

**IN THE HIGH COURT OF JUSTICE**  
**OF EDO STATE OF NIGERIA**  
**IN THE BENIN JUDICIAL DIVISION**  
**HOLDEN AT BENIN CITY**  
**BEFORE HIS LORDSHIP, HON. JUSTICE P.A. AKHIERO**  
**ON WEDNESDAY**  
**THE 18<sup>TH</sup> DAY OF MARCH, 2026.**

**BETWEEN:** **SUIT NO. B/341/2022**

**FIRST BANK OF NIGERIA LIMITED -----CLAIMANT**

**AND**

**MR. BABATUNDE THOMPSON ADENIYI -----DEFENDANT**

**(DOING BUSINESS IN THE NAME &**

**STYLE OF BORN TO MAKE A**

**DIFFERENCE TELECOM)**

**JUDGMENT**

The Claimant instituted this suit against the Defendant vide a Writ of Summons and Statement of Claim both dated and filed on 12<sup>th</sup> April 2022 by which it claims the following reliefs:

- 1) A DECLARATION that the Defendant is indebted to the Claimant to the tune of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo) only, being the unpaid principal sum, plus accrued interest on the Temporary Overdraft Loan of N6, 800, 000. 00 (Six Million, Eight Hundred Thousand Naira) only, which was set up for the Defendant by the Claimant on 13<sup>th</sup> August, 2021;***

- 2) ***AN ORDER that the Defendant pays the Claimant the sum of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo) only, being the unpaid principal sum, plus accrued interest on the Temporary Overdraft Loan of N6, 800, 000. 00 (Six Million, Eight Hundred Thousand Naira) only, which was set up for the Defendant by the Claimant on 13<sup>th</sup> August, 2021;***
- 3) ***Pre-judgment interest at the rate of 10% on the sum N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo) only, from the date this suit was instituted, until judgment is delivered; and***
- 4) ***Post-judgment interest at the rate of 10% on the judgment sum of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo) only, from when judgment is delivered, and the judgment debt is liquidated by the defendant.***

In proof of their case, the Claimant called one Kayode Adekola who testified as the only witness (CW1). He adopted his written statement on oath and tendered some documents.

In his evidence in chief, the witness testified that the Defendant approached the Claimant's Textile Mill Road branch, Benin City, Edo State for a Temporary Overdraft Loan of N6, 800, 000.00 (Six Million, Eight Hundred Thousand Naira) only for a tenor of 60 (sixty) days, vide a Loan Application letter dated 6<sup>th</sup> July 2021.

He alleged that subsequently, a Temporary Overdraft Loan of N6, 800, 000.00 (Six Million, Eight Hundred Thousand Naira) only, was granted to the Defendant vide an offer letter dated 6<sup>th</sup> August 2021 and the Defendant accepted the offer. A copy of the offer letter dated 6<sup>th</sup> August 2021 was admitted in evidence as Exhibit "A".

The witness stated that the Temporary Overdraft Loan was set up on the 13<sup>th</sup> of August 2021 and was due to expire on the 12<sup>th</sup> of October 2021.

He alleged that upon the expiration of the Temporary Overdraft Loan on the said 12<sup>th</sup> of October 2021 the Defendant failed, neglected and/or refused to pay the loan, plus the accrued interest of the sum of N634, 002. 31 (Six Hundred and Thirty-Four Thousand, Two Naira and thirty-one Kobo). A certified true copy of the Defendant's statement of account No. 2034266089 to show the indebtedness was admitted as Exhibit "B1".

The witness alleged that when they tried to contact the Defendant, he started avoiding them and refused to pick up their calls. He said that the Defendant also

locked up his place of business at No. 12, Oba Market Road, Benin City, Edo State, and started diverting the proceeds from the sales of goods in his shops.

He said that later, the Defendant started to threaten them by writing frivolous petitions against them to the Nigerian Police Force, Edo State Command.

