OFIANYI CHAMBERS NEWSLETTER. VOL. 3

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EDITOR'S CABIN.

Welcome to the 3rd edition of our NEWSLETTER for the year 2021. In this exciting edition, you will read articles from well researched topics that are prime at this very time. We are pleased to present to you, research analysis on topics ranging from: Challenging Wrong Decision of Tribunals to Why Ports Concession Has Not Added Value to Business

This edition is a 'must read', as it also features tips on success in business "the 10 Commandments for Success in Business".

Enjoy!

Editor- in- Chief: Ruth Abanum Esq.

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CHALLENGING WRONG DECISIONS OF TRIBUNALS

THE NORTHUMBERLAND CASE

Thirty years ago, departmental tribunals were proliferating.

Governments were creating several tribunals for various matters. The Judges had no control over a Tribunal, so long as it acted within its jurisdiction! A Tribunal might go completely wrong in law. It might go utterly wrong in fact. The error, however grave, could not be questioned. This was the position of law for several years. It was usually said: "if the Tribunal had jurisdiction to decide the case rightly: so also it had jurisdiction to decide it wrongly". This position created some inherent difficulties for the early English Courts in the administration of justice.

The Northumberland case

The Northumberland case was one of the cases in old English law which clearly question the logicality of the finality of the decisions of parliamentary tribunals. The case related to the Northumberland Compensation Appeal Tribunal. Upon the setting up of the National Health Service, a clerk, Mr. Shaw, had been made redundant. As a result, he became entitled to compensation, to be determined by a Compensation Tribunal. The members of the Tribunal gave him far too little! They went wrong in construing the very complicated regulations about compensation. They had made an error of law. But at that time, everyone thought that the High Court could not correct the error. Lord Denning in considering the matter stated:

is quite another thing to say that the King's Bench can intervene when a tribunal makes a mistake of law. A tribunal may often decide a point of law wrongly whilst keeping well within its jurisdiction. If it does so, can the King's Bench intervene? …The Court of King's Bench has from very early times exercised control over the orders of statutory tribunals, just as it has done over the orders of justices. The earliest instances that I have found are the orders of the Commissioners of Sewers, who were set up by statute in 1532 to see to the repairs of sea walls and so forth. The Court of King's Bench used on certiorari to quash the orders of the commissioners for errors on the face of them, such as when they failed to set out the facts necessary to show that they had jurisdiction in the matter, or when they contained some error in point of law. It is recorded that on one celebrated occasion the commissioners refused to obey a certiorari issued out of

the King's Bench, and for this the whole body of them were "laid by the heels"

REFERENCES

LORD DENNING, THE DISCIPLINE OF LAW. BUTTERWORTHS, 1979

……. Oliver Omoredia (Associate, Jean Chiazor& Co.)

JUDICIAL INTERVENTION IN THE FACE OF OUSTER CLAUSES

Ouster clauses are provisions in statutes that take away or purport to take away the jurisdiction of a competent Court of law. It denies the Court the ability to adjudicate upon matters relating to the particular causes to which the ouster clauses relate. In Nigeria, ***SECTION 4(8) OF THE CONSTITUTION OF THE FEDERAL REPUBLIC OF NIGERIA 1999 (AS AMENDED)*** provides that neither the National Assembly, nor State Houses of Assembly shall enact, or purport to enact, any law that ousts, or purports to ousts, the jurisdiction of the Courts.

Historically, the use of ouster clauses has often come as a reaction from the legislative arm of government to the increasing powers of the Courts in respect of judicial review of certain disputes, and legislations. Hence, ouster clauses have remained a constant part of Nigerian law either when promulgated by Decrees, or enacted by Act of Parliament. However, do the mere presence of ouster clauses terminate a Court's power to consider the causes to which such ouster clauses apply?

OUSTER CLAUSES VS JURISDICTIONAL LIMITATON

A conceptual analysis of ouster clauses reveals that the purport of such clauses is to restrict the jurisdiction of the Court, i.e. to restrain the Courts from entertaining certain actions, by virtue of the limitation imposed by such clauses. Due to the distrust shrouding most incidences of the legislative use of ouster clauses, it often viewed that ouster clauses are negative instruments, intended to curtail judicial powers.

