

CONSUMER RIGHTS AWARENESS AND KNOWLEDGE IN APPAREL PURCHASE AND CONSTRUCTION IN IBADAN METROPOLIS

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ABSTRACT

There has been an absence of serious enforcement of law(s), standards or rules guiding the rights of consumers as regards the occurrence of breach of consumer rights in apparel construction or purchase in Nigeria. Hence, this study aimed at assessing the awareness and knowledge of consumer rights in clothing construction and purchases in Ibadan metropolis. New-Gbagi and Aleshinloye markets were purposively selected because of their prominence as clothing markets in Oyo State. The population of the study was 91,935 registered apparel practitioners (haberdashers and tailors) from the two markets; a sample of 124 apparel practitioners were selected using stratified random sampling technique, while an equal number of consumers were selected using convenient sampling since the total number of consumers could not be determined. Results revealed that about half (53.7%) of the apparel practitioners were aware of consumer rights in clothing construction and purchases, although, almost all (98.1%) of them do not observe it. Almost all (95.4%) the consumers in this study know that there are consumer rights in clothing construction and purchase, also, majority (75%) of the haberdashers informed that they have no knowledge of the standards for apparel sales. This study developed a consumers' right model that can be adopted for apparel construction and purchase in the Nigerian community; the model indicates the flow chart of performance standards for sewn garments and purchased fabric with opportunities for consumers to seek redress for any infringement on their rights.

Keywords: *Clothing construction, Clothing purchase, Consumer right, Consumer protection, Haberdashers, Tailors, Warranty*

INTRODUCTION

Today, consumers face various challenges on account of competition in the market, misleading advertisements, availability of inferior quality of goods and services. Hence, protection of consumers' interest has become a matter of serious concern for Government as well as public bodies. (Federal Trade Commission Protecting America's Consumer, 2006). Consumers want more than just service, they want to receive total value of money spent. To safeguard the interest of consumers, the Government has to recognise certain rights of consumers. In other words, if consumers are to protect themselves from being exploited or cheated, they have to be given certain rights so that they are in a position to ensure that sellers of goods and services providers are more careful in dealing with them. Badler (2007) defined consumer rights as being in agreement with what is just, good or proper when dealing with consumers as well as ensuring

that the consumer is protected from harm or wrong doing when dealing with a provider of a service or a distributor of a product. The current intense emphasis on consumer economy, private sector led development, the increasing wave of globalization, and unprecedented growth in Information and Communication Technology (ICT) among others have all combined to reawaken interest in consumers' right in the transaction process (Anayo, Edwin & Kalu, 2009).

There has been a global recognition of the fact that there is an existing imbalance of knowledge and power relationship between the producers of goods and services and customers (Ndubisi, Anyanwu & Nwankwo, 2016). Eze, Eluwa, and Nwobodo (2010) submits that this imbalance appears to tilt towards the advantage of producers, who are strengthened by the tradition maxim "caveat emptor" (let the buyer beware) and the ever-changing and growing free market philosophy which tend to put the producers and suppliers at liberty to do whatever they want to do. The consumers have thus over the years expressed one form of discontent or the other against the activities of organizations, with which they engage in trade relationships. This has led to the growth of mass movements (a phenomenon referred to as consumerism) that have forced marketing and business firms in general in most developed countries, especially in Europe and America to respond favourably and adopt better ways of delivering goods and services to the consumers (Bello, Suleiman & Danjuma, 2012). Ndubisi et.al., (2016) opined that the Nigerian consumers as a result of this knowledge imbalance had over the years suffered so much in the hands of producers and suppliers of goods and services with whom they were engaged in trade relationships in terms of supplying sub-standard goods and services, fake and expired products; this made the need for consumer protection paramount in the Nigerian society. Consumer protection in the opinion of Ladan (2008) is all about "the provision of appropriate and effective mechanism to protect the pecuniary, health, environment, safety and security interests of all legal persons against misleading, fraudulent and harmful business practices including manufacturing, trading, packaging, advertising, distribution and selling of goods and services to the ultimate consumers".

There is no well-defined rule of conduct with resultant consequences associated with breach of consumers' right by cloth constructor and haberdashers in Nigeria, there however exists many forms of conducts of sellers and constructor for which a breach can be implied. The resultant effects of these conduct is that consumer's welfare and subsequently consumer's loyalty is impaired (Federal Trade Commission Protecting America's Consumer, 2006). The success or otherwise of any campaign to improve customers satisfaction, and subsequently to attract and hold customers, must take into consideration the reduction of customers complains and dissatisfaction. Consumer dissatisfaction often arises from poor business practices and is an area that retailers must address in their effort to provide good customer service and encourage repeat sales and store loyalty (Anayo et. al., 2009). Customers rights and its enforcement are therefore of paramount importance to the development of the indigenous textile and clothing industry in Nigeria.