He said that when the Defendant refused to repay the loan and accrued interest, they wrote him a demand letter dated 1<sup>st</sup> November 2021. The letter was admitted in evidence as Exhibit "C".

He said that upon receipt of the letter of demand, the Defendant instructed his Solicitor, P.O. Igiozee Esq. to write a response dated 3<sup>rd</sup> October 2021 wherein he requested for a meeting to enable them to reschedule the repayment plan. The solicitor's letter was admitted as Exhibit "D".

The witness stated that they wrote the Defendant another letter dated 9<sup>th</sup> November 2021 by which they notified him that the Temporary Overdraft Loan which then stood at N6, 692, 777. 35 (Six Million, Six Hundred and Ninety-Two Thousand, Seven Hundred and Seventy-Seven Naira, Thirty-Five Kobo) as at 9<sup>th</sup> of November 2021 had been transferred to the Classified Assets Management Department of the Claimant for recovery, and that the loan would continue to attract interest, until it is cleared by the Defendant. A photocopy of the letter dated 9<sup>th</sup> November 2021 was admitted as Exhibit "E".

He said that the Defendant issued a postdated cheque as collateral security for the loan. He said that following the Defendant's refusal to repay the loan, they paid in the Defendant's cheque No. 0063677501 dated 12<sup>th</sup> November, for the sum of N6, 677, 577. 35DR and same was returned with the words, "DAR"-Drawer's Attention Required endorsed on it. He said that the implication of this is that the Defendant issued a DUD Cheque, knowing that his account was not funded, which is an offence under the Dishonoured Cheques (Offences) Act. The original copies of the cheque and the teller No.25988487 with which they paid the cheque into the Defendant's account were admitted in evidence as Exhibits "F" and "F1" respectively.

The witness said that thereafter, they were constrained to institute this suit against the Defendant to seek redress.

Upon the conclusion of the evidence in chief of the C.W. 1, the suit was adjourned for cross examination and fresh hearing notice was served on the Defendant to enable him to come to Court to cross-examine the witness, but he failed to attend Court, so he was foreclosed from cross-examining the witness.

Thereafter, the Claimant closed their case, and the matter was adjourned for defence. Fresh hearing notice was again served on the Defendant, but he failed to

come to Court to defend the suit, so the Court foreclosed him and the matter was adjourned for final address.

In his final written address, the learned counsel for the Claimant, *Osadolor Okunkpolor Esq.* formulated a sole issue for determination as follows:

***“Whether the Claimant has proved its case on the balance of probabilities or the preponderance of evidence to be entitled to judgment.”***

Opening his arguments on the sole issue for determination, the learned counsel referred the court to the decision of the Court of Appeal in the case of *UNION HOMES SAVINGS & LOANS PLC & ANOR v. UBN (2022) LPELR-58242(CA) (Pp. 20 paras. B)* where they held that parties are bound by the terms of their contract and that the duty of the Court is to respect the sanctity of such contract.

He submitted that there is a banker/customer relationship in existence between the parties, and that from Exhibits A-E, the parties entered a loan transaction by way of an overdraft loan facility. He said that the Defendant accepted the offer of the overdraft loan facility, and utilized it so the Court is duty bound to enforce the contract which the Defendant clearly breached by refusing to repay the loan sum plus the accrued interest, even after the Claimant served him demand notices as per Exhibits C & E.

He said that the Claimant’s sole witness led copious oral evidence in paragraph 9 of his written statement on oath as to the interest rate which the parties agreed should govern the transaction as contained in Exhibit A, and which was also the Central Bank of Nigeria (CBN) approved interest rate. He said that he narrated how the loan sum grew to the sum of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo) only, being the unpaid principal sum and the accrued interest.

He said that the Defendant failed to defend the suit despite several hearing notices that were issued and served on him personally and on his counsel on record.

He referred to the decision of the Court of Appeal in the case of *KOFOWOROLA BABAJIDE ADEWUNMI & ANOR v. DAUD BIODUN AKINLOYE & ORS (2019) LPELR-50417(CA)* where the Court held that the duty of the court to create the environment for fair hearing does not include compelling a party to exercise his right to fair hearing.

