

2ND EDITION

# Aspirant's (Step By Step Guide And Practice Session Included) Draft Book

OBOAGWINA O. CALEB ESQ

EASYREAD SERIES



**ASPIRANT'S DRAFT BOOK EASY READ SERIES**

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We offers full package plan for Students of the Nigerian Law School, undergraduates undergoing Law programs at the Universities and Students re-writing the professional Bar Examination.

We do this by offering Students the basic core values which are; learn how to understand the rationale (rules/exceptions) behind each course.

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## PREFACE OF FOCUS SAMPLE DRAFTS

**ASPIRANT'S DRAFT BOOK** is design to assist students of the Nigerian Law School prepare effectively for drafting as they prepare for the Bar Finals Exams and this book also aids to simplify the drafting made available by recommended text book.

This book also gives an insight of important drafts students must learn before approaching the exams and are highly recommended for class activity and preparation for the Bar Finals.

The work captures the *Nigerian Law School Academic Curriculum 2021 /2022 session*.

All the names of people used in this work especially in the sample drafts, are persons who have affected my life positively, however the place used in the drafting are merely fictional and does not intend to reflect them in such place and circumstance as stated in the drafting.

Any error or omission or mistake that may be found in this Edition are totally mine and will be addressed in subsequent editions.

**Oboagwina Caleb  
2022 Edition**

## **DEDICATION**

This book is dedicated to all the students of the Nigerian Law School from 2013 Academic session till date.

## **ACKNOWLEDGEMENT**

I sincerely cannot conclude this work without reference to my mentors: *LATE Dr. Francis Julius Oniekoro ESQ (PHD), DR. Gabriel Omo- Arise ESQ (PHD), DR. Emmanuel Olowononi ESQ (PHD) and DR. Bukola Akinola ESQ (PHD)*.

And to my colleagues; Florence Oboagwina ESQ (Floxy Beauty Touch), Nwosu Ikechukwu Gerald ESQ (Lex-Study), Omojo Wada ESQ (Solohan), Obafemi Christian Temitopeoluwa ESQ, Ibizugbe Joshua ESQ, Oluwatosin Olukayode Talabi ESQ, Nwaigwe Samuel Emeka ESQ. Enuji Favour ESQ, Jaye- Ola Solomon ESQ, Norbert Uzoma ESQ, Agor Lucky Chima ESQ, Onyemaechi Thank God ESQ, Jimmy Jones Promise ESQ, Oyarin Michael ESQ, Okwor Kenneth ESQ, Abudazi Isaac ESQ, Oluwa- shehun Ijayi ESQ, Deborah Lessor ESQ, Onwuzuligbo Collins ESQ, Akerele Dami ESQ, Byron Ifediora ESQ, Nwakaeze Kenneth ESQ, Uzochukwu Donald ESQ, Duweni Bright ESQ, Okoli Chiamaka Juliet ESQ, Wokoma Shekinah ESQ, Igo Ronny Ikechukwu ESQ, Agabi Emmauel ESQ, Oyeh Ikechukwu Franklin ESQ, Iwuchukwu Victor ESQ Henry Uzochukwu ESQ, Ayorinde Victor ESQ and Omehia Kechi ESQ . I appreciate them all.

My sincere appreciation goes to my beloved students (former and present) of the Easy Read Legal worldwide; I say a big thank you for your continuous support.

Let me not fail to mention, the printing press, Head of legal research Easyread Legal (Obafemi Christian Temitopeoluwa, typist (Mr. Samuel Eletta) and my proof read team “Editto proofreading and editing service limited” for their contributions at different stages of this 2022 edition. I cannot thank them enough.

I owe a debt of gratitude to my beloved wife Florence Oboagwina ESQ and parent (Rev Raymond Oboagwina and pastor. Christiana Oboagwina) and siblings (Joshua, Blessing, Daniel and Evans)

## OUR VISION

As the saying goes, “**Old ideas die hard**”. Legal writing has been bad for a long time. For an entertaining and educational explanation, read Peter Tiersma’s book, Legal Language (Tiersma, Legal Language (1999). which give a fascinating history of how we got to the present state.

As lawyers, what we do most is write. Abraham Lincoln said that “lawyers’ time and advice are our stock in trade, but we express the advice in words”. And we use our time in drafting, in communicating mostly by the written word. Sometimes, though, we fail to remember the first object of writing is to communicate. The first question is all writing is: For whom are you writing?

Most legal writing is atrocious. Fred Rodell, Dean of Yale Law School before most of us were born, had it right when he said, “There are two things wrong with most legal writing. One is style, the other is content.”

Cases are selected from law report not because they are examples of good writing, or even clarity, but because they illustrate the precepts of law in that course. Even when edited, many of these cases are wordy, redundant, and confusing. If the exposure to indecipherable writing in university/ law school were not bad enough, then the young lawyer would ventures forth into the “real world” of law practice.

Hence, avoid the use of unnecessary preambles which weaken or hide the point they introduce. Some examples are; it is important to add that . . . , it may be recalled that . . . In this regard it is of significance that . . . It is interesting to note that . . . etc. Eschew legalese. “Hereinafter,” “aforesaid,” and the like do not add anything but wordiness and detract from readability.

It is important not use two or three or four words to illustrate one word e.g. “devise and bequeath”; “grant, bargain, and sell”; “right, title, and interest”; “make, ordain, constitute, and appoint”. This goofiness originated with the Norman Conquest, after which it was necessary to use both the English and French words so that all could understand. Most of us now understand plain English. A related tendency of us will likely want to use many words when one is more understandable. This should be discouraged.

I encourage you to strive to explain yourself in writing in a way that an average person can understand. ***The fewer the words, the more memorable the point,*** Short paragraphs give the reader a chance to pause and digest what has gone before. For these reason some few words have been stated down for appropriate correction;

**BAD**

The means by which  
Entered a contract to  
Filed a counterclaim  
Filed a motion  
Filed an application  
Adequate number of  
For the reason that  
In the event of  
In light of the fact that  
Notwithstanding the fact that  
Notwithstanding  
Cause of action  
In order to  
At this point in time  
Until such time as  
Whether or not  
During the month of May  
By means of  
As a consequence of  
A distance of five miles  
At a later date  
Is of the opinion that  
Effectuate  
In violation of  
Made a complaint  
Utilize  
A period of a week  
Made application  
Made provision  
It is contended by plaintiff  
With regard to  
In connection with  
Performed a seach on  
Each and every  
Provide responses  
Offer testimony

**GOOD**

How  
Contracted  
Counterclaimed  
Moved  
Applied  
Enough  
Because  
If  
Because  
Although  
Despite  
Claim  
To  
Now  
Until  
Whether (usually)  
In May  
By  
Because of  
Five miles  
Later  
Believes  
Cause  
Violates  
Complained  
Use  
A week  
Applied  
Provided  
Plaintiff contends  
About  
With  
Searched  
Either one  
Respond  
Testify

Make inquiry	Ask
Provide assistance	Help
Place a limitation upon	Limit
Make an examination of	Examine
Provide protection to	Protect
Reach a resolution	Resolve
Bears a significant resemblance	Resembles
Reveal the identity of	Identify
Makes mention of	Mentions
Are in compliance with	Comply
Make allegations	Allege
Was in conformity with	Conformed
To effect settlement	Settle

My candid advice is, as lawyer, continue your research! You might file a memorandum or a brief month before it is argued before the court. Check every citation periodically, and again the day before the case is argued.

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## BAR II PROGRAM

	<b>KEY POINTS ON CIVIL LITIGATION(2ND EDITION)</b>		<b>KEY POINTS ON CORPORATE LAW PRACTICE (2ND EDITION)</b>
	<b>KEY POINTS ON PROPERTY LAW PRACTICE (2ND EDITION)</b>		<b>ASPIRANT'S DRAFT BOOK</b>
	<b>KEY POINTS ON CRIMINAL LITIGATION (2ND EDITION)</b>		<b>MULTIPLE CHOICE QUESTIONS AND ANSWERS</b>
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...putting legal writing into plain English

**PART A:**  
**PROPERTY**  
**LAW**  
**PRACTICE**

## CHAPTER

## 1



## DEED OF ASSIGNMENT

**1.1 INTRODUCTION:**

A Deed of Assignment is a legal instrument that transfers title or interest in the property which in modern times is in writing on a durable paper, signed, sealed and delivered and it becomes binding as long it has been delivered.<sup>1</sup> In drafting deed of assignment it is important you take note of the various parts and practice them. This will enable you get a better understanding on how a deed of assignment is drafted. It is safe to say that deed of assignment is categories into four (4) major parts, which are;

1. **Introductory Part:** This has four (4) contents namely; commencement, date, parties and recital (if any).
2. **Operative Part:** This has seven (7) contents namely; Testatum, Consideration, Receipt Clause, Capacity Clause or Covenant of Title, Words of Grant, Parcel Clause, and Habendum.
3. **Miscellaneous Part:** This has two (2) contents namely; Indemnity Clause and Safe custody and acknowledgement clause.
4. **Concluding Part:** This has five (5) contents namely; Testimonium, schedule, execution and attestation governor consent and Franking.

**1.2 INTRODUCTORY PART:**

1. **Commencement:** This indicate the type of deed and it is drafted as; "THIS DEED OF ASSIGNMENT"

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<sup>1</sup> *Awojugbage Light Industries Ltd v Chinukwe Ors* [1995] 4 SCNJ 162.

## PRACTICE DRAFTS SESSION

2. **DATE:** The absence of a date on a deed does not necessarily invalidate the deed as such a deed shall become operative on the date of delivery.<sup>2</sup> Note that, there are two formats in which a date can be drafted and this depends on the presence or absence of a recital; where there 'IS' it implies that there is a recital and where there is 'no IS' it implies there is no recital. The date in the deed of assignment is drafted as;
- Date (without recital): "made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_"*
  - Date (with recital): "IS made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_"*

## PRACTICE DRAFTS SESSION

3. **PARTIES:** The word describing the parties in property transactions depends on the nature of the transaction. For instance; "assignor/assignee; mortgagor/mortgagee; lessor/lessee; vendor/purchaser".<sup>3</sup> This must be indicated in the deed.

Note words like "hereinafter called or hereinafter referred to as" immediately preceding the definition of the parties are archaic and superfluous, it should be avoided and simply describe the party as "assignor/assignee; mortgagor/mortgagee; lessor/lessee; vendor/purchaser" in a bracket.

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<sup>2</sup> *Anuku v Standard Bank [1972] ULLR 106 at 109.*

<sup>3</sup> *Adejumo and Ors. v Ayantegbe [1989] 2 NSCC 444.*

Note, in practice after the description of the parties, the phrase “which expression shall where the context so admits includes his heirs, assigns, successors in title and personal representatives” were added, but this is no longer necessary,<sup>4</sup> as successors, heirs, are bound to the property transaction. Parties are drafted as;

*“BETWEEN Chief Jimmy Promise of No 10 Adeniyi Jones Avenue, Ikeja, Lagos (The Assignor) of the one part AND Agor Lucky Chima of No 30, Aba Road, Port Harcourt, Rivers State (The Assignee) of the other part”*

### PRACTICE DRAFTS SESSION

*Note where there are more than two parties to the deed of assignment, the description will no longer be of the one part and the other part as this is used for two parties, rather what is used is; of the First part, of the second part, of the third part etc. For example*

*“BETWEEN Chief Jimmy Promise of No 10 Adeniyi Jones Avenue, Ikeja, Lagos (The Assignor) of the First part AND Agor Lucky Chima of No 30, Aba Road, Port Harcourt, Rivers State (The Assignor) of the second part AND Chris Bernard of No 38, Aba Road, Port Harcourt, Rivers State (The Assignee) of the Third part”*

### PRACTICE DRAFTS SESSION

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<sup>4</sup> *Property and Conveyancing Law 1959, s 102(1); Conveyancing Act 1881, ss 58 & 59.*

4. **RECITAL:** This is a formal statement in a deed setting out the history or background of the vendor's acquired right which ought to be conveyed or sold and it is optional. Note it raises presumption of correct facts where it is **20 years old.**<sup>5</sup> There are two (2) classification of recital:
- a) **Narrative Recital:** Discloses the history of property.
  - b) **Introductory Recital:** discloses the intention of the parties to the immediate transaction.

Note the used of “whereas” in the introduction of a recital can be replaced with; “This deed recites as follows” or “Recital”. A Recital is drafted as;

**THIS DEED RECITE AS FOLLOWS;**

1. *The Assignor is the rightful owner of the property lying at \_\_\_\_\_*
2. *The Assignor agrees to assign and the assignee agrees to take the property*

**PRACTICE DRAFTS SESSION** 

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**Therefore the introductory part reads as follows:**

**THIS DEED OF ASSIGNMENT** is made on the..... day of ..... , 20..... BETWEEN Chief Jimmy Promise of No 10 Adeniyi Jones Avenue, Ikeja, Lagos (The Assignor) of the one part AND Agor Lucky Chima of No 30, Aba Road, Port Harcourt, Rivers State (The Assignee) of the other part.

**THIS DEED RECITE AS FOLLOWS;**

1. The Assignor is the rightful owner of the property lying at \_\_\_\_\_
2. The Assignor agrees to assign and the assignee agrees to take the property

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<sup>5</sup> Evidence Act 2011, s 130.

## PRACTICE DRAFTS SESSION



### 1.3 THE OPERATIVE PART:

1. **TESTATUM:** This is the beginning of the operative part of a deed. There are two (2) forms of drafting testatum, depending on whether there is a recital or not. *Note: where there is a Recital in a deed, the Testatum must begin with "NOW"* They are drafted as;
  - a. *Testatum (without recital): "THIS DEED WITNESSES as follows"*
  - b. *Testatum (with recital): "NOW THIS DEED WITNESSES as follows"*

#### PRACTICE DRAFTS SESSION



2. **CONSIDERATION CLAUSE:** This states the amount the property is being sold/assigned/demised to a purchaser. It can be drafted thus:

*"In consideration of the sum of One Million Naira (N 1,000,000)  
paid to the Assignor by the Assignee"*

#### PRACTICE DRAFTS SESSION



Note that where there is a balance to be paid by the parties (Assignee), it may be drafted as;

*In consideration of the sum of Ten million Naira (N 10,000,000) out of which the Assignee has paid Five million Naira (N 5,000,000) to the Assignor (in receipt of which the Assignor hereby acknowledges) and the balance of Five million Naira (N 5,000,000) to be paid on ....day of.... as agreed by the parties"*

### PRACTICE DRAFTS SESSION

3. **RECEIPT CLAUSE:** This indicates that the vendor acknowledges the receipt of the purchase price. Note the implication for inserting a receipt clause is that;
- a) It is a Prima facie evidence of payment;
  - b) There will be no need to issue a separate receipt.
  - c) It is adequate authority for the purchaser to pay money to the solicitor who produces the deed of conveyance as acting for the vendor.

The receipt clause is usually enclosed in bracket and drafted as; "*(Receipt of which the assignor hereby acknowledges)*"

### PRACTICE DRAFTS SESSION

4. **CAPACITY CLAUSE OR COVENANT OF TITLE:** It determines the capacity of the owner by which the property is being transferred. Where the Assignor is a Beneficial Owner the presumption are:
- a) Right to convey
  - b) Freedom from encumbrances
  - c) Quiet enjoyment
  - d) Further assurance - I will do everything possible...
  - e) The lease is valid and subsisting
  - f) That all covenants that are to be performed have been performed till date and the rent have been paid

Thus it is drafted as;

*"The Assignor as beneficial owner"*

**PRACTICE DRAFTS SESSION** 

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5. **WORDS OF GRANT:** No special words are needed to transfer the property: e.g. "Assigns" Thus it is drafted as;

*"ASSIGNS to the Assignee"*

**PRACTICE DRAFTS SESSION** 

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6. **PARCEL CLAUSE:** This describes the property that is the subject of the transaction and it is drafted as

*"ALL THAT PARCEL OF LAND Situate at\_\_\_\_\_."*

**PRACTICE DRAFTS SESSION**

7. **HABENDUM:** This describes quantity of interest remaining in the property; it is drafted as  
“TO HOLD UNTO THE UNEXPIRED residue of the Assignor's interest”

**PRACTICE DRAFTS SESSION**

**Therefore the operative part reads as follows:**

“NOW THIS DEED witnesses as follows;  
In consideration of the sum of..... paid to the  
Assignor by the Assignee (In receipt of which the Assignor hereby  
acknowledges), The Assignor as beneficial owner ASSIGNS to the  
Assignee **ALL THAT PARCEL OF LAND** situated at No..... TO  
HOLD UNTO THE unexpired residue of the Assignor's interest”

**PRACTICE DRAFTS SESSION**

#### **1.4 MISCELLANEOUS PART (IF ANY):**

1. **Indemnity:** It is required if the property is in the Eastern and Northern part of the country.
2. **Safe Custody and Acknowledgement Clause:** Where the Vendor sells part of the Land to a Purchaser, He (vendor) has the right to retain the original title, and the Purchaser will be protected under this clause, endorsement on the original title of Land of the part that is sold to the purchaser.<sup>6</sup>

#### **1.5 THE CONCLUDING PART:**

1. **TESTIMONIUM:** This provides a link between the execution and the attestation portion and the other parts of the deed. It is drafted as;

*“IN WITNESS OF WHICH the parties have executed  
this deed dated this ..... day of ..... 20....”*

*Or*

*“IN WITNESS OF WHICH the parties have executed  
this deed in the manner below the day and year first  
above written”*

#### **PRACTICE DRAFTS SESSION**



2. **EXECUTION AND ATTESTATION:** A deed of assignment must be signed, sealed and delivered and the attestation contains the particulars of persons who are witnesses to the deed. The manner of execution and attestation depend on status of the parties which are;

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<sup>6</sup> Property and Conveyancing Law 1959, s89

- a) Natural Person
- b) An illiterate
- c) A blind person
- d) Company
- e) Individual attorney
- f) Incorporated trustee

Note you must always execute for both parties as students usually make the mistakes of executing for one party, this is because deed of assignment is a deed indenture (which requires the execution of two or more parties) and not a deed poll (which require execution by one party).

- a. Natural Person:** These are individuals who are juristic person and can enter into a contract, their execution and attestation is drafted as follows;

SIGNED, SEALED and DELIVERED by Chief Jimmy Promise  
(The Assignor)

\_\_\_\_ LS

**IN THE PRESENCE OF:**

NAME: .....

OCCUPATION: .....

ADDRESS: .....

SIGNATURE: .....

SIGNED, SEALED and DELIVERED by Agor Lucky Chima (The Assignee)

\_\_\_\_ LS

**IN THE PRESENCE OF:**

NAME: .....

OCCUPATION: .....

ADDRESS: .....

SIGNATURE: .....

## PRACTICE DRAFTS SESSION



- b. An illiterate:** An illiterate is generally referred to as a person who can neither read nor write. Under the law, an illiterate, as defined by the court in PZ & Co Ltd v Gusau & Kantonma,<sup>8</sup> is a person who is not literate in the language in which the contract is conducted. According to Section 2 of the Illiterate Protection Act, for a contract entered by an illiterate to be valid and enforceable, the name and address of the writer of the contract should be provided and in addition, there should be a statement to the effect that the provisions of the document had been explained to the illiterate before he appended his signature or thumbprint (Jurat). Thus the execution and attestation of an illiterate is drafted as:

SIGNED, SEALED and DELIVERED by Chief Jimmy Promise  
(Assignor).

The content of this deed having been first read and interpreted from English language to the Esan Language to him by Me, Mr. Caleb Oboagwina when he appeared perfectly to understand it before affixing his thumbprint or impression \_\_\_\_\_

BEFORE ME

**MAGISTRATE/ JUDGE / NOTARY PUBLIC**

7 [1961] 2 NRNLR 1

**PRACTICE DRAFTS SESSION**

- c. **A blind person:** These are persons suffering from sight deficiencies i.e. they cannot see the document they are executing. They are also protected by the Illiterate Protection Act. Thus the execution and attestation of a blind person is drafted as;

SIGNED, SEALED and DELIVERED by Chief Jimmy Promise  
(Assignor)

The content of this deed having been read ALOUD to him by Me, Mr. Caleb Oboagwina, when he have appeared perfectly to understand it before GUIDING OR DIRECTING his thumb print affixing it to this deed.

BEFORE ME

MAGISTRATE/ JUDGE / NOTARY PUBLIC

**PRACTICE DRAFTS SESSION**

- d. **Company:** These are artificial bodies with corporate personality. They execute their contract within Nigeria by affixing their common seal on the document. Although a company may execute

- a document or deed without affixing a common seal on the document if the document is signed by any of the following persons on behalf of the company;
- A director of the company and the secretary of the company;
  - At least two directors of the company; or
  - A director of the company in the presence of at least one witness who shall attest the signature.

**Note:** The document or deed signed on behalf of the company in the circumstances above, has the same effect as if the document was executed under the common seal of the company. Thus the execution and attestation of a Company is drafted as;

THE COMMON SEAL of (coy.name) Ltd was affixed to this deed in the presence of

---

Director

---

Secretary

Note the above draft applies to Limited Liability Partnership and Limited Partnership.

### PRACTICE DRAFTS SESSION



- e. **Individual attorney:** This is a Lawful attorney appointed by the owner of the property referred to as Donor who appoints the lawful attorney the donee to act on his behalf. Thus the execution and attestation of an Individual attorney is drafted as;

SIGNED, SEALED AND DELIVERED by (the assignor- name of the donor) through his Lawful Attorney (name of donee) by virtue of his Power of Attorney dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020 and registered as No.\_\_\_\_ Page.\_\_\_\_\_

Volume\_\_\_\_ of the Lands Registry.

**IN THE PRESENCE OF:**

NAME: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PRACTICE DRAFTS SESSION**

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- f. **Incorporated trustee:** These are non-business and non-profit organizations; they are formed to facilitate the acquisition of a corporate personality by a community of persons bound together by customs, religion, kinship, science, education etc. Thus the execution and attestation of an Incorporated trustee is drafted as;

THE COMMON SEAL OF INCORPORATED TRUSTEES OF  
THE CHRISTIAN-MOSLEM UNITY FORUM WAS AFFIXED  
TO THIS DEED AND WAS DULY DELIVERED IN THE  
PRESENCE OF:

---

TRUSTEE

---

SECRETARY

**PRACTICE DRAFTS SESSION**

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3. **GOVERNOR CONSENT:** All document that transfer interest in Land, requires Governors consent. thus it is drafted as;

ENDORSEMENT FOR GOVERNOR'S CONSENT

I CONSENT TO THE TRANSACTION CONTAINED  
IN THIS DEED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

PRACTICE DRAFTS SESSION



4. **FRANKING:** It shows the identity of the lawyer who prepares the document; thus it is drafted as;

PREPARED BY:  
OBOAGWINA C.O.  
(LEGAL PRACTITIONER)  
0703596958

**1.6 SPECIMEN OF A DEED OF ASSIGNMENT:**

THIS DEED OF ASSIGNMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ BETWEEN Chief Jimmy Promise of No 10 Adeniyi Jones Avenue, Ikeja, Lagos (The Assignor) of the one part AND Agor Lucky Chima of No 30, Aba Road, Port Harcourt, Rivers State (The Assignee) of the other part.

THIS DEED RECITE AS FOLLOWS;

1. The Assignor is the rightful owner of the property lying at \_\_\_\_\_
2. The Assignor agrees to assign and the assignee agrees to take the property

NOW THIS DEED witnesses as follows;

In consideration of the sum of \_\_\_\_\_ paid to the Assignor by the Assignee (In receipt of which the Assignor hereby acknowledges). The Assignor as beneficial owner ASSIGNS to the Assignee ALL THAT PARCEL OF LAND situated at No\_\_\_\_\_ TO HOLD UNTO THE unexpired residue of the Assignor's interest.

**IN WITNESS OF WHICH** the parties have executed this deed dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

SIGNED, SEALED and DELIVERED by Chief Jimmy Promise (The Assignor) \_\_\_\_\_ LS

**IN THE PRESENCE OF:**

NAME: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNED, SEALED and DELIVERED by Agor Lucky Chima (The Assignee) \_\_\_\_\_ LS

**IN THE PRESENCE OF:**

NAME: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**ENDORSEMENT FOR GOVERNOR'S CONSENT**

I CONSENT TO THE TRANSACTION CONTAINED IN THIS  
DEED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

PREPARED BY:  
OBOAGWINA C.O.  
(LEGAL PRACTITIONER)

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 2



## POWER OF ATTORNEY

**2.1 INTRODUCTION:**

A power of attorney is an instrument of delegation usually in writing but not necessarily by deed, by which the principal called "the donor", appoints an agent called "the donee" and confers authority on the donee to perform certain specified acts on behalf of the donor. There is no prescribe mode of creating of power of attorney in as much it is in writing and convey power on the donee who acts on his behalf, however where it relates to land transaction which exceed (3) three years it must be by deed.<sup>1</sup> In summary, power of attorney can be created orally or in writing but where the donee is to execute an act which he is required by law to be by deed, such power of attorney must be created by deed.

**2.2 CONTENTS OF POWER OF ATTORNEY**

The contents of power of attorney are;

1. Commencement
2. Date
3. Party
4. Appointment Clause
5. Power Clause/ Authority Clause
6. Irrevocable clause (if any)
7. Testimonium
8. Execution and Attestation

1. **COMMENCEMENT:** The commencement is the first content or clause of the power of attorney and it is drafted as;

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<sup>1</sup> *Abina v Farhat [1938] 14 NLR 17*

**THIS POWER OF ATTORNEY OR THIS DEED OF  
ATTORNEY**

**PRACTICE DRAFTS SESSION**

2. **DATE:** This is the second content of the power of attorney and it is drafted as;

*Made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_*

**PRACTICE DRAFTS SESSION**

3. **PARTY:** Generally, the transaction power of attorney is not an inter parties' transaction as; there is only one party which is the donor. This explains the reason why a power of attorney is a deed poll. However, the classification of donor and donee is only for descriptive purpose only. But where the grant is given for valuable consideration as well as subject to an interest, it includes persons deriving title under the POWER OF ATTORNEY, like his (executors or representatives, successor in title).<sup>2</sup> Thus parties in power of attorney is drafted as;

*I, Mrs. Florence Sample of No 32 Agbani Street, Enugu State  
(Donor)*

**PRACTICE DRAFTS SESSION**

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<sup>2</sup> *Property and Conveyancing Law 1959, s 145.*

Although there are instances where power of attorney may contain two or more parties (deed Indenture), these are;

1. When it imposes some obligations on the Donee
2. It is important to have a record of the Donee's signature to prevent fraud
3. It is supported by a consideration
4. It is coupled with an interest and so it is desirable to be signed by both parties

Thus in the above circumstances, parties in power of attorney is drafted as;

*BETWEEN Mrs. Florence Sample of No 32 Agbani Street, Enugu State (Donor) of the one part AND Ajayi Shehun of No. 1 bologna Street, Ekiti, Ekiti state (Donee) of the other part.*

#### PRACTICE DRAFTS SESSION

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- 
4. **APPOINTMENT CLAUSE:** This clause indicates the donee who is appointed by the donor to act on his behalf. The following persons cannot be appointed as a donee; Partnership firms (Law Firm), Unincorporated entity, A Bankrupt, An insane person and Infant. Thus the appointment clause of the power of attorney is drafted as;

*HEREBY APPOINT Ajayi Shehun of No. 1 bologna Street, Ekiti, Ekiti state (Donee) to be my true and lawful attorney in my name (Appointment clause)*

#### PRACTICE DRAFTS SESSION

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5. **POWER CLAUSE:** The power clause is also known as the authority clause which specifies what the donee is to do for the donor. This power can either be general or specific; it is general where the powers are broadly stated to cover all issues pertaining to the subject matter while specific on limit the power to a particular act to be done by the Donee of the power. E.g. GENERAL: An authority to do anything he can lawfully do; SPECIFIC: To let premises to tenants and collect rent. Thus the power clause of the power of attorney is drafted as;

*And on my behalf to do all or any of the following acts or things namely:*

1. *To manage, collect rent and evict any tenant who breaches any of the covenants of my three duplex apartments at No 32 Agbani Street, Enugu State.*

#### PRACTICE DRAFTS SESSION

6. **IRREVOCABLE CLAUSE:** This clause is optional, although once inserted into the term of the power of attorney, it becomes an irrevocable power of attorney. However, regardless of the duration stipulate in the term of the power of attorney, it becomes irrevocable after 12 months or one year. Thus the irrevocable clause of the power of attorney is drafted as;

*I DECLARE that this power of attorney shall be irrevocable for 5 years from the date it is given.*

#### PRACTICE DRAFTS SESSION

7. **TESTIMONIUM:** This provides a link between the execution and the attestation portion and the other parts of the instrument. Thus the Testimonium of the power of attorney is drafted as;

*IN WITNESS OF WHICH the donor has executed this power of attorney dated this \_\_\_\_\_ day of \_\_\_\_\_*

**PRACTICE DRAFTS SESSION**



8. **EXECUTION AND ATTESTATION:** Generally, executions are done by parties to the transaction only, and they must be juristic person, although where the parties to the transaction are either blind or an illiterate, there must be a jurat. On the other hand attestation is done by witnesses i.e. every other person other than the parties to the transaction. The only restrictions on attestation are persons who are blind. Thus the execution and attestation of the power of attorney is drafted as;

*SIGNED AND DELIVERED (By the within named Donor)*

**IN THE PRESENCE OF:**

NAME: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PRACTICE DRAFTS SESSION**



**Note:** where the Donee is appointed for any transaction which exceed 3 years or sale of land it must be by deed and the execution will be;

*SIGNED, SEALED AND DELIVERED By the within named donor*

**IN THE PRESENCE OF:**

NAME: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Also note when Power of attorney will be executed by two or more parties as a deed Indenture.

