

GOVERNMENT COLLEGE UMUAHIA

ANNEXURE A

ABIA STATE

A1

P.M.B 7005-UMUAHIA

Date:????

The Deputy Government
Deputy Governor Office
Abia State.

Through:

Hon. Comm. For Education
Ministry of Education
Abia State.

Attention: The Permanent Secretary
 Ministry of Education
 Abia State.

Sir,

DEPRIVATION OF ADMISSION INTO JSS ONE IN 2015/2016 ACADEMIC YEAR AND BALKANIZATION SALE OF GOVERNMENT COLLEGE LAND WITH REFERENCE TO REDELINEATION OF 1929 MAP BY A SET OF UNKNOWN PERSONS.

There are many State Government Colleges in the Federation as Old as 1929 when Government College, Umuahia came into existence. They include; Government College Owerri, Queens' College Enugu C.I.C Enugu, Kings' College Lagos, Hope Waddell Calabar, Baruwa College Zaria just to mention only a few:

These Colleges are never manned or managed by the Old Students, rather they make impacts by assisting the government infrastructurally. Indeed, Government College Umuahia should not be exempted by the dreams of few Old Students-who claim to have the mandate of hijacking the School from the government of Abia State.

Truly, the few that are indulged in the redelineation of the land have started disposing by sale of the areas they deemed not necessary. These buyers have also encroached without regards into the School farm land for this farming season and completely erected solid complex Story Blocks.

The PTA and the entire students' body will appreciate your visit to see things for yourself and to evaluate the integrity of these sets of Old Boys.

We are asking that you reinstate admission into JSS One (1) which has been the call and ultimate wish of Abia State Parents.

It would be pertinent to mention that since 2015/2016 session blocking of admission into JSS One (1), these sets of Old Boys have not shown up on the School Compound for any prove but only busy with the sale of School Land.

Finally, I plead that you look into the Original 1929 Map of the school which they have now remapped/destroyed.

2. Also look into the Re-Delineation, and
3. Sir, reinstate admission in JSS one (1) as no impact or evidence or readiness is shown by these Old Boys that claim they are representatives of the Old Boys Naturally ad internationally.

Thanks.

(Signed)

Onyemachi O.O.

Principal



All Correspondence to:

The National Secretary
48, Falolu Road,
Surulere, Lagos.
Tel: 0802 311 6024
Email: conswatch@yahoo.com

ANNEXURE B

National President
2F, Obasa Road, Off Oba Akran Avenue
Ikeja, Lagos.
Tel: 0803 671 0900
Email: danzenwa@yahoo.com

April 12, 2017

The Hon Commissioner,
Ministry of Education,
Abia State.

Dear Sir,

PRINCIPAL'S ASSAULT ON OLD BOYS OF GOVERNMENT COLLEGE, UMUAHIA.

We are in possession of a derogatory letter written and signed by Mr. O.O. Onyemachi, Principal, Government College Umuahia (GCU), which letter has gone viral in the social media. A verbatim copy of the letter, marked A1, downloaded from E-mail/WHATSAPP, is attached.

We make comments on the obnoxious letter under the subheads;

1. Idiocy and Fallacy exhibited by Mr. Onyemachi
2. College Land
3. Handover of College to Old Boys
4. Transition in Progress
5. Disloyal Civil Servant

1. Idiocy and Fallacy exhibited by Mr. Onyemachi:

Mr. Onyemachi's letter was carelessly written, loaded with grammatical errors, and totally devoid of even the minimum requirements expected of a man in his exalted position writing to government functionaries. His boss in the Ministry of Education is the Permanent Secretary whom he chooses to ignore. Some of the obviously avoidable errors and blunders that we observed include *inter alia*:

- 1.1 Deputy Government, instead of Deputy Governor
- 1.2 Governor Office, instead of Governor's Office
- 1.3 Use of the words "Balkanization Sale" in the title of letter is bad English
- 1.4 (In about the fifth paragraph) misuse of "prove"
- 1.5 Inappropriate formatting of conclusion of letter
- 1.6 In first paragraph, "as old as 1929"- a misnomer
- 1.7 Government College, Owerri, instead of Government Secondary School, Owerri.
- 1.8 Queens' College Enugu instead of Queen's School Enugu
- 1.9 Hope Waddel instead of Hope Waddel
- 1.10 Baruwa instead of Barewa
- 1.11 The six schools mentioned are not in peer group with GCU. Only King's College Lagos and Hope Waddel Calabar were built before GCU.

Mr. Onyemachis letter, if written in WAEC English Language Paper, will be graded F9, The writer is of low IQ, The letter portrays Mr. Onyemachi as an incompetent Teacher, nay Principal, in a school like GCU. He is an image of the debilitating factors that have brought education to the decline in our secondary schools. He is not a model, or material, to head an institution. And for him to have delivered that disgraceful letter, without editing it, to Government functionaries, leaves his administrative acumen a lot to be desired.

2. **College Land:** During the first meeting of the undersigned (myself) with the Principal after assuming Presidency of Government College Umuahia Old Boys Association in 2013, I asked for a copy of the Deed Survey Plan of the College. He told me there was none. To his credit, the Principal went to National Archives, Enugu and obtained a Survey Plan (marked A2) of the 1929 Acquisition for the College. Data in the plan were incomplete, and I resolved to make the best of it

Incidentally, I am a Chartered Surveyor of the Royal Institution of Chartered Surveyors, London, and a Registered Surveyor under the Nigerian Institution of Surveyors (NIS) and Surveyors Registration Council of Nigeria (SURCON). I have enjoyed a successful and lucrative professional practice since 1973, under my firm, Danz Surveys & Consultants. I am an authority in the profession, nationally and internationally. Also, I had a stint as an Honourable Member of the House of Representatives.

I used my expertise to interpret the 1929 Survey Plan, and came up with a data-revised Plan (marked A3) which gave the area of the acquisition as 121 hectares (approximately 300 acres). I acquired a Google Satellite Imagery covering the College, and juxtaposed the revised plan on it to obtain the new Plan (marked A4). Discernable on the Plan were encroachments, southerly by Abia State University Annex occupying about 23 hectares, and northerly by unauthorized developers who had built houses on about 8 hectares of the College Property. Some Government/Army development westwards, has taken about 1 hectare.

In October 2015, I spent 10 days at the College to determine the boundaries of the acquisition. As none of the 21 Property Survey Beacons of the 1929 Plan was in existence, I had to use GPS (Global Positioning System) Instrument to approximately re-establish the old boundary corners.

We needed a Survey Plan, in our desire to apply for, and obtain, Certificate of Occupancy (C-of-O) for the College, possibly to embrace the entire 1929 acquisition.

I consulted with the Surveyor-General of the State, and he was gracious to have accompanied me for site inspection. Moreover, he would have to sign the ensuing survey plan to qualify for C-of-O. He counseled that if I did not excise the encroachments, the College would face litigations which could take years to resolve; processing for the issuance of C-of-O would be jeopardized.

Under Doctrine of Necessity; "What I have, I hold", I had to acquiesce in the Surveyor-General's advice. We demarcated and surveyed what was left for us, and the resultant Plan is

marked AS with this plan, we were able to obtain the C-of-O of the College, Both the Deed Plan and C-of-O were given to the Principal for his own records.

Dr. E.C Ibe, Co-ordinator of the College Restoration, had a running battle with the authorities of Abia State University Annex in determining the upper boundary of their encroachment. It was also with the help and intervention of the Surveyor-General that the *impasse* was resolved.

Dr. Ibe is an intellectual, role-model, a seasoned technocrat, a graduate with a D.Sc in Chemical Engineering from the world's most renowned technological University (MIT). He is a retired executive from the NNPC, and since retirement, has been teaching at FUTO, Owerri. He has, without counting the cost, been devoting his time, energy and money towards realizing this joint dream of both Abia State Govt. and GCU Old Boys, on Restoration of GCU. He has made it a cardinal policy to always inform you, the Hon. Commissioner, Sir, and be available to answer any calls you have made, on GCU Restoration. He has never neglected to inform the Principal of developments.

Dr. Ibe and myself are the only Old Boys who have been involved in the demarcation for the survey of the College land. Luckily, the Surveyor-General of the state was a witness in the whole exercise. The Principal has written his letter accusing "Old Boys indulged in the redelineation of the land, have started disposing by sale of the areas they deemed not necessary" and "only busy with the sale of School Land" Definitely his aspersion is cast on Dr. Ibe and myself. We are major stakeholders in the affairs of GCU, and both of us have, with zeal and zest, been sacrificing to ensure achievement of our goal. It is criminal to sell College land without authority. History has it that no GCU Old Boy has ever been convicted for a criminal offence History also has it that no Registered Surveyor has ever been convicted for any criminal offence, neither do Surveyors ever short-change their clients. I wonder why Mr. Onyemachi should be disseminating false information, and blatant lies and accusations on Dr. Ibe or myself. None of us can ever stoop so low to surreptitiously sell College land. Mr. Onyemachi is just childish, mean and mischievous, as he is defaming our character.

We employed a private Surveyor to carry out the Deed Survey. The resultant Plan was signed by the Surveyor-General, and we came up with an area of 89.2 hectares for the revised College Acquisition. With the new Deed Plan, we applied for Certificate of Occupancy, which by grace of the Governor of the State, was granted to us. This is the genesis of the discrepancy of boundaries *vis-à-vis* 1929 Acquisition and the 2015 Deed Plan for the C-of-O.

3. Handover of the College to Old Boys:

Since the end of the Nigerian Civil War, GCU Old Boys in Nigeria and in the Diaspora, have been rehabilitating the dilapidated infrastructure in the College: Drilling boreholes for water supply, Bus purchase, Refurbishing AD Block, Assembly Hall, Dining Hall, Dormitories etc. This has been consistent until 2012 when Old Boys mulled the idea of assisting the State Government by taking over the managing, running and funding of the College, in line with Government Policy of handing-over of Colleges to original owners: Missions and Voluntary Agencies.

We set up a Restoration Committee in Nov. 2012, with Dr. Okechukwu Enelamah (now Hon. Minister of Industry, Trade & Investment) as Chairman. Membership included a representative of the GCUOBA (US Chapter), who flew in regularly for meetings. The Committee made world-wide educational consultations at African Leadership Academy, Johannesburg, and the world-famous McKinsey of South Africa, Lagos-based Global International College and

Corona Schools Trust Council, and international Management Consultants. In the course of the Feasibility Study, an expert from McKinsey visited Nigeria, met GCU, and the State Ministry of Education at Umuahia. The Committee spent over N10m in the exercise. The various Consultants and our own GCU experts synergized to produce a "Blue Print" on "Take-over of a State School".

Formal presentation of the "Blue Print" by the Old Boys was made to the Governor of Abia State on June 10, 2014, and in attendance were 20 prominent Old Boys from across the country, members of the State Executive Council and State Legislature. On July 21, 2014, a Memorandum of Understanding was signed between the Government of Abia State and GCUOBA, with the attendance of a galaxy of personalities as at the presentation of the "Blue Print".

After all due deliberation and consideration by the Government of Abia State, the Governor, on behalf of the State, and the President of GCUOBA on behalf of Old Boys, signed a Deed of Trust on December 22, 2014, ceding the College to Fisher Educational Development Trust (FEDT), to manage, run and fund.

On July 31, 2015 the Board of Trustees of FEDT held a meeting with the new Governor of Abia State, Dr. Okezie Ikpeazu at Government House. The Governor expressed solidarity and assured the Old Boys of maximum co-operation with the Trust. Specifically he said that he was ready to sign the C-of-O whenever it got to his desk. He did exactly that. Does this mean that Mr. Onyemachi, who is also a Trade Unionist, should be declaring war on the same Ministry that feeds him? Can we honestly expect progress from a Principal who has declared that he is against us?

4. **Transition in progress:**

4.1 **Stoppage of Admissions:**

Hon. Commissioner, Sir, we made our case known to you and argued why we cannot make much progress in rehabilitation of the School while the School was in progress. We agreed that the Junior School should first be phased out before the new students will come in. We thank you for accepting and ordering stoppage of fresh admissions starting from May 2016. We want to bring in on merit, students, new and young teachers whom we plan to retrain. This goes against the very ambitions of Mr. Onyemachi, the Trade Unionist. Our new students will come in in September 2019 after Entrance Exams to be conducted nationwide and in London and Washington next year. Our target is to beat Loyola, Abuja. Abia State will have the best Secondary School soon and will also be in good stead to accept products from the new Primary Schools your Ministry is designing. We will remain partners in progress.