He submitted that the Defendant, having failed to lead evidence in proof of his case despite being served with hearing notices, cannot turn around to complain of having been denied the right to be heard and he urged the Court to so hold. He

also relied on the case of ***AFRIBANK V. HOMELUX CONSTRUCTION CO. LTD & ANOR (2008) LPELR-9020(CA) (PP. 22 PARAS. A-D)***.

Learned counsel submitted that the failure of the Defendant to lead evidence in support of his statement of defence means that he has abandoned his pleadings, and accepted the evidence as adduced by the Claimant, and he urged the Court to so hold.

Sequel to the foregoing, he submitted that the Defendant has failed to discharge the onus to prove repayment of the loan which lies on him having admitted the receipt of the loan as shown in Exhibit E. For this proposition, he relied on the following cases: ***OKOLI V. MORECAB FINANCE (NIG.) LTD. (2007) ALL FWLR (Pt. 369) 1164, OYELADE v. FBN (2021) LPELR-56653(CA) (Pp. 32 paras*** and ***E DOYIN INVESTMENT (NIG) LTD & ANOR v. NDIC & ANOR (2021) LPELR-56772(CA)CA (39 paras. B)***.

Counsel referred the Court to the letter written by the Defendant's solicitor wherein he admitted liability to the Claimant in direct and clear terms.

He posited that it is trite law that banks such as the Claimant have the power to charge interest on loans, overdraft and other forms of loan advances and he relied on the case of ***OWENA MASS TRANSPORTATION CO. LTD v. ENTERPRISE BANK (2014) LPELR-22100(CA) (Pp. 30 paras. B)***.

He posited that the Claimant's sole witness led copious evidence to show how the sum being claimed was arrived at in line with decided cases. He relied on the case of ***BILANTE INTERNATIONAL LTD V N. D. I. C (2011) 15 NWLR (PART 1270) PAGE 1***.

He submitted that it is trite law that where an expiry date is fixed for a loan, the contract expires on the date, thus making failure to pay a breach of contract, whether or not demand had earlier been made and he relied on the case of ***AIB LTD V. IDS LTD (2012) 17 NWLR (PART 1328) PAGE 1, SC***.

He posited that the parties agreed that the loan was to expire on the 12<sup>th</sup> of October 2021 and that being so, the failure of the Defendant to repay the loan sum plus the accrued interest amounts to a breach of the contract.

Finally, on whether a court is entitled to act on unchallenged evidence, he relied on the following authorities: ***ONWUTA V. STATE OF LAGOS (Pp. 11 paras. B); OFORLETE V. THE STATE (2000) 7 SCNJ 162 at 179, 183*** and ***MAGAJI V. NIGERIA ARMY (2008) 8 NWLR PART 1089 p.338***. He urged the Court to act on the unchallenged evidence of the Claimant.

He urged the Court to resolve the sole issue in favour of the Claimant and grant the reliefs sought in the interest of justice.

I have carefully considered all the processes filed in this suit, together with the evidence led in the course of the hearing and the address of the learned Counsel for the Claimant.

As I have already observed, the Defendant did not put up any defence to this suit. Thus, the evidence of the Claimants remains unchallenged.

The position of the law is that evidence that is neither challenged nor debunked remains good and credible evidence which should be relied upon by the trial court, which has a duty to ascribe probative value to it. See the following decisions on the point: *Monkom vs. Odili (2010) 2 NWLR (Pt.1179) 419 at 442*; and *Kopek Construction Ltd. vs. Ekisola (2010) 3 NWLR (Pt.1182) 618 at 663*.

Furthermore, where the Claimant has adduced admissible evidence which is satisfactory in the context of the case, and none is available from the Defendant, the burden on the Claimant is lighter as the case will be decided upon a minimum of proof. See: *Adeleke vs. Iyanda (2001) 13 NWLR (Pt.729) 1at 23-24*.