**PRACTICE DRAFTS SESSION**



**2.3 SPECIMEN OF A POWER OF ATTORNEY:**

THIS POWER OF ATTORNEY Made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ I, Mrs. Florence of No 32 Agbani Street, Enugu State (Donor) HEREBY APPOINT Ajayi Shehun of No. 1 bologna Street, Ekiti, Ekiti state (Donee) to be my true and lawful attorney in my name and on my behalf to do all or any of the following acts or things namely:

- a. To manage, collect rent and evict any tenant who breaches any of the covenants of my three duplex apartments in No. 34 Folagoro Street, Shomolu Lagos State;

IN WITNESS OF WHICH the donor has executed this power of attorney dated this \_\_\_\_\_ day of \_\_\_\_\_

SIGNED AND DELIVERED

(By the within named Donor)

**IN THE PRESENCE OF:**

NAME: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 3

**DEED OF LEASE AND ITS COVENANTS****3.1 INTRODUCTION:**

Deed of lease is an instrument which is used to transfer of some of interest of a demised premise by the Lessor to the Lessee for a term in consideration of rent or money's worth. It is an agreement under which the owner gives up possession and uses his property for valuable consideration for a definite term and at the end of term, the owner has absolute right to retake, control and use property.

It is also the grant of right of exclusive possession. Hence once a lease agreement is created a reversionary right of the lessor exists.

Note leases are used to describe long term grants (grant above three years) while tenancy are used to describe short term grants (grant from three years and below).

A lease has three major parts, which are;

1. **Introductory Part:** This has four (4) contents namely; commencement, date, parties and recital (if any)
2. **Operative Part:** This has eight (8) contents namely; Testatum, Consideration, Capacity clause, Words of grant, Parcel Clause, Habendum, Reddendum and Covenants
3. **Concluding Part:** This has five (5) contents namely; Testimonium, execution and attestation governor consent (if any) and Franking.

**3.2 INTRODUCTORY PART:**

1. **COMMENCEMENT:** This is the first cause of the deed of lease. Where the demised premise is covered with certificate of occupancy, what is created is a deed of sub- lease, on the other

hand where the demised premise has no certificate of occupancy, and then it is a deed of lease. Hence the commencement of a deed of lease is drafted as;

*THIS DEED OF LEASE or THIS DEED  
OF SUB-LEASE*

### PRACTICE DRAFTS SESSION

2. **DATE:** The absence of a date on a deed does not necessarily invalidate the deed as such a deed shall become operative on the date of delivery. Note that, there are two formats in which a date can be drafted and this depends on the presence or absence of a recital; where there 'IS' it implies that there is a recital and where there is 'no IS' it implies there is no recital. The date in the deed of assignment is drafted as;
  - a. **(Without recital)** "Made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_"
  - b. **(with recital)** "Is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_"

### PRACTICE DRAFTS SESSION

3. **PARTIES:** The word describing the persons in property transactions depends on the nature of the transaction. For instance; "assignor/assignee; mortgagor/mortgagee; lessor/lessee; vendor/purchaser". This must be indicated in the deed. Parties are drafted as;

*BETWEEN Mr. Ajayi Seun of No.42 Folagoro street,  
Shomolu Lagos (the Lessor) of the one part AND Chief  
Agor Lucky Chima of No. 21 aba road, Port Harcourt,  
Rivers (the Lessee) of the other part*

*Or*

*BETWEEN Mr. Ajayi Seun of No.42 Folagoro street,  
Shomolu Lagos (**the sub-Lessor**) of the one part AND  
Chief Agor Lucky Chima of No. 21 aba road, Port  
Harcourt, Rivers (**the sub-Lessee**) of the other part*

### PRACTICE DRAFTS SESSION

4. **RECITALS:** This is a formal statement in a deed setting out the history or background of the Lessor's acquired right which ought to be conveyed or sold and it is optional. A Recital is drafted as;

*THIS DEED RECITES AS FOLLOWS;*

1. *The lessor/ sub lessor is a beneficial owner of the demised premises*
2. *The lessor/ sub lessor desire to let the demised premises to the lessee/ sub lessee for a term of \_\_\_\_\_ Years*

### PRACTICE DRAFTS SESSION

#### 3.3. OPERATIVE PART:

1. **TESTATUM:** This is the beginning of the operative part of a deed. There are two formats drafting Testatum, depending on whether there is a recital or not. Note: where there is a Recital in a deed, the Testatum must begin with "NOW" They are drafted as;

*THIS DEED WITNESSES AS FOLLOWS*

*Or*

*NOW THIS DEED WITNESSES AS FOLLOWS*

2. **CONSIDERATION CLAUSE:** This states the amount the property is being leased to a lessee. It can be drafted thus:

*In consideration of the rent and covenants reserved in  
this lease/sub-lease*

**PRACTICE DRAFTS SESSION**



3. **CAPACITY CLAUSE OR COVENANT OF TITLE:** It determines the capacity of the owner in which the property is leased.

*The sub-lessor/ lessor as BENEFICIAL OWNER*

**PRACTICE DRAFTS SESSION**



4. **WORDS OF GRANT:** No special words are needed to lease a the demise premises: e.g. "Demise" Thus it is drafted as;

*DEMISES to the lessee/sub-lessee*

**PRACTICE DRAFTS SESSION**



5. **PARCEL CLAUSE:** This describes the demised premises that is the subject of the transaction and it is drafted as

***ALL THAT PARCEL OF LAND situated at No\_\_\_\_\_***

**PRACTICE DRAFTS SESSION**

6. **HABENDUM:** This describes quantity of terms to which the demise premises is granted. It is drafted as

*TO HOLD UNTO the sub-lessee for a term of six (6) years, commencing on 5th August, 2016 and ending on 4th August 2022.*

**PRACTICE DRAFTS SESSION**

7. **REDDENDUM (RENT CLAUSE):** This state the amount to be paid as rent. It is drafted as

*YIELDING AND PAYING yearly the sum of N2, 000,000.00 (Two Million Naira) only Clear of all deductions by the yearly payments in advance, the first of such payment to be made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ clear of all deductions.*

*Or*

*YIELDING AND PAYING yearly the sum of N2, 000,000.00 (Two Million Naira) only Clear of all deductions by the yearly payments in advance the sum of N2, 000,000.00 (Two Million Naira) only (the receipt of which the lessor /sub-lessor acknowledges).*

*Or*

*YIELDING AND PAYING the yearly sum of N2, 000,000.00 (Two Million Naira) (in receipt of which the Lessor hereby acknowledges)*

**PRACTICE DRAFTS SESSION**

8. **COVENANTS:** This simply mean promise under seal, enforceable according to the law of contract. It is a formal contract that sets out the rights and duties of the parties to the agreement.

- a. **COVENANT AS TO THE TIME TO PAY RENT:** "*The Lessee covenants with the Lessor to pay the rent reserved in the lease*".

**PRACTICE DRAFTS SESSION** 

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- b. **COVENANT FOR INSURANCE:** "*The tenant/Lessee covenants to insure the demised property against damage or loss by fire for the sum of N1m with XYZ Insurance Company.*"

**PRACTICE DRAFTS SESSION** 

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- c. **COVENANT TO REPAIR:** "*The Tenant/Lessee covenants to keep and maintain the demised premises in a good state of repair against wear and tear and permit the landlord to enter within reasonable time to view the state of repair.*"

**PRACTICE DRAFTS SESSION** 

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- d. **COVENANT NOT TO ASSIGN OR SUBLLET:** "*The lessee covenants not to assign, sublets or otherwise part with*

*possession of the demised premises or any part of it”*

**PRACTICE DRAFTS SESSION**



- e. **COVENANT RESTRICTING THE USE (USER COVENANT):** “*The Lessee covenants to make use of the premises and to permit the premises to be used for residential only*”

**PRACTICE DRAFTS SESSION**



- f. **RENT REVIEW CLAUSE:** “*The rent reserved in this lease shall be reviewed at the expiration of the current term: provided that if agreement has not been reached on the review date, the parties shall do so by an arbitrator*”

**PRACTICE DRAFTS SESSION**



- g. **OPTION TO RENEW:** “*The lessor covenants with the lessee that upon the lessee paying the rent and observing all the terms and covenants in the lease, and upon giving {three months} notice before the date of expiration of the present lease, the lessor shall grant him further term of years at the rent and subject to the covenants and terms to be agreed upon by the lessor and lessee*”

**PRACTICE DRAFTS SESSION**



**h. FORFEITURE AND RE-ENTRY CLAUSE:** “Provided always that if the tenant commits a breach of the covenants or conditions in the lease or becomes bankrupt, it shall be lawful for the lessor to re-enter the premises and immediately the term shall absolutely cease and determine”

Or

*Provided that once there is a breach of covenant the landlord/lessor shall exercise his right of re-entry.*

#### PRACTICE DRAFTS SESSION

**i. COVENANT TO PAY RATES, TAXES AND OTHER OUTGOINGS:** “The lessor/lessee covenants to pay all rates, taxes, charge, duties, assessments and other outgoing which may fall due and payable now or subsequently in respect of the demised premises or on the lessor or lessee”

**PRACTICE DRAFTS SESSION**

**Therefore the operative part reads as follows:**

*THIS DEED WITNESSES AS FOLLOWS*

*In consideration of the rent and covenants reserved in this sub-lease, the sub-lessor/ lessor as BENEFICIAL OWNER DEMISES to the sub-lessee ALL THAT PARCEL OF LAND situated at No\_\_\_\_ TO HOLD UNTO the sub-lessee for a term of six (6) years, commencing on 5th August, 2016 and ending on 4th August 2022. PAYING annually the sum of N2, 000,000.00 (Two Million Naira) only. Clear of all deductions the sum of N2, 000,000.00 (Two Million Naira) only (the receipt of which the sub-lessor acknowledges).*

*THE LESSEE COVENANTS with Lessor as follows:*

- a. *“The Lessee covenants with the Lessor to pay the rent reserved in the lease”.*
- b. *“The tenant/Lessee covenants to insure the demised property against damage or loss by fire for the sum of N1m with XYZ Insurance Company.”*
- c. *“The Tenant/Lessee covenants to keep and maintain the premises in a good state of repair, against wear and tear excepted and to permit the landlord to enter at reasonable times to view the state of repairs”*

**PRACTICE DRAFTS SESSION**

## **1.2 CONCLUDING PART:**

This has four (4) contents namely; note it must be in their chronological order;

1. Testimonium
  2. Execution Clause
  3. Attestation
  4. Franking

1. **TESTIMONIUM:** This provides a link between the execution and the attestation portion and the other parts of the deed. It is drafted as:

*IN WITNESS OF WHICH* the parties have executed  
this deed dated this \_\_\_\_\_ Day of \_\_\_\_\_

**PRACTICE DRAFTS SESSION**

- 2. EXECUTION CLAUSE AND ATTESTATION:** A deed of lease or sub-lease must be signed, sealed and delivered and the attestation contains the particulars of persons who are witnesses to the deed.

SIGNED, SEALED AND DELIVERED  
By Mr. Ajayi Seun LESSOR

IN THE PRESENCE OF:

Name: Jimmy Jones Promise  
Address: No. 4 Kolovos street Shomolu Lagos  
Occupation: Surveyor  
Signature: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
By Chief Agor Lucky Chima LESSEE

IN THE PRESENCE OF:

Name: Grace Bond  
Address: No. 3 Folagoro Shomolu Lagos  
Occupation: Surveyor  
Signature: \_\_\_\_\_

- 3. FRANKING:** It shows the identity of the lawyer who prepares the document; thus it is drafted as;

Prepared by:  
Oboagwina Caleb Esq.

Easy read Chambers  
No. 21 Benin Street line  
Port Harcourt, Rivers State

**PRACTICE DRAFTS SESSION****3.5 SPECIMEN OF A LEASE (WITHOUT CERTIFICATE OF OCCUPANCY):**

THIS DEED OF LEASE is made the \_\_\_\_\_ day of \_\_\_\_\_ 2020 BETWEEN Mr. Ajayi Shehun of No.42 Folagoro street, Shomolu Lagos (the Lessor) of the one part AND Chief Agor Lucky Chima of No. 21 aba road, Port Harcourt, Rivers (the Lessee) of the other part.

This deed recites as follows;

1. The lessor is a beneficial owner of the demised premises
2. The lessor desire to let the demised premises to the lessee/ sub lessee for a term of \_\_\_\_\_ Years

**THIS DEED WITNESSES AS FOLLOWS**

In consideration of the rent and covenants reserved in this lease, the lessor as BENEFICIAL OWNER DEMISES to the lessee ALL THAT PARCEL OF LAND situated at No..... TO HOLD UNTO the lessee for a term of six (6) years, commencing on 5th August, 2016 and ending on 4th August 2022. PAYING annually the sum of N2, 000,000.00 (Two Million Naira) only. Clear of all deductions the sum of N2, 000,000.00 (Two Million Naira) only (the receipt of which the lessor acknowledges).

***THE LESSEE COVENANTS with Lessor as follows:***

- a. "*The Lessee covenants with the Lessor to pay the rent reserved in the lease*".
- b. "*The Lessee covenants to insure the demised property against damage or loss by fire for the sum of N1m with XYZ*

*Insurance Company.”*

- c. “*The Lessee covenants to keep and maintain the premises in a good state of repair, against wear and tear excepted and to permit the landlord to enter at reasonable times to view the state of repairs”*

IN WITNESS OF WHICH the parties have executed this deed dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
By Mr. Ajayi Seun LESSOR

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IN THE PRESENCE OF:

Name: Jimmy Jones Promise  
Address: No. 4 Kolovos street Shomolu Lagos  
Occupation: Surveyor  
Signature: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
By Chief Agor Lucky Chima LESSEE

IN THE PRESENCE OF:

Name: Grace Bond  
Address: No. 3 Folagoro Shomolu Lagos  
Occupation: Surveyor  
Signature: \_\_\_\_\_

Franked by:  
Oboagwina Caleb Esq.  
Easy read Chambers  
No. 21 Benin Street line  
Port Harcourt, Rivers State

### **3.6 SPECIMEN OF A LEASE (WITH CERTIFICATE OF OCCUPANCY):**

THIS DEED OF SUB LEASE is made the \_\_\_\_\_ day of \_\_\_\_\_ 2020 BETWEEN Mr. Ajayi Shehun of No.42 Folagoro street, Shomolu Lagos (the Sub Lessor) of the one part AND Chief Agor Lucky Chima of No. 21 aba road, Port Harcourt, Rivers (the

Sub Lessee) of the other part.

This deed recites as follows;

1. The sub lessor is a beneficial owner of the demised premises
2. The sub lessor desire to let the demised premises to the lessee/ sub lessee for a term of \_\_\_\_\_ Years

**THIS DEED WITNESSES AS FOLLOWS**

In consideration of the rent and covenants reserved in this Sub lease, the Sub lessor as BENEFICIAL OWNER DEMISES to the sub lessee ALL THAT PARCEL OF LAND situated at No \_\_\_\_ TO HOLD UNTO the sub lessee for a term of six (6) years, commencing on 5th August, 2016 and ending on 4th August 2022. PAYING annually the sum of N2, 000,000.00 (Two Million Naira) only. Clear of all deductions the sum of N2, 000,000.00 (Two Million Naira) only (the receipt of which the sub lessor acknowledges).

***THE LESSEE COVENANTS with sub Lessor as follows:***

- a. *The sub Lessee covenants with the sub Lessor to pay the rent reserved in the sub lease”.*
- b. *The sub Lessee covenants to insure the demised property against damage or loss by fire for the sum of N1m with XYZ Insurance Company.*
- c. *The sub Lessee covenants to keep and maintain the premises in a good state of repair, against wear and tear excepted and to permit the landlord to enter at reasonable times to view the state of repairs”*

IN WITNESS OF WHICH the parties have executed this deed dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

SIGNED, SEALED AND DELIVERED

By Mr. Ajayi Seun SUB LESSOR

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**IN THE PRESENCE OF:**

Name: Jimmy Jones Promise

Address: No. 4 Kolovos street Shomolu Lagos

Occupation: Surveyor

Signature: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED

By Chief Agor Lucky Chima SUB LESSEE

## IN THE PRESENCE OF:

Name: Grace Bond

Address: No. 3 Folagoro Shomolu Lagos

Occupation: Surveyor

Signature: \_\_\_\_\_

Franked by:

Oboagwina Caleb Esq.

Easy read Chambers

No. 21 Benin Street line

Port Harcourt, Rivers State

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 4

**SEARCH REPORT****4.1 INTRODUCTION:**

This is usually prepared by the purchaser or mortgagee solicitor after they have carried out investigation on property subject to the transaction. The content of the search report depend on the types of transaction.

**4.2 CONTENT OF A SEARCH REPORT ON MORTGAGE:**

1. Date of the search.
2. Name of the borrower
3. Person providing the security.
4. Description of the property
5. Title of the property
6. Any encumbrances
7. Conclusions and advice

**4.3 CONTENT OF A SEARCH REPORT ON SALE OF LAND:**

1. Date of search
2. Place of search
3. Owner of property
4. Nature of interest
5. Whether there is encumbrance
6. Remark/comment

Note that search report can be with a covering letter or without covering letter, therefore it is important that we know the differences.

#### **4.4 SPECIMEN OF SEARCH REPORT WITH A COVERING LETTER:**

EASY READ CHAMBER

Address: Plot 34 Avenue, Victoria Island Lagos.

Phone No: 08033333333

E: mail: esayreadcaleb@yahoo.com

Website:

Our Ref \_\_\_\_\_ Your Ref \_\_\_\_\_

6 May, 2022

Chief Bob Bernard,  
No.2, Ribadu Close,  
Asokoro, Abuja

Dear Sir,

#### **A SEARCH REPORT CONDUCTED ON PLOT 13, JABI DISTRICT, and ABUJA**

The above subject matter refers. Kindly find the attached copy of the search report of our findings on the title of Chief Christopher Umesiobu on Plot 13, Jabi District, Abuja

Yours faithfully,

**Oboagwina Caleb Esq.**

Principal Partner

ENCL: Search Report

#### **SEARCH REPORT CONDUCTED ON PLOT 13, JABI DISTRICT, ABUJA**

1. DATE OF SEARCH: 14/08/09
2. PLACE OF SEARCH: AGIS (Land Registry, FCT)
3. NAME OF OWNER: CHIEF CHRISTOPHER UMESIOBU
4. NATURE OF INTEREST: RIGHT OF OCCUPANCY
5. ANY ENCUMBERANCE: EXISTING MORTGAGE WITH STANBIC IBTC BANK, MAITAMA, ABUJA
6. VALUATION REPORT:
7. COMMENT: NOT ADVISABLE UNLESS THE LOAN IS DISCHARGED

**Oboagwina Caleb Esq.**

Principal Partner

## PRACTICE DRAFTS SESSION



**4.5 SPECIMEN OF SEARCH REPORT WITHOUT COVERING LETTER:**

EASY READ CHAMBER

Address: Plot 34 Avenue, Victoria Island Lagos.

Phone No: 08033333333

Email: esayreadcaleb@yahoo.com

Website:

Our Ref \_\_\_\_\_ Your Ref \_\_\_\_\_

6 May, 2021

Chief Bob Bernard,  
No.2, Ribadu Close,  
Asokoro, Abuja

Dear Sir,

**A SEARCH REPORT CONDUCTED ON PLOT 13, JABI DISTRICT, ABUJA**

The above subject matter refers. Kindly find the attached copy of the search report of our findings;

1. DATE OF SEARCH: 14/08/09
2. PLACE OF SEARCH: AGIS (Land Registry, FCT)
3. NAME OF OWNER: CHIEF CHRISTOPHER UMEJI OBU
4. NATURE OF INTEREST: RIGHT OF OCCUPANCY
5. ANY ENCUMBERANCE: EXISTING MORTGAGE WITH STANBIC IBTC BANK, MAITAMA, ABUJA
6. VALUATION REPORT:
7. COMMENT: NOT ADVISABLE UNLESS THE LOAN IS DISCHARGED

Yours faithfully,

**Oboagwina Caleb Esq.**

Principal Partner

## PRACTICE DRAFTS SESSION



## CHAPTER

## 5

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**BILL OF CHARGES****5.1 INTRODUCTION:**

This is the instrument used to recover professional fees from a defaulting client.<sup>1</sup>

**5.2 PROCEDURE FOR RECOVERY OF PROFESSIONAL FEES USING BILL OF CHARGES:**

1. The legal practitioner prepares the bill of charges
2. The legal practitioner signs the bill of charges and if it a firm by one of the legal practitioner in the firm
3. It must be served on the client personally, post or at the last known address of the client
4. The legal practitioner is to wait for one month
5. If the client is in default after one month, then takes a writ of summons at the high court where the firm operates.<sup>2</sup>

**5.3 CONTENT OF A BILL OF CHARGE:**

A bill of charges must contain the following:

1. The Principal items to be charged.
2. Particulars of the principal items.
3. The date on which the principal items were incurred.
4. The signature of the legal practitioner issuing the bill on behalf of the firm.
5. The date on which the bill of charges was issued. The bill must be served personally or by registered post or left at the client's last address known to the client.

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<sup>1</sup> *Legal Practitioners Act, s 16 (2) (a).*

<sup>2</sup> *Ibid s 16.*

<sup>3</sup> *NEPA v Oyekanmi [1992] 4 NWLR (PT. 237) 636.*

6. The matters to which the bill of charges relate; and
7. The name of the client to whom the bill of charges is being issued.<sup>3</sup>

#### **5.4 SPECIMEN OF BILL OF CHARGES:**

##### **EASY READ CHAMBER**

Address: Plot 34 Avenue, Victoria Island Lagos.

Phone No: 08033333333

E mail: easy read @yahoo.com

Website: www.sample.com

Our Ref\_\_\_\_\_ Your Ref\_\_\_\_\_

20<sup>th</sup> May 2022

Mr. Agor Lucky Chima,  
No 24 Aba roads, Port Harcourt  
Rivers state

Dear Sir,

##### **BILL OF CHARGES**

This is to notify you about your bill of charges for the representation made on your behalf for the purchase of property located at No24 Elelewno Street, Port Harcourt Rivers State.

The Principal Item Charged: NEGOTIATION FOR PURCHASE OF PROPERTY

Date	Particulars of Items	Amount
27-4-2022	Expenses Incurred on search	N24,000.00
2-5-2022	Preparation of Document of Transfer	N13,500.00
2-5-2022	Legal Practitioners Fee for Negotiating a Purchase of Property	N233,500.00
	<b>TOTAL COST</b>	<b>N271,000.00</b>

TAKE NOTICE that you are expected to make the payment to the firm's Account No: 299600267 with Zenith Bank PLC, Bwari Branch on or before 30<sup>th</sup> June, 2022.

Yours faithfully,  
Jaye -Ola Solomon Esq.  
Associate Counsel

## PRACTICE DRAFTS SESSION



## CHAPTER

## 6

---

**WILLS AND CODICIL****6.1 INTRODUCTION:**

A will is a testamentary document made voluntarily by a testator with a sound disposing mind and which is duly executed in accordance with the law. On the other hand a codicil is a miniature will which could add to, vary or revoke part of a will. A codicil cannot exist on its own it must supplement an existing will.

**6.2 SIMILARITIES BETWEEN WILL AND CODICIL:**

1. Both are testamentary
2. Both are ambulatory
3. Both are revocable
4. Both are depository

**6.3 DIFFERENCES BETWEEN WILL AND CODICIL:**

1. A will comes first, a codicil comes last
2. A will is independent while a codicil cannot survive in its own.

**6.4 PARTICULARS OF INFORMATION REQUIRED TO PREPARE A WILL:**

1. Taking Proper Instruction through interview of Personal details
2. Manner of distribution of the estate to the beneficiaries
3. Ascertain the Marital status of testator
4. Extent of the testators bounties/properties
5. Previous will made validly
6. Executors
7. Ascertain whether there is need for survivorship provision
8. Ask about his debts and liabilities
9. Mode of distribution

**6.5 ADVANTAGES OF A SOLICITOR DRAFTING A WILL:**

1. The solicitor being presumed to be versed in law, will comply with this requirements of the law when drafting the will
2. The skills possessed by the solicitor will be employed to prepare the good Will which will reflect client's instructions
3. The solicitor is likely to be reliable to keep custody of the will to produce it in the event of the death of the testator
4. Solicitors have been found to be very useful witnesses in the event of any dispute to prove the due execution of a Will.<sup>1</sup>

**6.6 PARTS OF WILLS:**

1. **COMMENCEMENT:** "THIS IS THE LAST WILL AND TESTAMENT OF Lucky Agor made this 20th day of February 2022

PRACTICE DRAFTS SESSION



2. **REVOCATION CLAUSE (MANDATORY):** I REVOKE all former testamentary dispositions made by me AND DECLARE this to be my last Will

PRACTICE DRAFTS SESSION



3. **APPOINTMENT CLAUSE:** I APPOINT Chief Christopher Umesiobu (Legal practitioner) of No 32 Aba road Port Harcourt, Rivers state to be the executor of my will.

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<sup>1</sup> *Adebajo v Adebajo*

**PRACTICE DRAFTS SESSION****4. LEGACIES CLAUSE**

1. *I GIVE my \_\_\_\_\_*
2. *I GIVE my \_\_\_\_\_*
3. *I GIVE my \_\_\_\_\_*
4. *I GIVE my \_\_\_\_\_*
5. *I GIVE my \_\_\_\_\_*
6. *I GIVE my \_\_\_\_\_*

5. **RESIDUARY CLAUSE:** *I DECLARE that the remaining estate be given to St. Theresa Orphanage home.*

**PRACTICE DRAFTS SESSION**

6. **CHARGING CLAUSE:** *I DECLARE that my said executors/trustees shall be compensated with the sum #200,000 for the trouble and time expended by them in carrying out my wishes in this Will.*

**PRACTICE DRAFTS SESSION**

7. **TESTIMONIUM:** *"IN WITNESS OF WHICH I, Lucky Agor, have executed this will the day and year first above-written"* Where the date has not been inserted in the Commencement: *"IN WITNESS of which I, Lucky Agor, have executed this will this 18th day of February, 2022."*

**8. EXECUTION AND ATTESTATION***SIGNED by the TESTATOR*

---

*Agor Lucky*

***In our presence and attested by us present at the same time,  
in his presence.***

---

*Mr. Fortune (witness)*

---

*Jimmy promise (witness)***6.7 SPECIMEN OF A WILL:**

THIS IS THE LAST WILL AND TESTAMENT OF Lucky Agor  
made this 20th day of February 2020

I REVOKE all former testamentary dispositions made by me AND  
DECLARE this to be my last Will

I APPOINT Olamide (musician) of no 2 Christ embassy street  
igbogene, Bayelsa state to be the executor(s) and trustees of my Will.

I GIVE my car to my son victor

I DECLARE that the remainder of my estate shall be given to charity  
organisation.

IN WITNESS of which I, Lucky Agor, have executed this will this  
18th day of February, 2020

SIGNED by the TESTATOR

---

*Lucky Agor*

***In our presence and attested by us present at the same time,  
in his presence.***

---

*Mr. Fortune (witness)*

---

*Jimmy promise (witness)*

**6.8 CONTENT OF A CODICILL**

1. Commencement
2. Purpose clause
3. Testimonium
4. Attestation and execution clause

**6.8.1 SPECIMEN OF A CODICIL:**

THIS IS THE FIRST CODICIL to my last will and testament of Agor Lucky made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

I REVOKE clause 4,5,6,7 of my Will made on the 10th of March, 2010 and confirm the will in all other respects (purpose clause).

IN WITNESS of which I, Agor Lucky , have executed this codicil this 18th day of February, 2020

SIGNED by the TESTATOR

Agor Lucky

**In our presence and attested by us present at the same time, in his presence.**

---

Mr. Fortune (witness)

---

Jimmy promise (witness)

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 7

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**ASSENT****7.1 INTRODUCTION:**

This is a legal document that conveys title to the beneficiary of the deceased estate. Note; A beneficiary cannot claim his share in the estate (Landed property) of the deceased testator until the executor has given their assent to the property.<sup>1</sup>

**7.2 CONDITIONS OF A VALID ASSENT:**

1. Must be in writing
2. Signed by all the personal representatives/executors
3. The property to which the assent is granted must be certain
4. The beneficiary must be stated.<sup>2</sup>
5. The grant must be properly cited
6. There must be a will

**7.3 CONTENT OF A STANDARD ASSENT:**

1. Commencement
2. Recital
3. Words of grant
4. Parcel clause
5. Date
6. Testimonium
7. Execution and attestation clause

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<sup>1</sup> *Unoka v Agili* [2007] 11 NWLR (pt. 1044) 122.

<sup>2</sup> *Renner v Renner* [1961] ANLR 233

**7.4 SPECIMEN OF AN ASSENT:****AN ASSENT IN FAVOUR OF AYINKE OBAJUMO**

We, the named Executors/Personal Representatives in the Will made by Chief Alabi Yahaya of No 10 Gbajumo Street, Ojuelegba, Lagos (deceased) dated 2nd October 2018 (name of the executors, name and particulars of the deceased, time of death) with the grant of probate referred to as LA/A3/10( grant of probate with probate number) HEREBY TRANSFER to Madam Ayinke Gbajumo (the Iyaloja of Mushin Market) of No 1 Think Tank Way, Ilupeju (name of the beneficiary), Lagos ALL THAT two(2) bedroom apartment belonging to the deceased located at No 1 Surulere Way, Lagos bearing the Survey Plan No SVL/02/LAS as directed by the deceased.

Dated this 26th May 2022

IN WITNESS OF WHICH we have executed this Assent in the manner first day and year above written (Testimonium)

SIGNED BY

Executors and Personal Representatives of the deceased estate

**IN THE PRESENCE OF:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## PRACTICE DRAFTS SESSION



# **PART B:**

# **CRIMINAL**

# **LITIGATION**

## CHAPTER

## 8

**POLICE BAIL****8.1 INTRODUCTION:**

This is an application made at the police station for the release of a Suspect. Police bail is FREE. Police bail is done by formal letter.

