

JOHN AIKPOKPO-MARTINS

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Yakubu Chonoko Maikyau, OON, SAN,
President, Nigerian Bar Association,
NBA National Secretariat,
Plot 1102, Mohammadu Buhari Way,
Central Business District,
Abuja.

Dear Mr. President,

**RE: OBTAINING BY FALSE PRETENCE AND NOTICE OF INTENTION TO
COMMENCE DISCIPLINARY ACTION BEFORE THE LEGAL
PRACTITIONERS' DISCIPLINARY COMMITTEE (LPDC)**

This is to confirm the receipt of your letter dated the 7th March, 2024 with respect to the above-mentioned matter. I must say that I felt a bit disappointed knowing the rationale upon which the letter is founded.

Be that as it may, I observed that the allegations in your letter are founded on an internal memo of the General Council of the Bar (a statutory body) of which you are not a member. I wonder therefore how you came in possession of same, seeing that the said letter of the Representatives of the Nigerian Bar Association to the General Council of the Bar, qualified as secret and/or official documents of a statutory body, to which non-members are not ordinarily privy to.

You may recall that at the meeting of the NBA-NEC which held in Jos, on the 29th of February, 2024, you had reason to address members of NEC on many issues concerning the Representatives of the NBA to the GCB. I am aware that the Representatives of the NBA to the General Council of the Bar have robustly addressed the misrepresentations contained in your address to members of NEC vide a letter dated the 9th of March, 2024 and addressed to the Annual General Meeting and the Trustees of the Association. Please find attached herewith a copy of the said letter for ease of reference. I wholly adopt and incorporated the said letter to my response herein.

Notwithstanding my said adoption and observation above, I will still proceed to respond to your letter which I dare say is full of false representations and/or deliberate skewing of facts to attain a less than noble intention thus;

1. The letter of the Representatives of the Nigerian Bar Association to the General Council of the Bar (hereinafter simply referred to as NBA Reps) dated the 24th November, 2023 which you referenced in paragraph 1 of your letter, was not written in my personal capacity. The letter was written for and on behalf of NBA Reps to the GCB. The said letter is an internal memo of the General Council of the Bar and thus, an official document of a statutory body governed by regulations on how same can be assessed and seen by non-members of that body.
2. A careful analysis of the said letter will show that there was no demand made either by myself or the NBA Reps in the said letter "to cover my expenses for the meeting of the GCB which I attended on 29, November, 2023". It is extremely unacceptable and dishonourable therefore to seek to input into the said letter what is not contained therein.
3. I contend that your allegation that I made a demand to cover my expenses for the meeting of the GCB I attended on the 29th November, 2023 is not only false, but indeed factually impossible for me to have made such a hare-brained demand in the first place. I contend further that it is not factual possible for me to have demanded for a refund/payment of expenses for a meeting I claimed to have "**attended on 29 November, 2023**" vide a letter dated the 24th November, 2023. If you had be more careful and in less haste to look closely, you would have discovered that the office of the Attorney General of the Federation received the said letter on the 27th Nov, 2023; that is 2 clear days before the meeting of the 29th November, 2023 took place. The pertinent puzzle is, how could John Aikpokpo-Martins have demanded vide a letter dated the 24th November, 2023 and received in the office of the Attorney-General of the Federation on the 27th November, 2023 for expenses incurred for a meeting that was yet to be held on the 29th November, 2023. Can a demand be paid for reimbursement of expenses incurred in futuro? Assuming, but not conceding that the NBA Reps were so dumb to have made such a demand for reimbursement for an event that was in the future, is the office of the Attorney-General of the Federation/secretariat of the GCB also that dumb to countenance such a demand and indeed reimburse the NBA Reps for a meeting that was in the future?
4. Mr. President Sir, it may interest you to know too that contrary to your misrepresentation in your said letter that I attended the GCB meeting held on the 29th November, 2023, I actually did not attend the said GCB meeting held on the 29th of November, 2023. How then could I have even demanded for a reimbursement of expenses for a meeting I did not even attend? Assuming but not conceding that I am stupid enough to make such a demand for reimbursement of a meeting that I did not attend, is

the office of the Attorney General/secretariat of the GCB that stupid to reimburse my expenses for a meeting that I did not attend? Sir, it is obvious that in a haste to hang John Aikpokpo-Martins, you mixed up the sequences and occurrences of the inner workings of the GCB.