The issue of warranties as pertaining to purchase and construction of apparel in Nigeria has not gained enough attention in the governing and commercial system. Ndubisi et.al (2016)

opined that the government agency and officials that are responsible for consumer protection seem not to monitor adequately the activities of producers and sellers; this has to a great extent made both the suppliers of clothes, constructors and their valued consumers not to clearly define their respective rights within a transaction, thereby causing some confusion from time to time during transactions. Therefore, it has been very difficult for consumers' and sellers' disputes to be formally or legally settled. Over time, developing countries like Nigeria have consistently experienced a down trend in industrial production of apparel which may be attributed to a number of factors but it is pertinent to consider that one of the things that attract consumers to make their apparel purchases from developed countries is the assurance that their rights as consumers are protected.

The Government of Quebec (2017) had a written law that if the clothes or shoes bought are defective or cannot serve their purpose, the consumer must inform the merchant (and manufacturer, if applicable) of the problem. They will need to: repair the item of clothing or the shoes or have it repaired without charge; exchange it; or refund the money. For a given transaction between a consumer and a product or service rendering outlet, the consumer is expected to have full ownership of the product if it is a product delivering outlet, and in the same vein, the product must conform exactly to the seller's prescription of the sample or the item, without which the consumer has the right to reject the goods, demand a full refund and possibly claim charges. This is also the case even when the consumer has selected or examined the items before purchase (Consumer's Information, 2010). Majority of the warranties provided by law in developed countries are made known to consumers and are also accessible online which makes it easy to be consulted or referred to and makes it possible for the consumers to claim these rights. In Nigeria on the contrary, it has been observed that the interest of consumers on the issue of claiming their rights is on the low ebb, especially as related to apparel construction and purchase; granting of warranties for purchased or constructed apparel is not well known or practiced in the Nigerian market place. The problem of this study therefore is the inadequate awareness of consumer's right in the construction, purchase and services of textile and clothing items. Hence, this study emphasizes the use of legal means to solve all forms of infringement of consumers' rights, and at the same time, proffers working performance standards to be used by cloth sellers and constructors. This study examined the business experience of haberdashers and tailors in Gbagi and Aleshinloye markets; consumers' apparel patronage experience and the level of knowledge of the haberdasher, tailors and consumers on consumer right as related to apparel purchase, construction and services.

Implied and express warranty

Implied warranties are unspoken, unwritten promises, created by state law, that go from the seller or merchant to the consumers'. Implied warranties are based upon the common law principle of "fair value for money spent," There are two types of implied warranties that occur in consumers' product transactions. They are the warranty of merchantability and the implied warranty of fitness for a particular purpose implied (Federal Trade Commission Protecting America's Consumer, 2006). The implied warranty of merchantability is a merchant's basic

promise that the goods sold will do what they are supposed to do and that there is nothing significantly wrong with them. In other words, it is an implied promise that the goods are fit to be sold. It states that merchants make this promise automatically every time they sell a product they are in business to sell. For example, if an appliance retailer, sell an embroidery machine, he is promising that the embroidery machine is in proper condition for sale because it will do what the embroidery machine is supposed to do—which is to create an embroidery designs. If it does not design properly, or if it does not function properly, then it is not fit for sale as an embroidery machine, and the implied warranty of merchantability would be breached. In such a case, it requires the sellers of the embroidery machine provide a remedy so that the user gets a working embroidery machine. (Federal Trade Commission Protecting America's Consumer, 2006)

Express warranties, unlike implied warranties, are not "read into" sales contracts by state law; rather, the seller explicitly offer these warranties to his consumers' in the course of a sales transaction. They are promises and statements that you voluntarily make about your product or about your commitment to remedy the defects and malfunctions that some consumers' may experience. (Federal Trade Commission Protecting America's Consumer, 2006)

Measure of performance standard of clothing construction or purchase

This explains what is expected of constructed or purchased apparel, things that should be observed in the process of evaluating a garment, that is, what it should look like when it is being delivered to the end user. Consumer's Information (2010) and Clothing Construction Standards according to Hamilton (2015) suggested that the following indices should be considered in measuring performance standard in clothing construction;