Indeed, if ouster clauses are to be considered strictly as clauses which take away the jurisdiction of the Courts, is every limitation to a Court's jurisdiction some form of ouster clause? For instance, does ***SECTION 251 OF THE CONSTITUTION OF THE FEDERAL REPUBLIC OF NIGERIA 1999 (AS AMENDED)***, which vests the Federal High Court with exclusive jurisdiction on matters under the section, operate as an ouster on other Courts in respect of those matters?

In determining the above question, it is important to distinguish between jurisdictional limitation and ouster clauses. For ouster clauses, the Courts are vested by law with the jurisdiction over the particular cause of action, but certain subsequent enactment, contains provisions that exclude the Court's exercise of such jurisdiction. In jurisdictional limitation however, the Court does not *ipso facto* have the jurisdiction conferred on it by law. It is also worthy of mention that a provision of law which stipulates a condition precedent to a Court's exercise of jurisdiction does not operate as an ouster of the Court's jurisdiction.

In **AG OF THE FEDERATION & ORS V. SODE & ORS (1990)**

LPELR-601 (SC) the Nigerian Supreme Court stated:

> ***"The purport of ouster provisions in decrees is clear, that is, no court or tribunal should look into the matter the courts are so prevented from looking into. This is the peculiarity of the military regime, which make the constitution subjected to their decrees. The original source of jurisdiction is the constitution itself: but when a military regime by a decree promulgated ousts the jurisdiction of courts or tribunals in any subject matter as provided by the constitution or any other law, the decree must be followed."***

OUSTER CLAUSES & JUDICIAL INTERVENTIONS

While ouster clauses are generally legislative instruments which are binding on the Courts, the interest of justice requires that the Courts are not handicapped! Hence, the Courts have often considered the ouster clauses as clauses which, to some extent, can be interpreted by the Courts whose jurisdiction is sought to be ousted!

A cue on the approach of the Court can be gleaned from Lord Denning's book "The Discipline of the Law". In the book, the Learned Jurist, commenting on a decision in ***Pearlman v. Governors of Harrow School,*** noted:

> ***There was an 'ouster clause' in the Statute…It said: No judgment or order of any judge of County Courts, nor any proceedings brought before him or pending in his Court shall be removed by***

> ***appeal, motion, certiorari or otherwise into any other Court whatsoever'. As to this clause I said that 'It does not exclude the power of the High Court to issue certiorari for absence of jurisdiction. It has been held that certiorari will issue to a County Court judge if he acts without jurisdiction in the matter.***

Hence, the Court's usual intervention on ouster clauses has been premised on the logic that it requires judicial review to determine if an ouster clause operates to ousts the jurisdiction of the Court. Therefore, the Court must determine the validity of an ouster clause on the Court's jurisdiction, for it to so operate. This approach has preserved the relevance of the Court; in the face of the legislative attempt to exclude it.

In the Case of **Onyeanusi v. Miscellaneous Offences Tribunal (2002) LPELR-2066 (SC)** the Nigerian Supreme Court, supporting this view stated:

> ***Ouster clauses have a long history. Among the earliest causes is R. Plow right (1686) 3 Mod. 94. A Statute imposed a tax on chimneys and empowered the Justices of Peace, in the case of dispute, "to hear and finally determine the matter". On an application for writ of certiorari the court held that the absence in the statute of a reference to certiorari did not mean that the remedy by way of certiorari had been excluded. The courts have been consistent in their disapproval of attempts by the legislature to ousts the jurisdiction or curtail their jurisdiction. See. Oramv. Breary (1877) 2 EX D 346..."***

In is noteworthy that the Court's intervention, in the face of ouster clauses, will usually be restricted to a review of the validity of the ouster clauses, rather than the cause, against which its jurisdiction was ousted. In **SOUTHEAST ASIA FIRE BRICKS SDN BHD V. NON METALIC MINERAL PRODUCTS & AMP (1981) AC 363**, the Court was faced with the interpretation of Section 29 (3)(a) of the Industrial Relations Act, 1967 which provided that an award by the industrial court shall be final and conclusive and no award shall be challenged, appealed against, reviewed, quashed or called in question in any court of law. An application was made by a Company for an order of certiorari to quash an award on the grounds of error of law on the face of the record, and it was granted by the High Court. On appeal, the Privy Council viewed that the provisions Of Section 29(3)(a) ousted the jurisdiction to quash an order of the industrial court on the grounds of error in law. However, the provision could not exclude the jurisdiction of the High Court to review the decision of the industrial court, if it exceeded its jurisdiction.

