiry, defendant and the 8 others told him that he [the defendant] bought the land and wanted to resell. The defendant showed him an open power of attorney to confirm that he bought the land from the original owner. They agreed on N8 million as the price for the property. Before then, he had agreed with the defendant to add some money to the purchase price. They agreed to add N1 million while the purchase price of the property was N7 million.

PW1 narrated how he paid N7 million cash to the defendant in the presence of all the agents involved in the transaction. He gave the defendant the power of attorney to send to the owner of the land to sign. The defendant handed over the original documents of the land to him after the payment. The power of attorney, which he gave to the defendant to be signed by the owner of the land, was later signed and the defendant brought the copies to him. He [PW1] handed over the power of attorney to his client and his client took it to AGIS for registration. There was no problem with the papers. About 2010, his client informed him that there was a problemwith the land as the owner of the land

said he did not sell it. He called the defendant who assured him that there was no problem with the land. Thereafter, EFCC invited him and the other agents. He went to EFCC and made his statement.

During cross examination, PW1 said his client is Barrister Zaidu Abdullahi. The cross examiner inquired from the PW1 if he asked the defendant for the power of attorney and deed of assignment to confirm that he bought the land from the original allottee. PW1 answered: *"I asked the defendant and he showed us a document. He said because he is not registering the document, if we pay, he will take our power of attorney to the person he bought the property from to sign."*

Evidence of John Meniru [PW2]:

The evidence of PW2 is that he is a real estate broker. He knew the defendant in 2003. About 2008, defendant told him that he has a plot of land at Katampe to sell. He collected photocopies of the documents of the plot from defendant and gave them to one Nuhu. After about a week, Nuhu informed him that he has gotten a buyer through other agents. Later, he, the defendant and Nuhu met one Abdullahi. They agreed on N8 million for the plot. After they had conducted search, they met at Arewa Suites where the defendant brought out the documents of the land i.e. original certificate of occupancy [C of O], deed of assignment and power of attorney. The power of attorney was between the owner of the land and the defendant. Abdullahi asked the defendant why the power of attorney was not signed. The defendant said he buys properties to resell. Abdullahi paid the defendant for the land in the bank.

The PW2 further stated that the defendant gave him a cheque for the sum of N1,725,000 as the agency fee they agreed upon. He collected N725,000 and gave N1,000,000 to the other agents. In 2011, he was called by Nuhu. When he met Nuhu, he was with 2 officers of EFCC. He was invited by EFCC; he went and made his statement. At EFCC, they said the business was not genuine. He was asked to refund the money he got from the transaction. So far, he has refunded N400,000 to EFCC operatives.

During cross examination, John Meniru stated that the power of attorney which the defendant brought was unsigned. When the defendant collected the money, he signed on a paper and handed over the original documents of the land to Abdullahi.

Evidence of NuhuHaruna[PW3]:

The evidence of PW3 is that he knew the defendant through Mr. John. About 7 years ago, Mr. John introduced a property at Katampe, Abuja to him and gave him copies of the documents of the land. He introduced the property to KabiruGhali who introduced the property to his father [AlhajiGhali]. AlhajiGhali introduced the property to AlhajiSaidu who in turn introduced it to the buyer i.e. AlhajiAbdullahi. When AlhajiAbdullahi was introduced to the property, he requested to meet the owner. When they met at Arewa Suites, Mr. John introduced the defendant to them as the owner of the property. AlhajiAbdullahi requested to sight the original documents from defendant. When AlhajiAbdullahi sighted the documents, he asked the

defendant if he was the allottee. The defendant said he bought the land from the allottee and he brought a power of attorney which he was supposed to sign with the allottee; but he left it open.

The PW3 explained that in property business, if you buy a property with intention to resell, you do not sign your portion of the power of attorney but the seller will sign. In the power of attorney presented by the defendant, the seller signed but the column for the buyer was not signed. AlhajiAbdullahi requested the defendant to add some money on the purchase price for the agents since his client was not paying him any agency fee. The defendant agreed. After conducting search at AGIS, AlhajiAbdullahi paid N8 million to the defendant's account. The defendant put the purchase price at N6 million. So, N2 million was shared by the agents. The defendant gave him N1 million for himself, AlhajiGhali and KabiruGhali. He [PW3] was given N400,000. The sum of N1 million went to AlhajiAbdullahi and AlhajiSaidu.

NuhuHaruna[PW3] further stated that after the payment, AlhajiAbdullahi prepared a power of attorney between the original allottee and his client and gave it to the defendant to get it signed. It was later signed and the defendant returned it to AlhajiAbdullali. In March 2011, AlhajiAbdullahi informed him that the allottee reported the matter to EFCC. He went to EFCC and the IPO told him that the complainant said his title document was stolen. He told EFCC that if it is established that the transaction was fraudulent, he will refund the sum of N400,000, which he was given.

During cross examination, PW3 was asked why the buyer did not request the defendant to sign the said power of attorney. His answer was that defendant said he has an understanding with the allottee that if there is a buyer, he [the defendant] will take the fresh power of attorney to the allottee to sign in favour of the buyer. Defendant gave him cash of N1 million through John.

Evidence of Inspector AlluDauda[PW4]:

PW4 testified that he was a member of the team that investigated a petition dated 18/11/2010 written by Abdulwahab Mohammed on behalf of Lawal Umar Aminu. They contacted the complainant through his lawyer and he volunteered a statement where he mentioned Barrister ZaiduAbdullahi who attempted to register his stolen C of O in AGIS. On 2/2/2011 Barrister ZaiduAbdullahi was invited and he made his statement under words of caution. Barrister ZaiduAbdullahi promised to bring the person that sold the C of O to him and also bring documents. After some days, he brought photocopies of Bank PHB deposit slip and data page of the International Passport of Mohammed Lawal and a land purchase receipt. Barrister Zaidutold the team that the data page is the identity of the person into whose account part of the purchase price for the land was paid.

