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INTERNAL MEMORANDUM

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To: Nigeria Governors' Forum  
From: Director General  
Date: 14<sup>th</sup> November 2018  
Subject: **Riverdale Financial Services Ltd V. NGF & 9 Ors**

The above subject matter refers. Refer also to our Memo on the said Subject dated 15<sup>th</sup> August 2018.

Your Excellency will recall that Riverdale instituted legal proceedings against that NGF and nine (9) States at the Abuja Multidoor Courthouse (AMDCH) over unpaid consultancy fees in respect of work allegedly done by the company on the London-Paris Club refunds. The States include Katsina, Kwara, Bauchi, Kogi, Ekiti, Osun, Plateau, Zamfara and Sokoto States.

Recall also that we had, in the afore-mentioned, informed the Forum that the case had been desegregated by order of the Court. The severing of the defendants was based on the court's conclusion that the cases were diverse in character and relevant clauses were dissimilar.

In the light of this, our lawyers have continued to diligently defend the suits and have regularly updated us on developments.

By way of summary, Your Excellency is invited to note that:

1. **Sokoto State** – Following a non-objection by the parties, the Court appointed an arbitrator, Justice Christantus Senlong (Retired) to resolve the dispute. Necessary dates for this process are awaited.
2. **Katsina State** – Counsel to the Katsina State government withdrew his representation and participation in the proceedings. Court then ruled that the matter would be transferred to the High Court of the FCT for continuation of proceedings.

3. **Kwara State** - Negotiations between the Claimant Company and Kwara State government are at an advanced stage. A draft Settlement Agreement had been prepared preparatory to execution by the parties.
4. **Bauchi State** – Following a finding by the Mediator that there was nothing linking the NGF with the extant case, same was transferred to the High Court, but the Court referred the suit back to the Abuja Multidoor Court House. Matter has been adjourned to the 19<sup>th</sup> of November 2018.
5. **Kogi State** – The matter is still before the AMDCH and the parties have not come to any agreement. At the last adjourned date, 22<sup>nd</sup> October 2018, Kogi State government was not present in Court.
6. **Zamfara State** – Following a refusal to reach a consensus between the parties, the Mediator has ordered that the Director, Civil Litigation Zamfara State appoint an Arbitrator to resolve the dispute.
7. **Plateau State** – Claimant has never served any processes against Plateau State and the matter as it affects Plateau State has never been scheduled for hearing.
8. **Osun State** – No processes against Osun State have been filed at the AMDCH but we understand that a Writ has been issued at the Osun State High Court by the Claimant.

Finally, the Forum is invited to recall that the NGF Legal Committee had recommended that consultants be referred to the engaging States for payment.

Find attached a copy of the Processes as well as detailed Report by the Lawyer engaged by the NGF.

For your consideration, please.

**Director General**



*Ayodele  
Gatta & Co*

LEGAL PRACTITIONERS  
& NOTARY PUBLIC

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9<sup>th</sup> November, 2018

The Director General,  
Nigeria Governors' Forum,  
51 Lake Chad Crescent,  
Maitama,  
Abuja.

**ATTENTION: CHUKA CHIJOKE Esq**

Sir,



**COMPOSITE REPORT ON PROCEEDINGS IN RIVERDALE**  
**FINANCIAL SERVICES LTD V. NGF & 9 ORS**

The above subject refers:

Consequent on the severance of the aforementioned suit into Nine (9) suits on the 23<sup>rd</sup> day of July 2018, as a result of the multifarious character and clauses in the various Agreements executed as between the claimants and the Defendants, I hereby forward herewith a composite report in respect of proceedings.

Mindful of the forgoing, I proceed herewith to report the present state of proceedings with respect to the various states Defendants/Respondents.

**SOKOTO STATE**

The matter with Sokoto State last came up before the Abuja multi-Door courthouse on the 11<sup>th</sup> day of October 2018. Counsel to Sokoto State Government, Steve Emelieze told the AMDC panel that they did request for some documents from the claimant specifying the work done with respect to this suit and consequently suggested that the matter can proceed to Arbitration. Counsel stated that the 2<sup>nd</sup> Defendant, Sokoto State was ready to empower the AMDC to appoint an

Arbitrator. We submitted that since it had become inevitable that an Arbitrator be appointed, we are not objecting.

