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PRACTICE AND PROCEDURE FOR RECOVERY OF PREMISES IN NIGERIA

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BACKGROUND AND LEGISLATIVE PROVISION:

Before the advent of colonialists in Nigeria, Landowners put tenants on land to farm and dwell for a period or forever with token consideration mostly in kind. Lodge or inns were provided for travelers in villages and towns. Dispute or friction from this kind of relationship, though rarely, was resolved by elders or village heads. Colonialism, Independence and Western Civilization altered the customary landlord and tenant relationship; instead formal procedure to let/hire, recover premises were introduced into modern Nigeria.

Prior to 1954, the applicable legislation was Recovery of premises Ordinance and after regionalization each region in Nigeria adopted the Recovery of premises Ordinance (Cap 1193) extensively as regional Law. When State were created in 1967 each State fashioned out its Recovery of premises law from the regional Laws.

Each State of federation has similar Recovery of premises Law and the main feature of Recovery of premises Ordinance are retained in each of 36 State of the Federation and Abuja.

The Rent Restriction Ordinance² like Recovery of premises ordinance was adopted first by Regions and later the states. The Ordinance controlled rent, orders of court, protection of sub-tenant and so on. This piece of legislation as applied only to some selected towns or cities. In Nigeria, even some State J not adopted the enactment. The Rent Restriction Ordinance applies elusively to premises used as shops.

Virtually all State of the federation have constituted Rent Tribunal, its relevance or otherwise will be discussed later in this paper. The Primary objective of Rent Tribunal is to settle dispute between a landlord and tenant to amount payable by the tenant¹.

The Kwara State Rent Control and Recovery of Residential Premises Edict³ States:

A tribunal shall have jurisdiction to sit and determine rent matters Zane to which it is assigned, but shall also have jurisdiction to and determine rent matters in any zone other than that to which it is assigned if the Attorney-General of the State so directs" (underline is mine)

Be that as it may, Rent Tribunal is incompetent to eject a tenant or g possession to landlord⁴ and consequently not concerned with recovery of premises⁵. In some States in Nigeria, jurisdictions of regular court are ousted and rent tribunals are empowered to recover possession. Lagos and Kwara States are good example⁶. The unique feature of rent tribunal throughout the country. is that the tribunal deals primarily with residential accommodation.

It is pertinent to draw our attention to the role being played b Customary/Area Courts in tenancy matters in the Country Magistrate/District Court, Tribunal and High Court of Justice- are empowered by statute to recover premises and enforce the law. These competent Courts sit to hear and determine matters in major towns and cities in the country. The country side or hinterland are left with two options: (a) to institute proceedings to recover premises in near-by towns where competent court(s) is available or (b) resort to "Grass root court"- Area/Customary Court. Though wrong⁷, the second alternative is the preferred choice of rural dwellers. It is an open fact, that in towns and cities or every State of Federation where the Customary Court or Area Court is recognized, tenancy matters are resolved in one way or the other in these courts, and judgment or orders of these courts are sacrosanct and binding on the parties until appeal against and greater percentage of such decisions were never appealed against:

In the Northern States, the Governor of each State may confer jurisdiction on Area

Court to hear and determine tenancy matters, but it is doubtful if any Governor confers such power. Area Court judges sometimes found refuge in Order iv, Section 14 of Area Court Law⁸ that allows any person(s) to institute and prosecute any cause or matter in Area Court. The second schedule of the Area Court Law allows the court to entertain causes, matters concerning ownership possession or occupation of land, perhaps Land is interpreted to mean land and improvement thereon. All said, Area/Customary Courts wrongly (or rightly) entertain tenancy matters in Nigeria.

PRACTICE AND PROCEDURE

It is worthy of note that the applicable legislation and rules of court are uniform and for the purpose of this essay Recovery of premises Law cap 133 Laws of Northern Nigeria, 1963, (As Applicable to Kwara State) hereinafter called "the Law" and Rent control and Recovery of Residential Premises Edict. No. 10 1995 hereinafter called "the Edict" would for the purpose of this paper, serve as specimen.

The Law provides framework to recovery of premises occupied by tenant or occupier. In *DURU V. KASUMU*⁹ the Court of Appeal held that: to succeed in an action for recovery of possession from tenant the landlord must prove the facts enumerated in section 19(1) of Recovery of Premises Act, including sub section (1) (d) that is, the expiration or other determination of tenancy with time and manner thereof. Section 19(1) of the Act and (1)(d) are parimaterial with S 19(1) of the law.

