

In the Privy Council

ON APPEAL

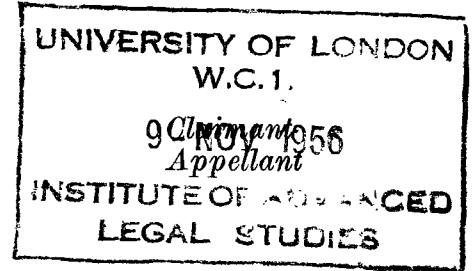
FROM THE WEST AFRICAN COURT OF APPEAL. 31394

BETWEEN

Dr. AKINOLA MAJA

AND

THE CHIEF SECRETARY TO THE GOVERNMENT



Plaintiff-
Respondent.

RECORD OF PROCEEDINGS

INDEX OF REFERENCE

NO.	DESCRIPTION OF DOCUMENTS	DATE	PAGE
<i>IN THE SUPREME COURT OF NIGERIA</i>			
1	Crown Counsel's Letter	1st March 1946 ..	1
2	Summons served on Dr. Akinola Maja	5th March 1946 ..	2
3	Proceedings	31st May 1946 ..	2
4	Statement of Claim	24th June 1946 ..	3
5	Proceedings	29th July 1946 ..	5
6	Proceedings	26th August 1947 ..	5
<i>Claimant's Evidence</i>			
7	Dr. Akinola Maja	26th, 27th August, 7th, 9th October 1947	6
8	Karim Kadri Folami	9th October 1947 ..	11

NO.	DESCRIPTION OF DOCUMENTS	DATE	PAGE
<i>Plaintiff's Evidence</i>			
9	Wilfred Bertram Hewett	9th October 1947 ..	12
10	James Boyd Robertson Pedder	9th October 1947 ..	13
11	Richard Kenneth Hardy	9th October 1947 ..	14
12	Lawrence Wildman	9th October 1947 ..	15
13	Oritseje Efueye	9th October 1947 ..	15
14	Proceedings	10th and 11th October 1947	16
15	Judgment	7th November 1947	23
16	Grounds of Appeal	9th February 1948 ..	29
<i>IN THE WEST AFRICAN COURT OF APPEAL</i>			
17	Proceedings	12th, 15th November 1948	30
18	Judgment	4th December 1948	32
19	Order dismissing Appeal	4th December 1948	35
<i>IN THE PRIVY COUNCIL</i>			
20	Order in Council granting Special Leave to Appeal	25th April 1950 ..	36

EXHIBITS

EXHIBIT MARK	DESCRIPTION OF DOCUMENTS	DATE	PAGE
AM.1	Letter from Government Chemist to Dr. Maja	16th October 1941 ..	38
AM.2	Note from Food Controller to Mr. Hallam	23rd January 1942 ..	38
AM.3	Statement of Expenditure		39
AM.4	Letter from C. K. Folami to Commissioner of Lands ..	Undated	50
AM.5	Counterfoil Cheques	Not printed	—
AM.6	Plan	Not reproduced ..	—

EXHIBIT MARK	DESCRIPTION OF DOCUMENTS	DATE	PAGE
AM.7	Letter from Deputy Director of Supplies to Mr. Diamantopulos	26th May 1943 ..	51
AM.8	Letter from Allied National Corporation Ltd. to Dr. Maja with copy of Laboratory Report	29th June 1944 ..	51
AM.9	Cable from Mr. Pearce to Dr. Maja	29th May 1944 ..	53
AM.10	Letter from Commissioner of Lands to Dr. Maja	28th January 1946 ..	53
AM.11	Letter from C. K. Folami to Commissioner of Lands (Statement accompanying not printed again— see AM.3)	22nd August 1945 ..	54

LIST OF DOCUMENTS TRANSMITTED TO THE PRIVY COUNCIL BUT NOT PRINTED

NO.	DESCRIPTION OF DOCUMENTS	DATE
	<i>IN THE SUPREME COURT OF NIGERIA</i>	
1	History of Appeal	—
2	Proceedings	11th, 18th March 1946
3	Motion by Crown Counsel	25th July 1946
4	Proceedings	7th November 1946
5	Proceedings	10th February, 5th June, 11th August 1947
6	Proceedings	29th September 1947
7	Motion and Affidavit for Conditional Leave to Appeal	9th December 1947
8	Proceedings	15th December 1947
9	Order of Court	15th December 1947
10	Bond for Costs on Appeal	8th January 1948
11	Notice of Appeal	8th January 1948
12	Motion and Affidavit for Final Leave to Appeal	16th January 1948
13	Proceedings	19th January 1948

NO.	DESCRIPTION OF DOCUMENTS	DATE
14	Order of Court	19th January 1948
15	Motion and Affidavit for extension of time in which to file Grounds of Appeal	23rd January 1948
16	Proceedings	26th January 1948
17	Order of Court	26th January 1948

9,1952

No. 50 of 1950.

In the Privy Council

ON APPEAL

FROM THE WEST AFRICAN COURT OF APPEAL.

BETWEEN

Dr. AKINOLA MAJA

Claimant-Appellant

AND

THE CHIEF SECRETARY TO THE GOVERNMENT

Plaintiff-Respondent.

10 RECORD OF PROCEEDINGS

No. 1.

CROWN COUNSEL'S LETTER.

No.—L.—281/355.

Attorney-General's Chambers,
Lagos, Nigeria.

1st March, 1946.

The Chief Registrar,
Supreme Court,
Lagos.

*In the
Supreme
Court of
Nigeria.*

No. 1.
Crown
Counsel's
Letter,
1st March
1946.

20 Public Lands Acquisition Ordinance (Cap. 88) :
Government Notice No. 600 dated 13 May 1944
Land at Victoria Beach.

30 I should be glad if you would cause the following matter to be brought before the Supreme Court under section 10 of Cap. 88 :—the determination of the amount of compensation to be paid to Mr. Akinola Maja, the sole claimant, in respect of all the buildings and other structures erected by him on a parcel of land at Victoria Beach leased by him from Chief Oniru under a deed of lease dated 21 November 1941 registered as No. 72/72/Vol. 560, which lies within the area acquired by the Government under the above Notice.

2. A draft summons is enclosed.

(Sgd.) N. G. HAY,
Crown Counsel.

*In the
Supreme
Court of
Nigeria.*

No. 2.

SUMMONS SERVED ON Dr. AKINOLA MAJA.

No. 2.
Summons
served on
Dr. Akinola
Maja,
5th March
1946.

LET all parties attend at the Supreme Court on Monday the 11th day of March 1946 at 9 o'clock in the forenoon on the hearing of an application on the part of the Chief Secretary to the Government for the determination of the following questions namely the amount of compensation to be paid for all the buildings, salt pans and other structures erected on a parcel of land containing an area of 8.037 acres more particularly described and delineated on a plan attached to an Indenture of Lease dated 21 November 1941 and registered as No. 72 on Page 72 of Volume 560 in the Registry of Deeds which said parcel of land forms a portion of the lands described in Government Notice No. 600 dated 13 May 1944. The Government is willing to pay as compensation the sum of £400 for the aforesaid buildings, salt pans and other structures. 10

Dated the 5th day of March, 1946.

This Summons was taken out by
The Chief Secretary to the Government.

To Dr. Akinola Maja of Lagos.

(Sgd.) N. J. BROOKE,
Ag. Senior Puisne Judge. 20

No. 3.
Procee-
dings,
31st May
1946.

No. 3.

PROCEEDINGS.

Friday the 31st day of May, 1946.

Before—

HIS HONOUR NEVILE JOHN BROOKE,
Acting Chief Justice.

C. S. GOVT.

Vs.

Dr. AKINOLA MAJA.

Summons under Cap. 88 to determine amount of compensation. 30
Hay for Plaintiff. Hughes for Defendant.

HAY : We are asking for pleadings as the issue is far from clear and a large sum is involved.

HUGHES : I suggested this : the issue is the amount of the compensation and I shall file what is in the nature of a statement of interest which will be a statement of claim after which the other side will file a statement of defence. This appears to be in the reverse order but actually the Plaintiff has made the offer of compensation giving particulars to which I file a statement and Hay will reply. We have agreed to this cause.

By consent pleadings are ordered Statement of interest within 30 days 40
and reply within 30 days thereafter.

(Sgd.) N. J. BROOKE.

No. 4.
STATEMENT OF CLAIM.

*In the
Supreme
Court of
Nigeria.*

No. 4.
Statement
of Claim,
24th June
1946.

1. The claimant is a medical practitioner residing at No. 2 Garber Square, Lagos.
2. The claimant and one Nicholas Diamantopulos (now deceased) formed, in 1941, a partnership registered under the Registration of Business Names Ordinance 1926 as Diamand and Company.
3. The partnership was formed for the purpose of making salt from sea water at Victoria Beach in order to relieve the shortage of salt in
10 Nigeria.
4. The intention of the partners was made known to the Nigerian Government and the Government approved the scheme.
5. The partnership became lessee of a piece or parcel of land containing an area of 8.037 acres under and by virtue of an Indenture of Lease dated 21st November, 1941 registered as No. 72 at Page 72 in Volume 560 at the Lands Registry, Lagos.
6. A Salt Works was erected on the land. The partners were encouraged in their efforts by the Government and they bought materials for the works through the Government.
- 20 7. After a few months trial and experimenting the partners found that they could not produce salt economically without some additional essential machinery.
8. Owing to the war it was difficult to obtain all the necessary equipment and machinery locally and one of the partners, Mr. Diamantopulos, was sent to the United Kingdom to make arrangements to obtain machinery and have the whole process investigated by experts. He died suddenly in Glasgow.
9. The claimant then left in January 1944 for the United Kingdom to perfect the arrangements and finish the investigation already commenced
30 by his partner.
10. On leaving Lagos the claimant gave his brother, Mr. E. A. Pearce of Layeni Street, Lagos, Power of Attorney to manage all his affairs including the Salt Works.
11. Whilst in England the Claimant contacted chemists and physicists and obtained expert advice that through his methods he could produce salt successfully and economically.
12. The Claimant's attorney managed his affairs including the salt works during his absence and paid all necessary bills in connection with same.
- 40 13. In May 1944 the Government posted a Notice (No. 600 of 13th May, 1944) on the Salt Works informing the Claimant of the intention of Government to acquire the land and requiring him to make a claim for compensation.

*In the
Supreme
Court of
Nigeria*

No. 4.
Statement
of Claim,
24th June
1946,
continued.

14. The Claimant's attorney immediately informed him of the Notice of compulsory acquisition by cablegram and asked him to stop all arrangements about the purchase of machinery for the salt works.

15. By letter dated 28th January, 1946 the Commissioner of Lands offered to the Claimant £440 in full discharge of the claim for compensation stating that as the salt works were not productive at the date of Notice of acquisition the value of improvements was assessed as reclaimed building material.

16. The Claimant states that although the salt works were not productive at the date of Notice of acquisition he had no intention of 10 abandoning the project, and at the time he was in fact negotiating for the purchase of the necessary machinery.

17. The Claimant considers the amount of £440 inadequate and unreasonable as by the acquisition of the land by the Government he is prevented from carrying on the business of salt making and reimbursing himself for the outlays already expended on the project.

18. The Claimant therefore claims £10,000 made up as follows :—

	£	
(i) Materials, Labour and Transport in connection with the construction of 8 concrete tanks and 11 brick ovens and one concrete well	5,000	20
(ii) 3 Engines	628	
(iii) 4,000 ft. Cast Iron and Asbestos pipes from South Africa	1,114	
(iv) 40 pieces Cast Iron half Bend pipes	95	
(v) 4 Lengths Rubber Pipes	22	
(vi) One store and 2 sheds	200	
(vii) Coal, Petrol, Engine Oil, Grease, etc.	250	
(viii) Transport	600	
(ix) Salaries of Manager, Clerks, Wages, transport allowance, rent allowance, passages to the United Kingdom, Drafts to London, incidental expenses ..	2,091	30
	<u>£10,000</u>	

Dated this 24th day of June, 1946.

(Sgd.) IRVING & BONNAR,
Claimant's Solicitors.

No. 5.

PROCEEDINGS.

Monday the 29th day of July, 1946.

Before—

HIS HONOUR NEVILLE JOHN BROOKE,
Acting Senior Puisne Judge.

*In the
Supreme
Court of
Nigeria.*

No. 5.
Proceed-
ings,
29th July
1946.

Reece for Plaintiff to move—does not appear.

10 HUGHES (on Notice)—Reece is unable to be present but I told him that I would so inform the Court: the order for pleadings of the 31st of May has been found to be embarrassing.

COURT: It was pointed out that it was not usual in such proceedings but it was made by consent.

HUGHES: We are both agreed that pleadings are not necessary and as I have already filed a statement of interest, ask for the order to be cancelled and a date to be fixed for hearing.

Order of 31st May 1946 cancelled: fixed for hearing on the 7th of November.

(Sgd.) N. J. BROOKE.

No. 6.

PROCEEDINGS.

Tuesday the 26th day of August, 1947.

Before—

HIS HONOUR FRANCIS HORACE BAKER
Senior Puisne Judge

C. S. G.

Vs.

Dr. A. MAJA.

No. 6.
Procee-
dings,
26th
August
1947.

20

Mr. Bate for Government. Mr. Cameron for Claimant.

30 Mr. CAMERON: We claim not as owners of the land but lessees who have erected buildings etc. for which we are now claiming. Government offer is based that the salt works were not productive at the date of the acquisition. I have filed a statement of claim and I don't know what the defence to it is. Basis of compensation is what I expended on material which is now on the ground. This case arises out of an acquisition notice served on the Claimant in May 1944 under the provisions of the Lands Acquisition Ordinance Chap. 88 at the date of the service of the Notice Section 15 was the relative section. This section has been repealed by No. 6/45. Section 15 being substituted I submit that section 5 of Public Lands Ordinance 1945 is the law today and which the Court must follow.

*In the
Supreme
Court of
Nigeria.*

Subsection (b). This section is based on the Land Clauses Assessment Act 1919. The amended section deals with the loss suffered by the owner from the severance of his estate (no question of severance arises here. What is the true interpretation of the amending section 15 (b) ?).

No. 6.
Procee-
dings,
26th
August
1947,
continued.

Horne v. Sunderland Corporation L. Reports 1941 2 K.B. Division Page 26 C.A.

The general principle is set out in Halsbury Vol. 6 page 35 Section 34 : entitled to be paid the full amount of the injury done to him. *Holt v. Gas Light & Coke Coy.* 1872 L.R.7 Q.B. Page 728 at Page 736 Blackburn J. The extension of that principle is at page 36 how the land is to be assessed. 10
All the actual use of the land and its potentialities must be considered. *Commissioner of Inland Revenue v. Glasgow & South W. Railway Coy.* 1887 12 Appeal Cases page 315. Lord Halsbury page 321. Loss of business and goodwill may be regarded reference *White & H.M. Commissioner of Works* 1870 22 Law Times page 591. Page 37 of Vol. 6 Section 40 potential value of the land has the owner acquired it for a particular purpose *Bailey v. Isle of Thanet Light Railway* 1900 1 Q.B. 722. Because we have abandoned the project its potentialities are its true value so the Crown says. We have not abandoned the project at the time we were served with the notice. The potentialities of the salt factory were there at the time the notice was served and we were forced by the Crown against our will to give up this valuable project which we had no intention of giving up. All the money we have spent on the project has been thrown away and that is the loss we have suffered through the action of the Crown. 20

Cripps on Compensation 7th Edition Chap. XI page 162.

*Claimant's
Evidence.*

CLAIMANT'S EVIDENCE.

No. 7.

EVIDENCE of Dr. Akinola Maja.

No. 7.
Dr. Akinola
Maja,
26th
August
1947,
Examina-
tion.

AKINOLA MAJA : Speaks English and is duly sworn.