Another form of judicial intervention of the Nigerian Court has been to interpret the provisions of ouster clauses narrowly. As the Court of Appeal put it in **TYONZUGHUL V. AG BENUE STATE & ORS (2004) LPELR-7359 (CA)**,

> ***"The law is well settled, that an act is not immune from being litigated upon simply because, ex-facie, the offending act is said to have been done under an enabling Decree or Act. To take cover under the sting of the Decree***

> ***or Act which ousts the jurisdiction of the Courts, it must be transparently shown that the offending act has been actually done under the Act.***
>
> ***the duty of the Court to examine closely whether the executive act is 'done actually under the provision of the law'.***

CONCLUSION

While the Courts have historically found its place in the in the face of ouster clauses, it must be noted that ouster clauses remain potent legislative tools for restricting the adjudicatory powers of the Courts. However, as **Achike JCA** noted in the case of **OBI EBO V. NIGERIAN TELEVISION AUTHORITY (1996) 4 NWLR (PT. 442) 314 AT 330 – 331**,

> ***"…it is the responsibility of a serious legal practitioner to painstakingly find faults with the executive's exercise of rights covered by ouster clause provisions under any legislation, be it in a Decree, statute, Constitution, or law, and the rest of the problem is squarely within***

REFERENCES

1. ***THE CONSTITUTION OF THE FEDERAL REPUBLIC OF NIGERIA 1999 (AS AMENDED)***
2. **AG OF THE FEDERATION & ORS V. SODE & ORS (1990) LPELR-601 (SC)**
3. **ONYEANUSI V. MISCELLANEOUS OFFENCES TRIBUNAL (2002) LPELR-2066 (SC)**
4. **SOUTH EAST ASIA FIRE BRICKS SDN BHD V. NON METALIC MINERAL PRODUCTS & AMP (1981) AC 363**
5. **TYONZUGHUL V. AG BENUE STATE & ORS (2004) LPELR-7359 (CA)**
6. **OBI EBO V. NIGERIAN TELEVISION**

AUTHORITY (1996) 4 NWLR (PT. 442) 314 AT 330 – 331

7. **LORD DENNING, THE DISCIPLINE OF LAW. BUTTERWORTHS, 1979**

…… Oliver Omoredia (Associate, Jean Chiazor& Co.)

INTERPRETATION OF INTERNATIONAL CONVENTIONS

Today, the World is more interconnected than ever before. With this interconnectivity, international law has been strengthened to address cross border problems, structure cross border businesses and encourage inter-country trade. The necessary implication is that obligations are created between Sovereign States by the principle of contract through which States voluntarily concede to be parties to International Conventions. The challenge arises where the municipal Courts of State parties are called to interpret these International Conventions in tandem with the intentions of the international community who are signatories to and perhaps have ratified them! Should such International Conventions when domesticated by a ratification process, be interpreted in line with the intentions of the international community which considered them necessary? Or should they, as domestic laws, be considered with a narrower lens which restricts their meaning to the intentions of the State legislature who ratified them?

INTERNATIONAL CONVENTIONS VS NIGERIAN LAW

In its most common use sense, an International Convention is an international agreement establishing mutual rights and obligations of the States that have ratified it. As a rule however, the

term "International Convention" is applied to an agreement regulating a particular sphere of relations between States.

The object of an International Convention is to provide a uniform international code in the areas it covers. In the Nigerian case of **Cameroon Airlines v. Otutuizu**[1], Rhodes-Vivour, J.S.C (As he then was), of the Nigerian Supreme Court, noted that "all countries that are signatories to it [International Conventions] apply it without recourse to their respective domestic law". Again, the Supreme Court of Nigeria in **Harka Air Services(Nig.) Limited v. Keazor Esq**.[2]noted that International Conventions are compromised principles which the High Contracting States have submitted to be bound by the provisions of. The Court viewed that:

> *"They are therefore an autonomous body of law whose terms and provisions are above domestic legislation. Thus, any domestic legislation in conflict with the Convention is void".*

On the other hand, **Section 12 of the Constitution of the Federal Republic of Nigeria 1999 Constitution (As Amended),** provides for a ratification process by the Nigerian Federal Legislative House before a Treaty can become enforceable within the Nigerian territory. The section provides:

> ***12.(1) No treaty between the Federation and any other country shall have the force of law to the extent to which any such treaty has been enacted into law by the National Assembly.***

[1](2011) 4 NWLR (pt. 1238) 512
[2](2011) 6 KLR (Pt.298) 1771

A BETTER APPROACH?