In short, the landlord is required in law to write and serve notice to quit in prescribed Form A and if the tenant refuses or neglects to give up possession, the landlord may apply to the High Court, or a District Court for issue of writ or enter a plaint.

After the Prescribed notices, quit notice and owner's intention to recover possession popularly called SEVEN DAYS NOTICE have been served and at the expiration of or determination of the tenancy. The landlord may apply to court. High Court or District Court for possession and rent and mesne profit may be claimed. And for such landlord to succeed he is bound to prove the following facts:

1. Defendant is still neglecting or refusing to deliver, up possession of premises and
1. Nature of tenancy i.e. yearly or monthly
2. Of the holding
3. Of expiration and thereof determination of the tenancy with time and manner thereof.
4. Of the title of landlord, if such has accrued since the letting of the premises and
5. Of the services or summons, if the Defendant does not appear thereof

The Recovery of Premises and Residential Accommodation Edict No, 1995 of Kwara State, section 24(1) is pan material with section 19(1) of. law.

And the Edict repealed the law to the extent that it relates to accommodation in residential premises in the State. Thereof the law and the Edict No 10 1995 are applicable enactments in the state. The law regulates the relationship between the landlord (of shop and office accommodation) and tenants. The Edict is only applicable to residential accommodation in some selected cities in the State.

RULES OF THE COURT AND RECOVERY OF PREMISES LAW

S.2(1) of the law allows the rules of Court to be applicable. The rule applicable is "the rules for time being in force relating to practice and procedure of the courts in exercise of their respective civil jurisdiction made under the law by which such courts were established or any law amending the same".

In short, the above section allows provisions of High Court (Civil Procedure Rules, District Court rules as a supplement to the Edict or the Law. In situation where the rules of court prescribed a manner for doing an act or not doing it contrary to the provision of the law or Edict, the provision Edict or Law shall supercede that of the Court. The Law has been described as a piece of technical legislation that requires special procedure¹⁰ and where there are lacuna in the Law or Edict the rules of court shall be applied to fill the vacuum.

Therefore a landlord or his agent claiming possession of premises under the Law must make sure that the prescribed conditions contained in the Law and Edict are strictly complied with. For convenience sake, recovery of premises can be divided into three stages:

- A. Mandatory steps before approaching the court.
- B. Proceedings in court.
- C. Enforcement of court order or judgment.

MANDATORY STEPS BEFORE APPROACHING THE COURT: NOTICE - STATUTORY

Once the landlord or his agent has determined the nature of the tenancy between him and the occupier of the premises. He writes notices as scribed by law¹¹. It is important to note that premises include an open land impliedly, a land let out for farming shall be recovered in the same way as¹² building or house shall be recovered.

The Law and the Edict recognize the agreement between the parties for a period/length of notice to be given by landlord/agent to the occupier before the tenancy can be determined. The Edict and the Law clearly provides for landlord or his agent who want to eject a tenant or occupier but tenant can deliver possession informally but usually at the end of tenancy period. And if &livered before expiration of tenancy he/she shall pay rent for the agreed period.

Law, a landlord who wants to recover possession must satisfy the provisions of S.8 (1) of the Law, which provides:

- A. in the case of a tenancy at will or a weekly tenancy a week's notice;
- B. in the case of a monthly tenancy, a month's notice;
- C. in the case of a quarterly tenancy, a quarter's notice;
- D. in the case of a yearly tenancy, half a year's notice:

And if the land is a farm, sufficient notice must be given to the user(s) together and reap the crop thereon if the crop is planted prior to the notice and e tenancy is yearly the provision of S.8 (2) of the Law applies for clarity Section 8(2) of the Law provides that:

"The nature or tenancy shall in absence of any evidence to the contrary be ermined by reference to the time when the rent is paid".

