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Evaluation of Business Partnerships in Nigeria under the Companies and Allied Matters Act (Cama 2020)

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Abstract

The previous Companies and Allied Matters Act 1990 recognized general partnership as the only form of partnership in Nigeria at the time, it permitted individuals to enter into partnership for business and did not regard partners as independent from the business entity. In other words the principle in Salmon v Salmon which sees a company as a different entity from its members did not apply to general partnership and the implication of this was that the assets of the individual partners were unprotected from litigation and all partners had to share in any liability that arose from the wrong doing of one of them whether they were involved directly or not, thus CAMA 1990 was seen as not being business friendly and had the capability of stifling business growth. The signing of the Companies and Allied Matters Act (CAMA 2020) into law was regarded as a welcome development as it expanded the horizon of business partnerships in Nigeria by inculcating modern and more business friendly forms of partnerships in its provisions. This article studied and evaluated the various forms of partnership provided for under the new CAMA 2020 and how it benefits the business sector in Nigeria.

Keywords: Partnership, Liability, Limited, business, Nigeria, CAMA 2020

1. Introduction

There are numerous factors to consider when seeking to establish a business and one of such factors are the laws that regulate the establishment of businesses. Such laws determine the kind of business that can be established in a particular jurisdiction and the rights, obligations and liabilities attached to such businesses. Thus, any persons intending to establish a business anywhere in the world must endeavor to know what the business laws of the country it intends to establish its business provides and the type of business structures or organization available to them.

Currently it is the Companies and Allied Matters Act 2020 that regulates businesses, partnerships and companies in Nigeria and any person(s) seeking to establish any form of business in Nigeria must resort to it. CAMA 2020 repealed the Companies and Allied Matters Act (CAMA 1990) which previously regulated businesses and their operations in Nigeria, with regards to business partnerships CAMA 1990 only made provisions for general partnerships (under business names) which permitted individuals to enter into partnerships for business but did not regard the business entity as separate from the partners of the business (in the area of liability for debts and obligations) thereby making the partners personally liable for any liability accruing from the partnership and their personal assets as subject of litigation in matters arising from the partnership[404].The only benefit of the general partnership is that it is cheaper in terms of registration costs and has a lower

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[404] Brickstone Africa, "Limited Liability Partnerships Under CAMA 2020: Policy, Law and Regulatory Review" (2020) <https://brickstone.africa/limited-liability-partnerships-cama2020> assessed 25August, 2022

tax liability. CAMA 1990 did not provide any alternative form of partnership asides general partnership which made CAMA 1990 too strict and not business friendly with regard to partnerships. Thus, the signing of CAMA 2020 into law on 7th August, 2020 came with a lot of applauds within the business sector in Nigeria because with particular focus on partnerships the new law made some innovations and introduced two new forms of partnerships namely: Limited Partnership and Limited Liability Partnership, thus giving business investors who want to go into partnerships more options to choose from unlike the old law that restricted investors to only general partnership.

2. Understanding the Concept of Partnership

Partnership can be defined as the relationship which subsists between persons carrying on business in common with a view of making profit[405]. It is a legally binding agreement between two or more persons who come together to jointly establish a business with the intention of operating and managing the business together and jointly sharing the profits, liability and losses that will arise from the business. The question as to whether a relationship qualifies as a partnership is a question of both law and fact and not merely a question of fact, for example the relationship between members of a company is not a partnership or the fact that a shareholder receives dividends does not indicate a partnership between the shareholder and the company in the strict sense of it. In the case of ***Cox v Coulson***[3] M and B agreed to go into business together and form a limited liability company that would carry on IM's restaurant. B ordered certain goods from the plaintiff which were intended to be used by the company upon incorporation, B was declared bankrupt and the plaintiffs sued M on the grounds that he was a partner of B. It was held that M and B were never partners because they never intended to carry on business in partnership. The striking difference between a company and a partnership is that a company is a legal entity distinct from the members forming the company but a partnership generally speaking has no separate legal existence from its partners[406].

