REGISTRAR

MEMORANDUM TO BE SUBSCRIBED ON THE WRIT

N.B: This Writ is to be served within three calendar months from the date of issuance thereof or if renewed, within three calendar months from the date of the last renewal, including the day of such date, and not afterwards.

The Defendants may enter appearance personally or by Legal Practitioner either by handing in the appropriate Forms, duly completed at the Registry of the High Court of Niger State in which the action is brought or by sending them to the Registry by registered post.

ENDORSEMENT FOR SERVICE OUTSIDE JURISDICTION

This Writ of Summons is to be served outside the jurisdiction of this Honourable Court, namely at: Mainstream Energy Solutions Limited, 6 Yedseram Street, Off IBB Way, Maitama, FCT-Abuja, Nigeria.

ENDORSEMENT TO BE MADE ON THE WRIT BEFORE ISSUE THEREOF:

The Plaintiffs claims against the Defendant as follows:

i. A Declaration by this Honourable Court that the Defendant's act of discharging excessive volumes of water without prior adequate warning or the implementation of necessary mitigation measures constitutes gross negligence and recklessness, resulting in a violation of the Plaintiffs' fundamental right to livelihood.

ii. An Order directing the Defendant to implement effective mitigation measures, including the construction of adequate drainage systems and early warning mechanisms, to prevent future occurrences of uncontrolled water discharge and its resulting harm to the Plaintiffs.

iii. An Order granting an injunction restraining the Defendant, whether by themselves, their agents, or any other persons acting on their behalf, from further discharging excessive volumes of water without adequate warning and mitigation measures, to prevent future harm to the Plaintiffs and protect their fundamental rights and interests.

iv. An Order directing the Defendant to pay full compensation to the Plaintiffs for the losses suffered as a direct result of the Defendant's negligent discharge of excessive volumes of water, including but not limited to damages for destruction of property, loss of livelihood, emotional distress, and any consequential financial hardship.

v. An Order directing the Defendant to pay the Plaintiffs the sum of ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only as compensation for the losses suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses as a direct consequence of the Defendant's negligent discharge of excessive volumes of water which occasioned the damages and losses to the Plaintiffs.

vi. An Order directing the Defendant to pay the Plaintiffs general damages in the sum of Two Billion Naira (₦2,000,000,000.00) for the hardship, inconvenience, and suffering endured as a result of the Defendant's negligent discharge of excessive volumes of water, which caused extensive damage to property, disruption of livelihood, and emotional distress.

vii. An Order directing the Defendant to pay exemplary damages to the Plaintiffs as a punitive measure for the Defendant's reckless and grossly negligent discharge of excessive volumes of water, which resulted in severe harm to the Plaintiffs, including destruction of property, loss of livelihood, and emotional distress. This award is necessary to deter future misconduct and uphold the principles of justice and accountability.

viii. An Order directing the Defendant to reimburse the Plaintiffs for all reasonable legal costs of Two Hundred Million Naira (₦200,000,000.00) incurred in the prosecution of this matter, including attorney fees, filing fees, expert witness expenses, and any other litigation-related costs necessary to secure justice.

ix. 5% post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.

x. Any other relief to which the Plaintiffs may be found entitled by the Honourable Court.

DATED THIS..... DAY OF 2026

This writ was issued by **Dayo G. Ashonibare, Esq Notary Public (Signed)** ..... whose address for service is **Block 15D Salis Court Phase II Efire Ileogun Street Gwarinpa II Abuja FCT**, Legal Practitioner for the Plaintiff whose address is **Block 15D Salis Court Phase II Efire Ileogun Street Gwarinpa** resides within the jurisdiction of this Honourable Court.

Endorsement to be made on copy of writ of summons after Service

This Writ was served by me.....at .....on the Defendants .....on the.....day of.....2026.

SIGNED.....

ADDRESS .....

NIGERIAN BAR ASSOCIATION NBA DAYO GODWIN ASHONIBARE SCN090228 N° FS196841 Valid Till March 2027

✓ Dr. Dayo G. Ashonibare, Esq (Notary Public)
Ene Ashonibare, Esq
Simiat Suleiman, Esq
J.O Ibrahim, Esq
Iyanuoluwa Idowu, Esq
Plaintiff's Counsel
Levite Solicitors & Arbitrators
Block 15D Salis Court, Efire Ileogun Street
(Around Airport Junction) Gwarimpa
FCT-Abuja
08033661414
levitesolicitors@gmail.com
hello@levitesolicitors.com

FOR SERVICE ON THE DEFENDANT:

MAINSTREAM ENERGY SOLUTIONS LIMITED
6 Yedseram Street, Off IBB Way,
Maitama FCT-Abuja

₦6,100,000

HIGH COURT OF JUSTICE LITIGATION OFFICE ASSESSES DATE 30/04/2026 MINNA, NIGER STATE

1006356558
30/04/2026

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

AMENDED STATEMENT OF CLAIM

1. The 1st Plaintiff is a community leader and native of Guzan Community under Mokwa Local Government of Niger State and within Jurisdiction of this Honourable Court. The 1st Plaintiff has the consent and approval of the members of Guzan Community under edati I ocal Government of Niger State to bring this suit on their behalf.
2. The 2nd Plaintiff is a community leader and native of Wuchi Community under Mokwa Local Government of Niger State and within Jurisdiction of this Honourable Court. 2nd Plaintiff has the consent and approval of the members of Wuchi Community under Mokwa Local Government of Niger State to bring this suit on their behalf.
3. The Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.
4. The Plaintiffs have been mandated and given consent to institute this action on behalf of all farmers and community members affected by the unannounced release of water, severe flooding ensued. causing extensive

destruction to farmlands, homes, and other properties within the Wuchi and Guzan communities respectively.

5. The Plaintiffs are indigenous dry-season farmers whose livelihoods depend on the uninterrupted cultivation and harvesting of crops within their communities.
6. The plaintiffs avers that for generations, they have engaged in farming activities without incident, relying on predictable seasonal changes and historical water release patterns from the dam operated by the Defendant. Their communities have successfully coexisted with the dam's operations, as prior releases were adequately managed with proper notification and mitigation strategies.
7. The Plaintiffs avers that, given the operation of the dam within their communities, they have, over the years, adopted dry season farming as a means of sustaining their livelihood and have consistently engaged in such agricultural activities.
8. The plaintiff avers that to their greatest shock in the first and last weeks of January 2025, the Defendant suddenly discharged large volumes of water from its dam into the Plaintiff's communities without sufficient advance warning.
9. That as a direct consequence of the Defendant's unannounced release of water, severe flooding ensued, causing extensive destruction to farmlands, homes, and other properties within the affected communities. The Plaintiffs, having been denied the opportunity to take precautionary measures, suffered unexpected devastation, resulting in significant financial hardship and a severe disruption of their agricultural activities.
10. The Plaintiff further states that while the affected communities were still recovering from the January flood incident, the Defendant proceeded to release yet another significant volume of water on **April 15, 2025**, once again without providing any prior notice or implementing adequate mitigation measures. At this time, the Plaintiff were on the verge of harvesting their crops an essential period in their agricultural cycle.
11. The unanticipated release of water resulted in widespread devastation, submerging farmlands and rendering entire harvests unsalvageable. As a consequence, the Plaintiffs' incurred substantial financial losses due to the destruction of their crops, farming equipment, and structures, with damages in Guzan and Wuchi communities is estimated at over ₦5.150,000,000.00

(Five Billion One Hundred and Fifty Million Naira) only as assessed by the valuation of the destruction occasioned in their communities.

12. The Plaintiffs state that had the Defendant exercised due diligence by issuing proper warnings and implementing necessary safeguards, they would have taken precautionary steps to protect their farmlands, harvests, and property. The Defendant's failure to adopt responsible operational practices directly resulted in significant hardship and economic distress within the Plaintiffs' communities.
13. The Plaintiffs avers that historically, water releases from the Defendant's dam have taken place in August, accompanied by proper public notification and engagement with stakeholders, including local authorities and farming communities.
14. This practice allowed the Plaintiffs to plan their agricultural activities accordingly. However, the Defendant's actions in January and April 2025 deviated from this established approach, demonstrating a lack of regard for the welfare of the affected communities.
15. That an evaluation of the items lost as a result of the floods was conducted, based on direct complaints received from affected individuals, followed by a comprehensive assessment and valuation of the damages suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses incurred prepared consultants in the two communities is estimated at over ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only. **The Assessment and Evaluation report and Survey report is hereby pleaded and would be relied upon in the trial of this suit.**
16. The Plaintiffs aver that multiple efforts were made to obtain compensation from the Defendant for the affected members of the communities; however, all such attempts proved unsuccessful.
17. The Plaintiff states that, in light of the Defendant's failure to respond, the plaintiff engaged the services of Messrs. Levite Solicitors & Arbitrators to formally request compensation on their behalf. **The letter of instruction is hereby pleaded and shall be relied upon during the trial of this suit.**
18. That pursuant to the instruction, our lawyers Messer Levite Solicitors & Arbitrators wrote the Defendant on behalf of the communities to request for their intervention, assessment and compensation of all the affected farmers in the Communities. **A copy of the said letter is hereby pleaded and shall be relied upon during the trial of this suit. The Defendant is hereby put on notice to produce the original document.**

19. The Plaintiff states that, in response, the Defendant's solicitors issued a reply that was dismissive and devoid of empathy, admitting the release of the water, blamed the communities and attempts to justify the Defendant's actions rather than addressing the grievances raised by the Plaintiff's solicitors. **A copy of the said letter is hereby pleaded and shall be relied upon during the trial of this suit**
20. The Plaintiffs, through their solicitor, issued a further correspondence to the Defendant, reiterating their request for intervention and urging the Defendant to take meaningful steps to address the grievances arising from their actions. **A copy of the said acknowledgment letter is hereby pleaded and shall be relied upon during the trial of this suit**
21. The Plaintiffs avers that they are unable to imagine any plausible explanation as to why the Defendant has deliberately decided to treat their communities with utmost disregard and impunity.
22. The Plaintiffs avers that the Defendants' have no defence to its claims and it is not in doubt any more that unless the intervention of this Honourable Court is invoked, the Plaintiff would continue to suffer hardship, deprivation in the hands of the Defendants.
23. That the Plaintiffs shall found at the trial and rely on all the documents referred to hereinbefore and the Defendant is given NOTICE TO PRODUCE documents herein pleaded, the original of which is with them.
24. That the Plaintiff shall equally found on Certificate of Compliance of Electronic evidence relating to all printed email messages generated from Smart Phone and other electronic devices.
25. The Plaintiffs aver that, despite repeated attempts to resolve the matter amicably, the Defendant has refused to provide compensation for their actions, which constitute gross negligence and reckless disregard for the affected communities. As a result, the Plaintiffs have initiated this suit.
26. REASONS WHEREOF the Plaintiff is aggrieved and hereby claims against the Defendant as follows:

    i. A Declaration by this Honourable Court that the Defendant's act of discharging excessive volumes of water without prior adequate warning or the implementation of necessary mitigation measures constitutes gross negligence and recklessness, resulting in a violation of the Plaintiffs' fundamental right to livelihood.

    ii. An Order directing the Defendant to implement effective mitigation measures, including the construction of adequate drainage systems

and early warning mechanisms, to prevent future occurrences of uncontrolled water discharge and its resulting harm to the Plaintiffs.

iii. An Order granting an injunction restraining the Defendant, whether by themselves, their agents, or any other persons acting on their behalf, from further discharging excessive volumes of water without adequate warning and mitigation measures, to prevent future harm to the Plaintiffs and protect their fundamental rights and interests.

iv. An Order directing the Defendant to pay full compensation to the Plaintiffs for the losses suffered as a direct result of the Defendant's negligent discharge of excessive volumes of water, including but not limited to damages for destruction of property, loss of livelihood, emotional distress, and any consequential financial hardship.

v. An Order directing the Defendant to pay the Plaintiffs the sum of N5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only as compensation for the losses suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses as a direct consequence of the Defendant's negligent discharge of excessive volumes of water which occasioned the damages and losses to the Plaintiffs.

vi. An Order directing the Defendant to pay the Plaintiffs general damages in the sum of Two Billion Naira (₦2,000,000,000.00) for the hardship, inconvenience, and suffering endured as a result of the Defendant's negligent discharge of excessive volumes of water, which caused extensive damage to property, disruption of livelihood, and emotional distress.

vii. An Order directing the Defendant to pay exemplary damages to the Plaintiffs as a punitive measure for the Defendant's reckless and grossly negligent discharge of excessive volumes of water, which resulted in severe harm to the Plaintiffs, including destruction of property, loss of livelihood, and emotional distress. This award is necessary to deter future misconduct and uphold the principles of justice and accountability.

viii. An Order directing the Defendant to reimburse the Plaintiffs for all reasonable legal costs of Two Hundred Million Naira

(₦200,000,000.00) incurred in the prosecution of this matter, including attorney fees, filing fees, expert witness expenses, and any other litigation-related costs necessary to secure justice.

ix. 5% post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.

x. Any other relief to which the Plaintiffs' may be found entitled by the Honourable Court.

Dated this 15 day of April 2026

✓ Dr. Dayo G. Ashonibare, Esq (Notary Public)
Ene Ashonibare, Esq
Simiat Suleiman, Esq
J.O Ibrahim, Esq
Iyanuoluwa Idowu, Esq
Plaintiff's Counsel
Levite Solicitors & Arbitrators
Block 15D Salis Court, Efire Ileogun Street
(Around Airport Junction) Gwarimpa
FCT-Abuja
08033661414
levitesolicitors@gmail.com
hello@levitesolicitors.com

FOR SERVICE ON:
THE DEFENDANT
MAINSTREAM ENERGY SOLUTIONS LIMITED
6 Yedseram Street, Off IBB Way,
Maitama FCT-Abuja

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

PLAINTIFF'S LIST OF WITNESSES

1. Abubakar Mohammed Maigada PW 2
2. Muhammad Kudu PW2
3. Muhammad Manko
4. Alhassan Mohammed PW 3
5. Abubakar Mohammed
6. Isa Idris
7. Jibril Nakodi PW 6
8. ESV Dada Azhi Aaron PW 1
9. Tanko Pada Paiko PW4

And any other witness(s) that may be necessary in the course of trial including witnesses testifying on subpoena.

DATED THIS.....OF ....., 2026.

✓ Dr. Dayo G. Ashonibare, Esq (Notary Public)
Ene Ashonibare, Esq
Simiat Suleiman. Esq

J.O Ibrahim, Esq
Iyanuoluwa Idowu, Esq
Plaintiff's Counsel
Levite Solicitors & Arbitrators
Block 15D Salis Court, Efire Ileogun Street
(Around Airport Junction) Gwarimpa
FCT-Abuja
08033661414
levitesolicitors@gmail.com
hello@levitesolicitors.com

FOR SERVICE ON THE DEFENDANT:

MAINSTREAM ENERGY SOLUTIONS LIMITED
6 Yedseram Street, Off IBB Way,
Maitama FCT-Abuja

PW 1

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

WITNESS STATEMENT ON OATH ABUBAKAR MOHAMMED MAIGADA

I, **Abubakar Mohammed Maigada,** Male, Adult, Nigerian citizen of Guzan Community of Edati Local Government area Local Government Area of Niger State, do hereby make oath and state as follows:

1. That I am the 1st Plaintiff in this suit and I have the consent and authority of the members of the Guzan Communities to depose to this statement and to institute this action on their behalf.
2. That I am a dry-season farmer and community leader directly affected by the release of water from the River Niger Dam by virtue of the fact of which I am conversant with the facts of this case.
3. That the Defendant is a limited liability company operate the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.

4. That for generations, my community and the adjoining communities like the Wuchi Community of Edati Local Government of Niger State have engaged in uninterrupted dry-season farming, relying on the predictable release patterns from the dam operated by the Defendant.

5. That my farmland and others, where we cultivated with rice and other crops, was completely submerged, resulting in total crop failure and the loss of irrigation tools and produce stored in nearby sheds

6. That my community and that of the wuchi community have successfully coexisted with the dam's operations, as prior releases were adequately managed with proper notification and mitigation strategies.

7. That prior releases have always been in the month of August accompanied with proper notice and in consultation with stakeholders, allowing farmers to make preparations which is the reason why our communities solely depend on dry season farming.

8. That in January 2025, the Defendant suddenly and without prior warning discharged large volumes of water, which led to severe flooding across the communities, destroying farms, equipment, homes, and displacing several families.

9. That while we were still recovering from the devastation of January, the Defendant again released more water on April 15, 2025, without any public notice, just at the verge of harvest, compounding our losses. **The pictures and videos of the devastating destruction is here by attached as Exhibit B series**

10. That had the Defendant exercised due diligence by issuing proper warnings and implementing necessary safeguards, we would have taken precautionary steps to protect their farmlands, harvests, and property.

11. That as result of the Defendant's failure to adopt responsible operational practices directly resulted in significant hardship and economic distress within the Guzan and Wuchi Communities all of Niger State

12. That an evaluation of the items lost as a result of the floods was conducted, based on direct complaints received from affected individuals, followed by a comprehensive assessment and valuation of the damages suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses incurred prepared by consultants in

the two communities is estimated at over ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only. **The Assessment and Evaluation report and Survey report is hereby attached as Exhibit C**

13. That multiple efforts were made to engage and obtain compensation from the Defendant for the affected members of the communities; however, all such attempts proved unsuccessful.

14. That in the light of the Defendant's failure to respond to cry of our people, the two communities Guzan and Wuchi engaged the services of Messrs. Levite Solicitors & Arbitrators to formally request the intervention. assessment and compensation of all the affected farmers in the Communities. **The Solicitors Letter of instruction is here attached as Exhibit D.**

15. That pursuant to the instruction, our lawyers Messer Levite Solicitors & Arbitrators wrote the Defendant on behalf of the communities to request for their intervention, assessment and compensation of all the affected farmers in the Communities. **A copy of the acknowledgement letter of the letter is hereby attached as Exhibit E. The Defendant is hereby put on notice to produce the original document.**

16. That we were shocked that in response, the Defendant's solicitors issued a reply that was dismissive and devoid of empathy, admitting the release of the water and attempts to justify the Defendant's actions rather than addressing the grievances raised by our solicitors. **A copy of the said letter is hereby attached as Exhibit F**

17. We further instructed our solicitors to issue a further correspondence in response to the Defendant, reiterating our request for intervention and urging the Defendant to take meaningful steps to address the grievances arising from their actions. **A copy of the said acknowledgment letter is hereby attached as Exhibit G. The Defendant is hereby put on notice to produce the original document.**

18. We are unable to imagine any plausible explanation as to why the Defendant has deliberately decided to treat our communities with utmost disregard and impunity.