I am a Medical Practitioner. I was the Lessee of a piece of land at Victoria Beach. I was not the sole lessee. I had a partner named Diamantopulos we carried on the partnership as Diamand and Company. Mr. Diamantopulos is now dead the partnership was formed in 1941 it was formed for the purpose of making salt from Sea water at Victoria Beach. We first submitted a sample of salt made from the water to the Government Analyst. I produce the report it is marked AM.1. After receiving the report we made our intention known to the Government. They being satisfied with the report that we were proceeding with the project. We told Government because we could not use sea water without the consent of the Government and during war years we could not get machinery without the permission of the Government. The Government gave us permission to use the water and were very favourable and helpful to the project. I received the letter I now produce from the Food Controller dated 23/1/42 asking the P.W.D. to help in assisting in the project it is marked AM.2. I obtained a lease of the land from Chief Oniru in Nov. 1941 for 25 years with an option of another 25 years the annual rental was £25 a year. Having obtained the lease of the land we proceeded to find the 30 40

necessary materials for the work. We obtained a steam engine from Bakuro through the Secretary to the Governors Conference we paid £403.1.0. Mr. Diamand has to go up and his travelling expenses cost us £23. We also got a blackstone pump from Minna this cost £50.7.3. The engines were transported by train at a special rate paying £100 for them beside that we got another pump which cost us with other materials £175 apart from these we got pipes cast iron 6" from the Chief Storekeeper Ijora costing £86.12.3. We got other pipes from South Africa through the food supply board costing us about £700. Altogether we paid £1,114 for pipes alone. Everything bought was bought by cheque. We obtained pipes from the Nigerian Railway. We bought cement in connection with the concrete tanks stones from Abeokuta and sand and bricks. The total cost of the construction of the salt tanks and ovens cost us about £5,000. Mr. Diamanthopoulos was paid at the rate of £30 a month. An oven and drying shed was erected also a store. I provided Mr. Diamand a motor car the cost of which was provided by the firm. We paid for Mr. Diamand's quarters in Ikoyi Road. I put up all the capital. I paid £4,999 to build the salt tank, the drying sheds ovens and the store houses. Then there was the cost of Engine the pipes etc. The Court asks for receipts and adjourns the Court for them to be found. Receipts cannot be found but might turn up later. I produce particulars of expenses I incurred and which a copy was served on the lands department it is marked AM.3. I also enclose a valuation of the salt Ponds or rather the cost of them also served on the Lands Department it is marked AM.4. I also produce 14 books of cheque counterfoils of monies I drew on my own account which can be reconciled with the statements AM.3 and AM.4. They the counterfoils were completed when the individual cheque was drawn they are marked AM.5.

My first claim AM.3 is for the salt pans and were worked out by Mr. Folami: it is the value of the completed works. I produce a scale plan of the works it is marked AM.6. We operated after the construction of the pans it was towards the end of 1942. We produced salt and we were partially satisfied. The system involved 2 separate operations the first the pumping of water from the Sea into the tanks which we were able to do satisfactorily the 2nd was the evaporation of the water in the tanks to leave the salt deposit we got the deposits but the size of the steam engine was not sufficient to evaporate the water we required and we found we could only evaporate half the amount we intended. We then applied for a permit to import more engines. I produce a copy of a reply I received to my letter to the Director of Supplies. (I was served with a notice to produce the original this I could not find so the Crown Counsel is putting in the copy) it is marked AM.7. I recollect having seen the original of this letter it is dated 26th May 1943. My partner Mr. Diamand had gone to England then to obtain the necessary machinery so I sent the letter to him, I did not hear from him then I heard he was dead. He died in Glasgow I heard in November 1943. I then decided to go to England myself to obtain some machinery I left here on the 10th January 1944 this was subsequent to the receipt of a letter from The Director of Supply AM.7. I went despite this letter to try and get the machinery I then anticipated the war would soon finish. The control on machinery has been lifted a long time ago. Whilst I was in the U.K. I took a sample of the salt water

*In the
Supreme
Court of
Nigeria.*

*Claimant's
Evidence.*

*No. 7.
Dr. Akinola
Maja,
26th
August
1947,
Examina-
tion,
continued.*

*In the
Supreme
Court of
Nigeria.*

*Claimant's
Evidence.*

*No. 7.
Dr. Akinola
Maja,
26th
August
1947,
Examina-
tion,
continued.*

here also the coal we were using I submitted them to a chemical analyst and I received the report now produced to me marked AM.8 and dated 29th June 1944. Whilst I was in the U.K. I left the salt Works in the hand of my brother E. A. Pearce. After I received the Analyst's report I received a cable from my brother saying my house and the salt Factory had been posted with a notice of Government Acquisition. I produce the cable it is marked AM.9 on receipt of this project I gave up negotiations and I returned to Nigeria in 1944 and I put forward the claims now before the Court.

I produce the reply I received from the Commissioner of Lands with 10 regards to my claim it is dated 28th January 1946 and marked AM.10.

[Wednesday the 27th day of August, 1947.

CHIEF SECRETARY TO THE GOVERNMENT

Vs.

AKINOLA MAJA

His Honour the Judge, Counsel and parties visit the site at 9 a.m.

Xcd : AKINOLA MAJA reminded of his Oath.

I formed a partnership in 1941 at that time there was a great salt shortage then if salt could have been produced then there would have been considerable profits. I paid £175 to Thomopoulos for plant and all 20 or material for making salt at the beach. Thomopoulos commenced to make salt it was not a success and I bought a steam pump and sheets iron and a bungalow from them for £175. I am including that as part of my compensation a system of production might be effected by heavy rainfall. The percentage of salt in the sea water is an important factor. Salt here in the water is something over 4%. I base my decision on the Analyst's report AM.8. The only opinion I obtained was the suitability of the salt I did not before 29th June 1944 obtain information as to the contents of the salt in the Sea Water. I took two pint bottles to England for the Analyst. The temperature of the air is a very important point 30 in the production of salt also the humidity of the air low percentage of salt in the sea and humidity are not helpful factors in the production of salt. We had difficulty at first in obtaining machinery. I never went to any other firm in Nigeria to ask for advice. I don't know of any other firm producing salt in Nigeria. Practically all the machinery we obtained was through the Government some machinery was improvised. We had to have import licences. We produced about 2 tons of salt in all which we sold at about £13 a ton the total takings from the salt works was accordingly £26. The works ceased to operate in June 1943. In September 1943 a very heavy sea did considerable damage to our pipe 40 line. The pipe line we left there we did not repair it. We did not use the engine after June 1943 the engine was occasionally used to keep it going. Mr. Diamand went to England in May 1943 for his health and to obtain machinery. Our machinery then was improvised and he went to see people who made the proper machinery for making salt it was steam

*27th
August
1947,
Cross-
examina-
tion.*

evaporating machinery. I don't know how much salt we expected to make with the new machinery. We did not receive any offer to purchase our works. At the time the Government served a notice on us we were not producing salt, Statement of Claim para. (1)—£5,000 for construction of 8 tanks I have no receipt for the item. I base my claim on a valuation appearing in Exhibit AM.4. The amount was arrived at by one Mr. Folami his valuation is what the tanks cost me. I paid £4,999 to build salt tanks sheds ovens etc. I have added another £200 for sheds at item. Item 1 is not supported by evidence but Items 2 to IX of my Statement of Claim 10 is supported by AF.II. Items 2 to 9 are supported by evidence my account. Folami's calculation refers to item 1.

Adjourned until the 7th day of October folio 338.

(Sgd.) F. H. BAKER.

Tuesday the 7th day of October, 1947.

Xad : continues. AKINOLA MAJA : reminded of his Oath.

Referring to your Statement of Claim first item (para. 18) p. 5 I produce document AM.4 in support of this item for £5,000. I have receipts to support that claim (or part of it). I am quite prepared for this part of Plaintiff's claim to rest on AM.4. Items from 2 to 9 I rely on C. K. Folami's 20 estimate marked Exhibit AM.11. I made the estimate AM.11 from the counterfoils of all the cheques I had and Mr. Folami presented it to the Commissioner of Lands. 2nd item in my claim is £628 for 3 engines. Items 4 and 52 refer. I estimate in my Statement of Claim paragraph 18 (11) 3 engines to be worth £628. Section III 400 cast iron and Asbestos pipes from S.A. £1,114 Items 5 in my estimate refers £86.12.0 Item 8 £300 Items 34 & 35 £350. Item 51 £63.0.0 Item 59 £59.17.9 Item 64 £67.18.6 Item 72 £59.3.0 = £986.10.11.

The reason for the difference between £1,114 and £986.10.11 difference £129.9.1 is that I have charged for Iron Bends twice. Page 116 and 117 30 of Gordon's Compulsory Acquisition of Lands. Item IV Statement of Claim. 4,000 feet Cast Iron Asbestos pipes £1,114 item 47 on page 3 casts 40 half bends £50. Item 128 Balance for Railway Bends £53.6.0. Item VI Statement of Claim. One Store and two sheds. Item VI. £200 : from AM.4 and AM.2 it does look as though the sheds were charged for twice and I withdraw this item VI for £200. The drying portion had a big shed. Item VII Coal Petrol Engine Oil Grease etc. £250. The pumps at the Beach end were worked by petrol. The works closed in April or May 1943. I can't tell when we decided to close down the works. I discussed the matter first with Diamantopulos before. We had coal there when we 40 closed down but that was stolen the amount stolen would be about £66. Item 283. 20 tons coal on 3.3.43 £33.11.8 Item 290 10.3.43 Coal 20 tons £33.11.8 Item 291 16.3.43 : Coal according to this would cost £2,500 a year. VII repairs to my car were included in this. Item 7 of my estimates was batteries for my car £3.10.0. Item 81 : £4.7.0 for batteries. Item 91 batteries £4.0.0. The car was an Austin 14 : Repairs costs £100 to my car. Batteries contained in my estimate.

Item VIII. Transport £600 : Item 9.

*In the
Supreme
Court of
Nigeria.*

*Claimant's
Evidence.*

No. 7.

Dr. Akinola
Maja,
27th
August
1947,
Cross-
examina-
tion,
continued.

7th
October
1947,
Cross-
examina-
tion
continued.

*In the
Supreme
Court of
Nigeria.*

*Claimant's
Evidence.*

No. 7.
Dr. Akinola
Maja,
7th
October
1947,
Cross-
examina-
tion,
continued.

Items 1 and 3 are Journeys Mr. Diamantopulos for trips to Jos and 116. Item 116 does not refer to VIII £600 includes sending Diamand to England when he was ill £250. Item VIII would include Mr. Diamantopulos motor car allowance and Arabs Transport £140.5.6 item 77 177 Mr. Arab Transport £5.8.0 232 £26.5.0 276 £37.10.6 331 £50.0.0=£130. Item 45 is included in Item VIII Marine Department did some transport for me. Item IX Statement of Claim. Includes Transport allowances: I can't say what the Transport Allowances were and agree to them being struck out. Rent Allowance includes Mr. Diamand's rent item 57 of particulars Rest House Ikoyi £85.0.0 27.2.42 next item 117. 17.8.42 Rent Molony Street 15.8.42—15.2.43 £85.0.0. next item 129 12.9.42 Mr. Diamand Rent Account £85.0.0=£255 these are all the payments I made to rent account. Item 193 Rent for Bungalow. Salaries of Manager was £30 a month Item 42 23.1.42. See item 28. Items 36 & 42. 36: 2.1.42 Advance against salary 42: 23.1.42 Personal Advance £3.0.0 Item 48 Salary for February 31.1.42 £30.0.0. Item 74 1.4.42 £2.0.0 and Item 82 £10.0.0 I cannot say to which months these items applied as I account for £30 p.m. I made out a statement that Diamand worked for 20 months at £30 a month. Item 150 comes under miscellaneous expenses. Item 189 Item 116 was for the purpose of giving Mr. Diamand a chance of recuperating at Jos £65. Item 323 relates to Mr. Diamand's further expenses 325. 336 I did not make out the account myself but one of my clerks 307: 10.4.43 the clerk no doubt got the amount from his account book. Some of the clerks kept accounts at the works. The clerks did not get receipts for everything he paid for. We had an office at the works in the shed but kept his books at Molony Street. Item 320 on page 12 £100 Bank Draft on London. 10

Adjourned until Thursday 9th October.

(Sgd.) FRANCIS H. BAKER.

7.10.47. 30

9th
October
1947,
Cross-
examina-
tion,
continued.

Thursday the 9th day of October, 1947.

Xad: AKINOLA MAJA reminded of his Oath.

No compensation claimed for the residue of the lease. We obtained our sea water through a pipe to the sea. Section 299. For removal of pipe from sea this is the rubber detachable pipe going into the sea it would take an hour to remove the pipe £2 might be overpayment I don't know I went to England in 1944 to negotiate for machinery for the production of salt i.e. steam machinery for evaporating salt, I went to be advised. I asked Government to import electrical machinery from U.S.A. in 1943 but then saw an English Catalogue. I did not discuss machinery with Mr. Hewett. The cost of the new Machinery would be £5,000 I was prepared to pay £10,000 for a start. 40

Re-ad: Nil.

EVIDENCE of Karim Kadri Folami.

*In the
Supreme
Court of
Nigeria.*

KARIM KADRI FOLAMI : Speaks English and is duly sworn.

*Claimant's
Evidence.*

No. 8.

Karim
Kadri
Folami
9th
October
1947,
Examina-
tion.

I live at 18 Shitta Street Lagos I am a valuer and Land Agent I have been a Valuer for the last four years when I left Government whilst with Government I valued for Dr. Maja. I valued premises at Victoria Beach and the salt Factory the premises were Dr. Maja's house. I valued Dr. Maja's house when Government wanted to buy it. I negotiated with Government in connection with the house Government made an offer of
10 £1,600 for the house. I valued it eventually Government paid £2,050 for the house it was a big house used by a European it was in good order. With regards to the Salt Ponds AM.4 is a claim which I put into Government on behalf of the salt Factory. This relates to the concrete basins and my valuation of it. This is purely confined to the salt basin my valuation came to £4,999.15.2. I arrived at this figure. I went to the site and measured the length and the breadth of the walls I examined the material and found they were concrete. I measured the cubic capacity of the concrete walls they were 12 inches thick the height varying I put
20 down 2/- a square foot and in another case where not so thick I valued each square foot at 1/-. I sent a letter to Government dated 31st July 1945 and attached to the letter is a sketched plan representing the position of the concrete basins and their measurements. The second attachment to the letter is the valuation of each basin. This is the valuation of the basin at the date I measured. I put in a further claim on 26th August 1945 Exhibit AM.11. This is the valuation of the pipes engine and other materials. I got this from Dr. Maja. My estimate was what I considered the market value of the property when I valued them.

Xcd : I have had 13 years' experience in the Government but outside I have no qualification I made the valuation personally. I have been
30 Dr. Maja's agent for two years. The price on the open market of a square foot of concrete is 2/-. I valued the concrete buildings not as a salt pond. The blocks could be bought by anyone to build a house with the concrete walls would have to be taken to pieces and in doing that the concrete would be destroyed and it would no longer be of much use. Some of the walls were built with brick and faced with concrete. There were some sheds I valued the sheds and put in a claim for them I put the claim in Exhibit AM.4. I submitted AM.11 obtaining the particulars from Dr. Maja. I saw the account books of the factory. I asked Maja where he got the details from and he pointed to the account book. I saw some
40 receipt book.

*Cross-
examina-
tion.*

Case for Claimant closed.

*In the
Supreme
Court of
Nigeria.*

PLAINTIFF'S EVIDENCE

No. 9.

EVIDENCE of Wilfred Bertram Hewett.

*Plaintiff's
Evidence.*

WILFRED BERTRAM HEWETT : speaks English and is duly sworn.

No. 9.
Wilfred
Bertram
Hewett,
9th
October
1947,
Examina-
tion.

I am Acting Assistant Commissioner of Lands I was in the Summer of 1944 Senior Land Officer and in the course of my duties I had to take the necessary steps to acquire land on Victoria Beach. I followed out the usual procedure under the Acquisition of Lands Ordinance I received a claim from Dr. Maja through his Solicitor for some of the land. I produce a plan showing the area acquired at Victoria Beach. Dr. Maja's land being shown blue on the plan and is marked WH.1. An area on the plan to the East of Apese Village has not been acquired. I took steps to have Dr. Maja's claim assessed I asked the Director of P.W.D. to detail an Officer of his Department to value the erections on the land it was a Mr. Pedder he visited the salt Works in my company on the 20th July 1944 we found no activity of any kind the works had been closed and were no longer in operation. We found no one there at all. The concrete basins had the appearance of not being used for some time grass and weeds were growing up through the floors and the floors were cracked in a number of places. I saw no trace of any salt. I had a look at the large steam engine it looked rusty and there was a blackstone pump lying on the position. The appearance of the works on the 20th July 1944 was very little different to what it looked like when the Court visited it. I only saw the two engines. I don't know of any other salt works in Nigeria.