**8.2 PRACTICAL STEPS A LAWYER SHOULD TAKE TO SECURE A SUSPECTS RELEASE FROM THE POLICE STATION:**

1. Discuss with the officer in charge at the police station to elicit more information about the allegation against the suspect and the time of his arrest;
2. Make an application for police bail by a formal letter or complete prescribed form at no cost;
3. Provide suitable persons to stand as sureties and obtain any required material (passports);
4. Ensure that the bail bond/ undertaking is fulfilled and signed by sureties;
5. Ensure that there are no irregularities in the process.

**8.3 OPTIONS AVAILABLE TO ACCUSED PERSONS WHEN BAIL IS REFUSED AT POLICE STATION:**

Where the constitutional right of an accused to bail is refused him at the police station, he could enforce his right through the following means;

1. **Habeas Corpus:** This remedy is to secure the release or liberty of the subject who's right to personal liberty has been lawfully infringed upon and which is better explained by the more elaborate Latin expression *habeas corpus ad subjiciendum* meaning a writ directed to the person detaining another, and

commanding him to produce the body of the prisoner, or person detained. He may apply to the HC of the state where he is being detained for release under Habeas Corpus procedure.<sup>1</sup>

2. **Fundamental Rights Enforcement:** This rules set out the practice and procedure for the litigation, regulation and prosecution of all matters relating to the enforcements of fundamental rights of citizens by the courts, pursuant to the provisions of chapter IV of 1999 Constitution. For an action to be validly commenced under the 2009 rules, the following special procedures must be complied with:
  - a) It is commenced first by an application made via any of the originating process;
  - b) The application above must be accompanied with an affidavit in support;
  - c) The applicant will also have to be set out Statement of facts of the case; and
  - d) A written address by the applicant.

An aggrieved person has the following remedies to claims depending on the circumstance of the case:

- a) An order of leave to enforce his rights
- b) An order of declaration
- c) An order of mandamus
- d) An order of injunction
- e) Award of damages
- f) An order of release or habeas corpus
- g) An order of certiorari and prohibition
- h) Public apology.

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<sup>1</sup> Fundamental Enforcement Procedure Rules 2009, Order 4 rule 5; Order 5 Rules 3, 4, 5 and 6.

**8.4 SPECIMEN OF POLICE BAIL:**

EASREAD LEGAL CONSULTANT

Our Ref \_\_\_\_\_ Your Ref\_\_\_\_\_

30<sup>th</sup> May 2022

The Divisional Police Officer,  
Bwari Police Station,  
Bwari, Abuja.

Sir,

**APPLICATION FOR BAIL**

We are solicitor to Onyemaechi Thank God of 21, Ihugo, Bwari, Abuja who is currently under arrest and detention at your station and shall latter be referred to as "Our Client". We humbly apply for his bail.

It is part of our client's instruction that he was arrested and detained in connection with an alleged offence of stealing an Infinix note 5 belonging to one MR. Okocha Agor, of no 3 okirin street, Ekiti at central market Abuja.

Sir, our client pledges to appear at the station anytime he is requested by you or any of your officers, we recommend the brother of our client, Lucky Chima Agor, of our client of No.4 Aba Road Port Harcourt, as surety for our client's bail.

We remain.

Yours Faithfully

---

**Ehis Barnabas**  
Managing Partner

## PRACTICE DRAFTS SESSION



## CHAPTER

## 9



## CHARGES

**9.1 INTRODUCTION:**

These are documents which contains the statement and particulars of offence that is read to the accused or defendant upon arraignment.<sup>1</sup>

**9.2 TYPES OF CHARGE SHEET:**

There are three (3) types of charge sheet used to initiate criminal trial in Nigeria Courts. These are;

1. Information
2. Charge
3. Charge by First Information Report

**9.2.1 INFORMATION:**

Information as a type of charge sheet is used in the following courts in Nigeria;

1. High Courts of Lagos State
2. High Courts in the Southern part of Nigeria.
3. High Courts at the FCT
4. High Court of Taraba
5. High Court of Adamawa

**1. CHARGE:**

Charge as a type of charge sheet is used in the following courts in Nigeria;

1. Magistrate Courts of Lagos State
2. Magistrate Courts in the Southern part of Nigeria.

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<sup>1</sup>Administration of Criminal Justice Act 2015, ss 194 & 196; Administration of Criminal Justice Law of Kano States 2019, ss 201 & 203; Administration of Criminal Justice Law of Lagos State 2021, ss 147 & 148.

3. Magistrate Courts at the FCT
4. High Courts of Kano
5. High Court In the Northern part of Nigeria excluding Taraba & Adamawa
6. High Courts at the FCT<sup>2</sup>
7. Federal High Courts in Nigeria

## **2. CHARGE BY FIRST INFORMATION REPORT:**

Charge by First Information Report as a type of charge sheet is used in the following courts in Nigeria;

1. Magistrate Court of Kano<sup>3</sup>
2. Magistrate Courts in the Northern part of Nigeria.
3. Magistrate at the FCT<sup>4</sup>

## **9.4 CONTENTS OF A CHARGE SHEET:**

1. Heading of the court
2. Reference number
3. Parties
4. Preamble (for information )
5. Main body
6. Date
7. Franking
8. For service on (applicable only to Magistrate court of the FCT)

### **1. HEADING OF THE COURT:**

These contain basically three (3) features i.e. the name of the court, the division of the court and the location of the court. For instance:

#### **Magistrate Court**

IN THE MAGISTRATES' COURT OF KANO STATE  
IN THE KANO MAGISTERIAL DISTRICT  
HOLDEN AT KANO

#### **High Court**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

<sup>2</sup>The Attorney General of Federation and law officers in his office can only prepared information when instituting an action at the High Court of FCT. See section 104(1) of Administration of Criminal Justice Act 2015. Although for any other prosecuting officer than Attorney General of Federation and law officers in his office, can prepare either charge or information at the High Court of the FCT. See section 109 (d) of Administration of Criminal Justice Act 2015.

<sup>3</sup>Administration of Criminal Justice Law of Kano States 2019, s 126 (a).

<sup>4</sup>Administration of Criminal Justice Act 2015, s 109 (a).

**High Court of Federal Capital Territory**  
**IN THE HIGH COURT OF FEDERAL CAPITAL TERRITORY**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT ABUJA**

**Federal High Court**

IN THE FEDERAL HIGH COURT OF NIGERIA  
 IN THE PORT HARCOURT JUDICIAL DIVISION  
 HOLDEN AT PORT HARCOURT

**2. REFERENCE NUMBER:**

In criminal litigation, we have two (2) types of reference numbers;

1. Charge Number
2. Case Number

NB: The above reference numbers depends on the court. The courts that use \*charge number\* are as follows;

1. Magistrate Court of Lagos State
2. Magistrate Courts in the Southern Part of Nigeria
3. Magistrate Courts at the FCT
4. High Court of Lagos State
5. High Courts in the Southern Part of Nigeria
6. High Court of the FCT
7. Federal High Court

On the other hand, the following courts uses \*case number\*;

1. Magistrate Courts in the North
2. High Court of Adamawa
3. High Court of Taraba
4. High Court of Kano
5. High Courts in the Northern Part of Nigeria

**3. PARTIES:**

In drafting charge sheet, the parties are classified into two (2);

1. Complainant
2. Accused or Defendant

The Complainants in various courts in Nigeria are;

1. Magistrate Court in Nigeria - The Commissioner of Police (COP).  
In Abuja, the COP or the Inspector General of Police
2. High Court of Lagos State - The State of Lagos
3. High Courts in the North - The State
4. High Court of Kano- The State.

5. High Courts in the South - The State
6. High Court of the FCT - The Federal Republic of Nigeria
7. Federal High Court - The Federal Republic of Nigeria

The accused or defendants in various Courts in Nigeria are; In Abuja, Kano, Lagos, South and Federal High Court uses “Defendant” or “Defendants”<sup>5</sup>

On the other hand in the Northern part of Nigeria which is yet to enact the Administration of Criminal Justice they use “Accused” and where there is more than one (1) offender in the North, they are called “Accused Persons”.

#### **4. PREAMBLE (if any):**

It is mostly used by charge sheets commenced by information. I.e. A charge sheet by Charge or First Information Report does not require preamble.

Preambles are drafted as;

*“At the session holding at \_\_\_\_\_  
Judicial Division on the \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_ the court is been  
informed by the Attorney General  
of \_\_\_\_\_ on behalf of the state or  
federation that;*

- 1.\_\_\_\_\_
- 2.\_\_\_\_\_
- 3.\_\_\_\_\_ *are charged as  
follows”*

#### **5. MAIN BODY:**

It is drafted depending on the type of charge sheet; which are,

1. Charge
2. Information
3. Charge by first information report

**a) How to draft the main body of a charge:** In introducing the main body of a charge, it usually begins with “Charge 1” or “Count 1” depending on the Court and location.

For instance, the court that uses “Charge 1” to introduce the main

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<sup>5</sup>Administration of Criminal Justice Act 2015, s 494; Administration of Criminal Justice Law of Kano States 2019, s 2; Administration of Criminal Justice Law of Lagos state 2021, s 371.

body is;

1. High court of Kano
2. High Court in the Northern Part of Nigeria.

On the other hand the courts that use “Count 1” are;

1. Magistrate court of Lagos state
2. Magistrate court in the south
3. Federal high court of Nigeria

Once the main body is introduced the contents of the “charge or count” are arranged in these acronyms (**A D P O P V S**)

**A** - Name of the Accused

**D** - Date of the offence

**P** - Place & Jurisdiction of the offence

**O** - Offence

**P** (if any) - Property subject to the offence

**V** (if any) - Victim

**S** - Section of Law

### **Example of the main body of a charge:**

#### **CHARGE ONE**

*That you OYEMECHI THANKGOD on or about 7<sup>th</sup> March 2022 at No 4, Church Road, Sabon Geri, Kano in the Kano Judicial Division abducted one Haruna Musa and thereby committed an offence punishable under section 273 of Penal Code Law, Laws of Kano State.*

*Or*

#### **COUNT 1**

*That you, Mrs. Chichi Bassey and Mr. Ngozi Itsifanus on August 5, 2022 at No 25 Sabo Street, GRA, Calabar within the Calabar Judicial Division procured for prostitution 18 years old Miss Martina Opaku and thereby committed an offence punishable under section 15 (a) of Trafficking in Persons (Prohibition) Law Enforcement and Administration Act, 2003 (as amended).*

**b) How to draft the main body of information:** In introducing the main body of Information, it always begins with “Count 1”. The counts in information have two (2) paragraphs;

1. **Statement of Offence:** This section contains the provision of the punishment Section (**S**)
2. **Particulars of Offence:** This is designed to accommodate the facts. The facts should be arranged in this acronym(**A D P O P V**);

**A** - Name of the Accused

**D** - Date of the offence

**P** - Place and Jurisdiction of the offence

**O** - Offence

**P** (If any) - Property subject to the offence

**V** (if any) - Victim

**Example of the main body of Information:**

**COUNT 1**

*STATEMENT OF OFFENCE*

*Stealing contrary to section 390 of the Criminal Code Law of Lagos State*

**PARTICULARS OF OFFENCE**

*FEMI ADEYEMI on or about 20<sup>th</sup> August, 2022 at No. 5, Awolowo Road, Ikoyi, Lagos in the Lagos Judicial Division stole a Nokia 3310 Hand Set property of Mr. Daramola Stanley.*

**c. How to draft the main body of a charge by first information report:**

The main body of a Charge by First Information Report is divided into three (3) parts;

1. Introduction
2. Charge
3. Directional

The Introduction is drafted as:

*I, Mallam Musa Chief Magistrate of the Magistrate Court of Kano hereby charge you as follows*

**The Charge is drafted as:**

**CHARGE ONE**

*That you OYEMECHI THANKGOD on or about 7<sup>th</sup> March 2022 at No 4, Church Road, Sabon Geri, Kano in the Kano Magisterial district abducted one Haruna Musa and thereby committed an offence punishable under section 273 of Penal Code Law, Laws of Kano State.*

**The directional is drafted as:**

*I hereby direct that this court has jurisdiction to try the said offence.*

*OR*

*I hereby direct that this court lacks jurisdiction to try the said offence.<sup>6</sup>*

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<sup>6</sup>The directional simply indicate whether or not the court has jurisdiction.

## **6. DATE:**

Every charge sheet must be dated. For aspirants, it should be the date of their exams. For example: *dated this \_\_\_\_\_ day of  
\_\_\_\_\_  
20\_\_\_\_\_*

### **9.4.7 FRANKING:**

This simply indicates the person who prepares the charge sheet. The person who prepares the charge sheet depends on the court.

1. Magistrate Courts in Nigeria - Investigating Police Officer (IPO)  
*NB: For the Magistrate in the North (Kano) it is prepared by the Presiding Magistrates.<sup>7</sup>*
2. High Courts in Nigeria - Law Officers (the AG or any person in his office).
3. Federal High Court - Law Officer or a special prosecutor

### **1. FOR SERVICE ON (If any):**

It is only used by the Magistrate Court of FCT.<sup>8</sup>

For example:  
For service on:  
Jimmy Promise

## **9.5 TIPS OF CHARGES IN BAR FINALS EXAM:**

1. Take note of the instructing authority; if it is ATTORNEY GENERAL OF STATE the court is likely to be the State High Court; where it is ATTORNEY GENERAL OF FEDERATION, it likely to be the Federal High Court or High Court of the FCT depending if it is a state offence or federal offence.
2. Take note of the location; it determines whether the charge sheet will be by Charge or Information, but once it is Federal High Court irrespective of location it must be by charge
3. Take note of the offence, property and victims; that is if one offence is committed against more than one victim, they should all be placed in a separate count or list of item stolen should be placed on separate count. See the instance below;

*On August 5, 2017, Mrs. Chichi Bassey and Mr. Ngozi Itsifanus who both reside at No. 25 Odo-dono Street, Calabar, Cross River State, Nigeria were arrested by men of the Criminal Investigation Department of Nigeria Police Force, Calabar. Their arrest was in*

<sup>7</sup>In Abuja, the Charge sheet at the Magistrate Court can either be prepared by Presiding Magistrate or Investigating Police Officer.

<sup>8</sup>Administration of Criminal Justice Act 2015, s 110 (2).

*connection with the offences of procuring Miss Martina Opaku, 18 years old, Miss Rosemary Idiba, 17 years old and Miss Eteng Okon, 16 years old, all of No. 25, Sabo Street, GRA, Calabar for prostitution at Independence Hotel, No.1, Independence Road, Calabar, Cross River State, Nigeria.*

The count should read thus;

### **COUNT 1**

That you, Mrs. Chichi Bassey and Mr. Ngozi Itsifanus on August 5, 2017 at No 25 Sabo Street, GRA, Calabar within the Calabar Judicial Division procured 18 years old Miss Martina Opaku for prostitution and thereby committed an offence punishable under section 15 (a) of Trafficking in Persons (Prohibition) Law Enforcement and Administration Act, 2003 (as amended).

### **COUNT 2**

That you, Mrs. Chichi Bassey and Mr. Ngozi Itsifanus on August 5, 2017 at No 25 Sabo Street, GRA, Calabar in the Calabar Judicial Division procured 17 years old Miss Rosemary Idiba for prostitution and thereby committed an offence punishable under section 15 (a) of Trafficking in Persons (Prohibition) Law Enforcement an Administration Act, 2003 (as amended).

### **COUNT 3**

That you, Mrs. Chichi Bassey and Mr. Ngozi Itsifanus on August 5, 2017 at No 25 Sabo Street, GRA, Calabar in the Calabar Judicial Division procured 16 years old Miss Eteng Okon for prostitution and thereby committed an offence punishable under section 15 (a) of Trafficking in Persons (Prohibition) Law Enforcement an Administration Act, 2003 (as amended).

**Note in the above instance, procure was repeated thrice to reflect the number of victims.**

4. Take note of the offenders; if an offence is committed and one or more did not take part, kindly join him to the offence regardless unless it is charge for Rape and Reckless Driving.
5. Take note of the proper arrangement of the count or charge; The Acronyms of the content of a count or Charge are (ADPOPVS)

**9.6 SAMPLE DRAFT OF CHARGE SHEET IN THE VARIOUS COURT IN NIGERIA:****1. MAGISTRATE COURT IN THE SOUTHERN PART OF NIGERIA:**

IN THE MAGISTRATES' COURT OF BAYELSA STATE  
IN THE YENAGOA MAGISTERIAL DISTRICT  
HOLDEN AT YENAGOA

CHARGE NO\_\_\_\_\_

BETWEEN  
COMMISSIONER OF POLICE --- COMPLAINANT  
AND  
SHEHUN AJAYI --- DEFENDANT

**COUNT 1**

That you SHEHUN AJAYI on or about 3<sup>rd</sup> June 2022 at Opole Junction in the Yenagoa Magisterial District stole a Nokia 3310 Hand Set property of Mr. JIMMY PROMISE and thereby committed an offence punishable under section 390 Criminal Code Law of Bayelsa State.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed  
Sgt. Onyemaechi Thank God  
Investigation Police Officer

## PRACTICE DRAFTS SESSION



**2. MAGISTRATE COURT IN THE NORTHERN PART OF NIGERIA:**

IN THE MAGISTRATES' COURT OF KANO STATE  
IN THE KANO MAGISTERIAL DISTRICT  
HOLDEN AT KANO

CASE NO \_\_\_\_\_

BETWEEN  
COMMISSIONER OF POLICE --- COMPLAINANT  
AND  
OYEMECHI THANKGOD --- DEFENDANT

I, Mari Ibrahim, Senior Magistrate Grade I charge you OYEMECHI THANKGOD as follows;

**CHARGE 1**

That you OYEMECHI THANKGOD on or about 7<sup>th</sup> March 2022 at No 4, Church Road, Sabon Geri, Kano in the Kano Magisterial District abducted one Haruna Musa and thereby committed an offence punishable under section 273 of Penal Code Law, Laws of Kano State and triable by Senior Magistrate Court.

I hereby direct that you be tried for the said offence by the said court.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed Mari Ibrahim  
Senior Magistrate

## PRACTICE DRAFTS SESSION



**3. HIGH COURTS IN NIGERIA THAT USES INFORMATION:**

IN THE HIGH COURT OF OYO STATE  
IN THE IBADAN JUDICIAL DIVISION  
HOLDEN AT IBADAN

BETWEEN	CHARGE NO_____
THE STATE	---
AND	COMPLAINANT
FEMI ADEYEMI	---
	DEFENDANT

At the High Court of Oyo State holding at Ibadan on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ the Court is informed by the Attorney-General of Oyo state on behalf of the State that:

FEMI ADEYEMI (m) is charged with the following offences:

**COUNT 1**

**STATEMENT OFFENCE**

Stealing contrary to section 390 of the Criminal Code Law of Oyo State

**PARTICULARS OF OFFENCE**

FEMI ADEYEMI on or about 20<sup>th</sup> August, 2022 at No. 5, Awolowo Road, Ibadan, Oyo in the Lagos Judicial Division stole a Nokia 3310 Hand Set property of Mr. Daramola Stanley. (Paragraph 2)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed  
Donald Okechukwu Esq  
Senior State Counsel  
For: Attorney General of Oyo state

## PRACTICE DRAFTS SESSION



#### **4. HIGH COURT IN NIGERIA THAT USES CHARGES:**

IN THE HIGH COURT OF KANO STATE  
IN THE KANO JUDICIAL DIVISION  
HOLDEN AT KANO

CASE NO. \_\_\_\_\_

BETWEEN  
THE STATE  
AND  
JIMMY PROMISE

---

COMPLAINANT

---

DEFENDANT

## **CHARGE ONE**

That you JIMMY PROMISE on or about 3<sup>rd</sup> June 2022 at Karaye within the Kano Judicial division abducted one Musa Ran and thereby committed an offence punishable under section 273 of the Penal Code Law, Laws of Kano State.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed  
Donald Okechukwu Esq  
Senior State Counsel  
For: Attorney- General Kano State

## PRACTICE DRAFTS SESSION



**5. FEDERAL HIGH COURT OF NIGERIA**

IN THE FEDERAL HIGH COURT OF NIGERIA  
IN THE KANO JUDICIAL DIVISION  
HOLDEN AT KANO

CHARGE NO\_\_\_\_\_

BETWEEN  
FEDERAL REPUBLIC OF NIGERIA --- COMPLAINANT  
AND  
LUCKY AGOR --- DEFENDANT

**COUNT ONE**

That you LUCKY AGOR on or about 3<sup>rd</sup> June 2022 at Meroro Hotels at No. 5, Shadda Road, Kano, within the Kano Judicial Division gave the sum of N10 million to the leader of Fight-to-Finish, Fiso Bone-Face, to procure explosives for the bombing of Pent House, Abuja and thereby committed an offence punishable under section 14 of the Economic and Financial Crimes Commission (Establishment) Act, Cap E1 Laws of the Federation, 2004.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed  
Obi Cubana  
For: Executive Chairman Economic and Financial Crimes  
Commission

FOR SERVICE ON:  
LUCKY AGOR

## PRACTICE DRAFTS SESSION



## CHAPTER

## 10

**COURT BAIL****10.1 INTRODUCTION:**

Once a person has been arraigned in court, his counsel needs to apply for bail after his arraignment.

**10.2 MODES OF APPLYING FOR COURT BAIL:**

Bail application is made to the trial judge after the conclusion of arraignment. Note Bail application is not to be made at the court of appeal as of first instance.<sup>1</sup> The method of bringing bail application in the High court depends on the location of the court:

- a) In the South, it is by summons supported by affidavit.
- b) In the North, it is by motion on notice supported by affidavit.

Note: A counter Affidavit must be filed by the prosecution if it is opposing the bail application.

In the Magistrates' courts, bail application may be made orally immediately after the accused has pleaded to the charge against him. The prosecution may oppose such oral application by giving cogent reasons why the bail should not be granted.<sup>2</sup>

Notes: where bail is refused by magistrates' or any lower court, application may be made to the higher court of the State where such lower court resides.

In LAGOS & ABUJA, you can either use Summons or Motion on Notice supported by affidavit.

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<sup>1</sup>*Abacha v State* [2002] FWLR (pt. 118) 1224.

<sup>2</sup>*Ani v State* [2002] FWLR (pt. 125) 661.

NB: counter-affidavit may not be necessary if the reply is on point of law.

### **10.3 CONDITIONS FOR THE GRANT OR REFUSAL OF BAIL:**

1. Nature/gravity of the offence or severity of punishment for the offence.
2. Availability of the accused to stand trial.
3. That the accused will not jump bail.<sup>3</sup>
4. Nature, character and quality of available evidence against the accused i.e. Strong indication of commission of a serious offence as against weak proof/trivial offence.<sup>4</sup>
5. Likelihood of commission of another offence while on bail.<sup>5</sup>
6. Criminal Records of the accused if he is a first offender or not.
7. The Prevalence of the offence.
8. Detention of the accused is for his Protection/safety.<sup>6</sup>
9. Interference with police investigation or prosecution.
10. Medical or health grounds.<sup>7</sup>

### **10.3 OPTIONS OPEN TO A COURT WHEN AN ACCUSED PERSON JUMPS BAIL:**

1. Revoke his bail.
2. Issue a bench warrant for his arrest.
3. Order the forfeiture of the bail bond
4. Order surety to pay the said sum

### **10.4 HOW TO MOVE AN APPLICATION FOR BAIL:**

1. My Lord, we have an application before this Honourable Court by way of motion on Notice dated..... which has been duly served on the prosecution “
2. Our motion is brought pursuant to section 36(5) of the Constitution of the Federal Republic of Nigeria 1999 and the inherent power of this Honourable Court”
3. My Lord, we seek the following reliefs; an order of the court admitting the 1<sup>st</sup> accused person/applicant to bail pending the determination of his trial and other orders as the Court may deem fit to make in the circumstances “.

<sup>3</sup>Dokubo-Asari v Federal Republic of Nigeria [2007] All FWLR (Pt. 375) 588.

<sup>4</sup>Abacha v State (supra)

<sup>5</sup>R v Jammal 16 NLR 54.

<sup>6</sup>Bamaiyi v The State [2001] 4 SCNJ 103.

<sup>7</sup>Ani v State (Supra)

4. Our application/motion is supported by a 10 paragraph affidavit sworn to by Thank God Onyemaechi and we rely on all the paragraphs of the affidavit, also accompanying the affidavit are \_\_\_\_\_ Exhibits marked as \_\_\_\_\_
5. We have also filed a written address in support of our application. We wish to adopt same( if any);
6. We humbly pray this honourable court to grant bail to the accused on liberal terms;

**10.5 SPECIMENS OF COURT BAIL:****1. HIGH COURT IN THE NORTH**

IN THE HIGH COURT OF KANO STATE  
IN THE KANO JUDICIAL DIVISION  
HOLDEN AT KANO

CASE NO\_\_\_\_\_

BETWEEN  
THE STATE --- COMPLAINANT/RESPONDENT  
AND  
OLUWA SHEHUN -- DEFENDANT/APPLICANT

MOTION ON NOTICE  
 BROUGHT PURSUANT SECTION 172 OF THE  
ADMINISTRATION OF CRIMINAL JUSTICE LAW OF KANO  
STATE 2019 AND SECTION 36(5) OF THE CONSTITUTION OF  
THE FEDERAL REPUBLIC OF NIGERIA (AS AMENDED)

TAKE NOTICE that this Honourable court shall be moved on  
the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_ at the hour of 9 o'clock  
or so soon thereafter as counsel for the Defendant/Applicant,  
OLUWA SHEHUN shall be heard praying this Honourable court for:

- a. AN ORDER admitting OLUWA SHEHUN the accused/applicant to bail;
- b. ANY FURTHER ORDER OR ORDERS as this Honourable court may deem fit to make in the circumstance.

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Oyanrin Michael Esq.  
Oyatobility chambers,  
Counsel to the Applicant.

FOR SERVICE ON:  
The Attorney-General  
Ministry of Justice,  
Kano State

## PRACTICE DRAFTS SESSION



IN THE HIGH COURT OF KANO STATE  
IN THE KANO JUDICIAL DIVISION  
HOLDEN AT KANO

CASE NO \_\_\_\_\_

BETWEEN  
THE STATE            ---        COMPLAINANT/RESPONDENT  
AND  
OLUWA SHEHUN    --        DEFENDANT/APPLICANT

**AFFIDAVIT IN SUPPORT OF APPLICATION FOR BAIL**

I, Oluwa Shehun, male, adult Nigerian, resident at 15, Udoneria Street, Shomolu, Lagos, do hereby make oath and state as follows:

1. That I am the accused/applicant in this case, by virtue of which I am conversant with the facts of the case and the circumstances leading to this case.
2. That I was arrested by the police officers of the Kano Division, Kano on Friday the 20th of February 2022 on the allegation of robbery of one Miss Akoura Chinelo on the dame date.
3. That we were arraigned before the Judge of the High Court Kano, on 20th March 2022 on a charge of robbery. The charge sheet is hereby attached and marked as EXHIBIT K1
4. That I have never been arrested, charged nor convicted of any offence before.
5. That I was with my wife on the said day and the time in which the offence was said to have been committed.
6. That I am an out-patient at the Gwagwalada Specialist Hospital where I have been undergoing treatment for renal failure. The report is hereby attached and marked EXHIBIT K2.
7. That the prison which I am kept has no facilities for the treatment of the kind of ailment.
8. That I can barely stand on my feet for more than 10 minutes at most.
9. That I make this affidavit in good faith believing same to be true by virtue of the Oaths Act.

\_\_\_\_\_  
Deponent

SWORN to at the High Court Registry, Kano  
This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

BEFORE ME

\_\_\_\_\_  
COMMISSIONER FOR OATH

## PRACTICE DRAFTS SESSION



**2. HIGH COURT OF LAGOS:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

CHARGE NO\_\_\_\_\_

BETWEEN:

THE STATE OF LAGOS --- COMPLAINANT/RESPONDENT  
AND  
AKINDELE FEMI --- DEFENDANT/APPLICANT

SUMMONS

BROUGHT UNDER SECTION 115 OF THE ADMINISTRATION  
OF CRIMINAL JUSTICE LAW OF LAGOS STATE 2021 AND  
SECTION 36(5) OF THE CONSTITUTION OF THE FEDERAL  
REPUBLIC OF NIGERIA 1999 (AS AMENDED)

**LET ALL PARTIES** concerned attend this Honourable court on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ on the hearing  
of an application on the part of counsel for Accused/Applicant for an  
order admitting AKINDELE FEMI the defendant /Applicant to bail  
in respect of the charge No\_\_\_\_\_

And for such further order or orders as this Honourable court may  
deem fit to make in the circumstances.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Oboagwina Caleb Esq,  
Easy Read chambers  
Ibadan.  
Counsel to the Applicant.

**FOR SERVICE ON:**

The Attorney-General,  
Ministry of Justice,  
Lagos State

## PRACTICE DRAFTS SESSION



**10.6 SAMPLE QUESTION ON COURT BAIL:**

On or about the 13<sup>th</sup> day of April, 2018, Dodo Oluwole and Gorimapa broke into the house of Alhaji Bala Danladi in Jaji area of Suleja in Niger State. They disarmed the security and tied him down to gain access into the compound. Alhaji Bala Danladi was away on business trip while his wife and daughter were assaulted and robbed.

Aisha Danladi (daughter) was raped several times by Oluwole despite passionate pleas from her mother, Hajia Maimunat. Maimunat was slapped and shoved into the bedroom and ordered to bring out her valuables worth millions of Naira and carted same away.

On their way out Dodo noticed that the security man had untied himself. He (Dodo) shot him in the head. The security man died instantly. The robbers' spotted Alhaji Danladi's brand new Toyota Prado jeep parked in the garage, demanded for the key and drove it away with their loot.