19. I know as of fact having being affected by the action of the Defendants alongside other members of my community that the Defendants' have no defence to our claims and it is not in doubt any more that unless the

intervention of this Honourable Court is invoked, we would continue to suffer hardship, deprivation in the hands of the Defendant.

20. I shall find at the trial and rely on all the documents referred to hereinbefore and the Defendant is given NOTICE TO PRODUCE documents herein pleaded, the original of which is with them.

21. That I shall equally found on Certificate of Compliance of Electronic evidence relating to all printed email messages generated from Smart Phone and other electronic devices.

22. I humbly pray the Honourable Court to grant the claims of the plaintiffs which we seek against the Defendant in our statement of claim as follows:

i. A Declaration by this Honourable Court that the Defendant's act of discharging excessive volumes of water without prior adequate warning or the implementation of necessary mitigation measures constitutes gross negligence and recklessness, resulting in a violation of the Plaintiffs' fundamental right to livelihood.

ii. An Order directing the Defendant to implement effective mitigation measures, including the construction of adequate drainage systems and early warning mechanisms, to prevent future occurrences of uncontrolled water discharge and its resulting harm to the Plaintiffs.

iii. An Order granting an injunction restraining the Defendant, whether by themselves, their agents, or any other persons acting on their behalf, from further discharging excessive volumes of water without adequate warning and mitigation measures, to prevent future harm to the Plaintiffs and protect their fundamental rights and interests.

iv. An Order directing the Defendant to pay full compensation to the Plaintiffs for the losses suffered as a direct result of the Defendant's negligent discharge of excessive volumes of water, including but not limited to damages for destruction of property, loss of livelihood, emotional distress, and any consequential financial hardship.

v. An Order directing the Defendant to pay the Plaintiffs the sum of ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only as compensation for the losses suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses as a direct

consequence of the Defendant's negligent discharge of excessive volumes of water which occasioned the damages and losses to the Plaintiffs.

vi. An Order directing the Defendant to pay the Plaintiffs general damages in the sum of Two Billion Naira (₦2,000,000,000) for the hardship, inconvenience, and suffering endured as a result of the Defendant's negligent discharge of excessive volumes of water, which caused extensive damage to property, disruption of livelihood, and emotional distress.

vii. An Order directing the Defendant to pay exemplary damages to the Plaintiffs as a punitive measure for the Defendant's reckless and grossly negligent discharge of excessive volumes of water, which resulted in severe harm to the Plaintiffs, including destruction of property, loss of livelihood, and emotional distress. This award is necessary to deter future misconduct and uphold the principles of justice and accountability.

viii. An Order directing the Defendant to reimburse the Plaintiffs for all reasonable legal costs of Two Hundred Million Naira (₦200,000,000.00) incurred in the prosecution of this matter, including attorney fees, filing fees, expert witness expenses, and any other litigation-related costs necessary to secure justice.

ix. 5% post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.

x. Any other relief to which the Plaintiffs' may be found entitled by the Honourable Court.

23. I solemnly swear to this affidavit on oath in good faith consciously believing same to be true and correct in accordance with the provisions of the Oath Act 2004.

A. M

Deponent

ILLITERATE JURAT

I..... of the High Court of Justice Complex, Minna, Niger State hereby make oath and state that the above content is the translated depositions of the witness and has been read and translated to him by me from English Language to Nupe/language over and over and he appears to have understood before he thumb printed/affixed a mark.

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE
MINNA, NIGER STATE
This 30th day of APRIL 2026

BEFORE ME

COMMISSIONER OF OATHS

PW 2

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....PLAINTIFFS

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH MUHAMMAD KUDU

I, **Muhammad Kudu, Male, Adult, Nigerian citizen** of Wuchi Community of Mokwa Local Government Area Local Government Area of Niger State, do hereby make oath and state as follows:

1. That I am the 2nd Plaintiff in this suit and I have the consent and authority of the members of the Wuchi Communities to depose to this statement and to institute this action on their behalf.
2. That I am a dry-season farmer and community leader directly affected by the release of water from the River Niger Dam by virtue of the fact of which I am conversant with the facts of this case.
3. That the Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.
4. That for generations, my community and the adjoining communities like the Guzan Community of Edati Local Government of Niger State have engaged

in uninterrupted dry-season farming, relying on the predictable release patterns from the dam operated by the Defendant.

5. That my farmland and others, where we cultivated with rice and other crops, was completely submerged, resulting in total crop failure and the loss of irrigation tools and produce stored in nearby sheds

6. That my community and that of the Guzan community have successfully coexisted with the dam's operations, as prior releases were adequately managed with proper notification and mitigation strategies.

7. That prior releases have always been in the month of August accompanied with proper notice and in consultation with stakeholders, allowing farmers to make preparations which is the reason why our communities solely depend on dry season farming.

8. That in January 2025, the Defendant suddenly and without prior warning discharged large volumes of water from kainji and Jebba, which led to severe flooding across the communities, destroying farms, equipment, homes, and displacing several families.

9. That while we were still recovering from the devastation of January, the Defendant again released more water on April 15, 2025, without any public notice, just at the verge of harvest, compounding our losses. **The pictures and videos of the devastating destruction is here by attached as Exhibit B series**

10. That had the Defendant exercised due diligence by issuing proper warnings and implementing necessary safeguards, we would have taken precautionary steps to protect their farmlands, harvests, and property.

11. That as result of the Defendant's failure to adopt responsible operational practices directly resulted in significant hardship and economic distress within the Guzan and Wuchi Communities all of Niger State.

12. That an evaluation of the items lost as a result of the floods was conducted, based on direct complaints received from affected individuals, followed by a comprehensive assessment and valuation of the damages suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses incurred prepared by a consultants in the two communities is estimated at over ₦5,150,000,000.00 (Five Billion

One Hundred and Fifty Million Naira) only. **The Assessment report is hereby attached as Exhibit C**

13. That multiple efforts were made to engage and obtain compensation from the Defendant for the affected members of the communities; however, all such attempts proved unsuccessful.

14. That in the light of the Defendant's failure to respond to cry of our people, the two communities Guzan and Wuchi jointly engaged the services of Messrs. Levite Solicitors & Arbitrators to formally request the intervention, assessment and compensation of all the affected farmers in the Communities. **The Letter of instruction is here attached as Exhibit D.**

15. That pursuant to the instruction, our lawyers Messer Levite Solicitors & Arbitrators wrote the Defendant on behalf of the communities to request for their intervention, assessment and compensation of all the affected farmers in the Communities. **A copy of the acknowledge copy of the letter is hereby attached as Exhibit E. The Defendant is hereby put on notice to produce the original document.**

16. That we were shocked that in response, the Defendant's solicitors issued a reply that was dismissive and devoid of empathy, admitting the release of the water and attempt to justify the Defendant's actions rather than addressing the grievances raised by our solicitors. **A copy of the said letter is hereby attached as Exhibit F**

17. We further instructed our solicitors to issue a further correspondence in response to the Defendant, reiterating our request for intervention and urging the Defendant to take meaningful steps to address the grievances arising from their actions. **A copy of the said acknowledgment letter is hereby attached as Exhibit G. The Defendant is hereby put on notice to produce the original document.**

18. We are unable to imagine any plausible explanation as to why the Defendant has deliberately decided to treat our communities with utmost disregard and impunity.

19. I know as of fact having being affected by the action of the Defendants alongside other members of my community that the Defendants' have no defence to our claims and it is not in doubt any more that unless the intervention of this Honourable Court is invoked, we would continue to suffer hardship, deprivation in the hands of the Defendant.

20.I shall find at the trial and rely on all the documents referred to hereinbefore and the Defendant is given NOTICE TO PRODUCE documents herein pleaded, the original of which is with them.

21.That I shall equally found on Certificate of Compliance of Electronic evidence relating to all printed email messages generated from Smart Phone and other electronic devices.

22.I humbly pray the Honourable Court to grant the claims of the plaintiffs which we seek against the Defendant in our statement of claim as follows:

i. A Declaration by this Honourable Court that the Defendant's act of discharging excessive volumes of water without prior adequate warning or the implementation of necessary mitigation measures constitutes gross negligence and recklessness, resulting in a violation of the Plaintiffs' fundamental right to livelihood.

ii. An Order directing the Defendant to implement effective mitigation measures, including the construction of adequate drainage systems and early warning mechanisms, to prevent future occurrences of uncontrolled water discharge and its resulting harm to the Plaintiffs.

iii. An Order granting an injunction restraining the Defendant, whether by themselves, their agents, or any other persons acting on their behalf, from further discharging excessive volumes of water without adequate warning and mitigation measures, to prevent future harm to the Plaintiffs and protect their fundamental rights and interests.

iv. An Order directing the Defendant to pay full compensation to the Plaintiffs for the losses suffered as a direct result of the Defendant's negligent discharge of excessive volumes of water, including but not limited to damages for destruction of property, loss of livelihood, emotional distress, and any consequential financial hardship.

v. An Order directing the Defendant to pay the Plaintiffs the sum of ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira) only as compensation for the losses suffered covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses as a direct consequence of the Defendant's negligent discharge of excessive

volumes of water which occasioned the damages and losses to the Plaintiffs.

vi. An Order directing the Defendant to pay the Plaintiffs general damages in the sum of Two Billion Naira (₦2,000,000,000) for the hardship, inconvenience, and suffering endured as a result of the Defendant's negligent discharge of excessive volumes of water, which caused extensive damage to property, disruption of livelihood, and emotional distress.

vii. An Order directing the Defendant to pay exemplary damages to the Plaintiffs as a punitive measure for the Defendant's reckless and grossly negligent discharge of excessive volumes of water, which resulted in severe harm to the Plaintiffs, including destruction of property, loss of livelihood, and emotional distress. This award is necessary to deter future misconduct and uphold the principles of justice and accountability.

viii. An Order directing the Defendant to reimburse the Plaintiffs for all reasonable legal costs of Two Hundred Million Naira (₦200,000,000.00) incurred in the prosecution of this matter, including attorney fees, filing fees, expert witness expenses, and any other litigation-related costs necessary to secure justice.

ix. 5%.post Judgment interest monthly on the entire Judgment sum from date of Judgment till final satisfaction of same.

x. Any other relief to which the Plaintiffs may be found entitled by the Honourable Court.

23.I solemnly swear to this affidavit on oath in good faith consciously believing same to be true and correct in accordance with the provisions of the Oath Act 2004.

Deponent

ILLITERATE JURAT

I.....of the High Court of Justice Complex, Minna. Niger State hereby make oath and state that the above content is the translated depositions of the witness and has been read and translated to him by me from English Language to Hausa Language over and over and he appears to have understood before he thumb printed.

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE MINNA, NIGER STATE

This 30th day of April 2026

BEFORE ME

COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf
   of Guzan Community)
2. **MUHAMMAD KUDU** ……**PLAINTIFFS**
   (For himself and on behalf
   of Wuchi Community)

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED……..DEFENDANT

WITNESS STATEMENT ON OATH MUHAMMAD KUDU

Ni Muhammad Kudu Babba, Baligi, dan Najeriya mazauna garin Wuchi da ke karamar hukumar Mokwa a jihar Neja, na yi rantsuwa da jaha kamar haka:

1. Cewa nine mai kara na 2 a wannan kara kuma ina da yarda da kuma ikon 'yan uwa na al'ummar Wuchi na watsi da wannan magana kuma in kafa wannan aiki a madadinsu.
2. Cewa ni manomin rani ne kuma shugaban al'umma kai tsaye wanda sakin ruwa daga kogin Neja ya shafa saboda guskiyar lamarin da nake magana da shi.
3. Cewa wanda ake tuhuma wani kamfani ne mai iyaka wanda ke gudanar da ayyukan samar da wutar lantarki ta Kainji da Jebba a kogin Neja a karkashin yarjejeniyar rangwame da gwamnatin tarayyar Najeriya.
4. Cewa al'ummata da sauran al'ummomin da ke makwabtaka da su kamar al'ummar Guzan na karamar hukumar Edati ta Jihar Neja sun yi noman rani ba tare da katsewa ba, bisa la'akari da tsarin da ake iya hangowa daga madatsar ruwan da wanda ake tuhuma ke yi.

5. Cewa gonakina da sauran su, inda muka noma shinkafa da sauran amfanin gona, sun nutse gaba daya, wanda ya haifar da gazawar amfanin gona gaba daya, da asarar kayayyakin noman noma da kayayyakin da aka ajiye a rumfuna da ke kusa.
6. Al'ummata da ta al`ummar Guzan sun yi nasarar zama tare da ayyukan dam, domin an gudanar da abubuwan da aka fitar da su yadda ya kamata tare da sanar da su yadda ya kamata.
7. Cewa a duk lokacin da aka sake fitar da su a cikin watan Agusta ne tare da sanarwa mai kyau tare da tuntuɓar masu ruwa da tsaki, ba da damar manoma su yi shirye-shirye wanda shine dalilin da ya sa al'ummominmu suka dogara ga noman rani kawai.

8. Cewa a cikin Janairu 2025, wanda ake tuhuma ba zato ba tsammani ba tare da wani gargadi ba, ya fitar da ruwa mai yawa kainji da jebba, wanda ya haifar da mummunar ambaliyar ruwa a cikin al'ummomin, da lalata gonaki, kayan aiki, gidaje, da kuma raba iyalai da dama.
9. Cewa a yayin da muke ci gaba da murmurewa daga barnar da aka yi a watan Janairu, wanda ake kara ya sake sakin ruwa a ranar 15 ga Afrilu, 2025, ba tare da an sanar da jama`a ba, a daidai lokacin da ake girbi, ya kara mana hasarar da muka yi. Hotuna da bidiyo na barnar da aka yi suna nan a hade su azaman jerin B
10. Idan da wanda ake tuhuma ya yi taka-tsan-tsan ta hanyar yin gargadin da ya dace da aiwatar da matakan kariya, da mun dauki matakan kariya don kare gonakinsu, girbi, da dukiyoyinsu.
11. Sakamakon gazawar wanda ake tuhuma ya yi aiki kai tsaye ya haifar da wahalhalu da tabarbarewar tattalin arziki a cikin al'ummar Guzan da Wuchi duk a jihar Neja.
12. An gudanar da tantance kayayyakin da aka yi hasarar sakamakon ambaliyar, bisa korafe-korafen da aka samu daga mutanen da abin ya shafa, sannan aka yi cikakken nazari tare da kimanta irin barnar da aka yi, da suka hada da asarar amfanin gona, lalata kayayyakin ban ruwa, da kayayyakin noma, da lalata gidaje, da kuma asarar tattalin arzikin da wani mashawarta suka shirya a cikin al'ummomin biyu ya haura sama da ₦50,000. Naira Miliyan Dari da Hamsin) kawai. Ana hada rahoton kimantawa a matsayin nunin C

13. An yi kokari da yawa don shiga tare da samun diyya daga wanda ake tuhuma ga wadanda abin ya shafa na al'ummomin; duk da haka, duk irin wannan yunkurin bai yi nasara ba.
14. Domin ganin wanda ake tuhuma ya kasa amsa kukan mutanenmu. al'ummar Guzan da Wuchi sun hada hannu da kungiyar Lauyoyin Lawi Lawaye da masu sasantawa don neman agaji, tantancewa da biyan diyya ga duk manoman da abin ya shafa a cikin Al'ummar. An makala wasikar koyarwa a nan azaman Nunin D.
15. Bisa ga umarnin, lauyoyinmu Messer Levite Solicitors & Arbitrators sun rubuta wa wanda ake tuhuma a madadin al'ummomi don neman su shiga, tantancewa da biyan diyya ga duk manoman da abin ya shafa a cikin Al'ummomin. Ana hade kwafin shaidar kwafin wasikar azaman Nunin E. Ana sa wa wanda ake tuhuma sanarwar don samar da ainihin takaddar.
16. Cewa mun yi mamakin yadda a mayar da martani, lauyoyin wanda ake tuhuma sun ba da amsa mai nuna rashin amincewa da rashin tausayi, amincewa da sakin ruwa da kokarin tabbatar da abin da wanda ake tuhuma ya aikata maimakon magance matsalolin da lauyanmu ya gabatar. Ana hade kwafin wasikar da aka fadi azaman Exhibit F
17. Mun kuma umurci lauyoyin mu da su sake buga wasiku don mayar da martani ga wanda ake tuhuma, tare da sake jaddada bukatar mu na neman shiga tsakani tare da rokon wanda ake kara da ya dauki matakai masu ma'ana don magance korafe-korafen da suka taso daga ayyukansu. Ana hade kwafin wannan wasikar amincewa kamar yadda Exhibit G. Ana sa ran wanda ake tuhuma ya fito da ainihin takardar.
18. Ba za mu iya yin tunanin wani bayani mai ma'ana ba game da dalilin da ya sa wanda ake tuhuma ya yanke shawarar da gangan don mu'amala da al'ummominmu da rashin kulawa da rashin kulawa.
19. Na san a hakikanin gaskiya abin da wadanda ake kara suka yi tare da sauran al'ummata ya shafe mu cewa wadanda ake kara ba su da wata kariyar kariyar da muke yi, kuma babu shakka idan har ba a shigar da karar wannan Kotu mai girma ba, za mu ci gaba da shan wahala. rashi a hannun wanda ake kara.
20. Zan samu a shari'ar kuma in dogara ga duk takaddun da aka ambata a baya kuma an ba wa wanda ake tuhuma SANARWA don samar da takaddun da aka roke, ainihin wanda yake tare da su.
21. Cewa zan samu daidai a Takaddun Yarda da Shaidar Lantarki da ta shafi duk sakonnin imel da aka buga daga Smart Phone da sauran na'urorin lantarki.

g. Umurnin da ke umurtar wanda ake kara da ya biya diyya na abin koyi ga masu kara a matsayin matakin ladabtarwa ga wanda ake kara na rashin kulawa da sakaci da zubar da ruwa da ya wuce kima, wanda ya haifar da mummunar illa ga masu kara, da suka hada da lalata dukiya, asarar rayuwa, da damuwa. Wannan lambar yabo ya zama dole don hana rashin da'a a nan gaba da kuma kiyaye ka'idodin adalci da rikon amana.

h. Umurnin da ke ba wanda ake tuhuma ya biya masu karan duk wasu kudade da suka dace na shari'a na Naira Miliyan Dari Biyu (₦200,000,000.00) da aka kashe wajen tuhumar wannan lamari, da suka hada da kudaden lauyoyi, kudaden shigar da kara. kudaden shedu na kwararru, da duk wasu kudade da suka shafi shari'a da ake bukata don tabbatar da adalci

i. 5% bayan shari'a riba a kowane wata akan jimlar hukunci daga ranar shari'a har zuwa gamsuwar karshe.

j. Duk wani sassaucin da za a iya samun masu gabatar da kara a gaban Kotun Mai Girma.