Letting of a farm and farm is the oldest tenancy in Nigeria but I submit, respect that, Section 8(d) of the law does not take good care of farm" tenants, an imaginary narration of a peasant farmer at Erin-Ile, Oyun Local Government Area, of Kwara State would further expose the inadequacy the section. A lot of plantation of palm trees and cocoa was let out to a rustic for yearly consideration of four palm oil containers and a bag of salt. Harvest from the plantation is possible after three years of weeding and tendering. In the absence of agreement between the parties, how will the tenancy e determined? Section 8(1) states:

".....Provided that in the case of yearly tenancy, the tenancy shall not expire before the time any crops growing on the land, the subject of the tenancy, would in the ordinary course be taken; gathered or reaped if such crops were crops which are normally within one year of planting and such planting was done by the tenant prior to the giving of the notice" (underline mine).

From the foregoing, the tenants whose subject of the tenancy takes more than a year to harvest are not protected by the Law; or in alternative more than hat"³ a year notice may be given by landlord, and this will negate the special c technical procedure peculiar to Recovery of premises Law because same is not prescribed by the Law.

The Edict because of its limited jurisdiction provides, instead that monthly tenants who default for three months have brought their tenancy to an end an a landlord can apply to recover possession. Here again once monthly tenants fail or neglect to pay for three months the landlord or his agent can apply w recover possession. The possession can be granted by a court on this ground alone. A tenant Whose tenancy is determined by effluzion of Law usually enjoins the mercies of the court, if the arrears of rent are paid before the plaint is entered or after the commencement of action, once the arrears are paid the courts usually terminate the action⁴, therefore it is submitted that a landlord who wants possession needs to include other grounds for such possession.

Most of the tenancy matters are won and lost before the plaint is filed. The Statutory Notices are condition precedent that cannot be waived but length of notice, may be modified by the parties.

The Law provides formats of what those Notices may 15 look like. Forms A.B.C.D.E. in the law are alternative Specimen of Notices. They can be dispensed with⁶ but when adopted, they are sufficient in Law.

In addition, variation and improvement of the specimen are recognized in Law. The

Notice in substance is expected to contain the following:

- . A. accurate description of the tenancy i.e. weekly, monthly, yearly etc.
- B. Proof of termination of tenancy.
- C. Description of premises sought to be recovered.
- D. Adequate/sufficient address of the landlord and occupier. And the notice must be signed by the landlord or his agent and can be served on the Defendant at any time.

Notices may be given at any time prior to the date of terminations but shall not be effective if the time between the giving of the notice and the time when the tenancy is to be determined is less than the respective period set out in Section 8.

Interpretation of Sections 8 and 9 of the law by those who are—concerned with administration of the law has rather enriched our case law and sharpened our thought as well. Oral notice is recognized but the laws provide for written notice therefore in case of weekly tenant or tenant at will a week notice. This particular notice is popularly called SEVEN DAYS NOTICE that is Owner's intention to apply to recover possession. Here the tenancy has been determined and the status of the parties have been changed by law, that is, the status of the owners and the occupiers. The occupier as a special trespasser must pay mesne profit or for use and occupation⁷. The notice, a week is seven clear days from the day the notice was served on the occupier not the date the notice was prepared. This special notice shall be discussed in detail subsequently.

A monthly tenant is required by law to be given a month notice. A month is one clear month that is first of any month to the last day of the month. A month notice given and served on 2nd March was held to be valid notice only if it is given to expire in April 30. This interpretation excludes counting from two months to make 30 days but one calendar month. This approach has been extensively criticised¹⁸. The interpretation Act¹⁹ defines a month as 30 days that is 28 days 12 hours and 44 minutes. In another word, a month record

A quarterly tenant deserves a quarter notice and yearly tenants an half a notice. These two notices precede owner's intention to apply to recover possession. Impliedly a quarterly tenant shall be given three clear month notice and yearly tenant half a year.

Half a year in the same way means six months²⁰ not 182 days as canvassed by some jurists. As earlier mentioned the notice given orally may be difficult prove and the law provides for written notice. What is the legal effect of notice written in a language other than the language of the court? I submit, with respect, that once essential requirement of law is disclosed by such notice the court may take judicial notice of the notice and treats same similar document coming to court for examination and consideration. However, the tenant(s) who have been served with quit notice is expected pay rent unless a tenancy has been determined by law. Where the landlord accepted rent after determination of the tenancy without express intention create new tenancy agreement such payment is not rent and the quit notice served on the occupier is valid in law as such payment amount to loan and recoverable from such Landlord ^{20a} Similarly, a tenant is bound by law to pay mesne profit or payment for use and occupation of premises when he is in la a trespasser.