They wrote to Bank PHB [now Keystone Bank] to give them the statement of account and account opening package of the said account. While they were waiting for response from Bank PHB, Barrister ZaiduAbdullahi brought AlhajiHusseiniAbdullahi as the person that brought the C of O to him. He

said they conducted search at AGIS and found that there was no problem on the land; that was why his client bought the plot. AlhajiHusseiniAbdullahi was invited to EFCC. He confirmed what Barrister Zaidu said and mentioned that NuhuHaruna brought the C of O to him. When Nuhu came to EFCC, he mentioned John Meniru who in turn mentioned the defendant. While waiting for defendant, they received a response from Bank PHB where the address of Muhammad Lawal was shown as No. 40, 13 Crescent, Kado Phase II, Abuja.

PW4 further stated that when they got to the said address, they found that it was also the address of the nominal complainant. They found that one of the sons of the nominal complainant is Mohammed Lawal but he was in school then. The nominal complainant was asked to bring all his sons to EFCC. On 27/4/2011, the complainant brought 4 of his sons and he [PW4] identified Mohammed Lawal. Mohammed Lawal was interviewed about the C of O and the sum of N2.4 million deposited in his account in 2008. Mohammed Lawal narrated that he and Mr.Kyom were defendant's friends. Mohammed Lawalsaid he discussed with defendant on how he can make money to buy luxury things like him [the defendant]. The defendant told him that he can make it if he can get something like shares or title documentof property from their house, which they can sell and make money.

According to PW4, Mohammed Lawal further stated that after the discussion with the defendant, he went and stole his father's share certificates and gave them to defendant to sell. After some days, the defendant returned the share

certificates and said there is no money in shares and that he should look for land documents. He returned the share certificates to his father's room and got 2 land documents for land in Katampe Estate and one in Karu Site. He took the documents to the defendant's house at NNPC Quarters, Area 11, Garki, Abuja. The defendant returned the one for Karu Site to him because it will not fetch them enough money. He returned the one for Karu Site to his father's room and left the one for Katampe Estate with the defendant. After sometime, the defendant informed him that he has found a buyer but they needed his father's signature. Mohammed Lawal said he gave his father's driver's licence to the defendant to enable them see his father's signature in it.

After some days, the defendant returned his father's driver's licence to him and demanded for his account number, which he gave him. The defendant paid N2.4 million into his account in Bank PHB as his own share of the sale of the land. Mohammed Lawal volunteered a statement under words of caution. When Mohammed Lawal was asked about Mr. Kyom, he said Mr. Kyom is in Malaysia. PW4 stated that from the information they got from the house of Mohammed Lawal, he is now in Dubai for his Master's Degree. They wrote to the office of his surety [i.e. USAID] to release his surety. The reply they got was that the surety was no longer working with them. Further investigation revealed that the surety is now in United States of America with his family.

Inspector Alu Dauda [PW4] narrated how defendant was arrested by another team of EFCC in respect of another case. On 3/3/2014, they showed defendant

a copy of the petition and asked if he knew anything about the plot in issue. He confirmed knowing the plot and Mohammed Lawal. The defendant made a statement under words of caution. PW4 tendered the following documents:

- i. Statement of Mohammed Lawal at EFCC dated 27/4/2011: Exhibit A.
- ii. Letter from Keystone Bank Ltd. to EFCC dated 8/11/2016 and the attached documents: Exhibit B.
- iii. Statement of the defendant to EFCC dated 3/3/2014: Exhibit C.
- iv. The petition from Musa Yakubu & Co. to EFCC dated 18/11/2010: Exhibit D.

Inspector AluDauda concluded that after investigation, they found that the signature of the nominal complainant was forged on the Deed of Assignment. They arrived at that conclusion because they invited the nominal complainant and took his signature specimen, which was forwarded with the Deed of Assignment to Forensic and Analysis Unit of EFCC for examination. After the examination, the Unit forwarded its report stating that the signatures on the Deed of Assignment and on the specimen collected from the complainant were not made by the same person.

During cross examination of PW4, he stated that it was not to his knowledge that the defendant issued a cheque of N900,000 to NuhuHaruna [PW3]. In the course of investigation, the defendant mentioned a cheque of N1,725,000 he

issued to John Meniru. John Meniru said the cheque was not given to him. He cannot remember if there was a document to show that Mohammed Lawal authorized the defendant as an agent to sell the plot.

Evidence of Dabi Gideon Dashong[PW5]:

The evidence of PW5 is that he is a forensic document examiner. On 5/8/2015, the Questioned Documents Examination Section, EFCC Forensic Laboratory [where he works] received a letter of request from the Head of Counter Terrorism and General Investigation Unit of EFCC. The letter forwarded 2 sets of documents; the first set marked X-X4 contained arrowed signature which is in dispute while the second set marked A-A5 contained known request specimen signatures. The request was for examination, comparison and report on the 2 sets of documents in order to determine the authorship of the disputed signature. The case was assigned to him. He narrated how he examined and compared the disputed signature and the specimen signatures in the 2 sets of documents.

PW5 further stated that after the analysis, he came up with a report dated 20/11/2015, which contains his opinion. The Deed of Assignment between Lawal Umar Aminu and Abdullahi Gusau dated 11/8/2008 marked X-X4 was tendered as Exhibit E. The letter dated 5/8/2015 and the attached documents are Exhibit F. His opinion is that the author of the known request specimen signatures on document marked A-A5 did not write the arrowed disputed signatures on page marked X4 on the disputed document marked X-X4.

When PW5 was cross examined, he stated that he did not get the defendant's handwriting or signature. He worked with the specimen given to him.

