



THE PLACE OF BRIDE PRICE “IME EGO N’ISI NWANYI” AS THE CRUX OF A VALID CUSTOMARY MARRIAGE CONTRACT IN ENUGU NORTH SENATORIAL ZONE OF ENUGU STATE UNDER CUSTOMARY LAW PRACTICES

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Abstract

This work delves into the complexities surrounding the practice and legal understanding of marriage customs among the Ndi Nsukka community in Enugu State, Nigeria. Central to this investigation is the role of the bride price, locally known as "ime ego n’isi nwanyi," in validating customary marriages. The study posits that in Ndi Nsukka culture, as in much of Africa, marriage is not just a union between two individuals but between families and their ancestors. As a result, parental and ancestral consent is often required, and marriages contracted without such approval are deemed illegitimate or equivalent to mere friendships. The payment of the bride price is cited as a "sine qua non" for the marriage to be recognized. Legal cases like *Agbeja v. Agbeja* clarify that eyewitness accounts of the transaction are crucial, with the burden of proof lying on the party claiming payment was made. Once paid, the couple acquires substantial conjugal rights, including the surname change for the bride. The importance of the bride price extends to cases of marital discord. Either party can bring the matter to court if there are questions about whether the bride price was paid in line with traditional requirements. However, the study also discusses the influence of external factors like Christianity and "jet age civilization" on these customs. While pointing out that the law accommodates individuals' rights to leave a marriage, it emphasizes that there must be evidence that a valid marriage existed in the first place. The work is qualitative, relying on secondary sources and legal citations for its arguments. It concludes that in the absence of a paid bride price, no marriage can be said to have occurred in the customary sense. The study also highlights the particular vulnerabilities of women in these marital arrangements. Noting that women are often considered weaker and more susceptible, the study stresses the need for special attention to women’s rights within the marriage context. Various forms of Nigerian law, be it Statutory, Customary, or Islamic, are noted to explicitly recognize these rights.

Keywords *The Place of Bride Price; Ime Ego N’isi Nwanyi; Customary Marriage Contract; Ndi – Umunnae; Marxist Perspective; Osu Cast System*

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Introduction

Marriage is a tradition instituted by God himself when he stated unequivocally in Old Testament that “Therefore shall a man leave his father and his mother, and shall cleave unto his wife: and they shall be one flesh.” BibleHub.Com Genesis 2:24 and reinforced the injunction in the New Testament thus’ He becomes like *one person with his wife*. ... For this cause *shall a man leave father and mother, and shall cleave to his wife, and they two shall be in one flesh ... (Matthew 19:5)*. Every society has a way and manner of carrying out this God’s injunction and Ndi- Nsukka is no exception. Throughout the world, Africa, Nigeria and Ndi Igbo alike, the traditional or cultural essence of marriages which provided the richness of unity in diversity and natural continuity of life are fast under threat due largely to the influx of the alien civilization and cultures. Western culture has introduced new lexicon into man and woman living together to procreate outside marriage such as “co habitation”, “baby mama” “gay right” etc. More or less, this has denigrated on the all-hallowed routine of a groom haven to pay bride price upon the head of a bride to be qualified to be referred to as a husband to a woman. This was seen coming when the West worked tirelessly to water down our rich and glamorous marriage culture when they introduced their own culture of church wedding (Atado, 1998).

Western culture of church wedding which emphasize solemnization of marriages from priest other than from ancestors has dealt a heavy blow to the place and value of bride price “ime ego n’isi nwanyi. The researcher approached this paper from the, “Marxist perspective”. Marxism provided the platform for critiquing marriage that was in existence prior, through the custom and tradition throughout the Igbo land. Marx argues that there are inequalities in society based on social class differences. Marx claims that to improve society and make it fairer there needs to be large-scale change. Marxism is criticized for ignoring other important factors such as gender and ethnicity, focusing too much on social class.

Under Igbo Customary Law, the traditional marriage rites start with an inquiry known as “*Iku aka*” or “*Iju ese*” which means “to knock or inquire” as to any encumbrance(s) to the bride for marriage by the prospective suitor. The groom, accompanied by his father or the second eldest male family member of his family or any representative visits the bride’s family to announce to the groom’s father officially of his son’s intent to marrying his daughter. The custom in Enugu North Senatorial Zone of Nsukka is that the groom’s family is not expected to get an immediate answer to the enquiry the same day. This is because the bride’s family needs to first privately interface amongst themselves and secondly conduct a private enquiry about the groom and his general family profile bothering on economic, cultural as well as other cleavages surrounding their family before a conclusion is reached and a reply will be given. Most importantly, the bride-to-be’s family would have confirmed from their daughter that she knows her suitor well enough to warrant her accepting to marry him. If her response is affirmative and all other enquiries and indicators are positive, the process would proceed to the next stage of reverting to the groom’s family. Other sequential ceremonies shall commence pursuant to the final ceremony whereby the bride would be officially handed to the husband. In today’s dispensation, perhaps due to the economic down turns and other social considerations, the parties are at liberty to adjust certain marriage rights and ceremonies to suit any compelling situation but without compromising the basics or getting below certain trado - cultural thresholds that may invoke the wraths of the ancestors upon the offending family. This write up will discuss what constitute customary law marriage, how it is dissolved and what is recoverable after the dissolution using Nsukka Senatorial Zone (Ndi Nsukka) of Enugu State in perspective.

Background/Review of Related Literature

Generally, the influence of Western culture into the traditional African cultures can be best described as overwhelming and has continued to unleash its negative consequences even as it brought its own social and cultural norms in both the traditional, social and commercial scenes to displace the indigenous people’s values. Per Hastings’

study on the mission of the Church in modern Africa, the present ecclesiastical instance on the observance of canonical form in Africa betrays the fundamental theology of marriage, namely, that the sacrament of matrimony is the sanctifying or the sanctification of a natural relationship, made effective by the people themselves and not by any sacred minister (Hastings, 1995).