While the approach of the Nigerian Courts has been to give ratified International Conventions a preferential status as domestic law, what really should the interpretation principle be? Should International Conventions be interpreted with the exact same principles for interpreting domestic statutes, or should they be treated despite their domestication, be considered in the context of the wider international considerations and circumstances which led to its existence? If there is no set basis which confines the interpretation of International Conventions within certain bounds, would it not be absurd for different interpretative approaches to lead to contradictory outcomes in the municipal Courts of each Member State?

Lord Denning, in his book *The Discipline of Law*[3], gives an insight on his approach around this dilemma in construing International Conventions. In his words:

> *"They adopt a method which they call in English by strange words – at any rate they were strange to me – the "schematic and teleological" method of interpretation. It is not really so alarming as it sounds. All it means is that the judges do not go by the literal meaning of words or by the grammatical structure of the sentence. They go by the design or purpose which lies behind it…In interpreting the Treaty of Rome (which is part of our law), you should do as Rome does…* ***We should interpret it in the same spirit and by the same methods as the judges of other countries do. So as to obtain a uniform result."***

The approach of the Learned Jurist whilst appealing to logic, poses practical problems for Nigerian

[3] Lord Denning, *"Command of language"*. The Discipline of Law. Butterworths, 1979 pp. 05

Courts. Should the voyage of interpretation take our courts to "Rome" in a bid to find the intended purpose and application in other member States, or should the Nigerian Courts look for the intention of its own legislators who passed the law domesticating the International Convention and give meaning to their purpose? Again, should the Nigerian Courts commence its own distinct interpretation when there exists judicial guides from other jurisdiction on the subject of interpretation of the same or similar Conventions?

The answers to these questions are not easy to submit upon. It will indeed require a consideration of several factors including the distinctions our local legislators made in the ratification process. If the Nigerian legislature, in ratifying an International Convention sufficiently remodeled the Convention to suit our localized purpose, then that intention should not be circumvented by a foray to the intention in the International Community. Where however, the remodeling process, seeks to render nugatory the purpose of the Convention being ratified and makes the claimed ratification an attempt to "play to the gallery", the Nigerian Courts should be enjoined to look at the intention behind the Convention and give meaning to same.

In any case, interpretation of International

Conventions require more than giving literal interpretation to the letters and wordings of the Convention. It requires giving life to the Convention, by deploying creative interpretation tools to give it life and limbs.

IN CONCLUSION

It is humbly viewed that the Courts must in the instance of interpreting International Conventions, give life to the

Several considerations which birthed the Conventions in the first place. Only in doing so will the courts give meaning to the provisions of the Conventions in a manner which does not become absurd and against the intention of the Convention. In doing this, the approach is not **'a one cap fits all'** approach, but a deployment of a number of approaches will be required to find a proper balance between the intention behind the Convention and State's interest as a signatory.

REFERENCES

Cameroon Airlines v. Otutuizu (2011) 4 NWLR (pt. 1238) 512

Harka Air Services (Nig.) Limited v. Keazor Esq(2011) 6 KLR (Pt.298) 1771

Constitution of the Federal Republic of Nigeria 1999

Constitution (As Amended)

Lord Denning, "Command of language". The Discipline of Law

…… Oliver Omoredia (Associate, Jean Chiazor& Co.)

THE USE OF INFORMATION COMMUNICATION TECHNOLOGY (ICT) FOR PORT ACCESS

Introduction

How ETO works

Benefits of ETO (ICT.)

Limitations

Conclusion

INTRODUCTION

The revolution in the shipping industry is fast-growing and Ports are dynamically required to constantly innovate and evolve. Ports need to become not only smarter, but to implement more

efficient, sustainable, and safer operations also interconnect with each other. This article reviews the use of ICT for ports access, boost the performance of intermodal transport chains, overall quality of the services offered and secure management of port operations among the operators. The driving idea is to move from a non-integrated and manual management and control system of port events and flows, to a common and connected ICT system.