Evidence of the Defendant [DW1]:

The defendant stated that he is a businessman and he is into properties. Sometime in July 2008, he was called by Mr.Kyom from Plateau State. Mr.Kyom, who was also an agent, told him that he had a property to sell. At that time, he used to buy properties and resell. Mr.Kyom called him to buy but he did not have cash to buy. He told Mr.Kyom that he will help him to sell the property. Mr.Kyom gave him a photocopy of the C of O for the land located at Katampe. He contacted Mr. John Meniru who is also a property agent. John Meniru took a copy of the C of O and went to locate the land. John Meniru told him that the price of the land will not be high because of the difficulty in removing the indigenes who owned local houses on the land.

DW1 said he went back to Mr.Kyom and told him his findings on the land. Mr.Kyom said the family that owns the land needed money urgently for medical treatment of the owner of the land; and any amount he can get for the land is okay. He then asked for the original C of O of the land to sight. Mr.Kyom told him that he and the family had given the original C of O to a Real Estate Surveyor and property dealer to sell. Mr.Kyom took him to an office opposite NikonLuxury, Area 11, Garki, Abuja. He [defendant] asked the man of the written authority from the family to sell the land. The man

brought a photocopy of an International Passport with an authority to the property developer to sell the plot on their behalf written under it. The International Passport was that of Lawal Mohammed, the first son of the owner of the plot.

The defendant said he asked why the owner of the plot did not issue the authority. They explained that the owner had stroke and was flown abroad for treatment; they wanted to sell the property to save his life. The photocopy of the International Passport of Lawal Mohammed with the endorsement below it is Exhibit G. Mr.Kyom signed as a witness to the said endorsement. He [DW1] demanded that the man who gave him the document should invite Lawal Mohammed to read the document because at that time, it was difficult for him [DW1] to read what was written. They invited Lawal and they met at Villa U Hotel behind Sheriff Plaza, which was opposite Mr.Kyom's house. Mr.Lawal Mohammed read the document up to about 5 times. Mr.Kyom and the man representing the company that had the authority to sell the land did not want him to have much discussion with Lawal Mohammed *"because they were afraid of being circumvented from the transaction."*

DW1 further stated that he informed Mr.Meniru that he sighted the original title document and the letter of authority from the family. John Meniru said they were already discussing with a Permanent Secretary to buy the land and that the Permanent Secretary will not be able to go and see the land. He and Mr.Meniru started discussing the price. He was relating the discussion to

Mr.Kyom and the man representing the company that had authority to sell the plot; since they were the ones to approve the price. Mr. John Meniru told him that the Permanent Secretary had agreed to pay N2.4 million. He informed Mr.Kyom and the man representing the said company of the offer; and they agreed. When he informed Mr.Meniru that the family has agreed for N2.4 million, Mr.Meniru asked him to provide the original C of O to conduct search at AGIS and for payment. Mr.Kyom and the man representing the company then handed over the original C of O to him [DW1].

He went to AGIS with Mr.Kyom and Mr.Meniru for search. That was when he saw AlhajiHusseini and Nuhu. After the search, they went to Arewa Suites where they said the man representing the Permanent Secretary was lodging. The man calledAlhajiAbdullahi met them and asked for the original C of O. AlhajiAbdullahi said he wanted to pay cash and that they should go to Intercontinental Bank where he [DW1] told him that he had an account. On their way to Utako branch of the Bank, John Meniru and Mr.Nuhu[who were with him in one car] told him that the amount they negotiated with the man was N8 million. Hebecame confused and told them the money they added was too much. They said it is business.

Anyika Daniel Onyebuchisaid he told them that he will not dip his hand into the N2.4 million to pay agency fee and that all of them will share the money added to the N2.4 million. Mr.Meniru and Nuhu disagreed and said it is their money. By then, they had asked Mr.Kyom and the other man to go because

they said the buyer, as *"a government man"*, did not want crowd. He told them that if they will not accept his terms of sharing the amount added, he will not sell the land. They eventually agreed. At the bank, AlhajiAbdullahi said he will take N1 million out of the N8 million. He was paid N7 million. As the money was paid to him in cash, he needed John Meniru and Nuhu to sign that they collected the money they added. Mr. Meniru collected N1,725,000 while Mr. Nuhu collected N950,000. He collected N1,525,000.

DW1 further testified that Mr. John Meniru and Mr. Nuhu signed documents acknowledging the said sums they collected; he issued cheques to them. The Intercontinental Bank cheque dated 8/8/2008 in the name of John Meniru for N1,725,000 is Exhibit H. The Intercontinental Bank cheque dated 8/8/2008 in the name of Nuhu Zachariah for N950,000 is Exhibit J. He went to Bank PHB to pay N2.4 million into the account which CIFL Investment Ltd., the Real Estate Company [stated in the authority letter] sent to him when he informed them that he was through with the transaction. The name of the account was Mohammed Lawal. The Bank PHB deposit slip dated 9/8/2008 is Exhibit K.

The next day, AlhajiHusseini informed him that the power of attorney and deed were ready for the family to sign. AlhajiHusseini gave him the documents and he took them to the office of CIFL Investment Ltd. After 2 days, Mr. Mike of CIFL Investment Ltd. told him that the documents have been signed. He collected the documents and gave them to AlhajiHusseini.

He did not know who signed the documents. Mr. Mike said he took the documents to the family and returned them after they had been signed.

The further evidence of the defendant is that after few years, he went to EFCC for another issue and Mr.Allu [PW4] said they have been looking for him in respect of the property in this case. He told them all that happened. When he stepped out of EFCC, he called Mr.Kyom but the number was not going through. He called Mr. Mike and told him what he heard in EFCC. Mr. Mike said the family was not happy because the agent added more money than the amount given to the family; so, the family wanted the property back. When he[the defendant] told the IPO to go to CIFL Investment Ltd. for them to explain about the transaction, he refused. He called Mr. Mike to go to EFCC to explain about the transaction. Mr. Mike said nobody invited him; so, he will not go to EFCC.