For any relationship to qualify as a partnership it must contain certain basic elements, which include:

1. There must be a business: *Business can be defined to include "every trade, occupation or profession[407]", the existence or carrying on of a business is vital for any relationship to qualify as a partnership, there is no partnership at all if there is a partnership on paper but no actual business exists or the proposed business is yet to commence[408].*
2. The business must be carried on in common by two or more persons:
   For any relationship to qualify as a partnership the business must be carried on in common by two or more persons (known as partners). In other words one person

[405] Section 1(1) Partnership Law of Lagos State, Cap PI 2015, also Section 1(1) Partnership Act 1890 [3] (1916) 2 K.B 177

[406] A.K Kurfi, "Business Law in Nigeria" (2005), Benchmark Publishers Kano Nigeria, ISBN: 978-2111-30-9

[407] Section 45 Partnership Law of Lagos State, Supra

[408] Uredi v Dada (1988) 1 NWLR pt. 69 p.237

cannot form a partnership, it must of necessity consist of at least two persons or more. This requirement does not necessarily mean that all the partners must actively participate in the running of the business, there may be dormant or inactive partners who contributed to establishing the business but an active partner would carry on and manage the business for the mutual benefit of all of them.

3. The business must be carried on with the intention to make profit:

   Any relationship that must qualify as a partnership must carry on its business with the intention of making profit. In any case where profit making is not intended such business will not be regarded as a partnership, in the case of ***Ugorji v Uzoukwu***[409] *a partnership established for charitable purposes was disregarded as a partnership because it lacked the element of profit making*[410].

Furthermore, in determining a partnership the fact that persons are in joint tenancy, joint property or common property does not itself create a partnership, also the sharing of gross returns does not in itself create a partnership although it can be regarded as an indication that a person who received share of the profit is a partner.

2.1 Formation of Partnership

Partnerships are usually formed by a contract or agreement entered into by the parties forming the partnership. There is no special rule as to how a partnership may be formed, it may be orally, in writing, by deed or by conduct.

1. Orally:
   A partnership can be established simply by the word of mouth of the partners forming the partnership.

2. In Writing:
   Here, the partners having agreed to enter into a partnership go further to put their agreement in writing and this is known as a "partnership agreement".

3. By Deed:
   Partners who have agreed to enter into a partnership may decide to execute "a deed of partnership" that will (in addition to being in writing) be duly executed as signed, sealed and delivered as a valid agreement stating the terms and conditions of the partnership and binding on all the partners.

4. By Conduct:
   In this case, a partnership maybe inferred from the conduct of the parties even where there is no oral or written agreement[411].

[409] (1972) 1 ANLR (Pt 1)
[410] O.B Akinola, "Corporate Law Practice" (2017), Malthouse Law Books, ISBN 978-978-959-724-6 (3rd Edition)
[411] ibid

It is however advisable for partners to draw up a formal agreement when entering into a partnership so as to ascertain the terms of the partnership and avoid unnecessary presumptions of law that may be contrary to intention and desire of the partners. Formal partnership agreements also reduce incidents of cheating, bad faith and oppression against any of the partners and in cases of confusion or crisis the written terms can serve as a reference to clarify issues that may arise in the course of the partnership. Formal agreements also come in handy when opening accounts, obtaining loans or during the award of contracts[412].

2.2 Legal Prerequisite for Partnership

For a partnership to be valid under the law it must meet certain legal requirements such as:

1. Legality of Business
   A partnership must be legal with regards to the business, purpose or transactions sought to be entered into by the partnership. Any partnership formed to carry on illegal business or transactions is invalid.

2. Number of partners
   By virtue of the provisions of section 19(1) of CAMA 2020 the minimum number of a partnership is two while the maximum number is twenty, once a partnership exceeds twenty partners it must register as a company, any partnership consisting of more than twenty persons is illegal and will attract a penalty[413]. However, the act creates an exception for partnerships of lawyers, accountants and co-operative societies in which partners may be more than twenty[414].