However, notwithstanding the fact that the suit is undefended, the Court would only be bound by the unchallenged and uncontroverted evidence of the Claimant if it is cogent and credible. See: *Arewa Textiles Plc. vs. Finetex Ltd. (2003) 7 NWLR (Pt.819) 322 at 341*.

Even where the evidence is unchallenged, the trial court still has a duty to evaluate it and be satisfied that it is credible and sufficient to sustain the claim. See: *Gonzee (Nig.) Ltd. vs. Nigerian Educational Research and Development Council (2005) 13 NWLR (Pt.943) 634 at 650*.

Applying the foregoing principles, I will evaluate the evidence adduced by the Claimant to ascertain whether they are credible and sufficient to sustain the Claim.

I am of the view that the sole Issue for Determination in this suit is: ***whether the Claimant is entitled to the reliefs claimed in this suit.***

Essentially, the fulcrum of the Claimant's case is his claim for the sum of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo), being the unpaid principal sum, plus accrued interest on the Temporary Overdraft Loan which was advanced to the Defendant by the Claimant on the 13th of August 2021.

Like in all civil suits, the burden is on the Claimant to prove that the alleged overdraft facility was given to the Defendant and that the Defendant has defaulted on repayment.

It is settled law that the relationship existing between a bank and its customers is contractual. Therefore, both parties are bound by the terms of the contract. See the following cases: ***BANK OF THE NORTH LTD V. YAU (2001) LPELR 746(SC)***; ***MAINSTREET BANK LTD V JUUMANWIN NIGERIA LTD (2013) LPELR - 21855 (CA)***; ***ECOBANK V. ANCHORAGE LEISURES LTD & ORS (2018) LPELR - 45125 (SC)***; and ***ENTERPRISES BANK LTD V. ROLA OIL LTD & ORS (2019) LPELR-49427(CA) (PP. 41-42 PARAS. D)***.

It is settled law that in proof of the debt and accrual of interest charged on a loan, the bank, must place before the Court the Statement of Account or secondary evidence thereof. See the cases of ***OCEANIC BANK INTERNATIONAL PLC v. BROKENN AGRO ALLIED INDUSTRIES LTD. (2008) LPELR 4671*** and ***OLUREMI v. NEX LTD (2003) 5 NWLR (Pt. 812) PG. 1.***

Furthermore, the Defendant's obligation to pay interest on a debt must be strictly proved by evidence before the Claimant can be entitled to it. See the cases of ***INTERNATIONAL TRUST BANK PLC V. KANLAL HAIRU COU LTD (2006) 3 NWLR (PT. 968) PG. 443*** and ***OGUNTIMEHIN V. UNITY BANK PLC (2017) LPELR-43244(CA) (PP. 25-26 PARAS. E)***.

In the instant case, the Claimant led unchallenged evidence to show that by the Letter of Offer (Exhibit A) dated 6<sup>th</sup> of August 2021, the Claimant advanced the Defendant a Temporary Overdraft Loan of N6, 800, 000.00 (Six Million, Eight Hundred Thousand Naira) at an interest rate of 30% per annum floating and the Defendant accepted the offer.

The witness stated that the Temporary Overdraft Loan was set up on the 13th of August 2021 and was due to expire on the 12th of October 2021.

From the evidence adduced at the trial, upon the expiration of the Temporary Overdraft Loan on the said the 12th of October 2021 the Defendant failed to pay the loan, plus the accrued interest of the sum of N634, 002. 31 (Six Hundred and Thirty-Four Thousand, Two Naira and thirty-one Kobo). A certified true copy of the Defendant's statement of account No. 2034266089 to prove his indebtedness was admitted as Exhibit "B1".