The Mediator suggested Rtd. Justice Christantus Senlong as the Arbitrator. There was no objection. The matter was adjourned sine die with the AMDC mandated to write a letter informing the jurist about his appointment and scheduling a date for all parties to meet/convene for a pre-trial conference.

### **KATSINA STATE**

The matter with Katsina State last up on the 2<sup>nd</sup> day of August 2018 for hearing. Counsel for Katsina State, Abubakar Umar Esq, a Director with the Ministry of Justice in the State, submitted that NGE should bear liability for the constancy fees due to the claimant, Katsina State. He referred the courthouse to a Document dated the 29<sup>th</sup> day of December k2016 wherein the Katsina State Government, directed the MD of Riverdale Financial Services Ltd (The Claimant) to contact NGF on the premise that the NGF had taken over the payment of the said consultancy fees.

In response we countered his submission and unequivocally denied liability. We did argue that there is no privity of contact as between the claimant and the NGF. We further stated that had the NGF assumed the said liability, there would have been a document evidencing the said assumption of the claim by the NGF.

We demanded of the Katsina State Government to provide proof of the assignment of the debt to NGF and also to provide a reciprocal extant undertaking by NGF to assume the responsibility for the consultancy fees due to the Claimant.

However, in a curious twist of events, the counsel to the Katsina State Government informed the panel that henceforth he would not be coming for the proceedings. He thus, effectively withdrew his representation in respect of the AMDC proceedings.

The Head of the AMDC Panel, Mrs. Osasere Umole ruled that consequent thereto, the matter would be remitted to the High Court of the FCT for continuation of proceedings (hearing).

Counsel to Katsina State, has not attended proceedings thereafter validating his threat not to come for proceedings any further.

### **KWARA STATE**

As a sequel to our earlier report dated 14<sup>th</sup> August 2018 on Kwara State, further progress has been made with respect to settlement between the Claimant and the 2<sup>nd</sup> Defendant. Counsel to the claimant, Mr. Peter Jiya, did inform the AMDC that they had a meeting with the Attorney General (Kwara State) whereupon the AG confirmed receiving a draft copy of the Agreement but that he needed to hear from the State Ministry of Finance before reverting to the state's solicitors. The matter was then adjourned to the 25<sup>th</sup> day of September 2018.

On the 25<sup>th</sup> day of September 2018, Mr. Peter Jiya, and the counsel to Kwara State further confirmed that a Draft Settlement Agreement had been drawn up and consequently expressed confidence that at the next adjourned date the agreement would have been duly executed.

At the next adjourned date however, the matter did not go on. We continued however to disclaim liability.

### **BAUCH STATE**

Parties in the matter of Bauchi State could not come to a compromise with respect to the appointment of an Arbitrator as at the 25<sup>th</sup> day of September 2018. The case for the Bauchi state Government was that they are disclaiming liability because the Claimant, allegedly did not comply with the terms of the consultancy Agreement and consequently asked that the matter be referred back to the court.

The mediator Dr. Jinji after listening to our submissions that we are not privy to the transactions between the Claimant and the 2<sup>nd</sup> Defendant (Bauchi State) reiterated the fact that from all the processes filed there is nothing linking the 1<sup>st</sup> defendant, Nigeria Governors Form with the contract between the claimant and the 2<sup>nd</sup> Defendant. The mediator ruled that the matter be referred back to the court.

On the 30<sup>th</sup> day of October 2018, at the proceedings it was learnt that the court declined to hear the matter and instead referred the matter once again to the AMDC. Counsel to the Bauchi State Government (Godwin Idiagbonya) vehemently opposed the appointment of an Arbitrator stating that he does not have the mandate of his client to so do. Matter was further adjourned to 19<sup>th</sup> day of November 2018 at 2.00pm.

### **KOGI STATE**

The matter for Kogi State came up for hearing on the 3<sup>rd</sup> day of September 2018. The day's business was to enable the claimant to produce some documents on the grounds that counsel to Kogi State does not have access to the said documents. The 2<sup>nd</sup> Respondent's counsel insisted that the matter be referred back to court. The head of the AMDC mediation team replied that the courthouse cannot just refer the matter back to the court as it was the court that referred same to AMDC in the first instance. In his response, counsel to the Claimant, Mr. Peter Jiya insisted that albeit, the 2<sup>nd</sup> Respondent, Kogi State, has the document under contention, they would oblige the 2<sup>nd</sup> Respondent with another copy of the document. He further asserted that Riverdale (the claimant) is a sub-contractor to Canes, and that the latter has the contract documents. Matter was adjourned to the 12<sup>th</sup> day of September 2018 for continuation of hearing.