Nigeria as a developing country has also developed its use of ICT at the Ports. For Port access, the initiative considered was to be Hadiza Bala-Usman's **'E.T.O's initiative**. It has been of great benefit to the Ports and ordinary citizens operating there. The roads leading to the two Nigerian ports in Lagos have been a lingering source of heartache and nightmare for many years. Businesses have had to relocate from that part of the city for that very reason and residents recount horrible stories of traffic gridlock, mental health stress and the destruction of a neighborhood that used to be a highly regarded commercial hub.

The Nigerian Ports Authority, NPA, announced the launch of E.T.O, an Electronic Truck call-up system designed for the management of truck movement and access to and from the Lagos Ports Complex and the Tin Can Island Ports, Apapa, Lagos.

How ETO works

The Nigerian Ports Authority had released a statement that *a*ll trucks doing business at the Ports will be required to park at the approved truck parks until they are called up into the port through the ETO system. The ETO has been responsible for the scheduling, entry & exit of all trucks into the ports and effective since 27 Feb. 2021.

NPA urged all truck drivers and owners to download the app or sign up for the system online at http://eto.ttp.com.ng befo re the commencement date, to enable them register accordingly.

Benefits of ETO (ICT.)

The Maritime industry has had a long tradition of continuously adopting and adapting to new technologies. However, the advancement in ICT systems enable more data to be collected, analyzed and integrated into the decision making process at all levels. This digital transformation has profoundly impacted shipping by creating a more connected, integrated and efficient industry.

Limitations

- Bad Road Network
- High cost of internet
- Human imperfection

Conclusion:

The use of ICT in port services and operations is very important in the face of our changing world, post COVID-19. It will reduce the contact of people and also increase the effectiveness and efficiency in the port.

References:

1. https://nigerianports.gov.ng/2021/02/23/npa-truck-e-call-up-takes-off/

2. Premium Times (Friday July 2, 2021)
3. Money Management Series Plus Vol.11 No. 25 Monday June 28

…….. Ajogu Kelechi (Jean Chiazor & Co.)

WHY PORTS CONCESSION HAS NOT ADDED VALUE TO BUSINESS

Introduction

Objectives of Privatization and Concessions

Conclusion

Introduction

Concessions are widely used in the port sector. A port concession is a contract in which a government transfers operating rights to a private enterprise, which then engages in an activity conditional on government approval and subject to the terms of the contract. The contract may include the rehabilitation or construction of infrastructure by the concessionaire.

Concession agreements are often developed as part of a Build Operate Transfer (BOT) scheme and represents specific agreements between a Government or Port Authority and a Special Purpose Company (SPC) established by the concessionaire to carry out construction and operation of a port development project. Under concessions, the ultimate ownership of the affected asset is retained by the National or Local Government, or by the Port Authority. At the same time, part of the commercial risks of providing and operating the assets are transferred to a private concessionaire.

The **Nigerian Ports Authority** (*NPA*) is a Federal Government Agency that governs and operates the ports of Nigeria. The major ports controlled by the NPA

include: the Lagos Port Complex and Tin Can Island Port in Lagos; Calabar Port, Delta Port, Rivers Port at Port Harcourt and Onne Port. Operations of the NPA are carried out in affiliation with the Presidency and the Nigerian Shippers' Council. The Head office of the Nigerian Ports Authority is located in Marina, Lagos.

With the concession programme of the Federal Government, which is aimed at promoting efficiency through public and private partnership, the Nigerian Ports, have since 2005, been

concessioned.

Objectives of Privatization and Concessions

The most common aim behind a port seeking to bring in the private sector is to increase efficiency and consequently to lower port's cost, expand trade as a specific aim of privatization and reduce the cost of investment to the public sector.

Other reasons may be to obtain management know how and increase the speed of developing new terminals, complying with ports and harbor legislations, to develop a public-private partnership, and increase port revenues.

Port concession initiative was to reduce the cost of doing business in Nigeria Ports, create efficiency and increase productivity. However, today, Nigeria Ports still remain one of the most expensive Ports in the world, and a lot of bottleneck approach can be seen in the port. Nigerian Shippers' Council has the legal backup being the Port Economic Regulatory body. The big question is: 'has **Nigerian Shippers' Council been able to regulate the Port?'**Shippers still complain of high charges of shipping and multi charges of shipping. We must note that the major problem of Port concession is Leadership; where the heads of Government Agencies do not want to lose their jobs because of the big players in the industries.

