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Dedicated to the King of kings

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ACTIONS - Cause of action - Meaning of - It denotes every fact which it would be necessary for plaintiff to prove - If traversed - To support his right to judgment of the court (H3) *Society Bic S.A. v. Charzin Ind. Ltd.* p. 665

ACTIONS - Commencement - Legal capacity - Non existing person cannot institute action in court - Nor will action be allowed to be maintained against defendant - Who is not a legal person (H3) *Regd. Trustees of Airline Operators of Nig. v. NAMA* p. 617

ACTIONS - Commencement - Legal personality - Source - Juristic personality is donated by enabling law - And where it is provided that a party must sue or be sued in a name - He cannot be sued in any other name (H4) *Regd. Trustees of Airline Operators of Nig. v. NAMA* p. 617

ACTIONS - Commencement - Misnomer - Effect - Misnomer that will vitiate proceedings would be such - That will cause reasonable doubt - As to identity of person intending to sue or be sued (H7) *Regd. Trustees of Airline Operators of Nig. v. NAMA* p. 617

ACTIONS - Commencement - Misnomer - Occurs when mistake is made as to name of a person who sued or was sued - Or when action is brought by or against the wrong name of a person (H6) *Regd. Trustees of Airline Operators of Nig. v. NAMA* p. 617

ACTIONS - Commencement - Necessary party - Action on ostracism proceeded without joining Obi in Council or Onitsha community is of no moment - As the parties are the instrument of making known to appellant - That he could not relate with Agbalanze (H3) *Mbanefo v. Molokwu* p. 579

ACTIONS - Commencement - Necessary party - Court will not compel plaintiff to proceed against a party he has no desire to prosecute - Save where inter alia justice cannot be done and case properly determined (H4) *Mbanefo v. Molokwu* p. 579

ACTIONS - Commencement - Originating summons - Amendment -

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ACTIONS - Commencement - Representative capacity - Failure to obtain leave to sue in that capacity does not vitiate the action - Since 1st respondent as the head - Acted as mouth piece of the Agbalanze (H5) Mbanefo v. Molokwu p. 579

ACTIONS - Freedom of association - Native society - By voluntarily becoming member of Agbalanze society - Appellant chose to adhere to its regulations - He cannot pick which aspect suits him - And which he is at liberty to do away with (H2) Mbanefo v. Molokwu p. 579

ACTIONS - Party - Necessary party - Is one who being closely connected to law suit - Should be included in the case if feasible - But whose absence will not require dismissal of proceedings (H1) Azubuike v. Peoples Democratic Party p. 487

ACTIONS - Pleadings - Purpose of - Pleadings give each party opportunity to prepare for his evidence and arguments on issues raised - And this prevents either side from being taken by surprise (H7) Mbanefo v. Molokwu p. 579

ACTIONS - Proof - Standard of - Civil suits are decided on balance of probabilities - Whereby the totality of evidence of both sides is taken into account and appraised - In determining each side's quantum (H3) Uwah v. Akpabio p. 707

ACTIONS - Town union - Influence - Appellant being not in good standing with his general Onitsha Community - Cannot restrict his suit to Agbalanze - And is not welcomed to associate with the group - Which is part of Onitsha community (H1) Mbanefo v. Molokwu p. 579

AGREEMENTS - Terms - Binding nature - Whenever parties enter into agreement in writing - They are bound by its terms - And neither the parties nor court is legally allowed - To read into the agreement

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terms not agreed upon (H4) *Uwah v. Akpabio* p. 707

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APPEALS - Court - Judgment - Criticism - Where trial Judge makes a mistake in his judgment - It is enough for counsel to demonstrate the error for appellate court to correct - Without putting to question the impartiality and integrity of the Judge (H7) *Society Bic S.A. v. Charzin Ind. Ltd.* p. 665

APPEALS - Grounds of appeal - Issues - Proliferation - Number of grounds should not be less than issues - And framing two issues from one ground is wrong (H1) *Society Bic S.A. v. Charzin Ind. Ltd.* p. 665

APPEALS - Hearing - Preliminary objection - Filing - Condition - Respondent with such objection to appeal - Shall give appellant three days prior notice - Setting out grounds of the objection (H8) *Regd. Trustees of Airline Operators of Nig. v. NAMA* p. 617

APPEALS - Hearing - Preliminary objection - Non compliance - Where respondent fails to comply with the rule - Court may either refuse to entertain the objection - Or adjourn hearing at the cost of respondent (H9) *Regd. Trustees of Airline Operators of Nig. v. NAMA* p. 617

APPEALS - Issues - Formulation - Outside grounds - Fate - Issue not related or based on grounds of appeal is incompetent and completely valueless - And must be ignored by appellate court (H2) *Society Bic S.A. v. Charzin Ind. Ltd.* p. 665