As we earlier posited, payment of bride price “ime ego n’ isi nwanyi is the most important rite in conducting a valid customary marriage among Ndi Nsukka cultural extraction in Igbo land. However, there are other cultural elements in Igbo marriage process such as prior parental consent. Marriage intent by male and female marriageable adults starts firstly with the initial encounter by both families, where the groom’s family would visit the bride’s own immediate family to declare his intention to marry the bride. The groom accompanied by his father or any responsible adult member of his family are sent on representative capacity for and on behalf of the groom’s general family otherwise called “*Umunna*”. This first to the family of the bride is to ascertain whether the bride is open to marriage to any willing man – in this case their son. As a basic culture of Ndi Nsukka, whoever was visiting another person would require procuring at least a few sizeable kola nuts for presentation as a mark of mutual respect or good will towards another. It is during this visit that the visitors would be required to give out some amount of money called “*ego oju ese*” – translated into English as “money for enquiry”.

One may wonder why money would be required here. In the good old days, such money or any currency of the time was required to consult fortune tellers to enquire from the ancestors if the bride’s journey to the family of the groom would fruitful or favourable or sanctioned/approved by the ancestors. The money so deposited would be used to buy kola-nuts, palm wine and payment as consultation fee to the soothsayer or fortune teller. Upon being adjudged well enough by the fortune teller, he would use the kola-nuts and the palm wine to invoke the spirit of ancestors to bare their mind on the approval or otherwise of the marriage. This journey to a soothsayer or fortune teller is usually undertaken by at least two persons. This is to done so as to leave no necessary question required to be asked concerning the good or bad of the marriage communicated or asked to the ancestors.

The bride’s family would propose a couple of days or weeks for them to revert to them. Further discussion on this matter would depend on the outcome of their mystical enquiry. If the bride’s family secures the approval of the ancestor’s that the family will proceed to the second phase of their investigation concerning the socio-economic and cultural profile of the groom’s including the infamous “osu cast system” prevalent in the entire Igbo land. However, it is apposite to emphasize clearly that investigation of families or background profiling happens in the two families of the groom and bride simultaneously. Investigating the osu cast system is only done if there is doubt as to the respective family status. Sometimes, it is known by both sides to their compromised status and no one frowns if both families are known *osu*.

Among Ndi Nsukka. the situation is different where a free born (son of the soils) aspires to marry an osu born bride. Such marriage is seen as a taboo that desecrates the land. If inadvertently done, upon discovery – especially when discovered late into the marriage, some form of traditional rites must be done in form of ablution to cleanse the land. The importance of investigation cannot be overstressed because marriage is a serious business in Igbo land. It is often said that marriage is one journey thing that does not need to be repeated. Divorce brings shame to the families concerned; hence all stone must be seen to have been turned before the bride’s father collects bride price from any man. The profiling process checks the background and history of both family is thus, carried out in order to ensure that bride’s family or the groom’s family have no tendency or carries no obvious hereditary disease, have committed no abomination within memory recall, propensity for divorce, infidelity, fertility rate or any condemnable behaviors that attracts public opprobrium in both families including whether the groom-to-be is a courageous man who might be man enough to take care of their daughter as well as their children and vice versa for the bride. It is upon a successful progress recorded in these grey items raised above that the next meeting will then be determined by all parties particularly that of the bride’s family that is regarded as a weaker party in the contract of marriage in Igbo land.

Usually, a message would be sent to the groom’s family that the gods have approved of their union that subsequent steps can be taken - if they still wish to continue. At this point, the bride’s parents would have sorted the final approval from the bride if she considers the suitor fit and proper (for the final time) for the life adventure. What follows next will be determined by the response from the groom’s side. Sometimes, a party who discovers adverse information against the other may simply go low and the matter dies that way (naturally) without further recourse but if otherwise, the suitor and his father would be asked to proceed on the second phase.

The next phase is heralded by the coming together of the two extended families: called “Ndi Umunna”, to plan for the future events necessary for the marriage ceremony. It is at this juncture that the issue of a “middleman (men)” will be discussed. The role of the middlemen will be to facilitate and fast track arrangements for the marriage ceremonies. A middleman is required in the customs and traditional marriage ceremonies of Ndi Nsukka whether it is an inter or extra community marriage. Same it is and more importantly too if it is a cross border marriage with diverse cultural cleavages between the two families. In some circumstance, one middleman suffices, but in another, two are required. A middle man must be a person well known to both parties to be a person of good will. Any person tainted in any form will be disqualified by the party that is averse to him or her. With the middleman in place now, the marriage is good to go as there are facilitators on both sides to communicate situation reports across as needed and when necessary. So far so good, a select few groom’s family accompanied by friends and well-wishers schedules and visits the bride’s native home.

The critical point about this meeting is the confirmation by both families that they are still firmly committed to the marriage in the presence extended families and core friends of both the bride and the groom. It is during this meeting that the issues about bride price and other critical issues concerning the marriage will be discussed. This discussion is usually a core family affair; hence a few strategic individuals on both sides will be motioned to join in a closet for this all-important conversation. Seats are arranged for as many as are invited to suit the occasion. The emphasis here is that all that are invited to the room must be seated. It is a taboo or an abomination for any person in that gathering not to have a seat. Custom forbids anyone discussing anything concerning the marriage to do so standing. This meeting is usually brief and snappy so that they would join others outside in the merry making going on simultaneously. If the suitor is ready to pay the bride price right there, he is free to do so. It is usually at this point that it is paid but one cannot be compelled to do so since compulsion of any kind is an aberration in our customary marriage processes. Therefore, the parental consent, the involvement of the two families (the bride and groom’s family) and the payment of bride-price is seen by all and sundry as the concrete foundation that cements the marriage rites, provides legitimacy as well as fostering true and lasting marriage without which there was no marriage (Anderson, 2007).