4.2 **Fund Raising:**

We could not begin to raise meaningful funds without showing our benefactors a C-of-O. We now have that, thanks to Governor Ikpeazu. With this C-of-O, Fisher Educational Development Trust has gone about raising funds first from the Old Boys themselves. Our initial target of N100 million has been surpassed. It is instructive to know that Old boys like the 95-year old poet Gabriel Okara from Bayelsa State, 84-year old Prof Beredugo from Bayelsa State, old Teacher like N P Iloje (famous author of Geography books) etc are all in this band-wagon. The incentive is that a new GCU is being born. No place for pocket-driven Principals. We want to recreate Fisher again. Our Old Boys in the diaspora are vanguards of this effort. Our target of N1 billion is next in line and we are sure to meet it. Only last week, an Old Boy had committed himself to \$50,000.

4.3 **Physical Master Plan:**

Hon. Commissioner, Sir, we have shown you some of the new designs for GCU. The complete Master Plan designed by a team of Architects whom we brought to your Office, have finished their work. Fisher Educational Development Trust, legal owners of GCU, are now canvassing for donations for these buildings and facilities from corporate bodies, Old Boys and interested friends. Any delay was necessitated by the time required to develop a Master Plan. Mr. Onyemachi may be more interested in buildings without plans. GCU is not, and will not, be reduced to ghetto school.

Our bulldozers will swing into action in a few weeks time and we hope that Mr. Onyemachi, if he is still the Principal will co-operate before his scheduled retirement.

4.4 **Recruitment:**

FEDT has recruited a Chief Executive Officer who starts work May 1, 2017. Dr. Ibe has pledged to support this young man to navigate any treacherous waters.. FEDT has already advertised worldwide for a Principal. We plan to introduce each of them to you and your officials as they resume. The commitment of FEDT and the Old Boys to the restoration of GCU is total

4.5 **Accommodation:**

It is intended that all students in GCU will compulsorily live in the College as boarders. The academic and non-academic staff will also be accommodated in the College premises.

5. **Disloyal Civil Servant:**

From inferences, Mr. Onyemachi has made accusations that both Dr. Ibe and myself have been selling GCU land. Please set up an inquiry, or ask your colleague, the Hon Commissioner for Lands & Survey to set up an inquiry as to who is behind this devilish scheme.

Reference Mr. Onyemachi's letter, he has betrayed himself as archaic, of low mentality, and lacking in integrity and in intellect

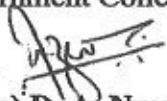
The essence of the "take over" by Old Boys is to replicate the past stellar achievements of the College, and also place it systematically in sync with contemporary educational know-how. Mr. Onyemachi's call for repudiation of the "take-over" is retrogressive, and unbecoming of any proficient educationist.

Going through history, we are *primus inter pires* (first among equals) if not indeed *nonpareil* among the Secondary Schools in the entire country. Old Boys of several Secondary Schools in the country are already consulting us for *modus operandi* with the view to "take-over". An interesting reading is the lamentation of Government College Ibadan in an article, marked A6, attached.

Should Mr. Onyemachi, a Civil Servant, challenge a major policy adopted by the Government of Abia State in handing over GCU to FEDT, and at the same time accusing us of hijacking the College, and raining insults on Old Boys of Government College Umuahia?

With best regards,

Yours faithfully,
For: Government College Umuahia Old Boys Association


Surv (Hon) D. A. Nzenwa
(National President)

Copies: The Deputy Governor, Abia State
 The Permanent Secretary, Ministry of Education Abia State,
 The Surveyor General, Abia State
 The Hon. Commissioner, Lands & Survey, Abia State.
 The Principal Government College Umuahia
 The Chairman, FEDT
 The Vice Chairman FEDT
 The Executive Secretary FEDT

ANNEXURE C

April 10, 2017

The Honorable Commissioner
Ministry of Education
Abia State
Umuahia.

Dear Sir,

**RESPONSE AND REPUDIATION TO AN OBNOXIOUS LETTER FROM ONYEMACHI O.O.,
PRINCIPAL, GOVERNMENT COLLEGE, UMUAHIA.**

We write to express our outrage and disappointment at the unwarranted attack on the officers of GCU Old Boys' Association and the Board of the Fisher Educational Development Trust by the Principal of GCU, Chief O.O.Onyemachi. We have recently become aware of an undated letter (copy attached), done in bad faith by the above named wherein he maligned the reputation of distinguished Old Boys of the College.

We would have ignored the letter but for the need to prevent misinformation and such invidious insinuations from contaminating the public space. The letter, to say the least is disrespectful and a gratuitous insult to the Abia State government and the Old Boys in general.

In the letter, Chief Onyemachi levied various accusations at people he refused to name. He also failed to provide any evidence whatsoever to support his claims. This is reckless, dangerous, unbecoming and he will be held to account. If this letter is an attempt to divert attention from fresh reports we are getting of internal collusion with land grabbers, it has failed woefully. The Board of the Fisher Trust will not spare anybody who trespasses on whatever belongs to Government College Umuahia.

This is a Trust that is working very hard to restore GCU and its facilities and bring it to a point where it will begin to generate excellence again. The Old Boys Association worldwide through the Fisher Trust has spent time, energy and enormous resources to carefully plan out a new developmental pattern to restore and manage the school in a sustainable way. So much progress has been made and we are at doorstep of physical rehabilitation.

Fisher Trust has faithfully pursued its mandate and is in step with its restoration agenda and timetable despite the difficult economic environment. Very recently, it concluded the following: -

1. It constituted a high quality technical team of Architects, Engineers, Surveyors and Town Planners to design the Masterplan of the new GCU.
2. The Phase 1 Masterplan which covers the academic area, the Houses (Dormitories), internal roads and walkways, park and allied facilities is ready.

3. The Board has reviewed and approved the Phase 1 Masterplan for implementation.
4. A CEO that will oversee the different streams of work has been engaged and will assume duty on May 1st, 2017. Then construction starts.
5. The Board has already designated 2017 as the Year of Implementation.

On stoppage of admissions into JSS 1, one of the chief reasons is to free up space for the facility restoration phase to commence. First the JSS classes and later the SSS classes with as little disruptions to the students' studies as possible

On encroachment, the worst affected area is the Northern border behind the Principal's house. Despite promises to inform the Board of any infractions on the premises, the Principal has never written nor called the Board once to complain or draw attention.

Chief Onyemachi has always been carried along in what the Old Boys are doing to restore the College. He attends our annual Homecomings at the College and interacts with Old Boys. He has the phone numbers and contacts of officers of the Trust and the Implementer on ground, Dr. Eugene C. Ibe who he sees every other week. We do not interfere with his work or the functioning of the school as it is. Instead the Old Boys try to assist with whatever they can even now.

It is a grievous act of mischief to attempt to impugn the integrity of officers of GCUOBA and Fisher Trust who are not just distinguished Old Boys but accomplished personalities and first class Nigerians in every material particular.

These make it repugnant to work with such a person. An agent of the government working against the decisions of the government he serves is a great disservice, in fact an act of rebellion. A man carried along feigning ignorance brings to the fore if he is a fit and proper person to remain as Principal of that College. He should be called to order and stopped from spreading rumors, causing disaffection and bad blood.

The Honorable Commissioner
Ministry of Education
Page 3
April 10, 2017

The noble example by the passionate Old Boys of GCU to restore their College has created a buzz and is attracting needed attention to the education sector. At the last count, over ten Legacy Schools in Nigeria have approached us to copy our example. These include: -

- Govt. College, Ibadan, Oyo State. (Prof. Wole Soyinka's school).
- Govt. College, Ughelli, Delta State.
- Baruwa College Zaria, Kaduna State.
- Kings' College, Lagos, Lagos State.
- Govt. College, Keffi, Nassarawa State among others.

Restoration of Government College Umuahia Project has mobilized and attracted support from Umuahians in all the states of the South East and South South. It is the single biggest educational project in Secondary education in Nigeria and will affect positively the economic and employment fortunes of its environment. We consider the Principal's attitude inimical to progress and should be checked. We demand an unreserved apology and an immediate retraction from Chief Onyemachi.

We thank you and give you assurance of our best regards.

For: Fisher Trust



Dr. Okwesilieze Nwodo
Chairman.

Cc:
The Permanent Secretary, Ministry of Education

Honorable Commissioner of Lands.

Honorable Commissioner of Mineral Resources

Chief of Staff to the Governor.



9th June 2020

ANNEXURE D

Barr. A.O. Ugwa Esqr.
Umuahia, Abia State.

Dear Barr. Ugwa,

LETTER OF INSTRUCTION

The Fisher Educational Development Trust has noticed encroachments on the land of Government College Umuahia, most especially around the northern border. The particular area the encroachment occurs is behind the Principal's house and runs along that corridor into the school farm area. We are desirous of putting a stop to these encroachments and illegal trespasses.

We hereby instruct you to act on our behalf by taking immediate steps to file a suit to recover any encroached portion of GCU land and ward off the trespassers.

Please find attached copies of the following documents.

- MOU with the Abia State Government.
- Trust Deed with the Abia State Government.
- Certificate of Occupancy from Abia State Government.

We look forward to your prompt action on this. We thank you and give you the assurances of our best regards.

For: Fisher Educational Development Trust

HE Dr. Okwesileze Nwodo
Chairman, Board of Trustees

ANNEXURE E

Memorandum on the adequacy of the draft originating processes prepared by G.U Akobueze & Co. re proposed suit against squatters on the Government College Umuahia land

1. Background

- 1.1 Following the directive of the Chairman of the Board of Trustees of Fisher Educational Development Trust, the law firm of G.U Akobueze & Co. (“firm”) shared with us for review the draft originating processes the firm prepared (“draft originating processes”) in respect of a proposed suit (“proposed suit”) against squatters on land belonging to Government College Umuahia (“Land”) to recover possession of parts of the Land illegally occupied by squatters. The firm prepared the draft originating processes pursuant to Order 54 of the Abia State High Court (Practice and Procedure) Rules 2021 (“Rules”), which provides for “summary proceedings for possession of landed property occupied by squatters or without the owner’s consent”.
- 1.2 We have reviewed the suite of processes that constitute the draft originating processes, namely the (a) draft originating summons, (b) draft affidavit in support of the originating summons, and (c) draft written address in support of the originating summons. We have therefore provided below our opinion on the draft originating processes for the proposed suit.

2. Questions for consideration

- 2.1 We have considered in this memorandum the following issues:
- (a) Whether the claimants specified on the draft originating processes may validly commence the proposed suit.
 - (b) Whether the defendants specified on the draft originating processes are within the category of persons against whom the proposed suit could be commenced.
 - (c) Whether the reliefs stated on the draft originating summons are grantable in the proposed suit.
 - (d) Whether the draft originating processes comply with the provisions of the law for the purpose of the proposed suit.

Whether the claimants as specified on the draft originating processes could commence the proposed suit

- 2.2 We are of the opinion that the claimants specified on the draft originating processes are incapable of instituting the proposed suit because none of them is a juristic person capable of suing or being sued in its name.
- 2.3 Whilst the trustees of each of the claimants are registered as a corporate body under the law with the legal capacity to, amongst others, sue and be sued in its corporate name, the claimants themselves (as expressed on the originating processes) are not registered. It is therefore the registered or incorporated trustees (“incorporated trustees”) of each of the claimants that has the legal capacity to sue and be sued as envisaged by law,¹ and not the claimants simpliciter. Hence, the incorporated trustees of each of the claimants are the only persons that may competently commence the proposed suit.

¹ Companies and Allied Matters Act 2020, section 830(c).

2.4 Accordingly, the names of the claimants on the originating processes are required by law to have the prefix “Incorporated Trustees of”² to be clothed with the legal capacity to institute the proposed suit. In *T.R.T.C.L v Sherriff*³ the Court of Appeal held, among others, as follows:

“There is no gainsaying the fact that the primary purports of the foregoing provision of the 1990 Act⁴ are the need for registration of religious body among other designated bodies⁵ by the Corporate Affairs Commission. Upon such registration, the religious body shall be known and addressed with the prefix “Incorporated Trustees of”The plaintiff, however, in the course of protecting itself from a seeming infringement of its corporate name apparently veered off the name “Incorporated Trustees of the Church of the Lord (Aladura)” and held steadfastly to the title “The Church of the Lord (Aladura) which has no legal status to simpliciter is [sic] devoid all attributes of a corporate body... the name or title “The Church of the Lord (Aladura)” is at large...”