WHO SIGNS AND SERVES STATUTORY NOTICE

The position of the law is that Landlord or his agent can prepare and ser Quit Notice. In fact anybody having the written authority of the Landlord can sign and serve same²¹. Neither the Law nor the Edict provides expressly which should sign the statutory notice but deductions have been made from the for contain in schedule 'A' of the Law that the Landlord or reversioner can sign the owner's intention to recover possession.

In COKER V. ADETAYO²² the Court of Appeal enlarged the deduction further by saying:-

Any notice to quit or notice of intention to apply to recover possession issued by any. Solicitor before feller of instructions is null and void and of no effect'. Consequently, the landlord or his agent, solicitor, with written permission of the reversioner an effectively prepare sign and serve statutory notices. The agent or the attorney who is empowered to manage the premises by Section 2 of the Law can authorize the solicitor to write and serve the Statutory notices.

SERVICE OF NOTICE/PROCESS

Section 28 of the Law provides:

service of any notice of determination of tenancy or of a notice to quit or summons, warrant or other process shall be effected in accordance with provisions of the Law for the time being in force relating to the service of Civil Process of District Courts and if the Defendant cannot be found, and place of dwelling shall either not be known, or admission thereto cannot be obtained for serving any such process, a copy of the process shall be pasted on same conspicuous part of the premises sought to be recovered and such pasting shall be deemed good service on the defendant' (Underline is mine).

Service of quit notice and/or seven days notice is required to be served on the occupier personally like other court process and the landlord or reversioner(s) expected to effect the service. It is worthy of note that Section 28 of the Law provide a simple procedure to effect substituted service of the Statutory notice and other court process but this opportunity is seldom used by the bailiff or the landlord. The reluctance of effect service by pasting same at the conspicuous part of the premises can be easily traced to the doubt usually entertain by the court when there is need to prove the service. Plaintiff or the process server hardly satisfies the court that the condition precedent to such service are met.

ADEYEMI V. SHOTE²³ ALEXANDER J. (as then was,) neatly explained when process server can serve the Statutory Notices and other court process by pasting. He said²⁴

...before recourse may be heard to substituted service that is, by pasting the notices on some conspicuous part of the premises it must be shown that reasonable and reasonable efforts have been made to find the party to be served wherever it may be ...it cannot be said that he cannot be found merely because he is not found then and there. It seems... that intention of legislature in making these provisions was to ensure that only where it was that a party was evading personal service or repealed unsuccessful....

But where a person is missing or the landlord or his Agent cannot trace his whereabouts, I submit with respect that he can equally be served by pasting the notices on conspicuous part of the premises to be recovered. In addition reasonable search or effort to find an occupier, like somebody evading service is matter of evidence that needs to be proved. Lagos State Magistrate court Rule 25 provides:

Service of any notice of determination of tenancy or intention to recover possession under Recovery of Premises Law may be served by the landlord or his Agent as if he were a bailiff

And Section 7 Order 6 of the same CAP 82 enjoins the landlord or his Agent to depose to affidavit of service — and such service shall be prima facie evidence of good service.

In District Court where the above provision is lacking most practitioners play it safe by resulting to mode of service as contained in the District Court Rules²⁶ Application for substituted service must be moved and granted District Court or High Court before pasting on the conspicuous place is done. But Order 4 Rule 2 of the District Court (Civil Procedure) Rules provides for special Bailiff to effect service of summons only but not Quit Notice while Section 28 of the Law classified notice and summons as court processes.

I am of the view that notices can be served by special bailiff and through court as well as S28 of the law states that notice or other court process can be served in accordance with the provisions of the law in force.

In addition, where tenant or occupier refuses to acknowledge or evades service and the court processes are pasted on conspicuous part of the premises to be recovered the process server must depose to affidavit of service and same is filed in court. Where landlord or his agent is confronted with problem in effecting statutory notices he may equally depose to affidavit of service without running foul of Section 91(3) of the Evidence Act²⁷.