In some circumstance, especially due to heightened insecurity in the land, the society have devised means to beat unscrupulous individuals who may want to attack the bride’s family and disposes them of the cash or other valuable components of the bride price. Nowadays, both parents may agree privately on when to do the “Ime Ego N’isi Nwanyi” (the payment of bride price) to avoid such ugly experience. Usually, the amount of money paid as bride price is relatively small, and can be as little as one Naira (N001.00). Some bride’s father may simply ask the groom to pay as much as it pleases him which when such is done, he may take whole or a part and hands back the rest to the groom. More often than not, it is the items the groom shall provide later on that essentially constitutes the larger part of the bride price. But traditionally, bride price is negotiated through haggling between the two families, with the bride’s father or his representative firing the first shot. He mentions how much or what the groom shall give him as bride price. He can mention any amount of money while the family of the groom makes his offer. The haggling continues until a deal is made. Note however that the bride’s father has the final say and may indeed bar further haggling at any point. Bride price need not be paid in full as the groom may be allowed to deposit any amount with a promise to complete it at a later date. While the conjugal bliss blossoms, he may indeed never pay and the bride’s father need not request it forever. Bride price confers security and provides peace of mind and respect because she cannot ordinarily be driven out of her husband’s home, save for the unfortunate event of problem arising from the marriage which results in separation or divorce. It is noteworthy to mention it here that changing time and tide has introduced new elements on how Igba Nkwu ceremony is conducted in the jurisdiction in focus. It is not uncommon to see agreement between the families that *igba nkwu* ceremony be monetized. This option involves where an elaborate ceremony is circumvented and the groom provides money equivalent of the costed items to the bride’s family, save the basic traditional imperatives such as “*Manya Umunna*”. At such option, it is just a select few that attends a miniature kind of event in the brides home devoid of ostentation and fan - fare. However, where the miniature arrangement is not the case, a full blown and elaborate Igba Nkwu (wine carrying) ceremony follows with a date for it fixed

Usually, a list of the essential items necessary for the event will be demanded by the groom's family. It will be prepared according to the local community peculiarities and handed over to the groom's family by the bride's family. The list may include but not limited to the following; such as kola nuts, kegs of palm-wine, English wine, gin, whiskey, cartons of beer, crates of soft drinks, packets of cigarettes, tobacco (snuff), live domestic animal (probably a goat, pig, cow, cattle – dependent on the financial disposition of the groom). Some of the items may be supplied a few days to the ceremony while others shall be presented on the "D" day. The significance or the crux of this work hinges here since upon deposit of even a kobo and acceptance by the bride's family as bride price, it seals the marriage irrevocably, subject however to divorce or dissolution of the marriage via customary law proceeding. This was the ruling in *Ugwu Sandra v Ugwu Solomon*, delivered by Barr. Luke Onah Esq. (Chairman) Customary Court of Agbamere/Umabor, Holden at Agbamere Eha Alumona in Nsukka Local Government Area of Enugu State on 30th January 2020. The facts of the case are as follows; the petitioner through her counsel Dr. Chinweuba Onah Esq. filed a petition against the respondent for the following reliefs;

- a. An order declaring that there was no marriage on account that the presentation of the sum of One Thousand Naira (N1.000.00) only as "Idobe Ego Oju Ese" or "Idobe Ego Iku Aka" by the respondent does not constitute marriage under the customs and traditions of Ogbodu Olu, Agbamere, Eha Alumona ancient kingdom in Nsukka Local Government Area of Enugu State.
- b. An order for the Respondent to collect the sum of One Thousand Naira (N1.000.00) only being the money he presented before the father of the petitioner, Mr. Ugwu Brendan for the purpose of "Iju Ese" or "Iku Aka" which constitutes a mere prelude towards the conduct of traditional marriage under the customs and tradition if the people.
- c. An order for the custody of the child of the relationship Master Ugwu Jimeto be given to the petitioner for proper care, welfare, training till the child attains maturity.
- d. An order that the Respondent gives to the petitioner the sum of Fifty Thousand Naira (50.000.00) only for the upkeep of Master Ugwu Jimeto till maturity.
- e. An order of court restraining the Respondent, his parents, siblings or anybody by whatever name or aliases so called from harassing or intimidating the Petitioner, her parents, siblings, friends or anybody by whatever name or aliases or Master Ugwu Jimeto, her sitter, care giver, teacher, guardian or anybody by whatever name or aliases for whatever reason.
- f. Any such further or other orders as the honourable court may deem fit to make in the circumstance.

Delivering his judgment, the learned trial Chairman ordered on two major reliefs that he considered germane in the circumstance as follows;

1. That there was no marriage between the petitioner and the respondent on account that the respondent only presented to the petitioner's father the sum of One Thousand Naira (N1.000.00) only as "Idobe Ego Oju Ese" or "Idobe Ego Oju Ese" which does not constitute valid marriage under the customs and traditions of Ogbodu Olu, Agbamere Eha Alumona ancient kingdom in Nsukka Local Government Area of Enugu State.
2. That the respondent, his parents, siblings, or anybody by whatever name or aliases so called are hereby restrained from harassing, intimidating or further harassing, or intimidating the petitioner her parents, siblings, friends or anybody by whatever name or aliases or Master Ugwu Jimeto, her sitter, care giver, teacher, guardian or anybody by whatever name or aliases for whatever reason.

The learned trial Chairman noted that he deduced from the evidence before the court that the respondent never came back after depositing the One Thousand Naira (N1.000.00) only as "Idobe Ego Oju Ese" or "Idobe Ego Oju Ese" for the actual marriage. In view of the above, I want to say that what was done by the respondent fall short of a valid customary marriage. The deposit of One Thousand Naira (N1.000.00) on itself by the respondent does not constitute a valid marriage and as rightly submitted by the petitioners counsel in his final written address, the Customary Court of Appeal in the case of *Columbus Chukwu & Anor v Kelvin & Anor* (CAE/128) 2010/ Per Nnamani E. N.

"Stated that marriage entails legal severance of the married woman from her maiden roots and fusion with her husband and his people in a legal bond that is only broken upon divorce.

Payment of the bride price and hand over of the bride to the groom and his people creates legal bond and fusion”.

In contemporary circumstances of today, some father no longer demands any cash as bride price for his daughter. He may simply demand from the room to take good care of his daughter. If he elects to waive his right to demand for bride price, and hands his daughter to the groom’s family, he cannot be seen to demand same any day.

If for any reason, the marriage fails, the groom dare not demand refund of bride price under our customary law practices because there was none *ab initio*. Bride price in Igbo culture (also in other African and Asian cultures) is the transfer of cash or money from the groom to the parents or the family of the bride at the time of marriage agreement which signifies the acquisition of the rights by the groom, of the bride’s labour and reproductive ability (Anderson, 2007).