The general principle is that a statement of account cannot, on its own, amount to sufficient proof to fix liability on the customer for the overall debt balance shown on the account. It is the duty of the Claimant to demonstrate through oral evidence given by an officer who is familiar with the accounts how the balance was reached. See the following cases on the point: ***AKINRINLOLA & ANR V.***

***ECOBANK (2021) LPELR-553342 (CA); LIMANI (NIG) ENTERPRISES LTD & ANOR V. UNION BANK (2016) LPELR-45505 (CA); and OGBOJA V. ACCESS BANK PLC (2015) LPELR-24821 (CA).***

In the instant case, the C.W.1 informed the Court that he is the Relationship Manager at the Claimant's Textile Mill Road branch, Benin City and that he was the official who booked the loan which gave rise to this suit by virtue of which he is very conversant with the loan account. The witness explained how they arrived at the sum of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo), being the unpaid principal sum plus the accrued interest on the Temporary Overdraft Loan.

Furthermore, it is trite law that in an action for the recovery of a debt the cause of action accrues upon demand for the payment of the debt. If no demand is made, a cause of action does not arise, and no action can be commenced. See the case of *Kolo v. F.B.N (2003) 3 NWLR (Pt. 806) 216*. See also the case of *Ishola v. S.G. Bank (1997) 2 NWLR (Pt. 488) 405 @ 422*. In the case of *Ishola (supra)*, the Supreme Court held that it is an implied term of the relationship between a banker and his customer that there should be no right of action until there has been a demand or notice given.

In the instant case, the Claimant made written demands to the Defendant to repay the outstanding loan with the accrued interest, but he failed to settle the loan. Two letters of demand were tendered and admitted in evidence as Exhibits "C" and "E".

Evidence was led to show that the Defendant issued a postdated cheque as collateral security for the loan and when the cheque was eventually lodged for payment there were no funds in the Defendant's account to settle the outstanding debt which stood at the sum of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo), being the unpaid principal sum plus accrued interest on the Temporary Overdraft Loan.

In the instant case, the Defendant did not deny taking the loan. As a matter of fact, in his response to the demand letters, the Defendant's counsel, in his reply (Exhibit "D"), admitted that the Defendant obtained the loan facility. It is settled law that where a person has admitted taking a loan, the onus of proving that such loan has been paid or the reason for the non-repayment of same, is on him. See the cases of *Macaulay v. NAL Merchant Bank Ltd (1990) 4 NWLR (Pt.144) P. 283 @ 308*; *Okoli v. Morecab Finance (Nig.) Ltd. (2002) All FWLR (pt. 369) p. 1164 @ 1184* and *GORKEENS LTD & ANOR V. ZENITH BANK (2017) LPELR-43170(CA) (PP. 26-27 PARAS. A)*.

In the instant suit, the Defendant did not lead any evidence to show that he had repaid the loan or the reason for non-payment of the outstanding loan with the accrued interest.

From the foregoing, I hold that the Claimant has led sufficient evidence to prove that the Defendant is indebted to the Claimant to the tune of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo), being the unpaid principal sum, plus accrued interest on the Temporary Overdraft Loan of N6, 800, 000. 00 (Six Million, Eight Hundred Thousand Naira) only, which was set up for the Defendant by the Claimant on 13th August 2021.

In this suit the Claimant is also claiming Pre-Judgment and Post-Judgment interest at the rate of 10% on the said sum of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo), from the date this suit was instituted, until judgment is delivered and from the date of judgment to when the judgment debt is liquidated by the Defendant.

The Claimant's claim for interest falls into two parts: pre-judgment and post judgment debt. A judgment debt is a debt or damage or other monetary award which has been pronounced upon by a Court of competent jurisdiction. It begins when the Court has pronounced its judgment in favour of the Claimant. Therefore, such interest are interest after adjudication and starts to run from the date of judgment. It cannot be from the date of accrual of action. The Supreme Court in the case of *EKWUNIFE V. WAYNE W/A/ LTD. 1989 5 NWLR (Pt. 122) 422* held per *Nnaemeka-Agu JSC* thus: ***"The power to award interest on a judgment debt rests on a different principle. It is at the discretion of the court to award it or not on pronouncing the judgment and with effect from that date... The power to award interest before judgment is based on statute or a right based on the common law or some equitable principle or contract. The nature of this interest makes it mandatory that before an award can be claimed, the facts in support must be pleaded and evidence led to support the claim. The rate of interest and date to calculate from should be led in evidence and clear.***