As counsel to the 1<sup>st</sup> Respondent, we maintained our defence that there is no privity of contract as between the claimant and our client, the Nigeria Governors' Forum.

On the 12<sup>th</sup> day of September 2018, counsel to Kogi State re-asserted the demand on the government of Kogi State to present the documents evidencing the relationship between the claimant and Canes consultancy and asked that failure on the part of the claimant to so do, the matter be referred back to the court. Counsel to the Kogi state government insisted that there was no business being at the AMDC. Matter was adjourned to the 22<sup>nd</sup> day of October 2018 at 12:00 noon.

On the 22<sup>nd</sup> day of October 2018 counsel to Kogi State were not present for proceedings.

## **ZAMFARA STATE**

In summary, the matter of Zamfara State came up on the 11<sup>th</sup> day of September 2018, counsel for Zamfara State, Abdul Ahmed asked for a report from the claimant in validation of his claims against the state government. Matter adjourned to the 4<sup>th</sup> day of October 2018 for the appointment of an Arbitrator.

Matter eventually came up on the 11<sup>th</sup> day of October 2018, the State was represented by a state counsel Mansur Lawal. He informed the AMDC that the State Government is no longer interested in mediation or any other form of ADR

and consequently any aggrieved party can proceed to court to ventilate his grievances. The mediator therefore directed the counsel to Zamfara State to inform the Director Civil Litigation to appoint an Arbitrator.

### **EKITI STATE**

The matter of Ekiti State was scheduled to hold on the 20<sup>th</sup> day of August 2018 but the Attorney General of the State requested that the matter be adjourned to 28<sup>th</sup> day of August 2018 so that he can attend sittings during the NBA Conference scheduled to commence on the 26<sup>th</sup> day of August, 2018.

The matter however did not hold on the 26<sup>th</sup> day of August 2018. The matter we were reliably informed is receiving attention with the state government.

### **PLATEAU STATE**

The matter of Plateau has never been scheduled for hearing. This is in addition to the fact that the claimant never served processes with respect to Plateau State on us.

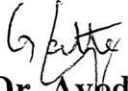
### **OSUN STATE**

Like Plateau State, no proceedings in Osun State yet. A Writ has been issued in the Osun State High Court by the Claimant.

Find attached to this report, copies of processes filed and served by us on the claimants and the Defendants respectfully.

Thank you.

Yours faithfully,

  
**Dr. Ayodele Gatta**  
**Solicitor**



IN THE ABUJA MULTI-DOOR COURTHOUSE  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: CV/2165/17

AUDC NO: .....

BETWEEN

RIVERDALE FINANCIAL SERVICES LTD. - - CLAIMANT

AND

1. NIGERIA GOVERNORS' FORUM

2. OSUN STATE GOVERNMENT

3. THE HON MINISTER, FEDERAL MINISTRY OF FINANCE } RESPONDENT/

4. THE ACCOUNTANT GENERAL OF THE FEDERATION } DEFENDANT

5. CENTRAL BANK OF NIGERIA

1<sup>st</sup> RESPONDENT/DEFENDANT STATEMENT OF ISSUES BROUGHT  
PURSUANT TO RULE 9 OF THE AMDC MEDIATION &  
ARBITRATION RULES (2003)

Pursuant to the AMDC Mediation & Arbitration Rules (2003) the 1<sup>st</sup> Respondent/Defendant has formulated the following issues for the resolution of the Abuja Multi-Door Courthouse.

1. **WHETHER** by the contents of the letter dated the 29<sup>th</sup> day of December 2016, it is conclusive evidence that the 1<sup>st</sup> Defendant/Respondent had taken over the payment of the consultancy fees due to the Claimant from the 2<sup>nd</sup> Respondent/Defendant.
2. **WHETHER** by the terms of the Consultancy Agreement dated the 19<sup>th</sup> day of November 2007 and 1<sup>st</sup> day of November 2010 executed as between the Claimant and the 2<sup>nd</sup> Respondent/Defendant binds the 1<sup>st</sup> Respondent/Defendant cognisant of the fact that the 1<sup>st</sup> Respondent/Defendant was neither a party to same and did not take benefits emanating therefrom.
3. **WHETHER**, and if the 1<sup>st</sup> Respondent/Defendant had taken over the payment of the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant, the claimant is not liable to provide documents evidencing the Agreement as between the 1<sup>st</sup> Respondent/Defendant and the 2<sup>nd</sup> Respondent/Defendant with respect thereto.