Cross-
examina-
tion.

Xcd.: Before I went in July 1944 I had seen some time before the stack of the engine smoking. I can't say when the salt works ceased active operation. The letter AM.10 28th January 1946 was written by me I offered £440 as compensation. I arrived at the figure by considering what value should be offered for the salt works, I considered that as they were derelict they had no value as a salt works. I didn't consider the value if the salt works has been working. It is my duty to deal with compensation awarded under the Land Requisition Act, I have dealt with thousands of claims in the last few years working on section 15 of the Ordinance as amended. I have never had a case of acquiring an industrial going concern. The reason it was valued as retail building material because I considered a purchaser in the open market would not have offered anything else I couldn't conceive that any person would buy the erections other than to pull them down to use as building material. I came to that conclusion because they were not in operation and were derelict floors cracked and grass growing through them. From their appearance they were derelict i.e. completely abandoned i.e. given up abandoned for good otherwise I could not conceive that they could have been allowed to deteriorate in the way they had : I didn't advise Dr. Maja or his Agent of our visit. I made enquiries from Dr. Maja when he called at my office with his Solicitor A. Johnson what his intentions with regard to the salt works were this was on the 25th May 1945. Dr. Maja then informed me that his works had continued for 9 months and then had been suspended he informed me that he and Mr. Diamantopulos had intended to try out a new method in using salt evaporators I asked him whether using this

new method whether the salt ponds would have any further use and he said no they would have no further use. I am perfectly certain of this I asked him and based my compensation on this. He described the proposed machines as salt evaporators. I should say the land all along the coast is very much the same and would be quite as capable of use as Dr. Maja land. I did not give the P.W.D. man any information on which I desired the valuation after we had inspected the works I did I told Mr. Pedder or suggested to him I wanted a valuation on reclaimed building material.

10 Ad: Nil.

No. 10.

EVIDENCE of James Boyd Robertson Pedder.

JAMES BOYD ROBERTSON PEDDER : speaks English and is duly sworn.

I am Chief Executive Engineer P.W.D. I am a Master of Engineering Liverpool University A.M.I.C.E. In the summer of 1944 at the request of the Commissioner of Lands I visited certain salt works on Victoria Beach. I believe it was 20th July 1944 I was accompanied by Mr. Hewett the purpose was to assess the compensation for the Salt Works I found a series of 9 basins. They were built of sand cement or concrete blocks the floors were made of brick work covered with cement plaster. The floors in same case the plaster was loose and I was able to pick it up in my fingers. The thickness of the plaster was about $\frac{3}{4}$ of an inch below the cement was brick work. The floors could not have held water. The whole area was 400 feet long by 150 feet wide this include the nine basins. I estimated the quantity of building material which could be salvaged from them to use the materials it would be necessary to knock them down the wall and dig the bricks up from the basins. I estimated the value of the building materials of the structures of the basins at £250. I made an estimate of the probable cost of the structures and I estimated that at £2,500 it was based on a cost of 40/- a cubic yard. 2/- a square foot would be reasonable for a block of concrete but unreasonable for reclaimed building material it would be about the market price when I carried out the valuation. There were two sheds and brick works ovens. I took the sheds into account but not the ovens as they were in a very poor state of repair. I allowed £150 for the sheds. I valued them as reclaimed building material for the works appeared to be derelict no one was there. The basins contained a certain amount of vegetable growth. I saw engines down there they appeared to be in a poor state. I did not value the engines because I considered them removable. I saw pipes down there a quantity of cast iron pipes in one of the basins. I estimated the quantity would be about 1,800 feet. There is no such thing as a cast iron and asbestos pipes. The pipes had no asbestos wrappings or linings. There were a few short lengths of asbestos cement piping no iron on it. The cast iron pipes I saw were not in very good condition. The pipes were of a low quality. I did not take them into account when I was valuing them as I considered

*In the
Supreme
Court of
Nigeria.*

*Plaintiff's
Evidence.*

- -
No. 9.

Wilfred
Bertram
Hewett.
9th
October
1947,
Cross-
examina-
tion,
continued.

No. 10.

James
Boyd
Robertson
Pedder,
9th
October
1947,
Examina-
tion.

*In the
Supreme
Court of
Nigeria.*

*Plaintiff's
Evidence.*

No. 10.
James
Boyd
Robertson
Pedder,
9th
October
1947,
Examina-
tion,
continued.
Cross-
examina-
tion.

they were removable. I would say the present value of the pipes would be £50 in 1924 they would be worth £100 to £150. I have been to a place where they make salt in a large scale i.e. Aden. My duties there to some extent caused me to investigate the making of salt.

Xcd : Of the nine basins I think about half of them I could see the composition of the floor. I cannot say what the thickness of the cement or foundation was in half of them. I recollect the biggest of the 9 tanks I was not able to examine the composition of that that was in fairly good condition. The others were not in good condition. I included a concrete floor upon which the engine was. The engine would be about 10 tons it would not require a very strong floor. I saw no pipes bringing up water from the Sea, I was not told there were pipes underground going down to the Sea. The pipes inside the basin I was unaware they were bought by our Department for Dr. Maja. I still say they were of low quality. The value of the pipes in 1942 would be about £150. The pipes were corroded but the corrosion might have been superficial. There are cast iron pipes and asbestos pipes asbestos cement pipes. 10

No. 11.
Richard
Kenneth
Hardy,
9th
October
1947,
Examina-
tion.

No. 11.

EVIDENCE of Richard Kenneth Hardy.

RICHARD KENNETH HARDY : speaks English and is duly sworn. 20

I am the Government Chemist. I know experiments were carried out by my predecessor of extracting salt from sea water. The indication was that it was not easy or very economical. The first difficulty is the high rainfall unless the pans are covered the solution of salt would be diluted with the rain. The air is a high humidity here which makes evaporation very difficult. The heavy rainfall carried down into the sea makes the salt contents of the sea here less than other places and reduces the salt contents. There is no drying wind. The higher the temperature the greater the evaporation. The temperature is not excessively high here. There was a serious shortage of salt at the commencement of the war. 30

Cross-
examina-
tion.

Xcd : I believe salt has been produced in Nigeria. I am not an engineer but salt production in Nigeria in my opinion would not be a profitable undertaking. I have never seen mechanical means of evaporation but read of one. I know of no part of the world where they use machinery to evaporate salt. The usual method is natural evaporation. I have analysed the salt water at Victoria Beach and found the content of salt was less than that in water taken from the middle of the Atlantic. The salt contents would be about 90% of that of the Atlantic. I analysed the water in the month of September. The average rainfall in Lagos is 72" and humidity is very high. 40

Re-
examina-
tion.

*Re-*ad** : Even if machinery for evaporation is used the conditions I have mentioned would still be very material. In Badagry they boiled down salt water in tanks and obtained it this way.

No. 12.

EVIDENCE of Lawrence Wildman.

In the
Supreme
Court of
Nigeria.

Plaintiff's
Evidence.

LAWRENCE WILDMAN : speaks English and is duly sworn.

I am Assistant Works Manager in charge of Mechanical Workshops in the P.W.D. I have recently examined two engines on Victoria Beach one Steam Engine and one small Kerosene Engine. The condition of the Steam Engine is very bad indeed very badly corroded it is an obsolete type of Engine. If it was in good order there would be no ready market for it. The smaller engine I would describe as scrap. The smaller engine is mounted on a small wheel trailer and is moveable. The two engines today would not be worth more than £170 to £200.

No. 12.
Lawrence
Wildman,
9th
October
1947,
Examina-
tion.

Xrd : The small engine could only be used as a small water pump, it was a Kerosene Engine. I saw the engines the day before yesterday. The engines would deteriorate considerably over a period of 2½ years. This value 2½ years ago would bear no comparison to what their value is today.

Cross-
examina-
tion.

No. 13.

EVIDENCE of Oritseje Efueye.

No. 13.
Oritseje
Efueye,
9th
October
1947,
Examina-
tion.

ORITSEJE EFUEYE : speaks English and is duly sworn.

I am employed in the Aviation Department of Government and I am a meteorological observer. The average rainfall of Lagos is 72.07 inches. The average shade temperature is 80.5 degrees. Fahr. The average humidity at 9 a.m. is 84 % and 3 p.m. 73 % near the sea the humidity would be greater.

Case for Plaintiff closed.

PROCEEDINGS.

*In the
Supreme
Court of
Nigeria.*

Friday the 10th day of October, 1947.

No. 14.

Procee-
dings,
10th
October
1947.

Mr. CAMERON : The only matter we are concerned with is Section 5 of Public Lands Acquisition No. 6 of 1945, for the purpose of this case that section can be taken to be based on Section 2 of the Acquisition of Land Compensation Act 1919 this section sets out the rules in England and consolidate the decision on the point subsection (b) of our own ordinance is materially the same except it leaves out estate interest or profits. We have to consider in our case what actually is being acquired 10 by the Crown and I submit what is being acquired is the Salt Work Factory at the Beach my case is that the Claimant must be fully compensated for the loss he has suffered through being forced to abandon the salt making project with all its potentialities. The case for the Crown I understand is that they are not prepared to compensate for the loss of his business because when the Notice of Acquisition there was no business because the Crown say he had abandoned it and Maja suffered no loss because Government took it away from him. The question as to abandonment can in my submission be answered only by evidence as to what were Maja's intentions for the future of the Salt 20 Works. The appearance of the Salt Works at the date of the acquisition notice is in my opinion completely irrelevant. The reasons why the work at the Salt Works were suspended are easy to imagine and have in fact been given by Dr. Maja, Dr. Maja is the only person who can say what his intentions were with regards to the business I think one can take it that all operations which had taken place at the Salt Works prior to the acquisition were purely of an experimental nature and the future of the project would naturally depend on the success or failure of the experiments. Dr. Maja spent a considerable amount of money on the construction of 9 salt pans he obtained at considerable expense what machinery was 30 available to him in Nigeria he entered into a lease for 25 years with the owners of the land with an option for another 25. Dr. Maja also entered into a lease of a narrow strip of land stretching to the Sea a pipe was laid in this strip from the pans to the Sea and Dr. Maja started his experiments I wish to stress the fact that owing to conditions prevailing at that time he was forced to carry out his experiment with any machinery he could obtain in Nigeria and Government helped him to get the Machinery. After a few months experimenting with that machinery it was found that salt could be used successfully by the methods then employed but it could not be produced economically without additional machinery. Accordingly 40 Maja applied to Government for a permit to import into Nigeria additional machinery that permit was refused and it was accordingly decided that Mr. Diamantopoulos should go to the United Kingdom and consult expert Engineer who would be able to advise him on the best types of machinery for the purpose. It was quite obvious that when it was discovered salt could not be produced economically with the machinery they had it would be absolutely folly to continue the experiment with that machinery accordingly work was stopped until the new machinery became available. The works were not abandoned work was stopped temporarily. Whilst

Diamantopulos was in the United Kingdom Maja was here keeping the place in good order he had someone to keep the engine running periodically. Then when news came of the death of Diamantopulos Dr. Maja went to the United Kingdom for the purpose the sole purpose of continuing enquiries from experts and negotiations for the purchase of necessary machinery and when he left he left his brother in charge.

*In the
Supreme
Court of
Nigeria.*

No. 14.
Proceedings,
10th
October
1947,
continued.

Dr. Maja went to the United Kingdom in January 1944 and approximately 4 months later the acquisition notice was posted on the works. Dr. Maja received a cable from his brother advising him of the
10 acquisition and recommending him to stop negotiating for machinery. Dr. Maja's Statement he had no intention of abandoning the project. On Maja going to United Kingdom he took samples of the Sea Water and the Coal whatever may be said about the quantity of Sea Water he took or its containers the fact remains the water was analysed and the analyst report is before the Court (AM.S) 2nd para. of the report very important. What Dr. Maja did surely contradicts any suggestion that the stoppage of the works was an abandonment. The only abandonment was when he was forced to abandon the project. The amount of compensation naturally depends on whether the project was abandoned or not if the project had
20 been abandoned the only compensation Maja would be entitled to would be the buildings as reclaimed for building material value of the material itself less the costs of reclaiming : at the date of the notice. Government made an offer to Maja on that basis is £400 but even on that basis the Crown was unable to show satisfactorily how that sum was arrived at. The expert witness Mr. Pedder admitted that he did not know what was the composition of 5 out of the 9 tanks including the largest one. The only satisfactory evidence with regard to the material on the set is the evidence of Mr. Folami his valuation is based on accurate knowledge of the composition of the tanks and detailed measurements and he valued the
30 material at approximately £5,000 a figure based on the basis of 2/- per square foot according to Mr. Pedder the total area of the salt pan was 60,000 square feet and he admitted that 2/- per square foot is reasonable but not as reclaimed building material so if one calculates at 2/- the value is £6,000 to reduce that to its value as reclaimed building material one must deduct cost etc. The value of the property or interest acquired on the basis which the Crown would like to work is not £400 but £5,000 : There is conclusive confirmation of Government's position in this matter in the wordings of the letter 28th January 1946 (Exhibit AM.10). There the
40 Commissioner of Lands states the reason why Government is assessing or reclaimed building material is that the salt works were not productive at the time of the acquisition. The salt works were never abandoned and Dr. Maja had no intention of doing so. Broadly speaking the question is not whether the factory had started work or not or were not working at the date of the acquisition Notice but is there evidence sufficient to show that there were quite definitely prospect of the works being successful as a manufacturing unit. This adventure did have prospects of success is my case to say otherwise would in effect be saying that the Salt Works at Victoria Beach was a White Elephant. A factory which has prospects it doesn't matter if they have been realized or not nor does it matter if
50 the factory is in actual production or not such a factory has a value it is saleable as a factory and assessment for the purpose of compensation

*In the
Supreme
Court of
Nigeria.*

No. 14.
Proce-
dings,
10th
October
1947,
continued.

must take into account its factory value : it would be an arbitrary valuation. Value of potentialities must be taken into consideration value to be put on potentialities is part of the value of the loss. Under the Nigerian Ordinance the word land is added to by the words estate interest or profits the valuation of Maja's interest must include not only what is there on the site but also the prospective value to Dr. Maja of all the potentialities so that we have the position that what Maja has to be compensated for is a factory as such and the loss which Maja has suffered through being forced to abandon his project. It may be difficult to calculate what Maja's loss has been from a point of assessing the compensation but it is quite clear 10
from the authorities that the whole loss due to the acquisition must be made good and I do submit that the only figure one can take is the total amount which Dr. Maja spent on this project because the whole of that amount has been thrown away through the action of Government.

The most useful case with regards to whether the factory was in actual production see *Brown v. Commissioner for Railway* Law Report 15 Appeal Cases D.40. P.C. Appeal seam of coal on the land page 250 judgment. The evidence is that the Salt Works were capable of being worked at a profit in the future see letter Frent—*Sloughton and The Barbados Water Supply Company Limited* Law Report 1893 Appeal cases 20
page 502. *Rajah Nlorayana v. Rio Officer* reported L.R. 1939 Appeal Cases this case was also water. The only means of arriving at the potentialities I submit is to arrive at the amount of money Maja has put into the business. *Horn & Sunderland Corporation* Law Report 1941 2 K.B. page 26 : page 48. Owner shall not be paid neither less nor more than his loss. *Cedar Rapide Manufacturing Company v. Lasoade & Ors.* L.R. 1914 Appeal Cases 569. *Inland Revenue Commissioner v. Cleff* L.R. 1914 2 K.B. page 466 Nursing Home Case. *Bailey v. Isle of Sharel Light Blue* L.R. 1900 1 Q.B. page 722 Counsel in a position to challenge Dr. Maja expenditure on the project.