Once adequate sufficient notice has been served and the occupiers still on or neglect to deliver possession. The reversioner may apply to court at the expiration of time contained in the notice, He may apply for the issue of Writ or enter plaint as prescribe in form E

Where plaint is entered against the Defendant. The plaintiff is required by to claim arrears of rent, mesne profit and claim for utilities available in the premises, if a building, in addition to possession. And duplicate copy(ies) of the statutory notice(s) must be annexed to

the plaintiff²⁸. The plaintiff may abandon any of the claim during proceedings, in the same way claim for arrears of rent may succeed while claim for possession failed and shall be kept out with mesne profit, its complement Courts (District High Courts) can hear and determine claim for Damages and Plaintiff can similarly join claim for Damages²⁹ with other claims but action brought under the premises law specifically disallows joinder of actions with arrears of rent mesne profit³⁰. In addition plaintiff may claim profit in three ways as contained in form E of the law.

Most practitioners now adopt the last or third option that is "(the plaintiff claims possession and N00. 00 for arrears of rent and mesne profit from the ... Day of 199 until possession is delivered". The rate or actual mesne profit sometime works injustice against the plaintiff where the value of the premises appreciate³¹. Once tenancy has been duly determined, the occupier is bound in law to pay compensation for wrongful occupation of another person's premises. The action for compensation, or mesne profit does not arise unless the landlord has recovered possession or the tenant's interest in land has come to an end³².

In summary, a plaintiff who sets out to recover possession in addition to arrears of rent and mesne profit or for ejection alone is required in law to do the following:³³

A to determine the tenancy according to the law by serving legal notice(s) on the defendant

B and when the defendant refused or neglects to deliver possession enter a claim against such defendant in accordance with the law as in form E and F of the Law and prove on oath convincingly the provisions of Section 19(l)a-f.

Failure to satisfy the court that the above conditions are met in Law and in fact the defendant shall be entitled to Judgment and may be awarded cost.

COUNTER CLAIM/SET OFF

Defendant can counter claim or make any claim against the Plaintiff in respect of unexhausted improvement on the plaintiff's premises. The provision of S.16(a) of the law provides that notice of Counter Claim shall be given to the landlord three clear days before hearing. Form F (Writ) also contains a portion to be filled by the Registry in respect of duration of notice of counter claim seven days before hearing. The court allows this surplusage and the court is also empowered to enlarge the period to notify the plaintiff about the claim. In District Court, unlike magistrate court in Lagos, the Edict is silent as to the period of notice of counter claim and the District Court (Civil Procedure) Rules is not helpful. Notice and particulars of counter claim is expected to be filed or included in written statement of Defence where pleading is ordered; and section 4 of the Rule 4, Order XXII allows oral pleading in lieu of written pleading and defendant hardly counter claims through this means, at most each head of claim of plaintiff is denied specifically.

It is suggested, with due respect that where the Defendant engages no counsel, court should, as a matter of duty, acquit the parties this opportunity.

In the High Court, the High Court (Civil Procedure) Rules provide³⁴ that counter claim must be filed when the Statement of Defence is to be filed or included in the Statement of Defence. The purpose of the notice of counterclaim is simply to give adversary an opportunity to react to the counter claim and to avoid undue surprise. In addition, multiplicity of action is discouraged, though counter claim is separate and independent action³⁵.

JUDGMENT AND ITS ENFORCEMENT

Recovery of Premises Law and the Rent Control and Recovery of Residential Premises Edict 1995 (Edict No 10) provide special ways to draw order and the judgment. The schedule to the Law and Edict and like other forms contained in the law and Edict, the trial judgment alters, varies and does away with forms provided the essential ingredient of judgment is contained.

Once judgment is entered for a party, the ordinary rule of the Courts shall be applied to enforce it, mostly the judgment creditor approaches the court Registrar and completes the prescribed forms: Writ of attachment for sale of goods and Writ for possession. This is simply administrative. Once the forms signed by the judge who gave the order of or the judgement. The chattel of judgment debtor, who fails to pay the adjudged sum to the creditor, shall be taken to court for possible sale to satisfy the judgment sum by the court.

Sheriff. The Sheriff is empowered by law to distress chattel or property of judgment debtor whenever the property may hind with a particular territory³⁶ but wearing apparel and bedding of the judgment debtor or his family the tools and implement of his trade are not expected to be taken. Sheriffs and Civil Process Law impliedly allows execution on such item provided goods, chattels and working tools and implement worth N10.00 are left with judgment debtor as the Section provides that³⁷:

Any of the goods and chattels of the person, except the wearing Apparel and bedding of that person or his family and the tools and his Implements of his trade, to the value of five pounds, which shall to that extent be protected from seizure; and

The aim of legislature, to my mind, is to protect the judgment debtor so that he would be allowed to practice his/her trade after seizure but economic reality of the country has radically made that concession worthless.