- **Quality:** Satisfactory quality is defined as what a 'reasonable person' would regard as acceptable, and takes into account factors such as price paid, fitness for purpose specified, appearance and finish, freedom from minor blemishes, safety and durability. If it becomes apparent that an item is not of the quality which one has been led to expect from a seller acting 'in the course of a business' (i.e. not an informal sale), then, the consumers' is within his/her rights to return the product back to the retailer or tailor, even after some months of use. If a product develops a fault within the first 6 months, the assumption will be that this defect was present at the time of purchase. Therefore, returning an item after this 6 month time period does not apply.
- **Fitness of Purpose:** That's a legitimate claim as long as one is using the item for the purpose for which it was intended. This is the principle of fitness for purpose. Durability is another recent addition to the definition of quality. 'How long should a product last? This is a very common source of complaint and one which manufacturers were always quick to turn back on the consumer, requiring them to provide proof that the item did not conform to contract specification from the start, or implying an element of misuse or neglect. According to the new European Regulations in United Kingdom, the law now offers greater protection for consumers' against products which develop faults within the first 6 months, but on the average, individuals are advised to get relevant information from trade association in their locality on how long a commodity is supposed to last.

- Faulty: If an item is reduced due to a defect which one is not aware of, the item can be returned back on the basis of that defect. The same holds if a cloth is sewn or purchased at reduced price because of a missing element. However, on discovering another missing element which one was not informed of, one is free to return it on the basis of the second missing element (Hamilton, 2015).

Where the consumer has no right

The following are common situations.

- When the consumers' simply changed his/her mind or the item was not appropriate due to colour, size or style
- If the consumer bought a cloth expecting it to be a specific size, but it clearly isn't the expected size, this does not guarantee a refund, although one can usually exchange it.
- If the item of clothing is dirty and the mark can be removed by washing, this is not the same as damage and shops are not obliged to give any discount (Consumer's Information, 2010).

METHODOLOGY

The study was carried out in Ibadan, Oyo State, Nigeria. The city of Ibadan is the largest city in West Africa according to land mass (Nenge, 2018). The presence of Federal, State and private institutions contribute to the rapid educational, economic and social development of the city (Tomori, 2004). The study population comprises the registered tailors, clothing and textile sellers at Gbagi and Aleshinloye markets of the city. The total number of practitioners was known through their trade associations' register, In Gbagi market, there were 49,807 registered clothing sellers while in Aleshinloye market, the total number of registered fabric merchants, apparel sellers and tailors was 42,128; making a total of 91,935 registered practitioners in the two markets; according to the Presidents, Fabric Merchants Associations and the Tailors' Association). These two markets (Gbagi and Aleshinloye) were purposively selected because of their recognition locally and nationally as clothing trade markets (Okoroafor, 2017).

Sampling

The number of practitioners selected was calculated using the Yamane formula; $n = \frac{N}{1+N(e)^2}$ where $e = 0.09$. The calculated sample size for this study was therefore 124. One hundred and twenty-four practitioners and 124 consumers were selected for the study because of the large number of consumers which cannot be estimated. Stratified random sampling technique was used to select tailors, apparel and fabric sellers in each of the markets using the association's register. Questionnaire was used to collect the data, two sets of questionnaire was used for the research, one for the consumers while the other one was for the apparel/fabric sellers and tailors.

Method of data collection

The data was collected by making contact with the presidents of the trade association through whom appointment was booked to attend the association's meetings. At the meeting, respondents

were selected from their register, the contact details of these respondents were collected and appointments made with each of them. For respondents who could not speak or write in English Language, the contents of the questionnaire were interpreted to them in their local languages in form of an oral interview. Furthermore, the customers of the interviewed haberdashers and tailors were used for the study; questionnaires were administered to the customers that were present at the time of visit to the practitioners. Hence, a total number of 248 questionnaires were distributed and two research assistants were employed and briefed to assist in the administration of the questionnaires.

Data analysis

Descriptive statistics was used to analyse the data using frequency tables and percentages. A total of 216 copies of questionnaires were analysed; 108 questionnaires were analysed each for both the practitioners and the consumers due to loss and incompleteness of information.

RESULTS

Two sets of questionnaires were used for this study; one set for the consumers and the other set for the haberdashers and tailors. The study sought to examine the consumers' right in the Clothing industry and extent to which such rights can be exhibited during construction and purchase of apparels. More than half (66.7%) of the respondents were female, 57.4% the respondents completed their secondary school education which indicates that averagely, they have the ability to understand the questions they were asked during the survey and gave considerable information.