During cross examination, the cross examiner asked DW1: *"In Abuja, when you sell a land you are entitled to 5% of the total purchase price as fee for services rendered. Am I correct?"* DW1 answered: *"It varies. In cases where you added money to the amount you were asked to sell, you are bound to get higher than 5%."*He confirmed that in his statement to EFCC [Exhibit C], he said Mr. John collected N1 million; that he paid N1.5 million to another agent; that he paid 2.5 million to the account of Mohammed Lawal; and that he took N2 million.

ISSUES FOR DETERMINATION:

At the end of the trial, the Court directed the parties to file their final written addresses. Sigis-Mund Agha Esq. filed defendant's final written address on 4/12/2020. Maryam Aminu Ahmed Esq. filed the prosecution's final written address on 22/2/2021. Both learned counsel adopted their respective final written addresses on 23/2/2021.

Sigis-Mund Agha Esq. formulated two issues for determination, namely:

1. Whether prosecution has proved these offences against the defendant beyond reasonable doubt for the Honourable Court to find defendant guilty of the offences.
2. Whether the contradictory evidences of prosecution witnesses could be reliable in the trial.

On the other hand, Maryam Aminu Ahmed Esq. distilled one issue for the Court's determination, to wit:

Whether the prosecution has proved its case against the defendant beyond reasonable doubt as required by law.

It is trite law that the prosecution has the evidential burden to prove the guilt of a person alleged to have committed an offence. The standard of proof is beyond reasonable doubt. Learned counsel for the prosecution is correct that proof beyond reasonable doubt does not mean proof beyond all shadow of doubt. It means establishing the guilt of the accused person with compelling

and conclusive evidence. See Michael v. The State [2008] LPELR-1874 [SC] and State v. Onyeukwu [2004] LPELR-3116 [SC].

Therefore, the issue for determination in this case is whether the prosecution has proved the charges against the defendant beyond reasonable doubt. The charges will be considered in turn.

COUNT 1 – RECEIVING STOLEN PROPERTY:

Section 317 of the Penal Code provides:

Whoever dishonestly receives or retains any stolen property knowing or having reason to believe the same to be stolen property, shall be punished with imprisonment for a term which may extend to fourteen years or with fine or with both.

It is trite law that whenever a person is charged with the offence of receiving stolen property, the prosecution must prove the following elements: [i] that the property was stolen; [ii] that the property was found in possession of the accused person; and [iii] that the accused person knew that the property was stolen. See the cases of Adamu v. State [2018] LPELR-44172 [CA] and State v. Nnolim [1994] LPELR-3222 [SC] cited by learned counsel for the prosecution.

Learned defence counsel referred to the defendant's evidence that CIFL Investment Ltd., represented by Mr. Kyom and Mr. Mike, handed over the title document of the plot, Plot 921 Katampe, Abuja, to him. He submitted that

from the letter of authority or instruction to sell the plot [Exhibit G] given by Mohammed Lawal to CIFL Investment Ltd., a reasonable man would not see the source of the title document for the plot as shady in any way. Mr. Sigis-Mund Agha pointed out that Mohammed Lawal and Mr. Kyom were not called to testify; and argued that in the absence of Mohammed Lawal and Mr. Kyom, the prosecution failed to refute the defendant's account of events and how he got the title document.

Sigis-Mund Agha Esq. further submitted that the extra-judicial statement of Mohammed Lawal [Exhibit A] is inadmissible and unreliable; citing the case of **AfamOkeke v. The State [2016] LPELR-40024 [CA]**. He urged the Court to expunge Exhibit A, noting that the defence was unable to cross examine the contents of the alleged statement of Mohammed Lawal. It was also submitted that the narration of the events by PW4 based on the statement purportedly made by Mohammed Lawal is hearsay evidence and therefore inadmissible. Learned defence counsel concluded that the prosecution failed to prove that the defendant dishonestly received the title document of the property or that he knew or had reason to believe that the said document was stolen.

The viewpoint of learned counsel for the prosecution on the other hand is that PW4 narrated: [i] how the nominal complainant alleged that the C of O of his said plot was stolen; [ii] how Mohammed Lawal came in contact with the defendant; and [iii] how the defendant lured Mohammed Lawal to obtain or collect the said C of O from his father's room and gave it to the defendant to

sell. This fact was also written by Mohammed Lawalin his extra-judicial statement [Exhibit A]. Counsel submitted that the defendant was fully aware of the fact that the C of O was stolen; if not, *“he would not have gone extra miles to make sure that it is sold despite the fact that the owner of the land did not approve same to him directly.”*

Maryam Aminu Ahmed Esq. further argued that the defendant received the stolen property dishonestly in that after selling the land, he hid the actual amount the land was sold from Mohammed Lawal. Also, the defendant knew or had reason to believe that the title document of the property was stolen because he was aware that the plot was not that of Mohammed Lawal.

Now, the first element of the offence of receiving stolen property is proof that the property was stolen. PW4 testified that the nominal complainant, Lawal Umar Aminu, reported to EFCC vide a petition dated 18/11/2010 [Exhibit D] that his C of O in respect of the said plot was stolen. It was later discovered that his son, Mohammed Lawal, stole the C of O. PW4 further testified that Mohammed Lawal informed them that the defendant advised him to steal his father's C of O so that he can make money. Lawal Umar Aminu did not give evidence that his C of O [or property] was stolen by his son [or anyone else] or the circumstances under which his son took the C of O. Mohammed Lawal did not also testify that he stole his father's document.