Bride price may not be in form of transferring cash or money only to the parents of the bride. It does not follow any definite pattern nor is it categorized according to the bride’s status or social standing in the society. Payment of bride price as a component of customary marriage is akin to the principles of Consideration under Contract Law. Customary marriage operates or obeys the tenets or principles of Offer, Acceptance and Consideration. To that extent, bride price does not need to be sufficient before it can qualify for a valid transaction or binds bride and groom in marriage.

Payment of bride price may be performed on the day of the traditional marriage ceremony. Traditional marriage ceremony otherwise called “*Igba Nkwu*” has a high and impactful significance in Igbo land in general and Ndi – Nsukka in particular because it is the day that all and sundry witnesses the giving of a daughter’s hand in marriage by a particular family. Upon the presentation of the above referenced list as the custom demands and these items are confirmed by the bride’s family, it would be shared amongst the two families in merriment galore. Both the parents of the bride and the bride herself are all expected to invite their preferred age grade organization and groups. At the peak of the ceremony, the “*Igba Nkwu Nwanyi*” commences. The highlight of “*Igba Nkwu Nwanyi*” is when the bride publicly identifies or points out the man she wants to marry. This public identification commences when the bride’s father or eldest uncle present in the arena (if her father is deceased) invites the bride to the stand of the Umunna. The bride arrives, accompanied by her friends, he asks the bride to reassure the Umunna that she is quite aware and in support of the events going on. Upon her affirmation and reassurance, he prays traditionally for the bride, blessing her marriage in future, then pours out a cup of Palm Wine “*Nkwu Enu*” (it is usually placed in a gourd), takes a sip and hands it over to the bride and instructs her to find the man (amidst the crowd) she intends to spend the rest of her life with. The bride, full of pride and crowd expectations moves out in style along with her maidens “*Ashebi*” to locate her groom clad in distinguished regalia in the crowd. To add fun to it all, as she searches for him with the wine in her hand; she is beckoned by other men and groom’s friends seated in the crowd to give them the wine which she never does. She is usually accompanied by a traditional music group as she dances through the crowd until she locates her husband, genuflects and feeds the groom with the wine kneeling down amid applause and heightened music tempo. The groom receives her in gleeful approval, sprays some cash on her and takes a sip from the gourd, (signifying to the expectant and anxious crowd that he is her husband. The acceptance means they are officially proclaimed husband and wife. The groom and bride then dance along to meet her parents who once pronounce blessings on them. The merriment is highlighted with lavish spraying of cash and monies as well as gift items to the couple by their friends and family as they both move on to visits the stands of different invited dignitaries and relevant groups viz; the *Umunna*, her mother’s people, her age grade groups and organization in a bid to show the respective groups the lucky man to whom she has chosen to spend the rest of her life with.

Soon after the perambulation, the intermediary called “*onye aka ebe*” (the middle man between the bride and groom’s families would approach the bride’s family – requesting that the bride be handed over to him first so that he would hand him over to the groom’s family. This all-important event takes place in a secluded room because very many far-reaching discussions between both families and “the latest couple in town” will be harmonized there including the elders offering libation, pieces of advice etc. to the now couple on how to manage their new home in peace and without strife. After the conclusion of this process of handing over, the couple will emerge amidst

jubilant to dance briefly (if they still wish) to different sound beats while friends and well-wishers who missed the initial dance steps spray currencies to further convey the joyous mood over the birthing of a brand-new family. In some communities, the groom would not attend the above referred room meeting. In this instance, the bride is handed over to the middleman “go between” – who may be a man or woman but who would be a person either well known to both parents or accepted by both for that purpose), who hands the bride to the father of the groom and other family members present in the room. Upon the conclusion thereof, both elders emerge outside and the bride is handed over to the groom’s family via the middleman. The logic behind this latter option is that the bride is married out to the groom’s family and not to the groom alone.

“Idu Uno” ceremony follows soon after the dance parade and Igba Nkwu is concluded. Idu Uno entails the gifting of items and property by friends and well-wishers. The highpoint of “Idu Uno” is that the bride departs her home to the groom’s for the first time accompanied by her preferred maiden or her sister (who must be a single lady) to keep her company for a while before she departs home. The sister would during her stay with the couple among other duties help her to hasten serving/entertainment to the teaming friends of the groom and his relatives who would definitely come to share in their time of joy over the new marriage ceremony. Upon the completion of her stay with her sister, she too is gifted some items by the couple in appreciation for her time. The bride’s family and friends herein assemble gift items intended for her to start living in her new home.

The sensibility in the middlemen in customary marriage is to make room of a third party (witness(es), a presumed independent voice in traditional marriage transaction. If for any reason there be any skirmishes arising afterwards, he/she is the first port of call by any of the parties to complain. This is the reason why a middleman is preferably a person of means and integrity who would be sagacious enough to handle issues in dispute with wisdom and experience. Sometimes the parents of the couple may never hear of such misunderstanding as it would have been settled by the middleman.

Again, on the idea of handing the bride to the groom’s family instead of to the groom directly, it is to emphasize in reverence to the popular Igbo saying that “*ofu onye ada alu nwanyi*” translated the marriage is a collective family responsibility. Proponents of this argument posit that if marriage (giving a girl out in marriage) is to be a personal affair (contract between man and woman alone), there wouldn’t be a need to go all the way of involving the families as is done in our African culture. It is trite that in Western culture, a man may just propose to a girl and they walk straight to any nearby marriage registry, conduct statutory marriage, either walk to a church for white wedding or retire to their apartment and commence their conjugal relationship unhindered. In Western culture, marriages may be contracted without the knowledge of the two families and parental consent sometime is not sought.

After the handing over ceremony, the event would be declared over save for the merriment that would continue ad infinitum. One interlude that is not a part of the ceremony but to which many people from the groom’s side may look out for is the facial expression or the countenance of the parents (and siblings of the bride). The fact that the bride is permanently “leaving” the family should evoke a sense of “missing” to her immediate family. It is often a regular occurrence to see the bride’s father sobbing or wearing a gloomy face while handing out her daughter over to the groom’s family. This is Oedipus complex at work. Often times if this particular scene was missing, the assumption is that the bride was not going to be missed by her family and therefore an amber sign to which the groom should be careful about. However, it is all about emotional management skills of individuals.