Conclusion:

Port concession has not added much value to Nigerian Ports operations, as Nigerian Ports have remained noncompetitive. This initiative should therefore be reviewed and strictly scrutinized for the actualization of the said laudable objective.

References:

1. Money Management Series Plus Vol.11 No. 25 Monday June 28
2. https://www.portstrategy.com/news101/port-operations/planning-and-design/hfw-concessions#:~:text=A%20port%20concession%20is%20a,of%20infrastructure%20by%20the%20conc

……Ajogu Kelechi (Jean Chiazor & Co.)

African Union Commission (AUC) Set to Renew MOU with WIMAFRICA.

At the African Day of Seas and Oceans(2021 Edition), which held virtually on the 6TH day of August 2021, Ambassador Sako of the Blue Economy Department of the African Union Commission (AUC), who chaired the panel at a webinar, publicly announced that the AUC will renew the MOU with WIMAFRICA which expired early August this year. The conference dealt with the sustainability of the Blue Economy, identifying its challenges and best practices obtainable. The guest speaker at the event was yours truly, **Principal Counsel of Jean Chiazor & Co,** Mrs. Jean ChiazorAnishere.SAN, who

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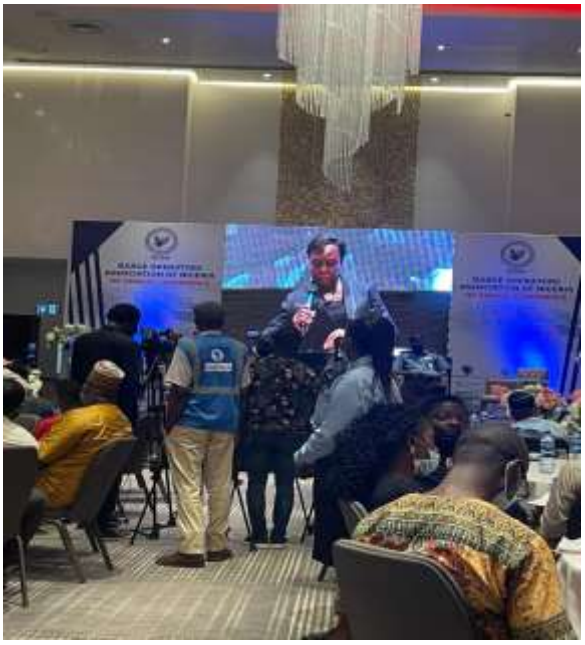
incidentally, is the current President of WIMAFRICA (AFRICAN WOMEN IN MARITIME).



Barge Operators Association of Nigeria (BOAN) Held Its 1st Annual Conference in Lagos on 24 August, 2021.

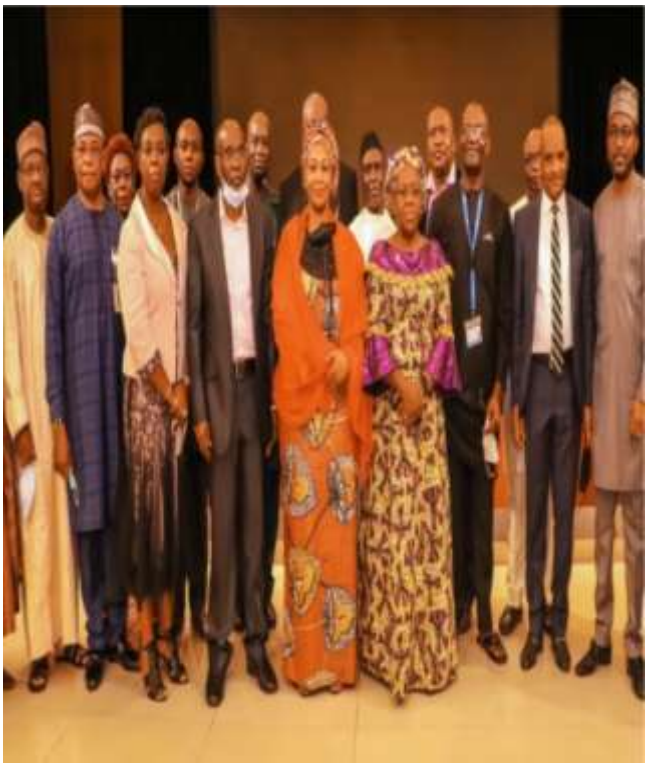
BOAN Held its 1st Annual Conference on 24 August 2021 at the Marriot Hotel, Ikeja GRA Lagos. The conference was huge. The theme of the conference was **"Barge Operators As a Panacea for Port Congestion: Benefit for the Nation Under Africa Continental Free Trade Area Agreement(AFCFTA)**". At the

conference, an Award was presented to Mrs. Jean Chiazor Anishere SAN, for her outstanding contributions and immense support to the Barge Industry.