5. Though I have adopted the official and robust response of the NBA Reps dated the 9th of March, 2024, I consider it germane to still categorically state herein that you indeed informed the NBA Reps to the GCB on the 9th of January, 2023 in your office at about 11pm that the NBA will not be responsible for the funding of the traveling and accommodation of NBA Reps to GCB meetings. It is saddening to note that a President of the Nigerian Bar Association would so trivially deny what he said on such an important policy issue. Indeed, it was the intervention of the 1st Vice President thereafter that made you grudgingly to concede paying for the flight tickets of the Representatives that came for the inaugural meeting of the GCB. That is why though the inaugural meeting was took place on the 9th of January, 2023, it took more than 5 months thereafter for the NBA Reps to get reimbursed! Since then, the NBA never reimbursed the Representatives for any expense and no demand had been made on the Association ever since.
6. In your letter under reference, you referred to the reimbursement made to me for my transportation expenses for appearing for the Association at the LPDC in the matter of the NBA against Adekunmi Ogunde. I really do wonder the nexus and connection between both circumstances. My understanding of how the NBA works and operates is that the NBA is not responsible for the expenses of its members representing the NBA in statutory bodies. NBA members serving in the Body of Benchers, National Human Rights Commission, Corporate Affairs Commission, National Judicial Council etc do not draw their expenses from the Association. Whereas, members serving or discharging duties for the Association for the benefit or promotion of the aims and objectives of the Association under the directives of the Association are entitled to be reimbursed for expenses incurred in executing such assignments. It was therefore not strange to me when you refused to fund the travelling and accommodation expenses of NBA Reps to the GCB. That indeed is the right thing to do. We must be courageous enough sir to stand by our convictions. I do not think that it is an honourable act to deny what you said in the presence of many other persons in your office on the 9th of January, 2023.
7. Furthermore, in your letter under reference, you sought to create the impression that the reimbursement made by the General Council of the Bar (which was N100,000 paid to all the NBA Reps to the GCB as official reimbursement for hotel accommodation expenses incurred for the GCB meeting which held on the 15th of May, 2023) was paid to only John Aikpokpo-Martins. For your information sir, the said N100,000 was paid to all NBA Reps to the GCB who attended the GCB meeting held on the 15th of May, 2023 in Abuja. Be further informed that the said reimbursement

was based on attendance and made by the secretariat of the General Council of the Bar presently domiciled in the office of the President of the General Council of the Bar as official reimbursement of the hotel accommodation expenses of the NBA Reps to the GCB incurred in attending Council meeting held on the 15th of May, 2023. The said reimbursement is an official act of the General Council of the Bar and not subject to inquiry by a non-member of the Council except the Auditor-General of the Federation.

8. It is therefore incongruous that you have now purportedly "directed" that a member of the General Council of the Bar (statutory body) should refund monies paid by the General Council of the Bar (a statutory body) to its member as reimbursement for hotel accommodation expenses incurred by the member in line with the internal regulations and rules of the General Council of the Bar in the course of undertaking official duties by the said member (my humble self). This demand is simply baffling and confounding, more so when the General Council of the Bar that paid the said money to its members has not made such a demand.
9. Mr. President, you also sought to create the impression that I, John Aikpokpo-Martins collected money from the office of the Attorney-General of the Federation/secretariat of the GCB after reimbursement by the NBA for the same expenses. This attempt to create this impression on the minds of many of our members, and which you succeeded to do at NEC is terribly saddening, frightening and unbecoming. For the records, the NBA reimbursed the Representatives for transportation expenses only for the inaugural meeting held on the 9th of January, 2023, whereas, the office of the Attorney General of the Federation/secretariat of the GCB reimbursed the Representatives for only the accommodation expenses for the meeting held on the 15th of May, 2023. Our flight expenses of more than N280,000 were NEVER reimbursed till date.
10. Mr. President Sir, I observed in your letter that you did not state whom I am to refund the monies to, is it the General Council of the Bar or the National Bar Association? Surprisingly too, in your said letter under reference you also omitted to provide the Bank account details which I am to pay the money into.

Mr. President, I must say that I am deeply saddened that you will seek to bully and/or blackmail me this vide this your letter simply because you have a misunderstanding with the Section on Public Interest and Development Law (SPIDEL) of which I am the chairman. Do you really think that this is good enough and expected of the very respected office of the President of the Nigerian Bar Association?

Finally and for the sake of clarity, be informed that I hereby reject in totality all your allegations of obtaining by false pretenses. I also reject the allegations of unethical, unprofessional conduct and gross misconduct concocted and contrived against my person in your letter with the sole aim of defaming my person simply because some of us will not cower in the face of impunity and abuse of power.

Be further informed that I hereby strongly advise that we tread carefully in order to protect the integrity of the very high office of the President of the Nigerian Bar Association and of the Association itself in the interest of all members of the Association.

Please be assured at all times of my best wishes.



JOHN AIKPOKPO -MARTINS.

Past Chairman, Warri branch,
Chairman, SPIDEL,
Past 1st Vice President.