Luck however ran out on them when they tried to cross the border to sell the car. They were apprehended and taken into custody. Whilst in custody, Dodo, the 1<sup>st</sup> accused person became critically ill and was diagnosed with hypertension and diabetes.

They were later arraigned before the High Court, Suleja, Niger State on the three counts of culpable homicide punishable with death, rape and assault. The 1<sup>st</sup> count was for both culpable and rape and the 2<sup>nd</sup> count was for assault alone.

- a. Draft the application with particular reference to the health condition of Dodo.

**ANSWER TO QUESTION 1a**

IN THE HIGH COURT OF NIGER STATE  
IN THE MINNA JUDICIAL DIVISION  
HOLDEN AT MINNA

CASE NO.\_\_\_\_\_

BETWEEN  
THE STATE            ---      COMPLAINANT/RESPONDENT  
AND  
MATHEW DODO ---      ACCUSED/APPLICANT

MOTION ON NOTICE  
BROUGHT PURSUANT TO SECTION 34(5) OF THE  
CONSTITUTION OF THE FEDERAL REPUBLIC OF NIGERIA,  
1999 AND SECTION 341(2) OF THE CRIMINAL PROCEDURE  
CODE AND THE INHERENT JURISDICTION OF THE  
HONOURABLE COURT

TAKE NOTICE that this Honourable Court will be moved  
on \_\_\_\_\_ the day of \_\_\_\_\_ 2018 at the hour  
of 9:00 AM in the forenoon or so soon thereafter as Counsel to the  
Accused/Applicant may be heard praying the court for the  
following reliefs;

1. An order admitting the Accused/Applicant to bail pending the determination of this case.
2. Any order or further order as the Honourable Court may deem fit to make in the circumstances of the case.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signed \_\_\_\_\_

A.B & Co  
Counsel to the Accused/Applicant  
No.1 Emir Road, Minna.

FOR SERVICE ON:  
Attorney General, Niger State  
Ministry of Justice, Minna.

IN THE HIGH COURT OF NIGER STATE  
IN THE MINNA JUDICIAL DIVISION  
HOLDEN AT MINNA

CASE NO.\_\_\_\_\_

BETWEEN  
THE STATE --- COMPLAINANT/RESPONDENT  
AND  
MATHEW DODO --- ACCUSED/APPLICANT

**AFFIDAVIT IN SUPPORT OF MOTION FOR BAIL**

I, Sunday Dodo, Male, Nigerian, Christian of No.20 Old Minna-Abuja Road, Minna, Niger State, do hereby make oath and state as follows:

1. That I am the brother of Mathew Dodo, the accused in this case and I have authority and consent of the Applicant to depose to this Affidavit.
2. That the accused person is standing trial before this Honourable Court for Culpable Homicide, Rape and Assault.
3. That the accused was arrested on 10<sup>th</sup> January, 2018 and detained at the Minna Central Police Station.
4. That the accused person suddenly took ill and has been diagnosed with hypertension and diabetes. A copy of the medical report of the accused's state of health is attached herewith and marked as Exhibit A.
5. That there are no adequate medical facilities in the Prisons to cater for this sickness.
6. That the accused needs to visit the hospital regularly to attend to his health.
7. That the accused person will attend to his trial if granted bail.
8. That the accused will provide reliable sureties if granted bail.
9. That it is in the interest of justice to grant the accused bail.
10. That I swear to this affidavit in good faith.

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DEPONENT

SWORN TO AT THE HIGH COURT REGISTRY, MINNA  
This \_\_\_\_\_ Day of \_\_\_\_\_ 2018.

BEFORE ME

COMMISSIONER FOR OATHS

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 11

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**DEATH SENTENCE****11.1 INTRODUCTION:**

Death sentence is pronounced in respect of capital offences only. However, death sentence may not be pronounced on the following persons;

- a) An infant (minor)
- b) Pregnant women.

However, in Abuja, death sentence may be pronounced on a pregnant woman but will not be executed until her child is weaned.<sup>1</sup>

**11.2 HOW TO PRONOUNCE DEATH SENTENCE:**

In pronouncing death sentence, the Judge usually put on red robe and the sentence is pronounced as follows;

**In the South:** "THE SENTENCE OF THIS COURT UPON YOU IS THAT YOU BE HANGED BY THE NECK UNTIL YOU BE DEAD AND MAY THE LORD HAVE MERCY UPON YOUR SOUL".

**In Lagos:** "THE SENTENCE OF THIS COURT UPON YOU, IS THAT YOU BE HANGED BY THE NECK UNTIL YOU BE DEAD AND MAY GOD HAVE MERCY UPON YOUR SOUL".

**In the North:** "THE SENTENCE OF THIS COURT UPON YOU, IS THAT YOU BE HANGED BY THE NECK UNTIL YOU BE DEAD".

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<sup>1</sup> Administration of Criminal Justice Act 2015, s 404.

**In Abuja:** "THE SENTENCE OF THIS COURT UPON YOU, IS THAT YOU BE HANGED BY THE NECK UNTIL YOU BE DEAD OR BY LETHAL INJECTION".

Generally, death sentence is executed by hanging but in Abuja, they use either hanging or by lethal injection.<sup>2</sup>

## PRACTICE DRAFTS SESSION

<sup>2</sup> Ibid s 402.

## CHAPTER

## 12

**GROUNDS OF APPEAL****12.1 INTRODUCTION:**

Grounds of appeal in the Notice of Appeal deal with specific errors made by the Court, while Issues for determination in the Brief of Argument deal with series of questions that arose for determination out of the grounds.

Hence, there could be few issues arising from several grounds. What that means is that the number of issues for determination in a brief of argument must not be more than the number of grounds contained in the notice of appeal.

An issue formulated for determination may encompass or derive from one or more grounds of appeal but an issue which does not arise from the ground of appeal is no issue properly formulated and such issue shall be struck out by the Court of Appeal.

**12.2 SPECIMEN OF GROUNDS OF APPEAL:*****"GROUND ONE***

*The learned trial court erred in Law when it held that Police Officers have no power to prosecute Criminal cases in the superior Courts.*

***PARTICULARS OF ERROR***

*There is nothing in the law limiting the powers of public prosecution of the police to the inferior courts.*

## *GROUND TWO*

*The trial court erred in law when it held that a Police Officer must be a qualified Legal Practitioner to prosecute Criminal Cases in the superior Courts*

## *PARTICULARS OF ERROR*

*The law empowering the police to prosecute cases in the superior courts does not limit the exercise of the power to the lawyers in the service of the Police Force.”*

### **12.3 OMNIBUS GROUNDS OF APPEAL:**

*“That the decision of the court is unreasonable and cannot be supported by evidence”*

## **PRACTICE DRAFTS SESSION**



# **PART C: CORPORATE LAW PRACTICE**

## CHAPTER

## 13

**MEMORANDUM OF ASSOCIATION****13.1 INTRODUCTION:**

Memorandum of association defines the company, what the company is made up of and the purpose of its formation as provided by law.<sup>1</sup>

**13.2 CONTENTS OF A MEMORANDUM OF ASSOCIATION:**

1. Heading
2. Name Clause
3. Registered Office Clause
4. Object Clause
5. Status Clause
6. Liability Clause
7. Share Capital Clause
8. Subscription Clause
9. Subscription Box
10. Date
11. Attestation

**1. HEADING:****COMPANY LIMITED BY SHARES**

*THE FEDERAL REPUBLIC OF NIGERIA*

*COMPANIES AND ALLIED MATTERS ACT 2020*

*PRIVATE/PUBLIC COMPANY LIMITED BY SHARES*

*MEMORANDUM OF ASSOCIATION*

*OF \_\_\_\_\_ COMPANY*

<sup>1</sup> *Edokpolor and Co. Ltd. v Sem Edo Wire Industries Ltd [1984] 7 SC 119; Companies and Allied Matters Act 2020, s 27.*

# PRACTICE DRAFTS SESSION

**COMPANY LIMITED BY GUARANTEE**  
THE FEDERAL REPUBLIC OF NIGERIA  
**COMPANIES AND ALLIED MATTERS ACT 2020**  
**COMPANY LIMITED BY GUARANTEE**  
**MEMORANDUM OF ASSOCIATION**  
OF \_\_\_\_\_ COMPANY

## PRACTICE DRAFTS SESSION

## **2. NAME CLAUSE:**

Drafted thus;

*The name of the company is* \_\_\_\_\_

## PRACTICE DRAFTS SESSION

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### **3. REGISTERED OFFICE CLAUSE**

*The Registered Office of the company shall be situate in Nigeria.*

## PRACTICE DRAFTS SESSION



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**4. OBJECT CLAUSE**

Drafted thus;

The objects of the company are as follows;

1. To carry out banking activity
2. To participate in collective investment schemes
3. And any other related matters or business

**AND IT IS HEREBY DECLARED THAT:**

The objects specified in each paragraph of this clause shall be regarded as independent objects and shall in no way be limited or restricted (except the contrary is expressly stated) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and as ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects clause of a separate and distinct company.

**PRACTICE DRAFTS SESSION**

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**5. STATUS CLAUSE**

*The company is a private company or public company.*

**PRACTICE DRAFTS SESSION**

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## **6. LIABILITY CLAUSE**

*The liability of the members is limited by shares.*

## PRACTICE DRAFTS SESSION

## **7. SHARE CAPITAL CLAUSE OR SPECIAL CLAUSE**

#### a. Share capital clause

The authorized share capital of the company is One Hundred Thousand Naira (100,000.00) divided into 100,000 Naira ordinary shares of One Naira each (with

*such respective rights as are defined by the Articles of Association registered herewith)*

## PRACTICE DRAFTS SESSION

### b. Special clause

1. The income and property of the company shall be applied solely towards the promotion of its objects, and no portion of the income or property shall be paid or transferred directly or indirectly to the members of the company. However, nothing herein shall prevent the payment in good faith of remuneration to any servant of the company or to any other person, for services actually rendered.
  2. Every member of the company undertakes to contribute to the assets of the company in the event of the company being wound-up, where he is a member, or within one year after he ceases to be a member, and the costs, charges and expenses of winding-up shall not be less than N100, 000.00.
  3. If upon the winding-up or dissolution of the company there shall remain, after the satisfaction of all its debts and liabilities, any property of the company, the same shall not be paid to or distributed among the members of the company but shall be given

or transferred among some other companies having similar objects of this company which shall be determined by the members prior to the dissolution of the company.

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



#### **8. SUBSCRIPTION CLAUSE:**

*I/We the several persons, whose names and addresses  
are subscribed are desirous of being formed into a  
company, in pursuance of this Memorandum of  
Association, and I/we respectively agree to take the  
number of shares in the capital of the company set  
opposite our respective names.*

# PRACTICE DRAFTS SESSION

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## **9. SUBSCRIPTION BOX**

<b>NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER</b>	<b>NO OF SHARES TAKEN</b>	<b>BENEFICIAL OWNER OF SHARES</b>	<b>SIGNATURE</b>

Note a company without share capital, (Company limited by Guarantee) the subscription box is drafted thus;

Name of Subscriber	Address	Description	Signature
Joseph Terh	5 Adeola St. Lagos	School master	
Daniel Adeji	10 Akpan Road, Makurdi Benue State.	Principal	
Cecilia Kuku		School master	

#### 10. DATE

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

#### 11. ATTESTATION

WITNESS TO THE ABOVE SIGNATURES:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

**13.3 SPECIMEN OF THE MEMORANDUM OF  
ASSOCIATION FOR COMPANY LIMITED BY SHARES:**

**THE FEDERAL REPUBLIC OF NIGERIA  
THE COMPANIES AND ALLIED MATTERS ACT 2020  
(COMPANY LIMITED BY SHARES)  
MEMORANDUM OF ASSOCIATION OF  
ISAAC JIMMY LIMITED**

1. The name of the Company is ISAAC JIMMY LIMITED
2. The Registered Office of the company shall be situated in Nigeria.
3. The business for which the company is established are:
  - a. To carry on the business as established are:
  - b. Journalists literary advertising and publicity agents, printers, engravers, bookbinders, designers and draughts men and to sell and act as agent for the sale of journals and other publications of all kinds.
  - c. Any other matter necessary or incidental to the objects stated above

**AND IT IS HEREBY DECLARED THAT:**

The objects specified in each paragraph of this clause shall be regarded as independent objects and shall in no way be limited or restricted (except the contrary is expressly stated) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and as ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects clause of a separate and distinct company.

4. The company is a private company
5. The liability of the members is limited by shares.
6. The authorized share capital of the company is One million Naira (1,000,000.00) divided into 1,000,000 Naira ordinary shares of One Naira each (with such respective rights as are defined by the Articles of Association registered herewith)
7. We the several persons, whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the company set opposite our respective names.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER	NO OF SHARES TAKEN	BENEFICIAL OWNER OF SHARES	SIGNATURE

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**WITNESS TO THE ABOVE SIGNATURES:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



**13.4 SPECIMEN OF THE MEMORANDUM OF ASSOCIATION  
COMPANY LIMITED BY GUARANTEE:**

**THE FEDERAL REPUBLIC OF NIGERIA  
COMPANIES AND ALLIED MATTERS ACT 2020  
(COMPANY LIMITED BY GUARANTEE)  
MEMORANDUM OF ASSOCIATION OF FLOXY  
COLLEGES AND SCHOOL LTD/GTE**

1. The name of the company is the Floxy Colleges and Schools Limited Guarantee.
2. The registered office of the company will be situated in Nigeria.
3. The objects for which the company is established are:
  - a. The promotion of education and research in Benue State, any other State in Nigeria and abroad.
  - b. To do all such things incidental to the attainment of the above object.

**AND IT IS HEREBY DECLARED THAT:**

The objects specified in each paragraph of this clause shall be regarded as independent objects and shall in no way be limited or restricted (except the contrary is expressly stated) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and as ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects clause of a separate and distinct company.

4. The company is a private company.
5. The liability of the members is limited by guarantee
6. The income and property of the company shall be applied solely towards the promotion of its objects, and no portion of the income or property shall be paid or transferred directly or indirectly to the members of the company. However, nothing herein shall prevent the payment in good faith of remuneration to any servant of the company or to any other person, for services actually rendered.
7. Every member of the company undertakes to contribute to the assets of the company in the event of the company being wound-up where he is a member or within one year after he ceases to be a member, and the costs, charges and expenses of winding-up which shall not be less than N100,000.00
8. If upon the winding-up or dissolution of the company there shall remain after the satisfaction of all its debts and liabilities any property of the company, the same shall not be paid or distributed among the members of the company but shall be given or

transferred among some other companies having similar objects of this company which shall be determined by the members prior to the dissolution of the company.

9. We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company limited by guarantee in pursuance of this Memorandum of Association.

Name of subscriber	Address	Description	Sign.
Joseph Terh	5 Adeola St. Lagos	School master	
Daniel Adeji	10 Ankpa Road, Makurdi Benue State.	Principal	
Cecilia Kuku		Schoolmaster	

*Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_*

**WITNESS TO THE ABOVE SIGNATURES:**

NAME: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 14

**ARTICLE OF ASSOCIATION:****14.1 INTRODUCTION:**

The Articles of Association of a company contain the constitution, rules and regulations that guide the conduct of meetings and decision making in a company. The content of the articles of association has been provided for in part I, II, III and IV of the First Schedule to the CAMA as it relates to public company limited by shares, private company limited by shares, private company limited by guarantee and unlimited liability company respectively. Thus what is to be done is to adopt the provisions in the schedule to the CAMA with modification where permissible, and addition or omission.

**14.2 SPECIMEN OF THE MODIFY ARTICLE OF ASSOCIATION:**

FEDERAL REPUBLIC OF NIGERIA  
COMPANIES AND ALLIED MATTERS ACT  
CAP C20, LAWS OF THE FEDERATION OF NIGERIA, 2020  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION

OF

---

(PURSUANT TO SECTION 32, 33, 34 AND 35 OF THE  
COMPANIES AND ALLIED MATTERS ACT 2020)

The form and content of the Articles of Association of this company is in accordance with;

Part I (Public Limited by Share)

Part II (Private Company Limited by Share)

Part IV (Unlimited Company)

Respectively of Table "A" in schedule 1 of this Act, with additions, omissions, or alteration as may be required in this circumstances.

NAMES AND ADDRESSES OF SUBSCRIBER	DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY SUBSCRIBER	SIGNATURE OF SUBSCRIBER
Samuel Abu No. 24 Jos Road, Abuja	Businessman	-	Signature
Ajayi Ise No. 10 Abeokuta Lane, Kaduna, Kaduna State	Businessman	-	Signature
Emeka Onye No. 20 Ibrahim Taiwo Road, Kano, Kano State	Businessman	-	Signature

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

#### **WITNESS TO THE ABOVE SIGNATURES**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

DATE: \_\_\_\_\_

## **PRACTICE DRAFTS SESSION**



## CHAPTER

## 15

**NOTICE OF INTENTION (Special Notice)****15.1 INTRODUCTION:**

Notice of intention relate to an applicant intention to move a resolution at General meeting. This notice should be sent to the Board of director not less than 28 days before the meeting. It is also refer to as Special Notice, Applicant Notice or 28 days' notice.

**15.2 SPECIMEN OF NOTICE OF INTENTION**

ISAAC &amp; JIMMY LIMITED

No. 23 Bwari Crescent, Bwari, Abuja

The Directors  
Isaac & Jimmy Ltd  
No. 23 Bwari Crescent,  
Bwari, Abuja.

I hereby give special notice pursuant to sections 288 and 289 of Companies and Allied Matters Act, 2020 of my intention to move the following ordinary resolution at a general meeting of the company, to be held not earlier than 28 days from the date of this notice.

**ORDINARY RESOLUTION**

That \_\_\_\_\_ (Name of director) be and is hereby removed from office as a director of the company.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Yours faithfully,

\_\_\_\_\_  
(Sign)  
**Mr. Mike Edosanwa**

## PRACTICE DRAFTS SESSION



## CHAPTER

## 16

**NOTICE OF COMPANY MEETINGS****16.1 INTRODUCTION:**

A proper notice of every general meeting must be given to members unless the articles otherwise provide; such notice must contain the requisite information, and sufficient time must be allowed and the notice must be properly served. Note that; the Length of notice for calling a meeting is 21 days from the date on which the notice was sent out.<sup>1</sup>

**16.2 WHO IS ENTITLED TO NOTICE:**

1. Every member of the company.
2. Those whom shares have been transmitted to by way of personal representatives.
3. Every auditor for the time being.
4. Directors of the company.
5. Company Secretary.
6. The Commission (CAC) in the case of public companies.<sup>2</sup>

**16.3 EFFECT OF FAILURE TO GIVE NOTICE:**

Failure to give notice of any meeting to any person entitled to receive notice shall invalidate the meeting unless such failure is an accidental omission on the part of the person or persons giving the notice.<sup>3</sup> Accidental omission does not include any misinterpretation of the provisions of CAMA or of the articles of a company.<sup>4</sup>

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<sup>1</sup> *Companies and Allied Matter Act 2020, s 241.*

<sup>2</sup> *Ibid s 243 (1).*

<sup>3</sup> *Ibid 245 (1).*

<sup>4</sup> *Ibid s 245 (2).*

## **16.4 AGENDA TO BE TRANSACTED AT STATUTORY MEETING:**

1. Issues arising from statutory reports
2. Consideration of the statutory reports
3. Formation of company
4. Any other incidental matters.<sup>5</sup>

## **16.5 AGENDA AT THE ANNUAL GENERAL MEETINGS:**

Generally, the agenda to be transacted at this meeting is called **Ordinary Business** because they can only be transacted once a year, although **Special Business** (businesses conducted as a result of urgency) can also be an agenda at this meeting.<sup>6</sup>

### **16.5.1 EXAMPLES OF ORDINARY BUSINESSES:**

1. Declaring of dividends.
2. Payment of dividends.
3. Appointment of Auditors.
4. Appointment of Audit Committee.
2. Remuneration of Auditor.
3. Auditor's Reports'
4. Election of Directors.
5. Retirement of Directors.
6. Directors' Reports.
7. Annual Returns (*filed by Nigerian registered companies*)
8. Annual Reports (*filed by unregistered companies granted exemption*)
9. Presentation of Financial Statements
10. Disclosure of remuneration of managers of a company.<sup>7</sup>

### **16.5.2 EXAMPLES OF SPECIAL BUSINESSES:**

1. Change of Name.
2. Change of registered address.
3. Change of object clause.
4. Conversion of company.
5. Increase in share capital.
6. Reduction in share capital.
7. Removal of Directors.
8. Appointment of Directors.
9. Remuneration of Directors.
10. Removal of Auditor.

<sup>5</sup> *Ibid s 235 (8).*

<sup>6</sup> *Ibid s 238 (1).*

<sup>7</sup> *Ibid s 257.*

In summary, both ordinary and special businesses are done in the AGM.

### **16.6 AGENDA AT THE EXTRA- ORDINARY GENERAL MEETING:**

This meeting is held in cases of emergencies, therefore the agenda to be transacted at this meeting is called special businesses only.

#### **16.6.1 EXAMPLES OF SPECIAL BUSINESSES:**

1. Change of Name.
2. Change of registered address.
3. Change of object clause.
4. Conversion of company.
5. Increase in share capital.
6. Reduction in share capital.
7. Removal of Directors.
8. Appointment of Directors.
9. Remuneration of Directors.
11. Removal of Auditor.

### **16.7 SPECIMENS OF NOTICE OF COMPANY MEETINGS:**

#### **a. STATUTORY MEETINGS**

ISAAC PROMISE NIGERIA PLC.  
RC 5668  
NOTICE OF STATUTORY-MEETING

NOTICE IS HEREBY GIVEN that the Statutory Meeting of Isaac Promise Nigeria Plc. required to be held by section 235 of the Companies and Allied Maters Act 2020 will be held at Transco Hotel Abuja on the \_\_\_\_\_ day of \_\_\_\_\_ at 9 o'clock a.m. for the purpose of;

- a. Considering the statutory report
- b. And of considering all other business which ought to be conducted at such statutory meeting.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

By Order of the Board

\_\_\_\_\_  
Company Secretary

## PRACTICE DRAFTS SESSION



**b. ANNUAL GENERAL MEETING**

AGOR LUCKY LIMITED

RC NO 0867

NOTICE OF 7<sup>TH</sup> ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Seventh Annual General Meeting of members of Agor Lucky Limited will be held at the Conference/Banquet Hall, Sheraton Hotels and Towers, Maitama, Abuja on 20<sup>TH</sup> February 2022 at 10.30 am to transact the following business.

**Ordinary Business**

1. To receive and consider the financial statement for the year ended 31<sup>st</sup> December together with the Directors and Auditors' Report thereon. (To receive the Report of the Audit Committee)
2. To declare a final dividend \_\_\_\_\_

**Special Business**

1. To approve the remuneration of the Directors.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

By Order of the Board  
Company Secretary

## PRACTICE DRAFTS SESSION



**c. EXTRA-ORDINARY GENERAL MEETING**

FISH TALE PLC  
RC NO 7655

NOTICE OF EXTRA-ORDINARY GENERAL MEETING  
PURSUANT TO SECTION 239 OF COMPANIES AND ALLIED  
MATTERS ACT 2020.

NOTICE IS HEREBY GIVEN that an Extra-Ordinary General Meeting of Fish Tale Plc. will be held at the Conference/Banquet Hall, Sheraton Hotels and Towers, Maitama, Abuja on 20th February 2022 at 10.30 am to transact the following business.

Special business

To increase the Authorised Share Capital of the company from N2,000,000 to N20,000,000 by the creation of additional share capital of N18,000,000 ordinary share of N1 each ranking pari passu with the existing shares in the share capital of the company.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BY THE ORDER OF THE BOARD

Signature

COMPANY SECRETARY

## PRACTICE DRAFTS SESSION



**d. NOTICE OF COURT ORDER MEETING**

IN THE FEDERAL HIGH COURT OF FEDERAL REPUBLIC OF  
NIGERIA  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: FHC/10/18

IN THE MATTER OF COMPANIES AND  
ALLIED MATTERS ACT 2020  
AND  
IN THE MATTER OF APPLICATION UNDER  
SECTION 711 THEREOF

IN RE ISAAC PROMISE NIGERIA PLC RC 5668 AND ITS  
SHAREHOLDERS

MEETING OF SHAREHOLDERS OF ISAAC PROMISE  
NIGERIA PLC

**NOTICE IS HEREBY GIVEN** that by an order dated \_\_\_\_\_ In the above matter, the Federal High Court has direct that a meeting be convened for the purpose of \_\_\_\_\_ (PURPOSE OF THE MEETING). The meeting will be held on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Oboagwina Caleb Esq.**  
ISAAC PROMISE NIGERIA PLC  
No 12 Aikman, Maitama,  
Abuja.

## PRACTICE DRAFTS SESSION



**e. BOARD OF DIRECTOR NOTICE OF MEETING**

**THE COMPANIES AND ALLIED MATTERS ACT 2020  
ISAAC JIMMY LIMITED  
NOTICE OF FIRST BOARD OF DIRECTOR MEETING**

The Directors  
Isaac & Jimmy Ltd  
No. 23 Bwari Crescent,  
Bwari, Abuja.

**NOTICE OF FIRST BOARD OF DIRECTORS MEETING  
PURSUANT TO SECTION 289 COMPANIES AND ALLIED  
MATTERS ACT 2020**

You are hereby informed that the first board meeting of the company is scheduled to be held at the Conference/Banquet Hall, Sheraton Hotels and Towers, Maitama, Abuja on 20<sup>TH</sup> February 2022 at 10.30 am to transact the following businesses;

- a. Appointment of Secretary
- b. Appointment of Managing Director
- c. Appointment of FIRST Auditor
- d. Allotment of Shares
- e. Adoption of the common seal
- f. Adoption of certificate of incorporation
- g. Appointment of the Bankers
- h. Fixing of the financial years
- i. Adoption of pre-incorporation contracts

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

## PRACTICE DRAFTS SESSION



## CHAPTER

## 17



## COMPANY RESOLUTION

**17.1 INTRODUCTION:**

Decisions of a company are made by resolutions arrived at through voting that is resolution is used to determine the agenda of a meeting. A resolution put to the vote is to be decided by a **show of hands**.<sup>1</sup> Under this method of voting, there is equality of members' votes, irrespective of the number of shares held by them. Therefore, a show of hands equals one shareholder, one vote.

On the other hand, the members can demand that the vote be **conducted by poll**, in which case the vote will be determined by number of shares held by a person.<sup>2</sup> **For example;** if A has 10,000,000 units of shares, his vote is 10,000,000 and if B and C hold 10 units each, their votes would be 20 votes cast.

**17.2 TYPES OF RESOLUTION:**

1. **Ordinary Resolution:** Ordinary resolution is determined by a simple majority vote (the highest number of votes cast).<sup>3</sup> This resolution is used to determine ordinary businesses. I.e. ORDINARY BUSINESS = ORDINARY RESOLUTION (OB=OR).
2. **Special Resolution:** A Special resolution is determined by at least 75% or three-fourths of all votes cast being in support of the agenda, otherwise the agenda will not be deemed passed.<sup>4</sup> This special resolution is used to determine special businesses. I.e. SPECIAL BUSINESS = SPECIAL RESOLUTION (SB=SR). However, there are certain special businesses that may be determined by ordinary resolution. For instance;

<sup>1</sup> *Company and Allied Matters Act 2020, s 248(1).*

<sup>2</sup> *Ibid s 249 (1).*

<sup>3</sup> *Ibid s 258 (1).*

<sup>4</sup> *Ibid s258 (2).*

1. Increase in share capital.
2. Removal of Directors
3. Appointment of Directors
4. Removal of Auditor.

**3. Written Resolution:** Written resolution is peculiar to private companies. These are resolutions passed without convening a formal meeting.<sup>5</sup>

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<sup>5</sup> *Ibid s 259.*

**17.3 SAMPLE OF RESOLUTION:**

{Name of the Company}

**RESOLUTION FOR \_\_\_\_\_ (PURPOSE OF THE  
MEETING)**  
**(Pursuant to sections \_\_\_\_\_ of CAMA)**

At the general meeting of Isaac & Jimmy Nigeria Ltd held on the 25<sup>th</sup> day of April, 2022 at No. 23 Bwari Crescent, Abuja at 9:00am, it was resolved:

1. THAT \_\_\_\_\_ (purpose of the meeting)
2. THAT the Secretary of the company should and is hereby directed to prepare and file every necessary document for submission to C. A. C.

Dated this 25<sup>th</sup> day of April, 2022

---

Director

---

Secretary

## PRACTICE DRAFTS SESSION



**17.4 SPECIMEN OF RESOLUTION TO REMOVE AN AUDITOR:**

FISH TALE PLC  
NO. 23 BWARI CRESCENT, ABUJA  
RC NO.271222

**ORDINARY RESOLUTION PURSUANT TO S.409 CAMA 2020**

At the general meeting of Fish Tale Plc. held on the 25th day of April, 2022 at No. 23 Bwari Crescent, Abuja at 9:00am, it was resolved:

"That Mr. Jonah Adams be removed and is hereby as the Auditor of the company".

Dated this 25<sup>th</sup> day of April, 2022

---

Director

---

Secretary

## PRACTICE DRAFTS SESSION



## CHAPTER

## 18

**LETTERS IN CORPORATE LAW****18.1 LETTER FOR EXEMPTION:****JIMMY GBH LIMITED**

Herrn Dieter Wellhausen Lansstraße 81 D-11179 Berlin, Germany.

20<sup>th</sup> June, 2022

The Minister of Trade,  
Ministry of Trade,  
Federal Capital Territory  
Abuja.

Sir,

**APPLICATION FOR EXEMPTION FROM  
INCORPORATION AS A NIGERIAN COMPANY**

We, the above named foreign company, having been invited to Nigeria by the Federal Government of Nigeria to execute a project, hereby apply for exemption from incorporating as a Nigerian company.