Mr. BATE : It is Government's policy to pay fair compensation but 30
we are fettered in 2 respects. 1. We are spending public money. 2. We are limited by the Ordinance. Land Clauses Act 1845 Acquisition of Land Act 1919 and our own Ordinance. The first proposition is the basis on which compensation must be calculated on our own Ordinance and no other Statutes are only helpful when the Law is the same. Land Clauses Act 1845 was for purpose of acquiring lands for Railway. Halsbury 2nd Edition Hailsham Vol. 6 pages 41 and 42. Gordons Compulsory Acquisition of Land 2nd Edition page 83 dated 1936. The principle in the Act of 1919 are different and much less generous situation very different to that of 1945. Hailsham Vol. 6 page 43 Section 39 on 40
page 44 same section : the matter is made clear the Act of 1919 was enacted to cure the excessive prices paid under the 1945 *Horn v. Sunderland Corporation* Law Reports 1941 page 40. Our own Ordinance in no way resembles the Lands Clauses Act of 1945 in so far as the principles of calculation are concerned it does follow the Act of 1919 enabling Government to acquire land at a fair but not extravagant price 1845 fully compensated a person for all his losses the 1919 Act on entirely different principle laid down no longer the owners valuation but the market value all the authorities except *Horn and Sunderland Corporation* cited by Plaintiff are decisions under the Land Clauses Act. In my opinion all 50

cases other than *Horn v. S.C.* should be regarded with the greatest suspicion. Compare the two Acts our own and that of 1919 Section 6 of the 1919 Acts provides compensation for disturbance no such rule in our own Ordinance. Page 34 of the case *Horn v. Sunderland Corporation* Green J. no provision under that Act 1919 for disturbance if Section 6 had not been inserted. Nothing in our own Ordinance for disturbance as contained in Section 6 of 1919. Land interest or profits must be valued at the market price without compensation for disturbance as contained in the 1919 Act. What is the meaning of market value both appear in

10 our Act and the Act of 1919. Gordons Compulsory Acquisition of Land page 117 contains a definition of Market Value Halsbury at page 44 Vol. 6 2nd Rule C and D of our Ordinance are relevant to our case they have not counterpart in the 1919 Act d: contains a proviso a most important one, i.e. without regards to any improvements works made or constructed etc. this has no counterpart in the 1919 and it restricts the meaning of our rule B to a very considerable extent. There is no provision in our Ordinance similar to Rule 5 Section 2 of the 1919 Act. No such compensation. My learned friend says his client must be compensated for all his losses in a salt making factory with all its potentialities this might apply

20 under the Land Clauses 1945 but not in accordance with the principle laid down in our own Ordinance. My submission it is much too widely framed and at the best he is only entitled to the market value. I am not denying the potentialities or future profits are to be taken into consideration but in assessing the future potentialities I would suggest the following facts must be taken into consideration 1st whether there is any evidence to justify the belief that there was a real prospect of future profits 2. Whether there was any genuine evidence of future potential value. To consider the matter of future profits in the light of section 15 of our Ordinance Section d. The amendment which produced this proviso was only brought in in 1945

30 *Commissioner of Lands v. Adeleye* 1938 14 Nigerian Law Reports page 109 which lays down the principles. Authority under the 1919 Act. Future profits are not admissible. *Collins and the Feltham Urban Dis Council* 1937 4 All England Reports page 189. English & Empire Digest Vol. 2 page 126 K. I therefore submit on the point of law is that compensation in this case must be assessed solely on Section 15 of the Public Acquisition Ordinance it must be the market value of the property. Maja said he didn't want to sell. In assessing the market value there is the further limitation that he has submitted a statement of claim and he is not now entitled to ask for compensation not mentioned in the claim and there is

40 no claim for the potential value of the land or future profits.

Started in 1941 when Maja and Diamand bought Plant from one Thomopoulos for £175 who has attempted to make salt in that area. Dr. Maja said he had great difficulty in obtaining machinery in this Country. Maja took no expert advice. They had to use an important Manager these works started in 1941 experiment came to a close in 1943 during that time Dr. Maja had expended a better part of £10,000 and he had produced two tons of salt which he valued at £13 a ton and that was at a period when there was an admittedly salt shortage. In the spring of 1943 he gave up these works. The reason why he failed have been admitted the climatic

50 conditions of this country are entirely opposed to the production of salt in this country added to that a very heavy expenditure on fuel the annual

*In the
Supreme
Court of
Nigeria.*

No. 14.
Proceedings,
10th
October
1947,
continued.

*In the
Supreme
Court of
Nigeria.*

No. 14.
Procee-
dings,
10th
October
1947.
continued.

bill for fuel would cripple any business. Most unbusinesslike way in which the business was carried on no account books produced here some of the items of expenditure fantastic. The Government gave their reasons for lack of confidence in Maja's business AM.7. Diamand died in 1943. Although Government had refused an import licence went to England to buy machinery. He said the sole purpose he went to England for was machinery but if one sees M.9 there were other interest no import licence coming until the end of the war he knew. He said he would be prepared to wait in England until an import licence was granted to him, purely fantastic, no prospect of obtaining an import licence. No prospect of future profits. 10
During his trip to England he submitted salt water to an analyst there letter AM.8 is the only evidence put forward by Plaintiff is the only evidence with new machinery the venture would show any profits the terms of the letter are extremely vague and there is nothing to show they knew anything of the special condition pertaining in this colony and the type of profit are excluded by the decisions I have already quoted if you do so then there is the proviso to Section 15. I therefore ask the Court to eschew all future profits they are far too vague and 2nd they are excluded in any event by Section 15. Market value of the works in 1945 much has been said about abandonment whether the works were abandoned or not is not very 20
important because all the Court has to do is to assess the market value when notice was served. What **does** matter is the condition of the works at the time whether they were sold as a going concern as a salt works or whether they were in a thoroughly bad condition and only capable of assessment with regard to their value as reclaimable for building material it is not nearly so important that the witnesses for the Crown said that the salt factory had been abandoned as the fact that they gave extremely good reasons for reaching that conclusion. They found no staff no work in progress the place packed full of rubbish and engines in a rusty condition and in fact the works had been abandoned for more than a year. Mr. Pedder said the 30
floors was leaking and that in 4 out of 9 basins he was able to see what was under the concrete skin, my friend said he Pedder didn't look under the other 4 both witnesses agreed that the Factory in 1944 was very similar to what the Court saw in 1947. On those observations the witnesses were perfectly justified in saying the works were not saleable as a going concern and the only valuation you could put upon them was reclaimable building material my submission his calculations are perfectly correct and justified in not taking into consideration those parts which were moveable. Dr. Maja is not entitled to take no steps with regards to the moveable property but is bound to minimize his loss as far as possible. There is no provision in the 40
Ordinance for payment of such moveable property it is a matter also of general knowledge which has been confirmed by the answer to the two witnesses that there is no ready market for salt works in the country even if there had been a market it is impossible to imagine any person coming forward to buy such an unprofitable business as this one.

Adjourned until 9.30 11th Oct. 1947.

(Sgd.) F. H. BAKER.

11th
October
1947.

Saturday the 11th day of October 1947.

MR. BATE : Statement of Claim : This is not claim for Market Value or in any way relating to market value. It is a claim for all Maja's 50

expenditure on the salt works it might if admissible under the Lands Clauses Act but it is not a claim that can properly be brought under the Public Requisitions Ordinance. I say 2ndly that in any event the claim is not properly supported. Item 1 is supported merely by estimate of an unqualified valuer item 2 to 9 are supported only by Dr. Maja's particulars although in para. 4 a covering letter Mr. Folami his Agent said that his client's claims are supported in nearly every case by receipts, only one item out of 336 is in fact reported by a receipt mentioned in the particulars (i.e. item 5). No reliance should be placed on Dr. Maja's contention that these items are supported by cheque counterfoils because he admitted in cross-examination because he had no separate account for the salt works but merely drew on two separate accounts this is also obvious from the numbering of the cheques in the particulars item 291 to 336 are not even supported by cheque counterfoils and 3rdly I say no weight can be attached to these particulars in any event because there is no evidence that proper accounts were ever kept considerable detail is shown as far back as 1941 and it is open to grave doubt how such detail could have been remembered in 1945 when the claim was formulated I would refer to Item 13, 55, 132, as an example of the improbability of these particulars. With regard to Item 1 Material labour and transport and mentions brick ovens and a concrete wall nevertheless Mr. Folami succeeds in reaching the same figure without reference to any of these matters except the concrete basins Mr. Folami valued the concrete at 1/- a square foot but this was on the basis that the salt work were to be sold at a going concern he admitted that there was little or no market for salt works and that the only purpose for which the concrete could be used was as building material and that to convert it into building material would entail considerable damage to the concretes and the consequent reduction in value. In my submission Mr. Cameron calculation that the value of the concrete as building material should be estimated by subtracting from the full value cost of conversion is entirely wrong. There is no relation between full value and scrap value it will also be noticed that Mr. Folami para. 3 Exhibit AM.4 only one basin was constructed of concrete blocks the remainders being made of bricks covered with cement. My submission Mr. Pedder's valuation of the concrete as reclaimed building material is the correct one. With regard to item 2 and 4 the particulars show only claims for 2 engines it is impossible for the Court to deduce from 52 the price of the 3rd Engine claimed. With regard to item 3 Mr. Pedder has said that there were only 1,800 feet in July 1944 that they were of a low quality and worth approximately worth only £150 it has been suggested that the remainder of the pipes were hidden from view being laid beneath the surface down to the sea if that is so I respectfully submit that the Court cannot take them into account for it is clear by the plan submitted by the Crown that the bulk of them could not run under the land in dispute in this case such pipes as were on the land might have been removed. Item 6 The claimant has agreed to be struck out. Item 7 the expenditure on Coal is grossly extravagant Repairs on car are exorbitant if the petrol used was merely for the car it is excessive if on the other hand it was used for a pump on the Beach such use in the light of Mr. Wildman's evidence was unnecessary and extravagant regards to item 8. The word transport was not explained by the Claimant but I submit on the most generous view there is nothing in the particulars to

*In the
Supreme
Court of
Nigeria.*

No. 14.
Proce-
dings,
11th
October
1947,
continued.

*In the
Supreme
Court of
Nigeria.*

No. 14.
Procee-
dings,
11th
October
1947,
continued.

justify £600. Item 9: I say first of all that all the items of personal advance which cannot be specifically related to his salary of £30 a month should be disallowed. In my submission that such advances were for petty expenses cannot stand because petty expenses are specifically charged throughout the account. Dr. Maja has admitted he only had one clerk he has failed to explain the meaning of transport allowance. The item rent allowance can only be allowed to include anything at all the payments of the Ikoyi Rest House and 34 Moloney Street and remaining items para. 9 should be disallowed. I say first that the value of compensation is the market value of the undertaking at the time the notice was served. 2nd that the market value of the salt works was little or nothing. 3rd That possible future profits cannot be taken into consideration 1st because they are excluded by Section 15D of the Public Lands Requisition Ordinance and in the 2nd place because there is no proper evidence before the Court that such profits would be forthcoming and in the 3rd place that even under a more generous English Act 1919 such anticipated projects cannot be considered, and the 4th is the statement of claim does not claim market value and is in no way related to it and 5th That the Statement of Claim is virtually unsupported by evidence and 6th The evidence has shown that no reliance can be placed on the particulars put forward by Dr. Maja. 10 20

Judgment reserved.

(Sgd.) FRANCIS H. BAKER.

11th October 1947.

No. 15.

JUDGMENT.

Friday the 7th day of November 1947.

Before—HIS HONOUR FRANCIS HORACE BAKER,
Senior Puisne Judge.

*In the
Supreme
Court of
Nigeria.*

No. 15.
Judgment,
7th
November
1947.

M.3039.

IN THE MATTER of the Public Lands Acquisition Ordinance
Cap. 88 in re Government Notice No. 600 dated 13/5/44—
Land at Victoria Beach.

10 Between THE CHIEF SECRETARY TO THE
GOVERNMENT

and

DR. AKINOLA MAJA Claimant

JUDGMENT.

This is an application by the Chief Secretary to the Government under the Public Lands Acquisition Ordinance Cap. 88 as amended by No. 6 of 1945 requesting this Court to determine the amount of compensation to be paid for all the buildings, salt pans and other structures erected on a parcel of land containing an area of 8.037 acres more particularly described
20 and delineated on a plan attached to an Indenture of Lease dated 21st November, 1941 and registered as No. 72 on page 72 of Volume 560 in the Registry of Deeds which said parcel of land forms a portion of the lands acquired by Government under Government Notice No. 600 dated 13th May, 1944.

The Claimant and one Nicholas Diamantopulos, now deceased, in 1941 formed a partnership for the purpose of making salt from Sea Water for which purpose they entered into the before mentioned lease of the 21st November 1941. A salt works was erected on the lands at considerable expense to Claimant and after a few months' trial, and experimenting,
30 it was found that salt could not be produced economically without additional machinery, and Diamantopulos proceeded to England to obtain the necessary machinery and have their process investigated. Whilst in the United Kingdom he died and in January, 1944, the Claimant proceeded to the United Kingdom for the purpose, as he states in his statement of claim, "to perfect the arrangements and finish the investigation already commenced by his partner."

Whilst in the United Kingdom he was informed that Government had compulsorily acquired the land which caused him to cease all arrangements for the purchase of machinery for the salt works and return.

*In the
Supreme
Court of
Nigeria.*

No. 15.
Judgment,
7th
November
1947,
continued.

On the 28th January, 1946, he received the following letter from the Commissioner of Lands :—

“ No. 04268(5)/48.

Land and Survey Department

Lagos.

28th January, 1946.

Sir,

Salt Works Victoria Beach.

With reference to your claim for compensation in respect of the building, salt pans etc. erected by you on the land held under a lease dated 21 November 1941 and registered as No. 72/72/Vol. 560 I have the honour to offer you the sum of £440 as compensation in full discharge of your claim. 10

2. I may add that as the salt works were not productive at the date of acquisition the value of the improvement has been assessed as reclaimed building material to which value has been added 10% for early and amicable settlement.

3. In the event of your not accepting the above offer the matter will be referred to the Supreme Court under Section 10 of the Public Lands Acquisition Ordinance Cap. 88 and the Court will be informed that the Government assess the compensation at £400. 20

I have the honour to be,

Sir,

Your obedient Servant,

(Sgd.) ?

for Commissioner of Lands.

Dr. Akinola Maja
2, Garber Square,
Lagos.”

The claimant states in his Statement of Claim “ that although the salt works were not productive at the date of Notice of acquisition he had no intention of abandoning the project and at the time he was in fact negotiating for the purchase of necessary machinery, he considers the amount of £440 inadequate and unreasonable as by the acquisition of the land he is prevented from carrying on the business of salt making and reimbursing himself for the outlays already expended on the project.” He therefore claims £10,000 made up of items set out in his Statement of Claim. 30

The items consist of Materials, Labour and Transport. The cost of pipes, Engines, Salaries and passages to the United Kingdom etc. 40

Counsel for claimant in his opening address submitted that his client was entitled to be paid the full amount of the injury done to him and that all the actual use of the land and its potentialities must be considered and cited *The Commissioner of Inland Revenue v. Glasgow and South Western Railway Coy.* 1887 Appeal Cases page 315 and *Bailey v. Isle of Thanet Light Railway* 1900 1 Q.B. page 722 and many other cases. He said that

his client had not abandoned the project and the potentialities of the salt factory were there at the time the notice was served, and against his will he was forced to give up a valuable project which he had had no intention of doing.

*In the
Supreme
Court of
Nigeria.*

Claimant gave evidence in support of his claim. He outlined the expenses he had incurred in erecting the salt ponds and the price he had paid for the necessary machinery, he said they commenced operations towards the end of 1942, and after a time they found they could not evaporate half the water they intended so they then applied to the
10 Director of Supplies for permission to import more engines or machinery in reply to this letter he received the following letter :—

No. 15.
Judgment,
7th
November
1947,
continued.

" No. 36191 S.132/14.