In the said case of *EKWUNIFE V. WAYNE (WEST AFRICA) LTD. 1989 supra*, the Supreme Court held that: ***"Interest may be claimed as a right where it is contemplated by the agreement between the parties, or under a mercantile custom, or under a principle of equity such as breach of a fiduciary relationship"***. In effect award of interest before judgment is delivered is not granted merely for asking. The guiding principle in respect of percentage of interest is the prevailing rate of bank interest. This calls for evidence establishing the rate. See also the case of *OLAM (NIG) LTD V. INTERCONTINENTAL BANK (2009) LPELR-8275(CA) (PP. 57-59 PARAS. A)*.

In the instant case, the Claimant is claiming pre-judgment interest at the rate of 10% on the sum N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo) only, from the date this suit was instituted, until judgment is delivered. They did not lead sufficient evidence to show the prevailing rate of interest within the date the suit was instituted until today. Furthermore, they have not shown the Court any statute or common law or some equitable principle or term of the loan contract that entitles them to claim the said 10% interest for the said period. I do not think their claim for pre-judgment interest has been proved.

The Claimant is also claiming post-judgment interest at the rate of 10% on the judgment sum of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo) from when judgment is delivered to when the judgment debt is liquidated by the Defendant.

In the case of *JALLCO V. OWONIBOYS (1995) 4 NWLR Pt. 391 Pg. 534*, the Supreme Court held that state laws provide for payment of interest on judgment debt. The issue here is post judgment interest which is usually provided for by the High Court Civil Procedure Rules of each State. See the case of *BERLIET NIG LTD V. KACHALLA (1995) 12 SCNJ 147*.

In Edo State, *Order 34 Rule 4 of the Edo State High Court (Civil Procedure Rules), 2018* provides as follows:

***“4. The Judge at the time of making any judgment or order or at any time afterwards, may direct the time within which the payment is to be made or other act is to be done, reckoned from the date of the judgment or order, or from some other point of time, as the Judge deems fit and may order interest at a rate not more than 20% per annum to be paid upon any judgment.”***

From the above provision of our Rules, the Court is empowered to award interest at a rate not more than 20% per annum to be paid upon any judgment. Thus, the Claimant’s claim for post-judgment interest at the rate of 10% from when judgment is delivered to when the judgment debt is liquidated by the Defendant is quite reasonable and should be granted.

On the whole, the Claimant’s claims substantially succeed, and the Claimant is granted the following reliefs:

- 1) A DECLARATION that the Defendant is indebted to the Claimant to the tune of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo) only, being the unpaid principal sum, plus accrued interest on the Temporary Overdraft Loan of N6, 800, 000. 00 (Six Million, Eight Hundred***

*Thousand Naira) only, which was set up for the Defendant by the Claimant on the 13<sup>th</sup> of August, 2021;*

- 2) AN ORDER that the Defendant pays the Claimant the sum of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo) only, being the unpaid principal sum, plus accrued interest on the Temporary Overdraft Loan of N6, 800, 000. 00 (Six Million, Eight Hundred Thousand Naira) only, which was set up for the Defendant by the Claimant on the 13<sup>th</sup> of August, 2021; and*
- 3) Post-judgment interest at the rate of 10% on the judgment sum of N7, 412, 664. 70 (Seven Million, Four Hundred and Twelve Thousand, Six Hundred and Sixty-Four Naira, Seventy Kobo) only, from when judgment is delivered, and the judgment debt is liquidated by the Defendant.*

*Costs of N200, 000.00 (Two Hundred Thousand Naira) is awarded to the Claimant.*

**P.A. AKHIHIERO**  
**JUDGE**  
**18 /03/2026**

**COUNSEL:**

*Osadolor Okunkpolor Esq-----Claimant.*

*Victor E. Ebonka Esq-----Defendant.*