3. Capacity of partners:
   Any person entering into a partnership or becoming a partner is subject to the general rule of capacity to enter into a contract as provided under the law of contract. Thus, the categories of persons who cannot enter into a valid contract cannot also join in the formation of a partnership, they include infants or minor, persons of unsound mind, bankrupts and aliens, however in the case of a minor, a minor can enter into a partnership and the terms of the partnership will be binding on him unless he repudiates it before or within a reasonable time of attaining full age.

2.3 Dissolution of Partnership

Just like other form of business, a partnership may also be brought to an end and the process of bringing a partnership to an end is known as "dissolution of partnership". The various modes of dissolution of a partnership includes:

1. Dissolution by expiration of term

[412] A.K Kurfi Business Law in Nigeria, supra
[413] Section 19(3) CAMA 2020
[414] Ibid, Section 19(2)

Where the partnership is entered into for a fixed term or for a single venture, then upon the expiration of the term fixed or the termination of the venture the partnership is dissolved[415].

2. Dissolution by Notice
   Where the partnership is for an undefined term, it may be dissolved by one of the partners giving notice to the other partners of his intention to dissolve the partnership and the partnership will stand dissolved from the date mentioned in the notice and if no date is mentioned from the date of communication of the notice[416].

3. Dissolution by death or bankruptcy of a partner
   Unless the partners agree otherwise, every partnership is dissolved by the death or bankruptcy of any of the partners[417].

4. Dissolution by act of the partners
   Where a partner causes his or her share of the partnership property to be charged for a personal debt, other partners may have the option to dissolve the partnership[418].

5. Dissolution by illegality of partnership
   A partnership automatically dissolves upon the happening of any event that makes it unlawful for the partners to carry on their business as a partnership[419].

6. Dissolution by the court
   Where a partner makes an application to the court in the prescribed manner and the court makes an order for the dissolution of the partnership, the partnership will stand dissolved. The grounds upon which the court may make an order for the dissolution of partnership includes:

When a partner other than the one suing:

i. is adjudged to be insane ii. becomes permanently incapacitated to perform his or her part of the partnership iii. is found guilty of a gross misconduct that is capable of tarnishing the image or goodwill of the partnership

iv. is willfully or persistently in breach of the partnership agreement

v. when the aim of the partnership to make profit becomes unattainable and there is recurrent loss incurred in the course of managing the business

[415] Section 31 Partnership Law of Lagos & Section 32 Partnership Act, Supra
[416] ibid
[417] Section 32 Partnership Law of Lagos & Section 33 Partnership Act, Supra
[418] ibid
[419] Section 33 Partnership Law of Lagos & Section 34 Partnership Act, Supra

vi. when in the opinion of the court it is just and equitable to dissolve the partnership[420].

Where a partnership is dissolved, the properties of the partnership including its goodwill will be sold and the proceeds will be applied to the payment of any debt or liability of the firm, any surplus assets will be used to pay each partner what may be due to them respectively. If the assets of the partnership is insufficient to discharge its debts and liabilities then the individual partners will be responsible to bear the deficiency in the proportion in which they are entitled to share profits[421].

3. Laws Regulating Partnership in Nigeria

Before1990, partnership in Nigeria was mainly regulated by common law, rules of equity and statutory enactment particularly the Partnership Act of 1890[422] which is an act of the United Kingdom owing to the colonialization of Nigeria by the British. In 1990 Nigeria enacted her own indigenous company law which was known as Companies and Allied Matters Act (CAMA 1990) to regulate businesses, companies and partnership and in areas where CAMA 1990 was silent on any issue on partnership the Partnership Act of 1890 was resorted to.