26 May, 1943.

Sir,

Further to my letter No. 36191 S.132/4 of 26th April, I have the honour to inform you that the feasibility of your scheme for increased salt production has been fully investigated and is considered impossible. I regret therefore that import licences for the plant requested cannot be considered.

20

I have the honour to be,

Sir,

Your obedient Servant,

(Sgd.) D. G. W. MONTGOMERY
for Deputy Director of Supplies.

Mr. N. Diamantopulos,
c/o Diamand & Company,
No. 2 Garber Square,
P.O. Box 582,
Lagos."

30 At the time he received the letter his partner, Diamantopulos, had already proceeded to the United Kingdom to obtain the necessary machinery and upon hearing in November, 1943 that his said partner was dead he himself proceeded to the United Kingdom to obtain machinery.

40 In cross-examination claimant stated that from the commencement of operations they produced two tons of salt in all, which was sold at about £13 a ton and the works ceased to operate in June, 1943. In July, 1945, claimant instructed one C. K. Folami to value the salt ponds which he did arriving at a sum of £5,000, exhibit AM.4, a further statement of other items of expenditure amounting to the sum of £4,899 was drawn up, exhibit AM.11, and both were forwarded in July and August respectively to the Commissioner of Lands resulting in the before mentioned letter of the 28th January, 1946, from the Commissioner of Lands wherein £440 was offered as compensation and in full discharge of the claim C. K. Folami who made the valuations stated that he measured the cubic capacity of the concrete walls of the salt pans and valued them in some cases at 2s. per cubic foot and in other cases where the concrete was not so thick at 1s. per cubic foot: that he valued the salt pans engines pipes and other

*In the
Supreme
Court of
Nigeria.*

No. 15.
Judgment,
7th
November
1947,
continued.

machinery at what he considered to be the market value at the time. Under cross-examination he said that he had no qualifications as a valuer other than 13 years' experience with Government, that the concrete blocks could be bought to build houses with but the walls would have to be taken to pieces and in doing so the concrete would be destroyed and would no longer be of much use.

Witnesses for the Government were called and the Acting Assistant Commissioner of Lands deposed that having acquired the land he received the two before mentioned claims, exhibits AM.4 and AM.11, from the claimant and visited the Salt Works with a P.W.D. valuer on the 20th July, 1944 he found the works closed and no one there, the concrete basins had the appearance of not being used for some considerable time, weeds were growing up through the floors which were cracked in a number of places. He considered the salt works derelict and abandoned and that a purchaser in the open market would only buy to pull the pans down and to use the concrete and bricks as building material. He considered the works had been abandoned otherwise they would not have been allowed to deteriorate the way they had. He saw the claimant who informed him that a new method of evaporation was proposed and that the salt ponds then in use would have no further use. 10 20

A Mr. Pedder, an engineer, who accompanied this witness as a valuer and corroborated the previous witness's evidence with regard to the condition of the salt pans said the cement floors of the basins were in some case loose and he was able to pick the cement up in his finger and the floors could not have held water and he estimated the quantity of building material which could be salvaged from them after knocking down the walls and digging up the bricks from the floors to be worth £250. The probable cost of the structures when built would be about £2,500. There were two sheds which he valued at £150 valuing them as reclaimed building material the works appearing to be derelict. He saw engines there and piping but as they were all removable he did not value them. 30

The Government Chemist deposed that the usual method of regaining salt from the sea was by natural evaporation and with the heavy rainfall here together with the high humidity salt production in his opinion would not be a profitable undertaking.

Lawrence Wildman as assistant works manager in charge of the Public Works Department mechanical workshops visited the salt works and inspected the two engines which he found in a very bad and corroded condition and valued at between £170 to £200.

It is agreed that for the purpose of assessment of compensation, the principles of assessment are contained in Section 5 of the Public Lands Acquisition Amendment Ordinance No. 6 of 1945 which repeals Section 15 of the principal ordinance : 40

The relevant paragraphs of the said section read as follows :—

“ In estimating the compensation to be given for any lands or any estate or interest therein or for any mesne profits thereof the Court shall act on the following principles—

(a) no allowance shall be made on account of the acquisition being compulsory ;

(b) the value of the land, estate, interest or profits, shall subject as hereinafter provided be taken to be the amount which such lands, estate, interest or profits if sold in the open market by a willing seller might be expected to realize :

*In the
Supreme
Court of
Nigeria.*

Provided that the Court in estimating such compensation shall assess the same according to what it finds to have been the value of such lands, estate, interest or profits at the time when notice of intention to acquire was served and without regard to any improvements or works made or constructed or to be made or constructed thereafter on such lands."

No. 15.
Judgment,
7th
November
1947,
continued.

10

A number of English cases have been quoted, cases which were decided under the Land Clauses Act of 1845 and the Acquisition of Land (Compensation) Act 1919. It is therefor necessary to compare our Ordinance with these two Acts if these cases are to be considered. Now our own Ordinance in no way resembles the Land Clauses Act of 1845 in so far as the principles of calculation are concerned this Act was far more generous than the 1919 Act enabling a person to be fully compensated for all his losses. I am therefore of opinion that for the purposes of this suit it can be ignored likewise all decisions under this Act.

20 The Act of 1919 sec. 2 relating to the rules in assessing compensation are with some exceptions similar to our own ordinance. The material exceptions are : Rule 2 of the 1919 Act omits the words " estate, interest or profits " after the words " The value of the land " so that we have in our own ordinance " The value of the land, estate, interest or profits if sold in the open market might be expected to realize." There is no counterpart in our own ordinance to Rule 2 paragraph 6 in the 1919 Act which provides—

30 " Rule 2 shall not affect the assessment of compensation for
" disturbance or any other matter not directly based on the value of
" the land."

40 The most important difference in my opinion in the two laws is that our own ordinance contains the before-mentioned proviso which prescribes that no regard shall be taken to any improvements or works made or constructed or to be made or constructed on such lands subsequent to the notice of intention to acquire. There is no counterpart to this proviso in the 1919 Act and construing this proviso in its grammatical ordinary sense to mean that whatever machinery or materials the Claimant proposed to instal on the land for the more effective means of producing salt subsequent to the notice of intention to acquire, and whatever the potential profits therefrom with new machinery and materials might be it must be disregarded by the Court when assessing compensation. It is also relevant that the Claimant in his statement of claim does not claim any potential value of the land or future profits, all he claims is to be reimbursed for the money he has sunk in the project.

I am therefore to estimate the compensation payable as to the value of the land, estate, interest or profits which if sold in the open market might be expected to realize at the time when notice of intention to acquire was served. The words interest or profits I am of opinion envisage profits which could be anticipated from the works as they were when the notice

*In the
Supreme
Court of
Nigeria.*

No. 15.
Judgment,
7th
November
1947,
continued

to acquire was served and may be described in view of the before-mentioned proviso as the potentialities without any new constructions or additions to the salt pans.

Claimant informed the Assistant Commissioner of Lands that he proposed a new method of evaporation and that the salt ponds would then have no further use and again Claimant's valuer deposed that the concrete blocks could be bought for building material but the walls would have to be taken to pieces and in doing so the concrete would be destroyed and of no use. The Government witnesses further corroborated these statements and said the salt pans were in a derelict condition and that a purchaser in the open market would only buy them to pull down and use as building material. 10

The Claimant has admitted that he proposed to place new materials and machinery on the land but the proviso in our ordinance prescribes that no regard shall be taken to improvements or works to be constructed subsequent to the notice to acquire, accordingly the potentialities of the land with new machinery and constructions does not arise. There is no evidence that the land in question has any unusual features. The Claimant himself says that without the new machinery the pans would have no further use. We know that the works had ceased to operate since June, 1943 and that the salt pans had depreciated considerably they having for all purposes been left derelict. They were never a profitable undertaking and as they stand at the present time it is clear that no one would purchase them with a view to using them as salt works. 20

Witnesses have given evidence that the only likely person to purchase them would do so with the object of using the material there as building material and I am satisfied from the evidence that in estimating the compensation to be paid I must attempt to value the structures on the land as stone work which can only be used as building material.

The machinery and pipes can be moved by the Claimant so I am not concerned with estimating their value. Claimant's valuer estimated the value of the concrete and brick walls and floors etc. to be worth £4,999.15.2 but admitted that if the walls etc. had to be taken to pieces the concrete would be destroyed and not of much use. The Government valuer estimated the value of the building material at £250 and the two sheds standing at £150. I am not unmindful that Claimant has spent a considerable amount of money on this project but no compensation is payable for disturbance under our Ordinance and no compensation is payable for potentialities which would entail and be dependant on new machinery and structures being brought on to the land subsequent to the notice of intention to acquire had been served. 30 40

I am of opinion that in view of the statement by the Government Valuer that he could not say what the thickness of the cement or foundation was in half the tanks and that the biggest of the tanks was in fair condition that he has probably under-estimated their value as building material. Therefore considering all the circumstances I assess the amount of compensation to be paid to be £800. Costs assessed at Twenty guineas.

(Sgd.) FRANCIS H. BAKER,
Senior Puisne Judge.

No. 16.

GROUNDS OF APPEAL.

IN THE SUPREME COURT OF NIGERIA.

In the Lagos Judicial Division.

Suit No. M3039/46.

CHIEF SECRETARY TO THE GOVERNMENT

Plaintiff-
Respondent

and

AKINOLA MAJA

Defendant-
Appellant

10

The Appellant being dissatisfied with the judgment of the Supreme Court delivered on the 7th day of November 1947 and having obtained Final Leave to Appeal therefrom on the 19th January, 1948 hereby appeals to the West African Court of Appeal upon the Grounds hereinafter set forth.

GROUNDS OF APPEAL.

1. The learned Judge was wrong in fact in assuming by implication that the salt works project had been abandoned as at the date when the notice of intention to acquire was served.

20

2. The learned Judge was wrong in law in holding that no compensation is payable in respect of disturbance.

3. The learned Judge was wrong in law in the principle on which he assessed the value of the Claimant's interest in the said lands.

4. The learned Judge was wrong in law and in fact in holding that; "It is also relevant that the Claimant in his statement of claim does not claim any potential value of the land or future profits, all he claims is to be reimbursed for the money he has sunk in the project."

30

Dated at Lagos this 9th day of February, 1948.

(Sgd.) IRVING & BONNAR,
Defendant-Appellant's Solicitor.

*In the
Supreme
Court of
Nigeria.*

No. 16.
Grounds
of Appeal,
9th
February
1948.

Friday the 12th day of November, 1948

No. 17.
Procee-
dings,
12th
November
1948.

Before their Honours—

SIR HENRY WILLIAM BUTLER BLACKALL, K.C., President
SIR JOHN VERITY, Chief Justice, Nigeria.
ARTHUR WERNER LEWEY, K.C., Justice of Appeal.

2791

CHIEF SECRETARY	-	Respondent	
	<i>v.</i>		10
MAJA	-	Appellant	

A. O. Thomas (F.R.A. Williams & H. O. Davies with him) for Appellant
Bate Crown Counsel for Respondent

THOMAS: re ground 1 (page 29) refer to page 26 lines 7-16.
Witness said works abandoned and judge accepted this wrongly.

Works were somewhat derelict but abandonment is a question of interest to be deduced from Claimant's action and intent and he had no intent to abandon project see page 8 lines 41 & 42 (Claimant) "to keep it going" shows intent. Partner went to England for more machinery (page 8 line 43) shows intent to carry on page line work stopped only temporarily. It was Government acquisition that caused Claimant to cease making arrangements for getting more machinery. 20

Re ground 2 disturbance page 28 line 37-38.

Submit disturbance to be compensation under Nigeria Law. It is allowable both under English Acts and Nigeria Ordinance. Page 26-7 We say that although Nigeria has not got paragraph 2 rule 6 of English Act effect is the same. Judge wrong in holding that power to compensate for disturbance depends on paragraph 2 rule 6 in English Act. Submit paragraph 2 rule 6 of 1919 Act does not create new right but merely leaves unaffected the existing right to compensate for disturbance given by 1945 Act. 30

By VERITY: Even if Rule 6 was not in paragraph 2 of 1919 Act compensation for disturbance would still exist. It is redundant.

The 1845 is on all four with Nigeria Ordinance re disturbance compensation: if anything more generous. Paragraph 63 of 1845 Act deals with value. *Horn v. Sunderland Corporation* 1941 1 All E.R. 480 at 485 F & G and 492 E. & F. Scott, L.J., said value of land includes compensation for disturbance.

Therefore it must be included in value of land as defined in Nigeria Ordinance paragraph (d) of Nigeria paragraph 15 is not in 1919 Act. 40
It has the same effect as rule 6 of English 1919 Act. This is why provision like rule 6 was not put in Nigeria Ordinance re ground (3) page 28, line 18 to page 28, line 29, wrong to assess value on building material basis.

Page 25, line 34. Folami's valuation was at date he made it page 11, line 24 c.f. page 14, line 5 XX Pedder did not material or condition. Can't be compared with Folami who measured it. Pedder gave no evidence of market value at date of acquisition. Submit whole amount claimed should have been granted.

*In the West
African
Court of
Appeal.*

No. 17.

Proce-
dings,
12th
November
1948,
continued.

BATE: re ground (1) Abandonment not directly in point. We concerned with actual market value under paragraph 15. Particular (b) and the proviso. Prospective buyer not concerned with Appellant's intention. Judge did not assume abandonment page 28, line 27 evidence
10 he based finding re this page 26, line 7 et seq. Hewett page 12, line 31. Hewett page 12, line 36 Maja said ponds would have no further use. Pedder page 13, line 22. Engine not a structure so no compensation need be given for cost of removal. Maja page 8, line 36 sale of salt only £26. Page 3, para. 7 admits works not economic profit at date page 16, line 38. Page 13, line 4. Land all along coast quite as capable as Maja's for salt. Appellant chose worst possible climate and made only £26. He would have to import machinery for which he could not get licence: no account books large coal expense: manager who alone could speak as expert dead. Re ground (2) two aspects of disturbance. 2nd aspect
20 (not touched on by Appellant). In Court below disturbance never mentioned in Statement of Claim or by Appellant's counsel. No details of disturbance or evidence about it. Only reference to disturbance is in Judgment viz. not allowed to take it into account. First proviso to paragraph 15 rules out any compensation for future profits. Paragraph 15 makes no reference to disturbance. Sub-paragraph (d) refers to severance only. Court should not say para. 6 in 1919 Act redundant. Paragraph 63 of 1845 deals only with severance. Thought necessary to insert express provision for disturbance in 1919 Act but as none in paragraph 15 inference is legislation did not intend it to be given. Re Value as a
30 Salt works. It had no value—liability not asset. Judge charitable in assessing on other basis. Folami page 11, line 31.

Monday the 15th day of November 1948.

15th
November
1948.

F. R. A. WILLIAMS in reply.

Paragraph 15 (d) overrides (b) and should be read in light of 1845 Act and as a whole and without qualification. Only paragraph 63 of 1845 Act provides for compensation. Therefore observations of Scott, L.J., must be taken to refer to that paragraph.

Re 1st proviso to paragraph 15. It applies only to expenditure incurred after publication of acquisition notice and Appellant is not
40 claiming for this, but only for his prior expenditure. Re Estoppel Disturbance was pleaded on page 4, line 13. Page 19, line 6 shows disturbance was considered. Page 5, line 13 agreed that there would be no pleadings. Re value of structures on land. If Crown Counsel is right an owner who intends to build new house would only be awarded break up value of old house if acquired by Government.

By VERITY: He is claiming for value of engines: they were fixed. Page 11, line 24 Appellant's valuer based his figures on value at time he measured i.e. after acquisition notice. Judge wrong in awarding scrap value.

50 Decision reserved.

*In the West
African
Court of
Appeal.*

No. 18.

JUDGMENT.

IN THE WEST AFRICAN COURT OF APPEAL

Holden at Lagos on Saturday, 4th December, 1948.

No. 18.
Judgment,
4th
December
1948.

Before Their Honours

SIR HENRY BLACKALL, K.C., President

SIR JOHN VERITY, Chief Justice Nigeria

ARTHUR WERNER LEWEY, K.C., Justice of Appeal.