Please find attached the necessary documents as stipulated by Section 80 (2) of the Companies and Allied Matters Act, 2020.

Yours Faithfully,  
Company Secretary.

ENCL: This is where the necessary documents as stipulated by S. 80 (2) CAMA are attached.

## **PRACTICE DRAFTS SESSION**



## **18.2 SEARCH REPORT WITH COVERING LETTER:**

### **EASREAD LEGAL CONSULTS**

**Address: Plot 34, Richard Avenue, Victoria Island Lagos.**

**Phone No: 08033333333**

E: mail: info@easyreadlegal.com

Website: [www.easyread.com](http://www.easyread.com)

Our Ref\_\_\_\_\_

Your Ref\_\_\_\_\_

20th August 2022

Mr Oluwa Shehun Ijayi,  
The Company Secretary,  
Premier Bank Plc.,  
11 Oyeh Street,  
Lagos State.

Sir,

### **RE: CORPORATE SEARCH REPORT OF TROPICAL INVESTMENT LIMITED**

We refer to the above subject matter.

We are glad to inform you that a corporate search has been carried out on Tropical Investments Limited. Attached to this letter is the search report.

Thank you.

Yours faithfully,  
(Signature)  
Oboagwina C.

Encls:

1. A copy of the search report
2. CTC of Certificate of Incorporation
3. CTC of Statement of authorised share capital
4. CTC of particulars of directors

### **SEARCH REPORT ON TROPICAL INVESTMENT LIMITED**

1. **Date of search:** 21<sup>st</sup> August, 2022.
2. **Place of search:** Corporate Affairs Commission
3. **Name of company:** Tropical Investments Limited
4. **RC Number:** No 72854
5. **Registered offices:** 5, Ahmadu Bello Way, Victoria Island, Lagos.

- 6. Date of incorporation:** 17th June, 2017.
  - 7. Business/object:** Hotel and House keeping
  - 8. Directors:** Mr Agor Lucky; Jimmy Jones; Abudazi Isaac; Ayorinde Victor.
  - 9. Share capital:** N2, 000,000 divided into 2,000,000 ordinary shares of N1 each
  - 10. Encumbrance:** NIL
  - 11. Annual Return:** The annual return of the Tropical Investment Limited is up to date.
  - 12. Remark:** Premier Bank Plc. can go ahead with a view to operating an account for Tropical Investment Limited.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

(Signature)

Babalayo Olutayo Esq  
Plot 34, Richard Avenue  
Victoria Island, Lagos.

## **PRACTICE DRAFTS SESSION**

**18.3 LETTER OF ALLOTMENT:**

**ISAAC & JIMMY NIGERIA LTD**  
RC. GD128  
No. 423 Bwari Crescent, Abuja

Mr. Daniel Raymond  
No. 15 Kent Road  
Wuse Zone 4  
Abuja.

Sir,

**LETTER OF ALLOTMENT OF SHARES**

I am Pleased to inform you that your application for the allotment of N600, 000 of 600,000 ordinary shares of N1.00 each in the company has been allotted to you.

You may renounce all or any of the shares in favour of another by filling up the accompanying letter of renunciation, on the understanding that you are still liable to pay all sums due on the shares should any of your nominees fail to do so.

Thank you.

Yours faithfully,

---

Company secretary

## PRACTICE DRAFTS SESSION



**18.4 LETTER OF REGRET:**

**ISAAC & JIMMY NIGERIA LTD**  
RC. GD128  
No. 423 Bwari Crescent, Abuja

Miss Kechi Omechia  
No. 15 kent Road  
Wuse Zone 4  
Abuja.

Sir,

**LETTER OF REGRET**

I regret to inform you that the directors were unable to allot you any shares in the above company, and I enclose herewith a cheque for N600,000.00 being the amount paid by you on application.

Kindly fill up and return the annexed form of receipt.

Yours faithfully,

---

Company secretary

## PRACTICE DRAFTS SESSION



## **18.5 STATUTORY LETTER OF DEMAND:**

**BANK OF WESTERN NIGERIA PLC**  
17 MARINA STREET, LAGOS ISLAND, LAGOS  
[info@bankofwest.com](mailto:info@bankofwest.com)  
+234 (0) 803 123 4567, +44 77 899 4490  
RC No: 911876

**Our Ref: GBL/BDC/008**

**Your ref.....**

22<sup>nd</sup> March 2022  
The Managing Director  
Better Dey Come Ltd  
2 Obanikoro, Agege, Lagos

Sir,

**STATUTORY LETTER OF DEMAND PURSUANT TO  
SECTION 409(a) OF THE COMPANIES AND ALLIED  
MATTERS ACT, 1990**

Our account shows that your company is indebted to our bank to the sum of thirty million naira (30,000,000) as principal, the loan and interest were to be repaid over a period of 15 years. This sum you have refused and neglected to pay despite repeated demands.

You are by this letter demanded to pay up the sum of thirty million naira (30,000,000) as principal, the loan and interest were to be repaid over a period of 15 years.

You are required to pay the sum due within the next three months from the day of the receipt of this letter. Failure to do so will make you the subject of a winding up petition by the bank.

A prompt reply will be appreciated.

Yours Faithfully,

Duweni Bright  
Director,  
**Bank of Western Nig. PLC**

Iwuorie Nina Faith ESQ  
Company Secretary,  
**Bank of Western Nig. PLC**

## PRACTICE DRAFTS SESSION



**18.6 APPLICATION TO CORPORATE AFFAIRS  
COMMISSION TO INVESTIGATE THE AFFAIRS OF THE  
COMPANY:**

**BABAGANA IBRAHIM & CO**  
PLOT 12, ADEOSUN STREET,  
VICTORIA ISLAND LAGOS

12<sup>th</sup> August 2022  
Registrar-General,  
Corporate Affairs Commission  
Abuja

Sir,

**APPLICATION FOR INVESTIGATION OF ORIENTAL  
NIGERIA LIMITED - RC NO.  
PURSUANT TO SECTION 357 OF CAMA 2020**

We write on behalf of Akinjo Kolade Victor, a shareholder of the above named company (our client), who holds one quarter of the total shares of the company.

Our client is applying for the investigation of the above-named company on the following grounds:

1. Refusal to invite him to both board and general meetings of the company.
2. Failure to keep accounting records of the company
3. Failure to have any records of minutes of the company
4. Failure of the directors to prepare Financial Statements of the company since 2020
5. Failure to file Annual Returns since 2020.

We look forward to your favourable response.

Thank you.

Yours faithfully

BABAGANA IBRAHIM & CO  
Signature  
Babagana Ibrahim Esq

## PRACTICE DRAFTS SESSION



## CHAPTER

## 19

**DECLARATION OF SOLVENCY****19.1 INTRODUCTION:**

A declaration of solvency is made by company through its directors stating that it is financially capable of paying its debt. The implication of this are in two folds; in the case of restructuring options once a company declares solvency, it is deemed that the company is likely considering arrangement on sale. One the other hand for winding up of a company once a company declares solvency, it presumes membership voluntary winding up. Although for declaration of solvency to be effective its must;

1. Be made within 5 weeks immediately preceding (before) the date of the passing of the resolution for winding up the company and delivered to CAC for registration within 15 days after passing the resolution; and
2. It embodies a statement of the company's assets and liabilities as at the latest practicable date before the making of the declaration.<sup>1</sup>

---

<sup>1</sup> *Companies and Allied Matters Act 2020, s 625.*

**19.2 SPECIMEN OF DECLARATION OF SOLVENCY:****FLOXY NIGERIA LIMITED**

10 Ikoyi Road  
Ikoyi  
Lagos State

Our Ref:\_\_\_\_\_

Your Ref:\_\_\_\_\_

We, Ayoola Peace of No. 3 Amino Kano Crescent street Wuse Abuja, Eric Ottutu of No. 23 Amino Kano Crescent street Wuse Abuja and Evhi Eyehre of No. 33 Amino Kano Crescent street Wuse Abuja being all the Directors of the above company, solemnly declare that we have made a full enquiry into the affairs of this company and that having done so, we have formed the opinion that the company will be able to pay its debt in full within a period of twelve (12) months from the commencement of the winding up, and we append a statement of the company's assets and liabilities as at 10 day of September 2021 the being the latest practicable date before making this declaration.

And we make this solemn declaration, conscientiously believing the same to be true by virtue of the Oaths Act.

Declared at the Federal High Court Registry, Lagos

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

---

Declarant

---

Declarant

BEFORE ME

---

COMMISSIONER OF OATHS

### **19.3 STATEMENT OF THE ASSETS AND LAIBILITIES:**

#### **FLOXY NIGERIA LIMITED**

10 Ikoyi Road  
Ikoyi  
Lagos State

Our Ref:\_\_\_\_\_

Your Ref:\_\_\_\_\_

#### **DECLARATION OF SOLVENCY EMBODYING A STATEMENT OF THE ASSETS AND LAIBILITIES PURSUANT TO SECTION 625 OF THE COMPANIES AND ALLIED-MATTERS ACT 2020**

#### **STATEMENT OF THE ASSETS AND LAIBILITIES AS AT 10 DAY OF SEPTEMBER 2022**

<b>Assets as at the 10 day of September 2022</b>	<b>costs (N)</b>
1. Machinery	50, 000, 000
2. Land/ factories	100, 000, 000
3. Cash in banks	100, 000, 000
<b>Liabilities as at the 10 day of September 2022</b>	
4. Debentures issued in 2021	50, 000, 000
5. Arrears of salaries	20, 000, 000
6. Mortgage loan	10, 000, 000
<b>Total assets less liabilities =</b>	
	<b>170, 000, 000</b>

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Directors

---

Directors

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 20

**NOTICE OF RESIGNATION (PARTNERSHIP)****20.1 INTRODUCTION:**

Partnership is an establishment set up with the aim of making profit by two or more juristic persons. Partnership can be dissolved and one of the steps to be taken for the dissolution of partnership is the service of Notice of resignation to the following partners.

**20.2 PROCEDURE FOR DISSOLUTION OF PARTNERSHIP:**

- a. Notice of resignation or dissolution is served on the other parties.
- b. A dissolution agreement is entered.
- c. The copy of the notice of dissolution is sent to CAC if registered.

**20.3 SPECIMEN OF NOTICE OF RESIGNATION:**

TO: GEORGE & PARTNERS  
No. 3 Amino Kano Crescent Street Wuse Abuja

I hereby give notice under Clause 4 of our partnership agreement (or deed of partnership) dated the 12<sup>th</sup> day of May 2018 of my intention to resign from the partnership subsisting between us with effect from December 2021.

Dated \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

Signed:  
GEORGE

## PRACTICE DRAFTS SESSION



## CHAPTER

## 21

**PETITION FOR WINDING-UP OF COMPANIES****21.1 INTRODUCTION:**

**IN THE FEDERAL HIGH COURT OF NIGERIA  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA**

SUIT NO:\_\_\_\_\_

**IN THE MATTER OF OYEMECHI & SONS PLC  
AND  
IN THE MATTER OF COMPANIES AND ALLIED  
MATTERS ACT 2020**

BETWEEN:

ZENITH BANK PLC  
AND  
ONYEMAECHE & SONS PLC.

---- PETITIONER  
---- RESPONDENT

**PETITION FOR WINDING UP OF  
OYEMECHI & SONS PLC**

The humble petition for the winding up of Onyemaechi & sons PLC., a company incorporated under the Companies and Allied Matters Act whose registered address is located at No 1 Wadena Close, Kano State, for the ZENITH BANK PLC, a financial Institution incorporate under the Companies and Allied Matters Act whose registered address is situated at No. 1 Benjamin Street, Off Agbor way, Garki, Abuja states as follows:

1. The above-named company was incorporates as a company limited by shares under the Companies and Allied Matters Act.
2. That the registered office of the company is situated at No 1

Wadena Close, Kano State.

3. That the object for which the company was established was the manufacturing, processing and exporting of sugar within and outside the country and as set out in paragraph 3 of the memorandum of association of the company.
4. The Share Capital of the company is N5, 000,000,000.00 (Five billion Naira) divided into 5 billion ordinary shares of N1.00 each.
5. Your petitioner states that on 3<sup>rd</sup> day of February 2018, the company borrowed the sum of N55, 000,000.00 (Fifty five Million Naira) from the petitioner as a mortgage under a deed duly executed between the petitioner and the company for the purpose of finance the setting up of its sugar factory.
6. That the mortgage sum taken by the company had become due for payment since December 2021.
7. Your Petitioner humbly pray the court for the following RELIEFS:
  - a. That the affairs of the company be wound up as provided under the Companies and Allied Matters Act;
  - b. That a liquidator b appointed by the court to effect the winding up and settlement of the mortgage sum owed the petitioner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

PETITIONER'S COUNSEL  
Inyene Ekpoattai Esq  
Easread Legal Consult.  
NO 18 KINGSWAY, MAITAMA, ABUJA.

**FOR SERVICE ON:**

THE RESPONDENT'S COUNSEL  
Uzoma Norbert Esq.  
Plot G1 Plaza Motel, Wuse, Abuja

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



# **PART D:**

# **CIVIL**

# **LITIGATION**

## CHAPTER

## 22

**WRIT OF SUMMONS****22.1 INTRODUCTION:**

The writ of summons is one of the modes of instituting civil actions before the High court. The writ of summons is a form issued by the registrar under seal where facts are in dispute i.e. most likely contentious. This is the most common method of commencing civil proceedings in the High Courts. They are used for actions like; breach of contract, recovery of money, recovery of premise, land dispute, administration of estate, Declaration of title, contentious matter, defamation of character etc.

**22.2 DOCUMENTS ACCOMPANIED BY WRIT OF SUMMONS:****a. LAGOS**

1. Writ of summons;
2. Statement of claim (pleading)
3. List of witnesses to be called at the trial
4. Written statement on oath of the witnesses; and
5. Copies of every document to be relied upon at trial
6. Pre-action protocol form 01.<sup>1</sup>

**b. ABUJA**

1. Writ of summons;
2. Statement of claim (pleading)
3. List of witnesses to be called at the trial
4. Written statement on oath of witnesses;
5. Copies of documents to be relied upon at trial; and
6. Certificate of pre-action counseling; as in Form 6.<sup>2</sup>

<sup>1</sup> *High Court of Lagos State (Civil Procedure) Rules 2019, Order 5 Rule 1 (2).*

<sup>2</sup> *High Court of the Federal Capital Territory Abuja (civil procedure) Rules 2018, Order 2 Rule 2 (2).*

Note all processes filed at the registry shall bear the seal of the Counsel filing the suit as provided by the Nigerian Bar Association, showing that the counsel is fully enrolled as a legal practitioner and qualified to practice in Nigeria.<sup>3</sup>

### **22.3 HOW TO FILL WRIT OF SUMMONS:**

**(THE HIGHLIGHTED BOLD LETTERS ARE THE INFORMATION TO BE USED TO FILL THE WRIT OF SUMMONS)**

**Goshen Properties Ltd**, a Company with its registered office at **No.21 Aminu Kano, Wuse II, Abuja**, acquired a piece of **land** lying and situate at **Sambas Reserve, Gwarimpa Abuja** for the purpose of constructing an ultra-modern housing estate. The land measuring ten acres was allotted to the Company under a certificate of occupancy, issued by the Minister of Housing as part of a larger expanse of land publicly acquired by the **Federal Government** for overriding public interest. Goshen properties cleared the site and work commenced earnestly on the construction of homes.

One day, Chief Boko Mai, while undertaking a tour of his family land **discovered that the family land in the area had been bulldozed and taken over by Goshen Properties** under the certificate of occupancy. The gazette acquiring the land for public use clearly excluded the land belongs to the Mai Family. The Abuja Geographical Information System, upon a petition from the Mai Family, discovered the error and offered Goshen Properties another plot of land in the same area but the Company did not take the alternative plot of land as it was marshy, it therefore refused to vacate the earlier land allotted under the certificate of occupancy and continued with erection of buildings therein.

The Mai Family intended using the land for agricultural purposes and for housing estate construction posed a great hazard to the suitability of the land for agricultural purposes. Some officers of the Abuja Geographical Information System are alleged to have been hired by the Company and have refused to revoke the Certificate of

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<sup>3</sup> *Ibid Order 2 Rule 9.*

Occupancy granted to the Company.

**At a family meeting held for that purpose, Chief Boko Mai, as head of family, was mandated along with Alhaji Chibouk Mai to institute an action against the Company and the Federal Government, at the High Court of the FCT, claiming inter alia; injunction against Goshen Properties to halt all construction work as it affects the family portion of land, a declaration that the purported grant of Certificate of Occupancy earlier granted is void; the sum of Fifty Million Naira (N50,000,000.00) being damages for trespass, against the Company and the Federal Government jointly and/or severally; and a perpetual injunction restraining the Government and the Company from ever trespassing on the land.**

- a. You have been briefed by the family. Prepare the attached writ of summons for filing at the High Court of the FCT

**WRIT OF SUMMONS (Form 1)****NB: The highlighted bold parts are the filling**IN THE HIGH COURT OF **FEDERAL CAPITAL TERRITORY**IN THE **ABUJA JUDICIAL DIVISION**  
HOLDEN AT **ABUJA**SUIT NO: **(don't assign number)**

BETWEEN:

CHIEF BOKO MAI

ALHAJI CHIBOK MAI

--- CLAIMANT

(Suing for themselves and on behalf of the entire Mai Family)

AND

GOSHEN PROPERTIES LTD.

ATTORNEY GENERAL OF FEDERATION ---- DEFENDANTS

TO:

1. **GOSHEN PROPERTIES LTD, of No. 251, Opebi Road, Lagos**
2. **ATTORNEY GENERAL OF FEDERATION, of Ministry of Justice of the Federation**

In the **HIGH COURT** of **FEDERAL CAPITAL TERRITORY**

You are hereby commanded that within **14 days** after the service of this writ on you, inclusive of the days of such service, you do cause an appearance to be entered for you in an action at the suit of **Mai Family CLAIMANT(S)** and take notice that in default of your so doing, the Claimant(s) may proceed therein and judgment may be given in your absence.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
**(don't date)**

BY ORDER OF THIS COURT

**(don't sign)**  
REGISTRAR

Memorandum to be subscribed on the writ

N.B: This writ is to be served within \_\_\_\_\_ **six (6) months** from the date thereof, or, if renewal, within \_\_\_\_\_ **three (3) months** from the date of the last renewal, including the day of such date, and not afterwards.

The Defendant(s) may enter appearance personally or by a Legal practitioner either by handing in the appropriate forms, duly completed, at the Registry of the High Court of the Judicial Division in which the action is brought or by sending them to the Registry by registered post.

### **ENDORSEMENTS**

The claimant's claim is for: \_\_\_\_\_

1. A declaration that the claimants are the lawful holder of the right of occupancy to the plot of land at Sambas Forest Reserve within the jurisdiction of this court.
2. A declaration that the purported grant of certificate of occupancy by the Minister of Housing in favour of the 1<sup>st</sup> Defendant in respect of the claimant's land is void;
3. An order of court directing the Minister of Housing to revoke the purported Certificate of Occupancy in (a) above, granted in favour of the 1<sup>st</sup> Defendant.
4. The sum of N50,000,000.00 (Fifty Million Naira), being damages for trespass;
5. An order of perpetual injunction restraining the Defendants from ever trespassing on the Claimants' portion of land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
**(date of exams)**

THIS WRIT was issued by \_\_\_\_\_ **XYZ Esq (Name of a legal practitioner must be used)** of \_\_\_\_\_ **XYZ & Co (Name of a legal practitioner law office must be used)** whose address for service is at \_\_\_\_\_ **123, Lagbaja Drive, Abuja, Legal Practitioner for the said who reside(s) at Plots 1-5, Mai-Abuja**

Endorsement to be made on copy of the writ forthwith after service  
**(leave the below information's unfilled)**

This Writ was served by me at \_\_\_\_\_ on the Defendant(s) accompanied by the following documents.

\_\_\_\_\_ (here insert the mode of service) on the \_\_\_\_\_  
Day of \_\_\_\_\_ 20\_\_\_\_\_

(Signed)  
Address: \_\_\_\_\_

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 23

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**PRE- ACTION COUNSELING****23.1 INTRODUCTION:**

In Abuja pre action counseling is one of the prerequisite before a legal practitioner in Abuja can successfully commence an action in the court which is done using Form 6.<sup>1</sup> It is expected that a legal practitioner in compliance with Rule 16 of the Rules of Professional Conduct 2007 advice his client on relatively steps to be taken.

**23.2 SPECIMEN OF PRE-ACTION COUNSELING (FORM 6):**

**IN THE HIGH COURT OF FEDERAL CAPITAL  
TERRITORY  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA**

SUIT NO. \_\_\_\_\_

BETWEEN:

AGOR LUCKY

----

CLAIMANT

AND

JIMMY PROMISE

----

DEFENDANT

**PRE-ACTION COUNSELLING CERTIFICATE**

I, Donald Chukwu, Legal Practitioner of EASY READ & CO CHAMBERS, No 1 Mattie Street, Wusih II Abuja to the Claimant, have gone through the facts of the case of the said Claimant and on my own have appropriately counselled him on the relative strength of

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<sup>1</sup> *High Court of the Federal Capital Territory Abuja (civil procedure) Rules 2018, Order 2 Rule 8.*

his case or otherwise and should this turn out to be frivolous, I am prepared to be liable according to the provision of the rules of this court.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_

---

DONALD CHUKWU  
Legal Practitioner to the Claimant

---

AGOR LUCKY  
Claimant

## PRACTICE DRAFTS SESSION



## CHAPTER

## 24

**MEMORANDUM OF APPEARANCE****24.1 INTRODUCTION:**

Once a writ of summons or other originating process has been duly served, the first step the defendant is required to do is to enter appearance either in person or through a legal practitioner by filing a memorandum of appearance. In Lagos, appearance is entered within forty-two (42) days in or outside Jurisdiction<sup>1</sup> and in Abuja; appearance is entered by the defendant within fourteen (14) days, and outside jurisdiction, within 30 days.<sup>2</sup>

**24.2 TIME FOR SERVICE OF MEMORANDUM OF APPEARANCE:**

The defendant is also expected to serve a sealed memorandum of appearance on the claimant's legal practitioner or on the claimant in person within seven (7) days.

**24.3 TYPES OF APPEARANCE:**

1. **Unconditional Appearance:** This is the type of appearance entered without reservation, objection, challenging the court's jurisdictions, etc. Where the defendant(s) enters an unconditional appearance, it is presumed that:
  - i. He acknowledges he has been served.
  - ii. He intends to defend the action.
  - iii. He has submitted to the jurisdiction of the court.
  - iv. He has no issue with the process or jurisdiction of the court

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<sup>1</sup> Lagos 2019, Order 11 Rule 5.

<sup>2</sup> Abuja 2018, Order 9 Rule 1.

**24.3.1 SPECIMEN OF UNCONDITIONAL MEMORANDUM  
OF APPEARANCE:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDING AT LAGOS

SUIT NO \_\_\_\_\_

BETWEEN

CROWN KITCHEN LTD

---

CLAIMANT

AND

K AND T LTD

---

DEFENDANT

**UNCONDITIONAL MEMORANDUM OF APPEARANCE**

Please enter an appearance for K and T Nigeria Limited sued as DEFENDANT in this suit.

Dated this 25<sup>th</sup> day of March, 2022

**Jimmy Jones ESQ**  
Defendant's Legal  
Practitioner  
No. 42 Adeniyi Jones  
Street,  
Ikeja Lagos.

**FOR SERVICE ON:**

Oboagwina Caleb ESQ  
Claimant's Counsel  
No. 14 Allen Avenue,  
Ikoyi, Lagos.

## PRACTICE DRAFTS SESSION



2. **Conditional appearance:** This is the type of appearance entered with objection or under protest. Where the defendant(s) enters an unconditional appearance, it presumed that:
- i. He acknowledges he has been served, though may not be done properly.
  - ii. He intends to challenge the jurisdiction of the court.
  - iii. He intends to challenge any procedural irregularities.

**24.3.2 SPECIMEN OF CONDITIONAL MEMORANDUM OF APPEARANCE:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDING AT LAGOS

SUIT NO \_\_\_\_\_

BETWEEN

CROWN KITCHEN LTD  
AND  
K AND T LTD

---  
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CLAIMANT  
DEFENDANT

**CONDITIONAL MEMORANDUM OF APPEARANCE**

Please enter conditional appearance for K and T Nigeria Limited sued as DEFENDANT in this suit

Dated this 25<sup>th</sup> day of March 2022

**Shehun Ajayi ESQ**  
Defendant's Legal  
Practitioner  
No. 42 Adeniyi Jones  
Street,  
Ikeja Lagos.

**FOR SERVICE ON:**

**Oboagwina Caleb Esq**  
CLAIMANT'S COUNSEL  
No. 14 Allen Avenue,  
Ikoyi, Lagos.

## PRACTICE DRAFTS SESSION



## CHAPTER

## 25

**PLEADINGS****25.1 INTRODUCTION:**

Pleadings are statements of facts in support of the party's case commenced by a writ of summons.<sup>1</sup>

**25.2 RELATIONSHIP BETWEEN PLEADINGS AND WRIT OF SUMMONS:**

Actions commenced by writ of summons are accompanied by pleadings whereas other actions commenced by originating motion, originating summons and petition are accompanied by an affidavit which serve as the purpose of pleadings.

N.B; where there is a conflict between writ of summons and pleadings as to relief sought, the pleadings shall supersede because the court is bound by the pleadings of the party.<sup>2</sup>

However, it should be noted that writ of summons controls the statement of claim in that any cause of action not included in the writ cannot be introduced in the statement of claim unless the writ has been amended by the court upon application.

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<sup>1</sup> *High Court Civil Procedure Rule of Lagos State 2019, Order 17-22 (Lagos 2019); High Court Civil Procedure Rule of Federal Capital Territory 2018, Order 15-18 (Abuja 2018).*

<sup>2</sup> *Elf (Nig.) Ltd. V Sillo[1994] 6 NWLR (pt. 350) 258.*

### **25.3 PURPOSE OF PLEADINGS:**

1. It defines matters or issues in dispute between parties.<sup>3</sup>
2. It puts parties on notice as to the claim or defence of the other to avoid springing surprises, and as such parties are bound by their pleadings.<sup>4</sup>
3. It serves as a guide and notice to the court, hence the court is also bound by parties' pleadings.<sup>5</sup>
4. It shows the person (party) on whom lies the burden of proof.
5. It constitutes a permanent record of issues raised and determined between parties.
6. Pleadings show on whom the burden of proof lies on.
7. It keeps the court on the alert to avoid admitting any extraneous evidence that is not supported by the pleadings.
8. It guides the court on the quantum of claim or reliefs sought by the respective parties.
9. It aids the parties in determining the proper approach to the opponents' case. A party may upon receipt of pleadings apply for judgment upon admission.<sup>6</sup>

### **25.4 MATTERS THAT MUST BE PLEADED:**

Generally, any matter/fact that will take the adverse party by surprise must be pleaded. However, this does not include evidence or conclusion of law. Examples of matters that must be pleaded are;

1. Fraud.<sup>7</sup>
2. Illegality
3. Breach of agreement
4. Limitation of statute
5. Defence of laches and acquiescence.<sup>8</sup>
6. Adultery.<sup>9</sup>
7. Legal maxim
8. Defamatory words (in the exact language)
9. Immunity protection.<sup>10</sup>
10. Libel.<sup>11</sup>
11. Special damages.<sup>12</sup>

<sup>3</sup> *Atolagbe v Shorun* [1985] 1 NWLR (Pt. 2) 360 at 365

<sup>4</sup> *Ita & Anor v Ekpenyong & Ors* [1963] ENLR 21.

<sup>5</sup> *Ogiemien v Ogiemien* [1967] NMLR 245.

<sup>6</sup> *The Evidence Act 2011*, ss 131(1), 132 and 133.

<sup>7</sup> *Fabunmi v Agbe* [1985] 5 SC

<sup>8</sup> *Adeoye v Jinadu* [1975] 5 SC 102.

<sup>9</sup> *Ikoku v Oli* [1962] 1 All NLR 194 at 199-200.

<sup>10</sup> *Wada v Kebbi* [1962] 2 All NLR 73.

<sup>11</sup> *Bradbury v Cooper* [1884] 12 QBD 94.

<sup>12</sup> *Otaru & Sons v Idris* [1999] 68 LRCN 823.

12. Estoppel.<sup>13</sup>
13. Unenforceability of a document.<sup>14</sup>

### **25.5 TYPES OF PLEADINGS:**

Generally, there are five (5) types of pleadings;

1. Statement of claim.
2. Statement of defence.
3. Reply.
4. Statement of defence and counterclaim.
5. Defence to counterclaim or reply to counterclaim.

### **25.6 STATEMENT OF CLAIM:**

Statement of claim is prepared and filed by the claimant. The main body of a statement of claim is divided into three (3) parts;

- a. **Introductory Averment:** The introductory averment contains the following;
  - i. The particulars of the claimant.
  - ii. The particulars of the defendant.
  - iii. Brief statement of the subject matter
- NB:** they are to be in numbered paragraphs.
- b. **Facts:** The main body contains the facts stated in their chronological order. They are also to be in numbered paragraphs.
- c. **The relief sought:** this is the last part of the statement of claim and it contains the relief sought.

**NB:** most reliefs sought may either be general damages or special damages. A relief is general damage where it cannot be quantified monetarily and it is special damages where it can be monetarily quantified, the claimant must show prove of special damages.

#### **25.6.1 CONTENTS OF THE STATEMENT OF CLAIM:**

1. Heading of the court
2. Reference number

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<sup>13</sup> *Owoniyi v Omotosho* [1951] All NLR. 304.

<sup>14</sup> *N M Jebara v Mercury Assurance Co. Ltd* [1972] 2 ULLR 498.