23. Na rantse da wannan rantsuwa da aminci cikin sane da imani iri daya gaskiya ne kuma daidai daidai da tanadin dokar rantsuwa ta 2004.

Dogara

JURAT

Ni ..... na babbar kotun shari'a da ke Minna, Jihar Neja ta yi rantsuwa tare da bayyana cewa abubuwan da ke sama su ne fassarorin da aka fassara na shaida kuma na karanta kuma na fassara masa daga Harshen Turanci zuwa Harshen Hausa kuma da alama ya fahimta kafin ya buga babban yatsa.

ANA RANTSUWA A RAJALISAR BABBAR KOTUN ALKHAIRI MINNA, JAHAR NIGER.

Wannan ---------- ranar ----------2026

KAFIN NI

COMMISSIONER FOR OATHS
CENTRAL REGISTRY

KWAMISHINAN RANI SUWA

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH OF MUHAMMAD MANKO

I, **Muhammad Manko,** Male, Adult, Nigerian citizen of Guzan Community of Edati Local Government Area of Niger State, do hereby make oath and state as follows:

1. That I am 65 years and an indigene Guzan Community of Edati Local Government area of Niger State.
2. That I am a seasoned dry-season farmer who has cultivated farmland in Guzan Community for several decades, and four (4) hectares of my farm land was directly impacted by the release of water from the River Niger Dam by the Defendant, by which I am conversant with the facts and circumstances giving rise to this suit.
3. That the Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.

4. That I, along with other members of Guzan Community in Edati Local Government Area of Niger State, duly gave our consent and authorized Abubakar Mohammed Maigada to institute this action on behalf of the affected members of the community.

5. That Four (4) hectares of my farmland, where I cultivated rice, was completely submerged, resulting in total crop failure and the loss of irrigation tools and produce stored in nearby sheds.

6. That I have witnessed the evolution of our community for several decades and I am well aware of the community's longstanding engagement in farming and its peaceful relationship with the operation of the dam managed by the Defendant.

7. That prior to 2025, all releases of water from the Defendant's dam were done in August, preceded by timely announcements and consultations with local leaders and farmers, allowing people to protect their crops and prepare their homes accordingly.

8. That in January and April 2025. the Defendant, without any prior consultation or notice, released vast quantities of water into our community, causing severe flooding and destruction on a scale that I have never seen before.

9. That ancestral farmland, which have sustained generations, were submerged and destroyed, and the harvests of many hardworking farmers were completely lost. Homes. tools, and food reserves were also washed away.

10. That the psychological and economic hardship suffered by our people. especially the youth and elderly. has been profound. with some now migrating to neighboring towns in search of sustenance.

11. That it deeply saddens me to say that the Defendant has ignored all entreaties for dialogue, redress, or even an expression of remorse over the suffering caused to our people.

12. That I am of the firm belief that this Honourable Court is our last hope for justice and dignity. to ensure our people do not perish in silence.

13. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

Deponent

ILLITERATE JURAT

I.....of the High Court of Justice Complex, Minna, Niger State hereby make oath and state that the above content is the translated depositions of the witness and has been read and translated to him by me from English Language to Hausa Language over and over and he appears to have understood before he thumb printed.

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE MINNA, NIGER STATE

his 30th ----------day of April ----------2025

BEFORE ME

COMMISSIONER FOR OATH
CENTRAL REGISTRY

COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH OF MUHAMMAD MANKO

Ni Muhammad Manko, Babba, Baligi, dan Nijeriya mai wakiltar Guzan a karamar hukumar Edati ta Jihar Neja, na yi rantsuwa da jiha kamar haka:

1. Cewa ina da shekara 65 kuma dan asalin garin Guzan ne a karamar hukumar Edati a jihar Neja.
2. Cewa ni gogaggen manomi ne na noman rani da na yi noma a cikin al'ummar Guzan shekaru da dama, kuma hekta hudu (4) na gonaki na ya yi tasiri kai tsaye sakamakon sako ruwa daga madatsar ruwan Neja da wanda ake tuhuma ya yi, inda nake tattaunawa da gaskiya da yanayin da ya haifar da wannan kara.
3. Cewa wanda ake tuhuma wani kamfani ne mai iyaka wanda ke gudanar da ayyukan samar da wutar lantarki ta Kainji da Jebba a kogin Neja a karkashin yarjejeniyar rangwame da gwamnatin tarayyar Najeriya.
4. Ni da sauran al'ummar garin Guzan da ke karamar hukumar Edati ta Jihar Neja mun ba da izininmu bisa ga gaskiya tare da ba Abubakar Mohammed Maigada izinin kafa wannan aiki a madadin 'yan uwa da abin ya shafa.

5. Cecta hudu (4) na gonaki na, inda na noma shinkafa, ya nutse gaba daya, wanda ya haifar da gazawar amfanin gona gaba daya, da asarar kayayyakin noman noma da amfanin gona da aka ajiye a rumbunan da ke kusa.
6. Na shaida yadda al'ummarmu ta samu ci gaba a tsawon shekaru da dama kuma ina sane da yadda al'umma ta dade da tsunduma cikin harkar noma da kuma alakar zaman lafiya da gudanar da madatsar ruwa da wanda ake tuhuma ke gudanarwa.
7. Cewa kafin shekarar 2025, an yi duk wani sako na ruwa daga dam din wanda ake tuhuma a watan Agusta, kafin a sanar da kan lokaci da tuntubar shugabannin yankin da manoma, da baiwa mutane damar kare amfanin gonakinsu da kuma shirya gidajensu yadda ya kamata.
8. Cewa a watan Janairu da Afrilu 2025, wanda ake tuhuma, ba tare da wani tuntuba ko sanarwa ba, ya saki ruwa mai yawa a cikin al'ummarmu, wanda ya haifar da mummunar ambaliya da lalacewa a kan sikelin da ban taba gani ba.
9. Cewa gonaki na kakanni, wanda ya ci gaba da tsara tsararraki, an nutsar da su kuma an lalata su, kuma an yi asarar amfanin gonakin manoma da yawa masu hunma. An kuma wanke gidaje, kayan aiki, da wuraren ajiyar abinci.
10. Wahalar tunani da tattalin arziki da al'ummarmu ke fama da su, musamman matasa da tsofaffi, ya yi yawa, inda wasu ke yin hijira zuwa garuruwan da ke makwabtaka da su don neman abinci.
11. Abin da ya ba ni matukar bacin rai in ce wanda ake tuhuma ya yi watsi da duk wata roko na tattaunawa, ko a yi masa gyara, ko ma nuna nadama kan irin wahalhalun da aka yi wa al'ummarmu.
12. Ina da yakinin cewa wannan Kotu mai girma ita ce fatanmu na karshe na adalci da mutunci, don tabbatar da cewa mutanenmu ba su halaka cikin shiru ba.
13. Cewa na yi wannan magana da gaskiya, tare da tabbatacciya cewa hujjojin da aka ambata a nan gaskiya ne kuma bisa sani na da gogewa.

Dogara

JURAT

Ni ..... na babbar kotun shari'a da ke Minna, Jihar Neja ta yi rantsuwa tare da bayyana cewa abubuwan da ke sama su ne fassarorin da aka fassara na shaida kuma na karanta kuma na fassara masa daga Harshen Turanci zuwa Harshen Hausa kuma da alama ya fahimta kafin ya buga babban yatsa.

ANA RANTSUWA A RAJALISAR BABBAR KOTUN ALKHAIRI MINNA, JAHAR NIGER.

nasa ---------- ranar ---------- 2026

KAFIN NI

KWAMISHINAN RANTSUWA

PW5

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH OF ALHASSAN MOHAMMED

I, **Alhassan Mohammed, Male, Adult, Nigerian citizen** of Guzan Community of Edati Local Government Area of Niger State, do hereby make oath and state as follows:

1. That I am 55 years and an indigene Guzan Community of Edati Local Government area of Niger State.
2. That I am a dry-season farmer who has cultivated farmland in Guzan Community and four (4) hectares of my farm lands was directly impacted by the release of water from the River Niger Dam by the Defendant, by which I am conversant with the facts and circumstances giving rise to this suit.
3. That the Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.
4. That I, along with other members of Guzan Community in Mokwa Local Government Area of Niger State, duly gave our consent and authorized

Abubakar Mohammed Maigada to institute this action on behalf of the affected members of the community.

5. That I am a dry-season farmer and depend solely on farming activities on the banks of the river close to the dam operated by the Defendant for my livelihood and that of my family.

6. That in January 2025, without any public notice or early warning, the Defendant released a large volume of water from its dam kainji and jebba, causing massive flooding in my community.

7. That Four (4) hectares of my farmlands almost ready for harvesting, where I cultivated rice and other crops, was completely submerged and the loss of produce stored in nearby sheds.

8. That again on April 15, 2025, the Defendant released more water into our community without forewarning, this time during the harvest season, wiping out my remaining crops and further compounding my financial losses.

9. That the flooding also damaged my home and that of several other farmers, forcing many of us to seek temporary shelter elsewhere under dire conditions.

10. That no consultation, community warning, or mitigation effort was undertaken by the Defendant before either incident, despite our long-standing reliance on the dam and our history of communication with its officials.

11. That to the best of my knowledge, our community leaders and the Plaintiffs have made several efforts to contact the Defendant for compensation and intervention, all of which have been ignored or dismissed.

12. That the economic hardship, food insecurity, and emotional trauma resulting from these floods have been unprecedented in my experience.

13. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

Deponent

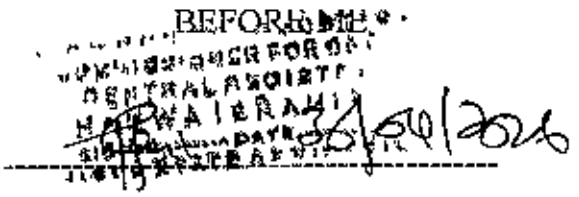
ILLITERATE JURAT

I.....of the High Court of Justice Complex, Minna, Niger State hereby make oath and state that the above content is the translated depositions of the witness and has been read and translated to him by me from English Language to Hausa Language over and over and he appears to have understood before he thumb printed.

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE MINNA, NIGER STATE

This 30th day of April 2025

BEFORE ME



COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....PLAINTIFFS

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

MAGANAR SHAIDA AKAN RANTSUWA ALHASSAN MOHAMMED

Ni Alhassan Mohammed, Baligi, Baligi, dan Nijeriya mai wakiltar Guzan a karamar hukumar Edati a Jihar Neja, na yi rantsuwa da jaha kamar haka:

1. Cewa ina da shekaru 55 kuma dan asalin garin Guzan ne a karamar hukumar Edati a jihar Neja.

2. Cewa ni manomin rani ne da na noma gonaki a unguwar Guzan da hekta hudu (4) na gonaki na ya shafa kai tsaye sakamakon sako ruwa daga madatsar ruwan Neja da wanda ake tuhuma ya yi, inda nake tattaunawa da gaskiya da yanayin da ya haifar da wannan kara.

3. Cewa wanda ake tuhuma wani kamfani ne mai iyaka wanda ke gudanar da ayyukan samar da wutar lantarki ta Kainji da Jebba a kogin Neja a karkashin yarjejeniyar rangwame da gwamnatin tarayyar Najeriya.

4. Ni da sauran al'ummar Guzan da ke karamar Hukumar Mokwa ta Jihar Neja mun ba da izininmu bisa ga gaskiya tare da ba Abubakar Mohammed Maigada izinin kafa wannan aiki a madadin 'yan uwa da abin ya shafa.

5. Cewa ni manomi ne na rani kuma na dogara ne kawai da ayyukan noma a bakin kogin kusa da madatsar ruwa da wanda ake kara ke gudanarwa don rayuwata da ta iyalina.

6. Cewa a watan Janairun 2025, ba tare da wani sanarwa na jama'a ko gargadin farko ba, wanda ake tuhuma ya saki ruwa mai yawa daga madatsar ruwansa, wanda ya haifar da ambaliya mai yawa a cikin al'ummata.

7. Cecta Hudu (4) na gonakina ya kusa yin girbi, inda na noma shinkafa da sauran amfanin gona, ya nutse gaba daya tare da asarar amfanin gonakin da aka ajiye a rumbunan da ke kusa.

8. Cewa kuma a ranar 15 ga Afrilu, 2025, wanda ake tuhuma ya sake sakin ruwa a cikin al'ummarmu ba tare da gargadi ba, a wannan karon a lokacin girbi, ya shafe sauran amfanin gonaki kuma ya kara dagula asarar kudi.

9. Cewa ambaliyar ta kuma lalata gidanu da na wasu manoma da dama, lamarin da ya tilasta wa da yawa daga cikinmu neman mafaka na wucin gadi a wani wuri a cikin mawuyacin hali.

10. Cewa babu wani tuntuba, fadakarwar al'umma, ko wani yunkuri da wanda ake tuhuma ya yi kafin kowane abu ya faru, duk da doguwar dogaro ga madatsar ruwa da tarihin mu na sadarwa da jami'anta.

11. A iya sanina, shugabannin al'ummarmu da masu kara sun yi kokarin tuntubar wanda ake kara domin neman diyya da shiga tsakani, duk an yi watsi da su ko kuma aka kore su.

12. Cewa matsalolin tattalin arziki, rashin abinci, da raunin tunani da ke haifar da wadannan ambaliya sun kasance da ba a taba gani ba a cikin kwarewata.

13. Cewa na yi wannan magana da gaskiya, tare da tabbatacciya cewa hujjojin da aka ambata a nan gaskiya ne kuma bisa sani na da gogewa.

Dogara

JURAT

Ni ..... na babbar kotun shari'a da ke Minna, Jihar Neja ta yi rantsuwa tare da bayyana cewa abubuwan da ke sama su ne fassarorin da aka fassara na shaida kuma na karanta kuma na fassara masa daga Harshen Turanci zuwa Harshen Hausa kuma da alama ya fahimta kafin ya buga babban yatsa.

ANA RANTSUWA A RAJALISAR BABBAR KOTUN ALKHAIRI MINNA, JAHAR NIGER.

Wannan ---------- ranar ---April---2026

KAFIN NI

COMMISSIONER FOR OATHS
CENTRAL REGISTRY
HAUSA IZRAHIM

---------- 30/4/2026

KWAMISHINAN RANTSUWA

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH OF ABUBAKAR MOHAMMED

I, **Abubakar Mohammed,** Male. Adult, Nigerian citizen of Wuchi Community of Mokwa Local Government Area of Niger State. do hereby make oath and state as follows:

1. That I am 51 years and an indigene Wuchi Community of Edati Local Government area of Niger State.
2. That I am a seasoned dry-season farmer who has cultivated farmland in Guzan Community for several decades, and 6 hecters of my farm lands was directly impacted by the release of water from the River Niger Dam by the Defendant, by which I am conversant with the facts and circumstances giving rise to this suit.
3. That the Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.

4. That I, along with other members of Wuchi Community in Mokwa Local Government Area of Niger State, duly gave our consent and authorized Muhammadu Kudu to institute this action on behalf of the affected members of the community.

5. Those 6 hectares of my farmlands, where I cultivated with rice, was completely submerged, resulting in total crop failure and the loss of irrigation tools and produce stored in nearby sheds.

6. That I have witnessed the evolution of our community for several decades and I am well aware of the community's longstanding engagement in farming and its peaceful relationship with the operation of the dam managed by the Defendant.

7. That prior to 2025, all releases of water from the Defendant's dam were preceded by timely announcements and consultations with local leaders and farmers, allowing people to protect their crops and prepare their homes accordingly.

8. That in January and April 2025, the Defendant, without any prior consultation or notice, released vast quantities of water into our community, causing severe flooding and destruction on a scale that I have never seen before.

9. That ancestral farmland, which have sustained generations, were submerged and destroyed, and the harvests of many hardworking farmers were completely lost. Homes, tools, and food reserves were also washed away.

10. That the psychological and economic hardship suffered by our people, especially the youth and elderly, has been profound, with some now migrating to neighboring towns in search of sustenance.

11. That it deeply saddens me to say that the Defendant has ignored all entreaties for dialogue, redress, or even an expression of remorse over the suffering caused to our people.

12. That I am of the firm belief that this Honourable Court is our last hope for justice and dignity, to ensure our people do not perish in silence.

13. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

Deponent

ILLITERATE JURAT

I.....of the High Court of Justice Complex, Minna, Niger State hereby make oath and state that the above content is the translated depositions of the witness and has been read and translated to him by me from English Language to Hausa Language over and over and he appears to have understood before he thumb printed.

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE MINNA, NIGER STATE

This ---30th---day of ---April---2025

BEFORE ME

COMMISSIONER FOR OATH
CENTRAL REGISTRY
HAUSA IBRAHIM
DATE 30/04/2026

COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf
   of Guzan Community)
2. **MUHAMMAD KUDU** ……**PLAINTIFFS**
   (For himself and on behalf
   of Wuchi Community)

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED……..DEFENDANT

MAGANAR SHAIDA AKAN RANTSUWA ABUBAKAR MOHAMMED

Ni Abubakar Mohammed Baligi, Baligi, dan Nijeriya mazauna garin Wuchi da ke karamar hukumar Mokwa ta Jihar Neja, na yi rantsuwa da jiha kamar haka:

1. Ina da shekara 51 kuma dan asalin garin Wuchi na karamar hukumar Edati a jihar Neja.

2. Cewa ni gogaggen manomi ne na noman rani da na yi noma a yankin Guzan tsawon shekaru da dama, kuma kadada 6 na gonaki na ya shafa kai tsaye sakamakon sako ruwa daga madatsar ruwan Neja da wanda ake tuhuma ya yi, inda nake tattaunawa da gaskiya da yanayin da ya haifar da wannan kara.

3. Cewa wanda ake tuhuma wani kamfani ne mai iyaka wanda ke gudanar da ayyukan samar da wutar lantarki ta Kainji da Jebba a kogin Neja a karkashin yarjejeniyar rangwame da gwamnatin tarayyar Najeriya.

4. Ni da sauran al'ummar garin Wuchi da ke karamar hukumar Mokwa ta Jihar Neja mun ba da izininmu bisa ga gaskiya tare da ba wa Muhammadu Kudu izinin kafa wannan aiki a madadin 'yan uwa da abin ya shafa.

5. Wadancan kadada 6 na gonaki na, inda na noma shinkafa, sun nutse gaba daya, wanda ya haifar da gazawar amfanin gona gaba daya, da asarar kayayyakin noman noma da amfanin gona da aka ajiye a rumbunan da ke kusa.

6. Na shaida yadda al'ummarmu ta samu ci gaba a tsawon shekaru da dama kuma ina sane da yadda al'umma ta dade da tsunduma cikin harkar noma da kuma alakar zaman lafiya da gudanar da madatsar ruwa da wanda ake tuhuma ke gudanarwa.