2.5 Notwithstanding the foregoing, it is however our opinion that the 1st claimant, either as specified on the originating processes or as “Incorporated Trustees of Government College Umuahia Old Boys Association” (“Incorporated Trustees of GCUOBA”), would not be able to maintain the proposed suit. This is because it has no legal right over, or sufficient interest in (“standing to sue” or “locus standi”), the Land the subject matter of the proposed suit⁶; and the existence of locus standi is a condition precedent for the determination of a suit on the merit.⁷ In other words, the 1st claimant, even if specified on the originating processes as Incorporated Trustees of GCUOBA, slacks the locus standi to commence the proposed suit. Because the 1st claimant or Incorporated Trustees of GCUOBA does not have locus standi to bring or maintain the proposed suit

2.6 We say this because by the Deed of Trust made on 22 December 2014 between the Government of Abia State of Nigeria (“Government”), Incorporated Trustees of The Fisher Education Development Trust (“Incorporated Trustees of FEDT”) and the 1st claimant through its authorised representatives (“Trust Deed”), the Government irrevocably assigned/transferred the entire legal interest and rights over the Land to Incorporated Trustees of FEDT (not the 1st claimant or Incorporated Trustees of GCUOBA). And this is the reason the Governor of Abia State did not issue the right of occupancy over the Land (and certificate of occupancy over in which the right of occupancy is evidenced) to the Land to 1st claimant or Incorporated Trustees of GCUOBA i by way of a certificate of occupancy granted by the Governor of Abia State over the Land.⁸

2.7 In the result, we conclude that only Incorporated Trustees of FEDT (a) has legal right over, and sufficient interest in, the Land, and (b) can competently commence and maintain the proposed suit against squatters on the Land. Should the firm file the suit with the 1st claimant as a party, the

² By section 825(1)(a) of the Companies and Allied Matters Act 2020, an application for the registration of trustees as a corporate body shall state the name of the proposed corporate body, which must contain the words “Incorporated Trustees of”.

³ (2000) 15NWLR (Pt. 689)165.

⁴ The provision on which this decision is based is the same with the provision of Companies and Allied Matters Act 2020.

⁵ These other designated bodies include associations/organisations, such as the claimants in the proposed suit.

⁶ *Momoh v. Olotu* (1970) 1 All NLR 117.

⁷ *Owodunni v. Registered Trustees of C.C.C* (2000) 6 SC (Pt.111) 60.

⁸ Trust Deed, para. 2.3(a).

defendants will gain an early cheap victory by successfully applying to the court to strike it out as a party to the suit for lack of standing to sue.

Whether the defendants specified on the draft originating processes are within the category of persons against whom the proposed suit could be commenced pursuant to Order 54 of the Rules

- 2.8 By Order 54, rule 1 of the Rules, the proposed suit may be commenced only against a person occupying the Land, excluding (a) a tenant, (b) a tenant holding over after termination of his tenancy, (c) a licensee of the owner of the Land, or (d) a person who had the consent of the predecessor in title of the person who is entitled to possession of the Land.
- 2.9 But except the 1st defendant wrongly described as “unknown encroachers” (contrary to the expression on Form 38 of the Rules (“Form 38”) requiring an unknown defendant to be described on the relevant originating processes as “the occupier”), none of the defendants specified on the draft originating processes is on the Land as an “occupier”. This therefore means that none of them is within the category of persons against whom the proposed suit could be commenced under Order 54.

Whether the reliefs stated on the draft originating summons are grantable in the proposed suit

- 2.10 Further, we are also of the opinion that the reliefs stated on the draft origination summons are not grantable in the proposed suit pursuant to Order 54 of the Rules. This is because by Order 54, rule 1 of the Rules and Form 38 the only relief that is grantable in a suit commenced pursuant to Order 54 of the Rules an order for recovery of possession of the Land. But the reliefs stated on the originating summons are declaratory and injunctive reliefs (except relief “d”), which are not permitted reliefs under Order 54 of the Rules. And to the extent that all the reliefs stated on the draft originating summons (including relief “d”) relate to all the defendants specified on the draft originating processes (including the said defendants against whom the proposed suit cannot be commenced), it is our view that the reliefs are incompetent and none of them is grantable in the circumstance.

Whether the draft originating processes comply with the provisions of the law for the purpose of the proposed suit

- 2.11 We are also of the view that the draft originating processes do not comply with the provisions of the law for the purpose of the proposed suit.
- 2.12 First, the draft originating summons does not comply with Form 38 as required by Order 54, rule 2 of the Rules. And the draft affidavit in support of the originating summons does not contains all the facts required by Order 54, rule 3 of the Rules to be stated in the draft affidavit. For instance, there is no fact in the draft affidavit to the effect that the occupiers of the Land are without licence or consent, and that the claimants do not know the names of the unnamed defendants.
- 2.13 Meanwhile, we note that the draft affidavit is contains hearsay evidence. Example is paragraph 13 thereof in which it is stated that “information got to the claimants that some members of the public were encroaching on its land and equally building on it”.
- 2.14 Again, 2 persons are intended to depose to the draft affidavit, whereas only 1 person is intended to sign the affidavit – without the name of the specific deponent who is to sign the draft affidavit

written in the jurat to the affidavit. Indeed, whilst 2 or more persons can depose to an affidavit,⁹ their several names are required by law to be written in the jurat to the affidavit, and it must appear by the jurat that each of them has been sworn to the truth of the several matters stated by them in the affidavit.¹⁰ However, our opinion is that that one person should depose to any affidavit prepared for the purpose suit because it is needless for 2 persons to depose to such an affidavit in the circumstances of this suit.

2.15 Finally, we have also noted that the draft originating summons is also supported with a draft written address. But Order 54 of the Rules under which the proposed suit is intended to be filed does not provide for filing of a written address.

3. Conclusion

3.1 In the final analysis, we conclude that –

- (a) The claimants as specified on the draft originating processes are incapable of instituting the proposed suit because none of them is a juristic person.
- (b) Only the Incorporated Trustees of FEDT can competently institute the proposed suit.
- (c) The 1st claimant either as specified on the draft originating processes, or as Incorporated Trustees of GCUOBA, lacks the locus standi to commence and maintain the proposed suit. The court will therefore strike it out as a party to the suit on the application of the defendants or any of them. The 1st claimant (or technically Incorporated Trustees of GCUOBA) or indeed any old boy of Government College Umuahia should be encouraged to support the Incorporated Trustees of FEDT to commence, maintain and prosecute a suit to evict all trespassers on the Land.
- (d) Except the 1st defendant wrongly described as “unknown encroachers”, none of the defendants is within the category of persons against whom the proposed suit may be commenced pursuant to Order 54 of the Rules.
- (e) The reliefs set out on the draft originating summons are not grantable in the proposed suit under Order 54 of the Rules.
- (f) The draft originating processes do not comply with the provisions of the law for the purpose of the proposed suit as provided under Order 54 of the Rules.

3.2 We should be pleased to provide any clarification you may require on this.

For: Ikeyi Shittu & Co.

⁹ *C.B.N v Hydro Air PTY Ltd.* (2014) 16 NWLR (Pt 1434) 482; *Omerede v Eleazu* (1991) 4 NWLR (Pt 183) 65.

¹⁰ Evidence Act, section 119(4).

File **Message** Help

RE: Eviction of occupiers of land belonging to GCU



**Nduka Ikeyi**

To okwynwodo@yahoo.co.uk

Cc okey.enelamah@gmail.com; Reginald Ihejiahi; emekaifez@yahoo.co.uk; GCU - Emeka IFEZULIKE; Okey Eneli; Obisike Oji; Gift Ejimofor; Destiny Chukwu; Oscar Onyenwe



Thu 3/9/2023 5:01 PM

 FEDT v. Occupiers - Originating processes (09032023).docx
45 KB Akobueze - FORM 38 high court corrected.docx
56 KB FEDT - Memo re draft originating processes for proposed suit (09032023).pdf
103 KB

Your Excellency,

Greeting. Please find transmitted herewith the draft of the suit to be filed by FEDT against the trespassers on land belong to Government College Umuahia and vested in FEDT as trustee. Also attached to this email is our memo on the draft suite of court papers, which Mr. G.U. Akobueze sent to us at your instance. (We have also attached the draft suite of court papers for ease of reference.)

We do not yet have the name of any of the trespassers. We have also not yet received (a) a certified true copy of the deed of trust, and (b) dispute survey plan that shows the specific portion of the land occupied by each trespasser (which should ideally be attached to the affidavit as an exhibit). We may nevertheless file the suit as presently constituted – and provide additional evidence by way of further affidavit. And if any of the occupiers asserts a claim of right, the suit may be tried under a different procedure.

Best regards,

Nduka Ikeyi

Ikeyi Shittu & Co.

Barristers & Solicitors

Mobile: +234 803 403 5581

Skype: nduka.ikeyi

www.ikeyishittuco.com

Activate Windows
Go to Settings to activate Windows.

ANNEXURE F

258

Abia State High Court (Practice And Procedure) Rules 2021

FORM 38

Originating Summons for Possession (O.54, r.2)

In the High Court of Abia State

In the.....Judicial Division

Suit no.....

Between:

A.B.....Claimant

And

C.D., EF., And

G.H.....Defendants

(if any) whose name is know to the Claimant or the Occuiper (if name not known)

To (C.D and) every (other) person in occupation of.....
Let all persons concerned attend before.....at the
High Court of the Abia State in the.....Judicial Division on the.....day
of.....20.....at 9 O'clock in the forenoon for the hearing of an
application by AB for an order that he do recover possession of.....On the
ground that he is entitled to possession and that the person(s) in occupation is (are) in occupation
without his licence or consent.

DATED theday of.....20.....

This Summons was taken out by.....of.....
Legal Practitioner for the said Claimant whose address is..... (or this Summons was
taken out by.....of.....for.....of.....Legal Practitioner for the said Claimant
whose address is) (or when the Claimant acts in person).

This Summons was taken out by the said Claimant who resides at.....and is (state
occupation) and (if the Claimant does not reside within the jurisdiction) whose address for service
is.....

Note:- Any person occupying the premises who is not named as a defendant by this Summons may
apply to the Court personally or by Legal Practitioner to be joined as Defendant. If a person
occupying the premises does not attend personally or by Legal Practitioner at the time and place
above-mentioned, such order will be made as the Court may think just and expedient.

ANNEXURE G

ORDER 54 SUMMARY PROCEEDINGS FOR POSSESSION OF LANDED PROPERTY OCCUPIED BY SQUATTERS OR WITHOUT THE OWNER'S CONSENT

- | | | |
|----|---|--|
| 1. | (1) This Order shall not apply where the person in occupation of land is:
(a) a tenant; or
(b) a tenant holding over after termination of his tenancy; or
(c) a licensee of the owner or person entitled to possession; or
(d) a person who had the consent of the predecessor in title of the person who is entitled to possession.

(2) Where a person claims possession of land which he alleges is occupied solely by a person not listed in Sub-Rule (1) above, proceedings may be brought by Originating Summons in accordance with the provisions of this Order. | Application of this order. |
| 2. | The Originating Summons shall be in Form 38 and no acknowledgement of service shall be required. | Procedure to be brought by Originating Summons.
Civil Form 38 in Appendix |
| 3. | The Claimant shall file in support of the Originating Summons an affidavit stating:
(a) his interest in the land;
(b) the circumstances in which the land has been occupied without license or consent and in which his claim to possession arises; and
(c) that he does not know the name of any person occupying the land who is not named in the summons. | Service of Originating Summons |
| 4. | (1) Where any person in occupation of the land is named in the Originating Summons, the summons together with a copy of the affidavit in support shall be served on him:

(a) personally or in accordance with Order 7, Rule 1, Sub-Rule 3; or
(b) by leaving a copy of the summons and of the affidavit or sending them to him at the premises; or
(c) in such other manner as the Judge may direct.

(2) The summons shall, in addition to being served on the named Defendants, if any, in accordance with Sub-Rule 1 of this Rule, be served, unless the Judge otherwise directs, by: | Affidavit in support |

- (a) affixing a copy of the summons and a copy of the affidavit to the main door or other conspicuous part of the premises; and if practicable, inserting through the letter box at the premises, a copy of the summons and a copy of the affidavit enclosed in a sealed envelope addressed to "the occupiers".
- (b) placing stakes in the ground at conspicuous parts of the occupied land, to each of which shall be affixed a sealed transparent envelope addressed to "the Occupiers" and containing a copy of the summons and a copy of the affidavit.

(3) Every copy of an Originating Summons for service under Sub-Rule 1 or 2 of this Rule shall be sealed with the seal of the Court out of which the summons was issued.

- 5. Without prejudice to Rule 15 of Order 13, any person not named as a Defendant who is in occupation of the land and wishes to be heard on the question whether an order for possession should be made may apply at any stage of the proceedings to be joined as a Defendant.
- 6. (1) An order for possession in proceedings under this Order shall be in Form 39 with such variations as circumstances may require.
(2) The Judge may forthwith order a writ of possession to be issued.
(3) Nothing in this Order shall prevent the Judge from ordering possession to be given on a specified date, in the exercise of any power, which could have been exercised if possession had been claimed in an action begun by writ.
- 7. (1) No writ of possession to enforce an order for possession under this Order shall be issued after the expiration of 3 months from the date of the order without the leave of the Judge.
(2) The application for leave may be made ex parte unless the Judge otherwise directs.
- 8. (1) The Judge may, on such terms as he deems fit, set aside or vary any order made in proceedings under this Order.
(2) In this Order "landed property" means land with or without building

Application by occupier to be made a party.

