



arguments in all the briefs on this issue.

Learned counsel for the appellant contends that the banker-customer relationship between the respondent and Hon. Justice Kita Odiete Georgeman being a simple contract terminated upon the death of Hon. Justice Kita Odiete Georgeman on 1-8-2008, that therefore the respondent's contractual right to charge interest on the loan collected by Hon. Justice Kita Odiete Georgeman under that banker customer relationship ended with the termination of the contract and that therefore the Court of Appeal erred in law when it held that the banker customer contract and the banks contractual right to interest on the loan obtained under the banker customer relationship continues even after the death of the customer until the bank is formally

notified in writing of the death of the customer.

Learned Counsel for the respondent contended to the contrary that since the respondent is entitled to interest on the said loan, the decision of the Court of Appeal is correct in law.

Let me now determine the merits of these arguments.

Generally, the death of a customer of a bank brings to an end the banker-customer

relationship contract between that customer and the bank. However, the banker-customer relationship being primarily that of

a debtor creditor, an existing obligation to pay money under the contract and entitlement to be paid money under the contract survive the termination of the banker customer contract. Just as the obligation of a bank to pay interest on money standing to the credit of a customer in his or her account is not affected by the death of the customer and survives that death as part of his estate, the customer's obligation to pay periodic interest charges on loans or overdrafts applied for and obtained from the bank survive the death of the customer and becomes a debt on his or her estate. The agreement to pay interest on the loan subsists so long as the loan remains unpaid and the death of the debtor customer will not affect it. The accruing interest is money the bank is contractually entitled to be paid on the loan it gave the customer.

I think it is necessary to restate the nature

of the legal relationship that arises between a bank and its customer, when the customer applies for a loan from the bank and agrees to repay same on written

terms and conditions. In a situation such as this, the banker customer relationship is the primary contract that exists before the customer's application for loan. This primary contract is the platform on which the customer was able to apply for and secure the loan. The loan contract is contained in the application for the loan, the letter granting the loan and stating the terms and conditions of the loan, his acknowledgment of receipt of the letter and cheque by which he withdrew the loan sum. The acceptance

of the written terms and conditions for the grant of the loan brought into being a loan contract with a life of its own separate from the primary contract of banker customer. The death of the customer would not terminate the loan contract until the loan is fully repaid by his estate .

The Court of Appeal was wrong to have ordered interest charges to stop on 5-11-2008, when the respondent became aware of the death of its customer. Late Hon. Justice Kita Odiete Georgman, while the loan remain unpaid by the administrators of the estate that utilized the entire loan sum. Since there is no appeal complaining against that part of the decision of the Court of



Appeal that stopped interest charges after 5-11-2008, instead of allowing it till the loan was fully repaid in keeping with the loan contract, this Court will not interfere with it

For the foregoing reasons, I resolve this issue against the appellants.

On the whole, this appeal fails as it lacks merit. It is accordingly dismissed.

Judgment of the Court of Appeal is hereby affirmed.

JOHN INYANG OKORO, J.S.C. : I had a preview of the lead judgment just delivered by my learned brother Emmanuel Akomaye Agim, JSC. I agree with his reasoning and conclusion that the appeal is devoid of merit and should be dismissed.

The gist of the case which has led to this appeal is that the deceased, Hon. Justice

Kita Odiete Georgeman obtained a loan facility of Six Million Naira only (N6,000,000.00) from the respondent on 24th July, 2008. The interest accruable thereon was at the rate of 18% per annum. She died a few days after the grant upon which these appellants applied for an obtained customary letter of Administration over the estate of their late mother. The said letter of Administration covered a total sum of N15,372,668.97 realized from the

deceased accounts with First Bank of Nigeria Plc. The appellants used part of the money for the funeral of their late mother and distributed the remainder to the beneficiaries of the estate of the deceased

without defraying the indebtedness of their mother to the respondent.

Admitted that the properties of the deceased to be administered by an administrator or administratrix of the estate are usually clearly spelt out or covered by the grant of letter of Administration, howbeit, the powers conferrable on an Administrator by a letter of Administration are wide. It includes the power to hold the real estate as a trustee and also to bear the liabilities of the estate. See Folarin Vs. Agusto, (2023) LPELR-59945 (SC); Amobi vs. Ntagwu, (2014)2 NWLR (Pt.1392) 570; Kolade & Ors. vs. Ogunfokun, (2017) LPELR - 48001 (SC); Jeddo & Anor. vs. Imiko, (1972) LPELR - 1599 (SC) .

In this case, it is incontestable that the Hon. Justice Kita Odiete Georgeman was indebted to the Respondent while she was alive. Upon

her death, the debt automatically transferred to her estate. The Court of Appeal was on firm ground holding the Appellants to account in this case. The

respondent's appeal to the Court below was rightly allowed.

In view of the above, this appeal is hereby dismissed for lack of merit. I also affirm the judgment of the Court of Appeal delivered on 6th March, 2015.

Appeal Dismissed.

UWANI MUSA ABBA A.J.L. J.S.C. : My learned brother, Emmanuel Akomaye Agim, JSC, privileged me with the draft judgment just

delivered.

This appeal arose from the indebtedness of late Hon. Justice Kita Odiete Georgeman to the respondent. Indeed, the loan succeeds the death of the customer and his estate or other properties must be used to liquidate the loan or debt.

The reasoned and erudite conclusion of my learned brother is impeccable. I concur to it as my contribution in this appeal.

Appeal is dismissed.

IBRAHIM MOHAMMED MUSA SAULAWA,

J.S.C. : Having read in draft, before now, the judgment just delivered by my learned brother, the Hon. Justice E.A. Agim, JSC, I cannot but concur with the reasoning reached therein to the conclusive effect that the instant appeal grossly lacks merits.

Hence, it's my privilege to adopt the said reasoning and conclusion reached in the judgment as mine in

dismissing the appeal for lacking in merits.
Appeal Dismissed.

TIJANI ABUBAKAR, J.S.C. : My learned brother, AGIM JSC granted me the privilege of reading in draft, the leading judgment just delivered. I totally agree that the appeal is lacking in merit and deserves to be dismissed, it is hereby dismissed by me, I also affirm the judgment of the lower Court.
Appeal dismissed.

Appearances:

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For Respondent(s)