4. **WHETHER** there exists any privity of contract as between the claimant and the 1<sup>st</sup> Respondent/Defendant.
5. **WHETHER** the contents of the letter dated the 29<sup>th</sup> day of December 2016 issued by the Katsina State Government, Ministry of Finance effectively assigned the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant.
6. **WHETHER** on the preponderance of evidence before the AMDC the claimant had established any cause of action against the 1<sup>st</sup> Respondent/Defendant.

**WHEREOF** the 1<sup>st</sup> Respondent/Defendant shall urge the AMDC to find that it is not privity to the Agreement between the Claimant and the 2<sup>nd</sup> Respondent/Defendant and subsequently no cause of action established against it.

Dated this 25<sup>th</sup> day of SEPT 2018.



*G. Gatta*

---

**Dr. Ayodele Gatta**  
 Lucky Harry Briggs Esq.,  
 Anita Oteh (Mrs) Esq  
 1<sup>st</sup> Respondent/ Defendant  
 Solicitor  
 Ayodele Gatta & Co.  
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 Plot 500 Tafawa Balewa Way  
 Area 3, Garki  
 Abuja

**FOR SERVICE ON**

1. The Claimant  
 c/o Her Solicitors  
 Peter Jiya, Esq.  
 Ayodele Lawrence, Esq.  
 Philip A. Jago, Esq.  
 Abdulbasit Usman, Esq.  
 Josiah A. Ojenya, Esq.  
 Counsel to Plaintiff  
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1. NIGERIA GOVERNORS' FORUM
  2. KATSINA STATE GOVERNMENT
  3. THE HON MINISTER, FEDERAL MINISTRY OF FINANCE
  4. THE ACCOUNTANT GENERAL OF THE FEDERATION
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2. **WHETHER** by the terms of the consultancy Agreement dated the 6<sup>th</sup> day of November 2015 and executed as between the Claimant and the 2<sup>nd</sup> Respondent/Defendant binds the 1<sup>st</sup> Respondent/Defendant binds: the 1<sup>st</sup> Respondent/Defendant cognisant of the fact that the 1<sup>st</sup> Respondent/Defendant was neither a party to same and did not take benefits enacting therefrom.
3. **WHETHER**, and if the 1<sup>st</sup> Respondent/Defendant had taken over the payment of the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant, the claimant is not liable to provide documents evidencing the Agreement as between the 1<sup>st</sup> Respondent/Defendant and the 2nd Respondent/Defendant with respect thereto.

4. **WHETHER** there exists any privity of contract as between the claimant and the 1<sup>st</sup> Respondent/Defendant.
5. **WHETHER** the contents of the letter dated the 29<sup>th</sup> day of December 2016 issued by the Katsina State Government, Ministry of Finance effectively assigned the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant.
6. **WHETHER** on the preponderance of evidence before the AMDC the claimant had established any cause of action against the 1<sup>st</sup> Respondent/Defendant.

**WHEREOF** the 1<sup>st</sup> Respondent/Defendant shall urge the AMDC to find that it is not privity to the Agreement between the Claimant and the 2<sup>nd</sup> Respondent/Defendant and subsequently no cause of action established against it.

Dated this 25<sup>th</sup> day of SEPT 2018



Gatta

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 Lucky Harry Briggs Esq.,  
 Anita Oteh (Mrs) Esq  
 1<sup>st</sup> Respondent/ Defendant  
 Solicitor  
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SUIT NO: CV/2165/17

AUDC NO: .....