Order for possession. Civil Form 39 in Appendix.

Writ of possession.

Setting aside of Order.

ANNEXURE H

Memorandum on harmonisation of lawsuits re recovery of GCU land

1. Introduction

- 1.1 On Wednesday 19 April 2023 I met with Hon. Justice Obisike Orji and Mr. G. Akobueze to discuss how to “harmonise” the lawsuit filed by FEDT (“FEDT suit”) and that filed by The Incorporated Trustees of GCUOBA (“GCUOBA suit”) following the decision reached at the reconciliation meeting convened by Prof. O. E. Ukaonu.
- 1.2 Based on his assessment of the two lawsuits and the steps taken so far in each of them, Hon. Justice Orji recommended the lawsuits should be harmonised as follows:
- (a) The Incorporated Trustees of GCUOBA (“GCUOBA”) should be joined as a co-plaintiff in the FEDT suit.
 - (b) The Hon. Attorney General of Abia State (“HAG”), as representative of Abia State Government (“Government”) should be joined as a defendant in the FEDT suit.
 - (c) Mr. Akobueze will subsequently withdraw the GCUOBA suit.
- 1.3 Justice Orji explained that (b) would enable the HAG to file an affidavit confirming that the Government had not granted any right of occupancy over any part of the GCU land to anyone. On (a) Justice Orji subsequently explained to me that GCUOBA had sufficient interest to be joined as a co-plaintiff in the matter because it (i) created FEDT, and (ii) is a party to the Trust Deed.
- 1.4 Mr. Akobueze agreed with Justice Orji.
- 1.5 I however proposed that the way to “harmonise” the two lawsuits was for Mr. Akobueze and the lawyers who filed the GCUOBA suit to join in the prosecution of the FEDT suit, since the relevant substantive law (trust law and land law) and procedural law (Order 54 of Abia State High Court (Practice and Procedure) Rules 2021 (“Rules”)) did not permit either the joinder of GCUOBA as co-plaintiff or the joinder of the HAG as a defendant in the suit. Accordingly, to apply to join any of them as parties in the FEDT suit would be contrary to law. I added that, having been an attorney general, I know that an affidavit filed by the HAG (assuming it was possible under the relevant procedural law) would be premature and not achieve the intended “instant” effect. The matter would still go to trial notwithstanding the affidavit filed by the HAG.
- 1.6 I have provided further explanation of my position below.

2. **GCUOBA has no standing to bring or join an action as co-plaintiff against a third party regarding the GCU Trust or trust property**

- 2.1 Further, GCUOBA has no legal standing to bring an action against a third party regarding the GCU Trust (“or “Trust”) or trust property. Accordingly, there is no legal basis for GCUOBA to be joined as a co-plaintiff in the suit.

- 2.2 A trust is the relationship, which arises whenever a person¹ (called the trustee) is compelled in equity to hold property, whether real or personal, and whether by legal or equitable title, for the benefit of some persons (of whom he may be one and who are called beneficiaries) or for some object permitted by law, in such a way that the real benefit of the property accrues not to the trustee, but to the beneficiaries or other objects of the trust.² Thus, the primary nature of a trust is that property (including money) is owned and managed by a person, i.e., the trustee, on behalf of another person who created the trust (the settlor), but for the benefit of other persons (which may include the settlor and or the trustee). A trust therefore “imposes a strict duty of exclusive loyalty on trustees, obliging them to act solely in the interests of their beneficiaries...”³
- 2.3 The general rule is that a trustee of a trust has the exclusive right to bring or defend an action on behalf of the trust. A beneficiary of the trust may however be allowed to bring or defend an action on behalf of a trust in exceptional circumstances, which show a failure of the trustee to perform the duty he owes to the beneficiary to protect the trust property or the interest of the beneficiary in the trust property. In *Hayim v. Citibank NA*⁴ (“*Hayim* case”), which was cited with approval in *TAAN v. SCOA (Nig) Plc. & ors*,⁵ the Supreme Court of the United Kingdom explained this rule as follows:
- "...when a trustee commits a breach of trust or is involved in a conflict of interest or duty or in other exceptional circumstances a beneficiary may be allowed to sue a third party in the place of the trustee... the authorities demonstrate that a beneficiary has no cause of action against a third party save in special circumstances which embrace a failure, excusable or inexcusable, by the trustees in the performance of the duty owed by the trustees to the beneficiary to protect the trust estate or to protect the interest of the beneficiary in the trust estate. (Underlining supplied.)
- 2.4 The GCU Trust is a charitable trust (i.e., a trust created for objects or purposes permitted by law), with the objects, which are set out in clause 3 of the Trust Deed, namely –
- (a) to ensure the corporate continuance, proper management, physical development and academic excellence of the School⁶;
 - (b) to finance the operation of the School; and
 - (c) to establish and maintain any scholarship or bursary scheme for indigent students with proven academic records or promising potential.
- 2.5 By the Trust Deed, the Government created the GCU Trust and appointed FEDT as the trustee of the Trust. The Government also irrevocably assigned/transferred the entire legal interest and rights over the GCU land to FEDT.⁷ And subsequently, the Governor of Abia State issued a certificated of occupancy to FEDT as evidence of FEDT’s right of occupancy over the land.

¹ “Person” means both a natural person and an artificial person.

² *Iwok v. University of Uyo & anor* [2011] 6 NWLR (Pt. 1243) 211; “Snell’s Equity” 30th Edn., Sweet & Maxwell, p. 110.

³ Pearce et al, “The Law of Trusts and Equitable Obligations” 5th Edn., Oxford University Press, p. 79.

⁴ (1987) AC 730.

⁵ (2018) LPELR-51169 (CA).

⁶ Defined in the Deed of Trust as “Government College Umuahia”.

⁷ Trust Deed, para. 2.3(a).

2.6 However, no interest over the GCU land was or is vested in GCUOBA under the Trust Deed notwithstanding that it is a party thereto.⁸ GCUOBA was also not appointed a trustee of the Trust. Based on these, GCUOBA, which is just a nominal party to the Trust Deed, has no basis in law to join FEDT as co-plaintiff in the FEDT suit. In *Iwoke & ors v. University of Uyo & anor*⁹ the Court of Appeal held thus:

“An essential element of trustee/beneficiary relationship is that the property subject of the trust must be vested in the trustee. In the case at hand, the housing units are not vested in the 1st respondent...even the doctrine of constructive trust cannot be invoked in the absence of any evidence that the 1st respondent have (sic) acquired title to the housing units...even though there is evidence of duty of fidelity or loyalty to fiduciary obligation owed by the 1st respondent to the appellants in the transaction relating to the housing units, the evidence does not support the claim that the 1st respondent is a trustee in respect of the property over which it has no title.” (Underlining supplied.)

2.7 GCUOBA is however not a beneficiary of the GCU Trust because the GCU Trust is a charitable trust. Although the implementation of the objects of a charitable trust will ultimately benefit persons, a charitable trust does not have beneficiaries. Instead of beneficiaries a charitable trust has objects. And the objects of the GCU Trust are focused on the restoration and management of Government College Umuahia to restore it to its old glory. And assuming the GCU Trust could have a beneficiary, then the beneficiary would be Government College Umuahia. However, assuming further that GCUOBA was a beneficiary of the GCU Trust, it (GCUOBA) would still not have the standing to be a plaintiff in the FEDT suit because none of the exceptional circumstances that would have entitled it to sue on behalf of FEDT, as aforesaid, is present in this instance because FEDT had, prior to the commencement of the FEDT suit, taken various actions to assert the right of the Trust over the land. FEDT has also continued to take steps to assert the right of the Trust over the land, including the FEDT suit.

2.8 Finally, Order 54, rule 3(a) of the Rules requires a person who has brought an action thereunder to state in the affidavit in support of the originating summons by which he brought the action his interest in the land over which he is claiming a right of possession. Thus, only a person with legal interest over the GCU land can bring the FEDT suit. Whilst FEDT has indeed shown in the FEDT suit its interest in the land using the Trust Deed and the certificate of occupancy issued to it by the Government, GCUOBA would not be able to do so if it applies to join the suit as a co-plaintiff because it has no legal or equitable interest in the land.

3. There is no basis in law for FEDT as trustee of the GCU Trust to sue the settlor

3.1 The substance of the FEDT suit is that some unknown persons are in occupation of the GCU land as squatters or trespassers (i.e., without FEDT’s consent and/or authorisation); hence, FEDT’s claim of possession of parts of the land occupied by the squatters. Therefore, the dispute in the FEDT suit is not between FEDT (as trustee of the GCU Trust) and the Government (i.e., the settlor that created the GCU Trust). (Indeed, no dispute exists between FEDT (as trustee) and the Government (as

⁸ Indeed reference to GCUOBA in the Trust Deed is limited to the historical narrative in the recitals to affirm GCUOBA’s commitment to the creation of the GCU Trust for the benefit of the School – not for the benefit of GCUOBA (Trust Deed, recitals C).

⁹ (2011) 6NWLJ (Pt. 1243) 211, 237

settlor) over the land.) Rather, the dispute is between FEDT as trustee of the Trust and the squatters who are occupying the land without the consent, license, or authorisation of FEDT. It would therefore be strange for FEDT to apply to join the Government as a defendant in the FEDT suit.

3.2 Further, the FEDT suit was filed pursuant to Order 54 of the Rules; and rule 1 thereof provides as follows:

“(1) This Order shall not apply where the person in occupation of land is:

- (a) a tenant; or
- (b) a tenant holding over after termination of his tenancy; or
- (c) a licensee of the owner or person entitled to possession; or
- (d) a person who had the consent of the predecessor in title of the person who is entitled to possession.

(2) Where a person claims possession of land which he alleges is occupied solely by a person not listed in sub-rule (1) above, proceedings may be brought by Originating Summons in accordance with the provisions of this Order.” (Underlining provided.)

3.3 From the above provisions of the Rules, it is clear that the only person against whom the FEDT suit could be brought is a person (a) in occupation of the GCU land, and (b) who does not fall within the class of persons listed in the said provisions. But the Government is not in occupation of the land, much less being a squatter thereon. In the result, an action brought pursuant to Order 54 cannot be maintained against the Government.

3.4 Further, assuming the Government could validly be joined as a defendant in the suit, the HAG’s affidavit cannot have the intended “instant” effect – if any real effect at all. First until any of the squatters files a defence in the suit any affidavit filed by HAG in effect asserting that the Government did not grant any right of occupancy over the land to anyone other than FEDT would be premature and speculative, since none of the squatters has yet claimed a right superior to FEDT’s based on the grant of a right of occupancy by the Government. Second, the court cannot proceed on the basis of the HAG’s affidavit to give judgment against any “squatter” or defendant who asserts a competing right based on a grant of right of occupancy by the Government: the court will in the event not determine the matter based on affidavit evidence; the court will rather hear and determine the competing claims following a full trial of the matter (i.e. after hearing the oral testimonies of witnesses called by all the parties in the suit). And if the matter goes to trial, FEDT would have the opportunity to subpoena the relevant officer of the Government to testify in the matter (after consultation with the Government as settlor of the Trust).

3.5 I will also add that Justice Orji holds the view that FEDT can sue the Government because the Government seems to have acted in breach of the Trust Deed by granting various rights of occupancy over the land to other persons. But I explained to him that we have no evidence of such “breach”; and if and when we do, the matter should be approached differently.

4. Conclusion

4.1 In the final analysis, I respectfully maintain that the only valid or lawful way to harmonise the two lawsuits is for the lawyers who filed the GCUOBA suit to join in the prosecution of the FEDT suit, since the relevant substantive law and procedural law do not permit either the joinder of GCUOBA

as co-plaintiff or the joinder of the HAG as a defendant in the suit. It is also true that the FEDT suit is properly constituted to secure the interest of the GCU Trust in the land without the joinder of any of GCUOBA (as a co-plaintiff) or the HAG (as a defendant).

4.2 I should be pleased to provide any clarification you may require on this.

A handwritten signature in black ink, appearing to read 'Ikeyi Shittu & Co.', written in a cursive style.

For: Ikeyi Shittu & Co.

File **Message** Help

Memo on harmonisation of lawsuits

**Nduka Ikeyi**

To: Okwi Nwodo

Cc: Okey Enelamah; Emeka Ifezulike; Reginald Ihejiahi; Gift Ejimofor; Oscar Onyenwe



Sat 4/22/2023 10:01 AM



Your Excellency,

Greeting. Further to our telecon, please find transmitted herewith our memo on the harmonisation of lawsuits. I'm sending the memo ahead of tomorrow's meeting of the Prof. O. E. Ukaonu reconciliation committee.

You may also share the memo with Prof. Ukaonu.

Best regards,

Nduka Ikeyi

Ikeyi Shittu & Co.