7. Cewa kafin shekarar 2025, duk wani sako da aka samu daga madatsar ruwan da ake tuhuma, an riga an sanar da shi kan lokaci da tuntubar shugabannin yankin da manoma, da baiwa mutane damar kare amfanin gonakinsu da kuma shirya gidajensu yadda ya kamata.

8. Cewa a watan Janairu da Afrilu 2025, wanda ake tuhuma, ba tare da wani tuntuba ko sanarwa ba, ya saki ruwa mai yawa a cikin al'ummarmu, wanda ya haifar da mummunar ambaliya da lalacewa a kan sikelin da ban taba gani ba.

9. Cewa gonaki na kakanni, wanda ya ci gaba da tsara tsararraki, an nutsar da su kuma an lalata su, kuma an yi asarar amfanin gonakin manoma da yawa masu himma. An kuma wanke gidaje, kayan aiki, da wuraren ajiyar abinci.

10. Wahalar tunani da tattalin arziki da al'ummarmu ke fama da su, musamman matasa da tsofaffi, ya yi yawa, inda wasu ke yin hijira zuwa garuruwan da ke makwabtaka da su don neman abinci.

11. Abin da ya ba ni matukar bacin rai in ce wanda ake tuhuma ya yi watsi da duk wata roko na tattaunawa, ko a yi masa gyara, ko ma nuna nadama kan irin wahalhalun da aka yi wa al'ummarmu.

12. Ina da yakinin cewa wannan Kotu mai girma ita ce fatanmu na karshe na adalci da mutunci, don tabbatar da cewa mutanenmu ba su halaka cikin shiru ba.

13. Cewa na yi wannan magana da gaskiya, tare da tabbatacciya cewa hujjojin da aka ambata a nan gaskiya ne kuma bisa sani na da gogewa.

JURAT

Ni ……, na babbar kotun shari'a da ke Minna, Jihar Neja ta yi rantsuwa tare da bayyana cewa abubuwan da ke sama su ne fassarorin da aka fassara na shaida kuma na karanta kuma na fassara masa daga Harshen Turanci zuwa Harshen Hausa kuma da alama ya fahimta kafin y a buga babban yatsa.

ANA RANTSUWA A RAJALISAR BABBAR KOTUN ALKHAIRI MINNA, JAHAR NIGER.

Wannan ---------- ranar ---------- 2025

KAFIN NI

KWAMISHINAN RANTSUWA

PW 6

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

WITNESS STATEMENT ON OATH OF JIBRIL NAKODI

I, **Jibril Nakodi,** Male, Adult, Nigerian citizen of Wuchi Community of Mokwa Local Government Area of Niger State. do hereby make oath and state as follows:

1. That I am an indigene Wuchi Community of Mokwa Local Government area of Niger State.
2. That I am a dry-season farmer who has cultivated farmland in Guzan Community and Eight (8) hectares of my farm lands was directly impacted by the release of water from the River Niger Dam by the Defendant, by which I am conversant with the facts and circumstances giving rise to this suit.
3. That the Defendant is a limited liability company that operates the Kainji and Jebba hydroelectric power plants on the River Niger under a concession agreement with the Federal Government of Nigeria.
4. That I, along with other members of Guzan Community in Mokwa Local Government Area of Niger State, duly gave our consent and authorized

Muhammad Kudu to institute this action on behalf of the affected members of the community.

5. That I am a dry-season farmer and depend solely on farming activities on the banks of the river close to the dam operated by the Defendant for my livelihood and that of my family.
6. That in January 2025, without any public notice or early warning, the Defendant released a large volume of water from its dam kainji and Jebba, causing massive flooding in my community.
7. That Ten (10) hectares of my farmlands almost ready for harvesting, where I cultivated rice, was completely submerged and the loss of produce stored in nearby sheds.
8. That again on April 15, 2025, the Defendant released more water into our community without forewarning, this time during the harvest season, wiping out my remaining crops and further compounding my financial losses.
9. That the flooding also damaged my home and that of several other farmers, forcing many of us to seek temporary shelter elsewhere under dire conditions.
10. That no consultation, community warning, or mitigation effort was undertaken by the Defendant before either incident, despite our long-standing reliance on the dam and our history of communication with its officials.
11. That to the best of my knowledge, our community leaders and the Plaintiffs have made several efforts to contact the Defendant for compensation and intervention, all of which have been ignored or dismissed.
12. That the economic hardship, food insecurity, and emotional trauma resulting from these floods have been unprecedented in my experience.
13. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

Deponent

ILLITERATE JURAT

I.....of the High Court of Justice Complex, Minna, Niger State hereby make oath and state that the above content is the translated depositions of the witness and has been read and translated to him by me from English Language to Hausa Language over and over and he appears to have understood before he thumb printed/affixed a mark.

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE MINNA, NIGER STATE

This 30th day of April 2025

BEFORE ME

COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf
   of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf
   of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANTS

MAGANAR SHAIDA AKAN RANTSUWA JIBRIL NAKODI

Ni Jibril Nakodi, Namiji, Baligi, dan Nijeriya dan asalin garin Wuchi na karamar hukumar Mokwa ta Jihar Neja, na yi rantsuwa da jaha kamar haka:

1. Cewa ni dan asalin garin Wuchi ne dake karamar hukumar Mokwa ta jihar Neja.

2. Cewa ni manomin rani ne da na noma gonaki a yankin Guzan da kuma hekta takwas (8) na gonaki na ya shafa kai tsaye sakamakon sakin ruwa daga madatsar ruwan Neja da wanda ake tuhuma ya yi, inda nake tattaunawa da gaskiya da yanayin da ya haifar da wannan kara.

3. Cewa wanda ake tuhuma wani kamfani ne mai iyaka wanda ke gudanar da ayyukan samar da wutar lantarki ta Kainji da Jebba a kogin Neja a karkashin yarjejeniyar rangwame da gwamnatin tarayyar Najeriya.

4. Ni da sauran al'ummar garin Guzan da ke karamar hukumar Mokwa ta Jihar Neja mun ba da izinin mu bisa ga umarninmu kuma na ba wa Muhammad Kudu izinin kafa wannan aiki a madadin 'yan uwa da abin ya shafa.

5. Cewa ni manoma ne na rani kuma na dogara ne kawai da ayyukan noma a bakin kogin kusa da madatsar ruwa da wanda ake kara ke gudanarwa don rayuwata da ta iyalina.

6. Cewa a watan Janairun 2025, ba tare da wani sanarwa na jama'a ko gargadin farko ba, wanda ake tuhuma ya saki ruwa mai yawa daga madatsar ruwansa kaiinji da jebba, wanda ya haifar da ambaliya mai yawa a cikin al'ummata.

7. Cecta Goma (10) na gonaki na kusan shirin girbi, inda na noma shinkafa, ya nutse gaba daya tare da asarar amfanin gonakin da aka ajiye a rumbunan da ke kusa.

8. Cewa kuma a ranar 15 ga Afrilu, 2025, wanda ake tuhuma ya sake sakin ruwa a cikin al'ummarmu ba tare da gargadi ba, a wannan karon a lokacin girbi, ya shafe sauran amfanin gonaki kuma ya kara dagula asarar kudi.

9. Cewa ambaliyar ta kuma lalata gidana da na wasu manoma da dama, lamarin da ya tilasta wa da yawa daga cikinmu neman mafuka na wucin gadi a wani wuri a cikin mawuyacin hali.

10. Cewa babu wani tuntuba, fadakarwar al'umma, ko wani yunkuri da wanda ake tuhuma ya yi kafin kowane abu ya faru, duk da doguwar dogaro ga madatsar ruwa da tarihin mu na sadarwa da jami'anta.

11. A iya sanina, shugabannin al'ummarmu da masu kara sun yi kokarin tuntubar wanda ake kara domin neman diyya da shiga tsakani. duk an yi watsi da su ko kuma aka kore su.

12. Cewa matsalolin tattalin arziki, rashin abinci, da raunin tunani da ke haifar da wadannan ambaliya sun kasance da ba a taba gani ba a cikin kwarewata.

13. Cewa na yi wannan magana da gaskiya, tare da tabbatacciya cewa hujjojin da aka ambata a nan gaskiya ne kuma bisa sani na da gogewa.

Dogara

JURAT

Ni ..... na babbar kotun shari'a da ke Minna, Jihar Neja ta yi rantsuwa tare da bayyana cewa abubuwan da ke sama su ne fassarorin da

aka fassara na shaida kuma na karanta kuma na fassara masa daga Harshen Turanci zuwa Harshen Hausa kuma da alama ya fahimta kafin ya buga babban yatsa.

ANA RANTSUWA A RAJALISAR BABBAR KOTUN ALKHAIRI MINNA, JAHAR NIGER.

Wannan ----30th---------- ranar ----April----2026

KAFIN NI

VICE COURT OF JUSTICE
COMMISSIONER FOR OATH
CENTRAL ADJUSTRY
HAUWA IBRAHIM
SIR [illegible] DIRECTOR

KWAMISHINAN RANTSUWA

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

WITNESS STATEMENT ON OATH OF ESV DADA AZHI

I, **ESV Dada Azhi,** Male, Adult, of No. NS. B 2 Off Kangiwa road, Unguwa Nassarawa Chanchaga, Minna, Niger State, do hereby make oath and state as follows;

1. That I am a consultant with Dada Azhi & Company engaged by the Plaintiffs to lead the team of Surveyors to conduct an independent assessment and valuation of damages suffered by Wuchi and Guzan Communities as a result of the Defendant's discharge of water from its dam in January and April 2025.
2. That I am a qualified Surveyor with many years of professional experience in post-disaster loss evaluation, community impact audits, and financial damage assessments.
3. That upon receiving complaints from members of the wuchi and guzan communities. I and my team visited the site for inspection and investigation a, during which I visited several farms, residences, and interviewed most affected victims.

4. That the assessment methodology included eyewitness interviews, inspection of flooded farmland, estimation of crop yield losses, equipment destruction analysis, and monetary valuation of direct and indirect damages sustained.

5. That based on the information obtained and field evidence gathered, we prepared a comprehensive damage valuation report detailing the nature, scope, and financial impact of the Defendant's actions on the Plaintiffs' communities.

6. That the total damages incurred were professionally valued at approximately ₦5,150,000,000.00 (Five Billion One Hundred and Fifty Million Naira), covering crop losses, destroyed irrigation infrastructure, farming equipment, housing damage, and associated economic losses.

7. That our evaluation report contains supporting materials including photographs, data charts, economic projections, and analytical models which substantiate the claims made therein. The Evaluation report is here attached and pleaded.

8. I was previously unavailable to depose due to professional commitments outside the jurisdiction, but I am now ready to testify and clarify any part of the report being the team lead consultant for the valuation.

9. That I affirm the objectivity, independence, and professional integrity of the assessment exercise. At no point was the process influenced by any party, interest group, or external pressure. All findings were derived strictly from field data, technical analysis, and professional judgment.

10. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

Deponent

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE MINNA, NIGER STATE

This 30th day of April 2026

BEFORE ME

COMMISSIONER FOR OATHS
CENTRAL REGISTRY
HAUWA IBRAHIM
COMMISSIONER OF OATHS

30/04/2026

PW 2

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

The survey drawing
SD 01

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

WITNESS STATEMENT ON OATH OF TANKO PADA PAIKO

I, **Tanko Pada Paiko,** Male, Adult, of No. 12 L.I.B.C Gidan Madara by city gate Minna, Niger State, do hereby make oath and state as follows;

11. That I am a Licensed Surveyor with many years of professional experience engaged by the Plaintiffs to lead the team of Surveyors to conduct a survey of the area damaged in Wuchi and Guzan Communities as a result of the Defendant's discharge of water from its dam in January and April 2025.

12. That upon receiving complaints from members of the wuchi and guzan communities, I and my team visited the site for inspection.

13. That I personally conducted the survey exercise, identifying and mapping the extent of the flood damage. including farmlands, crops, and other community lands submerged and destroyed by the flood.

14. That my survey plan/report delineates the boundaries of the impacted areas, the approximate acreage of farmland affected, and the specific zones where crops were destroyed. The Survey plan is hereby attached and shall be relied upon in the trial of this case.

15. That the said survey plan/report was prepared in accordance with professional standards and regulations and it represents my independent and unbiased findings.
16. That I now tender and plead the said survey plan/report as part of the evidence in this suit, and I verily believe same to be true and correct to the best of my knowledge and professional expertise.
17. That I depose to this Statement on Oath conscientiously, believing the contents to be true and correct, in accordance with the Oaths Act.
18. That I make this statement in good faith, with the firm belief that the facts stated herein are true and based on my personal knowledge and experience.

Deponent

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF JUSTICE MINNA, NIGER STATE

This 30th day of April 2026

BEFORE ME

COMMISSIONER OF OATHS

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

PLAINTIFF'S LIST OF DOCUMENTS SOUGHT TO BE RELIED UPON AT TRIAL

1. The Series of pictures and videos of the devastating destruction.
2. The Assessment and Evaluation report
3. Survey report
4. The Solicitors Letter of instruction
5. A copy of the acknowledgement letter of demand to the Defendant
6. A copy of the response of the Solicitors to the Defendant
7. A copy of the said acknowledgment letter to Counsel to the Defendant
8. Certificate of Compliance

All other documents pertaining to and /or connected with the facts aforestated and all notices that may be required in law.

DATED THIS.....OF ....., 2026.

✓ Dr. Dayo G. Ashiombare, Esq (Notary Public)
Ene Ashonibare. Esq
Simiat Suleiman, Esq
J.O Ibrahim, Esq

Iyanuoluwa Idowu, Esq
Plaintiff's Counsel
Levite Solicitors & Arbitrators
Block 15D Salis Court, Efire Ileogun Street
(Around Airport Junction) Gwarimpa
FCT-Abuja
08033661414
levitesolicitors@gmail.com

hello@levitesolicitors.com

FOR SERVICE ON THE DEFENDANT:

MAINSTREAM ENERGY SOLUTIONS LIMITED
6 Yedseram Street. Off IBB Way,
Maitama FCT-Abuja

IN THE HIGH COURT OF JUSTICE OF NIGER STATE
IN THE MINNA JUDICIAL DIVISION
HOLDEN AT MINNA
SUIT NO:

BETWEEN:

1. **ABUBAKAR MOHAMMED MAIGADA**
   (For himself and on behalf of Guzan Community)
2. **MUHAMMAD KUDU**
   (For himself and on behalf of Wuchi Community)

.....**PLAINTIFFS**

AND

MAINSTREAM ENERGY SOLUTIONS LIMITED.....DEFENDANT

PRE-ACTION COUNSELLING CERTIFICATE

I Dayo G. Ashonibare Esq, Legal Practitioner of Block D15 Salis Court Efiro Ileogun Street, Abuja and counsel to the Plaintiff have gone through the facts of the case of the said Plaintiff and on my honour have appropriately counselled him on the relative strength of their case or otherwise.

DATED THIS.....OF ....., 2026.

