

CONTRACTS - Contract for the sale of land - Rescission - Where the conduct of the plaintiff was an unequivocal rescission of the contract - He is estopped from contending that the original contract still subsists. Ude v. Osuji p. 2413

COURTS - Issue - Not placed before the Court - Should not be dealt with - To avoid denial of right to fair hearing. Ude v. Chimbo p. 2353

INJUNCTIONS - Relief sought - As an injunction follows the natural cause of events in a case - It was proper to grant the injunction in the circumstances of this case. Elendu v. Ekwoaba p. 2385

LAND LAW -Conveyancing - Plaintiff's failure to sign the document as purchaser - Would not affect the fact of conveyance of the plot to her - In view of the uncontradicted evidence that plaintiff paid for same. Abasi v. Braimah p. 2427

LAND LAW - Sale of family land - Where declared void - Court cannot order return of the purchase price - As there was no counter claim to that effect. Yusuf v. Oyetunde p. 2327

PLEADINGS - Proof - Abandonment of plaintiffs' averment - By failing to call evidence - Defendant cannot call evidence on that averment - Which was not his case. Yusuf v. Oyetunde p. 2327

PLEADINGS - Traverse - To be proper - Must deny specifically each allegation of fact in the statement of claim. Elendu v. Ekwoaba p. 2385