Barristers & Solicitors

Mobile: +234 803 403 5581

Skype: nduka.ikeyi

www.ikeyishittuco.com

From: Obisike Oji <justiceobisikeoji@yahoo.com>

Sent: Tuesday, 20 June 2023 06:02

To: Nduka Ikeyi <nikeyi@ikeyishittuco.com>

Subject: RE: FEDT v Occupiers (HU/I44/2023): application to join GCU

ANNEXURE I

Yes Counsel go ahead

Sent from Yahoo Mail on Android

On Mon, Jun 19, 2023 at 10:20 AM, Nduka Ikeyi
<nikeyi@ikeyishittuco.com> wrote:

Your Lordship,

Greeting. Further to your subsequent direction, following your conversation with HE Dr. Okwy Nwodo, we are finalising the application for filing without adding an additional prayer to join the Government of Abia State as a co-defendant as you previously advised in your email below.

We should be pleased if your Lordship would confirm that we may proceed to file the application following your direction above.

Have a great week ahead.

Best regards,

Nduka Ikeyi

Ikeyi Shittu & Co.

Barristers & Solicitors

Mobile: +234 803 403 5581

Skype: nduka.ikeyi

www.ikeyishittuco.com

From: Obisike Oji <justiceobisikeoji@yahoo.com>

Sent: Thursday, 8 June 2023 08:01

To: Nduka Ikeyi <nikeyi@ikeyishittuco.com>

Subject: Re: FEDT v Occupiers (HU/I44/2023): application to join GCU as c

Learned Counsel,

I have seen the application. You need to add The Government of Abia State as the 2nd defendant.

Regards

Sent from Yahoo Mail on Android

On Wed, Jun 7, 2023 at 9:06 PM, Nduka Ikeyi

<nikeyi@ikeyishittuco.com> wrote:

Your Lordship,

Greeting. I trust you're keeping well.

Please find transmitted herewith for your review the draft application to join Government College Umuahia (being the other party named in certificate of occupancy re land belonging to the College as you advised). We will finalise and file the application following your review.

Best regards,

Nduka Ikeyi

Ikeyi Shittu & Co.

Barristers & Solicitors

Mobile: +234 803 403 5581

Skype: nduka.ikeyi

ANNEXURE J

FORM 38

Originating Summons for Possession

(Order 54, rule 2 of the Abia State High Court (Practice and Procedure) Rules 2021)

IN THE HIGH COURT OF ABIA STATE OF NIGERIA
IN THE UMUAHIA JUDICIAL DIVISION
HOLDEN AT UMUAHIA



SUIT NO: Hfcl/144/2023

BETWEEN

THE INCORPORATED TRUSTEES
OF FISHER EDUCATIONAL DEVELOPMENT TRUST

CLAIMANT

AND

THE OCCUPIERS

DEFENDANTS

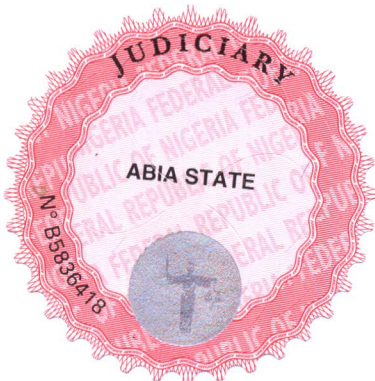
To every person in occupation of the land located at, and known as, Government College Umuahia, Kilometer 6, Ikot Ekpene Road, Umuahia, Abia State.

Let all persons concerned attend before _____ at the High Court of Abia State in the Umuahia Judicial Division on _____ the _____ day of _____ 2023 at 9 o'clock in the forenoon for the hearing of an application by the Incorporated Trustees of Fisher Educational Development Trust ("Claimant") for an order that the Claimant do recover possession of Government College Umuahia, Kilometer 6, Ikot Ekpene Road, Umuahia, Abia State, on the ground that the Claimant is entitled to possession thereof, and that the persons in occupation therein are in occupation without license or consent.

Dated this 24 day of March 2023

This summons is taken out by Nduka Ikeyi, Esq. of Ikeyi Shittu & Co. of Plot 50, Liberty Estate, Independence Layout, Enugu, Enugu State, legal practitioner for the Claimant whose address is 11th Floor, Alliance Place, No. 33A Alfred Rewane Road, Ikoyi, Lagos.

Note: Any person occupying the premises who is not named as a defendant by this Summons may apply to the Court personally or by legal practitioner to be joined as defendant. If a person occupying the premises does not attend personally or by legal practitioner at the time and place above-mentioned, such order may be made as the Court may think just and expedient.



Nduka Ikeyi, Esq.

✓ Gift Ejimofor, Esq.

Oscar Onyenwe, Esq.

(Claimant's counsel)

Ikeyi Shittu & Co.
Plot 50, Liberty Estate
Independence Layout
Enugu
Tel.: +23442290904; 08034035581
Email: litigation@ikeyishittuco.com
gejimofor@ikeyishittuco.com

Whose address for service within
jurisdiction is:

C/o C. A. Kalunta, Esq.
C. A. Kalunta & Co.
Nwanne Chambers
No. 15 Ohafia Street
Umuahia
08030906619

IN THE HIGH COURT OF ABIA STATE OF NIGERIA
IN THE UMUAHIA JUDICIAL DIVISION
HOLDEN AT UMUAHIA

SUIT NO: HU/144/2023

BETWEEN

THE INCORPORATED TRUSTEES
OF FISHER EDUCATIONAL DEVELOPMENT TRUST

CLAIMANT

AND

THE OCCUPIERS

DEFENDANTS

Affidavit in Support of Originating Summons

I, Dr. Okwesileze Nwodo, male, adult, Christian, and Nigerian of No. 36 Imoke Street, GRA, Enugu, do make oath and state as follows:

1. I am the Chairman of the Board of Trustees of the Claimant. By virtue of this connection, I am conversant with the facts and antecedents of this case.
2. I have the consent of the Claimant to depose to this affidavit.
3. The facts I have deposed to herein are facts within my personal knowledge, which came to my knowledge by virtue of my position, and in the course of, or in relation to, my work, as the Chairman of the Board of Trustees of the Claimant.
4. The Claimant is an incorporated entity under the Companies and Allied Matters Act, with its office address at 11th Floor, Alliance Place, No. 33A Alfred Rewane Road, Ikoyi, Lagos.
5. By an irrevocable deed of trust made on 22 December 2014 between the Government of Abia State ("Government"), the Claimant, and the Government College Umuahia Old Boys Association ("Trust Deed"), the Government (a) created The Government College Umuahia Trust ("Trust") over Government College Umuahia ("School"), (b) appointed the Claimant the trustee of the Trust, and (c) irrevocably vested in the Claimant, among others, the ownership, management and administration of the School, which until that time vested in the Government. A copy of the Trust Deed is attached hereto and marked "Exhibit A".
6. Further to the Trust Deed, by way of a certificate of occupancy granted by the Governor of Abia State, which is registered as no. 10 at page 10 in volume 123 at the Lands Registry, Umuahia ("Certificate of Occupancy"), the Government irrevocably transferred/assigned to the Claimant, free of all encumbrances, its entire legal interest and rights over the land on which the School is established, namely all that land known as, and located at, Government College Umuahia, Kilometer 6, Ikot Ekpene Road, Umuahia, measuring approximately

89,1285 square metres ("Land"), including the buildings and improvements thereon. The Certificate of Occupancy is attached hereto and marked "Exhibit B".

7. The School, which was established in 1929 by the British colonial government of Nigeria, had since then remained in possession of the Land. Ownership of the School and the Land devolved on the Government by operation of law following the creation of Abia State. A certified true copy of the acquisition plan of the very large expanse of land, part of which is the Land, which was obtained from the National Archives, Enugu, is attached hereto and marked "Exhibit C".
8. The Land, which was transferred/assigned by the Government to the Claimant as trustee of the Trust, is the subject matter of this suit.
9. The Defendants, at various times, entered upon the Land, and are currently occupying some parts thereof, erecting buildings and other structures thereon.
10. I know for a fact that the Defendants (a) are not tenants, and (b) are occupying the Land without license, or the consent and/or authorisation of the Claimant, or the Claimant's predecessor in title.
11. The Claimant does not know the names of the Defendants; and notwithstanding the Claimant's diligent efforts, the Claimant has not been able to obtain the names of the Defendants.
12. I depose to this affidavit solemnly and conscientiously, believing same to be true and correct, and in accordance with the Oaths Law of Abia State.

[Signature]
Deponent

Sworn to at the Abia State High Court Registry, Umuahia
this 24th day of March 2023

BEFORE ME
THE JUDICIARY
HIGH COURT
COMMISSIONER FOR OATHS
UMUAHIA
DATE 24/3/2023

original Summary 1000
oath 500
plan 100
Exhibit 100
ser 200
clm 100
fls 100

2,200

pd online (Abia state High Ct Umuahia) Receipt 150613

24 — 03 — 2023

ANNEXURE J1

FORM 38

Amended Originating Summons for Possession

(Pursuant to the order for joinder made by the Court on 3 November 2023, and Order 54, rule 2 of the Abia State High Court (Practice and Procedure) Rules 2021)



IN THE HIGH COURT OF ABIA STATE OF NIGERIA
IN THE UMUAHIA JUDICIAL DIVISION
HOLDEN AT UMUAHIA

SUIT NO.: HU/144/2023

BETWEEN

- | | | |
|---|---|-----------|
| 1. THE INCORPORATED TRUSTEES
OF FISHER EDUCATIONAL DEVELOPMENT TRUST | } | CLAIMANTS |
| 2. GOVERNMENT COLLEGE UMUAHIA | | |

AND

- | | | |
|----------------------------|---|--------------------------------------|
| 1. THE OCCUPIERS | } | 1 ST SET OF
DEFENDANTS |
| 2. NGOZI ONWUMERE | | |
| 3. EMMANUEL OTUKA MEREGINI | } | 2 ND SET OF
DEFENDANTS |
| 4. FRIDAY UFOMADU | | |

*(For themselves and as representatives of
Umuaana Ndume Ibeku Umuahia, Abia State)*

To every person in occupation of the land located at, and known as, Government College Umuahia, Kilometer 6, Ikot Ekpene Road, Umuahia, Abia State.

Let all persons concerned attend before High Ct 4 at the High Court of Abia State in the Umuahia Judicial Division on _____ the _____ day of _____ 2024 at 9 o'clock in the forenoon for the hearing of an application by The Incorporated Trustees of Fisher Educational Development Trust and the Government College Umuahia ("Claimants") for an order that the Claimants do recover possession of Government College Umuahia, Kilometer 6, Ikot Ekpene Road, Umuahia, Abia State, on the ground that the Claimants are entitled to possession thereof, and that the persons in occupation therein are in occupation without license or consent.

Amended this 16 day of January 2024

This summons is taken out by Nduka Ikeyi, Esq. of Ikeyi Shittu & Co. of Plot 50, Liberty Estate, Independence Layout, Enugu, Enugu State, legal practitioner for the Claimants whose address are respectively 11th Floor, Alliance Place, No. 33A Alfred Rewane Road, Ikoyi, Lagos, and Government College Umuahia, Kilometer 6, Ikot Ekpene Road, Umuahia, Abia State.

Note: Any person occupying the premises who is not named as a defendant by this Summons may apply to the Court personally or by legal practitioner to be joined as defendant. If a person occupying the premises does not attend personally or by legal practitioner at the time and place above-mentioned, such order may be made as the Court may think just and expedient.