Table I: Business Experience of the Haberdashers and Tailors

SN	Statements	Labels	Frequency	Percentage
1.	When did you start the business	3-4 years	26	24.1%
		5-6 years	54	50.0%
		7-8 years	28	25.9%
2.	Do you give warranty to your customers?	Yes	2	1.9
		No	106	98.1
3.	Are you aware of consumer's right in apparel purchase and construction?	Yes	50	46.3
		No	58	53.7
4.	Do you know that there are standards for apparel sales?	Yes	27	25.0
		No	81	75.0
5.	Do you sign a warranty with apparel suppliers?	Yes	23	21.3
		No	85	78.7
6.	Have you mistakenly cut or miscalculated customer's measurement during apparel construction?	Yes	4	3.7
		No	104	96.3
7.	Have you experienced thieves stealing your customers' clothes from you?	Yes	3	2.8
		No	105	97.2
8.	Have you ever experienced sewing incorrectly for your customers?	Yes	23	21.3
		No	85	78.7

Averagely, the haberdashers and tailors in this study have about five (5) years of business experience. Almost all (98.1%) of them do not give warranty to their customers, about half (53.7%) of the apparel practitioners informed that they are aware of consumer rights in apparel purchase and construction. Majority (75%) claimed not to be aware of apparel sales standard. Also, majority (85%) of the haberdashers claimed that the apparel suppliers that they buy from to retail the fabrics/apparel do not also sign a warranty with them.

Table II: Knowledge of consumers' right of the Haberdashers and Tailors

S/N	Statements	Wrong (%)	Right (%)
1.	A warranty is?	82 75.9%	26 24.1%
2.	The two types of warranty are?	73 67.6%	35 32.4%
3.	Implied warranty is?	81 75.0%	27 25.0%
4.	Express warranty is?	79 73.1%	29 26.9%
5.	Measurements of performance standard of clothing construction are?	71 65.7%	37 34.3%
6.	The two types of implied warranty that occur in consumer's product are?	97 89.8%	11 10.2%
7.	One of the rights of customer is?	69 63.9%	39 36.1%
8.	Some of the basic information required for all warranties are?	74 68.5%	34 35.1%

Table II above shows the haberdashers and tailors' knowledge of consumer rights. Questions were asked in multiple choice questions format; for example, question 1: A warranty is?(a) warranty is implied and embroidery (b) A promise given by the producer to the consumers to stand behind a product (c) A promise given by the consumer to the producer (d) No idea . The sellers' knowledge was measured based on their responses to the questions which were marked as either wrong or right. The table shows that majority of the sellers gave wrong answers to the questions that were asked about warranties. The knowledge of majority (75.9%) of the practitioners about warranties is low; most of them (65.7%) do not know the measurements of performance standard in clothing construction and almost all (89.8%) of the respondents have low knowledge of the two types of implied warranty.

Table III: Consumers' Patronage Experiences

S\N	Statements	Labels	Freq.	Percentage
1	What type of clothing do you purchase	Ready-to-wear	60	55.6
		Cut & Sew	34	31.5
		Both	14	13.0
2	How long have you been purchasing it from this seller?	6 months,	2	1.9
		1 year	21	19.4
		2 years	62	57.4
		3 years	23	21.3
3	Do your sellers/tailors give warranty on clothes brought, or sewn?	Yes	2	1.9
		No	106	98.1
4	Have your clothes been mistakenly damaged by a tailor?	Yes	5	4.6
		No	103	95.4
5	Do you have a regular place, shop where you purchase apparel?	Yes	20	18.5
		No	88	81.5
6	How many cloth constructors have you taken as your customer?	1-2	48	44.4
		3-4	55	50.9
		4-5	5	4.6

Table III shows consumers' patronage experiences. More than half (55.6%) of the consumers purchase ready-to-wear and most of them have been buying for about two (2) years from the same haberdasher. Almost all the consumers (98.1) agreed that the apparel sellers and constructors do not give them any warranty. Although, almost all the consumers (95.4%) indicated that their clothes are usually not damaged by their tailors, also, majority of them (88%) patronise about three (3) tailors at a time and purchase clothing items from different haberdashers.