**BETWEEN**

**RIVERDALE FINANCIAL SERVICES LTD. - - CLAIMANT**

**AND**

- 1. NIGERIA GOVERNORS' FORUM**
  - 2. EKITI STATE GOVERNMENT**
  - 3. THE HON MINISTER, FEDERAL MINISTRY OF FINANCE**
  - 4. THE ACCOUNTANT GENERAL OF THE FEDERATION**
  - 5. CENTRAL BANK OF NIGERIA**
- } **RESPONDENT/  
DEFENDANT**

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1. **WHETHER** by the contents of the letter dated the 29<sup>th</sup> day of December 2016, it is conclusive evidence that the 1<sup>st</sup> Defendant/Respondent had taken over the payment of the consultancy fees due to the Claimant from the 2nd Respondent/Defendant.
1. **WHETHER** by the terms of the consultancy Agreement dated the 14<sup>th</sup> day of July 2011 and executed as between the Claimant and the 2<sup>nd</sup> Respondent/Defendant binds the 1<sup>st</sup> Respondent/Defendant binds the 1<sup>st</sup> Respondent/Defendant cognisant of the fact that the 1<sup>st</sup> Respondent/Defendant was neither a party to same and did not take benefits emanating therefrom.
2. **WHETHER**, and if the 1<sup>st</sup> Respondent/Defendant had taken over the payment of the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant, the claimant is not liable to provide documents evidencing the Agreement as between the 1<sup>st</sup> Respondent/Defendant and the 2nd Respondent/Defendant with respect thereto.

3. **WHETHER** there exists any privity of contract as between the claimant and the 1<sup>st</sup> Respondent/Defendant.
4. **WHETHER** the contents of the letter dated the 29<sup>th</sup> day of December 2016 issued by the Katsina State Government, Ministry of Finance effectively assigned the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant.
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Dated this 25<sup>th</sup> day of SEPT 2018



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RIVERDALE FINANCIAL SERVICES LTD. - - CLAIMANT

AND

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| <ol style="list-style-type: none"><li>1. NIGERIA GOVERNORS' FORUM</li><li>2. SOKOTO STATE GOVERNMENT</li><li>3. THE HON MINISTER, FEDERAL MINISTRY OF FINANCE</li><li>4. THE ACCOUNTANT GENERAL OF THE FEDERATION</li><li>5. CENTRAL BANK OF NIGERIA</li></ol> | } | RESPONDENT/<br>DEFENDANT |
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2. **WHETHER** by the terms of the consultancy Agreement dated the 30<sup>th</sup> day of June 2014 and executed as between the Claimant and the 2<sup>nd</sup> Respondent/Defendant binds the 1<sup>st</sup> Respondent/Defendant cognisant of the fact that the 1<sup>st</sup> Respondent/Defendant was neither a party to same and did not take benefits enacting therefrom.
3. **WHETHER**, and if the 1<sup>st</sup> Respondent/Defendant had taken over the payment of the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant, the claimant is not liable to provide documents evidencing the Agreement as between the 1<sup>st</sup> Respondent/Defendant and the 2<sup>nd</sup> Respondent/Defendant with respect thereto.
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Dated this 25<sup>th</sup> day of SEPT 2018



*G. Gatta*  

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**Dr. Ayodele Gatta**  
Lucky Harry Briggs Esq.,  
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*PROOF OF SERVICE*  
IN THE ABUJA MULTI-DOOR COURTHOUSE  
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  2. KWARA STATE GOVERNMENT
  3. THE HON MINISTER, FEDERAL MINISTRY OF FINANCE
  4. THE ACCOUNTANT GENERAL OF THE FEDERATION
  5. CENTRAL BANK OF NIGERIA
- } RESPONDENTS/  
DEFENDANTS

1<sup>st</sup> RESPONDENT/DEFENDANT STATEMENT OF ISSUES BROUGHT  
PURSUANT TO RULE 9 OF THE AMDC MEDIATION &  
ARBITRATION RULES (2003)

Pursuant to the AMDC Mediation & Arbitration Rules (2003) the 1<sup>st</sup> Respondent/Defendant has formulated the following issues for the resolution of the Abuja Multi-Door Courthouse.

1. **WHETHER** by the contents of the letter dated the 29<sup>th</sup> day of December 2016, it is conclusive evidence that the 1<sup>st</sup> Defendant/Respondent had taken over the payment of the consultancy fees due to the Claimant from the 2nd Respondent/Defendant.
2. **WHETHER**, and if the 1<sup>st</sup> Respondent/Defendant had taken over the payment of the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant, the claimant is not liable to provide documents evidencing the Agreement as between the 1<sup>st</sup> Respondent/Defendant and the 2nd Respondent/Defendant with respect thereto.
3. **WHETHER** there exists any privity of contract as between the claimant and the 1<sup>st</sup> Respondent/Defendant.
4. **WHETHER** the contents of the letter dated the 29<sup>th</sup> day of December 2016 issued by the Katsina State Government, Ministry of Finance effectively assigned the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant.