In the year 2020, the CAMA 1990 was repealed and replaced by the Companies and Allied Matters Act (CAMA 2020) which was signed into law on 7th August, 2020. By this, CAMA 2020 became the law currently regulating businesses, companies and partnerships in Nigeria. It is worthy of note that some states of the Nigerian federation have also taken steps to enact their own Partnership Laws since the Constitution of the Federal Republic of Nigeria (CFRN 1999) places partnership on the concurrent legislative list thereby giving states the power to also legislate on matters relating to partnership, it is in this regard that Lagos State of Nigeria enacted The Partnership Law of Lagos State Cap PI 2015[423]. However, many states of the federation are yet to take this giant step.

As it currently stands, the overriding law on matters relating to partnership in Nigeria is the Companies and Allied Matters Act (CAMA 2020), where CAMA 2020 is silent on any issue or form of partnership recourse will be made to the partnership law of the states, but for those states that are yet to enact their own partnership laws recourse will be made to the Partnership Act 1890. It is also worthy of note that the rules of common law and principles of equity also apply to partnerships in Nigeria but only to the extent that the available statutory laws are silent on any issue in question.

4. Partnership Under CAMA 1990

Prior to the year 2020, the Companies and Allied Matters Act (CAMA 1990) regulated the affairs of partnership in Nigeria until it was repealed. CAMA 1990 only provided for and recognized the general type of partnership known as "general partnership". The provisions of CAMA 1990 for

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[420] Section 34 Partnership Law of Lagos & Section 35 Partnership Act, Supra

[421] Y.H Bhadmus, "Bhadmus on Corporate Law Practice" (2021) ISBN: 978-812856-4, 5th edition

[422] K.Agary, "Partnerships and Joint Ventures" (2018) <https://punchng.com/partnerships-and-joint-ventures> assessed 26 August 2023

[423] Isochukwu, "Introduction to Partnerships" <https://isochukwu.com/2017/12/29/company-law-2-9-introduction-topartnerships> assessed 26 August 2023

general partnership was subsumed in the provisions for business name under the Act except for the fact that for a proposed registration to be regarded as a general partnership it must involve two or more persons and it only made provisions with respect to the mode for registration but was silent as to definitions, mode of formation, legal requirements etc of general partnership in which case the provisions of Partnership Act 1890 came into play in those regard. General partnership under CAMA 1990 and the Partnership Act 1890 is one in which two or more persons known as partners pool resources, skills and expertise to own and manage a business together with the aim of making profits and are personally liable for any liability incurred under the partnership even if they had no personal knowledge or gave no approval for the act that incurred the said liability, each partner is made liable for the act of one another. They did not regard partnership as a separate entity from the partners which made the partners personally liable for acts done under the partnership and their personal assets could be used to offset the debts and liabilities of the partnership, thereby making the liability of each partner unlimited. This made partnership under CAMA 1990 very unattractive, too restrictive and capable of stifling business growth and development[424], it was too rigid in that it did not provide any alternative form of partnerships and recognized general partnership as the only form of partnership in Nigeria at the time, thereby leaving prospective investors who intend to go into partnership with no alternative to the general partnership.

Summarily, partnership under CAMA 1990 was not business friendly and discouraged the growth of partnership as a form of business in Nigeria. Investors who were not willing to incur unprecedented debts that they were at risk of incurring under general partnerships resorted to incorporating companies and this contributed to partnership being unpopular among businessmen and investors in Nigeria.

5. Partnership Under CAMA 2020

CAMA 2020 came into force with enormous innovations one of which is the creation of two new forms of business partnerships which were alien in Nigeria prior to its commencement, although it still made provisions for "General Partnership" as a form of partnership in Nigeria and this is provided for under the relevant provisions for business names under the act, with the provisions of the Partnership Act 1890 coming to play on issues CAMA 2020 is silent about with respect to general partnerships. The new forms of partnerships introduced under CAMA 2020 are different from the general partnership, they are known as:

1. Limited Liability Partnership (LLP), and
2. Limited Partnership (LP)

5.1 Limited Liability Partnership (LLP)

A limited liability partnership (hereinafter referred to as LLP) is a type of partnership that has a combined structure of "a partnership and a limited liability company (LTD)", it is provided for under Part C of CAMA 2020. An LLP is a body corporate and a legal entity separate from the