3. Parties
4. Title of the pleading
5. Main body ;
  - a. Introductory averment
  - b. Fact
  - c. Relief sought
6. Date
7. Franking
8. For service on

## **25.6.2 SPECIMEN OF STATEMENT OF CLAIM:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO: \_\_\_\_\_

BETWEEN  
KAYUBA ADA --- CLAIMANT  
AND  
AGRICULTURAL BANK PLC --- DEFENDANT

## **STATEMENT OF CLAIM**

1. The claimant is Mrs. Kayuba Ada of No. 14 Areole Hopewell Street, Victoria Island, a business woman who deals in exportation of agricultural products.
  2. The defendant is a public limited liability company registered in Nigeria which deals in banking and finance with its registered office at No. 5 Ikoyi Street Lagos.
  3. \_\_\_\_\_ (FACTS OF THE CASE IN CHRONOLOGICAL ORDER)
  4. WHEREFORE THE CLAIMANT CLAIMS AS FOLLOWS:
  - a. The sum of N7,000,000 (Seven million naira), representing the total price of the delivered cashew nuts

Dated \_\_\_\_\_ day of \_\_\_\_\_ (**Date of exams**)

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**Ere Siege. ESQ  
OBOAGWINA & Co.**  
Claimant's Solicitors  
10 José Aerogun  
Victoria Island, Lagos.

## **FOR SERVICE ON:**

## **AGRICULTURAL BANK PLC**

10, Education Street,  
Victoria Island  
Lagos

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## **25.7 STATEMENT OF DEFENCE:**

This is the second pleading prepared and filed by the defendant having gone through the statement of claim filed by the claimant. In responding to the statement of claim, there are certain contents the statement of defence should contain, which are;

1. Admission
2. Traverse (denial).
3. Counterclaim
4. Set Off
5. Confession and avoidance.

### **25.7.1 ADMISSION:**

These are facts that are admitted by the defendant in the claimant's statement of claim. Admission is drafted as follows;

*"The defendant admits paragraphs 1, 2, 3 of the allegation contained in the Statement of Claim."*

### **25.7.2 TRAVERSE:**

This simply means denial of the allegation contained in the statement of claim. We have various types of traverse;

- a. **General traverse:** This is the first part of the statement of defence and it is drafted as follows;  
*"SAVE AND EXCEPT as expressly agreed, the defendant denies each and every allegation of facts contained in the Statement of Claim as if same were herein set out and traversed seriatim."*<sup>15</sup>

- b. **Evasive traverse:** In this case, the defendant is not in the position to either admit or deny and it leads to ambiguity. It is drafted as;

*"The defendant is not in the position to admit or deny the allegation of facts contained in paragraph 5 of the Statement of Claim".*

Note denial should not be evasive. It should meet the pointed-out instances pleaded in the statement of claim and where any allegation of fact in the statement of claim has not been specifically denied or by implication; the Claimant is not even obliged to establish it by evidence.<sup>16</sup>

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<sup>15</sup> *Mandilas and Karaberis Ltd v Lamidi Apena [1969] NMLR 199.*

<sup>16</sup> *Economides v Thomopulus and Co. Limited [1956] 1 FC 7 at 10.*

- c. **Negative pregnant traverse:** This is a form of denial that always leads to further questioning simply because it was not emphatically denied. *E.g. the defendant denies owing the claimant Seven Million Naira (N7, 000,000).*
- d. **Specific traverse:** This is a traverse which emphatically denies by leaving no room for doubt. It could be seen as a better way of denying compared to the negative pregnant traverse. For instance; if the defendant states "*he does not owe the claimant two million naira only (N2, 000,000)*". *It will be specifically traversed by stating as follows;*

*"He does not owe the claimant two million naira only (N2, 000,000) or any other sum"*

*Or*

An allegation that the defendant took a bribe of N2000 from the claimant when traversed as "defendant denies taking a bribe of N2000 from the claimant", it will be specifically traversed by stating as follows;

*"Defendant denies taking a bribe of N2000 or any other sum from the claimant or any other person".*

It can be deduced that adding words such as; *at all, any part, any other sum, any other person, etc.* makes it a specific traverse. Also, averments with the conjunction "AND" should be answered with the disjunctive word "OR". Similarly, averments with the adjective "ALL" should be substituted or answered with "ANY" or "ANY OF". For example; "the defendant shot and killed the claimant's dog" should not be traversed as "the defendant denies that he shot and killed the claimant's dog", rather it should be traversed as "the defendant denies that he shot OR killed the claimant's dog"

- e. **An admixture of traverse and admission:** In this case, the defendant admits only to an extent and denies every other fact. *It is drafted as;*  
*The defendant admits paragraph 3 of the Statement of Claim to the extent that an agreement was entered but denies every other allegation of facts contained in the paragraphs.*

<sup>15</sup> *Mandilas and Karaberis Ltd v Lamidi Apena [1969] NMLR 199.*

<sup>16</sup> *Economides v Thomopulus and Co. Limited [1956] 1 FC 7 at 10.*

**25.7.3 COUNTERCLAIM:**

Counterclaims are cross-actions made by the defendant against the claimant. A counterclaim is also an independent action as if the main suit is struck out, the counterclaim still survives.

**25.7.4 SET-OFF:**

Set-offs is used in respect of monetary claims only (liquidated money demand).<sup>17</sup> The effect of a set-off is to reduce the monetary claim by the claimant as the defendant brings up a counter monetary claim. A set-off is not an independent action as if the main suit is struck out; the set-off is also struck out as well.

**25.7.5 CONFESSION AND AVOIDANCE:**

This is where the defendant admits an allegation of facts but raises a circumstance that avoids the consequences.

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<sup>17</sup> Lagos 2019, Order 17 Rule 1(1) & (2); Abuja 2018, Order 15 Rule 1.

**25.7.6 SPECIMEN OF STATEMENT OF DEFENCE:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO: \_\_\_\_\_

BETWEEN  
MRS KAYUBA  
AND  
AGRICULTURAL BANK PLC ---

---

CLAIMANT

DEFENDANT

**STATEMENT OF DEFENCE**

SAVE AND EXCEPT as is expressly admitted, the defendant denies each and every allegation contained in the claimant's statement of claim as if same were herein set out and traversed seriatim.

1. The defendant admits paragraphs 1,2,3,4 and 7 of the claimant's statement of claim.
2. The defendant denies paragraphs 5, 6 and 8 of the claimant's statement of claim.
3. As such, the defendant states that it is not liable for the claims of the claimant and prays this honourable court to dismiss the suit for being frivolous and baseless.
4. The defendant is ready to adduce sufficient oral and documentary evidence to ground our defence.

Dated this 20<sup>th</sup> day of June 2022

**Oboagwina Caleb Esq**  
EASY READ CHAMBER  
Whose address for service is:  
NO 23 ADEKULE STREET, VICTORIA  
ISLAND LAGOS

**FOR SERVICE ON**  
**Byron Chigbo ESQ**  
OBOAGWINA & Co.  
Claimant's Solicitors  
10 José Aerogun  
Victoria Island, Lagos

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 26



## INTERLOCUTORY APPLICATIONS

**26.1 INTRODUCTION:**

All applications are brought to court by motion.<sup>1</sup> Applications can be interim, interlocutory or perpetual. It is an interim application where it is brought before the commencement of the action, it is an interlocutory application where it is brought pending determination of the suit, and it is perpetual where the applicant desires such order to continue even after the determination of the substantive suit.

**26.2 DESIGNATION OF PARTIES IN INTERLOCUTORY APPLICATIONS:**

The party bringing the application is referred to as an applicant(s) while the party against whom the application is brought is referred to as the respondent(s). For example if a claimant brings an application, he would be called claimant/ applicant while the defendant will be called defendant/ respondent.

**26.3 REASONS FOR INTERLOCUTORY APPLICATIONS:**

1. In most cases, an interlocutory application is applied for in order to maintain the status quo.
2. Speedy determination of action. Example is an application made for summary judgment when the defendant failed to enter an appearance.
3. When there is a need to plead facts not earlier pleaded but subsequently discovered after pleadings have been exchanged. The leave of the court is needed for an application for amendment

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<sup>1</sup> *High Court Civil Procedure Rule of Lagos State 2019, Order 43 Rule 1 (Lagos 2019); High Court Civil Procedure Rule of Federal Capital Territory 2018, Order 43 Rule 1 (Abuja 2018).*

- of pleadings.
4. Some are condition precedent to the proper commencement of the substantive action.
  5. For the purpose of obtaining temporary relief in addition to the final claims as may be contained in judgment.

#### **26.4 CONDITIONS FOR INTERLOCUTORY APPLICATIONS:**

1. All applications to the court must be by way of motions.<sup>2</sup>
2. All applications by way of motion must state the rule of court under which they are brought.<sup>3</sup>
3. All applications by way of motion must be supported with affidavit.<sup>4</sup>
4. All applications must be accompanied with written address.<sup>5</sup>

#### **26.5 TYPES OF MOTION:**

Basically we have two (2) types of motion;

1. Motion Ex Parte; and
2. Motion on Notice

#### **26.6 MOTION EX PARTE:**

This is an application that is heard in the absence of an adverse party, i.e., it is only the applicant that the court listens to.<sup>6</sup>

##### **26.6.1 CIRCUMSTANCES WHERE MOTION EX PARTE IS USED:**

1. Matters of extreme urgency.
2. Where the application will not affect the adverse party.
3. Where motion on notice may lead to the frustration of the suit.
4. Where the application is brought before service is made on the defendant.
5. Where the rules of court provide for motion ex parte.

##### **26.6.2 EXAMPLES OF APPLICATIONS THAT ARE BROUGHT BY MOTION EX PARTE:**

1. Renewal of writ of summons.
2. Application for substituted service.
3. Application for service outside jurisdiction.
4. Third Party Proceedings.

<sup>2</sup> *Ibid.*

<sup>3</sup> *Ibid.*

<sup>4</sup> *Ibid.*

<sup>5</sup> *Ibid Order 43 Rule 1 (2) Lagos, Order 43 Rule1 (2) Abuja.*

<sup>6</sup> *Leedo Presidential Motel Ltd v Bank of the North [1998] 7 SCNJ 328.*

5. Transfer of matters from the ordinary cause list to the undefended list.
6. Interim Injunction.
7. Anton Pillar Injunction.
8. Mareva Injunction.
9. Garnishee Proceedings.
10. Leave to bring suit in a representative capacity.
11. Class action

#### **26.6.3 ORDERS A COURT MAY MAKE AFTER HEARING A MOTION EX PARTE:**

1. The court may grant the application.
2. The court may refuse the application.
3. The court may make an order directing the other party to appear before it to show cause as to why the order sought should not be made.
4. The court may order/ direct that the application be made on notice to all necessary parties.

#### **26.6.4 CONTENTS OF MOTION EX-PARTE:**

1. Heading of the court
2. Reference number (suit no.)
3. Parties (applicant & respondent)
4. Title of the motion (motion ex parte)
5. The order by which the motion is brought (Order 43 Lagos & Abuja).
6. The introductory party of the main body (TAKE NOTICE\_\_\_\_).
7. The relief sought.
8. Date
9. Signature, name and address of the applicant.

**26.6.5 SPECIMEN OF MOTION EX PARTE:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO:\_\_\_\_\_

BETWEEN  
MRS KAYUBA ADA --- CLAIMANT/ APPLICANT  
AND  
AGRICULTURAL BANK PLC --- EFENDANT/RESPONDENT

**MOTION EX PARTE**  
**BROUGHT PURSUANT TO ORDER 43 RULE 1 OF THE**  
**LAGOS STATE HIGH COURT CIVIL PROCEDURE RULES**  
**2019 AND UNDER THE INHERENT JURISDICTION OF**  
**THE COURT**

TAKE NOTICE that this honourable court shall be moved on the \_\_\_\_\_ day of \_\_\_\_\_, 20.... at the hour of 9 O'clock in the forenoon or so soon thereafter as counsel to the claimant/applicant may be heard praying the court for the following RELIEFS:

AN ORDER FOR \_\_\_\_\_

AND FOR SUCH FURTHER ORDER OR ORDERS as the honourable court may deem fit to make in the circumstances.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Oboagwina Caleb Esq**  
CLAIMANT /APPLICANT'S SOLICITORS  
OBOAGWINA & CO,  
(EASY READ CHAMBERS)  
No. 51 Akinola Street, Victoria Island,  
Lagos.

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## **26.7 MOTION ON NOTICE:**

This is an application that must be served on the adverse party.

### **26.7.1 EXAMPLES OF APPLICATIONS THAT ARE BROUGHT BY MOTION ON NOTICE:**

1. Amendment of pleadings
2. Joinder of parties
3. Misjoinder of parties
4. Extension of time
5. Interlocutory application/injunction
6. Perpetual injunction
7. Application for summary judgment
8. Application for stay of proceedings
9. Application for stay of execution
10. Application for leave to appeal.
11. Application for default judgment.
12. And any other application brought during trial.

### **26.7.2 TIMEFRAME FOR SERVICE OF MOTION ON NOTICE:**

In LAGOS, the respondent must be served within five (5) days of filing and not later than at least two (2) clear days before hearing.<sup>7</sup>

In ABUJA, there is no timeframe for service of motion on notice on the respondent but service must be made not later than at least two (2) clear days before the hearing.<sup>8</sup>

### **26.7.3 CONTENTS OF MOTION ON NOTICE:**

1. Heading of the court.
2. Reference number (suit no.)
3. Parties (applicant & respondent)
4. Title of the motion (motion on notice)
5. The order by which the motion is brought (Order 43 Lagos & Abuja).
6. The introductory part of the main body (TAKE NOTICE\_\_\_\_\_).
7. The relief sought.
8. Date
9. Signature, name and address of the applicant.
10. For service on the respondent.

<sup>7</sup> Lagos 2019, 43 Rule 1 (2) (b).

<sup>8</sup> Abuja 2018, Order 43 Rule 6.

### **26.7.4 SPECIMEN OF MOTION ON NOTICE:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO: \_\_\_\_\_

BETWEEN  
CROWN KITCHEN LTD --- CLAIMANT/APPLICANT  
AND  
K & T LTD --- DEFENDANT/RESPONDENT

**MOTION ON NOTICE**  
**BROUGHT PURSUANT TO ORDER 43 RULE 1 OF THE**  
**LAGOS STATE RULES OF THE HIGH COURT, 2019 AND**  
**UNDER THE INHERENT JURISDICTION OF THE COURT**

TAKE NOTICE that this honourable court shall be moved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at the hour of 9 O'clock in the forenoon or so soon thereafter as counsel to the claimant/applicant may be heard for:

1. AN ORDER OF \_\_\_\_\_ AND FOR SUCH FURTHER ORDER OR ORDERS as the honourable court may deem fit to make in the circumstances.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Oboagwina Caleb Esq**  
CLAIMANT/APPLICANT'S SOLICITORS  
(EASY READ CHAMBERS)  
No. 51 Akinola Street, Victoria Island,  
Lagos.

**FOR SERVICE ON:**

**Uzoma Norbert Esq**  
DEFENDANT/RESPONDENT'S SOLICITOR  
Plot 32 Ikoyi Lane, Lagos.

### **26.8 LIFESPAN OF MOTION:**

In Lagos and Abuja the lifespan of an ex parte application is seven (7) days and extension of time of another seven 7 days if application for extension is granted.<sup>9</sup> For motion on notice, there is no express lifespan, as it is determined once the suit is brought to an end.

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<sup>9</sup> Lagos 2019, Order 43 Rule 3 (3) (4); Abuja 2018, Order 43 Rule 3(2) (3).

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## **26.9 AFFIDAVIT:**

Affidavits are statements of facts made on oath. The maker is called a deponent. Every motion must be supported by an affidavit,<sup>10</sup> however, where the application is on points of law only; there will be no need to file an affidavit.

### **26.9.1 RULES GOVERNING AFFIDAVIT:**

1. Affidavit should contain facts only.
2. Any document stated in an affidavit must be tagged as an exhibit.
3. The deponent should only state facts within his/her knowledge, and where the fact is outside the knowledge of the deponent, he/she must also state so.
4. A deponent should not attest to an affidavit where he or she is also the Commissioner for Oaths.
5. A deponent should not attest to an affidavit where his legal practitioner or partner is the Commissioner for Oaths.<sup>11</sup>

### **26.9.2 TYPES OF AFFIDAVIT:**

1. Affidavit in support of motion.
2. Counter affidavit.
3. Further and better affidavit.
4. Reply to counter affidavit.
5. Reply to further and better affidavit.
6. Affidavit of service.

**NB:** Where the respondent wants to challenge an affidavit filed by the applicant, he/she should file a counter affidavit. The reason is that failure to contradict an affidavit means that the facts are admitted.

**NB:** Counter affidavit may not be required if the respondent reply is on points of law.

**NB:** Where there is a conflict between two (2) affidavits, it will be resolved by oral evidence of the parties, or by documentary evidence.<sup>12</sup>

### **26.9.3 SWEARING OF AFFIDAVIT BY COUNSEL:**

It is unethical for a counsel to swear to an affidavit on behalf of his client. According to Rule 20 (1) of the RPC, a lawyer shall not accept to act in any contemplated or pending litigation if he knows or ought

<sup>10</sup> Lagos 2019, Order 43 Rule 1 (1); Abuja 2018, Order 43 Rule 1(1).

<sup>11</sup> Evidence Act 2011, s 115.

<sup>12</sup> Falobi v Falobi [1976] 1 NMLR 169.

reasonably to know that he will be called as a witness. However, according to Rule 20(2) of the RPC, a counsel can depose to an affidavit in the following circumstances;

- a. The testimony relates solely to an uncontested matter;
- b. It relates to a matter of formality and no evidence in opposition will be offered;
- c. Evidence only as to the nature and value of legal services rendered to a client; and
- d. In any other case if refusal will cause hardship.

#### **26.9.4 CONTENTS OF AN AFFIDAVIT:**

1. Heading of the court
2. Reference number
3. Parties
4. Title of the affidavit
5. Main body: It includes the following:
  - a) Introduction of the deponent.
  - b) Facts (in a chronological order, and must be in numbered paragraphs).
  - c) Oath clause.
6. Signature of the deponent
7. Jurat
8. Attestation by Commissioner for Oaths.

**26.9.5 SPECIMEN OF AN AFFIDAVIT:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO:\_\_\_\_\_

BETWEEN  
CROWN KITCHEN LTD --- CLAIMANT/APPLICANT  
AND  
K & T LTD --- DEFENDANT/RESPONDENT

**AFFIDAVIT IN SUPPORT OF MOTION ON NOTICE**

I, AGOR LUCKY CHIMA, adult, male, Christian, Managing Director of Crown Kitchen Ltd, and Nigerian Citizens of No. 64, Shomolu Estate, Lagos State, do hereby make oath and state as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_ (fact of the case in chronological order)
4. That I swear to this affidavit in good faith believing same to be true and correct to the best of my knowledge and in accordance with the Oath Act.

\_\_\_\_\_  
**DEPONENT**

Sworn to at the High Court Registry, Lagos

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BEFORE ME

\_\_\_\_\_  
**COMMISSIONER FOR OATHS**

## PRACTICE DRAFTS SESSION



**26.10 WRITTEN ADDRESS:**

Every application is also accompanied by a written address in both Lagos and Abuja.

**26.10.1 CONTENTS OF A WRITTEN ADDRESS:**

1. Heading of the court
2. Reference number (suit no.)
3. Parties (applicant & respondent)
4. Title of the written address (e.g. Written Address in Support of Motion on Notice)
5. Main body; It is divided into five (5) parts;
  - a) *Introduction*
  - b) *Brief Statement of Facts*
  - c) *Issues for Determination.*
  - d) *Arguments*
  - e) *Conclusion*
6. *List of authorities (Judicial authorities come first before statutory provisions).*
7. Date.
8. Franking.
9. For Service On.

### **26.10. 2 SPECIMEN OF A WRITTEN ADDRESS:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO: \_\_\_\_\_

BETWEEN  
CROWN KITCHEN LTD --- CLAIMANT/APPLICANT  
AND  
K & T LTD ----- DEFENDANT/RESPONDENT

#### **WRITTEN ADDRESS IN SUPPORT OF MOTION ON NOTICE**

1. INTRODUCTION
2. BRIEF STATEMENT OF FACTS
3. ISSUES FOR DETERMINATION
4. ARGUMENT
5. CONCLUSION
6. LIST OF AUTHORITIES
  - i. JUDICIAL
  - ii. STATUTORY

Dated this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_  
(date of exams)

**Duweni Bright**  
Claimant

Olajide Adewale & Associates  
1, Olade Street, Falomo, Ikoyi, Lagos.

#### **FOR SERVICE OF ON:**

Defendant  
Jaye- Ola Solomon, Esq  
20, Blantyre Street, Wuse II, Abuja

### **26.11 ORDER BY WHICH MOTION IS HEARD:**

Generally, a motion is heard according to when they are filed (*first come, first serve*). However, where there are two (2) pending motions before the court and the first is to dismiss or strike out the suit and the other motion is to regularise the suit, the court should consider the application that regularises the suit first.<sup>13</sup> If the application that will

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<sup>13</sup> *AGF v A.I.C. Ltd [1995] 2 NWLR (pt. 378) 388.*

regularise the suit is granted, the application seeking for dismissal or striking out should be withdrawn, and such applicant will be entitled to cost.<sup>14</sup>

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<sup>14</sup> *Long- John v Blakk & Ors [1998] 5 SCNJ 68.*

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 27

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**ORIGINATING SUMMONS****27.1 INTRODUCTION:**

Originating summons is one of the modes of instituting civil actions before competent court. It is used where a **statute or written agreement or deed or will are sought to be interpreted**; and there is no likelihood of dispute of the facts.

**27.2 DOCUMENTS ACCOMPANIED BY ORIGINATING SUMMONS:**

**In Lagos, by Order 5 Rule 5 (3) of the High Court of Lagos State (Civil Procedure) Rules 2019** the documents are;

1. An affidavit setting out the facts relied on
2. All the exhibits to be relied on
3. A written address in support of the application
4. Pre-action Protocol Form 01

**In Abuja, by Order 2 Rule 3 (5) High Court of the Federal Capital Territory Abuja (civil procedure) Rules 2018** the documents are;

1. An affidavit setting out the facts relied on
2. All the exhibits to be relied on
3. A written address in support of the application
4. Certificate of pre-action counseling; as in Form 6

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<sup>13</sup> *AGF v A.I.C. Ltd [1995] 2 NWLR (pt. 378) 388.*

### **27.3 SPECIMEN OF ORIGINATING SUMMONS:**

IN THE HIGH COURT OF THE FEDERAL CAPITAL  
TERRITORY

IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: \_\_\_\_\_

BETWEEN  
JOSEPH DORCAS --- CLAIMANT  
AND  
LOVE AKUBI --- DEFENDANT

## **ORIGINATING SUMMONS**

LET LOVE AKUBI of No 123, Area 2, Maitama, Abuja, within \_\_\_\_\_ days if defendant is to be served outside jurisdiction) after the service of this summons on you, inclusive of the day of such service, cause an appearance to be entered for you to this summons which is issued on the application of JOSEPH DORCAS of No 333 Area 3 Maitama, Abuja, and who will seek for the determination of the following questions:

## **QUESTIONS FOR DETERMINATION**

1. Whether the claimant has a valid contract with the defendant in view of Clause 4 of the agreement between the claimant and the defendant dated 13/02/2015; OR
  2. Whether the provisions of section 145 of the CFRN 1999 as amended imposes a duty or a discretion on the President to transmit a written declaration to the President of the Senate and Speaker of House of Representatives in the event of the President proceeding on vacation or is otherwise unable to discharge the functions of his office.

## **RELIEFS SOUGHT BY THE CLAIMANT**

AND after the determination of the issues, the claimant prays as follows:

1. A DECLARATION that there is no valid contract between the claimant and the defendant; OR
  2. A DECLARATION that section 145 of the 1999 CFRN as amended imposes a duty on the President to transmit a written declaration to the President of the Senate and the Speaker of the House of Representatives whenever he is proceeding on vacation or is otherwise unable to discharge the functions of his office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Registrar/authorised person

THIS SUMMONS was taken out by Nwankwo Charles Esq, legal practitioner to the claimant, whose address for service is No 5 Maitama Road Abuja

**FOR SERVICE ON:**

The Defendant,  
Love Akubi  
No 123, Area 2, Maitama,  
Abuja.

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 28

ORIGINATING MOTION**28.1 INTRODUCTION:**

This is used where a specific legislation provides for it, such as in seeking for enforcement of fundamental rights; prerogative orders of certiorari, prohibition, mandamus, and habeas corpus.<sup>1</sup>

**28.2 COMMENCEMENT OF FUNDAMENTAL HUMAN RIGHT ACTION:**

The application for commencing Fundamental rights action is by originating motion (MOTION ON NOTICE Form1).<sup>2</sup> However, the application can be brought by any originating processes accepted by the court (Federal and State High court).<sup>3</sup> Note an Application for the enforcement of Fundamental Right shall not be affected by any limitation Statute whatsoever.<sup>4</sup> The application should be accompanied by:

- a. Statements setting out the name and description of the applicant; the relief sought; the grounds on which the relief is sought; and
- b. An affidavit verifying the facts to be relied on; note, that the affidavit shall be made by the Applicant, but where the applicant is in custody or if for any reason is unable to swear to an affidavit, the affidavit shall be made by a person who has

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<sup>1</sup> *High Court of the Federal Capital Territory Abuja (civil procedure) Rules 2018, Order 2 Rule 6.*

<sup>2</sup> *Fundamental Right Enforcement Procedure Rule 2009, Order 1 Rule 2.*

<sup>3</sup> *Ibid Order 2 Rule 2.*

<sup>4</sup> *Ibid Order 3.*

personal knowledge of the facts or by a person who has been informed of the facts by the Applicant, stating that the Applicant is unable to depose personally to the affidavit.<sup>5</sup>

- c. Written address which shall be succinct argument in support of the grounds of the application.<sup>6</sup>

### **28.3 ORIGINATING MOTION (FUNDAMENTAL RIGHT ACTION) WITH SUPPORTING DOCUMENTS:**

#### **i. ORIGINATING MOTION**

IN THE FEDERAL HIGH COURT OF NIGERIA  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO:\_\_\_\_\_

IN THE MATTER OF AN APPLICATION FOR ENFORCEMENT  
OF FUNDAMENTAL RIGHTS  
AND  
IN THE MATTER OF FUNDAMENTAL RIGHTS  
(ENFORCEMENT) PROCEDURE RULES 2009

BETWEEN  
MR. DUDU OSU (SUING BY HIS  
UNCLE CHIEF GOGO OSU). --- APPLICANT  
AND  
STATE SECURITY SERVICES --- RESPONDENT

#### **ORIGINATING MOTION**

BROUGHT PURSUANT TO ORDER \_\_\_\_\_ RULE  
\_\_\_\_\_ OF THE FUNDAMENTAL RIGHTS  
ENFORCEMENT PROCEDURE RULE 2009, SECTION 34 OF  
THE CONSTITUTION OF THE FRN AND UNDER THE  
INHERENT JURISDICTION OF THE COURT.

TAKE NOTICE that the Honourable Court will be moved on the  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at the hour of 9  
O'clock in the forenoon or so soon thereafter as counsel may be heard  
on behalf of the Applicant praying for the following orders:

1. An order to enforce the Applicant's fundamental right to dignity of human person as entrenched in section 34 of the

<sup>5</sup> *Ibid Order 1 Rule 2(3) & (4).*

<sup>6</sup> *Ibid Order 2 Rule 5.*

- 1999 constitution of FRN as Amended.
2. Such further order or orders as the Court may deem fit to make in the circumstances.

Dated \_\_\_\_\_ day of \_\_\_\_\_ (Date of exams)

SIGNED  
APPLICANT'S COUNSEL  
20 KOKO CLOSE  
V.G.C, LAGOS.

FOR SERVICE ON  
THE RESPONDENTS  
C/O A.G.  
MINISTRY OF JUSTICE  
LAGOS STATE.

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



**ii. AFFIDAVIT**

IN THE FEDERAL HIGH COURT OF NIGERIA  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO:\_\_\_\_\_

IN THE MATTER OF AN APPLICATION FOR ENFORCEMENT  
OF FUNDAMENTAL RIGHTS  
AND  
IN THE MATTER OF FUNDAMENTAL RIGHTS  
(ENFORCEMENT) PROCEDURE RULES 2009

BETWEEN  
MR. DUDU OSU (SUING BY HIS  
UNCLE CHIEF GOGO OSU) --- APPLICANT  
AND  
STATE SECURITY SERVICES --- RESPONDENT

**AFFIDAVIT IN SUPPORT**

I, Chief Gogo Osu, Adult, Male, a Pegan and Nigerian Citizen of 25 Melany Street Somolu Lagos State do hereby make Oath and state as follows:

1. That I am an uncle to the Applicant and by the virtue of which I am conversant with the facts deposed herein.
2. That I have the authority of the Applicant to depose to this affidavit on his behalf
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_ (Fact of the case in chronological order)
6. That the Applicant has been in so much pain and it has affected his wife and two children so adversely.
7. That it will be in the interest of justice to grant this application.
8. That I depose to this affidavit in good faith believing its contents to be true and accordance with the Oaths Act.