5. **WHETHER** by the term of the consultancy Agreement dated the 13<sup>th</sup> day of July 2011 and executed as between the Claimant and the 2<sup>nd</sup> Respondent/Defendant binds the 1<sup>st</sup> Respondent/Defendant cognisant of the fact that the 1<sup>st</sup> Respondent/Defendant was neither a party to same and did not take benefits emanating therefrom.

6. **WHETHER** on the preponderance of evidence before the AMDC the claimant had established any cause of action against the 1<sup>st</sup> Respondent/Defendant.

**WHEREOF** the 1<sup>st</sup> Respondent/Defendant shall urge the AMDC to find that it is not privy to the Agreement between the Claimant and the 2<sup>nd</sup> Respondent/Defendant and subsequently no cause of action established against it.

Dated this 4<sup>th</sup> day of SEPTEMBER 2018



Dr. Ayodele Gatta

Lucky Harry Briggs Esq.,  
Anita Oteh (Mrs) Esq.  
1<sup>st</sup> Respondent/ Defendant  
Solicitor  
Ayodele Gatta & Co.  
Suite B2 Ndamela House  
Plot 500 Tafawa Balewa Way  
Area 3, Garki  
Abuja

**FOR SERVICE ON**

3. The Claimant  
c/o Her Solicitors  
Peter Jiya, Esq.  
Ayodele Lawrence, Esq.  
Philip A. Jago, Esq.  
Abdulbasit Usman, Esq.  
Josiah A. Ojenya, Esq.  
Counsel to Plaintiff  
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Suit B.8/9, Abuja Shopping Mall,  
Wuze Zone 3, Abuja.  
08034515939/08174080505  
greenfieldsolicitors@gmail.com
4. The 2nd Respondents Solicitor  
Abdulwahab Mohammed, Esq.

IN THE ABUJA MULTI-DOOR COURTHOUSE  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: CV/2165/17

AUDC NO: .....

BETWEEN

RIVERDALE FINANCIAL SERVICES LTD. - - CLAIMANT

AND

- 1. NIGERIA GOVERNORS' FORUM
  - 2. SOKOTO STATE GOVERNMENT
  - 3. THE HON MINISTER, FEDERAL MINISTRY OF FINANCE
  - 4. THE ACCOUNTANT GENERAL OF THE FEDERATION
  - 5. CENTRAL BANK OF NIGERIA
- } RESPONDENT/  
DEFENDANT

1<sup>ST</sup> RESPONDENT/DEFENDANT STATEMENT OF ISSUES BROUGHT  
PURSUANT TO RULE 9 OF THE AMDC MEDIATION &  
ARBITRATION RULES (2003)

Pursuant to the AMDC Mediation & Arbitration Rules (2003) the 1<sup>st</sup> Respondent/Defendant has formulated the following issues for the resolution of the Abuja Multi-Door Courthouse.

- 1. **WHETHER** by the contents of the letter dated the 29<sup>th</sup> day of December 2016, it is conclusive evidence that the 1<sup>st</sup> Defendant/Respondent had taken over the payment of the consultancy fees due to the Claimant from the 2<sup>nd</sup> Respondent/Defendant.
- 2. **WHETHER**, and if the 1<sup>st</sup> Respondent/Defendant had taken over the payment of the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant, the claimant is not liable to provide documents evidencing the Agreement as between the 1<sup>st</sup> Respondent/Defendant and the 2<sup>nd</sup> Respondent/Defendant with respect thereto.
- 3. **WHETHER** there exists any privity of contract as between the claimant and the 1<sup>st</sup> Respondent/Defendant.
- 4. **WHETHER** the contents of the letter dated the 29<sup>th</sup> day of December 2016 issued by the Katsina State Government, Ministry of Finance effectively assigned the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant.

- 5. **WHETHER**, and if not, Respondent/Defendant had taken over the payment of the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant, the claimant is not liable to provide documents

2. ~~5.~~ **WHETHER** by the term of the consultancy Agreement dated the 30<sup>th</sup> day of June 2014 and executed <sup>as</sup> between the Claimant and the 2<sup>nd</sup> Respondent/Defendant <sup>under the 1<sup>st</sup> Respondent/Defendant</sup> cognisant of the fact that the 1<sup>st</sup> Respondent/Defendant was neither a party to ~~some~~ and did not take benefits ~~emanating~~ therefrom.