Other Land Mark Remarks

The significance of presentation and acceptance of bride price cannot be over stressed in a true and complete Igbo (African) traditional marriage rights. They both unequivocally signify a complete and total actualization and fulfillment of Igbo traditional legacy which must be done before the bride and groom are pronounced as husband and wife in accordance to the native law and custom (Emecheta, 2011)

At the risk of overemphasis, payment of bride price represents such a symbolic milestone in the customary marriage of Ndi- Nsukka such that a man does not lay claim even for children born out of a relationship where valid bride price

payment cannot be established. However, in climes like Enugu Ezike located in the northern part of Nsukka, a child born out of any relationship goes to the biological father irrespective of whether there was any intention to marry or not. But it must be reiterated that payment of bride price is central even in their communities. Without the payment of bride price, such marriage remains inchoate until it is done as the bride would not be formally received into the family and cannot benefit from the rights accruing to legitimately married women in such communities such as joining the meeting of “*Ndi Inyomu Di*” translated in English means women married to men. In situations where co-habitation occurred between a man and woman and children are produced due to impecuniosities or any other hindrance(s), for the fact that a union already exists between the two families, the groom’s failure is usually condoned and permitted to pay the bride price when the situation improved. If however bride price is not paid and the bride predeceases the man, the family of the woman will refuse to take part in the burial of the dead until bride price is paid posthumously. In fact, the lady’s family would deploy all customary forces to stall the burial until both “Igba Nkwu and payment of bride price is performed. The bride-price therefore is a blood cleanser that removes shame and insults from the woman the moment she becomes legally married to her husband (i.e., after the bride price has been paid) in accordance to the tradition and culture, which again gives her honour and a sense of community value amongst her peers in her husband’s home and his family (Eniola & Aremo, 2020). It provides peace of mind and respect because she cannot ordinarily be driven out of her husband’s home, unless in an unfortunate event of problem arising from the marriage which results in divorce or separation. In such situation arises, the bride-price paid must be returned to the groom’s family before the woman begins to contemplate marrying another man. Finally, if the woman in question is in abusive relationship by her husband and opts to back out, she cannot just leave unless dowry is returned and accepted by the groom’s family. If the husband refuses to accept the refund, and the woman goes ahead and remarries, the children from this new marriage automatically and traditionally, belongs to the first husband because traditionally speaking, the woman still belongs to the first husband irrespective of the children’s biological parentage.

Nevertheless, the first husband must present a logically acceptable reason to warrant refusal to accept bride price and dowry within the confines of customary law space. In fact, there can never be any logically acceptable reason to so refuse as it will infringe on the right of the bride to freedom of association under the Constitution of the Federal Republic of Nigeria. **Section 40 CFRN** (1999). Therefore, until the bride-price is accepted by the first husband and family, the woman is not due for another marriage (Nwabude, 2022). This could be likened to the English marriage divorce, where a woman cannot legally marry another man until she is fully divorced. (Ryznar, 2010).

Statement of the Problem

The controversy generated by the correct position of the customary law as to what point does a Customarily recognized marriage is contracted under the customary laws of the people of Nsukka Senatorial Zone of Enugu State (Ndi Nsukka) people occur. Since the controversy has refused to abate, an in-depth interrogation of the place of payment of bride price “*Ime Ego N’isi Nwanyi*” becomes apposite thereof.

Objectives of the Study

In this work titled “The place of bride price “*ime ego n’isi nwanyi*” as the crux of a valid customary marriage contract in Enugu North Senatorial Zone of Enugu State, Nigeria) under customary law practices” the following specific objectives are expected to be achieved:

- a. To determine the exact import or role of payment of bride price “*ime ego n’isi nwanyi*” by a prospective husband to the family of the bride in pursuit of a valid customary marriage.
- b. To ascertain if any other thing or performance other than money qualify as “bride price” pursuant to a valid customary marriage so as to entitle a prospective husband to acquire legal marital status and further entitle him to the marriage appurtenances.

Significance of the Study

The significance of this research is therefore imperative since it is going to fill the knowledge deficit in this all important customary law practices of the people in review. Additionally, this work will certainly be beneficial to

future researchers who may want to carry out studies that have something to do with customary marriage law practices among the ancient people of Nsukka cultural extraction.

The Concept of Bride-Price

Payment of bride price is at the crux of traditional, cultural and customary marriage among Ndi Nsukka. Cross cultural influences as witnessed today through inter/intra/ tribal/cultural marriages have not significantly affected central place of payment of bride price. Emecheta (2011), in agreement opined when he noted that in Igbo traditional and cultural practices, the concept and practice of bride price assume a seriously sensitive cultural issue, and where there was no bride-price paid, marriage had not taken place. What may have changed is the currency or item(s) involved in the transaction, but in all, there must be a thing of value that is exchanged between the families of the groom and the bride. That is why we earlier emphasized that payment of bride price has sometimes be done with commodities/services considered acceptable/desired by the bride's family had accepted from the family of the groom enough to cause a daughter to be handed over in marriage.

Before the introduction of European currency into Igbo culture, bride-price involved use of items such as ornaments, cowries, economic animals, fixed number of tubers of yam, mortgage facilities as well as other use of trade by barter concepts (where items are exchanged). In Ozalla Ezimo, Ezimo Uno Autonomous Community in Udenu Local Government Area of Enugu State, Late Chief George Ugwu Nnadi recounted that one particular family, (Umu Agu Eze) gave out a large expanse of land as bride price/marriage rites to Umu Ikeoha in what looked like. The agreement was ratified by the "Ndi Ishi", who was *ab initio* part of the discussion. The bride was handed over and the benefactor of the land transfer has till today enjoyed uninterrupted ownership in possession under customary laws of Ezimo Uno autonomous community. Interview account of Late George Ugwu Nnadi conducted on the 25th November 2010 on the sideline of the author birthday celebration. At other times, brave men have transacted valid marriages by offering themselves as mercenaries during inter community wars or on an expansionist adventure by towns over another. The common denominator in all the transaction is that there was always a form of agreeable negotiation and agreement between the parties involved. At those periods dating far back, it is important to highlight that some of such transactions; the bride's consent was not sacrosanct. Effusion of time has however changed all that now and things have assumed a more systematic approach whereby the bride's family is fully mainstreamed into the processes leading to the hand out of what is today called "**to do list**". To do list is a detailed copy of the requirements to be provided or purchased for the upcoming "Igba Nkwu" generated by the bride's family to groom upon request after the payment of the bride price. However, often times, this to do list is negotiated and pruned to accommodate the financial capacity and status of the groom. At other times as earlier noted capable of being monetized except to the core cultural imperatives that must be provided live.