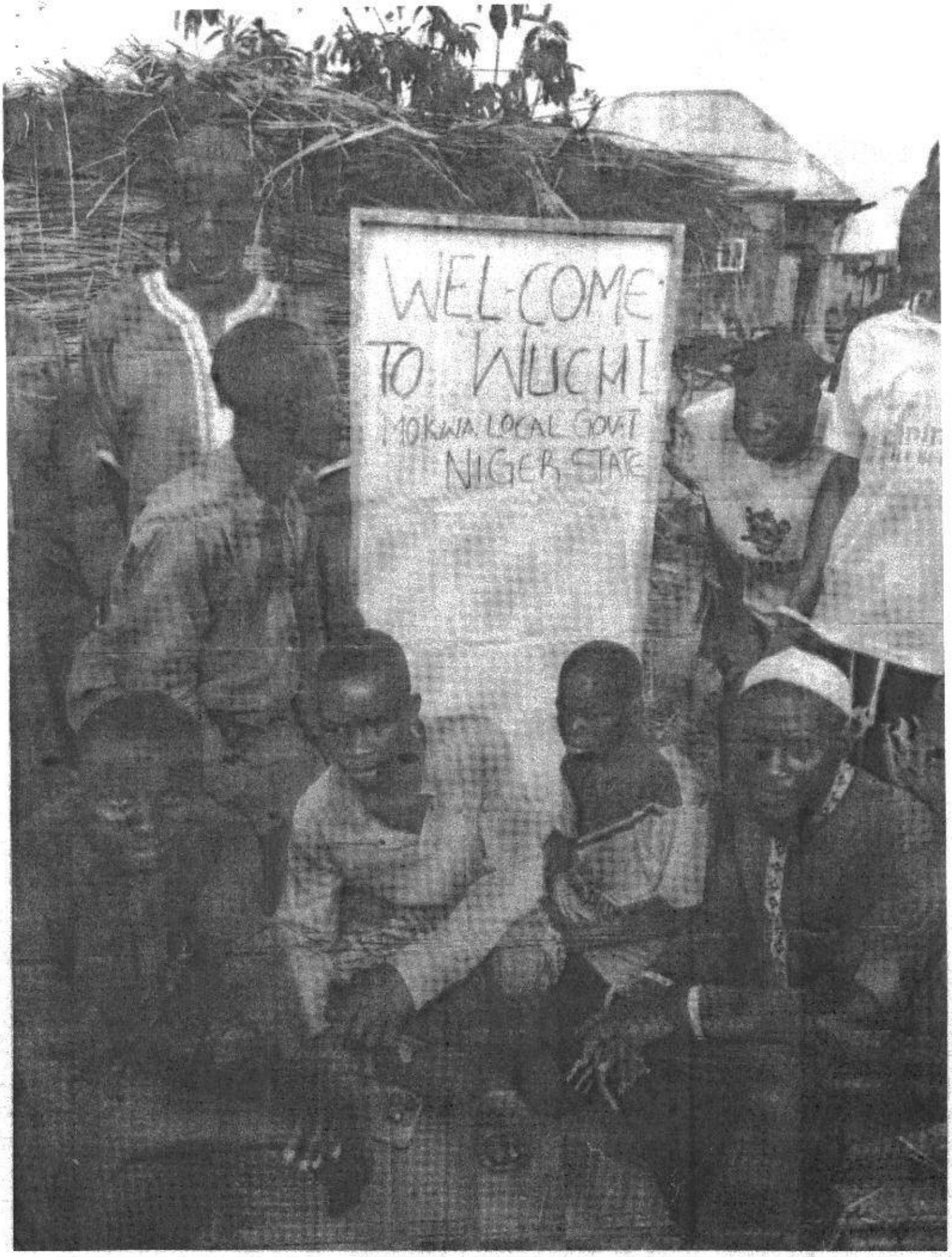
1st Plaintiff

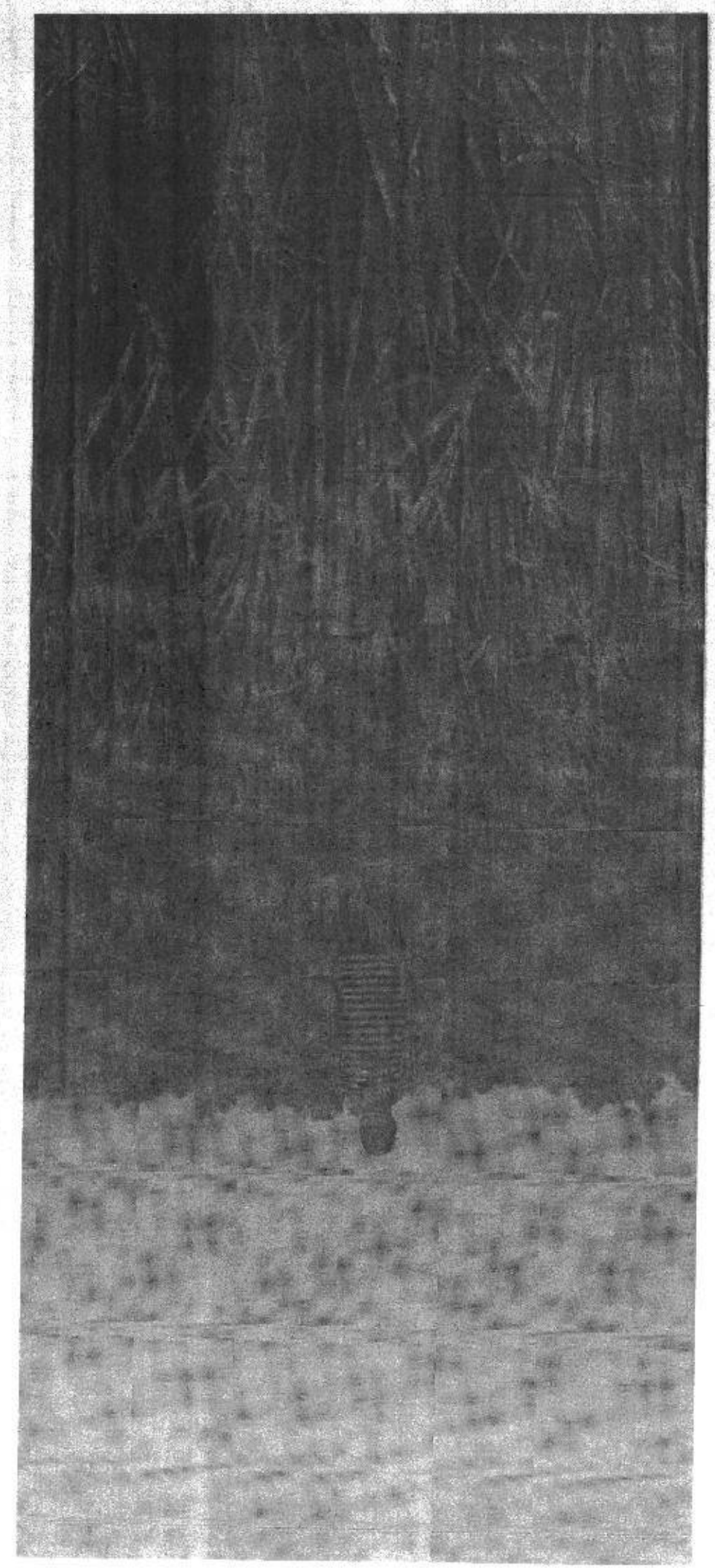
Counsel

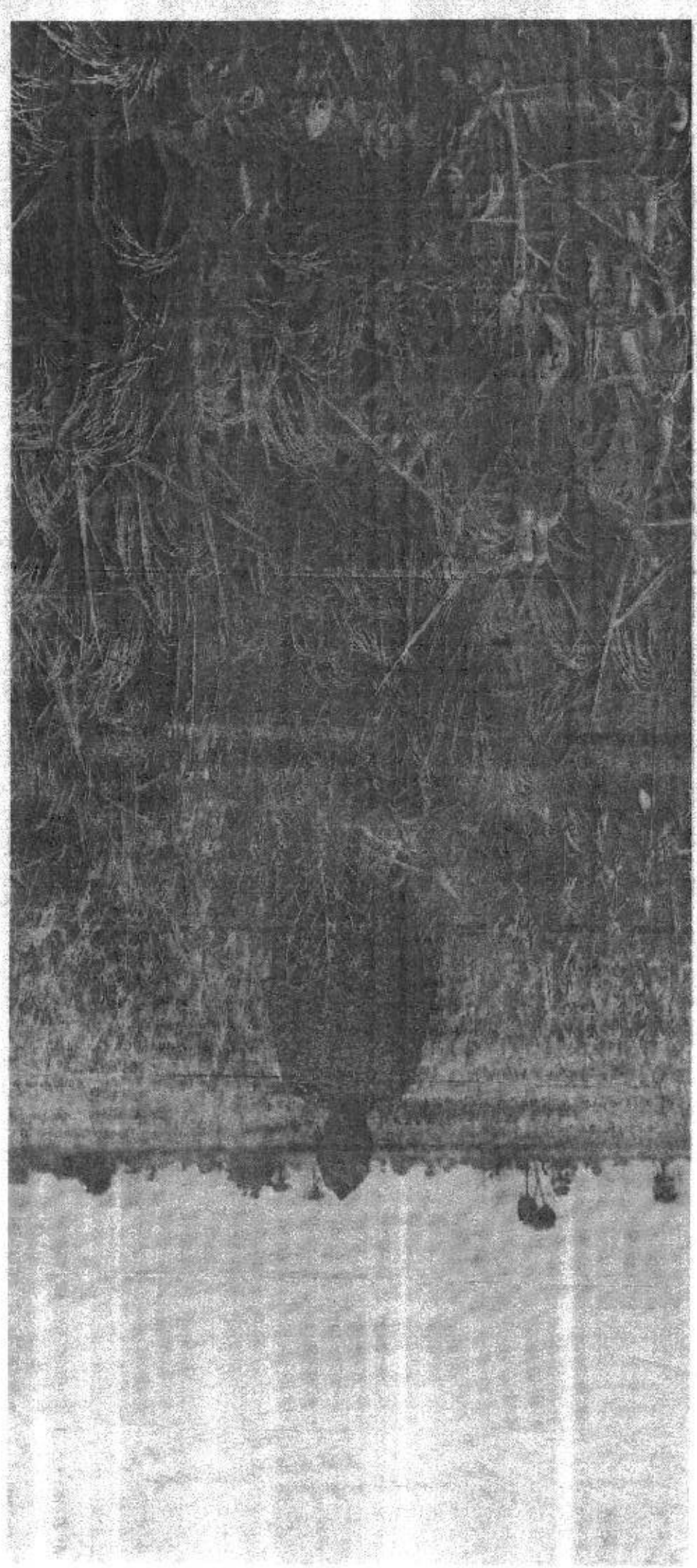
2nd Plaintiff

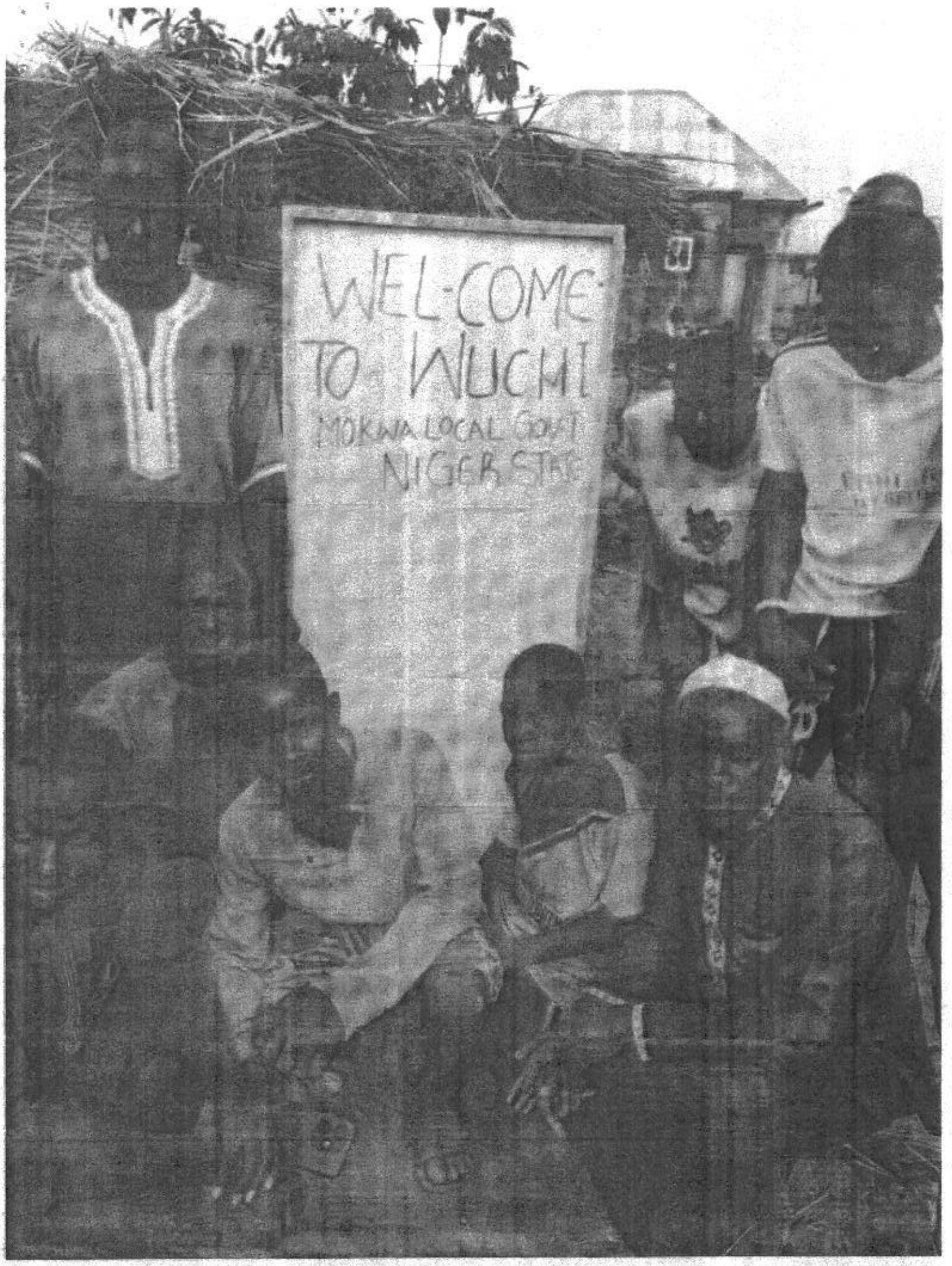
ENDORSEMENT FOR SERVICE OUTSIDE JURISDICTION

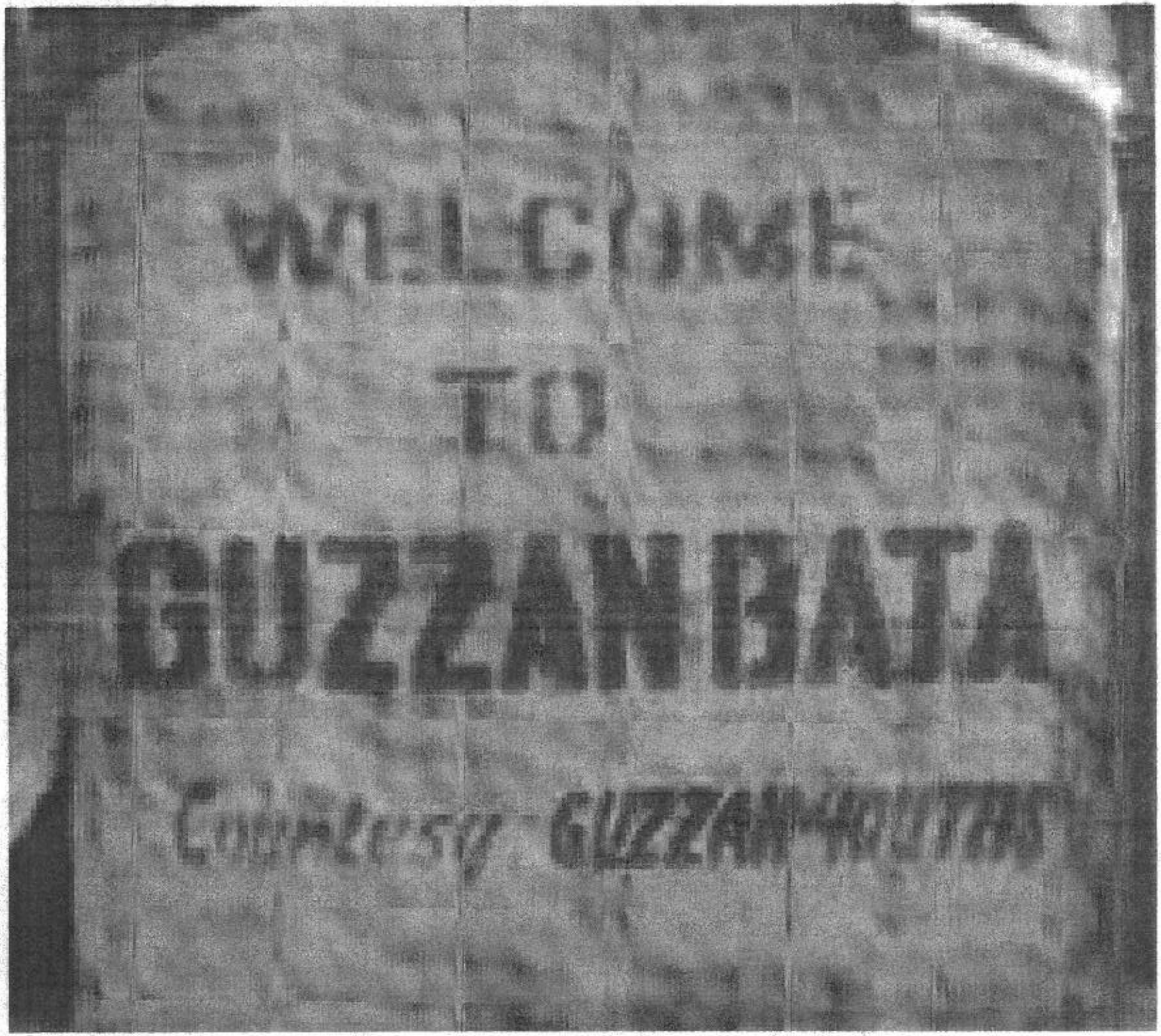
This Writ of Summons is to be served outside the jurisdiction of this Honourable Court, namely at: Mainstream Energy Solutions Limited, 6 Yedseram Street, Off IBB Way, Maitama, FCT-Abuja, Nigeria.

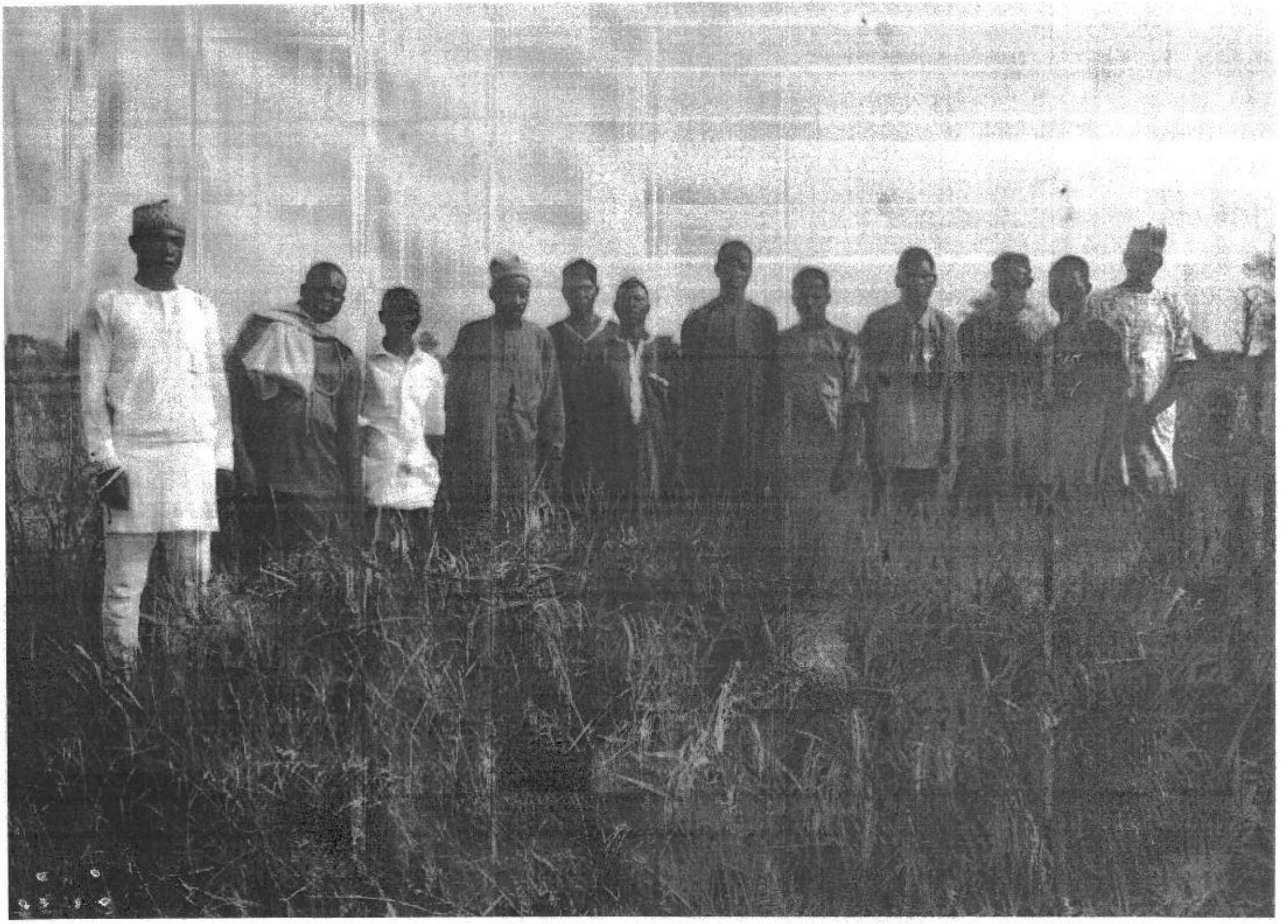

WEL-COME
TO WUCHI
LOKWA LOCAL GOVT
NIGER STATE






WEL-COME
TO - WUCHI
MOKWA LOCAL GOVT
NIGER STATE


WELCOME
TO
GUZZANBATA
Courtesy GUZZAN HOSPITAL



INSPECTION SURVEY AND VALUATION REPORT

ON ERV (1)

THE FARM LANDS AFFECTED AND DESTROYED BY DISCHARGE OF WATER FROM HYDRO DAM

LOCATED

AT

WUCHI AND GUZAN COMMUNITY, MOKWA & EDATI LOCAL GOVERNMENT AREA, NIGER STATE

MAY, 2025

DADA AZHI & COMPANY

Estate Surveyors & Valuers

NIESV

OFFICES
Opposite Bwari,
Area Council Secretariat,
FCT Abuja.