[Handwritten Signature]

Nduka Ikeyi, Esq.
 ✓ Gift Ejimofor, Esq.
 Oscar Onyenwe, Esq.
 (Claimants' counsel)
 Ikeyi Shittu & Co.
 Plot 50, Liberty Estate
 Independence Layout
 Enugu
 Tel.: +23442290904; 08034035581
 Email: litigation@ikeyishittuco.com
gejimofor@ikeyishittuco.com

Whose address for service within jurisdiction is:
 C/o C. A. Kalunta, Esq.
 C. A. Kalunta & Co.
 Nwanne Chambers
 No. 15 Ohafia Street
 Umuahia
 08030906619

At originating summons - ₦ 500
oath - 500
3 @ch - 150
ser - 200
fm - 100
flr - 100

pd fidelity bonded
5027221

16 1 2024

IN THE HIGH COURT OF ABIA STATE OF NIGERIA
IN THE UMUAHIA JUDICIAL DIVISION
HOLDEN AT UMUAHIA

SUIT NO.: HU/144/2023

BETWEEN

THE INCORPORATED TRUSTEES
OF FISHER EDUCATIONAL DEVELOPMENT TRUST
GOVERNMENT COLLEGE UMUAHIA

} CLAIMANTS

AND

1. THE OCCUPIERS } 1ST SET OF DEFENDANTS
2. NGOZI ONWUMERE }
3. EMMANUEL OTUKA MEREGINI } 2ND SET OF DEFENDANTS
4. FRIDAY UFOMADU }
- (For themselves and as representatives of
Umuana Ndume Ibeku Umuahia, Abia State)*

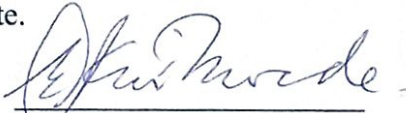
Affidavit in Support of Originating Summons

I, Dr. Okwesileze Nwodo, male, adult, Christian, and Nigerian of No. 36 Imoke Street, GRA, Enugu, do make oath and state as follows:

1. I am the Chairman of the Board of Trustees of the 1st Claimant. By virtue of this connection, I am conversant with the facts and antecedents of this case.
2. I have the consent of the Claimants to depose to this affidavit.
3. The facts I have deposed to herein are facts within my personal knowledge, which came to my knowledge by virtue of my position, and in the course of, or in relation to, my work, as the Chairman of the Board of Trustees of the 1st Claimant.
4. The 1st Claimant is an incorporated entity under the Companies and Allied Matters Act, with its office address at 11th Floor, Alliance Place, No. 33A Alfred Rewane Road, Ikoyi, Lagos.
5. By an irrevocable deed of trust made on 22 December 2014 between the Government of Abia State ("Government"), the 1st Claimant, and the Government College Umuahia Old Boys Association ("Trust Deed"), the Government (a) created The Government College Umuahia Trust ("Trust") over the 2nd Claimant (i.e., Government College Umuahia), (b) appointed the 1st Claimant the trustee of the Trust, and (c) irrevocably vested in the 1st Claimant, among others, the ownership, management and administration of the 2nd

Claimant, which until that time vested in the Government. A copy of the Trust Deed is attached hereto and marked "Exhibit A".

6. Further to the Trust Deed, by way of a certificate of occupancy granted by the Governor of Abia State, which is registered as no. 10 at page 10 in volume 123 at the Lands Registry, Umuahia ("Certificate of Occupancy"), the Government irrevocably transferred/assigned to the 1st Claimant, free of all encumbrances, its entire legal interest and rights over the land on which the 2nd Claimant is established, namely all that land known as, and located at, Government College Umuahia, Kilometer 6, Ikot Ekpene Road, Umuahia, measuring approximately 89,1285 square metres ("Land"), including the buildings and improvements thereon. The Certificate of Occupancy is attached hereto and marked "Exhibit B".
7. The 2nd Claimant, which was established in 1929 by the British colonial government of Nigeria, had since then remained in possession of the Land. Ownership of the 2nd Claimant and the Land devolved on the Government by operation of law following the creation of Abia State. A certified true copy of the acquisition plan of the very large expanse of land, part of which is the Land, which was obtained from the National Archives, Enugu, is attached hereto and marked "Exhibit C".
8. The Land, on which the 2nd Claimant is established and which was transferred/assigned by the Government to the 1st Claimant as trustee of the Trust, is the subject matter of this suit.
9. The Defendants, at various times, entered upon the Land, and are currently occupying some parts thereof, erecting buildings and other structures thereon.
10. I know for a fact that the Defendants (a) are not tenants, and (b) are occupying the Land without license, or the consent and/or authorisation of the Claimants, or the 1st Claimant's predecessor in title.
11. The Claimants do not know the names of the Defendants; and notwithstanding the Claimants' diligent efforts, the Claimants have not been able to obtain the names of the Defendants.
12. I depose to this affidavit solemnly and conscientiously, believing same to be true and correct, and in accordance with the Oaths Law of Abia State.


Deponent

Sworn to at the Abia State High Court Registry, Umuahia
this 14th day of Jan 2024

BEFORE ME

COMMISSIONER FOR OATHS



ANNEXURE K

DEED OF TRUST

BETWEEN

THE GOVERNMENT OF ABIA STATE OF NIGERIA

AND

THE GOVERNMENT COLLEGE UMUAHIA

OLD BOYS' ASSOCIATION

AND

**THE INCORPORATED TRUSTEES OF
THE FISHER EDUCATIONAL DEVELOPMENT
TRUST.**

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THIS DEED OF TRUST is made this 22nd day of DECEMBER 2014

BETWEEN

THE GOVERNMENT OF ABIA STATE OF NIGERIA represented by **CHIEF T. A. ORJI** EXECUTIVE GOVERNOR, ABIA STATE (hereinafter referred to as the "Settlor") of the first part

AND

THE GOVERNMENT COLLEGE UMUAHIA OLD BOYS' ASSOCIATION, having its present secretariat at No. 2F Obasa Road, off Oba akran Avenue, Ikeja – Lagos (hereinafter referred to as the "Old Boys' Association") of the second part

AND

THE INCORPORATED TRUSTEES OF THE FISHER EDUCATIONAL DEVELOPMENT TRUST, having its registered office at Capital Alliance Nigeria, 8th Floor, C&C Towers, Plot 1684 Sanusi Fafunwa Street, Victoria Island, Lagos (hereinafter referred to as the "Trustee") of the third part.

The Settlor, the Old Boys' Association and the Trustee are collectively the "Parties" and individually "Party".

PREAMBLE:

- A. The Settlor is absolutely seized and possessed of and otherwise well and sufficiently entitled to the ownership, administration, management and control of Government College Umuahia.
- B. The Old Boys' Association is the body of old students of Government College Umuahia, Abia State of Nigeria (the "School").
- C. The Old Boys' Association is deeply concerned about the current state of affairs of the School, and its members being beneficiaries of high quality education in the School and imbued with the desire to give back to humanity, has approached the Settlor to create a trust over the School (the "Trust"), and to appoint the Old Boys' Association as the trustee of the Trust, with all the rights and powers pertaining to the ownership, management, operation, control and funding of the School, in order to enable the Old Boys' association to raise funds for the rehabilitation of the School, manage the School and restore the School to its old glory.
- D. By a Memorandum of Understanding dated 21 July 2014 entered into between the Settlor and the Old Boys' Association, the Settlor agreed to create the Trust and to appoint the Old Boys' association as the trustee thereof with all the rights and powers incidental thereto.
- E. In order to segregate the sundry activities of the Old Boys' Association from its duties as trustee of the trust, the Old Boys' Association incorporated the Trustee with the main object of raising funds for the rehabilitation and continuous development of the School and the effective and efficient management thereof; and the Settlor has further agreed to appoint the Trustee as the trustee of the Trust.

- F. The Trustee has agreed to be appointed and to become the Trustee of the Trust herein created and to hold the assets and funds herein vested for the purpose and Objects set out in this Deed of Trust.

NOW THIS DEED OF TRUST WITNESSES as follows:

1. Definitions and significance of expressions

- 1.1. The following expressions and derivatives thereof appearing in capital letters in this deed shall have the meanings hereby assigned to them unless specified otherwise, it being understood that such expressions appearing in small letters shall have their common definition as the context requires. The same principle shall apply to expressions defined elsewhere in this Deed.

Expressions	Meanings
“Board”	The board of trustees of the Trustee.
“Certificate of Occupancy”	Certificate of Occupancy covering the land on which the School is situated and issued pursuant to this Deed.
“Commencement Date”	The date first above written.
“Constitution”	The Constitution of the The Fisher Educational Development Trust.
“Deed”	This Deed as executed by the Parties.
“Objects”	The purpose for which the Trust is settled and for which the Trustee is bound to apply to assets and funds of the Trust.
“School”	Government College, Umuahia.
“Settlor”	Government of Abia State of Nigeria.
“Trustee”	Incorporated Trustees of the Fisher Educational Development Trust duly registered with the Corporate Affairs Commission, Abuja.
“Trust”	The Government College Umuahia Trust.
“Trust Fund”	The entire body of assets and monies vested in the Trustee under clause 2.4 and to be applied towards achieving the Objects of the Trust.

- 1.2. Unless expressly stated otherwise or the context otherwise requires, at any time that the following expressions and derivatives thereof appear in this Deed, their connotations shall be extended or limited as set out below:

- (a) "Including," "included," "include," "such as," "comprising," "comprise" and the like shall be deemed to be completed by the expression "but not limited to".
- (b) "Require," "request," "submit," "answer," "notify," "instruct," "state," "inform," "agree," "consent" and the like shall be deemed to be completed by the expression "in writing".
- (c) "Applicable laws" shall mean all laws, ordinances, rules, regulations by-laws, decrees, orders and the like, whether of governmental or other authority or agency having jurisdiction over the Parties, and their operations which are or may become applicable.
- (d) "Fault," "breach," "failure," "default," "deficiency," "defective performance" and the like shall be understood as any failure whatsoever to comply with the requirements of this Deed whether by act, omission, negligence, misperformance, non-performance or late performance.
- (e) "Days" shall mean "consecutive calendar days," it being understood that all dates and time periods referred to in this Deed relate to the Gregorian calendar. "Business Days" shall mean Mondays to Fridays other than public holidays in which banks are closed for business in Lagos, Nigeria.
- (f) "Clauses" and "sub-Clauses" shall mean Clauses and sub-Clauses of this Deed and references to "Paragraphs" are to the paragraphs of the relevant Annexure.

1.3. Unless otherwise specified, in this Deed:

- (a) the Recitals and Annexure(s) form an integral part hereof;
- (b) where the context so admits, words indicating the singular also include the plural and vice-versa and words indicating one gender include all genders;
- (c) any reference to a statute or statutory provision includes a reference to that provision as amended re-enacted or replaced and any regulations or orders made under such provisions from time to time whether before on or after the date of this Deed;
- (d) a reference to another agreement or any deed or other instrument shall be construed as a reference to that other agreement, deed or other instrument, as the same may have been, or may from time to time be, modified;
- (e) a reference to "person" includes any individual, partnership, firm, company, corporation (statutory or otherwise), joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality and words importing persons shall also import all such entities;
- (f) references to a document in an agreed form, are to that document in the form agreed by the Parties and initialed by them or on their behalf for identification;

- (g) the table of contents and the headings of the several clauses of this Deed are inserted solely for convenience of reference and in no way define, describe, limit, extend or aid in the construction of the scope, extent or intent of this Deed or any term or provision hereof;
- (h) any obligation on a Party not to do something includes an obligation not to allow that thing to be done; and
- (i) the *ejusdem generis* rule of construction shall not apply to this Deed and accordingly, the meaning of general words is not to be restricted by any particular examples preceding or following those general words.

2. Settlement and creation of the Trust

- 2.1. A Trust is established to be known as "The Government College Umuahia Trust".
- 2.2. The Trust shall be administered by the Trustee in accordance with this Deed. Accordingly, the ownership, management and control of the School shall vest in the Trustee and same is hereby settled on the Trustee.
- 2.3. For the purpose of giving effect to this settlement, the Settlor hereby irrevocably transfers and assigns, conveys, sets over and delivers to the Trustee, free of all encumbrances of any kind, including all the Settlor's title, rights, liabilities and interest in and other the School, and including:
 - (a) the entire legal interest and rights over the land on which the School exists and the buildings and other improvements thereon (the "Land") by way of a Certificate of Occupancy granted by the Governor of Abia State over the Land;
 - (b) the entire legal interest and rights in all moveable and incorporeal assets of the School, including, but not limited to, chattels, records, archives, manuscripts, trophies, awards, endowments, intellectual property, trademarks, seals, logos or coats of arms held, registered, vested in or otherwise belonging to the School.
- 2.4. The Trustee agrees and declares that it shall stand possessed of the all the assets of the Trust and such further assets, monies or funds, donations, subscriptions in cash or kind as may from time to time be received by the Trust and the income with the accumulations there and the additions and accretion thereto and the investments for the time being representing the same ("the Trust Fund") upon trust in accordance with the terms and declarations of this Deed.

3. Objects of the Trust

The Trustee shall apply the Trust Fund, capital and income of the Trust in furtherance of the following Objects:

- (a) to ensure the corporate continuance, proper management, physical development and academic excellence of the School;
- (b) to finance the operation of the School;

- (c) to establish and maintain any scholarship or bursary scheme for indigent students with proven academic records or promising potential.