WAC. 2791

THE CHIEF SECRETARY TO THE GOVERNMENT Respondent 10

versus

DR. AKINOLA MAJA - - - Appellant.

JUDGMENT

(Delivered by LEWEY, J.A.)

This matter came before Mr. Justice Baker last year for an assessment of the amount of compensation to be paid by Government in respect of their acquisition from Dr. Akinola Maja of certain buildings, salt pans and other structures situate at Victoria Beach. In respect of that acquisition Dr. Maja claimed a sum of £10,000.

The learned Judge, after hearing evidence, assessed the compensation 20 payable to Dr. Maja at £800, and thereupon Dr. Maja being dissatisfied, with that award, obtained leave to appeal to this Court.

The buildings and salt pans which were acquired from the Appellant had been erected by him and his late partner as a salt works for carrying out a process for the making of salt out of sea water. It is not disputed that the salt works ceased to operate in the month of June, 1943, after being in production for only a very few months, and that this short experience proved to the Appellant and his partner that they could not carry on their business profitably with the plant, machinery and equipment which were then in use. The Appellant himself, in his evidence, admitted 30 that the total takings of the works during their brief working existence amounted to £26. It is also common ground that in May, 1944, when the notice of intended acquisition was issued, the works were still closed down, and had, in fact, never been re-opened since June 1943. The Government valuers who inspected the works in July 1944 gave evidence that they found them in an abandoned condition, and that they formed the opinion that they were derelict from the point of view of any possibility of re-opening them or selling them, as a salt works business. The Appellant, however, when he went into the box, repudiated the suggestion that the undertaking had been abandoned, and gave evidence of his intention to 40 re-open the business in the future with new and more suitable machinery

and equipment. In proof of this, he pointed out that he was actually in England with a view to making the necessary purchases at the time when the acquisition notice issued in May 1944.

*In the West
African
Court of
Appeal.*

On these facts, the Appellant claims that he is entitled to be reimbursed for all the capital he has laid out on the salt project and on establishing the works. He further submits that consideration ought to be given to the potentialities of the business since, so far from its having come to an end by June, 1943, it was merely in a state of suspension until such time as the admitted failure of the past could be converted into a
10 successful and profitable enterprise by the employment of fresh capital and the installation of new and better plant. The Appellant therefore claims to be compensated by Government not only for his past expenditure, but for the disappointment of his hopes for the future in that the acquisition had made it impossible for him to develop what he alleges were the potentialities of the business in accordance with the plans which he had in mind.

No. 18.
Judgment,
4th
December
1948,
continued.

In considering these claims it is necessary to remember the opinion of the Government's advisers, which was, as already stated, that the factory was not only non-productive, but was in a derelict condition and
20 in consequence had no market value as a salt works. Because of that opinion they felt it their duty to arrive at a valuation which took account only of the worth of the various erections from the point of view of their value as building material, since they were of the opinion that no purchaser would be likely to buy them except for the purpose of demolishing them and of realising what he could from a sale of the material. On that basis, Government offered the Appellant a sum of £440 by way of compensation for his property and his interest therein, valued at the date when the notice of intention to acquire was served.

On this appeal, the evidence as to the facts of the case and the basis
30 of the Appellant's claim have to be considered in the light of the relevant statute which, in Nigeria, is the Public Lands Acquisition Ordinance (Cap. 88). The principles governing the assessment of compensation are more particularly set out in section 15 of that Ordinance as amended by the Public Lands Acquisition (Amendment) Ordinance, 1945 (No. 6 of 1945).

This Court has listened to able arguments by Counsel for the Appellant and the Crown respectively as to the various aspects of the Appellant's claim and as to their merits, having regard to the provisions of the Nigerian Ordinance. More particularly it was strongly argued before us on behalf
40 of the Appellant that section 15 of the Ordinance (as amended in 1945) should be read as providing for compensation for "disturbance," and that the learned Judge in the Court below was wrong in holding otherwise. In support of that argument it was sought to draw an analogy between section 15 of the Nigerian Ordinance when read with the provisions of the Lands Clauses Consolidation Act of 1845, and section 2 (6) of the Acquisition of Land (Assessment of Compensation) Act, 1919, in so far as it can be said to preserve rights conferred by the 1845 Act. We were also referred, in this connection, to certain passages in the judgments in the Case of *Horn v. Sunderland Corporation* reported in [1941] 1 All E.R. at page 480.

*In the West
African
Court of
Appeal.*
—
No. 18.
Judgment,
4th
December
1948,
continued.

Dealing first with that contention, I have come to the conclusion that I cannot accept it. Section 15 of the Nigerian Ordinance contains no reference to “disturbance,” and nothing which corresponds with section 2 (6) of the English Act of 1919. It appears to me, therefore, that there is no good foundation for the argument that the Nigerian law must be construed as having the same effect as the present English law in providing for compensation for “disturbance.” It follows therefore, in my view, that the learned Judge was quite right in excluding the element of “disturbance” from his consideration.

Generally, with regard to the Appellant’s claim, it seems to me that the provisions of section 15 of the Ordinance are abundantly clear and that the principles of compensation there set out—more especially section 15 (b) and the first proviso to the section—necessarily exclude those parts of the Appellant’s claim which relate to the reimbursement of his outlay in the past and to compensation for interference with his plans for the future of his business. Section 15 (b) lays down an exact standard of valuation of a claimant’s interest; namely the amount which a sale in the open market by a willing seller might be expected to realise, while the first proviso requires the value to be assessed as at the time of the notice of intention to acquire and without any regard to possible future improvements or works. That seems to me to be fatal to the contentions of the Appellant, and once those aspects of the matter are ruled out, it would appear that the basis of assessment adopted by the Government valuers is in accordance with the principles laid down in the Ordinance. 10 20

It is admitted that the salt works had been non-productive and had been closed down as a going concern for some time before the date of the acquisition notice. The valuers were, therefore, entitled to consider, as at that date, whether the works could be valued as a factory or business, or on some other basis. They considered—and I think rightly—that they were not concerned with “disturbance,” with past expenditure or with future possibilities and they were of opinion that there was no especial virtue in the particular spot chosen for the enterprise and that any other site along the coast would have been just as good—or just as bad. 30

They knew, moreover, that the undertaking, during its brief existence, had met with little commercial success. It was with these considerations in mind, that they reached the conclusion that the only possible basis of assessment was the value of the structures as building material to be sold after their demolition.

The learned Judge upon the law and the facts accepted that basis of valuation, but added a sum of £360 to the amount of £440 which had been offered to the Appellant by Government in consequence of their advisers’ valuation. 40

It is difficult not to feel a measure of sympathy with the Appellant in the circumstances in which he is placed. But this Court can have regard only to the statutory rules for the assessment of compensation laid down in the Ordinance and can act on no other principle. That was also the position of the learned Judge, whose award was, in the circumstances, not ungenerous, and whose findings of law and fact seem to me to afford no reasonable ground for criticism.

For the reasons given, the appeal fails and the order of the Court below is affirmed. *In the West African Court of Appeal.*

(Sgd.) ARTHUR LEWEY,
Justice of Appeal.

I concur.

(Sgd.) H. W. B. BLACKALL,
President.

No. 18.
Judgment,
4th
December
1948,
continued.

I concur.

(Sgd.) JOHN VERITY,
Chief Justice Nigeria.

10

No. 19.

ORDER dismissing Appeal.

IN THE WEST AFRICAN COURT OF APPEAL.

Holden at Lagos, Nigeria.

No. 19.
Order
dismissing
Appeal,
4th
December
1948.

WAC. 2791.

Between THE CHIEF SECRETARY TO THE
GOVERNMENT

Respondent

and

DR. AKINOLA MAJA

Appellant.

20 IT IS HEREBY CERTIFIED that on the 4th day of December, 1948, the West African Court of Appeal sitting at Lagos, Nigeria, gave judgment to the effect following :

“ The appeal fails and the Order of the Court below is affirmed.”

(Sgd.) H. W. B. BLACKALL,
President.

The Court below to carry out this Order.

Given at Lagos Nigeria under the Seal of
the Court and the hand of the President
this 4th day of December, 1948.

30

(Sgd.) V. R. BAIRAMIAN,
Deputy Registrar,
West African Court of Appeal.

*In the
Privy
Council.*

No. 20.
Order in
Council
granting
Special
Leave to
Appeal,
25th April
1950.

No. 20.

ORDER IN COUNCIL granting Special Leave to Appeal.

AT THE COURT AT BUCKINGHAM PALACE

The 25th day of April, 1950

Present

THE KING'S MOST EXCELLENT MAJESTY

LORD PRESIDENT

MR. BARNES

LORD PAKENHAM

MR. TOMLINSON

L.S.

WHEREAS there was this day read at the Board a Report from the Judicial Committee of the Privy Council dated the 29th day of March 1950 10
in the words following, viz. :—

“ WHEREAS by virtue of His late Majesty King Edward the Seventh's Order in Council of the 18th day of October 1909 there was referred unto this Committee a humble Petition of Akinola Maja in the matter of an Appeal from the West African Court of Appeal between the Petitioner Appellant and the Chief Secretary to the Government of Nigeria Respondent setting forth (amongst other matters): that the Petitioner prays for special leave to appeal to Your Majesty in Council from a Judgment of the West African Court of Appeal dated 4th December 1948 affirming a decision of the 20
Supreme Court of Nigeria of 7th November 1947 which determined the principles which should apply to the assessment of compensation on the compulsory acquisition by the Respondent of the Petitioner's land: that on the 13th May 1944 notice of intention to acquire the land was served on the Petitioner by the Respondent under the provisions of section 5 of the Public Lands Acquisition Ordinance of Nigeria (Chapter 88) (thereinafter referred to as 'the Principal Ordinance'): that by a reference dated 1st March 1946 compensation was in default of agreement referred by the Respondent under section 10 of the Principal Ordinance for assessment by the Supreme 30
Court: that on 7th November 1947 the compensation was assessed by the Supreme Court in accordance with the principles provided by section 5 of the Public Lands Acquisition (Amendment) Ordinance (No. 6 of 1945) (thereinafter referred to as 'the Amendment Ordinance') which amended section 15 of the Principal Ordinance in respect of such principles and came into force on 19th April 1945: that it was agreed by the Parties that section 5 of the Amendment Ordinance contained the appropriate provisions: that the principal questions which arise on this Appeal are: (a) Whether the provisions of section 5 of the Amendment Ordinance exclude 40
from the compensation recoverable on the compulsory taking of land all compensation in respect of disturbance; (b) Whether the said provisions exclude from such compensation the whole of the potential value of the land to the vendor; (c) Whether the law which should properly have applied to the assessment of compensation was the law in force at the date of service of notice of intention

10 to acquire, viz. the principles set out in section 15 of the Principal Ordinance and whether under the provisions of sections 10 and 15 of the Principal Ordinance or alternatively of section 1 (1) of the Interpretation Ordinance of Nigeria the Supreme Court was bound so to assess the said compensation notwithstanding agreement between the Parties that the proper law was as provided by the Amendment Ordinance: And humbly praying Your Majesty in Council to grant the Petitioner special leave to appeal against the Judgment of the West African Court of Appeal dated the 4th December 1948 and for further or other relief:

*In the
Privy
Council.*
No. 20.
Order in
Council
granting
Special
Leave to
Appeal,
25th April
1950,
continued.

“THE LORDS OF THE COMMITTEE in obedience to His late Majesty’s said Order in Council have taken the humble Petition into consideration and having heard Counsel in support thereof Their Lordships do this day agree humbly to report to Your Majesty as their opinion that leave ought to be granted to the Petitioner to enter and prosecute his Appeal against the Judgment of the West African Court of Appeal dated the 4th day of December 1948 upon depositing in the Registry of the Privy Council the sum of £400 as security for costs:

20 “AND THEIR LORDSHIPS do further report to Your Majesty that the proper officer of the said Court of Appeal ought to be directed to transmit to the Registrar of the Privy Council without delay an authenticated copy under seal of the Record proper to be laid before Your Majesty on the hearing of the Appeal upon payment by the Petitioner of the usual fees for the same:

“AND in case Your Majesty should be pleased to approve of this Report then Their Lordships do direct that there be paid in any event by the Petitioner to the Respondent his costs of opposing the said Petition.”

30 HIS MAJESTY having taken the said Report into consideration was pleased by and with the advice of His Privy Council to approve thereof and to order as it is hereby ordered that the same be punctually observed obeyed and carried into execution.

Whereof the Governor or Officer administering the Government of Nigeria for the time being and all other persons whom it may concern are to take notice and govern themselves accordingly.

E. C. E. LEADBITTER.

*Exhibits.***EXHIBITS.**

AM.1

Letter
from
Government
Chemist
to Dr.
Maja,
16th
October
1941.

Exhibit AM.1.

LETTER from Government Chemist to Dr. Maja.

No. G.C.58/68.

Government Chemist,
Lagos, Nigeria.

16th October, 1941.

Dr. Maja,
2, Garber Street,
Lagos.

Salt—Misc. 64/41.

10

I have examined the sample of salt you handed me on 15th October, 1941 and find it contains nothing I should not expect to find in concentrated sea-water. The only way to reduce the amount of Calcium Sulphate and Magnesium Chloride would be by partial concentration which leads to the CaSO_4 being precipitated and then by further concentration and crystallization of the NaCl . The final liquor containing the bulk of the MgCl_2 is discarded. It is the presence of this Magnesium Chloride which makes the sample take up moisture from the air so rapidly.

(Sgd.) C. L. SOUTHALL,
Government Chemist.

20

AM.2

Note from
Food
Controller
to Mr.
Hallam,
23rd
January
1942.

Exhibit AM.2.

NOTE from Food Controller to Mr. Hallam.

Mr. Hallam,

Bearer, Mr. Diamantopulos, is erecting plant for Salt making at Victoria Beach & requires some half bends. Will you please assist if possible. Government are rendering all possible assistance in the project.

(Sgd.) GOODMAN ?
Food Controller.

23/1/42.

A.S.K.,
Ijora.
To you pl.

30

(Sgd.) J. W. W. HALLAM,
24-1-42.

Exhibit AM.3.

STATEMENT OF EXPENDITURE.

STATEMENT OF OTHER ITEMS OF EXPENDITURE IN CONNECTION WITH THE
SALT FACTORY AT VICTORIA BEACH.

Exhibits.
AM.3.
Statement
of
Expendi-
ture

Date	Cheque Number	Drawer	Particulars	Amount	
				£	s. d.
20.10.41	34401	Mr. Diamantopulos	Trip to Jos	17	0 0
28.10.41	Cash	Amalgamated Tin Mines of Nigeria Ltd., Bukuru	Steam Engines, &c.	403	1 0
29.10.41	34407	Mr. Diamantopulos	Balance Travelling expenses to Jos	6	0 0
3.11.41	Cash	Gold Arrears of Nigeria, Minna	Blackstone Pump	50	7 3
12.11.41	P.W.D. Receipt No. 3383	C. S. K. Ijora ..	C.I. Pipes 6"	86	12 3
13.11.41	34413	Sec. L.T.C. ..	Licence for L8013 Oct.—Dec. 1941	3	0 0
14.11.41	14	Cash	For Batteries	3	10 0
17.11.41	16	Mr. Diamand ..	For pipes from South Africa ..	300	0 0
18.11.41	17	Do.	Iron plates from Shell Co. Freight on pump from Gold Arears Ltd. Petty Expenses	17	0 0
19.11.41	18	Cash (driver) ..	Wages 3/16.11.41	13	4
21.11.41	19	J. A. Aromire ..	Conveyance and Preliminary Expenses	4	4 0
Do.	20	Do. for Oniru ..	Rent Land for Dec. 1941	2	1 8
Do.	21	Cash	Ofun sticks, Bamboo and Nails for sheds	10	0
			Letter Heads	1	2 6
			2 Only Rakes	6	0
			Reg. Business Name	5	0
			Attestation partner- ship agreement	2	0
			Stamp Duty	1	0
			Attestation Agree- ment Chief Oniru —Lease of Land 2 Copies	4	0
			Advance Alabi (Clearing Land)	4	0 0
				6	10 6
			Carried forward	900	0 0

Exhibits.
AM.3
Statement
of
Expendi-
ture,
continued.