Table IV: Consumers' Knowledge of Consumers' Right

S/N	Statements	Wrong	Right
1.	Do you know that express warranty can take a variety of forms?	3 2.8%	105 97.2%
2.	Do you know there are consumer rights in apparel purchase and construction?	5 4.6%	103 95.4%
3.	A warranty is...?	4 3.7%	104 96.3%
4.	The two types of warranty are:	5 4.6%	103 95.4%
5.	Implied warranty is:	5 4.6%	103 95.4%
6.	Express warranty is:	5 4.6%	103 95.4%
7.	Do you know that if you buy clothes that have permanent stain you can return it?	58 53.7%	50 46.3%

Table IV shows consumers' knowledge of consumer rights in apparel purchase and construction. Consumers' responses were also rated wrong or right based on their responses to the multiple choice questions that were asked. Almost all (97.2%, 95.4%) the consumers know that express warranty can take a variety of forms and they also know that consumer rights exist in apparel purchase and construction. Also, almost all the consumers know what a warranty is with a percentage of 96.3%. However, less than half (46.3%) of the consumers know that they can return an apparel with a permanent stain on it which means they do not have a clear understanding of what consumer rights in apparel purchase fully entails.

DISCUSSION OF FINDINGS

Most of the haberdashers and tailors in this study have had at least 5 years of business experience, almost all (98.1%) of these practitioners claimed not give warranty to their customers, this may be because their customers do not request for it; the sellers on the other hand may not be willing to readily offer a warranty because it is law binding and since they may not be certain about the quality of the apparel that they sell especially if they were not involved in the production process. It is more likely that warranties are not given to customers because consumer protection in the clothing and textile sector is not taken as important in the Nation. Even though, about half (53.7%) of the clothing and textile practitioners claimed to be aware of consumer rights in apparel construction and purchase, this awareness does not spur them to allow their customers express their rights fully. Majority (75%) of these haberdashers informed that they have no knowledge of the standards for apparel sales. This ignorance explains the findings of Monye (2003) that there is an unprecedented growth in fake and sub-standard products in the Nigerian markets; this problem cuts across virtually all the sectors of the Nigerian economy including service providers.

Almost all (95.4%) the consumers in this study know that there are consumer rights in clothing construction and purchase; however, they do not take advantage of their rights as consumers. Anayo et.al. (2009) opined that when discussing consumers' rights, it is pertinent to understand the extent to which consumers have knowledge concerning their rights in an exchange process. One of the ways to establish this, is to understand whether they ask for receipts in each transaction as this represents a clear evidence that the transaction took place in the first instance, findings from their research showed that most (65%) of the consumers indicated that they do not ask for receipt after making purchases, this is similar to the attitude of the consumers in this study, the consumers are not readily conscious of their rights in the market place.

The study proposed a model which reveals the flow chart of performance standards for sewn garments and purchased fabric. Consumers who are not satisfied with the sewn garments would have to complain to the tailors/ garment constructors. If the garment is amendable then the tailor will amend; if not the consumer can either report to the Tailors Association or the Government organization in charge/Consumers Right Department. The Government organisation would place a penalty on such tailor (i.e. close down the shop/pay a fine mandate or replacement with a new fabric). On the other hand, amendable complaint must lead to consumers'

satisfaction. Similarly, the same applies to a fabric or apparel that is being purchased by a consumer. If a seller or tailor is able to make amends concerning a customers' complaint and ensures satisfaction from the consumers, this will bring about consumers' sustained loyalty leading to a positive word of mouth from the consumer and thereby results in more customers for the seller and better patronage.