4. Powers and duties of the Trustee

The Trustee shall in furtherance of the Objects of this Trust herein created, and without prejudice to the general powers of trustees under applicable law, have the following powers and duties:

- (a) to oversee the day-to-day management of the School, directly or indirectly, and to ensure the proper and efficient administration and operation of the School in accordance with global best practice and academic standards;
- (b) to ratify the appointment or employment of such staff as principal, vice principals, teachers and other academic, administrative or ancillary staff as may be recommended for appointment or employment by the Board of Governors and to fix their remuneration;
- (c) to finance the operation of the School, and particularly to raise funds for the Trust by gift, donation or otherwise, and to receive monies, securities, instruments or other moveable property for and on behalf of the Trust;
- (d) to borrow money and to charge the whole or any part of the property belonging to the Trust as security for repayment of the money borrowed, and to contract, incur obligation and otherwise make legally binding agreements of whatever kind and purpose on behalf of the Trust;
- (e) to manage the properties of the Trust including the School and to dispose of same for any purpose of the Trust in any lawful manner;
- (f) to rehabilitate and ensure the regular and routine improvement of the physical infrastructure of the School, the upgrading of its facilities and the revamping and improvement of its operations;
- (g) to sue and defend any legal proceedings on behalf of the Trust and the School, including compromising, settling or referring to arbitration all such proceedings;
- (h) to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use and to sell, lease or otherwise dispose of all or any part of the property belonging to the Trust;
- (i) to co-operate with voluntary bodies and statutory authorities and to exchange information and advice with them;
- (j) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

- (k) to pay and discharge expenses properly incurred in connection with the Trust or the School in the due exercise of other powers state above;
- (l) to invest monies belonging to the Trust, which may not be required for the immediate use of the Trust or the School, or the investment of which, in the opinion of the Trustee, is in the best interest of the Trust;
- (m) appoint the auditors of the School and publish an audited statement of account of the School and the Trust Fund and to give account of the affairs of the Trust and the School by publishing half year and annual reports on their respective activities;
- (n) to delegate any or all of its powers herein to any organ or organs as the Board may from time to time determine and or create; and
- (o) to do any other lawful thing and or to exercise any lawful power that is necessary or desirable for the achievement of the Objects.

5. The Board

- 5.1. The Board shall administer the School on behalf of the Trustee.
- 5.2. The Board shall consist of not more than nine (9) persons. Two (2) of the members of the Board shall be elected and or appointed upon the recommendation of the Settlor notwithstanding any provision of the Constitution; and the Trustee undertakes that its members shall exercise their powers pursuant to the Constitution to secure the election and or appointment of two (2) nominees of the Settlor to the Board.
- 5.3. A person appointed to the Board, other than a person appointed upon the recommendation of the Settlor, shall hold office in accordance with article IV(5) of the Constitution.
- 5.4. The Board shall be responsible for the control of the management of the School and shall supervise and exercise disciplinary control over the Principal, staff and students of the School.
- 5.5. The Board shall elect its chairman from among their number and shall sit not less than two times in every academic term. Decisions shall be taken by simple majority vote and in any case where there is an equality of votes, the person presiding shall have a casting vote. In any meeting of the Board, the quorum shall be four (4) governors.
- 5.6. A decision by the Board on a question of discipline shall be final, provided that the Board shall before accepting the advice of the Principal to expel any student or dismiss any staff, request such student or staff to make a statement in answer to any allegations of misconduct.
- 5.7. The Board shall in consultation with the Principal and Bursar prepare and execute an annual expenditure plan subject to the approval of the Trustee.
- 5.8. The Trustee shall require that all the members of the Board shall serve on a voluntary basis but may provide a modest transportation allowance to be paid to the governors. No other remuneration or allowance of any kind shall be paid to the governors.

- 5.9. The Trustee may issue binding protocols regarding the meetings and procedure of the Board and may provide for a code of conduct for the governors. The Trustee may remove any governor it has appointed for misconduct.
- 5.10. the Trustee shall appoint a replacement to complete the unexpired term of any governor who is removed or vacates their office before the completion of their term of office.

6. Accounts and audit

- 6.1. The Trustee shall cause to be kept true accounts relating to the Trust and such accounts shall contain particulars of the money received and expended by the Trustee, the Board or the School and the matters in respect of which such receipts and expenditure took place and such other particulars as may be usual in the account of a like nature.
- 6.2. The accounts of the Trust shall be audited every year by an auditor appointed by the Trustee for that purpose and shall be placed before the Trustee within three months of the expiration of the official year of the Trust as determined by the Trustee.
- 6.3. The books of accounts and other papers and documents relating to the Trust shall be kept at the office of the Trust or until the establishment of such office, by the Principal of the School, and shall be open to inspection by members of the public, old boys and alumni of the School and the Settlor.

7. Insurance

The Trustee must keep in repair and insure to their full value against fire and other usual risks, all the buildings of the Trust.

8. Duty of care

When exercising any power (whether given to them by this Deed, or by statute, or by any rule of law) in administering or managing the Trust, the Trustee must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that the Trustee claims to have ('the duty of care').

9. Irrevocability of the Trust

This Deed and the Trust herein established shall be irrevocable.

10. Acts of the Trustee

An act of the Trustee shall be signified by an instrument signed by any two of the persons whose names are registered with the Corporate Affairs Commission, Abuja as "trustees" of the Trustee.

11. Governing Law

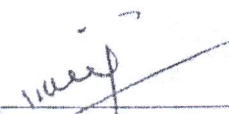
The construction, validity and performance of this Deed shall be governed by the laws of the Federation of Nigeria.

12. **Dissolution of the Trust**

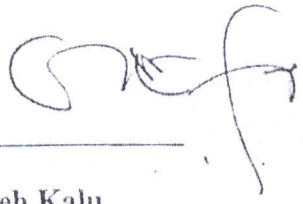
In the event of dissolution of the Trust, the assets of the Trust, after clearance of all debts and liabilities, shall be transferred to the Settlor. No part of the properties and assets of the Trust shall be distributed amongst the Trustees.

IN WITNESS WHEREOF the parties have executed this Trust Deed the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY



CHIEF T. A. ORJI
EXECUTIVE GOVERNOR, F ABIA STATE
For and on behalf of the Government of Abia State

In the Presence of: 
Signature: _____


Name: **Chief Umeh Kalu**

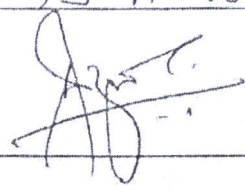
Occupation: **Public Servant**

Designation: **Attorney General and Commissioner for Justice, Abia State**

Address: **Ministry of Justice
Umuahia, Abia State**

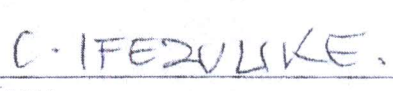
**SIGNED, SEALED AND DELIVERED BY THE AUTHORISED REPRESENTATIVES OF
GOVERNMENT COLLEGE UMUAHIA OLD BOYS' ASSOCIATION**

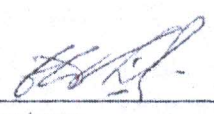


Name


Signature

LS




Name


Signature

LS

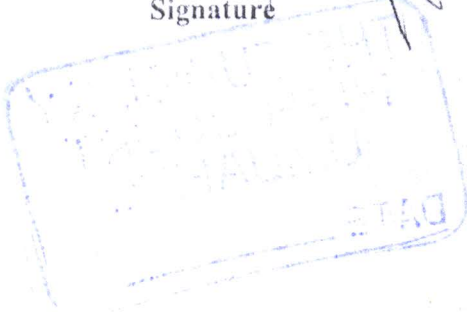
In the presence of

ENGR. EUMA - C. ANYANWU
Name


Signature

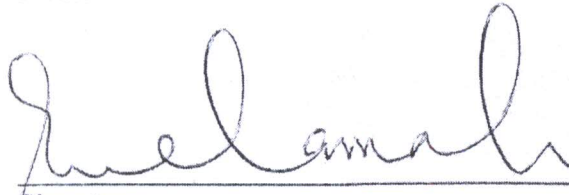
ONYEMA NKELE
Name


Signature

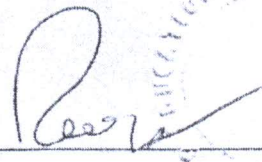


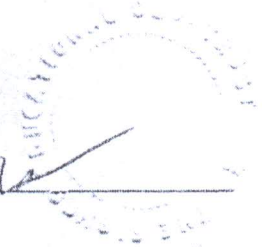
THE COMMON SEAL OF THE INCORPORATED TRUSTEES OF THE FISHER EDUCATIONAL TRUST is affixed hereto in the presence of

OKECHUKWU ENELAMAH
Name


Signature

REGINALD HEJIAHI
Name


Signature



ANNEXURE L

CAC/IT/NO 70787



CORPORATE AFFAIRS COMMISSION FEDERAL REPUBLIC OF NIGERIA

Companies and Allied Matters Act, No. 1, 1990
(Part C – Incorporated Trustees)
(Pursuant to Section 682(3))

THE FISHER EDUCATIONAL DEVELOPMENT TRUST

I hereby certify that:

The Trustees previously registered on the Eighth day of July, 2014 have by special resolution and with my authority, been reconstituted as follows:

OKECHUKWU ENELAMAH, CHUKWUEMEKA IFEZULIKE, REGINALD IHEJIAHI, CHIEF.
CHAMBERLAIN OYIBO, SURV. (HON) DAMIAN ANAEKPERECHI NZENWA, CHIEF (ENGR) CALLISTUS
NWNWU NWEKE, DR. OKWESILIEZE EMMANUEL NWODO, ONYEMAECHI NKELE, DR. MONICA
OBIAGERI PHILIPS, MICAH EZE ONYEBUCHI,

*Given under my hand and the Common Seal of the Corporate Affairs Commission at Abuja this
Seventeenth day of June 2015*

CONDITIONS AND DIRECTIONS

"This certificate is liable to cancellation should the objects or the rules of the body be changed without the previous consent in writing of the Registrar-General or should the body at any time permit or condone any divergence from or breach of such objects and rules."

Note:

This certificate does not bestow upon the Association the right to establish any institution, engage in any business and the like without permission from the appropriate authority.



BELLO MAHMUD

Registrar - General

830770

ANNEXURE M

Certified True Copy
Sign: *Florence (M)*
10 June 2015
Corporate Affairs Commission

Certified True Copy
Sign:
18 JUN 2015
Corporate Affairs Commission

THE

CONSTITUTION

OF

THE FISHER EDUCATIONAL DEVELOPMENT TRUST

(AS AMENDED)

April 2015

ARRANGEMENT OF ARTICLES

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PREAMBLE:

We the members of the Board of Trustees of **The Fisher Educational Development Trust**, desirous of creating a Trust with the vision and for the purpose of raising and managing the funds for the rehabilitation and continuous management of Government College Umuahia (the 'School'), including participation in other public spirited projects hereby adopt this Constitution by which the affairs of the Trust shall be governed in accordance with the provisions of Part C of the Companies and Allied Matters Act Cap. 20 Laws of the Federation of Nigeria 2007, as follows:

ARTICLE I: NAME:

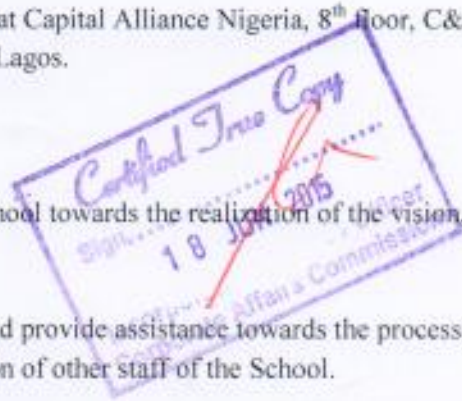
The Trust shall be known as and called **Incorporated Trustees of The Fisher Educational Development Trust**.

ARTICLE II: REGISTERED OFFICE

The registered office of the Trust shall be situated at Capital Alliance Nigeria, 8th floor, C&C Towers, Plot 1684 Sanusi Fafunwa Street, Victoria Island, Lagos.

ARTICLE III: AIMS AND OBJECTIVES:

1. To promote the smooth operations of the School towards the realization of the vision, mission and goals of the School.
2. To make recommendations, contributions and provide assistance towards the process of appointment of the Principal and the selection of other staff of the School.
3. To establish on behalf of the School an endowment to be named "The Fisher Trust Fund" and to contribute to its management.
4. To provide sundry support to the School through structured advice, coordination of training programmes, and professional guidance.
5. To publish annual progress reports off the School.
6. To co-operate with anybody or bodies whose aims and objectives are identical or complimentary to those of the Trust.
7. To acquire, own, possess or otherwise hold interest in any property, including land and have rights, title, license and interest in any property whatsoever and use them or their proceeds for charitable purposes.