The Concept of Marriage in Igbo Land

The idea of marriage in Igbo tradition is a process whereby a man proposes to a girl his intention to spend the rest of his life with her. If the girl finds value and love in him, she accepts or declines. It can never be in reverse order as it is a taboo for a girl to propose to a man or take the first step no matter how deeply in love she may be to the groom. Where this happens, the girl is adjudged a Nymphomaniac (girl excessively attracted to sex) and if it leaks to the public, the girl attracts severe opprobrium and the groom is bond to speculate that there is more than that - that meets the eye in the entire adventure. Nymphomaniacs have a poor social standing under our culture hence infidelity has a higher propensity in them. This is in contradistinction to what obtains in the Western culture where a girl can make the first move and it will be understood as a right based issue. A man knelling before the lady to propose marriage is absurd under Igbo custom even though it is not uncommon to learn that such happens in the closets of the love birds but once it surfaces to public knowledge the groom comes under criticism as it is seen as a sign of an individual "not man enough". Much as it is the man who proposes (begs) the girl to accept his hand in marriage, it does not confer any upper hand to the girl as it is often said that Igbo society is a "mans' world". It is not also cast on stone that once a man proposes to a girl that she must accede. Girls too have their tastes, desires, expectations, priorities etc and the society must respect that howsoever.

The concept of marriage in Igbo Land has been presented in diverse morph. Nwabude (2022) opined that marriage in Igbo tradition involves a whole series of “prestation”. Prestation according to Dictionary.com is *a payment in money or in services*. a duty to do or not do something in fulfillment of an obligation, or the performance of such a duty while the Oxford English Dictionary defined prestation as “the act of paying, in money or service, what is due by law or custom”). *Prestation* is an uncommon legal term that encompasses all forms of payment that were agreed upon or stated in a contract of marriage. While a *prestation* is normally a payment in the form of currency, it can also be the performance of a service. A *prestation* can also be a duty to do something or not do something as part of a larger obligation. *Under the culture and tradition of Nsukka people, ones daughter is not sold out, instead, she is married out to another family to maintain a continued lineage and so it is to the Igbos in general via prestation.* Without the notion of prestation (which sometimes may be a continuing act), marriage would seem to bear the garb of commercial transaction and the bride a chattel. Hence the Igbo adage, “A man’s debt to his in-laws can never be fully discharged”. This is a subtle reminder to the fact that once marriage relationship is established between two families, a symbiotic fashion of living and fusion subsists *ad infinitum*. His Majesty, HRH, Igwe Vigo Aninefougwu. The Traditional Ruler of Akpugo Ezedike Community in Uzo-Uwani LGA of Enugu State. Interview by; Eze, Magnus, Geoffrey Anyanwu, Jude Chinedu, (2021), Traditional marriage in Igbo land. Sun Newspaper Monday, June 5, 2023 remarked that;

“the general belief amongst Ndi Nsukka is that marriage is a continuous process - which the in-law becomes a member of the family after the marriage ceremony, which is why he should not be encumbered with so many financial burdens during the traditional rites”.

He further opined that;

“marriage is an unending process. Your in-law should know that you welcomed him well and you did not make things difficult for him. The benefits from in-lawship are much bigger than the money you get from the marriage rites because he will remember that he is a part of the family,”

This distinguishes African marriage system with that of the West where marriage is seen and regarded as a contract *simpliciter* - contract which entitles one to resile at will and nothing more. In the Western tradition, act of emotion and mutual involvement scarcely play a major role due largely to their perception of marriage as pure contractual deal which starts with proposing to a girl, giving of engagement ring, (sometimes lacking in passion or commitment as seen in contract marriage). Nwabude (2022) noted that giving the ring was adopted from the Romans as a pledge to marry. The ring, the bride-price, the veiling derived from Germanic, Frankish, Celtic, Longobardic, and Gothic tribes were thus incorporated into the custom of the societies (Atado, 1988). Under the customary practices of the Ndi Nsukka, and the larger Igbo’s, the aphorism that marriage is viewed as a proverbial play by two dogs “where one falls for another not as of weakness or strength but of mutual understanding” finds strong meaning. No one family is viewed more superior or inferior. They are equal stakeholders that have mutually been held together in perpetual unity by providence of marriage. None is abandoned in times of difficulty and vice versa and injury to one is injury to another. The concept of marriage envisages a convivial relationship from “start to finish” From the first move to the bride’s family to the time of settlement of bride-price, the whole process is suffused by humorous spirit devoid of no harshness or cantankerous bargaining of any kind nor any idea of transactional, or sale of any sorts.

Getting Married in Igbo Land

In contemporary traditional African culture especially the Igbos, when a boy considers himself ripe for marriage or he is asked by his father that he would wish to get him a wife, the protocol is asymmetrical. If the boy on his volition thinks he ought to get married, he first confides in his father of his intention. Then the father puts across some questions to him to access his emotional intelligence and capabilities to determine if actually he has acquired sufficient temperament necessary to have a good home. Additionally, the father would inquire into his financial capacity – whether he has acquired enough that can support the venture. The father is expected to find out from

him if he has any girl in mind or whether he would need help as to a good girl that is a “wife material”. If on the other side it is the father who is initiating the proposal, the boy would be invited by his father and intimated of his thoughts for him. If the boy agrees to the proposal, the next step is contemplated. For reasons of dearth of male children or being an only son of the parents constitutes some of the reasons why a father may initiate an idea of getting married “for” his son. It can also occur if his son is an “*efulefu*” (one whose maturity is not contemporaneous with his age – a loafer. Such sons are unlikely to keep pace with his age mates in form of achievements and exploits attracting disrespect or loathness to the family in his community. Once his contemporaries begin to marry, the parents will be obligated to marry for him also to cover his inadequacies.