From the submissions of Maryam Aminu Ahmed Esq., the prosecution relied on the evidence of PW4 on what the nominal complainant and Mohammed Lawal told him as proof of the charge. Can the Court rely on the evidence of PW4 [the IPO] as proof that the C of O was stolen? In **AfamOkeke v. The State [supra]**, it was held that *“the extra-judicial statement of a witness in a criminal trial is inadmissible as evidence for either side. The admissible evidence is the evidence on oath in open court by the witness which is subject to cross examination by the adverse party. The only time when an extra judicial statement of a witness is admissible is where a party seeks to use it to contradict the evidence of a witness already given on oath.”*

Also in **Friday UdoEkpov. The State [2001] 7 NWLR [Pt. 712] 292**, it was held that the evidence of an Investigating Police Officer [IPO] called to testify as to the admission by another witness who is not called to give evidence is hearsay evidence, which is inadmissible. Where a Police officer testified about what a prospective witness told him in the course of investigation, that evidence is hearsay.

In line with the above decisions, I agree with the learned defence counsel that the extra-judicial statement of Mohammed Lawal [Exhibit A] is inadmissible. In the same vein, the evidence of PW4 on what the nominal complainant and Mohammed Lawal told him constitute hearsay evidence and inadmissible. I take the view that since the Court cannot rely on the hearsay evidence of PW4, there is no evidence before the Court to prove beyond reasonable doubt

that the C of O of Lawal Umar Aminu was stolen by his son, Mohammed Lawal. In the circumstance, I hold that the prosecution failed to prove the first element of the offence of receiving stolen property in count 1.

Assuming there is proof that the C of O of Lawal Umar Aminu was stolen by his son, Mohammed Lawal, the next critical question is whether there is proof beyond reasonable doubt that defendant knew that the said document was stolen at the time he was in possession of same.

In Oluwaseyi v. State [2016] LPELR-41121 [CA], it was held that guilty knowledge is a very vital ingredient of the offence of receiving stolen property, and this may be inferred from the circumstances as revealed by the evidence. In determining the issue, the trial Judge has a duty to examine carefully the explanation given by the accused person as to how the goods [or property] came into his possession.

The defendant in his testimony explained how he got the said C of O. If I may be prolix for clarity, the defendant stated that Mr. Kyom told him that he had a property to sell and that the family that has the property needed money urgently for medical treatment of the owner of the land. Mr. Kyom took him to CIFL Investment Ltd. [opposite Nikon Luxury] where he was given a letter of authority written by Mohammed Lawal on the copy of his International Passport [Exhibit G]. He said he asked why the owner of the property did not issue the authority to sell. They said the man had stroke and was flown abroad for treatment; they wanted to sell the property to save his life. He later

got the original C of O of the plot from Mr.Kyom and the representative of CIFL Investment Ltd.In Exhibit G, MohammedLawal wrote the following words on 7/7/2008:

I, Lawal Muhammad who copy of International Passport appears above in this day 7th of July 2008hands over the said land documents right of occupancy No. 22cew-61e8z-55335r-c38cu-10 file No. KD 10304 located at Katampe District Cadastral Zone B07 Plot No. 921 of the Federal Capital Territory to Messrs CIFL Investment Ltd. of Plot 439 Jos Street, Area 11 [a firm of Estate Surveyors and Valuers] to dispose and collect the sale proceed and remit same to me as directed by my father to me.

As I said before, Lawal Umar Aminu did not testify to state the circumstances under which his son took his C of Oso as to refute or counter his son's representation in Exhibit G that he gave the authority to sell the land "*as directed by my father to me*". Mohammed Lawal did not testify. Mr.Kyom [who was mentioned in the defendant's extra-judicial statement [Exhibit C] did not testify. I have already found that the evidence of PW4 aboutwhat he was told by the nominal complainant and Mohammed Lawal is inadmissible.

The prosecution did not impugn or discredit thedefendant's evidence on how he got the C of Oof the said plot from Mr.Kyom and Mr. Mike, the representative of CIFL Investment Ltd.I note that during cross examination, the prosecuting counsel did not ask the defendant any question to discredit his account on how he got thesaid document or to discredit Exhibit G. The

law is that where a witness is not cross examined on a fact, the import is that the party who ought to have cross examined him accepts the evidence of the witness as true. See Agbo v. State [2006] 6 NWLR [Pt. 977] 545.

In the light of the foregoing, the Court holds that the prosecution failed to prove beyond reasonable doubt that the defendant dishonestly received the C of O of Plot 921, Katampe, Abuja, property of Lawal Umar Aminu, or that he knew or had reason to believe that the C of O was stolen. The prosecution failed to prove the charge in count 1 against the defendant.

COUNTS 2, 3 & 4 – CRIMINAL CONSPIRACY, FORGERY AND USING AS GENUINE A FORGED DOCUMENT:

The courts have held that it is a proper approach to an indictment which contains a charge of conspiracy and a substantive charge to deal with the substantive charge first and then proceed to see how far the conspiracy count has been made out. See Alufohai v. State [2015] 3 NWLR [Pt. 1445] 172. Thus, I will first consider the charges of forgery and using as genuine a forged document respectively in counts 3 and 4 before the charge of conspiracy to forge a document in count 2.

In count 3, it was alleged that the defendant “*did execute a forged document titled: DEED OF ASSIGNMENT BETWEEN LAWAL UMAR AMINU AND ABDULLAHI GUSAU dated 11/08/2008, purportedly executed by one Lawal Umar Aminu who you know did not execute it.*” In count 4, the prosecution alleged that

the defendant *“did fraudulently use as genuine a forged document titled: DEED OF ASSIGNMENT BETWEEN LAWAL UMAR AMINU AND ABDULLAHI GUSAU...”* The said Deed of Assignment was tendered by PW5 as Exhibit E.

Section 364 of the Penal Code provides:

“Whoever commits forgery shall be punished with imprisonment for a term which extends to fourteen years or with fine or with both.”

Section 366 of the Penal Code provides:

Whoever fraudulently or dishonestly uses as genuine any document which he knows or has reason to believe to be a forged document, shall be punished in the same manner as if he had forged such document.