ARTICLE IV: TRUSTEES

1. The Trustees of **The Fisher Educational Development Trust** for the purpose of the Companies and Allied Matters Act No.1 of 1990 shall be elected at a general meeting charged with responsibility of selecting the Trustees with 2/3 majority votes of members present.
2. Such Trustees (hereinafter referred to as "The Trustees") shall not be less than two (2) and not more than ten (10) in number.
3. Membership of the Trustees shall be open to:
 - (a) All old students of Government College Umuahia who pay a membership fee of N100,000 (One hundred thousand Naira only);
 - (b) Non Governmental Organisations (NGOs);
 - (c) Foundations, (foreign and local);
 - (d) Stakeholders in education;
 - (e) Governments;
 - (f) Government parastatals and agencies;
 - (g) Well meaning individuals and organisations;
 - (h) Faith-based organisations etc.
4. Upon a vacancy occurring in the membership of the Trustees, a nomination from Government College Umuahia Old Boys Association (GCUOBA) and approval of 2/3 (two-thirds) members of the Board of Trustees (BOT) shall be required to fill the vacancy.
5. A Trustee shall hold office for a period of five (5) years which shall be renewed only once during the lifetime of the Trustee.
6. A Trustee shall immediately cease to hold office if s/he:
 - (a) dies
 - (b) resigns her/his office,
 - (c) ceases to be a member of **The Fisher Educational Development Trust**,
 - (d) becomes incapable of performing her/his duty either by reason of ill-health or for any other medical reasons,
 - (e) is officially declared bankrupt,



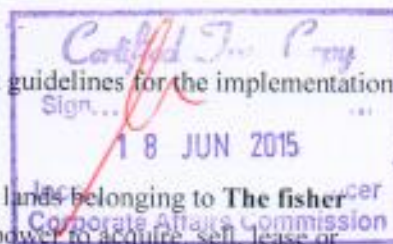
- (f) is convicted of a criminal offence involving dishonesty by a Court or Tribunal of competent jurisdiction
- (g) is recommended for removal from office by 2/3 (two-thirds) or the nearest number of members present at the meeting called for the purpose on a proven petition against such member
- (h) ceases to reside in Nigeria.

ARTICLE V: OBLIGATIONS OF TRUSTEES

1. Trustees must show empathy and commitment to the causes of the Trust listed in Article III above
2. Trustees are required to foster the vision of the Trust, as much as is within their ability.
3. Trustees must discharge their duties with utmost good faith.

ARTICLE VI: POWERS OF TRUSTEES

1. The Trustees shall be free to exercise their discretion and set guidelines for the implementation of the objects of the Trust.
2. The Trustees shall have power to accept and hold in trust all lands belonging to **The fisher Educational Development Trust**. The Trustees shall have power to acquire, sell, lease or mortgage any landed property on behalf of the Trust with approval of simple majority of the Trustees.
3. The Trustees shall be free to undertake any activity in furtherance of the aims and objectives of the Trust.



ARTICLE VII: MEETINGS

1. Meetings of the Trust shall be held at least once a year.
2. The meetings (whether ordinary or emergency) shall commence at the specified time.
3. Emergency meetings may be held whenever the need arise.
4. A quorum shall be formed when three (3) of the Trustees are present.

ARTICLE VIII: SOURCES OF INCOME/ TRUST FUNDS

The funds of the Trust shall be derived from the following sources:

1. All revenue earned by the School which shall be paid into the Fisher Trust Fund.
2. Fund raising mechanisms and annual funds from major gift programs, grants, corporate giving, events planning, membership gifts, capital projects, and capital campaigns.
3. Donations from friends of the Trustees, corporate bodies, government entities, and other organizations with similar charitable purposes or otherwise and persons of charitable disposition generally.

ARTICLE IX: COMMON SEAL

1. The Trustees shall have a common seal;
2. Such common seal shall be kept in the custody of the Secretary who shall produce it when required for use by the Trustees;
3. All documents to be executed by the Trustees shall be validly executed if signed by the Chairman and one other Trustee and sealed with common seal of the Trust.

ARTICLE X: OFFICERS

A. CHAIRMAN

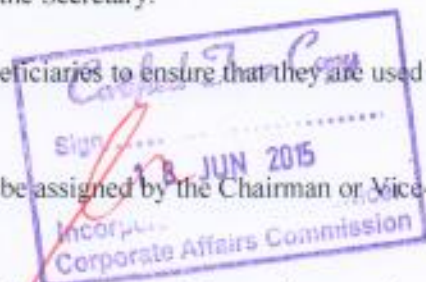
Trustees shall appoint one of them to serve as Chairman of the Trust. And whose functions shall be to:

1. preside over all meetings of the Trust and the Board of Trustees,
2. convene all meetings with the concurrence of at least two other Trustees,
3. co-ordinate the activities of the Trust,
4. be the Chief Spokesman of the Trust in all external matters,
5. be one of the signatories to the bank account(s) of the Trust, and
6. do such other things and exercise such powers as the Trust and its Trustees may deem fit from time to time.



B. SECRETARY

1. There shall be a Secretary for the organization who shall take minutes of the meetings of the Trust and keep all official records.
2. The Secretary under the instruction of the Chairman shall be responsible for all the correspondence of the Trust.
3. The Secretary shall maintain imprest account to be approved by the Trustees.
4. The Secretary shall at the end of each year, prepare an Annual Report of the Trust's activities and make copies available to the Trustees.
5. The Secretary shall work with External Solicitors, if necessary, in the preparation of statutory reports required by regulatory bodies.
6. The Secretary shall be a signatory to the account(s) of the Trust.
7. The common seal of the Trust shall be in custody of the Secretary.
8. The Secretary shall monitor all disbursements to beneficiaries to ensure that they are used for the purposes for which they were disbursed
9. The Secretary shall perform any other duties as may be assigned by the Chairman or Vice-Chairman.
10. The Secretary shall be appointed and removed by the Trustees and does not have to be a Trustee.



C. AUDITORS:

1. The Board of Trustees shall appoint Auditors at the General Meeting who shall audit the accounts of the Trust annually and submit a report to the Trustees.
2. The Audit Report shall be deliberated on and approved at the General Meeting of the Trust.
3. The audited Financial Statements (balance sheet and income and expenditure account) duly certified by independent auditors shall be annexed to the annual returns and filed with Corporate Affairs Commission.

ARTICLE XI: PROCEEDINGS AT MEETINGS

1. Notice of meeting shall be given to the members by the Secretary either in person or in writing.
2. In the case of an Annual General Meeting (AGM), a notice of 21 days shall be given. In the case of an Extra-Ordinary General Meeting, a notice of 14 days shall be given.
3. In the case of a special business, the general nature of business shall be made known.
4. A meeting of the Trust notwithstanding the fact that it is called by a shorter notice than that specified in this Constitution shall be deemed to have been duly called if so agreed.
5. Resolutions at AGM shall be passed by a simple majority of votes cast by those present at the meeting.
6. No business shall be transacted at any AGM unless a quorum of members is present at the time the meeting proceeds, 2/3rd of the members entitled to attend a meeting shall constitute a quorum.
7. Each member shall have one vote on every resolution
8. The Chairman shall preside at every General Meeting of the Trust, where there is no such Chairman or if he is not present within 30 minutes after the time appointed for holding of the meeting or he is unwilling to so act as Chairman, or in his absence, any other office holder shall preside.

ARTICLE XII: AMENDMENT OF CONSTITUTION

1. The provisions of this Constitution may be altered at a General Meeting by a resolution passed by simple majority of members and approved by the Corporate Affairs Commission
2. A proposal in writing for amendment(s) to any part of the Constitution thereof shall be forward to the Trustees and received by them at least 3 days to the date of the meeting.

ARTICLE XIII: KEEPING OF ACCOUNT

The Trust shall ensure the accurate keeping of record of all income and expenditure

ARTICLE XIV: ADOPTION OF SPECIAL CLAUSE

The Fisher Educational Development Trust has adopted the provisions of following "SPECIAL CLAUSE":

1. The income and property of **The Fisher Educational Development Trust** shall be applied solely towards the promotion of the objects of **The Fisher Educational Development Trust** set forth in

this CONSTITUTION, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise whatsoever by way of profit to any member of **The Fisher Educational Development Trust**.

2. PROVIDED that nothing herein shall prevent the payment in good faith, or reasonable and proper remuneration to any officer or servant of **The Fisher Educational Development Trust**; in return for any service actually rendered to **The Fisher Educational Development Trust**:
 - a. With the exception of ex-officio members of the Governing Council, no member of the Council of Management or Governing Body shall be appointed to any salaried office of **The Fisher Educational Development Trust** or any office of **The Fisher Educational Development Trust** paid by fees; and
 - b. No remuneration or other benefits in money or monies shall be given by **The Fisher Educational Development Trust** to any member of such Council or Governing body except repayment of out of pocket expenses; or reasonable and proper rent for premises demised, or let to **The Fisher Educational Development Trust**.
3. If in the event of a winding up or dissolution of **The Fisher Educational Development Trust**, there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of **The Fisher Educational Development Trust** but shall be given or transferred to some other institution having objects similar to objects of **The Fisher Educational Development Trust** such institutions to be determined by the members of **The Fisher Educational Development Trust** at or before the time of dissolution.
4. If the effect cannot be given to the aforesaid provisions, then the remaining property shall be transferred to some charitable object.



Dated this 13th day of February 2015

Enalamah

Signature of Chairman

Dr. Okechukwu Enalamah

Name of Chairman

Tel No. 08034021880

Enurue

Signature of Secretary

Chuma Onurdiwe

Name of Secretary

Tel No. 08033085764



ANNEXURE N

No. 16.



PUBLIC NOTICE

LAND REQUIRED

For the Service of the Government.

Under "The Public Lands Acquisition Ordinance" (Chapter 88).

Notice is hereby given that the following Lands situated at Umuahia in the Owerri Province of Nigeria, are required by the Governor for so long as the same may be used for public purposes:--

DESCRIPTION.

Commencing at a concrete pillar marked P.B.X. 393 on the right bank of Kwa Ibo River and on the Road from Umuahia to Umu-Dike, thence bounded by straight lines the bearings and distance of which are respectively:--

P.B.X.	393-PBX	394	Bearing	238° 23' 49"	Distance	391 feet 10 inches.
"	394-	" 395	"	262° 17' 35"	" 404	" 9 "
"	395-	" 396	"	262° 17' 35"	" 857	" 5 "
"	396-	" 397	"	262° 17' 35"	" 424	" 6 "
"	397-	" 398	"	262° 17' 35"	" 560	" 8 "
"	398-	" 399	"	262° 17' 35"	" 999	" 4 "
"	399-	" 400	"	352° 17' 41"	" 1479	" 1 "
"	400-	" 401	"	352° 17' 41"	" 887	" 10 "
"	401-	" 402	"	352° 17' 41"	" 628	" 11 "
"	402-	" 403	"	82° 04' 56"	" 1224	" 5 "
"	403-	" 404	"	82° 04' 56"	" 1031	" 3 "
"	404-	" 405	"	82° 04' 56"	" 659	" 4 "
"	405-	" 406	"	146° 41' 34"	" 481	" 6 "
"	406-	" 407	"	151° 57' 45"	" 412	" 4 "
"	407-	" 408	"	144° 43' 48"	" 192	" 5 "
"	408-	" 409	"	156° 20' 46"	" 378	" 4 "
"	409-	" 410	"	165° 02' 46"	" 222	" 0 "
"	410-	" 411	"	168° 23' 12"	" 374	" 10 "
"	411-	" 412	"	173° 08' 17"	" 564	" 2 "
"	412-	" 413	"	164° 59' 10"	" 205	" 3 "
"	413-	" 393	"	142° 45' 34"	" 150	" 4 "

DESIGNERS AND PRINTERS AT THE ANNUAL

Any person claiming to have any right or interest in

"	410-	"	411	"	173° 08' 17"	"	204	"	3	"
"	411-	"	412	"	164° 59' 10"	"	205	"	4	"
"	412-	"	413	"	142° 45' 34"	"	150	"	4	"
"	413-	"	393	"		"		"		"

DEPARTMENTS ARE REFERRED TO THE SOUTH.

Any person claiming to have any right or interest in the said lands is required within six weeks from the date of this notice to send to the Secretary of the Southern Provinces a statement of his right and interest and of the evidence thereof, and of any claim made by him in respect of such right or interest.

The Governor is willing to treat for the acquisition of the said lands.

Lands in respect of which no statement is received are liable to be dealt with as unoccupied lands.

And notice is also hereby given that the Governor intends to enter into possession of the said lands at the expiration of six weeks from the date of this notice.

Any person who shall wilfully hinder or obstruct the Governor or any person employed by him from taking possession of the said lands is liable, under the provisions of the Ordinance above mentioned, on conviction, to a fine of £2 or to imprisonment for three months.

The 20th day of June, 1927.

FRANCIS JENKINS
Acting Lieutenant-Governor

ANNEXURE O

3

MEMORANDUM

FROM:

TO:

No. AD/30.

December 15, 1930.

REV. R. FISHER, PRINCIPAL

THE

RESIDENT

GOVERNMENT COLLEGE,

OWENI PROVINCE

URUASHIA.

PORT HARCOURT

Government College, Uruashia.

Resumption of Duty.

I beg to notify you that I returned to Uruashia from leave on Friday December 12th, and took over the duties of Principal of the Government College, Uruashia from Mr C.H. Boynes on Saturday December 13th, 1930.



R. Fisher

Principal