Once a boy indicates his readiness to marry and the father has conducted his basic findings as explained above, and his situation is vetted by the family to make sure he can support a wife and possibly a family. The family now starts to look for a wife for him. Today's idea of dating or courtship is somewhat alien to our culture hence the saying that, “The African marries and then falls in love” and not the other way round. (Okeke 1986) Often times, the prospective groom may not have any significant say in the choice of his partner to be and vice versa. All that matter is to rule out the prevalence of any known hereditary disease running in the family on either side. Same for history of debilitating disease like epilepsy, leprosy, hydrocele or social or cultural deficits like “*osu*” cast system, slave or notorious deity worshiped in the family. The situation nowadays has greatly been mitigated by civilization, education and technology which have demonstrably demystified many erroneous beliefs and myths. Today, it is no longer a matter of two individuals not having a say in deciding who or how to get married to, nor a distant person dictating in matters of conjugal affairs of individuals. Civil society Organizations, (CSOs) Non Governmental Organizations, (NGOs) Faith Based Organizations (FBOs) and other human rights based activists have contributed a lot in abolishing such dehumanizing practices that hold one inferior over another.

Research Questions

The objectives and the theoretical underpinnings of the traditional marriage concepts in Igbo land raises relevant research question viz;

- 1) To what extent has nonpayment of bride price affected the validity of a customary marriage in Nsukka Senatorial Zone of Enugu State.
- 2) Is there any propensity that this age long custom of the people is likely to change on account of modern civilization, technology or western education?

Requirements and Essentials of a Valid Customary Law Marriage

There are indispensable or imperative requirements to making customary marriage valid generally under Igbo people – and particularly among Ndi Nsukka. However, there are permitted peculiarities that may be noticed among one locality to another but there are essentially common principles which are pertinent and runs through thus:

(a) Firstly, the parties to a customary marriage must possess the capacity under the law to marry each other. Here capacity speaks to maturity in terms of age. Igbo Customary laws do not abide to the statutory requirement that the parties must be at least aged 18 years of age. Previously, and to some extent now, age is not a requirement under the customary laws of the people. The most important thing being that the marriage must be conducted between a male and a female gender. To that extent, a father to a male child of as young as one week could (bet rode) a girl child of same age or less and that qualifies for a minimum requirement of marriage under the culture of Ndi – Nsukka. This is especially so where there are dearths of male folks in the lineage of the male family. It could also be done by parents (family) who finds a quintessential trait running in another family. This is called “*izuwete akuku*” translated to English to mean (acquiring seedling) from the other family. The quintessential traits in this sense may be the family's track records and enduring attributes such as beauty, fidelity, uprightness, exploits in agriculture and warfare including extraordinary skills in wealth acquisition and the list in by no means restricted to thus far enumerated.

(b) there must be payment of bride price which may be tangible or intangible in nature (gift or payment) “prestatio” according to the tradition and customs of the bride. Section 15(2) (a) Section 15(2)(a) Customary Courts Law, Cap. 32, Laws of Enugu State 2004 (as amended in 2011). states that:

“Customary law shall be deemed to be binding upon a person where that person;(a) is an indigene of a place in which the customary law is in force.

Bride price may be in money, natural produce or any other kind of property but this must be paid to the parent or guardian of the bride for the specific purpose which must be known and witnessed to all. It must be paid in respect of a marriage of a female person and it must be for a marriage which is intended or has taken place; and finally,

(c) there must be a ceremony to commemorate the marriage and the handing over of the woman to the man's family. (*Agbeja v. Agbeja* (1985) 3 NWLR (Pt.11) 11 referred to]. (*Pp.167, paras. A; D-E; 168, paras. A-B*). This was reinforced by E. N. Nnamani, J where he laid bare the exact meaning, connotation and implication of marriage in a case that came on appeal from Customary Court Ogiu Nike, Enugu to the Appeal Court of Enugu. Mrs Felicia Ani (Nee Ajaoku), Mr. Ifeanyi Ajaoku v Mr. Benedict Ani CCAF/2D 2012., (2017) 1 ESCCALR, Mrs Felicia Ani (Nee Ajaoku), & Anor v Mr. Benedict Ani

“Marriage entails legal severance of the married woman from her maiden roots and fusion with her husband and his people in a legal bond that is only broken upon divorce. Payment of bride price and handover of the bride to the groom and his people creates this legal bond”

Dissolution of Customary Marriage

Every woman in Nigeria has the right to enter into marriage and a corresponding right to exit if for any or some reasons she no longer wants to continue to be in a marriage with her husband. The law guarantees her right to leave or exit the marriage under the three different forms of marriage laws (customary, Islamic and statutory) in Nigeria. None of these laws ever forces a wife to continue with a marriage against her wish. Correspondingly, same rights avails any man who no longer wish to continue in the marriage.

A Customary Marriage conducted under native law and custom does not have the legal rigidity or protocols inherent in statutory marriage. However, two options are available to pursue this course viz; judicial method and non-judicial method.

Judicial Method (By an Order of Court)

Section 166 of the Evidence Act deals the statutory provision of The Evidence Act offers a good presumptive guide on how to tackle judicial method of customary dissolution of marriage thus; “when in any proceeding whether civil or criminal, there is a question as to whether a man or woman is the husband or wife under Islamic or customary law of a party to the proceeding the Court shall, unless the contrary is proved, presume the existence of a valid and subsisting marriage between the two persons where evidence is given to the satisfaction of the Court of cohabitation as husband and wife by such man and woman.” The ruling in *Ekong & Anor v Akpan* (2020) LPELR – 49575(CA)

In circumstances where the families of the parties to a customary marriage are unable to resolve a misunderstanding between the husband and his wife necessitating divorce, the option will be a recourse to judicial divorce the next available option is the seek an order of a Customary Court to dissolve the marriage.