---

DEPONENT

Sworn to at the Federal High Court Registry  
Lagos this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BEFORE ME  
COMMISSIONER FOR OATHS

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



**iii. STATEMENTS SETTING OUT THE NAME AND DESCRIPTION OF THE APPLICANT; THE RELIEF SOUGHT**

IN THE FEDERAL HIGH COURT OF NIGERIA  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO: \_\_\_\_\_

IN THE MATTER OF AN APPLICATION FOR ENFORCEMENT  
OF FUNDAMENTAL RIGHTS  
AND  
IN THE MATTER OF FUNDAMENTAL RIGHTS  
(ENFORCEMENT) PROCEDURE RULES 2009

BETWEEN  
MR. DUDU OSU (SUING BY HIS  
UNCLE CHIEF GOGO OSU) --- APPLICANT  
AND  
STATE SECURITY SERVICES --- RESPONDENT

**STATEMENT, NAME AND DESCRIPTION  
OF THE APPLICANT**

Name:	Mr. Dudu Osu
Place of Birth:	Lagos State
State of Origin:	Benue State
Marital Status:	Married with two children
Age:	36 years of age
Sex:	Male

**RELIEF SOUGHT**

1. A Declaration that the act of the 1st Defendants amount to an infringement on the Applicant's right to dignity of human person as entrenched in section 34 of the constitution of the FRN, 1999 Amended
2. Sum of N758,000.00 being the cost of medical expense
3. Sum of N5,000,000 as general damages for all the trauma, pains and deprivation caused as a result of the action of the Defendant
4. Such further order orr orders as the Court may deem fit to make in the circumstances.

Dated \_\_\_\_\_ day of \_\_\_\_\_ (Date of exams)

SIGNED  
APPLICANT'S COUNSEL  
20 KOKO CLOSE  
V.G.C, LAGOS.

FOR SERVICE ON  
THE RESPONDENTS  
C/O A.G.  
MINISTRY OF JUSTICE  
LAGOS STATE.

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



**iv. WRITTEN ADDRESS**

IN THE FEDERAL HIGH COURT OF NIGERIA  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO:\_\_\_\_\_

IN THE MATTER OF AN APPLICATION FOR ENFORCEMENT  
OF FUNDAMENTAL RIGHTS  
AND  
IN THE MATTER OF FUNDAMENTAL RIGHTS  
(ENFORCEMENT) PROCEDURE RULES 2009

BETWEEN

MR. DUDU OSU (SUING BY HIS  
UNCLE CHIEF GOGO OSU) ----- APPLICANT  
AND  
STATE SECURITY SERVICES ----- RESPONDENT

**WRITTEN ADDRESS**

1. INTRODUCTION
2. BREIF STATEMENT OF FACT
3. ISSUES FOR DETERMINATION
4. ARGUMENT
5. CONCLUSION

We humbly submit that the Fundamental Human Right of the Applicant were grossly related and hereby urge your Lordship to grant him the relief he is seeking from the Court in the interest of justice. May it please the Court.

6. LIST OF AUTHORITY

Dated \_\_\_\_\_ day of \_\_\_\_\_ (Date of exams)

SIGNED  
APPLICANT'S COUNSEL  
20 KOKO CLOSE  
V.G.C, LAGOS.

FOR SERVICE ON  
THE RESPONDENTS  
C/O A.G.  
MINISTRY OF JUSTICE  
LAGOS STATE.

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 29

**PETITION****29.1 INTRODUCTION:**

This is used where specific legislation provides for it, such as winding up of companies, elections matters and matrimonial causes.<sup>1</sup>

**29.2 SPECIMEN OF ELECTION PETITION:**

IN THE GOVERNORSHIP ELECTION TRIBUNAL OF CROSS  
RIVER STATE OF NIGERIA  
HOLDEN AT CALABAR

PETITION NO:\_\_\_\_\_

THE ELECTION TO THE OFFICE OF THE GOVERNOR OF  
CROSS RIVER STATE HELD ON SATURDAY THE  
12<sup>TH</sup> DAY OF APRIL 2023

BETWEEN

CHIEF OGAN BASSY ----- 1<sup>ST</sup> PETITIONER  
OVER CAREFUL PARTY OF NIGERIA --- 2<sup>ND</sup> PETITIONER  
AND  
1. DR ALEX ESSIEN ----- 1<sup>ST</sup> RESPONDENT  
2. CONFIDENCE PARTY OF NIGERIA --- 2<sup>ND</sup> RESPONDENT  
3. INDEPENDENT NATIONAL  
ELECTORAL COMMISSION ----- 3<sup>RD</sup> RESPONDENT

---

<sup>1</sup> *High Court of the Federal Capital Territory Abuja (civil procedure) Rules 2018, Order 2 Rule 6.*

## **PETITION**

THE PETITION OF CHIEF OGAN BASSY OF NO 2 AKWA IBOM ROAD, CROSS RIVERS STATE, whose name is subscribed.

1. Your petitioner, Chief Ogan Bassy of No 2 Akwa Ibom road, Cross Rivers State was a candidate in the Governorship election held on 12<sup>th</sup> April 2023. He was validly nominated by his political party, Over Careful Party of Nigeria as a candidate to the office of the Governor Cross Rivers state.
2. The 1<sup>st</sup> respondent was a candidate of the 2<sup>nd</sup> respondent, Confidence Party of Nigeria for the said governorship election held on Saturday 12<sup>th</sup> April 2023.
3. The 3<sup>rd</sup> respondent is a creation of statute and the election regulatory body vested with the power to conduct election into various offices, including governorship election of states and it has its office in all states in Nigeria including its office at cross river.
4. The 1<sup>st</sup> respondent was declared winner of the election by the 3<sup>rd</sup> respondent on the 12<sup>th</sup> April 2023 despite irregularities in the conduct of the election resulting to substantial non-compliance with the Electoral Act, 2010 as amended.
5. The result as announced by the 3<sup>rd</sup> respondent are as follows:

NAME OF CANDIDATE	PARTY	VOTES
CHIEF OGAN BASSY	OVER CAREFUL PARTY OF NIGERIA	334,000
DR ALEX ESSEIN	CONFIDENCE PARTY OF NIGERIA	1,160,000

6. The petitioner shall rely on the election result declared by the 3<sup>rd</sup> respondent and the list of voters.

### **GROUND FOR THE PETITION**

Your petitioner states that the grounds on which he relies for the petition are as follows:

1. The election was marred by irregularities and corrupt practices.

### **FACTS IN SUPPORT OF THE PETITION**

1. The 1<sup>st</sup> respondent was under aged at the time of the election.
2. The 1<sup>st</sup> respondent is an ex-convict having been convicted of criminal breach of trust by the High Court of Federal Capital

Territory, Abuja on February 2012.

3. The 1<sup>st</sup> respondent has not acquired enough educational certificates to qualify him for the election.

## **PRAYERS**

WHEREOF your petitioner prays:

1. A DECLARATION that the 1<sup>st</sup> respondent is incompetent to contest the Governorship election of Cross River State in the Election of April 12<sup>th</sup>, 2023.
2. A DECLARATION that the return of the 1<sup>st</sup> respondent as Governor of Cross river State by the 3<sup>rd</sup> respondents in the election held on 12<sup>th</sup> April 2023 is null and void.
3. AN ORDER for re-run.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

Petitioner's Counsel  
 PETITIONER'S COUNSEL'S ADDRESS  
 IYARE & Co.,  
 No. 23 Enofom II Way,  
 Cross River.

## **ADDRESS FOR SERVICE ON:**

### **1. PETITIONER**

No 2 Akwa Ibom road, Cross Rivers State

### **OCCUPIER**

CHIEF OGAN BASSY

### **2. 2ND PETITIONER**

No. 23 Enofom II Way, Cross River

### **OCCUPIER**

OVER CAREFUL PARTY OF NIGERIA

### **3. 1ST RESPONDENT**

No 8 Uteri Estate Cross River

### **OCCUPIER**

DR ALEX ESSEIN

### **4. 2ND RESPONDENT**

No 4 Omoba Avenue Cross River

### **OCCUPIER**

CONFIDENCE PARTY OF NIGERIA

**5. 3RD RESPONDENT**

C/O INEC National Headquarters  
Abuja

**OCCUPIER**

Independent National Electoral Commission

**SIGNED BY \_\_\_\_\_**  
**CHIEF OGAN BASSY**

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
Secretary

## **PRACTICE DRAFTS SESSION**



## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



### **29.3 SPECIMEN ON REPLY TO PETITION:**

IN THE GOVERNORSHIP ELECTION TRIBUNAL OF CROSS  
RIVER STATE OF NIGERIA  
HOLDEN AT CALABAR

PETITION NO: \_\_\_\_\_

BETWEEN

CHIEF OGAN BASSY

----

PETITIONER

AND

1. DR. ALEX ESSIEN
2. CONFIDENCE PARTY OF NIGERIA
3. THE RESIDENT ELECTORAL  
COMMISSION  
FOR CROSS RIVER STATE
4. THE RETURNING OFFICE FOR THE  
GOVERNORSHIP ELECTION
5. INDEPENDENT NATIONAL  
ELECTORAL COMMISSION

RESPONDENT

#### **REPLY TO PETITION**

1. The 1<sup>st</sup> respondent admits the facts contained in the petition only to the extent as concerns the holding, date and results of the elections and no more.
2. The 1<sup>st</sup> respondent is vehemently opposed to the fact stated by the petitioner that the 1<sup>st</sup> respondent was under age at the date of the election.
3. The 1<sup>st</sup> respondent challenges the allegation by the petitioner that the 1<sup>st</sup> respondent is an ex-convict and shall at the trial demand the strictest proof thereof (albeit, respondent's conviction was quashed).
4. The 1<sup>st</sup> respondent avers that contrary to the fact stated in the petition, he has acquired enough educational certificates to qualify him for the election.
5. The 1<sup>st</sup> respondent shall at the hearing of the petition pray the court to dismiss same with punitive costs.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
C/o Respondent's Counsel  
AGOR CHIMA & Co.

No. 1 Akins way, Maitama, Abuja

**ADDRESS FOR SERVICE:**

1<sup>st</sup> Respondent

2<sup>nd</sup> Respondent Address.

3<sup>rd</sup> Respondent Address

4<sup>th</sup> Respondent Address and

5<sup>th</sup> Respondent Address.

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



**29.4 SPECIMEN OF PETITION FOR DISSOLUTION OF MARRIAGE:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO:\_\_\_\_\_

BETWEEN  
MRS BETTY AKOWE --- PETITIONER  
AND  
JACOB AKOWE --- RESPONDENT

TO: The above-named High Court

The Petitioner Mrs BETTY AKOWE whose address is at 37, Assembly Drive, Shomolu, Lagos Mainland, and whose occupation is a Clerk with Telegram Department, Yaba Branch petitions the Court for a decree of dissolution of the marriage against the respondent JACOB AKOWE whose address is at 37, Assembly Drive, Shomolu, Lagos Mainland and whose occupation is an Accountant with Kilpatrick Limited, Isolo, Lagos Mainland.

**MARRIAGE**

1. The Petitioner then a spinster was lawfully married to the respondent then a bachelor at Assemblies of God Church, Shomolu, and Lagos Mainland on the 1st day of February, 1996.
2. The surname of the Petitioner immediately before marriage was Miss FOLAKE.

**BIRTH OF PETITIONER AND RESPONDENT**

3. The Petitioner was born in 1982 in Lagos and the Respondent was born in 1979 in Edo State, Nigeria.

**DOMICILE OR RESIDENCE**

4. The Petitioner is within the meaning of the Act, domiciled in Nigeria, the facts on which the court will be asked to find that the Petitioner is so domiciled are as follows: Previous to the marriage the Petitioner was residing with Petitioner's Parents at 13 Folagoro, Shomolu, Lagos and has remained within the jurisdiction of Lagos since that date.

**COHABITATION**

Particulars of the places at which and periods which the petitioner and the respondent have cohabitated are as follows:

1. Immediately after marriage at 73 Ogunbadejo Way, Shomolu and finally 45 Werner Drive Palm groves, Lagos Mainland.
2. The date in which and circumstances in which cohabitation between the petitioner and the respondent first ceased are as follows: On 5th December, 2001, the Respondent threw the petitioner out of the matrimonial home at 45 Werner Drive, Palm grove and cohabitation between the parties ceased from that date.
3. Particulars relating to the children to whom order Rule 8 applies are as follows:
  - a. Etude, female, born on 17th April, 1998.
  - b. Tidily, female, born on 29th November, 2000.
  - c.

**PREVIOUS PROCEEDINGS:**

4. Since the marriage there have not been any proceedings in a Court between the Petitioner and Respondent.

**CONDONATION, CONNIVANCE AND COLLUSION:**

The Petitioner has not condoned or connived at the grounds specified above and is not guilty of collusion in presenting this petition.

**PROPOSED ARRANGEMENTS FOR CHILDREN**

**EDUCATION:** Etude now in basic iii and Tidily in basic1, are currently attending Baptist Primary School, Shomolu and will continue in the School and progress to higher institution of learning in future to the best of their ability.

**MORAL OBLIGATION:** The Petitioner will continue to bring the two children up in the Christian faith.

**MAINTENANCE:** The Petitioner has been responsible for the upkeep, School fees and medical expense of the children namely: Etude and Tidily and the Respondent was ordered to bear the responsibility with effect from 1st January 2002 and pay monthly allowance of N14,000.00 Naira per child subject to review.

**CUSTODY:** The children have been residing with the Petitioner and her parents at 13 Folagoro Street, Shomolu and will continue to live with the Petitioner at the same address.

**ORDERS SOUGHT**

The Petitioner seeks the following orders:

- a. A decree of dissolution of marriage on the ground that since the marriage the Respondent has behaved in such a way that Petitioner could not reasonably be expected to live with the Respondent.
- b. Custody of the two children of the marriage now living with Petitioner.
- c. The Respondent be ordered to pay the school fees and maintenance of N14,000.00 Naira per month subject to review.
- d. Access to the Respondent during school holidays.

The Petition was settled by OYARIN MICHEAL, Legal Practitioner for the Petitioner. Filed on the 21st day of February, 2001, by OYARIN MICHEAL on behalf of the Petitioner, whose address for service is at Western House, (2nd Floor), 8/10 Broad Street, Lagos.

**FOR SERVICE ON:**

RESPONDENT COUNSEL

JIMMY& Co.

No 13 Smith Road, Socorro, Abuja.

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



**29.5 SPECIMEN OF VERIFYING AFFIDAVIT:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS

SUIT NO:  
BETWEEN  
MRS BETTY AKOWE --- PETITIONER  
AND  
JACOB AKOWE --- RESPONDENT

**VERIFYING AFFIDAVIT**

I, MRS. BETTY AKOWE Nigeria citizen, female, Christian, account clerk residing at No.37, Assemblies Drive, Shomolu, Lagos State, make oath and state as follows:

1. That I am the Petitioner in this suit.
2. That the statements set forth in paragraph 1 to 10 of my petition are true and correct to the best of my knowledge, information and belief.
3. I make this oath in good faith, conscientiously believing same to be true and correct in accordance with the Oath Act currently in force.

---

Deponent

SWORN at the Lagos State High Court,  
Registry, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_

BEFORE ME  
COMMISSIONER FOR OATHS

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 30

**APPLICATION PENDING APPEAL****30.1 INTRODUCTION:**

These are applications brought before the parties go on appeal. There are three (3) applications pending appeal;

- a. Stay of Proceedings.<sup>1</sup>
- b. Stay of Execution.<sup>2</sup>
- c. Injunction Pending Appeal.<sup>3</sup>

**30.2 STAY OF PROCEEDINGS:**

These are applications brought during trial whenever there is a pending appeal. The application is by motion on notice. Note that where the application is refused, a similar application should be brought at the Court of Appeal. The affidavit must state grounds for the application and that the application is refused by the trial court. Where the application is made to the Court of Appeal, it should be accompanied with:

1. CTC of the ruling appealed against.
2. CTC of order of lower court refusing stay of proceedings.
3. Copy of notice of appeal.

<sup>1</sup> *United Spinners Ltd v Chattered Bank Ltd [2001] 14 NWLR (pt.732) 195.*

<sup>2</sup> *Lijadu v Lijadu [1991] 1 NWLR (pt. 169) 627 at 644.*

<sup>3</sup> *Polini v Gray [1979] 12 CHD. 438.*

**30.2.1 SPECIMEN OF STAY OF PROCEEDINGS:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDING AT LAGOS

SUIT NO: HC/LAG/236/2016  
MOTION NO: \_\_\_\_\_

BETWEEN  
CROWN KITCHEN LTD --- CLAIMANT/APPLICANT  
AND  
K & T LTD --- DEFENDANT/RESPONDENT

**MOTION ON NOTICE**  
**BROUGHT PURSUANT TO ORDER 43 RULE 1 LAGOS**  
**STATE HIGH COURT (CIVIL PROCEDURE) RULES, 2019**  
**AND UNDER THE INHERENT JURISDICTION OF THIS**  
**HONOURABLE COURT**

TAKE NOTICE that this honourable court shall be moved on \_\_\_\_\_ Day of \_\_\_\_\_ at the hour of 9.00am or so soon thereafter as the Counsel for the Claimant /Applicant shall be heard for an application praying the court for:

AN ORDER OF COURT staying the proceedings of this Honourable Court in Suit No. LAG/02/2014 pending the determination of Appeal No. CA/01/2015 filed by the applicant at the Court of Appeal.

AND for such order or further orders as this honourable court may deem fit to make in the circumstances.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Date of exams)

**DEFENDANT/APPLICANT'S COUNSEL**  
**Oboagwina Caleb**  
**(Esq.)**  
Plot 1 Aremu, Ikoyi  
Lagos.

**FOR SERVICE ON:**  
**CLAIMANT/RESPONDENT'S SOLICITOR**  
Plot 5 Sway Lane, Obalande,  
Lagos.

## PRACTICE DRAFTS SESSION



### **30.3 STAY OF EXECUTION:**

These are applications brought after judgment (executory) whenever there is a pending appeal. The application is brought by motion on notice. Note that where the application is refused, a similar application should be brought at the Court of Appeal. The affidavit must state grounds for the application and that the application is refused by the trial court. Where the application is made to the Court of Appeal, it should be accompanied with:

1. CTC of the judgment appealed against.
2. CTC of order of lower court refusing stay.
3. Copy of notice of appeal.

#### **30.3.1 SPECIMEN OF STAY OF EXECUTION:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDING AT LAGOS

SUIT NO: HC/LAG/236/2016  
MOTION NO\_\_\_\_\_

BETWEEN  
CROWN KITCHEN LTD --- CLAIMANT/RESPONDENT  
AND  
K & T LTD --- DEFENDANT/APPLICANT

**MOTION ON NOTICE**  
**BROUGHT PURSUANT TO ORDER 43 RULE 1 LAGOS**  
**STATE HIGH COURT (CIVIL PROCEDURE) RULES, 2019**  
**AND UNDER THE INHERENT JURISDICTION OF THIS**  
**HONOURABLE COURT**

TAKE NOTICE that this honourable court shall be moved on \_\_\_\_\_ at the hour of 9.00am or so soon thereafter as the Counsel for the defendant /Applicant shall be heard for an application praying the court for the following RELIEFS:

AN ORDER FOR STAY OF EXECUTION OF THE JUDGEMENT in Suit No LAG/12/2018 delivered by his Lordship HON. JAMES O. OKON on 3<sup>rd</sup> day of June 2021 pending the hearing of appeal No CA/03/01 already filed by the applicant at Court of Appeal.

AND SUCH FURTHER ORDER or orders as this honourable court may deem fit to make in the circumstances.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

---

**DEFENDANT/APPLICANT'S COUNSEL**

**Oboagwina Caleb  
(Esq.)**

Plot 1 Aremu, Ikoyi  
Lagos.

**FOR SERVICE ON:**

**CLAIMANT/RESPONDENT'S SOLICITOR**

## PRACTICE DRAFTS SESSION



### **30.4 INJUNCTION PENDING APPEAL:**

An order of stay of execution can only be made in respect of an executory judgment or ruling. Thus, where the judgment is purely declaratory and has no executory orders to be stayed the application pending appeal shall be an Injunction Pending Appeal. Thus the application (Injunction Pending Appeal) is made in the following instances;

- a. Declaratory judgment.
- b. Dismissal.

The application by way of motion on notice accompanied with affidavit and must first be made to the lower court except there are specific circumstances that make it impracticable to do so. If refused by the lower court, a similar application can be made to the Court of Appeal.

#### **30.4.1 SPECIMEN OF INJUNCTION PENDING APPEAL:**

IN THE HIGH COURT OF LAGOS STATE  
IN THE LAGOS JUDICIAL DIVISION  
HOLDING AT LAGOS

SUIT NO: HC/LAG/236/2016  
MOTION NO\_\_\_\_\_

BETWEEN  
CROWN KITCHEN LTD --- CLAIMANT/APPLICANT  
AND  
K & T LTD --- DEFENDANT/RESPONDENT

**MOTION ON NOTICE**  
**BROUGHT PURSUANT TO ORDER 43 RULE 1 LAGOS**  
**STATE HIGH COURT (CIVIL PROCEDURE) RULES, 2019**  
**AND UNDER THE INHERENT JURISDICTION OF THIS**  
**HONOURABLE COURT**

TAKE NOTICE that this honourable court shall be moved on \_\_\_\_\_ Day at the hour of 9.00am or so soon thereafter as the Counsel for the plaintiff/Applicant shall be heard for an application praying the court for:

AN ORDER of Injunction restraining the Defendant/Respondent, his agents, privies and/or successors-in-title from entering or doing anything on Plot 5 Karibi Avenue, Shomolu, Lagos pending the determination of the appeal filed at the Court of Appeal, Lagos

Division against the Judgment of this honourable court in Suit No: LHC/P 384/2011 delivered on 9th of June, 2021.

AND FOR SUCH ORDER OR FURTHER ORDERS as this honourable court may deem fit to make in the circumstances.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Date of exams)

---

**DEFENDANT/APPLICANT'S COUNSEL**  
**Oboagwina Caleb (Esq.)**  
Plot 1 Aremu, Ikoyi  
Lagos.

**FOR SERVICE ON:**

**CLAIMANT/RESPONDENT'S SOLICITOR**

Plot 50 Sway Lane, Obalande,  
Lagos.

## PRACTICE DRAFTS SESSION



## CHAPTER

## 31

**APPEAL****31.1 INTRODUCTION:**

Appeals are options available to the parties once dissatisfied with the decision of the trial court. Appeals are usually determined by superior courts.

**31.2 PARTIES IN AN APPEAL:**

1. Parties that are involved in the initial trial.
2. Interested party not being a party to the initial trial (for this set of persons they must seek the leave of court).<sup>1</sup>

In appeal, the parties are called “appellant” and “respondent”.

**31.3 TIMEFRAME TO FILE AN APPEAL:**

1. From Magistrate to the High Court – it should be brought within 30 days.
2. From High Court to Court of Appeal – 3 months.
3. From Court of Appeal to Supreme Court – 3 months.
4. Interlocutory decision – 14 days.<sup>2</sup>

**31.4 TYPES OF APPEAL:**

There are two (2) types of appeal;

1. Appeal as of right
2. Appeal with leave

<sup>1</sup> Constitution of the Federal Republic of Nigeria (as Amended) 1999, s 243(a).

<sup>2</sup> Court of Appeal Act, s 25(2) (a).

### **31.5 APPEAL AS OF RIGHT:**

For an appellant to appeal as of right, there are circumstances that must be taken into consideration.

- i. Final judgment from the High Court (State/Federal).
- ii. Point of law only.
- iii. Interpretation of the constitution.
- iv. Issues relating to fundamental rights.
- v. Custody of infants.
- vi. Decree nisi in matrimonial causes.<sup>3</sup>

### **31.6 APPEALS WITH LEAVE OF COURT:**

The circumstances for appeals with leave are as follows;

- i. Interlocutory decision.
- ii. Mixture of law and fact.
- iii. Final decision from the Magistrates' Court (double appeal).
- iv. Consent judgment.
- v. Interested party not being an initial party in the trial.<sup>4</sup>

### **31.7 SPECIMEN OF NOTICE OF APPEAL:**

IN THE COURT OF APPEAL OF NIGERIA  
HOLDEN AT LAGOS  
SUIT NO: HC/LAG/03/19  
APPEAL NO: \_\_\_\_\_

BETWEEN;  
MRS KAYUBA --- APPELLANT  
AND  
AGRICULTURAL BANK PLC --- RESPONDENT

#### **NOTICE OF APPEAL**

TAKE NOTICE that the Claimant also called the Appellant being dissatisfied with the decision of the lower court delivered by His Lordship, Justice Donald Chukwu of the High Court of Lagos dated 1<sup>st</sup> day of February 2021, more particularly stated in paragraph 2 of this Notice of Appeal do appeal to the Court of Appeal upon the grounds set out in paragraph 3 and will at the hearing of the appeal, seek the relief sought in paragraph 4.

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

---

<sup>3</sup> Constitution of the Federal Republic of Nigeria (as Amended) 1999, s 241.

<sup>4</sup> Constitution of the Federal Republic of Nigeria (as Amended) 1999, s 242.

**2. DECISION APPEAL AGAINST:**

The whole decision of the court; attached is a Certified Copy of the Judgement.

**3. GROUNDS OF APPEAL:****Ground 1**

The learned trial Judge erred in law when it came to the conclusion that the principle of *res ipsa loquitur* was applicable in the instant case.

**Particulars:** The fact of the case relates to contract of supply of goods and a breach of the contract by the Respondent.

**Ground 2**

The learned trial judge misdirected itself when it concluded that the plaintiff was not entitled to any claim.

**Particulars:** The fact before the court was that the Appellant had supplied the goods and delivery had been acknowledged. The respondent did not deny acknowledgment and reception of the goods. The fact of substandard goods as alleged by the Defendant was after a period of six years of performance of the contract.

**Ground 3**

The decision of the learned trial judge was against the weight of evidence before it.

**4. RELIEFS SOUGHT:**

The Appellant hereby seek the following reliefs:

- a. An order setting aside the decision of the lower court;
- b. An order that the Appellant is entitled to the payment of N7million being the balance of the contract;
- c. An order of special damages for breach of contract of the sum of N4million.

**5. PERSONS DIRECTLY AFFECTED BY THIS APPEAL  
ARE:**

Name                                  Address

1. Mrs. Kayuba (Appellant) of No 2 Amed, Maitama Abuja
2. Agricultural Bank Plc of Plot 39 Garki, Abuja.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

---

**APPELLANT'S SOLICITOR  
OBOAGWINA & Co., (EASY READ Chamber)  
Plot 1 Amused, Maitama, Abuja.**

**FOR SERVICE ON;  
RESPONDENT'S SOLICITOR  
JAYE OLA& Co.,  
Plot 5 Suleja Lane, Obalande,  
Lagos.**

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



### **31.8 EXTENSION OF TIME TO APPEAL AS OF RIGHT:**

Where the appellant fails to file within the specified time, he must seek an extension of time at the Court of Appeal because only the Court of Appeal can grant extension of time. The application at the Court of Appeal is by notice of motion (notice of motion is only used in the Court of Appeal).<sup>5</sup>

The content of the motion prays as follows;<sup>6</sup>

“An extension of time within which to file the notice of appeal”

#### **31.8.1 SPECIMEN OF APPLICATION FOR EXTENSION OF TIME TO APPEAL:**

IN THE COURT OF APPEAL OF NIGERIA  
HOLDEN AT LAGOS

SUIT NO: \_\_\_\_\_  
HC/LAG/03/16

APPEAL NO: \_\_\_\_\_

BETWEEN		APPLICANT
K & T LTD	---	
AND		
CROWN KITCHEN LTD	---	RESPONDENT

**NOTICE OF MOTION  
 BROUGHT PURSUANT TO SECTION 24 OF COURT OF  
 APPEAL ACT 2004 AND ORDER 6 RULE 1 OF THE COURT  
 APPEAL RULES 2021 AND THE INHERENT  
 JURISDICTION OF THE COURT**

TAKE NOTICE that this honourable court shall be moved on \_\_\_\_\_ at the hour of 9.00am or so soon thereafter as the Counsel for the Defendant/Applicant shall be heard for an application praying the court for the following RELIEFS:

1. EXTENSION ON TIME WITHIN WHICH TO FILE THE NOTICE OF APPEAL.

AND SUCH FURTHER ORDER OR ORDERS as this honourable court may deem fit to make in the circumstances.

<sup>5</sup> Court of Appeal Rules 2016, Order 6 Rule 1.

<sup>6</sup> Ibid Order 6 Rule 9.

Dated this 2<sup>nd</sup> day of June 2022

---

**DEFENDANT/APPLICANT'S COUNSEL**

**Edom Bassey (Esq)**

Plot 1 Akwa  
Ibom, Ikoyi Lagos.

**FOR SERVICE ON:**

**CLAIMANT/RESPONDENT'S SOLICITOR**

Plot 5 Suleja Lane, Obalande,  
Lagos.

## PRACTICE DRAFTS SESSION



**31.9 EXTENSION OF TIME TO APPEAL WITH LEAVE:**

Where the appellant fails to file within the specified time, he must seek an extension of time at the Court of Appeal and the application is by notice of motion. The contents of the prayer are as follows;<sup>7</sup>

- i. An extension of time to seek the leave to appeal
- ii. The leave to appeal
- iii. An extension of time within which to file the notice of appeal.

**31.9.1 SPECIMEN OF APPLICATION FOR EXTENSION OF TIME TO APPEAL:**

IN THE COURT OF APPEAL OF NIGERIA  
HOLDEN AT LAGOS

SUIT NO: \_\_\_\_\_  
HC/LAG/03/16

APPEAL NO: \_\_\_\_\_

BETWEEN  
K & T LTD  
AND

--- APPLICANT

CROWN KITCHEN LTD --- RESPONDENT

**NOTICE OF MOTION  
BROUGHT PURSUANT TO SECTION 24 OF COURT OF  
APPEAL ACT 2004 AND ORDER 6 RULE 1 OF THE COURT  
APPEAL RULES 2021 AND THE INHERENT  
JURISDICTION OF THE COURT**

TAKE NOTICE that this honourable court shall be moved on \_\_\_\_\_ at the hour of 9.00am or so soon thereafter as the Counsel for the Defendant/Applicant shall be heard for an application praying the court for the following RELIEFS:

1. EXTENSION OF TIME TO SEEK LEAVE TO APPEAL
2. LEAVE OF COURT TO APPEAL
3. EXTENSION ON TIME WITHIN WHICH TO FILE THE NOTICE OF APPEAL.