The judgment debtor can arrest sale of his property if he so desire by paying the judgment sum and cost or expenses incurred to the Bailiff to distress the property and keep same before the five days³⁸ allowed by law elapsed and the Registrar may order return of the property to him. The mode of sale that is publicity and the value of the property are guided by court rules and execution of judgement on immovable property of judgment debtor is allowed by law but this can be resorted to only where there is no movable property of the judgement within the jurisdiction of the court.

The writ for possession and writ of attachment Forms 4,5,6 and 27 can be executed simultaneously or in alternative. And court bailiff is expected to execute the judgement, in practice the Sheriff armed with duly signed writs of attachment (fifa) and possession size on distress the judgement Debtor and such properties are kept in Court. The police usually accompany the Sheriff to enforce Court order, this is perhaps a tradition brought about h experience. The Sheriff can, in law, enforce court order without police assistance and it is illegal to obstruct the Sheriff³⁹ in course of his duty).

Finally, other methods of enforcing court judgment are open to reversioner but the above approach (fifa) is the most popular and widely used.

Conclusively, a lot have been written about the Recovery of Premises in Nigeria and the loud cry that may be added to the volumes of criticisms for and against the Laws, practice and procedure is that the laws and rough and the edicts or tribunal are obsolete and needs urgent reform.

END NOTE

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2. Cap 93 Laws of Federation of Nigeria 1948
3. Edict No 10 of 1995
4. Obi-Okoye, Essay on Civil Proceeding (Vol.1) Edition pg42 para.69
5. Supra
- 6 Edict No 10, Kwara State 1995
7. Adelaja V. Lasunkanmi (1976) 3 OYSHC pg. 360
- See also Section 2 Recovery of Premises Law Cap 115 Laws of N.N 1963
8. See Nit. Joint Agency V. Arrow Enp & General Transport Co. j.(1969) All NLR pg.56
9. (1979) DAC 60
10. Nigeria Joint Agency Ltd. And Arrow Engineering and Gen. Transport Co & Ltd. (Supra)
11. See the various Rent Control and Recovery of Residential Premises Laws e.g. Sections 16 and 17 of Edict No 10,Xwara State 1995.
12. S.8(l) Recovery of Premises Law (Capl 15) Law of Northern Nigeria 1963
13. Section 8 Recovery of Premises Law and Section 17(1) of Recovery of Residential Premises Edict 1995
14. Talabi V. Oderinde (1969)2 All NLR 102
15. See Schedule of Recovery of Premises Law Cap 115
16. See Section 31(1) of Recovery of Premises Law (Cap. 1 15)
17. A.P Nig. Ltd. V.. Owodunni (.1991)11 SCNJ 81
18. Justice, Journal of contemporary legal Problems (1991) volume 2 No.7. at Page 23-25
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20. Justice (1991) Vol.2 No 7 Supra
- 20a. See UDHU V. IZEDUNMUCH 1990 NWLR 357
21. See Lababedi V. James (1962) 2 All NLR 31
22. Suit No CA/C/35/90 delivered by Court of Appeal Lagos on 27th April 1992. This decision is impari materia
23. (1964) LL.R203
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- Order 6, Cap 82 District Court (Civil Procedure) Rules of Lagos State 26 Order 4 Rule 1-9
- Cap 33 Laws of Northern Nigeria 1963
- As Amended by Decree No 61 of 1991.
28. A'anaku V. Onipede (1974) 8 CCHCJ 1223
29. Otusanya V. Obioha (1979) 4-6 CCHCJ I at 3
30. Oku V. Awana (1961) IANLR 197
31. African Petroleum Ni. Ltd. V. Owodunni (1991) Supra Avinke V: Lawal (1994) 7-8 SCNJ pg. 481
32. Ajhaji R. Solomon V. Baily Anor (1980) 7-9 CCHCJ 2251 at 2257
33. Otusanva V. Obioha (1979) Supra at pg.3
34. Order 25 Rule 3(1)
35. See Dan Hausa & Co Ltd. V. Panatrade Ltd. (1993) 7 SCNJ 100
36. Sheriff and Civil Process law Cap 123 Laws of N.N (1963)
37. Ibid Section 25
38. Ibid Section 29(1)
39. Ibid Section 28