6. **WHETHER** on the <sup>emanating</sup> preponderance of evidence before the AMDC the claimant had established any cause of action against the 1<sup>st</sup> Respondent/Defendant.

**WHEREOF** the 1<sup>st</sup> Respondent/Defendant shall urge the AMDC to find that it is not privy to the Agreement between the Claimant and the 2<sup>nd</sup> Respondent/Defendant and subsequently no cause of action established against it.

Dated this 4<sup>th</sup> day of SEPT 2018

Gatta  
**Dr. Ayodele Gatta**  
Lucky Harry Briggs Esq.,  
Anita Oteh (Mrs) Esq.  
1<sup>st</sup> Respondent/ Defendant  
Solicitor  
Ayodele Gatta & Co.  
Suite B2 Ndamela House  
Plot 500 Tafawa Balewa Way  
Area 3, Garki  
Abuja

**FOR SERVICE ON**

1. The Claimant  
c/o Her Solicitors  
Peter Jiya, Esq.  
Ayodele Lawrence, Esq.  
Philip A. Jega, Esq.  
Abdulbasit Usman, Esq.  
Josiah A. Ojenya, Esq.  
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08034515939/08174080505  
greenfieldsolicitors@gmail.com
2. The 2nd Respondents Solicitor  
Abdulwahab Mohammed, Esq.

**FOR SERVICE ON**

The Claimant

Her Solicitors

Peter Jiya, Esq.

Ayodele Lawrence, Esq.

IN THE ABUJA MULTI-DOOR COURTHOUSE  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: CV/2165/17

AUDC NO: .....

BETWEEN

RIVERDALE FINANCIAL SERVICES LTD. - - CLAIMANT

AND

1. NIGERIA GOVERNORS' FORUM
  2. BAUCHI STATE GOVERNMENT
  3. THE HON MINISTER, FEDERAL MINISTRY OF FINANCE
  4. THE ACCOUNTANT GENERAL OF THE FEDERATION
  5. CENTRAL BANK OF NIGERIA
- } RESPONDENTS/  
DEFENDANTS

1<sup>st</sup> RESPONDENT/DEFENDANT STATEMENT OF ISSUES BROUGHT  
PURSUANT TO RULE 9 OF THE AMDC MEDIATION &  
ARBITRATION RULES (2003)

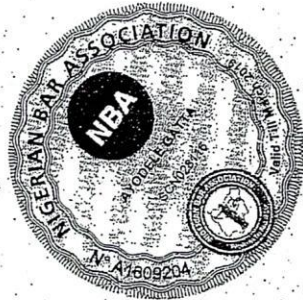
Pursuant to the AMDC Mediation & Arbitration Rules (2003) the 1<sup>st</sup> Respondent/Defendant has formulated the following issues for the resolution of the Abuja Multi-Door Courthouse.

1. **WHETHER** by the contents of the letter dated the 29<sup>th</sup> day of December 2016, it is conclusive evidence that the 1<sup>st</sup> Defendant/Respondent had taken over the payment of the consultancy fees due to the Claimant from the 2<sup>nd</sup> Respondent/Defendant.
2. **WHETHER**, and if the 1<sup>st</sup> Respondent/Defendant had taken over the payment of the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant, the claimant is not liable to provide documents evidencing the Agreement as between the 1<sup>st</sup> Respondent/Defendant and the 2<sup>nd</sup> Respondent/Defendant with respect thereto.
3. **WHETHER** there exists any privity of contract as between the claimant and the 1<sup>st</sup> Respondent/Defendant.
4. **WHETHER** the contents of the letter dated the 29<sup>th</sup> day of December 2016 issued by the Katsina State Government, Ministry of Finance effectively assigned the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant.

5. **WHETHER** by the terms of the consultancy Agreement dated the 29<sup>th</sup> day of September 2011 and executed as between the Claimant and the 2<sup>nd</sup> Respondent/Defendant binds the 1<sup>st</sup> Respondent/Defendant cognisant of the fact that the 1<sup>st</sup> Respondent/Defendant was neither a party to same and did not take benefits emanating therefrom.
6. **WHETHER** on the preponderance of evidence before the AMDC the claimant had established any cause of action against the 1<sup>st</sup> Respondent/Defendant.