Learned counsel for the defendant referred to the evidence of PW5 during cross examination that he did not get defendant’s signature or handwriting; he only worked with the specimen given to him. It was submitted that the investigation of the signatures or handwriting by PW5 *“was an effort in futility. There was no possible way the prosecution could prove that the defendant forged the signatures on the document without comparing the defendant’s specimen signature or handwriting. And the witness admitted on oath that they failed to do that. In the foregoing the allegation of forgery of document and or signature will fail”*. Counsel referred to section 93[1] of the Evidence Act, 2011.

Learned counsel for the prosecution referred to Osondu v. FRN [2000] 12 NWLR [Pt. 682] 483 where it was held that a document is said to be forged if the whole or part of it is made by a person with all falsity and knowledge of the falsity and with the intention that it may be acted upon as genuine to the prejudice of the victim. Counsel posited that what made the said Deed of Assignment [Exhibit E] to be a forgery is the purported signature of Lawal Umar Aminu thereon which was fraudulently indicated to be genuinely made by him; when he did not sign or authorize the signing thereof.

Maryam Aminu Ahmed Esq. relied on the testimonies of PW4 & PW5; and submitted that the prosecution has shown that Lawal Umar Aminu did not sign the said document. Therefore, the use of his signature on the Deed of Assignment was a forgery. The evidence of the PW4 and PW5 show that the signature of the complainant was forged. It was also argued that from the defendant's evidence, he knew that the International Passport with the authority to sell the land was not that of the owner of the plot. Learned prosecuting counsel concluded that the prosecution proved the ingredients of the offences in counts 3 & 4 against the defendant beyond reasonable doubt.

In Asomugha v. Nwabueze [2011] LPELR-4630 [CA], it was held that forgery is the making of a false document in order that it may be used as genuine. A document is forged if the whole or any material part thereof purports to be made by or on behalf of a person who did not make it and did not authorize its making. See also Osondu v. State [supra]. The elements of the offence of

forgery include evidence that the document in question is forged; and that the accused person [or defendant] forged it. In **Aituma v. State [2006] 10 NWLR [Pt. 989] 452**, it was restated that to sustain a charge of forgery, it is essential to prove that the accused person forged the document in question.

The PW4 told the Court that Lawal Umar Aminu said he did not sign the Deed of Assignment [Exhibit E]. PW4 also testified that Mohammed Lawal told him that: *“After sometime, the defendant informed him that he has found a buyer but they needed his father’s signature. Mohammed Lawal said he gave his father’s driver’s licence to the defendant to enable them see his father’s signature in it. After some days, the defendant returned the driver’s licence to him ...”*

As I said before, on the authority of **AfamOkeke v. State [supra]** and **Friday UdoEkpov. The State [supra]**, the evidence of PW4 about what Lawal Umar Aminu and Mohammed Lawal told him constitutes hearsay evidence and inadmissible. It is important to emphasize that since Lawal Umar Aminu and Mohammed Lawal did not testify, defendant did not have the opportunity to cross examine them on the veracity of what they told PW4. The Court cannot rely on the hearsay evidence of PW4 as proof of the allegation of forgery against the defendant.

PW5 testified that he compared the disputed signature on the Deed of Assignment and the specimen signatures sent to him. His finding was that the author of the specimen signatures did not write the disputed signature on the Deed of Assignment.

Let me first comment on the argument of Sigis-Mund Agha Esq. that the analysis carried out by PW5 “was an effort in futility” because he did not get the defendant’s signature or handwriting but only worked with the specimen given to him. With due respect, I am not persuaded by this argument. My humble opinion is that it is not a requirement of the law for a handwriting expert [like the PW5] to get the defendant’s handwriting and/or signature in order to determine the authorship of the disputed signature of Lawal Umar Aminu on the Deed of Assignment.

It remains to determine whether the evidence of PW5 is sufficient or cogent for the Court to reach a finding that the signature of Lawal Umar Aminu on the Deed of Assignment [Exhibit E] was forged. The position of the law is that in a case of forgery, it is necessary to invite the person whose signature is alleged to have been forged; failure to invite him/her to accept or deny his/her signature is fatal to the case of the person alleging that the signature is forged.

In Alake v. The State [1992] 11-12 SCNJ 177, it was alleged that the appellant forged cheques. The Supreme Court held that Ajadi and Lawsweerde - the persons whose signatures were alleged to have been forged - were vital and material witnesses in the case. Failure to call them to deny or confirm their signature[s] on the cheques was fatal to the prosecution’s case, the evidence of handwriting analyst [the PW6] notwithstanding. Also, in Ibrahim & Anor. v. Dogara & Ors. [2015] LPELR-40892 [CA], it was held that in proving forgery of signature and certificate, the person whose signature is alleged to

have been forged is an indispensable and vital witness and the case is fatal without his evidence.

In the instant case, I hold that Lawal Umar Aminu - whose signature on the Deed of Assignment [Exhibit E] was alleged to have been forged - was a vital, material and indispensable witness. Failure of the prosecution to call him to deny or confirm his signature on the said document is fatal to its case, the evidence of the handwriting analyst [the PW5] notwithstanding.

The other point which I consider significant or important is that it is evident from the Deed of Assignment [Exhibit E] that the witness to the signature of Lawal Umar Aminu [the Assignor] was Mr. Abubakar Abu of Plot 214 Togo Street, Wuse II, Abuja. There is no evidence that PW4 and his team members contacted Mr. Abubakar Abu to find out whether or not Lawal Umar Aminu signed Exhibit E; and Abubakar Abu was not called to testify.

For the reasons I have given, the decision of the Court is that the prosecution failed to prove beyond reasonable doubt that the signature of Lawal Umar Aminu on the Deed of Assignment was forged.