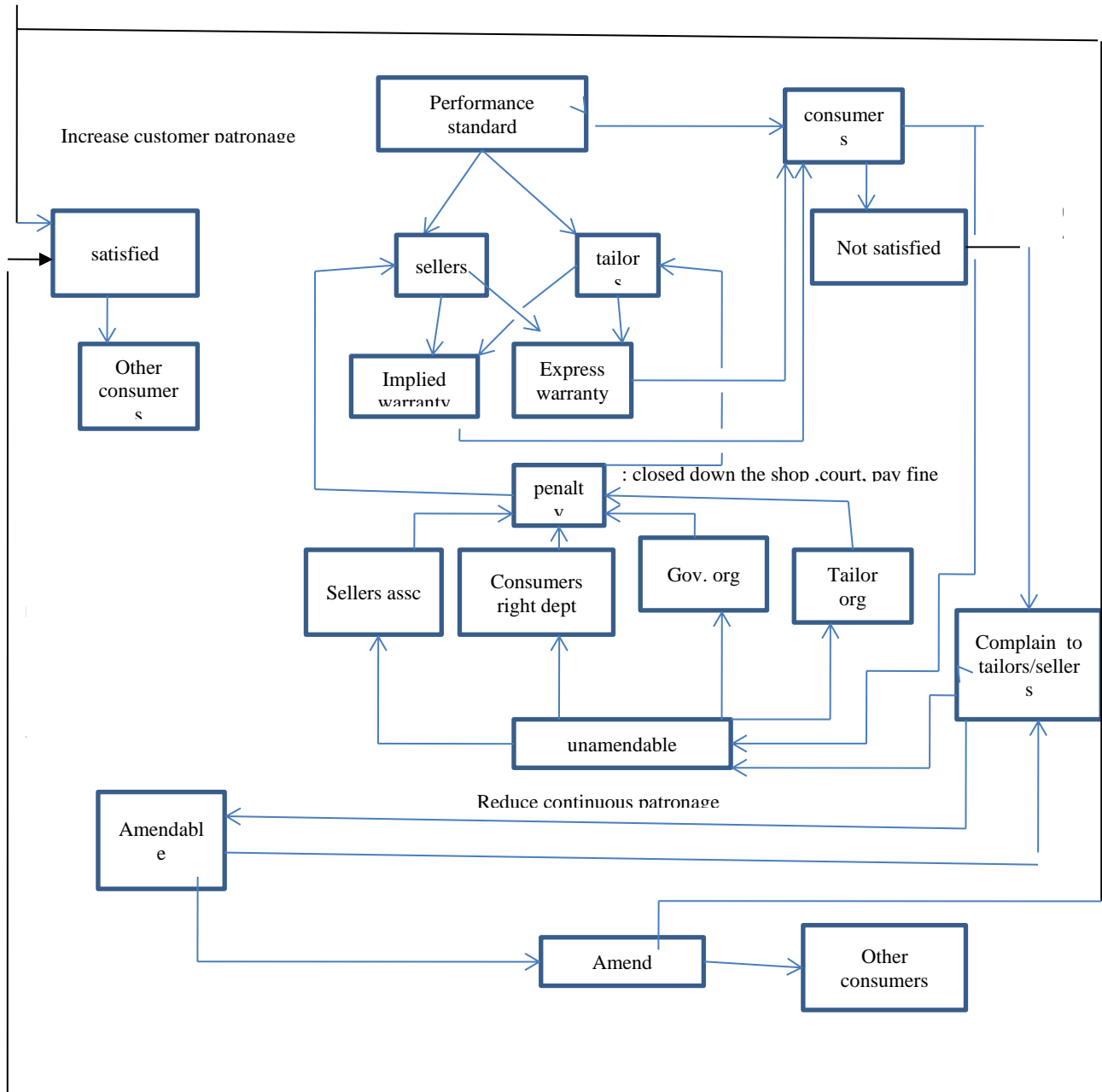


Figure 1: Flow Chart of Performance Standard for Apparel Purchase and Construction

CONCLUSION, IMPLICATION AND RECOMMENDATIONS

Based on the findings of this research, the result shows that the consumers are not conscious of their rights in apparel construction and purchase. Even though they claimed to have some knowledge about the types of warranties that exist, they usually do not request for warranty for apparel purchases and construction. Although, the haberdashers and tailors are also not willing to give the warranties as those practitioners that are aware of the possible use of warranties in clothing construction do not enlighten their consumers about it and do not give warranties; this may be as a result of the negative effects that they assume it may have on their businesses in terms of sales and profit.

The study proposed a consumer right model that can be used to tackle the issue of customer dissatisfaction, whether in a case of breach of agreement, sale of substandard clothing items or other problems. If the model is adopted, it will empower the consumers, increase consumers' confidence and trust and will in turn lead to an increase in sales for the haberdashers and tailors if they are able to correct the error. In addition, the sales of indigenous clothing and textiles will blossom if consumers are allowed the use of warranty, for instance, offering of warranty against hidden defects; this will in turn lead to consistent customer satisfaction in the Nigerian market place. One of such means to achieving this is for apparel constructors and sellers to establish laws, rules and guiding principles which will foster consumers' satisfaction when there is an infringement of rights.

Hence, this study recommends that; Government should enforce implementation of consumer right policies in the clothing and textile sector; workshops and seminars should be organised for the producers and retailers of apparel to increase awareness and knowledge of the consumers' rights and use of warranties during sales. Public awareness on consumer rights should be intensified by the concerned stakeholders through prints and electronic media; consumers' understanding of the various forms of rights of consumers in the clothing and textile industry will provide stakeholders with the necessary platform to seek redress. It is also expected to serve as an impetus to promote the development of the indigenous industry through building of consumers' confidence.

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