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<sup>7</sup> Ibid (n5).

AND SUCH FURTHER ORDER OR ORDERS as this honourable court may deem fit to make in the circumstances.

Dated this 2<sup>nd</sup> day of June 2022

---

**DEFENDANT/APPLICANT'S COUNSEL**  
**Edom Bassey (Esq)**  
Plot 1 Akwa  
Ibom, Ikoyi Lagos.

**FOR SERVICE ON:**

**CLAIMANT/RESPONDENT'S SOLICITOR**

Plot 5 Suleja Lane, Obalande,  
Lagos.

## PRACTICE DRAFTS SESSION



## CHAPTER

## 32



## RECOVERY OF PREMISES

**32.1 INTRODUCTION:**

This is the procedure through which landlords could recover their possession of premises from tenants within the time stipulated by law. It could also be described as the method by which the landlord-tenant relationship is terminated.

**32.2 WHO IS A LANDLORD?**

A Landlord is simply any person entitled to the reversionary interest in a property including his agent, caretaker or sub-landlord.<sup>1</sup>

**32.2 WHO IS A TENANT?**

The term 'tenant' includes any person occupying premises whether on payment of rent or otherwise but does not include a person 'occupying premises under a bonafide claim to be the owner of the premises'.<sup>2</sup>

**32.3 PROCEDURE FOR RECOVERY:**

1. If an agent is to act for the lessor/landlord, he must give him a letter of authorization to act.
2. The lessor /landlord or his agent is to serve a notice to quit on the lessee/ tenant.
3. If the lessee/tenant still retains the premises after the expiration of the notice to quit, serve a notice of owner's intention to apply to court to recover possession which will last for 7 days (also called the 7 days' notice).

---

<sup>1</sup> Recovery of Premises Act, s 2; Tenancy Law of Lagos State, s 47; Recovery of Premises Law Lagos State, s 2.

<sup>2</sup> Ibid; *Oyekoya v G.B. Ollivant Ltd* [1969] 6 NSCC 69.

4. Take out a plaint or claim or writ in court if the tenant is still in possession of the premises.

**32.4 CONTENT OF NOTICE TO QUIT:**

1. The name of the landlord or authorised agent.
2. The name of the tenant.
3. A demand that the tenant should quit and deliver possession of the premises.
4. Particulars of location of the premises(a brief description of the premises)
5. The type of tenancy whether weekly, monthly, quarterly or yearly.
6. Date of commencement and expiration of the tenancy.
7. Date of expiration of notice.
8. Must be signed and dated by the person issuing it.

Note; it takes the form of a letter provided that the entire essential elements are present.

**32.5 SPECIMEN OF NOTICES TO QUIT:****EASREAD LEGAL CONSULT**

Address: Plot 34 Avenue, Wuse 11 Abuja

Phone No: 08033333333

E: mail: easy read @yahoo.com

website: www.easyreadlegal.com

Our Ref \_\_\_\_\_ Your Ref\_\_\_\_\_

TO:

AKOWE JACOB

Block 2 Flat 39 Ratmutu Street,  
Wuse II, Abuja.

Dear Sir,

I, Oboagwina Caleb, a legal practitioner of your landlord hereby and on his behalf give you a notice to quit and deliver up possession of the two bedroom flat with the premises situate at Block 2, Flat 39 Ratmutu Street, Wuse 2, in the city of Abuja which you hold of him as a yearly tenant between 1<sup>st</sup> day of January 2022 and 31<sup>st</sup> day of December 2022.

Dated this 30<sup>th</sup> day of June 2022

---

**Oboagwina Caleb (Esq.)**  
Legal Practitioner for the Landlord

## PRACTICE DRAFTS SESSION



**32.6 SPECIMEN OF OWNERS INTENTION TO RECOVER  
POSSESSION:****EASY READ CHAMBER**

Address: Plot 34 Avenue, Wuse 11 Abuja

Phone No: 08033333333

E: mail: easy read @yahoo.com

website: www.easyreadlegal.com

Our Ref \_\_\_\_\_

Your Ref\_\_\_\_\_

TO:

AKOWE JACOB

Block 2 Flat 39 Ratmutu Street,  
Wuse, Abuja.

Dear Sir,

I, Oboagwina Caleb, a Legal Practitioner of your landlord and upon his written authority do hereby give you notice, that unless peaceable possession of the four Bedroom Flat with the premises situate at Block 2, Flat 39 Ratmutu Street, Wuse, in the city of Abuja which were held of the owner under a tenancy from year to year which was determined by notice to quit from the owner on the 31<sup>st</sup> day of December 2022 which premises are now held over and detained be given to the owner on or before the expiration of seven(7) clear days from the service of this notice.

TAKE NOTICE that the owner shall on the 8<sup>th</sup> day of January 2023 apply to the High Court Federal Capital Territory being the division or place in which the premises or any part thereof is situate for a summons to eject any person there from.

Dated this 31<sup>st</sup> day of December 2022

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**Oboagwina Caleb ESQ**  
Legal Practitioner to Landlord

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



# **PART E: PROFESSIONAL ETHICS AND SKILLS**

## CHAPTER

## 33

## LETTERS

**33.1 INTRODUCTION:**

In drafting letters, the conventions governing letter writing such as layout, salutation and complimentary close must be adhered to. Since the practitioner acts on behalf of a client in a professional capacity, the letter should be written in plain English. It should never be conversational; thus, can't, won't, they're, and so on, should not be used. Such an informal style of writing is inappropriate. Every letter should bear a date. The day should be written in figures, the month in words and the year in figures. The month and year should not be abbreviated but be written in full. For example; 5th October 2022.

**33.2 GUIDELINES FOR STANDARD LAWYER'S LETTER TO CLIENT:**

1. **Letterhead:** This contains the names, address, references, and qualifications of the writer. It must be simple and sober.
2. **Date:** The applicable mode in Nigeria is: the day, month (written in words) and year e.g. 4 December 2022. Note; British English should be used, also their style. E.g. 11 January 2022 is for British, while January 11, 2022 is for America.
3. **References:** This is usually inserted. It is helpful when filing and making cross-references.
4. **Status of the letter:** The word *private and confidential* (if necessary) should be included.
5. **Name and address of the recipient:** Identify the reader by name, title or both.

6. **Salutation:** The level of familiarity would consider what to salute with e.g. Sir or Dear Mr ABC.
7. **Subject head:** This should give a summary of what the letter contains. It is recommended to be in sentence style capitalization and not in capital letters except where absolutely necessary e.g. My Expectation in Law School. Note; if there was a notice before, then "Re" is used. RE is used when there has been a previously discussed issue. E.g. in reporting to a client on a case, in letter, it will be: **RE: BRIGHT V. ADEOLA HC/11/12/10.**
8. **Body of the letter:** This is the bulk part of the letter which can be grouped under the following heads:
  - a. **The opening:** Introduces or acknowledges the content of the letter.
  - b. **The middle:** The actual message which may be one or more paragraphs (numbering is also accepted).
  - c. **The closing:** This is the expected action from the recipient.
9. **Complimentary closure of the letter:** This is the choice or the mode of salutation. It should be noted that the closure is a determinant factor of the salutation. For example, Dear Sir or Sir closes with yours faithfully; Dear Mr ABC closes with yours truly, etc.
10. **Name and signature of the writer** – It is advisable to always sign on top of the name. When signing on behalf of someone, you must indicate it by adding the word "for". For example, For: Mr ABC. However, the expression "pp." is used in some cases.
11. **Enclosure:** Where you enclose or attach other documents, you should indicate that fact and you may list or omit the list of the documents. (Encl; Encls-for more than one documents attached) is the short form of Enclosure).
12. **Copies:** This is used where there is need to notify other persons about the message in the letter. It is known as the distribution list. (CC is the short form of Copies). It is also used to notify the recipient that same copy has been sent to other persons. But where a blind copy is to be sent to other persons, nothing should be shown on the letter.

**33.3 SPECIMEN OF LETTERS:****a. Letter for Demands****EASREAD LEGAL CONSULT**

Address: Plot 34 Avenue, Victoria Island Lagos.  
Phone No: 08033333333  
Email: easyreadcaleb@yahoo.com  
website: www.easyread.com

Our Ref\_\_\_\_\_ Your Ref\_\_\_\_\_

20th June 2022

**The Managing Director,**  
JIMMY Nigeria Plc.,  
No 1 Akowe Street, Maitama,  
Abuja.

Sir,

**DEMAND FOR PAYMENT OF DEBT**

We are Solicitors to UBA plc. of No 1 Bwari Street, Garki-Abuja hereby give you notice to pay us the sum of N5, 000,000,000 (five billion) being the principal sum you are owing UBA plc., under a Debenture dated 1<sup>st</sup> of August 2016 and all the interest due amounting to the sum of N5million.

TAKE NOTICE that if the said sum of N5billion and N5million comprising the principal sum and the interest due is not paid before the expiration of the month from the date of receipt of this demand letter, we shall proceed on behalf of UBA Plc. to enforce all or any of the remedies available under the terms of the said debenture.

Yours faithfully,

Signed  
**Ehi Henry Barnabas Esq**  
Principal Partner  
Easread Legal Consult

## PRACTICE DRAFTS SESSION



**b. Letter for Adjournment****EASREAD LEGAL CONSULT**

Address: Plot 34 Avenue, Victoria Island Lagos.

Phone No: 08033333333

E:mail: easyreadcaleb@yahoo.com

website: www.easyread.com

Our Ref\_\_\_\_\_ Your Ref\_\_\_\_\_

20th June 2022

**The Registrar**High court 5,  
Ikeja, Lagos State**APPLICATION FOR ADJOURNMENT**

I, humbly apply for adjournment in the case between Mr Lucky Agor and Zors v Thank God Onyemaechi suit no. IKJ/10/ 2022 which its next date is 2<sup>nd</sup> September 2022 before your Lordship.

I will not be around on that day due to the accident I was involved in; I am currently receiving treatment at the university teaching Hospital Lagos state and would not be discharge until the next three weeks.

All inconveniences to my Lord, to this honourable court, to the respondent and my client is greatly regretted.

I humbly suggest the 4<sup>th</sup> day of October 2022 or any other day to the convenience of the Honourable court.

Yours Faithfully

Signed

**Oboagwina Caleb Esq**

Applicant counsel

## PRACTICE DRAFTS SESSION



**c. Letter Reporting to Client****EASREAD LEGAL CONSULT**

Address: Plot 34 Avenue, Victoria Island Lagos.

Phone No: 08033333333

E:mail: easyreadcaleb@yahoo.com

website: www.easyread.com

Our Ref\_\_\_\_\_ Your Ref\_\_\_\_\_

8th December 2021

**The Managing Director,**  
JIMMY Nigeria Plc.,  
No 1 Akowe Street, Maitama,  
Abuja.

Sir,

**RE: JIMMY NIGERIA PLC. v. MR DAVID MUSA**

With respect to the above matter, the Federal High Court at Igbosere heard the matter for the first time on 7th December, 2021 and made an adjournment for 23rd January, 2022.

Subsequently following the adjournment by the Federal High Court, Mr David Musa approached our legal team for settlement out of court.

Due to certain advantages of such out of court settlement; such as privacy, sustenance of relationship, less cost and time; as your legal practitioner, we would advise that you consider it.

Should you consider settling out of court, kindly inform us to fix a meeting before 23rd January, 2022.

Thank you.

Yours faithfully,

Signed  
**Ehi Henry Barnabas Esq**  
Principal Partner  
Easread Legal Consult

## PRACTICE DRAFTS SESSION



**d. Letter of Applications**

No.2 Ajala Street  
Victoria Island  
Lagos

19<sup>th</sup> August 2022

The Principal Partner  
Law and Equity Partners  
No.26 John Bull Crescent  
Lagos Island  
Lagos State

Sir,

**APPLICATION FOR EMPLOYMENT AS COUNSEL**

I hereby apply for employment as a Counsel in your law firm. I am a lawyer of one year post call with good communication and advocacy skills.

Kindly find attached to this application, my detailed Curriculum Vitae.

Thanks in anticipation of a favourable consideration of my application.

Yours faithfully,

Signature

**Ahmed Rufai Bawa Esq.**

Encl: Curriculum Vitae

## PRACTICE DRAFTS SESSION



### e. Bill of Charges

#### **EASREAD LEGAL CONSULT**

Address: Plot 34 Avenue, Victoria Island Lagos.

Phone No: 08033333333

E:mail: easyreadcaleb@yahoo.com

website: www.easyread.com

Our Ref\_\_\_\_\_ Your Ref\_\_\_\_\_

20th MAY, 2022

Mr. Agor Lucky Chima,  
No 24 Aba roads, Port Harcourt  
Rivers state

Sir,

#### **BILL OF CHARGES**

This is to notify you about your bill of charges for the representation made on your behalf for the purchase of property located at No24 Elelewon Street, Port Harcourt Rivers State.

The Principal Item Charged: NEGOTIATION FOR PURCHASE OF PROPERTY

Date	Particulars of Items	Amount
27-4-2022	Expenses Incurred on search	N24,000.00
2-5-2022	Preparation of Document of Transfer	N13,500.00
2-5-2022	Legal Practitioners Fee for Negotiating a Purchase of Property	N233,500.00
	TOTAL COST	N271,000.00

TAKE NOTICE that you are expected to make the payment to the firm's Account No: 299600267 with Zenith Bank PLC, Bwari Branch on or before 30<sup>th</sup> June, 2022.

Yours faithfully,

**Jaye -Ola Solomon Esq.**  
Associate Counsel  
For: Easread Legal Consult.

## PRACTICE DRAFTS SESSION



## CHAPTER

## 34

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**MINUTE OF MEETING****34.1 INTRODUCTION:**

A minute of a meeting is simply the official record of what was said or done during the course of the meeting of an organization, society or club. The law sometimes prescribed the nature and content of a minute book. For instance, Section 266 and 267 of CAMA 2020 makes provision for minutes of meetings of companies registered with Corporate Affairs Commission.

Note minutes are also known as protocols and are instant records of meetings, it Should be able to give overview of structure of meeting, state the various points discussed, List of those present, state the issues before participants and responses of participants.

**34.2 TIPS IN WRITING EFFECTIVE MEETING MINUTES:**

1. Know the purpose
2. Keep it concise
3. Get the right info and follow the right format
4. Simple language
5. Be clear
6. Be precise
7. Proof-read

**34.3 FUNCTIONS OF MINUTES OF MEETINGS:**

1. The minutes help in drawing the agenda for subsequent meetings
2. Decision reached at the meeting help in guiding future discussion
3. The possibility of repeating matters already discussed in previous meeting is avoided
4. It serves as a source of reference for the organisation on relevant matters

5. It may be relied on to ascertain resolution made by the organisation

#### **34.4 BASIC CONTENTS OF MINUTES:**

1. Heading -stating type of meeting, venue and date
2. Attendance (present/absent)
3. In attendance (special guest)
4. Opening Prayer
5. Reading minutes of the last meeting
6. Adoption of the minutes of the last meeting
7. Matters arising
8. Agenda for the meeting
9. Any other business
10. Motion for adjournement
11. Closing prayer
12. Signed by Secretary and Chairman

#### **34.5 SPECIMEN OF MINUTES OF MEETINGS:**

**MINUTES OF MEETING OF EASREAD LEGAL CONSULT  
HELD AT NO. 26 JOHN BULL CRESCENT,  
LAGOS ISLAND, LAGOS ON 25<sup>TH</sup> DAY OF JULY, 2022**

#### **PRESENT:**

1. Chief Ehi Henry - Principal Partner
2. Mr. Bright Dweni - Partner
3. Mrs. Kechi Omehia - Counsel
4. Mr. Afees Looper - Counsel

#### **IN ATTENDANCE:**

1. Mr. Robert Bridgestone - Estate Surveyor

#### **OPENING PRAYER:**

The meeting commenced at about 9am with the opening prayer said by Mrs. Bimbo Allen. It was observed that quorum was properly formed.

#### **READING AND ADOPTION OF THE MINUTES OF THE LAST MEETING:**

The Minutes of the last meeting of the firm was read and a few corrections were made. The Minutes was then seconded and adopted and the meeting preceded the agenda of the day's meeting.

**MATTERS ARISING FROM THE MINUTES OF THE PREVIOUS MEETING:****AGENDA**

1. Quarterly review of firm's activities
2. Proposed purchase of a building for a law firm
3. Employment of additional lawyers
4. Any other business

**MOTION FOR ADJOURNMENT**

Mr. Felix Johnson moved a motion for adjournment, seconded by Mrs. Bimbo Allen

**CLOSING**

The meeting ended at 12:27pm with the closing prayers said by Mr. Felix Johnson.

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**Chief Ehi Henry**  
Chairman

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**Mr. Afees Looper**  
Secretary

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 35

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**CURRICULUM VITAE****35.1 INTRODUCTION:**

This is a brief account of a person's qualifications and previous occupations, sent with a job application.

**35.2 CONTENT OF CURRICULUM VITAE:**

1. Name
2. Address (home or permanent, not P.O. Box)
3. Telephone and e-mail address (if any)
4. Date of birth
5. Sex
6. Nationality
7. Schools attended
8. Academic qualifications with dates
9. Courses experience
10. Hobbies
11. Referees

**35.3 SPECIMEN OF CURRICULUM VITAE:****1. PERSONAL DETAILS**

Surname:	Smart
Other Names:	Abuh Bako
Date of Birth:	29 <sup>th</sup> January, 1989
Place of Birth:	Bwari
Home Town:	Bwari
State of Origin/L.G.A:	Federal Capital Territory/ Bwari Area Council
Nationality:	Nigerian
Sex:	Male

Marital Status: Single  
 Tel No./E-Mail Address: 08033322998/smarky@yahoo.com

## **2. EDUCATIONAL INSTITUTIONS QUALIFICATIONS ATTENDED (with Dates)**

Nigerian Law School, Abuja	2016
University of Abuja, Abuja	2015
Comprehensive High School, Bwari, Abuja	2006
Unity Junior School, Bwari, Abuja	2000

## **3. EDUCATIONAL QUALIFICATIONS (with Dates)**

Call to Bar Certificate/Qualifying Certificate/BL	2016
Bachelor of Law, LL.B (Hons.)	2015
Senior School Certificate Examination (SSCE)	2014
First School Leaving Certificate	2000

## **4. WORKING EXPERIENCES (With Dates)**

Legal Adviser, Jos Local Government Area, Jos (NYSC)	2016-2017
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## **5. Hobbies**

Table Tennis & Reading

## **6. REFEREES**

### **1. MR. JACKSON ORUWOLE**

Medical Lab Scientist  
 Department of Public Health  
 General Hospital  
 Bwari  
 Federal Capital Territory, Abuja

### **2. MR. JACOB MALCOLM**

Partner  
 Igwe & Partners  
 Destiny Chambers  
 Barrister & Solicitors  
 No. 60 Aguda Road  
 Kubwa,  
 Federal Capital Territory, Abuja

**SIGNATURE AND DATE:** \_\_\_\_\_

## PRACTICE DRAFTS SESSION



## PRACTICE DRAFTS SESSION



## CHAPTER

## 36

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**MEMORANDUM****36.1 INTRODUCTION:**

Memorandum is an official communication used internally. Apart from letters, memorandum can be sent out but only internally.

**36.2 SPECIMEN OF MEMORANDUM:**

**COUNCIL OF LEGAL EDUCATION  
NIGERIAN LAW SCHOOL  
ABUJA CAMPUS  
BWARI ABUJA**

**INTERNAL MEMORANDUM**

FROM: The Director of Students Affairs  
TO: Bar Part II students 2021/2022 session  
DATE: 1 4 December, 2021.  
SUBJECT: Invitation to welcome Cocktail

You are hereby invited to a welcome cocktail party which will take place as follows:

Date: 16 December 2021.

Venue: School dining Hall

Time: 6 pm

Thank you for the anticipated response.

---

**Mr.Osamolu**

(Director of Students Affairs)

## PRACTICE DRAFTS SESSION



## CHAPTER

## 37

**LEGISLATIVE DRAFTING****37.1 INTRODUCTION:**

Legislative drafting is done by a person called a draftsman. The product of legislative drafting is usually a bill.

A bill simply means a proposed law or a proposed act.

**37.2 STAGES IN LEGISLATIVE DRAFTING:**

1. **Understanding Instructions:** It is advisable that the draftsman organize a meeting with his instructor to get the clear term of the instruction. This can also be achieved through consultation.
2. **Analyse:** A draftsman in the course of Analysing should consider the following:
  - i. Existing laws (so as to prevent conflict of laws).
  - ii. Potential danger areas.
  - iii. Practicability.
  - iv. Location.
3. **Designing:** The draftsman should have an image or a reflection of how the law should look like.
4. **Composition:** In composing, the draftsman should look out for precedents.
5. **Scrutiny:** This simply means taking a second look at the document.

### **37.3 NUMBERING OF SECTIONS:**

Sections are numbered as follows;

1. Section is the use of figure without a bracket. E.g. **S.2**
2. Sub-section is the use of figure but enclosed in a bracket. E.g. **S.2(1)**
3. Paragraph is the use of alphabets but of a lower case enclosed in a bracket. E.g. **S.2(1)(a)**
4. Sub-Paragraph is the use of Roman numerals enclosed in a bracket. E.g. **S.2(1)(a)(v)**
5. Sub-sub-paragraph is the use of alphabets of an upper case and they are enclosed in a bracket. E.g. **S.2 (1)(a)(v)(G)**

### **37.4 BASIC CONCEPTS IN LEGISLATIVE DRAFTING:**

There are nine (9) basic concepts in legislative drafting and they are to be known in their chronological order;

1. Long title
2. Preamble (if any)
3. Commencement
4. Enacting clause or formula
5. Establishment clause (if any)
6. Short title
7. Interpretation
8. Application
9. Duration

#### **37.4.1 LONG TITLE:**

The long title is drafted depending on the following instructions;

1. The instructor (Federal Instructor or State Instructor).
2. Whether or not the bill has been passed.

If the instruction is from the Federal and it is yet to be passed, the long title is drafted as follows;

*"A BILL FOR AN ACT \_\_\_\_\_ (purpose of the Act)  
AND OTHER RELATED MATTERS"*

*Or*

If the instruction is from the State and it is yet to be passed, the long title is drafted as follows;

*"A BILL FOR A LAW \_\_\_\_\_ (purpose of the Law)  
AND OTHER RELATED MATTERS"*

**PRACTICE DRAFTS SESSION****37.4.2 COMMENCEMENT:**

This simply means the date the law becomes effective. There are two (2) methods of drafting commencement;

- i. where the date is expressly provided.

*[COMMENCEMENT [2ND OF AUGUST, 2022]]*

- ii. where the date is to be determined by an individual or a body:

*"THIS LAW/ACT SHALL COME INTO EFFECT ON SUCH A DATE AS TO BE DETERMINED BY \_\_\_\_\_"*

**PRACTICE DRAFTS SESSION****37.4.3 ENACTING FORMULA OR CLAUSE:**

This simply means the body responsible for passing the law or act. It is drafted as follows;

*"ENACTED BY THE NATIONAL ASSEMBLY OF THE FEDERAL REPUBLIC OF NIGERIA AS FOLLOWS"*

At the State level;

*"ENACTED BY EDO STATE HOUSE OF ASSEMBLY AS FOLLOWS"*

**PRACTICE DRAFTS SESSION****37.4.3 ESTABLISHMENT CLAUSE:**

These are statutory bodies recognized by the law or act. There are two (2) ways of drafting the establishment clause;

- i. where it is a new entity:

Drafted as;

*"THERE IS HEREBY ESTABLISHED A BODY TO BE KNOWN  
AS \_\_\_\_\_"*

- ii. where it is an already existing entity:

Drafted as;

*"THERE SHALL CONTINUE TO BE A BODY TO BE KNOWN  
AS \_\_\_\_\_"*

**PRACTICE DRAFTS SESSION****37.4.3 SHORT TITLE:**

This are the nick name of the law as often described.

**NB:** where the law is already passed, it will be drafted as

*THIS ACT/LAW MAY BE CITED AS \_\_\_\_\_"*

**PRACTICE DRAFTS SESSION****37.4.3 INTERPRETATION:**

The interpretation section defines the meaning of certain words occurring frequently in other sections of the Act or law. It is also used to describe the words used by the draftsman. While inserting interpretation section, the word “means” connotes no other word can be introduced or included as it implies closed wordings. For example Court **means** Federal High Court and High Court of the FCT, implies that no other court is intended other than the one stated above.

On the hand the word “include” connotes that words can still be introduced as it implies open wordings. For example Court **includes** superior court of records such as Supreme Court, Court of Appeal Federal High Court. In this case other courts recognised by the constitution even though not expressly stated can be implied. Therefore in drafting of the interpretation, it is;

*"IN THIS BILL \_\_\_\_\_ MEANS \_\_\_\_\_  
Or*

*"IN THIS ACT OR LAW \_\_\_\_\_ INCLUDE \_\_\_\_\_*

**PRACTICE DRAFTS SESSION**

**37.4.7 APPLICATION:**

The application of a law could be all embracing. It could be territorial and it could be limited to specific things or persons. Application is drafted as;

"*THIS LAW/ACT/BILL SHALL APPLY \* (\_\_\_\_\_ Location  
in the scenario) \_\_\_\_\_ \* ONLY*"

**PRACTICE DRAFTS SESSION****37.4.8 DURATION:**

This simply states the period the law/act shall be effective. In the absence of special provisions to the contrary, legislation, until repealed or otherwise amended, is of perpetual duration. The law may, however, prescribe the duration of the life of itself. Duration is drafted as;

"*THIS LAW/ACT SHALL BE EFFECTIVE FOR  
\_\_\_\_\_ YEARS*"

**PRACTICE DRAFTS SESSION**

### **37.4.9 SAMPLE QUESTIONS AND ANSWERS ON LEGISLATIVE DRAFTING:**

One of the cardinal objectives of the Bauchi State Government is the promotion of education in the State. As part of measures to reduce the level of illiteracy among the adult population in the State, the Government has resolved to set up an agency that will be saddled with the responsibility of educating persons of the age of 20 years and above in primary and secondary education.

To this end, the State Executive Council has mandated the Honourable Attorney-General of the State to send a Bill to the State House of Assembly, towards the actualization of this objective. The Law, when enacted shall come into effect on a date to be stipulated by the Commissioner for Information.

You are a Junior State Counsel in the Ministry of Justice and the Attorney-General has instructed you to prepare the Bill for presentation to the State House of Assembly.

Answer the following questions:

- a. Mention the stages by which you will proceed for the purpose of drafting the Bill.

#### **Answer**

The stages in drafting the bill are as follows:

1. Receiving and understanding instructions for the draft
  2. Analysing the instructions
  3. Designing the Draft
  4. Composing the Draft
  5. Scrutinizing the Draft
- 
- b. Assuming that analysis is one of the stages you identified in (a) above, list four areas you will have to focus on, at that stage.

#### **Answer**

At the analysis stage, the areas I will focus on are as follows:

1. Whether there are existing laws in the proposed areas of the legislation.
2. The potential danger areas
3. Practicality of the policy
4. Categories of persons to whom the proposed law is applicable

c. Draft the following parts of the Bill:

i. Long title

**Answer**

"A BILL FOR LAW TO REDUCE THE LEVEL OF ILLITERACY AMONG THE ADULT POPULATION IN THE STATE AND SET UP THE BAUCHI STATE ILLITERACY ERADICATION AND OTHER MATTERS CONNECTED THERETO"

ii. short title

**Answer**

This law may be cited as Illiteracy Eradication Law 2017

iii. Commencement

**Answer**

This law shall come into effect on a date to be stipulated by the Commissioner of Information.

iv. Enacting clause

**Answer**

ENACTED BY the Bauchi State House of Assembly of the Federal Republic of Nigeria as follows:

v. Establishing clause

**Answer**

There is hereby established a body to be known as the Bauchi State Illiteracy Eradication Agency (hereinafter referred to as the Agency).

vi. Interpretation section

**Answer**

In the law, unless the Bill otherwise provides:

Adult age includes persons above the age of 20 years.

Agency means \_\_\_\_\_

---

d. State three professional duties, which as a draftsman, you owe the sponsor of the Bill.

**Answer**

The professional duties a draftsman owes the sponsor of the Bill are as follows:

1. Duty to copy the instructions of the sponsor of the Bill.
2. Duty to draw the attention of the sponsor to existing legislation in the proposed legislation.
3. Duty to advice on the practicability of the proposed law.
4. Duty to draw the attention of the sponsor to the potential danger areas in the proposed legislation

### **MAKING A MARK THAT CANNOT BE ERASED**

Many years ago, one of the teachers at my Secondary School told me, that I would not be able to study Law due to my poor performance back then in school, but i thank God today, I have been called to the Nigerian Bar.

My main focus was not just to be called, rather to make a mark in the Legal Profession. Then I made inquiries of how I would make a mark, i came across a book titled "**ATTITUDE IS EVERYTHING**" by **KEITH HARRELL (1998)**, this made me realise that in making a mark I should make a difference in someone else's life. The book further stated that the smallest gesture could have a major and lasting impact on one's life.

As a Devoted Lawyer, it was not more of 'what is in this life for me' rather I took up an attitude of 'what can I do for God and for you (others)'.

For this cause I decided to write the Easy Read Series (2014- till date) which aims to make a difference in your life. I believe you have greatness within you. Therefore, if you have not taken the step of faith by submitting your life to **JESUS**, you could do that by confessing this:

*”Lord Jesus, I want to thank you for what I heard and believed you did for me while I was yet unborn knowing fully well I would one day come into this world full of sin, and you decided to die for me to save me, as a gratitude on my part I want you to be the lord and personal savior of my life, career and goal. Jesus I thank you for your Love. Grant I the grace to make a mark in life. Amen.”*

I wish you the best in the Legal Profession.