Assuming there is proof that the signature of Lawal Umar Aminu on Exhibit E was forged, is there any credible evidence that defendant forged his signature or that the defendant knew that the said signature was forged? The defendant testified that he collected the power of attorney and deed of

assignment from Alhaji Abdullahi [PW1] for the family of the owner of the plot to sign. He took the documents to Mr. Mike of CIFL Investment Ltd. After 2 days, Mr. Mike informed him that the documents have been signed. He collected the documents from Mr. Mike and gave them to PW1. According to defendant, Mr. Mike told him that he took the documents to the family of the owner of the plot and returned them after they had been signed.

As I said under count 1, there is no evidence to counter or impugn the defendant's evidence. For emphasis, the prosecution did not call Mr. Kyom, who, from the unchallenged evidence of defendant, introduced Mohammed Lawal to him; Mr. Mike or any other staff of CIFL Investment Ltd. did not testify; Lawal Umar Aminu did not testify; Mohammed Lawal did not give evidence; and Mr. Abubakar Abu did not testify. In the circumstance, I hold that assuming the signature of Lawal Umar Aminu on Exhibit E was forged; there is no basis to hold that the defendant forged the said signature or that he knew that the signature was forged. The decision of the Court is that the prosecution failed to prove the charges in counts 3 and 4 against defendant as required by law.

For the charge of conspiracy in count 2, section 97 of the Penal Code reads:

Whoever is a party to a criminal conspiracy to commit an offence punishable with death or with imprisonment shall where no express provision is made in this Penal Code for the punishment of such conspiracy be punished in the same manner as if he had abetted such offence.

Section 96[1] thereof defines criminal conspiracy thus:

When two or more persons agree to do or cause to be done –

[a] an illegal act; or

[b] an act which is not illegal by illegal means,

such an agreement is called a criminal conspiracy.

The law is trite that evidence of an agreement to commit an offence is a crucial element of the offence of criminal conspiracy. In the case of **State v. Salawu [2011] LPELR-8285 [SC]**, it was held that a charge of conspiracy is proved either by leading direct evidence in proof of the common criminal design or it can be proved by inference derived from the commission of the substantive offence. See also **Obiakor v. State [2002] 10 NWLR [Pt. 776] 612.**

The submission of the defence counsel is that from the evidence before the Court, the prosecution failed to prove the offence of criminal conspiracy against the defendant. The standpoint of the prosecuting counsel is that the circumstances of this case, the direct, positive and uncontroverted evidence of PW1, PW2, PW3 & PW4 and the evidence of the defendant reveal a meeting of mind of the defendant and Mohammed Lawal to defraud the petitioner of his land. I adopt my findings in respect of the charges in counts 3 and 4. I hold without much ado that the prosecution did not adduce any credible

evidence to prove that the defendant and Mohammed Lawal conspired to forge Exhibit E [the Deed of Assignment].

COUNTS 5 & 6 – CRIMINAL CONSPIRACY AND OBTAINING MONEY UNDER FALSE PRETENCE:

Count 6 will be considered first. Section 1[1] of the Advance Fee Fraud and Other Fraud Related Offences Act provides:

Notwithstanding anything contained in any enactment or law, any person who by any false pretence, and with intent to defraud –

[a] obtains, from any other person, in Nigeria or in any other country, for himself or any other person;

[b]

[c]

is guilty of an offence under this Act.

Section 1[3] of the said Act provides:

A person who is guilty of an offence under subsection [1] or [2] of this section is liable on conviction to imprisonment for a term of not less than ten years without the option of a fine.

In the case of **Aguba v. F.R.N. [2014] LPELR-23211[CA]**, it was held that the elements required to be proved to establish the charge of obtaining money by

false pretence are that: [i] there was a pretence, which emanated from the accused person; [ii] the pretence was false; [iii] the accused person knew of the falsity of the pretence, or did not believe its truth; [iv] there was an intention to defraud; [v] the property or thing is capable of being stolen; and [vi] the accused person induced the owner to transfer his whole interest in the property. See also the case of Onwudiwe v. F.R.N. [2006] 10 NWLR [Pt. 988] 382.

Learned defence counsel referred to the evidence of PW1 that he agreed with the defendant to add some money to the purchase price. The actual price for the plot was N7 million but N1 million was added. PW1 also stated that he gave the defendant the power of attorney to send to the owner of the land to sign. He argued that the PW1 did not say the truth when he stated that John Meniru, Alhaji Saidu and others whom he knew as agents told him that the defendant bought the property and wanted to resell it. PW1 cannot claim that the defendant told him that he owned the land and yet he agreed to add N1 million. Counsel reasoned that no owner of land will add N1 million to the value of his property and deduct it secretly to give to PW1.

Mr. Sigis-Mund Agha pointed out that the PW1 said he knew the defendant before that transaction as an agent. He submitted that PW1 knew that the defendant was neither the original allottee of the plot nor the owner; and he knew that the defendant was acting as an agent together with John Meniru, Alhaji Saidu and others. The defendant made it known to PW1, PW2 & PW3

that he was acting as an agent in the transaction. Counsel also referred to the evidence of PW4 that Barrister Zaidu Abdullah brought photocopy of Bank PHB deposit slip, photocopy of data page of the International Passport of Mohammed Lawal and land purchase receipt. He concluded that prosecution failed to prove the charge of obtaining money under false pretence.

The prosecuting counsel argued that the defendant or Mohammed Lawal had no right to sell the land. From the evidence of PW1, the defendant knew that the property was stolen, and since he had an intention to defraud, he made sure that he did whatever he could to sell the land. Miriam Aminu Ahmed Esq. submitted that the false pretence is that PW1 asked who the owner of the plot was and the defendant told him that he bought the land and wanted to resell it. The defendant presented an open power of attorney to him [PW1] to show that he bought the land from the original owner. On the argument of the defence counsel on N1,000,000 added to the purchase price, prosecuting counsel stated that N1,000,000 was added by PW1 and all that the defendant was after was to get N7,000,000 as the agreed purchase price.