Sustainability Summit 2021 holds virtually on the 21-23 September 2021, with the theme- ***Reflecting on a Sustainable Future!***

Ministerial Retreat for Ministry of Transportation held in Lagos on 6 August, 2021.

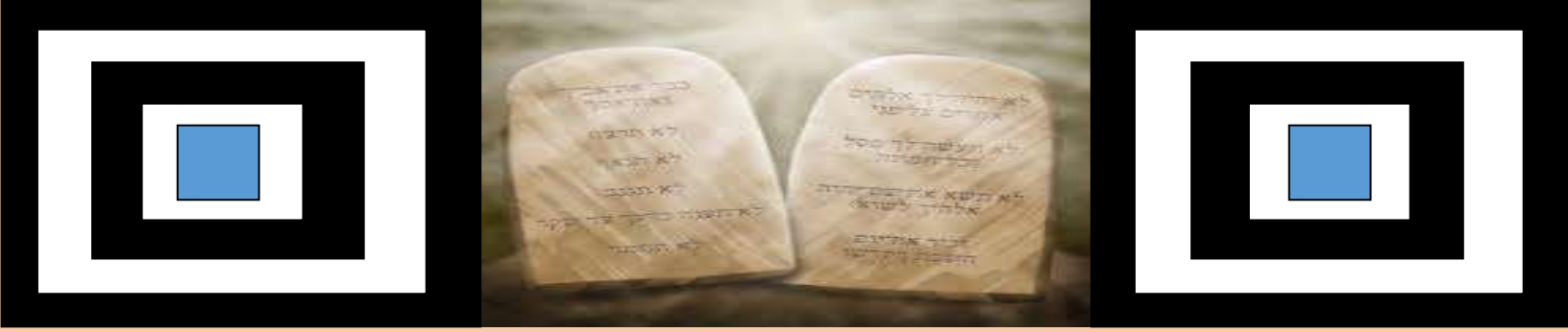
Theme: ***Sustainable Maritime Transportation: Achieving the Medium Term Plan 2021-2025 Milestones.***



R-L: Acting Managing Director, Nigerian Ports Authority (NPA), Mohammed Bello-Koko; Director-General, Nigerian Maritime Administration and Safety Agency (NIMASA), Dr Bashir Jamoh; Executive Secretary, Nigerian

Shippers' Council (NSC), Emmanuel Jime; Permanent Secretary, Federal Ministry of Transportation, Dr. Magdalene Ajani; Minister of State for Transportation, Senator Gbemisola Saraki, one of the speakers at the retreat, Mrs. Jean Chiazor Anishere. SAN. and other Stakeholders at the Ministerial retreat organized by the Federal Ministry of Transportation and the Transport Planning And Coordination, at the Oriental Hotel in Victoria-Island, Lagos, on the 6th Day of August,2021.

The "Ten Commandments" for Success in Business



THE TEN COMMANDMENTS FOR SUCCESS IN BUSINESS

1) THOU MUST NOT PROCRASTINATE

When you own a small business, you will find that tasks and paperwork pile up on your desk. Putting them off is like piling up debt; eventually they could overwhelm you. Work as if you are still reporting to a boss.

2) THOU MUST NOT IGNORE COMPETITION

Consumer loyalty has declined sharply in recent years. Monitor your competitors, and be ashamed to their best ideas (but ensure you are not violating patent law) Better yet, devote enough time for research into new methods, products or services for your firm.

3) THOU MUST NOT ENGAGE IN SLOPPY MARKETING

Contrary to the popular cliche, few products or services "sell themselves." If you don't have time to market your products effectively, hire an experienced person to do it. Marketing keeps your products selling and money flowing into your business.

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4) **THOU MUST NOT IGNORE CUSTOMERS NEEDS**

Once you attract customers, you will have to work hard to keep them. If you don't follow through with your customers, they will find someone who will. Most businesses focus a lot on Customers at start up, but as the business grows, customers slide down on their priority slide. This is a recipe for disaster.