08035862884
08053913668
08121417757

No. NS.B 2
Off Kangiwa Road,
Unguwa Nassarawa,
Chanchaga, Minna

DADA AZHI & COMPANY
Estate Surveyor & Valuers

NIESV

OFFICES
Opposite Bwari
Area Council Secretariat
FCT Abuja

08035862884
08053913668
08121417757

No NS. B 2
Off Kanglwa Road
Unguwa Nasarawa
Chanchaga, Minna
Niger State

Our Ref: *Your Ref:* *Date:* 28th May, 2025

The Village Heads of Wuchi and Guzan Community
Mokwa & Edati

Niger State.

Dear Sir,

INSPECTION SURVEY AND VALUATION ASSESSMENT ON FARM CROPS AFFECTED AND DESTROYED BY DISCHARGE OF WATER FROM HYDRO DAM LOCATED AT WUCHI AND GUZAN COMMUNTIES IN MOKWA & EDATI LGA, NIGER STATE

We hereby present the executive summary of the above captioned valuation report.

EXECUTIVE SUMMARY

Asset Type:	Community Farm Lands
Date of Valuation:	**15th May, 2025**
Purpose:	The valuation exercise was carried out to assess the community Farm Lands affected and destroyed by discharge of water from Hydro Dam with a view of payment of compensation for loss of their assets.
Opinion of Market Value:	***Five Billion, One Hundred and Fifty Million Naira Only (₦5,150,000,000:00)***

Identification of Firm: Dada Azhi & Company, Estate Surveyors & Valuers.

Name and Qualifications of the Valuer: ESV. Aaron A. Dada, *ANIVS, RSV,* and his team

MAIN REPORT

1.0 INTRODUCTION

1.1 Instruction/ Brief

Arising from the instruction we received vide letter of instruction reference WGC/VAL/01/2025 Dated 3rd January, 2025 from the Village Heads of Wuchi and Guzan to carry out the valuation assessment of the property herein captioned above, we have inspected the properties and we are pleased to present the details of our investigations, findings, examination and our opinion of value based on the physical assessment and analysis of the data at our disposal in the course of the inspection survey and valuation assessment exercise.

1.2 Date of Inspection:

The property was inspected on the 7th day of May, 2025. This is the effective date of our valuation, as all facts presented herein and our opinion of market value and forced sale value are related thereto.

1.3 Purpose of Valuation:

The valuation assessment exercise was carried out to assess the community Farms affected and destroyed by discharge of water from Hydro Dam with a view assisting the affected community with financial aid to reinstate their destroyed property.

1.4 Definition: **Market Value**

This is the best price, at which an interest in a property might reasonably be expected to be sold by private treaty at the date of valuation assuming a willing seller; a reasonable period within which to negotiate the sale; taking into account the nature of the property; the state of the market; that value will remain constant throughout the period; that the property will be freely exposed to the market and no account is to be taken of an additional bid by a special purchaser.

2.0 PHYSICAL AND LEGAL INFORMATION ON THE PROPERTY

2.1 Location: The subject property is located at Wuchi and Guzan Community under Mokwa & Edati Local Government Area respectively. Wuchi community is a village in Ja'agi Ward under Mokwa Local Government Area while Guzan is also is a village and a ward under Edati Local Government Area, Niger State. Consequently they had accessible road network to and fro through untarred and named road linking to their various community along the River Niger.

2.2 Neighborhood: The subject properties are located at Wuchi community near and Guzan community within the neighboring villages of Gata, Ganegi, Tako, Gbodoti and Kpanbo mostly residential,

agricultural and educational developments of varying types.

2.3 Site: The site on which the subject village situates is of swampy and drains earth crust with fair terrain. It has adequate and suitable topographical landscape for dwelling and arable farming.

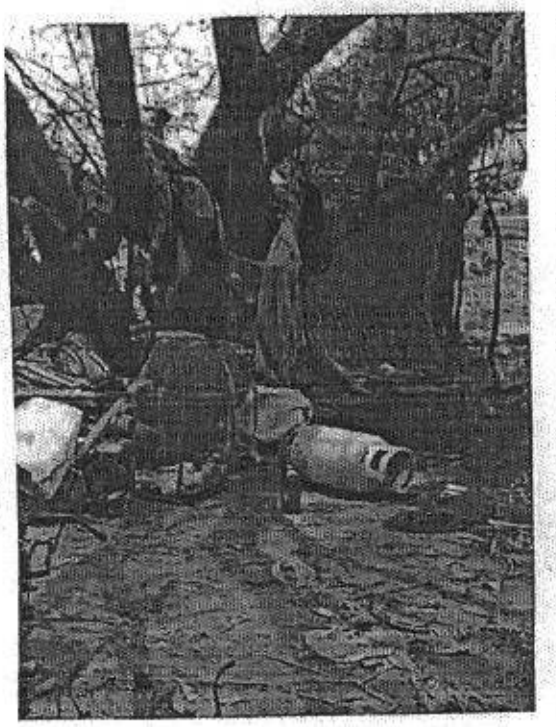
2.4 Description And Analysis: The subject properties are mainly Farms with farm inputs destroyed and affected by water discharge from Hydro Dam wholly and partly rice farms, power tillers, solar generators with panels, fertilizers, herbicides, farming tools/equipment, fish ponds, residential buildings (huts). The affected area covers a total of 2,567 Hectares and total numbers of 313 affected persons with different level of damages. Find detailed list of the affected persons on pages 10-26.

2.5 Affected Communities:

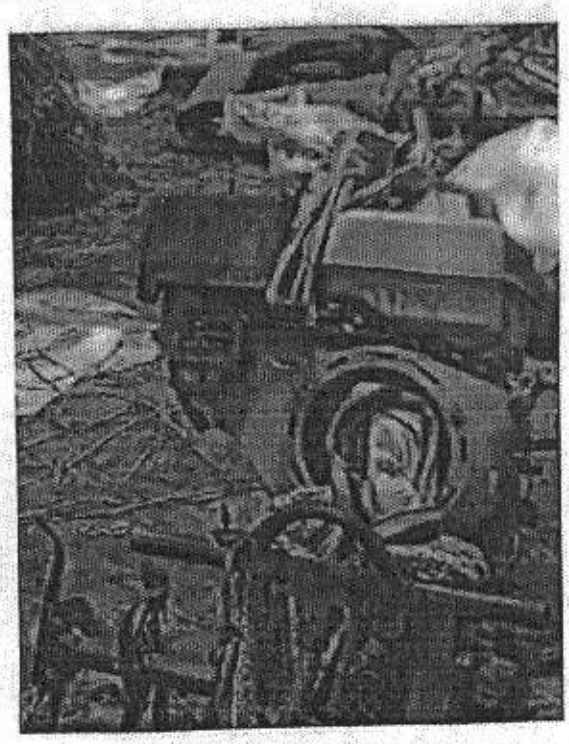
S/N	Community	Nos. Persons	Size/Hect.	Tons/Hect	Total=Metric Tons/Hect.	Unit Rate/Hect
1	Wuchi 1	85	717	2.2	1577.4	900,000
2	Wuchi 2	21	276	2.2	607.2	900,000
3	Wuchi 3	143	1,102	2.2	2424.4	900,000
4	Wuchi 4	11	55	2.2	121	900,000
5	Guzan	42	188	2.2	413.6	900,000
6	JAF	11	229	2.2	503.8	900,000
	Total	**313**	**2,567**		**5,647**	

2.6 Pictorial Views of the Farm:

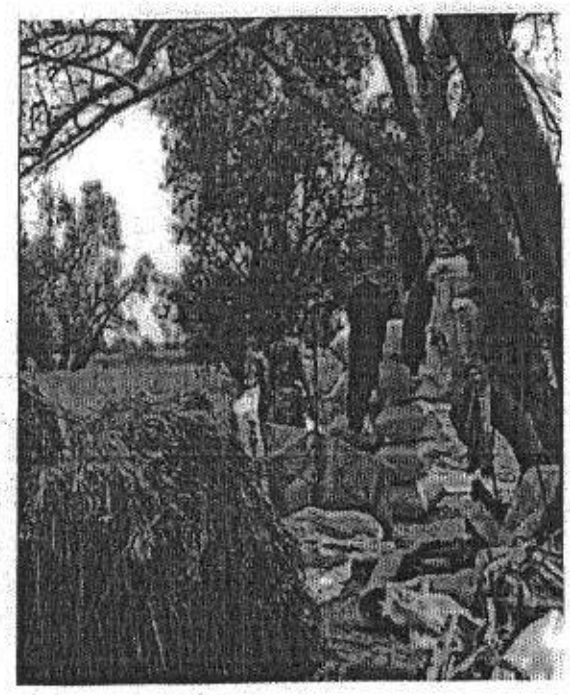
Part of the Farm After Release of the Hydrom Dam Water



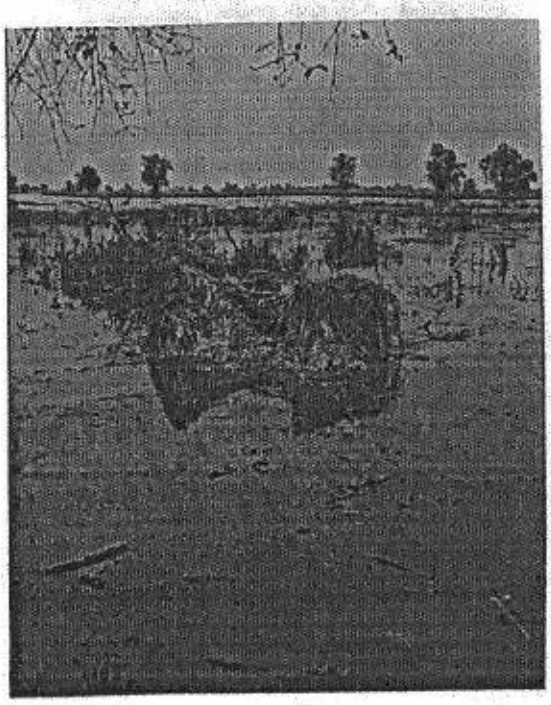
Some Part of Tools



Power Tiller

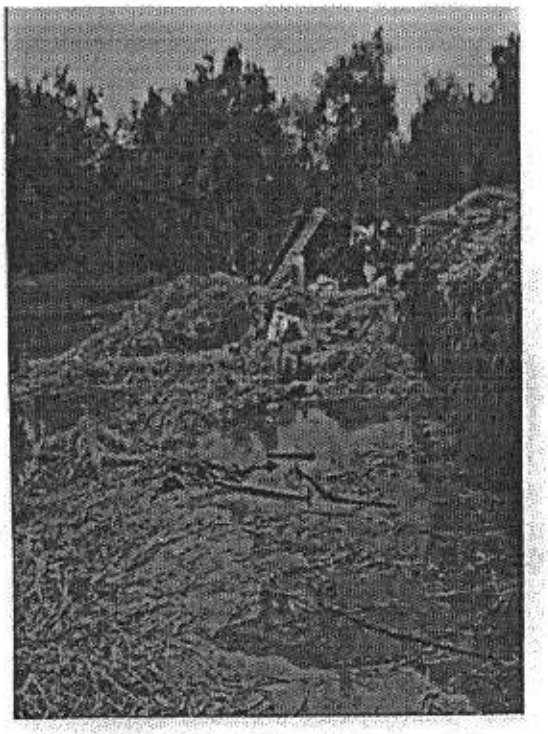


Some Harvested Paddy Rice

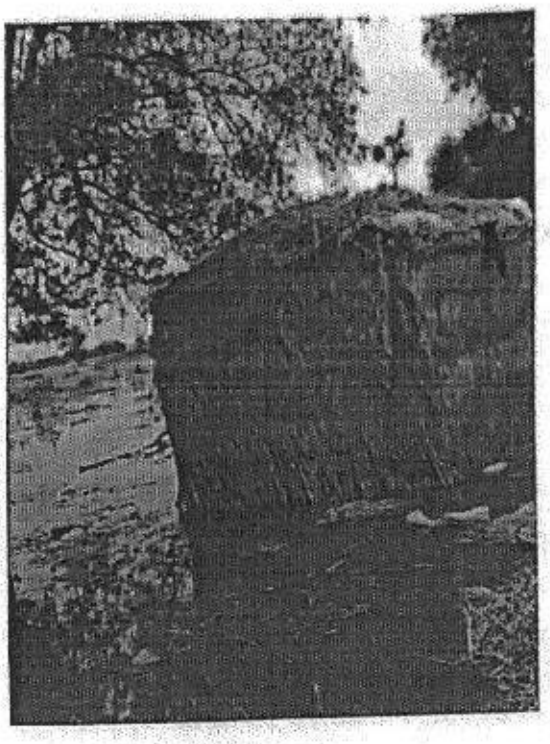


Submerged Store

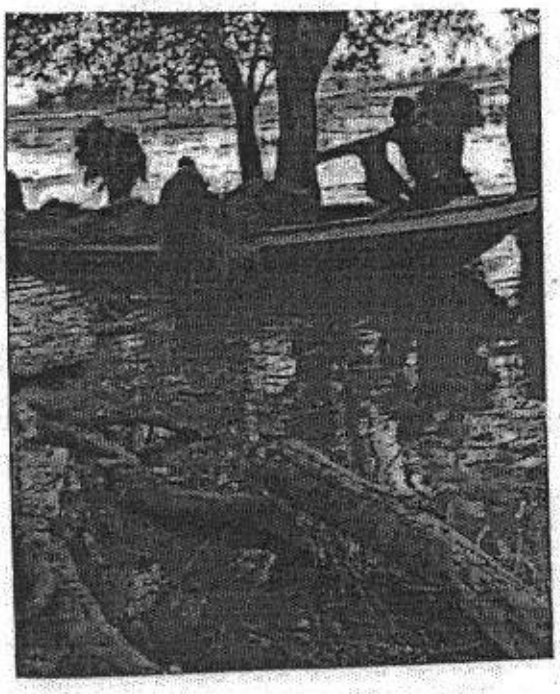
Part of the Farm After Release of the Hydrom Dam Water



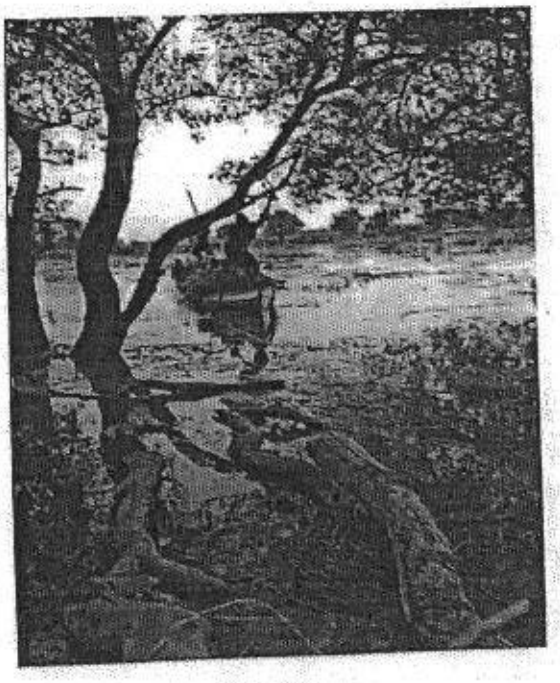
Submerged Harvested Rice



Submerged Hut

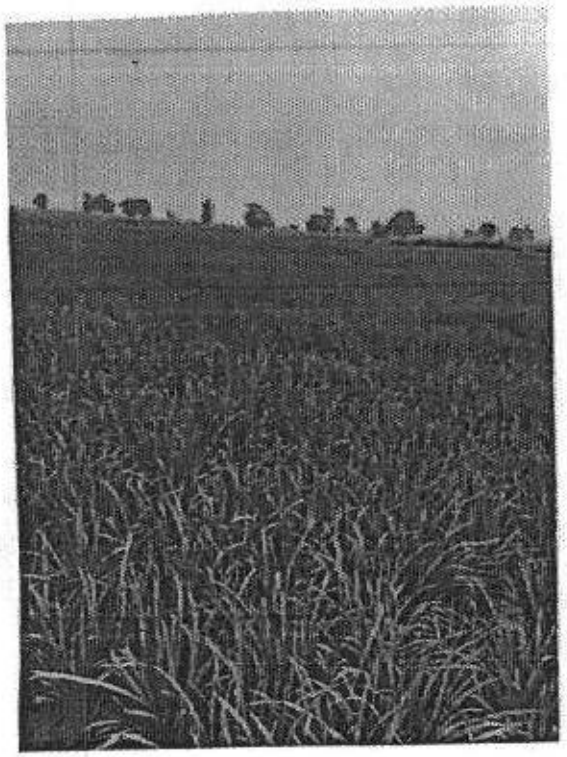


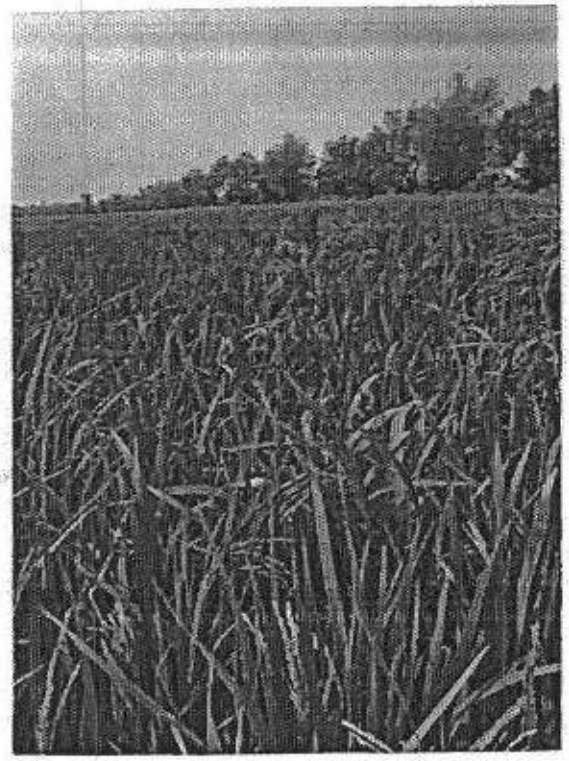
Canoe evacuating submerged Rice

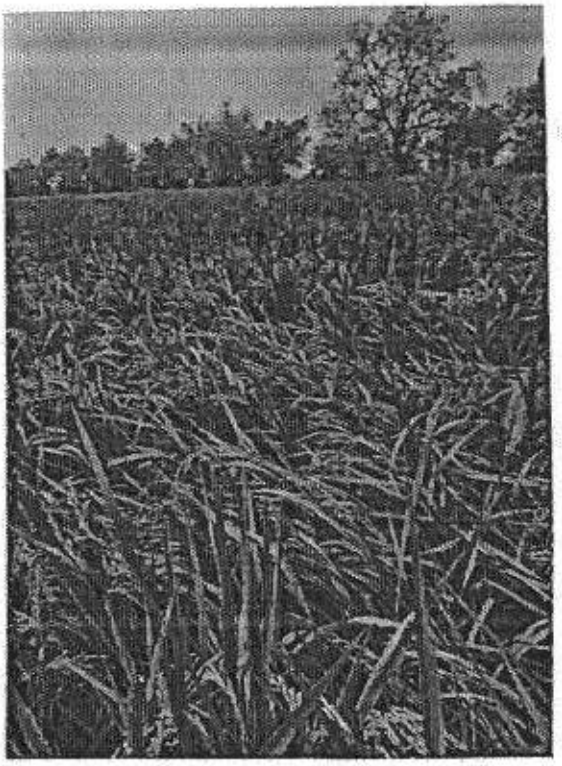


Submerged Rice

Part of the Rice Farm Before Release of the Dam Water







2.7 Town Planning: The subject is situated in a Government planned area. The entire neighborhood is laid-out and has the approval of the relevant planning authority. Therefore, no future development proposal could affect the present character of the property envisage as at the time of preparing the report.