**WHEREOF** the 1<sup>st</sup> Respondent/Defendant shall urge the AMDC to find that it is not privy to the Agreement between the Claimant and the 2<sup>nd</sup> Respondent/Defendant and subsequently no cause of action established against it.

Dated this 4th day of SEPTEMBER 2018



GA  
**Dr. Ayodele Gatta**

Lucky Harry Briggs Esq.,  
 Anita Oteh (Mrs) Esq  
 1<sup>st</sup> Respondent/ Defendant  
 Solicitor  
 Ayodele Gatta & Co:  
 Suite B2 Ndamela House  
 Plot 500 Tafawa Balewa Way  
 Area 3, Garki  
 Abuja

**FOR SERVICE ON**

1. The Claimant  
 c/o Her Solicitors  
 Peter Jiya, Esq.  
 Ayodele Lawrence, Esq.  
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 Abdulbasit Usman, Esq.  
 Josiah A. Ojenya, Esq.  
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 08034515939/08174080505  
 greenfieldsolicitors@gmail.com
2. The 2<sup>nd</sup> Respondents Solicitor  
 Abdulwahab Mohammed, Esq.

IN THE ABUJA MULTI-DOOR COURTHOUSE  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: CV/2165/17

AUDC NO: .....

BETWEEN

RIVERDALE FINANCIAL SERVICES LTD. - - CLAIMANT

AND

1. NIGERIA GOVERNORS' FORUM
  2. ZAMFARA STATE GOVERNMENT
  3. THE HON MINISTER, FEDERAL MINISTRY OF FINANCE
  4. THE ACCOUNTANT GENERAL OF THE FEDERATION
  5. CENTRAL BANK OF NIGERIA
- } RESPONDENT/  
DEFENDANT

1<sup>st</sup> RESPONDENT/DEFENDANT STATEMENT OF ISSUES BROUGHT  
PURSUANT TO RULE 9 OF THE AMDC MEDIATION &  
ARBITRATION RULES (2003)

Pursuant to the AMDC Mediation & Arbitration Rules (2003) the 1<sup>st</sup> Respondent/Defendant has formulated the following issues for the resolution of the Abuja Multi-Door Courthouse.

1. **WHETHER** by the contents of the letter dated the 29<sup>th</sup> day of December 2016, it is conclusive evidence that the 1<sup>st</sup> Defendant/Respondent had taken over the payment of the consultancy fees due to the Claimant from the 2<sup>nd</sup> Respondent/Defendant.
2. **WHETHER** by the terms of the Consultancy Agreement dated the 14<sup>th</sup> day of February 2011 and executed as between the Claimant and the 2<sup>nd</sup> Respondent/Defendant binds the 1<sup>st</sup> Respondent/Defendant cognisant of the fact that the 1<sup>st</sup> Respondent/Defendant was neither a party to same and did not take benefits emanating therefrom.
3. **WHETHER**, and if the 1<sup>st</sup> Respondent/Defendant had taken over the payment of the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant, the claimant is not liable to provide documents evidencing the Agreement as between the 1<sup>st</sup> Respondent/Defendant and the 2<sup>nd</sup> Respondent/Defendant with respect thereto.
4. **WHETHER** there exists any privity of contract as between the claimant and the 1<sup>st</sup> Respondent/Defendant.

5. **WHETHER** the contents of the letter dated the 29<sup>th</sup> day of December 2016 issued by the Katsina State Government, Ministry of Finance effectively assigned the consultancy fees due to the claimant from the 2<sup>nd</sup> Respondent/Defendant.
6. **WHETHER** on the preponderance of evidence before the AMDC the claimant had established any cause of action against the 1<sup>st</sup> Respondent/Defendant.

**WHEREOF** the 1<sup>st</sup> Respondent/Defendant shall urge the AMDC to find that it is not privy to the Agreement between the Claimant and the 2<sup>nd</sup> Respondent/Defendant and subsequently no cause of action established against it.

Dated this 25<sup>th</sup> day of SEPT 2018



*Gatta*

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**Dr. Ayodele Gatta**  
 Lucky Harry Briggs Esq.,  
 Anita Oteh (Mrs) Esq  
 1<sup>st</sup> Respondent/ Defendant  
 Solicitor  
 Ayodele Gatta & Co.  
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 Counsel to Plaintiff