5) **THOU MUST NOT HIRE OR KEEP INCOMPETENT STAFF**

Hire only workers who are essential to your Operations. Train your staff and remember happy employees make good workers - try to create a work environment that keeps your staff happy and motivated. Merit should be the sole and exclusive consideration for prospective staff. Do away with sentiments of my family member, my church member, relative of a friend etc. Beware!

6) **THOU MUST NOT BE MONO- SKILLED**

You may be great at making hats or painting houses or fixing computers, but that's not enough to make your millinery shop or house painting business or computer consultancy successful. Successful business owners tend to be adept at number of tasks.

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7) **THOU MUST MAKE GOOD CASH FLOW**

Ensure you make good cash flow projections that will help you decide how much you can afford to spend and warn you of impending trouble. Always remember, turnover is vanity, profit is sanity and cash is reality.

8) **THOU MUST AVOID THE WILDERNESS**

Even the best restaurant or retail store will fail in the wrong location. Why should you site a fast food joint in a rural area with low income earners and ageing population? Why should you set up a business to provide swimming instructions to a riverine population? If you are in the desert, relocate to Jericho.

9) **THOU MUST NOT HAVE TUNNEL VISION**

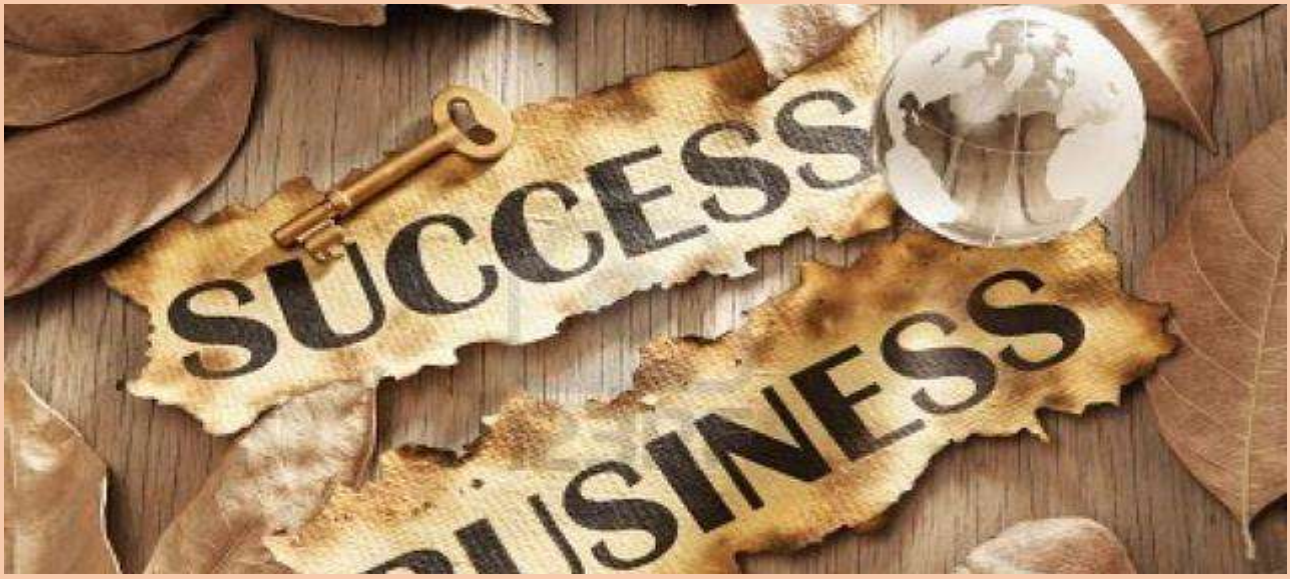
Everyone goes into business with some preconceptions - don't be surprised if you discover that many of yours are wrong. Look for mentors who can advise you and run your ideas with them before you make important financial commitments. Read books and visit business related websites and network with your peers in the business community.

Jean Chiazor & Co.

10) **THOU MUST NOT FAIL TO PLAN**

Start with realistic but precise goals for your firm including deadlines. For example, don't just say that you want to increase sales; rather decide that you want sales to reach XYZ amount by Q4 in 2021. Then take steps towards the realization of the goal with deadlines.

ALWAYS REMEMBER TODAY WILL NEVER BE LIKE YESTERDAY...



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