2.8 Services: Electricity from Abuja Electricity Distribution Company (AEDC) and portable water from boreholes, hand dug well are connected to the neighborhood. The road network leading to and fro the farms are untarred and fairly motorable.

2.8 Title: We reliably gathered from the clients that majority of the properties are covered by a good root of title from the customary authority. On this note, any party wishing to transact on the property should conduct normal search of the title to ascertain the authenticity of the title documents.

3.0 ECONOMIC SURVEY AND MARKET ANALYSIS

3.1 Economic Background of Minna, the Capital City of Location:

Minna is the capital of Niger State. In 2007, it had a population of 304,113 (NPC Projection, 2007). With a growth rate of 3.9 % per annum, the population is today projected to be 433,349. It is the administrative, financial and commercial base of the state. Transactions in letting and sale of

properties are carried out daily in fairly good proportion in the town. Security of lives and properties is also well provided by the security agencies in the state and the city in particular. Facilitators in real estate transactions such as financial institutions, estate agents, developers, and renovators' etc. are available in proportionate number in the city. Business infrastructure and environment in the city are fairly favourable.

3.2 Economic Survey/Projection:

Our economic survey and projection on rice yield per hecter within the neighborhood of Mokwa & Edati Local Government Areas and according to the recent data by Conseal Team (2024), the average rice yield in Nigeria is estimated at 2.5 - 4 tons per hecter. After an analysis some factors were considered such as rice variety, soil quality, weather condition, personal interview and investigation on the location of the rice farm land; we arrived at within 2.2 tons per hecter. Consequently, the projected average cost of 1 ton of paddy rice for the 2024/2025 range between ₦500,000 to ₦1,300,00 per metric ton. After an analysis of the market trend, ₦900,000 per metric tons/hecter was adopted while ₦1,040,000/ton were adopted for fertilizer and other appropriate

rates were adopted on herbicides/carton, solar panels, solar generators, power tillers, farm tools, farm houses (Hut) at ₦15,000/m^3 and estimated 2,000 fish at ₦3,000/fish put at ₦6,000,000/pond as seen from page to page.

Consequently, the projected average cost of 1 ton of paddy rice for the 2024/2025 range between ₦1,100,000 to ₦1,300,000 per metric ton.

VALUATION ASSESSMENT OF FARM LANDS AFFECTED AND DESTROYED BY DISCHARGE OF WATER FROM HYDRO DAM AT WUCHI AND GUZAN COMMUNTIES IN MOKWA & EDATI LOCAL GOVERNMENT AREA OF NIGER STATE

LIST OF AFFECTED PERSONS								
S/N	NAMES	DETAILS OF DAMAGES	QNTY SIZE OF FARM LAND	Tons/Hect	TOTAL METRIC TONS	UNIT RATE/HECT	AMOUNT	TOTAL AMOUNT
	MUHAMMAD YAKUB KAMBA	Rice	50	2.2	110	900,000	99,000,000	
		Fertilizer	2		0	1,040,000	2,080,000	101,080,000
	BARR HASSAN KWAIDO ARGUNGU	Rice	50	2.2	110	900,000	99,000,000	
		Pond	2000		0	3,000	6,000,000	
		Herbicide	1			112,000	112,000	105,112,000
	DANJUMA IBRAHIM	Rice	6	2.2	13.2	1,040,000	13,728,000	
		Tiller	1			700,000	700,000	14,428,000
	ABUBAKAR MOHAMMED	Rice	8	2.2	17.6	900,000	15,840,000	
		Hut	10			15,000	150,000	15,990,000
	ISAH IDRIS	Rice	10	2.2	22	900,000	19,800,000	
		Fertilizer	1		0	1,040,000	1,040,000	20,840,000
	MAJIN ALIYU	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
	JIBRIN NAKODI	Rice	12	2.2	26.4	900,000	23,760,000	23,760,000
	MOHAMMED IBRAHIM	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
	JIBRIN IDRIS	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
10	AHMED SHEHU	Rice	5	2.2	11	900,000	9,900,000	9,900,000
11	MOHAMMED IBRAHIM	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
12	TAUHEED JIBRIN	Rice	5	2.2	11	900,000	9,900,000	9,900,000
13	BASHIRU MOHAMMED	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000

14	JIBRIN ALIYU	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
15	UMAR JIBRIN	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
16	ABDULLAHI MOHAMMED	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
17	IBRAHIM MOHAMMED	Rice	5	2.2	11	900,000	9,900,000	9,900,000
18	HASSAN A. TSOWA	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
19	ISYAKU MOHAMMED	Rice	5	2.2	11	900,000	9,900,000	9,900,000
20	NDACHE IBRAHIM	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
21	MOHAMMED KUDU	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
22	NAKODI MAJIN	Rice	5	2.2	11	900,000	9,900,000	9,900,000
23	ADAMU ABUBAKAR	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
24	SHITSU ADAMU MOHAMMED	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
25	MOHAMMED KPAKO	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
26	ALIYU ABDULLAHI	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
27	MUSA MOHAMMED	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
28	YAHAYA ALHASSAN	Rice	7	2.2	15.4	900,000	13,860,000	
		Fertilizer	1		0	1,040,000	1,040,000	
		Hut	10			15,000	150,000	15,050,000
29	IDRIS NDATSO	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
30	MOHAMMED ABDULLAHI	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
31	MOHAMMED IBRAHIM	Rice	5	2.2	11	900,000	9,900,000	9,900,000
32	NDAKO USMAN	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
33	MOHAMMED SHABA	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
34	JIBRIN EBA AJA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
35	NDABA NAKODI	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
36	WODI DIKKO	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
37	MOHAMMED IDRIS WUCHI	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
38	MOHAMMED WONDI	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
39	KUDU IDRIS	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
40	ALIYU IBRAHIM	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
41	UMAR JAJALY	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
42	EWO GBOKA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
43	NDABINI BAMAYI	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
44	YAKUBU BOTIWA	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
45	ALIYU MATASO	Rice	6	2.2	13.2	900,000	11,880,000	
		Tools	7			22,000	154,000	12,034,000
46	DANJUMA COMMANDA	Rice	8	2.2	17.6	900,000	15,840,000	
		Pond	2000		0	3,000	6,000,000	21,840,000

47	NMA SHABA	Rice	9	2.2	19.8	900,000	17,820,000	
		Fertilizer	1		0	1,040,000	1,040,000	18,860,000
48	ISAH LIMAN	Rice	9	2.2	19.8	900,000	17,820,000	
		Herbicide	1			112,000	112,000	17,932,000
49	YAHAYA LIMAN	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
50	ALHAJI NAIBI	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
51	BABA KOLO	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
52	ABANLIGO USMAN	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
53	IBRAHIM USMAN	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
54	ALHAJI KUDU MARAFA	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
55	ADAMU KUDU	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
56	IBRAHIM HASKE	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
57	BABA MASHIN WUCHI	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
58	LIMAN MUHAMMADU	Rice	10	2.2	22	900,000	19,800,000	19,800,000
59	M.B WUCHI	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
60	YAKUBU TUNGAN DOLE	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
61	ALHAJI DAHIRU DOLE	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
62	ALHAJI KUDU KORET	Rice	10	2.2	22	900,000	19,800,000	19,800,000
63	YABAKO WUCHI	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
64	ALHAJI NDACHE	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
65	ALHAJI ABUBAKAR DANGA	Rice	12	2.2	26.4	900,000	23,760,000	23,760,000
66	ALHAJI ALIYU BIDA	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
67	KPOTUN ZAKARIYAWU	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
68	MANKO BABA	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
69	MAJIN TETENGI	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
70	AMINU ABDULLAHI	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
71	SALIHU ABDULLAHI	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
72	MOHAMMED ISAH	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
73	MOHAMMADU ALIYU	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
74	ADAMU A. TSOWA	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
75	HUSSAINI BABA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
76	ALHAJI IDRISU ASABE	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
77	ABDULLAHI MOHAMMED	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
78	GARUBA DATOLO	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
79	MOHAMMED B. ABUBAKAR	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
80	IBRAHIM DANMALLAM	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
81	ABU DANGI	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
82	NDADOKO USMAN	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000

83	ALHAJI MAJIN	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
84	ALHAJI USMAN	Rice	10	2.2	22	900,000	19,800,000	
		Generator	1			200,000	200,000	
		Solar panels	3			60,000	180,000	20,180,000
85	LIMAN NAKODI	Rice	7	2.2	15.4	900,000	13,860,000	
		Fertilizer	0.5		0	1,040,000	520,000	14,380,000
	SUB TOTAL							
	WUCHI COMMUNITY 2							
S/N	AFFECTED PERSONS		LAND SIZE					
1	ISAH MOHAMMED	Rice	10	2.2	22	900,000	19,800,000	
		Generator	4			200,000	800,000	20,600,000
2	ABDULLAHI JIBRIN	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
3	SAMINU MOHAMMED	Rice	18	2.2	39.6	900,000	35,640,000	
		Solar panels	4			60,000	240,000	35,880,000
4	MUSA MOHAMMED	Rice	19	2.2	41.8	900,000	37,620,000	
		Power Tiller	1			700,000	700,000	38,320,000
5	IBRAHIM NAKODI	Rice	14	2.2	30.8	900,000	27,720,000	
		Fertilizer	1		0	1,040,000	1,040,000	28,760,000
6	BAWA DANJUMA	Rice	13	2.2	28.6	900,000	25,740,000	25,740,000
7	ABUBAKAR IBRAHIM	Rice	15	2.2	33	900,000	29,700,000	29,700,000
8	ABUBAKAR NDACHE	Rice	10	2.2	22	900,000	19,800,000	19,800,000
9	YUSUF IDRIS	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
10	SANI DANJUMA	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
11	MOHAMMED AHMED	Rice	12	2.2	26.4	900,000	23,760,000	23,760,000
12	ALHAJI TSADU	Rice	18	2.2	39.6	900,000	35,640,000	35,640,000
13	ALHAJI MANKO	Rice	14	2.2	30.8	900,000	27,720,000	27,720,000
14	MOHAMMED NDACHE	Rice	15	2.2	33	900,000	29,700,000	29,700,000
15	KAGBO USMAN	Rice	11	2.2	24.2	900,000	21,780,000	21,780,000
16	TAUHEED KAJIBO	Rice	10	2.2	22	900,000	19,800,000	19,800,000
17	ISAH KAJIBO	Rice	9	2.2	19.8	900,000	17,820,000	17,820,000
18	ALHAJI Y. THANK GOD	Rice	17	2.2	37.4	900,000	33,660,000	33,660,000
19	IBRAHIM MOHAMMED	Rice	14	2.2	30.8	900,000	27,720,000	27,720,000
20	SAIDU ISYAKU	Rice	16	2.2	35.2	900,000	31,680,000	31,680,000
21	JIBRIN MOHAMMED	Rice	15	2.2	33	900,000	29,700,000	29,700,000
	SUB TOTAL							
	WUCHI COMMUNITY 3							
S/N	AFFECTED PERSONS							

			LAND SIZE					
1	BASIRU SARKIN HAUSAWA	Rice	15	2.2	33	900,000	29,700,000	
		Hut	10			15,000	150,000	29,850,000
2	ALHAJI KABIRU	Rice	25	2.2	55	900,000	49,500,000	
		Solar panels	15			60,000	900,000	
		Generator	5			200,000	1,000,000	51,400,000
3	ALHAJI AMINU	Rice	10	2.2	22	900,000	19,800,000	
		Fertilizer	1		0	1,040,000	1,040,000	20,840,000
4	MALLAM MURTALA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
5	MALLAM YUSUFA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
6	MALLAM GARBA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
7	BABANGIDA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
8	NAZIRU NASIRU	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
9	YUNUSA	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
10	FATAHU	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
11	SALISU DANDARJE	Rice	10	2.2	22	900,000	19,800,000	19,800,000
12	NURA UMAR	Rice	10	2.2	22	900,000	19,800,000	19,800,000
13	NURA YUSUF	Rice	10	2.2	22	900,000	19,800,000	19,800,000
14	JANAIDU	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
15	SIDDI	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
16	ASHIRU KARAMI	Rice	10	2.2	22	900,000	19,800,000	19,800,000
17	ASHIRU BABBA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
18	SAMAILA SANI	Rice	15	2.2	33	900,000	29,700,000	
		Solar panels	6			60,000	360,000	
		Generator	2			200,000	400,000	30,460,000
19	MIKAILU YANGO	Rice	15	2.2	33	900,000	29,700,000	
		Solar panels	7			60,000	420,000	
		Generator	2			200,000	400,000	30,520,000
20	MAHARAZU	Rice	10	2.2	22	900,000	19,800,000	
		Solar panels	4			60,000	240,000	
		Generator	1			200,000	200,000	20,240,000
21	BADAMASI NAFIU	Rice	15	2.2	33	900,000	29,700,000	
		Solar panels	3			60,000	180,000	
		Generator	1			200,000	200,000	30,080,000
22	UMAR FAKAI	Rice	10	2.2	22	900,000	19,800,000	

		Solar panels	3			60,000	180,000	
		Generator	1			200,000	200,000	20,180,000
23	DAN HAJJA	Rice	15	2.2	33	900,000	29,700,000	29,700,000
24	YAHAYA MABAWA	Rice	15	2.2	33	900,000	29,700,000	29,700,000
25	ABUBAKAR FAKAI	Rice	10	2.2	22	900,000	19,800,000	19,800,000
26	AMINU GWADABAWA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
27	AMINU GAYE	Rice	10	2.2	22	900,000	19,800,000	
		Fertilizer	1		0	1,040,000	1,040,000	20,840,000
28	NAZIRU KAMSHI	Rice	10	2.2	22	900,000	19,800,000	
		Fertilizer	2		0	1,040,000	2,080,000	21,880,000
29	KASIMU ISHA	Rice	10	2.2	22	900,000	19,800,000	
		Power Tiller	1			700,000	700,000	20,500,000
30	ALIYU ABDULLAHI	Rice	7	2.2	15.4	900,000	13,860,000	
		Herbicide	1			112,000	112,000	13,972,000
31	SAMINU BAFAWA	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
32	LAUWALI KOSHIYA	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
33	IDRISA	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
34	KASIMU TSAMIYA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
35	SULAIMANU ARGUNGU	Rice	10	2.2	22	900,000	19,800,000	19,800,000
36	YAZIDU ARGUNGU	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
37	MALLAM SANI ARGUNGU	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
38	SHAMSU ARGUNGU	Rice	5	2.2	11	900,000	9,900,000	9,900,000
39	MALLAM GARBA	Rice	15	2.2	33	900,000	29,700,000	
		Hut	10			15,000	150,000	29,850,000
40	MALLAM BELLO	Rice	10	2.2	22	900,000	19,800,000	19,800,000
41	MUSTAPHA TSOHO	Rice	10	2.2	22	900,000	19,800,000	19,800,000
42	RUFA'I GANGA	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
43	ALHAJI AMINU	Rice	30	2.2	66	900,000	59,400,000	59,400,000
44	BILAL ARGUNGU	Rice	10	2.2	22	900,000	19,800,000	19,800,000
45	AHMADU ARGUNGU	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
46	HUSSAINI ARGUNGU	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
47	MALLAM YAKUBA AUGIE	Rice	20	2.2	44	900,000	39,600,000	
		Solar panels	12			60,000	720,000	
		Generator	4			200,000	800,000	41,120,000
48	ALYASA'U AUGIE	Rice	10	2.2	22	900,000	19,800,000	19,800,000
49	YUSUF TIGGI	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000

50	YALLO RAFAWA	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
51	BILYAMINU ARGUNGU	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
52	JAMILU KASIMU	Rice	5	2.2	11	900,000	9,900,000	9,900,000
53	CHIYAMAN SALISU	Rice	10	2.2	22	900,000	19,800,000	19,800,000
54	CHIYAMAN SALA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
55	ISSUHU LANTI	Rice	10	2.2	22	900,000	19,800,000	19,800,000
56	ISSUHU YUSUF	Rice	10	2.2	22	900,000	19,800,000	19,800,000
57	SURAJO MUSA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
58	HASAN MAIGUNBA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
59	SANI DAN RABI	Rice	5	2.2	11	900,000	9,900,000	9,900,000
60	DAUDA MANGA	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
61	IBRAHIM SABO	Rice	10	2.2	22	900,000	19,800,000	19,800,000
62	MAHARAZU SABO	Rice	5	2.2	11	900,000	9,900,000	9,900,000
63	HAMZA LIKITA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
64	SHAFI'U DAN SADA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
65	LABBO MURTALA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
66	ADAMU MAKKA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
67	ADAMU GADA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
68	IDI MAIKABA	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
69	IBRAHIM DANFULANI	Rice	5	2.2	11	900,000	9,900,000	9,900,000
70	SURAJO SALISU	Rice	10	2.2	22	900,000	19,800,000	19,800,000
71	SAIDU BANDADO	Rice	15	2.2	33	900,000	29,700,000	
		Fertilizer	1		0	1,040,000	1,040,000	30,740,000
72	BASHAR SANI	Rice	5	2.2	11	900,000	9,900,000	9,900,000
73	MANU MAULIDI	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
74	SALISU KARO	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
75	SULE MAITAIBA	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
76	HASKE	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
77	OLU	Rice	2	2.2	4.4	900,000	3,960,000	3,960,000
78	NASIRU SANI	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
79	MUHAMMADU ARGUNGU	Rice	2	2.2	4.4	900,000	3,960,000	3,960,000
80	DAN HAJIA	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
81	ABDULLAHI	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
82	DAN JUMMAI	Rice	2	2.2	4.4	900,000	3,960,000	3,960,000
83	AWWALU KURE	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
84	UMARU DAN ALLO	Rice	2	2.2	4.4	900,000	3,960,000	3,960,000
85	ALHAJI HARUNA	Rice	15	2.2	33	900,000	29,700,000	
		Fertilizer	0.5		0	1,040,000	520,000	30,220,000
86	MALLAM SHEHU	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000