Date	Cheque Number	Drawer	Particulars	Amount
				£ s. d.
			Brought forward ..	900 0 0
26.11.41	25	Mr. Diamantopulos	5 Drums at 25s. ea. Advance to labourers 20s., Driver 5s. ..	7 10 0
26.11.41	26	Do.	Advance against Salary for Dec. ..	15 0 0
29.11.41	27	Cash	Advance Labourers el'ing grd. Allowance to S. Carpenter 10s. ..	3 0 0
1.12.41	28	Mr. Diamand ..	Mr. Diamand's Salary Balance of account £15	15 0 0
			Petrol	11 4
8.12.41	32	Do.	Stamping Lease Land from Oniru at Victoria Beach	1 0 0
10.12.41	34	M. O. Olowu ..	Repairs to Car p.p. a/c (18013) ..	1 10 0
11.12.41	35	Mr. Diamand ..	Advance against Salary	5 0 0
13.12.41	36	M. O. Olowu ..	Repairs to Car Balance of a/c ..	2 0 0
22.12.41	43	Cash	Reg. tion of L/lease Victoria Bea. ..	1 0 0
24.12.41	45	Mr. Diamand ..	A Advance against salary	10 0 0
27.12.41	34647	The P.M.G. ..	P.O. Box	2 0 0
31.12.41	50	Cash	Balance of Mr. D. Salary (Jan.) ..	12 0 0
2. 1.42	35051	Mr. Diamand ..	1,150 ft. Everite Asbesto Cement Pipes—Deposit for	300 0 0
3. 1.42	54	Do.	F'ther D'pst 1,150 ft. Everite, &c. ..	50 0 0
2. 1.42	53	Do.	Advance against Salary	18 0 0
7. 1.42	56	Cash	Repairs Car Lock	6 0
8. 1.42	57	Mr. Diamand ..	Charges Marine Dept.	12 15 10
10. 1.42	58	Cash	Licence for L8013	9 0 0
Do.	59	Mr. Sonibare ..	Locks, &c.	9 3
14. 1.42	62	Cash	Water Hose L8013	9 6
23. 1.42	67	Mr. Diamand ..	Personal Advance	3 0 0
Do.	68	Cash (Sadiku) ..	Labourers on engine at Dry Dock 5 10 0 Petty Expenses 2 10 0	8 0 0
22. 1.42	70	J. Johnson ..	Transport Pipes (Chellaram) Beach	4 5 0
28. 1.42	35075	E. O. Aiyede ..	Survey of Plans, &c., on a/c ..	10 10 0
30. 1.42	35327	Cash	40 Half Bends	50 0 0
31. 1.42	28	Mr. Diamand ..	Salary for Feb. in advance ..	30 0 0
3. 2.42	34	Cash	Repairs to Car	2 0 0
4. 2.42	36	Do.	Lamp Glass 7s. 6d., Wheel spanner 3s.	10 6
7. 2.42	38	Mr. Diamand ..	200' 6" Pipes	63 0 0
12. 2.42	41	Do.	To acquire plant and all other materials for making salt at Beach from S. Thomopulos & Co. with Lease Govt.	175 0 0
Carried forward ..				1,712 17 5

Exhibits.

AM.3.
Statement
of
Expendi-
ture,
continued.

Date	Cheque Number	Drawer	Particulars	Amount
				£ s. d.
Brought forward ..				2,230 3 3
6. 5.42	9	Cash	Watchman	1 0 0
22. 5.42	44	Do.	C.F.A.O. (Motor Dept.)—	
			Repairs L8013	1 2 6
28. 5.42	6	Do.	Repairs L8013	1 10 0
30. 5.42	8	Mr. Diamand ..	Salary for June	30 0 0
2. 6.42	50	Cash (a/c Mr. D.) ..	Repairs L8013	1 5 0 10
3. 6.42	1	Cash	Battery for L8013	4 0 0
6. 6.42	2	Do.	2 Drums	2 10 0
8. 6.42	4	Do.	Repairs to L8013	1 12 6
19. 6.42	9	Do.	Rubber Joint	1 0 0
Do.	60	Do.	Repairs to L8013	6 18 0
22. 6.42	2	Do.	4 Drums and Transport	1 2 0
30. 6.42	5	A. A. Dinah ..	Part Payment of Mr. Diamand Personal account	2 10 0
1. 7.42	6	Mr. Diamand ..	Salary July in advance part salary paid by cheque No. 366566 of 30.6.42	27 10 0 20
8. 7.42	8	Cash	Mr. Diamand for petrol for Car and engine	1 10 0
11. 7.42	70	Do.	2 Gallons Petrol	6 0
16. 7.42	36572	Mr. Diamand ..	T. Pieces from Railway £6 5 0 Water and Improve- ment Rates, personal a/c 6 4 0 Petrol 1 1 0	13 10 0 30
18. 7.42	4	Cash	Balance Payable Marine Dept. for transport of Engine from Apapa to Victoria Beach	10 12 6
28. 7.42	37057	Mr. Diamand ..	Personal a/c	11 0 0
29. 7.42	8	Cash	Petrol and Pipe	1 16 0
31. 7.42	9	Do.	2 Tins Petrol £1 5 4 Sadiku 1 0 0 Pump for Car 17 0	3 2 4
1. 8.42	61	Mr. Diamand ..	Salary—Aug. in advance	27 10 0 40
6. 8.42	4	Cash	Petrol, Engine Oil, Grease, &c. ..	8 0 0
7. 8.42	5	Mr. A. Dina ..	p.p. of a/c on behalf of Diamand	2 10 0
8. 8.42	6	Cash	Wages, &c., Saturday 8.8.42 ..	14 14 8
14. 8.42	7	Do.	Petrol, engine oil, grease, packing, &c.	4 0 0
15. 8.42	8	Do.	Wages, Saturday 15.8.42 Nail 16s.	14 11 2
Carried forward ..				2,425 5 11

					<i>Exhibits.</i>	
Date	Cheque Number	Drawer	Particulars	Amount		AM.3.
						Statement of Expendi- ture, <i>continued.</i>
				£	s.	d.
Brought forward ..				2,425	5	11
17. 8.42	9	Mr. Diamand ..	Travelling Exp.—Jos and back Personal account	65	0	0
Do.	70	Mr. Awode ..	Rent 34 Moloney St. 15.8.42— 15.2.42	85	0	0
19. 8.42	1	Mr. Diamand ..	Petrol for Engine at Beach ..	3	5	0
10 22. 8.42	3	Cash	Wages, &c., Saturday 22.8.42 £10 14 4 Petrol—1 Tin 12 8 Blacksmith 7 0	11	15	0
27. 8.42	4	Do.	Plug, Pipes, &c., S/Engine ..	1	0	0
29. 8.42	37402	Cash	Wages, &c., Saturday—29.8.42 1 Tin Petrol	11	5	9
31. 8.42	3	Do.	Record Book, Cash Book and other office utensils	2	0	0
20 1. 9.42	4	Do.	A/c Mr. Diamand's Salary ..	2	0	0
Do.	5	Mr. A. Dina ..	A/c Mr. Diamantopulos (3rd inst.)	2	10	0
7. 9.42	6	Do.	44 Galls. Petrol at 3s. £6 12 0 Bal. for Railway/bends 45 14 0 Lead Wool 1 0 0	53	6	0
8. 9.42	7	Do.	For tissue Paper—1 Ream ..	10	0	0
9. 9.42	8	Do.	Registration and Stamping of Agreement for Lease—House personal account	16	10	0
30 Do.	9	Do.	Driver £1 5 0 C.F.A.O. 15 6 Petrol 15 0 Charge Battery .. 2 9 Brush for engine .. 10 0 Repairs 2 0 Putty 2 0	3	12	3
12. 9.42	10	Mr. Diamand ..	Rent account	85	0	0
40 Do.	11	Cash	Wages, &c., Saturday 12.9.42 £17 4 2 Coal-Tar 4 16 0 Black Paint 10 0	22	10	2
14. 9.42	12	Do.	44 Gals. Petrol at 2s. 11d. £6 8 4 Petty Expenses .. 3 13 0	10	1	4
Carried forward ..				2,800	11	5

Exhibits.
AM.3.
Statement
of
Expendi-
ture,
continued.

Date	Cheque Number	Drawer	Particulars	Amount
				£ s. d.
Brought forward ..				2,800 11 5
17. 9.42	13	Cash	A/c Marine Dept. Rivers, Bolts, Nuts, Canvas Hose, &c. ..	4 14 11
19. 9.42	14	Do.	Valve for small pump	2 6 0
Do.	15	Do.	Wages Saturday 19.9.42 £22 7 11	
			Red paint and Oil .. 1 9 0	10
				<u>23 16 11</u>
21. 9.42	16	Do.	4 Gals. Petrol	12 8
Do.	17	Do.	Mr. Diamand .. £8 0 0	
			8 Gals. Petrol—Pipe.. 2 0 0	
				<u>10 0 0</u>
22. 9.42	37418	Do.	8 Gals. Petrol.. .. £1 3 4	
			Engine oil, cotton waste 11 8	
				<u>1 15 0</u>
26. 9.42	20	Do.	Wages £14 1 8	20
			Petrol 30 Gals. .. 4 7 6	
				<u>18 8 2</u>
29. 9.42	23	Do.	Kerosene, &c.	10 1 0
30. 9.42	5	Do.	22 Shovels (wooden)	6 0 0
1.10.42	37651	Do.	Wages and Salaries—Engineer, Mechanics, Driver, &c. ..	17 10 0
Do.	2	Mr. Diamand ..	Salary for October	27 10 0
3.10.42	3	Cash	Wages, &c., Saturday 3.10.42 ..	12 12 4
7.10.42	5	Mr. A. Dina ..	p.p. of a/c of Mr. Diamand ..	2 10 0
9.10.42	6	Cash	Mr. Johnson's salary (Sept.) ..	6 0 0 30
Do.	7	Mr. Sadiku Esubi	Advance against settlement of Account	10 0 0
10.10.42	8	Cash	4 Tins Putty	2 0 0
13.10.42	60	Do.	A/c N. Diamand (Personal) ..	5 0 0
14.10.42	1	Do.	10 Tons Coal from Railway ..	16 0 0
16.10.42	2	Do.	Firewood £0 14 6	
			Sanni Carpenter .. 1 0 0	
			Rest house at Beach .. 4 6	
			Firewood 1 1 0	
			Transport 10 0	40
			Coal Tar 4 2 0	
			Carpenter 17.10.42 .. 1 0 0	
			Black Enamel .. 2 0	
				<u>8 14 0</u>
17.10.42	3	Do.	30 Gals. Petrol .. £4 7 6	
			Mr. Diamand .. 1 12 6	
				<u>6 0 0</u>
Carried forward ..				2,992 2 5

					<i>Exhibits.</i>	
Date	Cheque Number	Drawer	Particulars	Amount		AM.3. Statement of Expendi- ture, <i>continued.</i>
				£	s.	d.
			Brought forward ..	2,992	2	5
17.10.42	4	Mr. A. Arab ..	Transport of Coal	5	8	0
19.10.42	5	Cash	200 Bundles Firewood and Trans- port	1	11	0
21.10.42	37666	Do.	4 Kegs Putty at 10s. ea.	5	10	0
			2 Pes Cloths at 5s. ea.			
			10 Kerosene Tins 1s. 6d. ea. ..			
			Post and Ofun Sticks £2 5s. ..			
10 Do.	8	Do.	10 Tons Coal from Railway ..	16	15	10
22.10.42	9	Do.	Petty expenses by Mr. Diamand	6	0	0
23.10.42	70	Do.	Firewood	5	5	0
Do.	1	Do.	10 Tons Coal from Railway ..	16	15	10
24.10.42	2	Do.	Carpenter £1 0 0			
			Mechanics 15 0			
				1	15	0
Do.	3	Do.	Mr. Diamand a/c	15	0	0
20 26.10.42	4	Do.	Disu's Salary .. £12 10 0			
			Boiler Brush .. 10 6			
			Disu's Labourers .. 1 12 6			
				14	13	0
27.10.42	5	Do.	2 Months' rent for Bungalow, &c., £1 18s. 4d. Spanner, &c., £2 ..	3	18	4
5. 9.42	37477	Do.	Wages, &c., Saturday 5.9.42 £15 10 8			
			Out of Pocket Expenses for Petrol Engine Oil 2 0 0			
30				17	10	8
16.10.42	37490	Do. ..	Addl. for coal	16	6	
27.10.42	38026	Do.	10 Tons Coal	16	15	10
28.10.42	7	Do.	Mr. Diamand Petty Expenses and Workmen Payment	10	0	0
Do.	8	S. Esubi	Transport firewood 9 trips ..	4	10	0
30.10.42	32	Cash	10 Tons Coal from Railway ..	16	15	10
3.11.42	5	Do.	Wages of workmen for October ..	76	14	0
Do.	6	Mr. Diamand ..	Salary for November	15	0	0
10.11.42	8	A. Dina	Personal a/c of Mr. Diamand ..	2	10	0
40 14.11.42	9	Messrs. John Walkden & Co.	34 Asbestos Sheets	15	14	6
19.11.42	38040	Cash	Mr. Diamand .. £2 0 0			
			Transport firewood .. 10 0			
			Bricklayer 1 5 0			
			Firewood and Trans- port 5 5 0			
				9	0	0
			Carried forward ..	3,270	1	9

Exhibits.
A.M.3.
Statement
of
Expendi-
ture,
continued.

Date	Cheque Number	Drawor	Particulars	Amount
				£ s. d.
Brought forward ..				3,270 1 9
21.11.42	1	Cash	Bal. a/c Mr. Diamand's Salary £15 0 0 Transport Asbestos .. 10 0 Lime and Resin .. 14 2 Bricklayer 5 0	16 10 0 10
1.12.43	2	Mr. Diamand ..	Salary December	30 0 0
2.12.43	3	Mr. A. Dina ..	Personal a/c of Mr. Diamand ..	2 10 0
2.12.43	4	Cash	Salaries and Wages	76 8 0
3.12.43	6	Do.	Driver £1 10s., Watchman £1 2s. 4d. Labourers 6s.	2 18 4
9.12.43	7	Do.	28 Gals. Petrol at 3s. per Gal. £4 4 0 Engine Oil 8 11 Grease 2 0	4 15 0 20
Do.	8	Do.	Bal. Wages for November 1942 ..	4 17 8
11.12.43	9	Do.	3 Trips Firewood 30s., Nails, &c., 10s.	2 0 0
16.12.43	50	Do.	Firewood and transport £6 7 0 Wages Saturday 19.12.43 1 0 0 Enamel Basins .. 7 10 0 Mr. Diamand and Petty expenses .. 5 13 0	20 0 0 30
22.12.43	38726	Do.	Adv. Mr. Diamand .. £10 0 6 Water Rate 34 Moloney 8 10 6	18 11 0
23.12.43	7	Arab Transport ..	Transport of Udi Coal during October—November	26 5 0
24.12.43	8	Cash	Advance Mr. Diamand	10 0 0
28.12.43	9	Do.	Lead Wool	34 10 0
31.12.43	30	Do.	20 Tons Coal	33 11 8
Do.	1	Mr. Diamand ..	Salary—January	30 0 0 40
4.1.43	38732	Cash	Wages—Salaries (Dec. 1942) ..	46 17 10
6.1.43	3	Do.	Lease Land Bungalow £13 0 0 Driver 1 10 0 Petrol 5 10 0	20 0 0
8.1.43	4	Mr. A. Dina ..	A/c Mr. Diamand	2 10 0
Carried forward ..				3,652 6 3