Miriam Aminu Ahmed Esq. further submitted that the defendant's evidence did not cast any reasonable doubt on the prosecution's case and is a mere fabrication aimed at exculpating himself from criminal responsibility. During cross examination, the prosecution contradicted the defendant's evidence and it is clear that he is not honest or truthful. Counsel stressed that there was no power of attorney or deed of assignment transferring the land to Mohammed

Lawal. These are the issues which the defendant ought to have clarified before involving in such transaction.

Section 17 of the Advance Fee Fraud and Other Fraud Related Offences Act defines “false pretence” as “a representation, whether deliberate or reckless, made by word, in writing or by conduct, of a matter of fact or law, either past or present, which representation is false in fact or law, and which the person making it knows to be false or does not believe to be true”. See the case of **Uzoka v. F.R.N. [2009] LPELR-4950[CA]**.

From the charge in count 6, it is alleged that the defendant and Mohammed Lawal [still at large], with intent to defraud, obtained the sum of N8 million from Abdullahi Gusau under the false pretence that it was payment for Plot No. 921 Katampe, Abuja, property of Alhaji Lawal Umar Aminu, which representation they knew to be false.

It seems to me that from the evidence adduced by PW1, PW2, PW3 & PW4 and that of the defendant, the representation made by the defendant to PW1 [as agent of Abdullahi Gusau] that the sum of N8 million was payment for the said plot was not a false representation or false pretence. I pause to note that the sum of N8 million was made up of N7 million as purchase price for the land and N1 million added by PW1 for himself. The only issue is that the owner of the land, Lawal Umar Aminu, reported to EFCC that he did not sell, or authorize the sale of, the land. From my findings under counts 1, 2, 3 and 4, I am of the humble view that the representation that the said sum was

payment for the plot was not made by the defendant with intent to defraud AbdullahiGusau.

The argument of learned prosecuting counsel is that the false representation or false pretence made by the defendant was that he told PW1 that he is the owner of the land; having bought it from the original allottee to resell. Even though the charge in count 6 did not allege that the defendant made the above representation to PW1 [the agent of AbdullahiGusau], it is necessary to consider the argument for the sake of completeness.

PW1, PW2 & PW3 testified that the defendant said he bought the said land to resell. The defendant denied that he ever said that he is the owner of the land. From the evidence before the Court, Alhaji Abdullahi [PW1] collected N1 million out of the N8 million; the defendant paid N2.4 million into the account of Mohammed Lawal; while the defendant and the other agents including John Meniru [PW2] and Nuhu Haruna [PW3] shared the remaining sum. I hold the view that if the defendant claimed that he is the owner of the land and/or made such representation to PW1, PW2 & PW3, Alhaji Abdullahi [PW1] would not have added and collected N1 million and John Meniru [PW2], Mr. Nuhu [PW3] and the other agents would not have shared the sum added to N2.4 million with the defendant in the manner they did.

PW1 also testified that the defendant "*showed me an open power of attorney to confirm that he bought from the original owner.*" I hold the view that if this evidence of PW1 is true, he would have, in the ordinary or natural course of

events, collected a copy of that power of attorney from the defendant along with the title document[s] of the plot upon payment of the purchase price.

In this regard, let me refer to the evidence of the PW4 that Barrister Zaidu Abdullahi brought photocopies of Bank PHB deposit slip and data page of the International Passport of Mohammed Lawal with a land purchase receipt. Barrister Zaidu told the team that the data page shows the identity of the person into whose account part of the purchase price for the land was paid.

From this piece of evidence, it is reasonable to infer that Barrister Zaidu knew the identity of Mohammed Lawal as the person who sold the land. In the same vein, it could also be inferred that PW1 who acted on behalf of Barrister Zaidu to purchase the land for Abdullahi Gusau knew the identity of Mohammed Lawal as the person who sold the land. These inferences negate the assertion that the defendant told PW1 that he was the owner of the land.

Finally on count 6, learned prosecuting counsel - in support of the argument that the defendant fraudulently obtained N8 million from Abdullahi Gusau under false pretence - raised a concern, to wit: *"If at all the DW1 was truthful, then how can he, despite having been told that the owner of the land was in Indian hospital as he claimed, still go ahead to benefit the sum of N2,000,000 out of the money and pay only N2,400,000 to Muhammad Lawal's account?"*

My humble but firm view is that the above concern raised by learned counsel is at best a moral concern. Besides, the defendant is not standing trial for benefitting N2,000,000 from the sale of the land; and the fact that he benefitted N2,000,000 or any other amount is not proof that he fraudulently obtained N8,000,000 from AbdullahiGusau under false pretence. The decision of the Court is that the prosecution failed to prove the charge in count 6 against the defendant as required by law.

In count 5, it is alleged that defendant and Mohammed Lawal“*did conspire amongst yourselves to do an illegal act to wit: Obtaining the sum of N8,000,000 [...] from one AbdullahiGusau under false pretence.*” Section 8 of the Advance Fee Fraud and Other Fraud Related Offences Act provides:

A person –

[a] who conspires with, aids, abets, or counsels any other person to commit an offence;

[b]

[c]

commits the offence and is liable on conviction to the same punishment as is prescribed under this Act.

Under count 2, I did set out or refer to the elements of the offence of criminal conspiracy; how the offence could be proved; and the submissions of both

learned counsel. I need not repeat them here. I adopt my reasoning and decision in respect of counts 2 and 6; and hold that the prosecution did not prove the charge of criminal conspiracy in count 5 against the defendant as required by law.

CONCLUSION

In the light of all that I have said, I enter a verdict of not guilty in favour of the defendant on the 6-count charges in the Amended Information filed on 15/2/2016. The defendant, Anyika Daniel Onyebuchi, is hereby discharged and acquitted.

**HON. JUSTICE S. C. ORIJI
(JUDGE)**

Appearance of Counsel:

1. Maryam Aminu Lawal Esq. for the prosecution.
2. Sigis-Mund Agha Esq. for the defendant.