87	SHA'AIBU	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
88	LABBO DAMEGUWA	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
89	DAUDUN IDI	Rice	10	2.2	22	900,000	19,800,000	19,800,000
90	ABDULLAHI DAN NARBA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
91	ADAMU DILLALI	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
92	MANU DAN DARE	Rice	10	2.2	22	900,000	19,800,000	19,800,000
93	NASURU MAIHOTO	Rice	10	2.2	22	900,000	19,800,000	19,800,000
94	HARUNA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
95	SALIHU LIKITA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
96	MUSTAPHA HALIRU	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
97	YAKUBU MAISURE	Rice	5	2.2	11	900,000	9,900,000	9,900,000
98	HASSAN MALASHANA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
99	MUSTAPHA AYI	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
100	ALHAJI HASSAN GOBIRAWA	Rice	15	2.2	33	900,000	29,700,000	
		Pond	2000		0	3,000	6,000,000	35,700,000
101	ALHAJI DANJIMMA	Rice	15	2.2	33	900,000	29,700,000	
		Fertilizer	1		0	1,040,000	1,040,000	30,740,000
102	HASHIMU LAINI	Rice	10	2.2	22	900,000	19,800,000	19,800,000
103	HAMIDU GURMU	Rice	10	2.2	22	900,000	19,800,000	19,800,000
104	YA'U LAINI	Rice	10	2.2	22	900,000	19,800,000	19,800,000
105	AUDU GOBIRAWA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
106	MUDDAHA GOBIRAWA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
107	BABANGIDA ARGUNGU	Rice	10	2.2	22	900,000	19,800,000	19,800,000
108	AMADU AHALI	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
109	ALHAJI YAKUBU ZAKIRU	Rice	10	2.2	22	900,000	19,800,000	19,800,000
110	BARRISTER BAKAWA	Rice	20	2.2	44	900,000	39,600,000	39,600,000
111	BALA GURMA ARGGUNGU	Rice	5	2.2	11	900,000	9,900,000	9,900,000
112	BASHIRU YAHAYA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
113	MURTALA UMAR ARGUNGU	Rice	5	2.2	11	900,000	9,900,000	9,900,000
114	AYUBA LAINI	Rice	5	2.2	11	900,000	9,900,000	9,900,000
115	MANU KOKO	Rice	10	2.2	22	900,000	19,800,000	19,800,000
116	UMAR SAWWA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
117	SANI MALANJE	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
118	TSALHA GOBIRAWA	Rice	10	2.2	22	900,000	19,800,000	19,800,000
119	MA'AZU GOBIRAWA	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
120	SANUSI ARGUNGU	Rice	2	2.2	4.4	900,000	3,960,000	3,960,000
121	DANASABE GWANDU	Rice	10	2.2	22	900,000	19,800,000	19,800,000

122	UMARU GAEDI	Rice	5	2.2	11	900,000	9,900,000	9,900,000
123	DANJUMA GWANDU	Rice	10	2.2	22	900,000	19,800,000	19,800,000
124	JAMILU ZAHIE	Rice	10	2.2	22	900,000	19,800,000	19,800,000
125	MAIKALA GWANDU	Rice	5	2.2	11	900,000	9,900,000	9,900,000
126	ANAS MAISHAGO	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
127	BALA GWANDU	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
128	KABIRU GWANDU	Rice	5	2.2	11	900,000	9,900,000	9,900,000
129	BABA HUSSAINI	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
130	ALHAJI BABBA	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
131	USMANU GWANDU	Rice	2	2.2	4.4	900,000	3,960,000	3,960,000
132	NASIRU MAISHAYI	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
133	BABA DAMO	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
134	BABA DANAYA	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
135	TIA GWANDU	Rice	2	2.2	4.4	900,000	3,960,000	3,960,000
136	AUWALU BATU	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
137	BABBAN ADDA'U KOKO	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
138	MUSTAPHA MASTEE	Rice	2	2.2	4.4	900,000	3,960,000	3,960,000
139	SARKI TANKO	Rice	5	2.2	11	900,000	9,900,000	9,900,000
140	BABA BABALA	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
141	BADAMASI ZAKIBA	Rice	2	2.2	4.4	900,000	3,960,000	3,960,000
142	KASIMU AISHAYI	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
143	NASIRU KASADA	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	SUB TOTAL							
	WUCHI COMMUNITY 4							
S/N	**AFFECTED PERSONS**		**LAND SIZE**					
1	DALHATU MUSA	Rice	5	2.2	11	900,000	9,900,000	9,900,000
2	ABU MUHAMMED	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
3	AMINU SANI	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
4	ABDULSALAMU ABUBAKAR	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
5	SHAMSUDINI ABUBAKAR	Rice	5	2.2	11	900,000	9,900,000	9,900,000
6	ASHIRU ABUBAKAR	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
7	ILIYA MOHAMMED	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
8	MA'AZAF MOHAMMED	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
9	YANUSA AHET	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
10	MURTALA MOHAMMED	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
11	SAMAILA MOHAMMED	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	SUB TOTAL							
	JAF FARM WUCHI							

N	AFFECTED PERSONS		LAND SIZE					
	JAF FARM 1	Rice	60	2.2	132	900,000	118,800,000	
		Solar panels	20			60,000	1,200,000	
		Generator	8			200,000	1,600,000	121,600,000
	JAF FARM 2	Rice	40	2.2	88	900,000	79,200,000	
		Fertilizer	5		0	1,040,000	5,200,000	84,400,000
	JAF FARM 3	Rice	31	2.2	68.2	900,000	61,380,000	
		Solar panels	17			60,000	1,020,000	
		Generator	6			200,000	1,200,000	63,600,000
	JAF FARM 4	Rice	15	2.2	33	900,000	29,700,000	
		Fertilizer	2		0	1,040,000	2,080,000	31,780,000
	JAF FARM 5	Rice	16	2.2	35.2	900,000	31,680,000	
		Hut	10			15,000	150,000	31,830,000
	JAF FARM 6	Rice	15	2.2	33	900,000	29,700,000	
		Herbicide	1			112,000	112,000	29,812,000
	JAF FARM 7	Rice	12	2.2	26.4	900,000	23,760,000	23,760,000
	JAF FARM 8	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
	JAF FARM 9	Rice	8	2.2	17.6	900,000	15,840,000	15,840,000
J	JAF FARM 10	Rice	12	2.2	26.4	900,000	23,760,000	
		Fertilizer	5		0	1,040,000	5,200,000	28,960,000
1	JAF FARM 11	Rice	12	2.2	26.4	900,000	23,760,000	
		Pond	1700		0	3,000	5,100,000	
		Solar panels	5			60,000	300,000	29,160,000
	SUB TOTAL							

GUZZAN COMMUNITY EDATI LGA, NIGER STATE

N	AFFECTED PERSONS		LAND SIZE					
	MUHAMMAD MANKO	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	MUHAMMAD MAJIN	Rice	5	2.2	11	900,000	9,900,000	9,900,000
	ABUBAKAR MOHAMMED	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	KUDU MOHAMMED NDAWODI	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	MOHAMMED ALHAJI JINPATA MOHAMMED	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	IDRIS MOHAMMED	Rice	5	2.2	11	900,000	9,900,000	9,900,000
	YUSUFU MOHAMMED	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	MOHAMMED KUDU MOHAMMED	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000

	DANLAMI MOHAMMED	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
	YAKUBU MOHAMMED	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	ALIYU MOHAMMED	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	ABUBAKAR MOHAMMED	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	GIMBA MOHAMMED	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	ALHASSAN MOHAMMED	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
	YUNUSA MOHAMMED	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	UMARU ALHAJI ADAMU	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	ISMAILA ALHAJI ADAMU	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	YUSUF USMAN	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	AHMED ISAH	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
	JIBRIN USMAN	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	HASSAN TAUHEED	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
	ADAMU MOHAMMED	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	ABDULLAHI TAUHEED	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	MOHAMMED USMAN YANDA	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	JIBRIN USMAN NDACHE	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	MOHAMMED AHAJI KUDU	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	MOHAMMED BABATSU TAKO	Rice	5	2.2	11	900,000	9,900,000	9,900,000
	ABDULLAHI KUDU MOHAMMED	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
	MOHAMMED ISAH NDACHE	Rice	6	2.2	13.2	900,000	11,880,000	11,880,000
	IBRAHIM NDAGI	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
	MOHAMMED KUDU ADAMU	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	MOHAMMED ALHAJIKO	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	MUSTAPHA ABDULLAHI	Rice	5	2.2	11	900,000	9,900,000	9,900,000
	ADAMU MOHAMMED	Rice	7	2.2	15.4	900,000	13,860,000	13,860,000
	HASSAN ABUBAKAR	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	ABUBAKAR SABA	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	AMINU MOHAMMED	Rice	5	2.2	11	900,000	9,900,000	9,900,000
	ALHAJI SWAKO	Rice	5	2.2	11	900,000	9,900,000	9,900,000
	JIBRIN ISAH DANLADE	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	ALHAJI ISAH	Rice	4	2.2	8.8	900,000	7,920,000	7,920,000
	MOHAMMED DANGANA	Rice	3	2.2	6.6	900,000	5,940,000	5,940,000
	KUDU EGWAPEPAYE	Rice	5	2.2	11	900,000	9,900,000	9,900,000
	GRAND TOTAL						5,150,000,000	5,150,000,000

4.0 VALUATION

4.1 Land and Buildings

4.1.1 Basis of Valuation: We have adopted market value basis of valuation.

4.1.2 Method of Valuation:

We have adopted **Replacement Cost** and **Comparison Method.** Details of our valuation computations are available in our office for professional inquiries.

4.1.3 Opinion of Value:

Market Value

We are of the well-considered professional opinion that the Market Value of the land herein appraised is in the region of **Five Billion, One Hundred and Fifty Million Naira Only (₦5,150,000,000:00).**

5.0 CONCLUSION

5.1 Limitations and Assumptions: We have prepared our valuation report based on the following assumptions:

(a) That all dimensions quoted were obtained from tape measurements and drawings made available to us by the client.

(b) That our opinions of value are in conformity with the definitions of Market Value.

(c) That any third party wishing to transact therewith would conduct the normal title search.

(d) That this report is for the use of the person to whom it is captioned and no responsibility is accepted to any third party for the whole or part of its content.

5.2 Caveat: in accordance with our practice standard, we must state that this valuation report is confidential to the addressee for the purpose for which it refers. It may however, be disclose to other professional advisers assisting in respect of the purpose only. **Dada Azhi & Company** is, therefore not liable to any third party for the whole content of this report or part (s). we further state that neither the whole, no any party of this report/valuation certificate or any reference thereto should be published in any way without written approval of the form and context it will appear if our opinion of value is to be disclosed to any party other than the addressee, our basis and method of valuation must be stated.

Yours faithfully,

ESV. Aaron A. Dada, *ANIVS, RSV*
Principal Partner
***for:* Dada Azhi & Company**

BABS AKINWUMI & CO.

Legal Practitioners, Arbitrators and Consultants

22nd May 2025.

The Principal Partner,
Levite Solicitors & Arbitrators
Block 15D, Salis Court, Efire Ilogun Street,
(Around Jabi Airport Junction)
Gwarinpa II, Abuja.

Attention: **Dayo G. Ashonibare Esq.**

Sir,

RE: LETTER OF DEMAND FOR COMPENSATION: LOSSES RESULTING FROM FLOODING CAUSED BY MAINSTREAM ENERGY SOLUTIONS LIMITED'S UNANNOUNCED RELEASE OF WATER FROM ITS DAM FACILITY WITHOUT ADEQUATE WARNING OR MITIGATION MEASURES

Your letter of 18th May 2025 on the above subject refers.

We are solicitors to Mainstream Energy Solutions Limited (MESL) and write this letter upon its instructions concerning your defamatory letter dated 1st March 2024 with the above title.

We write in response to your letter under reference, in which your client makes unsubstantiated allegations of negligence against our client.

It is our considered view that your client, in briefing you, either deliberately misrepresented the facts, acted based on speculation, or was unduly motivated by a desire to unjustly extract monetary compensation. Such conduct suggests either a willful intent to mislead or a desperate attempt to profit without cause.

We categorically state that our client bears no responsibility whatsoever for the unfortunate circumstances your client alleges. For the record, our client maintains the highest standards regarding safety and environmental

Partners: B.S. Akinwumi, LL.B; BL, **S. O. Akintububo** LL.M; BL, **Akintunde Adebayo,** LL.M (Aberdeen); BL, **Prof. O. Oluduro** (Consultant)

19 Uyo Crescent, Off Emeka Anyaoku Street, Area 11, Garki, Abuja, FCT.
+234 806 607 6070, +234 818 088 8844
babsakinwumi@yahoo.com, info@babsakinwumiandco.com, www.babsakinwumiandco.com

management and operates in strict adherence to all regulatory and compliance requirements.

The water discharge from our client's dam in January and April 2025 was carried out systematically and in full compliance with expert recommendations and industry best practices. These activities were also preceded by multiple public notices and sensitization campaigns aired on local radio and television stations in Niger State, ensuring adequate public awareness.

It is apparent that your client may have established their operations in a flood-prone area, contrary to state-issued directives advising against occupation or activity in such zones. Consequently, any loss allegedly suffered is self-inflicted and cannot be attributed to our client.

Furthermore, for your client's benefit, we emphasize that the River Niger spans approximately 4,180 kilometers, originating from the Guinea Highlands and flowing through several West African countries before reaching the Niger Delta. It is self-evident that our client cannot be held accountable for natural hydrological events occurring along such an extensive and transboundary watercourse, over which it has no control outside its operational jurisdiction.

It may also interest you to know that the Niger State Government has already engaged our client on this matter, and our client has duly responded with clarity and transparency.

In light of the above, we reiterate that our client cannot be held liable for the alleged flooding or for the grossly exaggerated claim of damage amounting to NGN 5,000,000,000.00 (Five Billion Naira) across two communities in Niger State.

We therefore advise your client to explore alternative avenues, as our client will not accept responsibility for losses it did not cause. Your demand consequently is misdirected to our client.

Finally, be advised that our client will vigorously pursue all available legal remedies to resist any attempt by any individual or group to malign its reputation or subject it to blackmail. Should defamatory or misleading

statements persist, we shall not hesitate to file a counterclaim for any damages arising from such conduct.

Accept please our utmost professional regards.

Yours faithfully,

B. S. Akinwumi Esq.
BABS AKINWUMI & Co.

LEVITE
SOLICITORS & ARBITRATORS

19th May, 2025

MAINSTREAM ENERGY SOLUTIONS LIMITED
RECEIVED
21 MAY 2025
Sign:

The Managing Director/CEO,
Mainstream Energy Solutions Ltd,
6 Yedseram Street, Off IBB Way,
Maitama FCT-Abuja

Sir,

LETTER OF DEMAND FOR COMPENSATION: LOSSES RESULTING FROM FLOODING CAUSED BY MAINSTREAM ENERGY SOLUTIONS LIMITED'S UNANNOUNCED RELEASE OF WATER FROM ITS DAM FACILITY WITHOUT ADEQUATE WARNING OR MITIGATION MEASURES

We act as Solicitors to **Wuchi Community of Mokwa Local Government and Guzan Community of Ndagi Local Government both** located in **Niger State, Nigeria** (hereinafter referred to as "Our Client") and write on their instruction and authority with respect to the above-referenced matter.

Our clients are indigenous dry-season farmers with extensive farmland in the aforementioned communities. They have designated **Abubakar Mohammed Maigada** as the representative of Guzan Community and **Muhammad Kudu** as the representative of Wuchi Community, as previously stated in respect of the above subject matter.

Our Clients have informed us of the following facts to which we verily believe same to be true and we wish to state as follows:

1. It is our clients brief that on multiple occasions, specifically in the first week of January 2025 and the last week of January 2025, your company discharged water from its dam into their communities without sufficient warning or appropriate mitigation measures. As a result, farmlands and properties suffered extensive damage due to severe flooding.

Block 15D, Salis Court, Efire Ileogun Street (Around Jabi Airport Junction) Gwarinpa II FCT-Abuja
08050402554
hello@leyitesolicitors.com levitesolicitors@gmail.com

2. That while the affected communities were still recovering from the prior act of negligence regarding the unannounced release of water from your dam/facility without adequate warning or mitigation measures and were preparing to harvest their crops in April 2025, your company, once again, discharged water on April 15, 2025, without any prior notice. This resulted in severe losses, including but not limited to **destruction of crops and farmland** and **loss of farming implements and equipment valued at approximately ₦5,000,000,000.00 (Five Billion Naira).** These losses have caused immense economic hardship and have significantly jeopardized the food security and overall well-being of the entire community.
3. Had the company exercised due diligence by providing sufficient warning and implementing appropriate mitigation measures, our clients would not have suffered such a substantial loss.
4. At this stage, we find it inconceivable that your company, fully aware of the devastating consequences of releasing such a large volume of water without prior notification or appropriate mitigation measures, still proceeded with the discharge. This reckless action directly resulted in immense destruction and significant losses suffered by our clients.

In light of the foregoing, we have the instructions of Our Client's to hereby **DEMAND** the immediate assessment and full compensation for all losses incurred. This will enable them to restore their livelihood and resume their farming activities without further delay.

TAKE NOTICE that if your company fails, refuse, ignore and/or neglect to as herein above demanded within the said (7) days, we shall be left with no option than to explore all legal remedy available to our client against your company.

Accept the assurances of our esteemed professional regards.

Yours faithfully,
For: Levite Soliciters & Arbitrators.

Dayo G. Ashonibare, Esq. LLM, ACIarb (UK)
Notary Public
Head of Practice/Managing Partner
08033661414

Block 15D, Salis Court, Efire Ilaogun Street (Around Jabi Airport Junction) Gwarinpa II FCT-Abuja
08050402554
hello@levitesolicitors.com levitesolicitors@gmail.com