The petition to dissolve a Customary Marriage shall be predicated on the grounds of adultery, impotency, betrothal under a marriageable age, ill-treatment and cruelty, leprosy or other harmful diseases, witchcraft, addiction to crime and desertion. (Family law in Nigeria by E I Nwogugu (1999); section 7 of the Marriage, Divorce and Custody of Children Adoptive by-law order, 1958). Such order may be granted by a Customary Court in our area and by Area Court in other jurisdiction in Nigeria. A Customary Court of Appeal in the state is vested with the responsibility to hear appeals the matter as applicable. When the court grants an order for the dissolution of a Customary Marriage,

it will also order for the bride price to be repaid to the family of the groom (Eze v. Omeke, 1977, IANSLR 138). However, Judicial officer presiding over dissolution of customary marriage is enjoined to apply all tactics possible to promote or reconcile the disputants (Section 17).

It states that in civil causes or matters, a customary Court may promote reconciliation among the parties and encourage and facilitate the amicable settlement of such causes or matters. Section 17 Customary Courts Law, Cap 32 Laws of Enugu State 2004 (as amended in 2011).

Non-judicial method (Dissolution by Agreement of the Parties)

Termination of a marriage without an order of a court or through a non-judicial procedure involves an agreement between the parties to the marriage and their families. Any party may indicate the desire to terminate marriage under the customary practices of Nsukka Senatorial Zone of Enugu State. If a wife initiated the procedure to end her customary marriage, the following steps in bullet points may be apposite.

1. The wife conveys and discusses her position with her parents/family on the need to end her marriage;
2. The wife's family informs or invites the middlemen, to deliberate on the situation of things (divorce).
3. The middleman of the wife's side contacts the counterpart on the husband's side who will be required to deliver the message to the husband's family.
4. A meeting of both sides will be conveyed to decide how much of the bride price and marriage expenses will be returned to the groom's family. This will essentially be determined by the length of the marriage and the number of children, if any;
5. Upon an agreement being reached by the parties on bride price to be repaid, the wife's family will repay the husband's family through the middleman.
6. When this process is completed, it signifies a valid dissolution of the Customary Marriage and the woman is free to marry any other person without hindrance.

From the foregoing, it is discernible that the requirements for the dissolution of a customary marriage are not as stringent as that under the Statutory/Marriage Act. All civil causes and matters other than land matters shall be tried and determined by a court established for the area in which the cause of action arose. Section 14 (1) (a) Customary Courts Law, Cap 32 Laws of Enugu State 2004 (as amended in 2011). Regarding the law to be administered, it is provided that subject to the provision of the Constitution and of the Customary Courts Law, a customary Court shall administer the customary law prevailing in the area of jurisdiction of the court or binding on the parties in dispute, in so far as that customary law is not repugnant to natural justice, equity and good conscience and is not incompatible either directly or by necessary implication with any written law for the time being in force. Section 15 (1) (a) Customary Courts Law, Cap 32 Laws of Enugu State 2004 (as amended in 2011). None of the disputant has a legal duty to adduce and prove grounds of divorce as is required under the Matrimonial Causes Act, 1990. Either of the spouses may decide to break the union and the usual defenses of collusion or condemnations under statutory marriage are not available to any of them. However, there must be a formal act on the part of the party who is not willing to continue with the union or association. In most places, the two families are involved in the dissolution (*Okpanum v. Okpanum*, 1972, ECSLR 561).

Spouses who want divorce do not have to go to court to obtain it. Akin to the prevailing situation in our contiguous States of Anambra and Imo State, customary marriage may be dissolved by mutual agreement between the husband (or his parents where he is young or not within reach). The parents of the wife in the presence of the "Onye Aka Ebe" (marriage middlemen) and one or more elders from each of the two families suffice to commence discussion towards dissolution of the marriage. The parties decide how much of the bride-price and other marriage expenses incurred or paid on the bride should be refunded to the husband. There are issues that must be into perspectives when determining this process such as the duration of the marriage, whether or not there are children of the marriage including properties co-owned are all taken into consideration for the sake of equity, justice and fair play. However, all claims or debts other than dowry by one spouse against the other are recoverable in a separate suit as

debts when supported by valid documents. (Okoriko v. Otobo, 1962, WRNLR 48; Adepeju v. Adereti, 1961, WRNLR 154 referred to]. (Pp.167-168, paras. F; A). The dowry and other refundable expenses are then paid to the husband/family through the hands of the marriage middlemen and the marriage is declared dissolved. The rebuttable presumption that there is no intention to create legal relations for family, social or domestic agreements, does not strictly apply here and may be rebutted by evidence to the contrary and one of the ways of rebutting is if there is a written agreement. Prof. Sagay in page 115 of his book titled "Nigerian Law of Contract" stated as follows; Also, the learned silk opined that "where the performance of a domestic or social engagement involves great sacrifices on the part of one or both parties, the presumption against the presence of contractual intention may be rebutted, particularly where the plaintiff has performed his own part of the agreement." Prof. Sagay in page 116 of his book titled "Nigerian Law of Contract" stated as follows;

Where dowry was not paid nor processes for its payment was not agreed and no evidence that middlemen were present, the husband on his own or merely asking his parents and relations not to allow the wife stay in the matrimonial home is not tantamount to a dissolution of the marriage and amounts to a nullity.

If for any reason in future the bride and groom decide to live once more as husband and wife, another huddle similar to fresh marriage activities must be activated.

Conclusion

This work successfully enunciated the fact that payment of bride price is the only singular act that cements the conjugal relationship between a man and a woman under the custom and tradition of the people of Nsukka Senatorial Zone of Enugu State, Nigeria.

We also conclude that bride price payment transcends cash and monies; instead, it includes other medium of exchange and act of prestation. On the sideline too, it is our conclusion also that customary marriage promotes inter/intra cultural understanding and since the custom that govern customary marriage is that of the brides, it is a great tool in the hands of both parents and concerned people in promoting cross cultural bonding and cohesion

Recommendation

Since it is true to say that African tradition and culture (customary marriage inclusive) brings many rich values, it can also bring its own crop of problems with it, hence to avoid hurt and disappointment, it is advisable that parties involved get familiar with the tradition and custom they submit themselves.

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