

# **KINGS LAW REPORTS**

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**Dedicated to the King of kings**

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CONTRACTS - Illegal contract - Meaning of - Any transaction which is expressly or impliedly prohibited by statute is illegal and unenforceable - And no party can take benefit from it (H5) *Corporate Ideal Insurance Ltd. v. Ajaokuta Steel Co. Ltd.* p. 519

CONTRACTS - Insurance - Government properties - Responsibility of insuring the properties is vested on NICON - But such property may with approval in writing of Head of State - Be insured with any insurer (H10) *Corporate Ideal Insurance Ltd. v. Ajaokuta Steel Co. Ltd.* p. 519

CONTRACTS - Insurance - Validity - By Insurance Act s. 50(1) - There shall not be any valid contract of insurance - Unless premium is paid in advance (H6) *Corporate Ideal Insurance Ltd. v. Ajaokuta Steel Co. Ltd.* p. 519

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COURTS - Actions - Justice - Need for - Courts have duty to do substantial justice - And allow formal amendment as are necessary - For the ultimate achievement of justice and end of litigation (H2) *Regd. Trustees of Airline Operators of Nig. v. NAMA* p. 617

COURTS - Contracts - Illegal contract - Where contract is *ex facie* illegal - Court will refuse to enforce such transaction - Even where illegality has not been pleaded (H4) *Corporate Ideal Insurance Ltd.*

v. Ajaokuta Steel Co. Ltd. p. 519

COURTS - Discretion - Joinder of party - Grant or refusal of application for joinder is at discretion of court - Which must be exercised judicially and judiciously - And not to be interfered with on appeal - Unless it was made upon wrong principles (H4) Azubuike v. Peoples Democratic Party p. 487

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CRIMINAL PROCEDURE - Defence - Fair hearing - Appellant was not denied fair hearing as he was represented by counsel throughout trial - And there was sufficient compliance with the law in the case (H4) Yakubu v. State p. 731

CRIMINAL PROCEDURE - Proof - Facts within accused knowledge - Although prosecution is to prove beyond reasonable doubt - And accused has no duty to prove innocence - But accused must adduce evidence in support of facts strictly within his knowledge (H3) Yakubu v. State p. 731

FAIR HEARING - Principles - Hearing is taken to be fair when all parties to dispute are given hearing - Since if one of the parties is refused hearing - The same cannot qualify as fair hearing (H10) Mbanefo v. Molokwu p. 579

FAIR HEARING - Test - In trial court fairness is tested by impression of a reasonable person present - While in Court of Appeal the test is whether having regard to rules of court and the law - Justice has been done to parties (H9) Mbanefo v. Molokwu p. 579

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duced (H11) Corporate Ideal Insurance Ltd. v. Ajaokuta Steel Co. Ltd. p. 519

JUDGMENTS - Error - Effect - It is not every error that vitiates judgment - Since if what court had done met the minimum standard of a good judgment - And there is no proof of miscarriage of justice - The judgment will stand irrespective of style utilized by Judge (H6) Mbanefo v. Molokwu p. 579

JUDGMENTS - Perverse decision - Meaning - Decision is said to be perverse where it is speculative and not based on any evidence - Court took into account matters which it ought not to - And has also ignored the obvious (H2) Uwah v. Akpabio p. 707

JURISDICTION - Definition of - It is the limits imposed upon the power of a validly constituted court - To hear and determine issues with reference to subject matter - Parties and the relief sought (H4) Society Bic S.A. v. Charzin Ind. Ltd. p. 665

JURISDICTION - Determination of - Basis - It is determined by claim endorsed on writ or stated in statement of claim - And not by facts averred in statement of claim or affidavit evidence to be relied on by plaintiff (H5) Society Bic S.A. v. Charzin Ind. Ltd. p. 665

JURISDICTION - Expounding of - While a Judge can expound his jurisdiction - He cannot expand same beyond the limit imposed by law - As he does not hunger after jurisdiction (H6) Society Bic S.A. v. Charzin Ind. Ltd. p. 665

PARTIES - Necessary party - Joinder of - Necessity - Such party should not be shut out - As judgment made with an order against person who was not party to a suit - Is to no avail and cannot stand (H3) Azubuike v. Peoples Democratic Party p. 487

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PLEADINGS - Illegality - Where raised by defendant - He should specifically plead facts of the illegality - Otherwise he cannot raise or canvass same at the trial (H1) Corporate Ideal Insurance Ltd. v. Ajaokuta Steel Co. Ltd. p. 519

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