							<i>Exhibits.</i>		
Date	Cheque Number	Drawer	Particulars	Amount			AM.3. Statement of Expendi- ture, <i>continued.</i>		
							£	s.	d.
				Brought forward ..	3,652	6	3		
13. 1.43	5	Cash	Sanni Carpenter, Wood for pipes at Beach £0 15 0						
			Sanni Carpenter wag. St. Saturday 9.1.43 1 0 0						
10			Blacksmith for st. Engine 5 0						
			Mechanic for pipe .. 3 0 0						
			Labourers 4 10 0						
					9	10	1		
18. 1.43	6	Do.	Mr. Diamand Personal a/c ..		15	0	0		
Do.	7	Do.	20 Tons Coal		33	11	8		
Do.	8	Do.	Transport firewood beach to factory		3	18	9		
19. 1.43	9	Do.	Labourers' Wages .. £0 15 11						
			Ofun sticks 15 0						
20			Watchman 10 6						
			Kerosene Tins 7 6						
					2	10	0		
21. 1.43	40	Do.	Bricklayer's Wages for 10 days ..		1	0	0		
22. 1.43	1	Do.	20 tons coal £33 11s. 8d.						
				Mr. Diamand Petty Expenses—					
			Labourers, &c., £5		38	11	8		
Do.	2	Sec. L.T.C. ..	Licence L8013		9	0	0		
Do.	3	Cash	32 Gallons Petrol		4	16	0		
27. 1.43	5	Do.	20 Tons Coal		33	11	8		
30	6	Do.	Carpenter's wages, &c.		3	10	0		
28. 1.43	7	Mr. Okikiola ..	Rent—Land at Victoria Beach ..		6	0	0		
1. 2.43	8	Mr. Diamand ..	Salary for February		30	0	0		
2. 2.43	9	Cash	Wages and salaries		80	10	10		
Do.	50	Mr. A. A. Dina ..	c/o Mr. Diamand		2	10	0		
3. 2.43	49351	N. Charcoal Co. ..	Firewood—25 Tons at 18s. a ton		22	10	0		
Do.	2	Cash	20 Tons Coal		33	11	8		
5. 2.43	3	Staveley	P/P Salary for Feb.		2	10	0		
8. 2.43	4	Cash	20 Tons Coal		33	11	8		
Do.	5	The P.M.G. ..	Annual Rent P.O. Box		2	0	0		
40	10. 2.43	6	Cash	Petrol—12 Galls. .. £4 16 0					
			Sanni 1 0 0						
					5	16	0		
12. 2.43	7	Do.	20 Tons Coal		33	11	8		
17. 2.43	8	Do.	Driver—Ben Rubben 15 dys. at 4s. 4d.		3	5	0		
18. 2.43	9	Do.	Petrol 32 Galls. .. £4 16 0						
			Fan Belt 1 0 0						
					5	16	0		
				Carried forward ..	4,068	18	11		

Exhibits.
 AM.3.
 Statement
 of
 Expendi-
 ture,
continued.

Date	Cheque Number	Drawer	Particulars	Amount
				£ s. d.
Brought forward ..				4,068 18 11
20. 2.43	61	Mr. Arab	Transport 120 Tons Coal	37 10 0
22. 2.43	2	Cash	Petrol—16 Galls. .. £2 8 0	
			Coal—20 Tons .. 33 11 8	
				35 19 8
1. 3.43	3	Do.	Cement—10 Bags .. £3 15 0	
			Lead Wool 14 11 6	
				18 6 8
3. 3.43	4	Do.	Wages and Salaries	87 17 4
	5	Mr. Diamand	Salary (March)	30 0 0
	6	Cash	Coal—20 Tons	33 11 8
6. 3.43	7	Do.	Iron Brackets	1 10 0
8. 3.43	8	Do.	Sanni Carpenter .. £1 0 0	
			Ofun Sticks 5 0	
				1 5 0
9. 3.43	9	Rogba/B	50 Brackets and Bolts (25) ..	5 0 0
	70	Mr. Diamand	Mr. Diamand	20 0 0
	1	Mr. A Dina	A/c Mr. Diamand	2 10 0
10. 3.43	2	Cash	Coal—20 Tons	33 11 8
16. 3.43			Coal—20 Tons	33 11 8
			Carpenter's wages Sat. 13.3.43 ..	1 0 0
			Advance Mr. Diamand	1 0 0
			Do.	5 0 0
20. 3.43			Rogba—Blacksmith for Brackets and Bolts	2 0 0
23. 3.43			Do.	2 12 6
24. 3.43			Carpenter's Wages for Sat. 13.3.43	1 0 0
26. 3.43			Sanni Carpenter for Kerosene Tins	9 0
			” ” for removal of pipe from sea front	2 0 0
30. 3.43			Carpenter's Wages Sat. 27.3.43 ..	1 0 0
3. 4.43			Mr. Diamand's Salary Apr. ..	30 0 0
			Workmen Wages mth. ending 31.3.43	60 10 7
			Sanni Carpenter Sat. 3.4.43 ..	1 0 0
10. 4.43			Labourers Cleaning up	18 9
			Discharged Watchman	17 4
			Carpenter's Wages Sat. 10.4.43 ..	1 0 0
			Mr. Diamand Exp. in connection with partnership agreement ..	2 10 0
			Mr. Diamand to Aminu, &c. ..	2 0 0
			Carpenter's Wages 17.4.43 ..	1 0 0
3. 5.43		Do. 21.4.43 ..		1 0 0
		Do. 1.5.43 ..		1 0 0
Carried forward ..				4,527 10 9

					<i>Exhibits.</i>	
Date	Cheque Number	Drawer	Particulars	Amount		AM.3. Statement of Expendi- ture, <i>continued.</i>
				£	s.	d.
			Brought forward ..	4,527	10	9
25. 5. 43			Expenses in connection with			
			passport and Telegram	10	0	0
			Watchman's Wages	2	5	0
			Kerosene	2	0	
			Mr. Diamand's Salary	30	0	0
10			Carpenter's Wages 8.5.43 ..	1	0	0
			Do. 15.5.43 ..	1	0	0
			Do. 22.5.43 ..	1	13	0
26. 5. 43			Passage Fare to Plymouth ..	42	10	0
			Bank Draft on London	100	0	0
			Commission		8	6
27. 5. 43			Hotel Bill up to 26.6.43	17	0	0
			Cash on hand (all from passbook 2036)	25	0	0
8. 1. 44			Chief Oniru Year's Rent L944 ..	25	0	0
20			Sanni Caretaker Paid for recovery pipe from the sea		5	0
21. 2. 44			Sanni Caretaker paid for clearing grass		10	0
22. 2. 44			Do.	1	5	0
14. 3. 44			A/c Comr. Lands Lease land V/Beach	1	0	0
21. 3. 44			Lands Dept. Rent Victoria Beach	1	1	0
21. 6. 44			Sanni Caretaker Wages	5	0	0
7. 44			Arabs Transport Coal	50	0	0
30 8. 8. 44			Sanni Carpenter Wages	3	0	0
12. 8. 44			Do.	2	0	0
1945			A/c U.A.C. M. & I. Dept. State- ment 535	7	15	11
Jan. 6			Marine Dept. Cost of stores supplied	22	13	6
			Nig. Railway refund of under- payment for coal	11	1	5
				£4,899	8	7
40				£4,899	8	7

*Exhibits.***Exhibit AM.4.****LETTER C. K. Folami to Commissioner of Lands.**

AM.4.
Letter from
C. K.
Folami to
Commissioner of
Lands,
undated.

C. K. FOLAMI
Valuer & Estate Agent.

Tel. Address :—
Erinfolami, Lagos.
The Commissioner of Lands,
Land and Survey Department,
Lagos.

18, Shitta Street,
P.O. Box 799.

Sir,

**Acquisition of Dr. Maja's Salt Factory
at Victoria Beach.**

10

Forwarded herewith is a valuation list of the above factory which was acquired under Notice No. 600 of 13th May, 1944.

2. My client's claim is £5,000 as attached, the amount does not include cost of all pipes, bends, fitting and machine, valuation list of which will be submitted in due course.

3. Without any difficulty you will clearly see how this figure is arrived at, with the exception of Basin " B " which was constructed with concrete blocks all others were constructed with bricks and rendered with good Portland cement. The foundations and the floors of all the Basins including the open space for machine were made with granite stones for the purpose of durability and to withstand the drawing and evaporating the sea water during the operation ; the walls are supported in addition with buttresses 2' 6" wide at a distance of 5' 6" apart in and out right round the whole constructions. 20

4. You will no doubt appreciate that my client's claim is very reasonable.

While thanking you for an early reply,

I remain,

30

Yours faithfully,

(Sgd.) C. K. FOLAMI.

A = 4488 x 5 = 22,440 sq. feet 1/8 per sq. foot	=	£1870	0	0
B = 10,200 sq. feet @ 2/-	=	1020	0	0
C = 3,088 " 1/-		154	0	0
D = 4,207 " 1/8		350	11	8
E = 11,534 " 2/-		1153	8	0
F = 6,174 " 1/3		385	17	6
11 Brick Ovens @ £5 each		55	0	0
1 Concrete Well		10	0	0
				40
		£4999	15	2
Say total ..		£5000	0	0

Exhibit AM.7.**LETTER from Deputy Director of Supplies to Mr. Diamantopulos.**

No. 36191/S.132/14.

26th May, 1943.

Sir,

Further to my letter No. 36191/S.132/4 of 26th April, I have the honour to inform you that the feasibility of your scheme for increased salt production has been fully investigated and is considered impossible. I regret therefore that import licences for the plant requested cannot be
10 considered.

I have the honour to be,

Sir,

Your obedient Servant,

(Sgd.) D. C. W. MONTGOMERY,
for Deputy Director of Supplies.

Mr. N. Diamantopulos,
C/o. Diamand & Company,
No. 2 Garber Square,
P.O. Box 582,
Lagos.

20

Exhibits.

AM. 7.

Letter from
Deputy
Director
of Supplies
to Mr.
Diamanto-
pulos, 26th
May 1943.**Exhibit AM.8.****LETTER from Allied National Corporation Ltd. to Dr. Maja with copy of Laboratory Report.**

ALLIED NATIONAL CORPORATION LTD.,
72-74, Victoria Street, Westminster,
London, S.W.1.

29th June, 1944.

Please quote our Ref. 504.

Dr. Maja,
1, South Villas,
Camden Square,
N.W.1.

30

AM.8.

Letter from
Allied
National
Corporation
Ltd. to
Dr. Maja
with copy
of
Laboratory
Report,
29th
June 1944.

Dear Sir,

Salt Evaporation Plant for Nigeria.

We have just received from Messrs. George Scott & Sons Laboratory Report giving result of Analysis of samples of sea water and coal which your firm sent us in connection with above. We enclose a copy of the Report for your information.

The result of the Analysis shows a considerable content of Sodium Chloride and given the type of Machinery for which you are now
40 negotiating, we are of the opinion that the venture would prove profitable.

Messrs. Scott now promise to let us have something definite in the near future but in the meantime you might care to discuss the whole matter with them direct. Their Office is in Victoria Street, and if you will give us a date convenient to you, we will be pleased to arrange a meeting.

Exhibits.

AM.8.
Letter from
Allied
National
Corporation
Ltd. to
Dr. Maja
with copy
of
Laboratory
Report,
29th June
1944,
continued.

We regret the delays which have occurred in our being able to let you have definite proposals in this matter, but these are entirely due to existing war conditions and are unavoidable.

Yours faithfully,
ALLIED NATIONAL CORPORATION LTD.

(Sgd.) ?
Engineering Department.

COPY.

LABORATORY REPORT.

SCOTT'S,

Niobate Works,

109, Blundell Street,

London, N.7.

10

SALT EVAPORATION PLANT FOR NIGERIA.

Allied National Corporation Limited.

We have now completed the analysis on the sample of brine received and also examined the sample of native coal.

Sea Water. One gallon of the water was received in four ink bottles, the result being that the water was slightly tinted red.

Three bottles of the water were used for our analysis, leaving one for future reference. The analysis was carried to the procedure as laid down by Mahin, and all weights given are calculated in 100 C.C. 20

Density of Sea Water ..	1.0260 Sp. G.		
Silicious Matter (silica)	0.0350 grms.		
Aluminium and Iron Oxides	0.0062 "		
Magnesium Carbonate	0.0087 "		
Magnesium Sulphate	0.3670 "		
Magnesium Chloride	0.2284 "		
Calcium Chloride	0.1274 "		
Sodium Chloride	2.9320 "		30
Loss on ignition (organics)	0.1683 "		
Total solids at 130°C.	3.8600 "		

The water was carefully examined for H₂S and sulphides and also Iodine and Bromine, but all the tests were negative. The water did not smell of any sign of unpleasantness.

COAL. The coal as received was of a very slaty colour.

Ash	10.50 %		
Volatiles (including moisture) ..	42.90 %		
Fixed Carbon	46.60 %		40
Calorific value	11.700 B Th. Us.		
	(three tests)		

(Sgd.) H. A. S. SANDERS.

Exhibit AM.9.

CABLE from Mr. Pearce to Dr. Maja.

CABLE WIRELESS

C & W Ltd

29 May 44

Central Station.

Exhibits.

AM.9.

Cable from
Mr. Pearce
to
Dr. Maja,
29th
May 1944.

FDLWA132/BH Lagos 49 26 FIL=

NLT Maja South Villas Camden Square Ldn. House and land with factory at Beach required by Government Notice of claims expires six weeks possession probably six months Must stop further arrangement salt factory Stop import licence number 3573 for L 500 obtain ladies hats socks palm beaches Letter follows=Pearce.

3573 500.

Exhibit AM.10.

LETTER from Commissioner of Lands to Dr. Maja.

No. 04268(5)/48.

Land and Survey Department,
Lagos.

28th January, 1946.

AM. 10.
Letter from
Commis-
sioners of
Lands to
Dr. Maja,
28th
January
1946.

20 Sir,

Salt Works Victoria Beach.

With reference to your claim for compensation in respect of the buildings, salt pans etc erected by you on the land held under a lease dated 21 November 1941 and registered as No. 72/72/Vol. 560 I have the honour to offer you the sum of £440 as compensation in full discharge of your claim.

2. I may add that as the salt works were not productive at the date of acquisition the value of the improvements has been assessed as reclaimed building material to which value has been added 10% for early and amicable settlement.

3. In the event of your not accepting the above offer the matter will be referred to the Supreme Court under Section 10 of the Public Lands Acquisition Ordinance Cap. 88 and the Court will be informed that the Government assess the compensation at £400.

I have the honour to be,

Sir,

Your obedient Servant,

(Sgd.) W. B.

for Commissioner of Lands.

40 Dr. Akinola Maja,
2, Garber Square,
Lagos.

Exhibits.

Exhibit AM.11.

LETTER from C. K. Folami to Commissioner of Lands.

AM.11.

Letter from
C. K.
Folami to
Commissioner of
Lands
(Statement
accompany-
ing not
printed
again—
see AM.3)
22nd
August
1945.

C. K. FOLAMI

Valuer & Estate Agent.

18, Shitta Street,

P.O. Box 799

Lagos Nigeria.

22nd August, 1945.

Tele. Address :—
Erinfolami,
Lagos,

The Commissioner of Lands
Land & Survey Department,
Lagos.

10

Sir,

Acquisition of Dr. Maja's Salt
Factory at Victoria Beach.

With further reference to paragraph 2 of my letter of 23rd July, 1945, I submit herewith statement of expenditure for other items in connection with the subject mentioned above.

2. My client's claim as shown on the attached list £4,899.8.7d ; this amount includes claim for :—

(A) Expenses incurred in establishing experimental salt producing factory, which, owing to the acquisition of the site its final experimental stage was not reached. 20

(B) Breach of contract on the following agreements for leases of land at Victoria Beach and expenses incurred for preparation of same.

Dr. Maja and Chief Oniru

-do- and Commissioner of Land

-do- -do- -do-

(C) Cost of all engines, pipes, bends, fittings etc. installed at the factory. 30

3. You will see on the attached statement that my client's claims are supported in almost every case with receipts obtained at the time when the negotiations were made.

4. I shall be thankful if you will give this claim together with the previous one for constructions of concrete basins, ovens, shed etc., submitted with my letter referred to in paragraph 1 above, your attention and early settlement of the claims.

I remains,

Yours faithfully,

(Sgd.) C. K. FOLAMI 40

NOTE.—The Statement of Expenditure accompanying this letter is not printed again, as it is a copy of Exhibit AM.3.