APPEALS - Jurisdiction - Actions - Commencement - Wrong name - Where parties are not in doubt as to parties to appeal - Wrongful heading of the appeal does not affect competency of court - To hear same on merit (H5) Regd. Trustees of Airline Operators of Nig. v. NAMA p. 617

APPEALS - Objection - Leave - Magit's case - Respondent who incorporated objection in his brief - Needs leave of court to move the objection before the hearing of substantive appeal (H11) Regd. Trustees of Airline Operators of Nig. v. NAMA p. 617

APPEALS - Objections - Incorporated in brief - Notice of objection can be given in respondent's brief - And respondent need not thereafter give a separate notice (H10) Regd. Trustees of Airline Operators of Nig. v. NAMA p. 617

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AVIATION - Revenue drive - Power - By NAMA Act s. 11 - Respondent has power not only to charge for 30% air ticket sales - But also to charge en route local facility services (H15) Regd. Trustees of Airline Operators of Nig. v. NAMA p. 617

CHIEFTAINCY MATTERS - District head - Appointment - Proof - Appellants were required to prove that selection of 3rd respondent - Was not done in accordance with tradition and custom of the area constituting Dong District (H2) Dong v. A-G Adamawa State p. 559

CHIEFTAINCY MATTERS - District heads - Mode of appointment - By Adamawa District Creation Law s. 7 - Two methods of selecting such heads are by traditional or customary method - And by Electoral College of village head (H1) Dong v. A-G Adamawa State p. 559

CONTRACTS - Agency - Disclosed principal - Liability of - Contract made by agent acting within scope of his authority - Is contract of the principal - And it is principal and not agent that sues or is to be sued upon the contract (H5) *Uwah v. Akpabio* p. 707

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

CONVICTION - Circumstantial evidence - Weight - For such evidence to lead to conviction - It must be cogent and unequivocal as to point to no other direction - But the guilt of accused (H2) *Yakubu v. State* p. 731

COURTS - Action - Party - Joinder of - It is duty of courts to ensure that parties that are likely to be affected by result of action - Are joined accordingly (H2) *Azubuike v. Peoples Democratic Party* p. 487

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

CRIMINAL PROCEDURE - Conspiracy - Proof - Prosecution must inter alia prove agreement between two or more persons to do illegal act - And specifically that each of accused persons individually participated in the conspiracy (H1) Yakubu v. State p. 731

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

INSURANCE - Government properties - Consent of Head of State - Proof - Burden of proving existence of the consent - Lies on party against whom judgment would be given - If no evidence were ad-

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

PLEADINGS - Binding nature - Parties are bound by their pleadings - And evidence which is at variance with averments in pleadings - Goes to no issue and should be disregarded by court (H8) Mbanefo v. Molokwu p. 579

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

STATUTES - Interpretation - Principle - Where words of statute are clear and unambiguous - Courts are to give them their plain and ordinary meaning (H7) Corporate Ideal Insurance Ltd. v. Ajaokuta Steel Co. Ltd. p. 519

STATUTES - Interpretation - Principle - Where words used in statute are clear and unambiguous - Court should give them their ordinary natural and literal meaning - In order to establish intention of law maker (H14) Regd. Trustees of Airline Operators of Nig. v. NAMA p. 617

STATUTES - Interpretation - Shall - Meaning - When used in a provision - The word connotes that it is imperative for the provision to be obeyed (H8) Corporate Ideal Insurance Ltd. v. Ajaokuta Steel Co. Ltd. p. 519

STATUTES - Performance of duty - Adherence - Where statute provides for act to be done in a particular way - Failure to adhere as provided - Will be interpreted as not complying with statutory provision (H9) Corporate Ideal Insurance Ltd. v. Ajaokuta Steel Co. Ltd. p. 519

SUPREME COURT - Fresh issue - Ground of law - A party will be granted leave to raise new issue not canvassed at trial court - Where the same involves substantial points of law - Which need to be allowed to prevent miscarriage of justice (H3) Corporate Ideal Insurance Ltd. v. Ajaokuta Steel Co. Ltd. p. 519

SUPREME COURT - Fresh issue - Leave - A party will not be allowed on appeal - To raise question which was not raised or tried at trial court - Without leave (H2) Corporate Ideal Insurance Ltd. v. Ajaokuta Steel Co. Ltd. p. 519

SUPREME COURT - Judgment - Binding nature - Counsel who knows the decision of the court on an issue and yet does otherwise - Has himself to blame because the court thrives in even handed justice (H12) Regd. Trustees of Airline Operators of Nig. v. NAMA p. 617

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