[424] Brickstone Africa, Limited Liability Partnerships Under CAMA 2020, supra

partners, it has a perpetual succession such that any change in the partners does not affect the existence, rights or liabilities of the limited liability partnership[425].Upon registration an LLP may sue and be sued in its name, acquire, own, hold, develop and dispose of property, may have a common seal and enjoy other benefits of a body corporate[426]. Under this type of partnership, the partners are regarded as agents of the LLP but not of the other partners[427], the partners are not personally liable (directly or indirectly) for an obligation merely because he or she is a partner of the LLP except for his or her own wrongful act or omission but not for the wrongful act or omission of other partners[428].Creditors are not allowed to pursue the personal assets of the partners in satisfaction of any debts owed to them under the partnership because the liabilities of the LLP is met out of the property of the LLP, the LLP will however not be liable for anything done by a partner where the partner has no authority to act on behalf of the LLP in doing a particular act, but where a partner has the authority of the LLP to act on its behalf then the LLP will be liable for any wrong or omission done in the course of the business of the LLP[429], also the liability of the partners is restricted to the amount of money they invested in the partnership. An LLP is itself not subject to paying tax like a company, but the individual partners are taxed on their personal income[430].

An individual or a corporate body may be a partner in an LLP provided that, in the case of an individual, he is not of an unsound mind or and undischarged bankrupt[431]. The LLP must at all times have at least two partners and if at any time the number of partners fall below two the LLP shall within six months while the number is reduced cease to carry on business, failure of which the only partner who carries on business after those six months and has knowledge of the fact that he is carrying on business alone shall be personally liable for any liability incurred during that period[432].

It is mandatory for every LLP to have at least two designated partners who are individuals and at least one of them must be resident in Nigeria. Where all the partners of the LLP are corporate bodies or combination of individuals and corporate bodies then at least two individuals who are partners of the LLP or nominees of the corporate body shall act as designated partners. The persons who are to be designated partners may be so stated in the incorporation documents and upon incorporation every person so stated becomes a designated partner or the LLP agreement may state who are to be designated partners and when such persons are to cease to be designated partners and any person who is to become a designated partner must give his or her prior consent in writing

[425] Section 746 CAMA 2020, supra
[426] Ibid, section 756
[427] Ibid, section 765
[428] Ibid, section 767
[429] Ibid, section 766
[430] N. Ewherido, "Partnerships in Nigeria-Guidelines for registration"<https://marcusokoko.com.ng/partnerships-innigeria-guidelines-for-registration> assessed 27th August, 2023
[431] ibid, section 747
[432] Ibid, section 748

to act as such. A person ceases to be a designated partner if he ceases to be a partner of the LLP[433] and unless where it expressly provided otherwise under the act, a designated partner is responsible for doing all the act, matters and things required to be done by the LLP with respect to compliance with the provisions of CAMA and as specified by the LLP agreement and will be liable for all penalties imposed on the LLP for the contravention of any such provisions[434].

To incorporate an LLP two or more persons associated for carrying on lawful business with a view to making profit must subscribe their names to an incorporation document and file same in the prescribed manner at the Corporate Affairs Commission (CAC)[435], upon satisfactory compliance with the provisions of the Act the Commission shall within 14days proceed to register the incorporation documents and issue a certificate that the LLP is incorporated by the name specified in the certificate as a Limited Liability Partnership under the Act and the certificate shall be prima facie evidence that the LLP is incorporated by the name specified in it[436]. Every limited liability partnership shall have the words "Limited Liability Partnership" or "LLP" as the last words of its name[437].

The life of an LLP may be brought to an end either by:

i. Winding up/dissolution under CAMA, the winding up or dissolution of an LLP may either be voluntary or by the court and an LLP so wound up may be dissolved[438], or

ii. Striking out the name of the LLP from the register of LLPs for being defunct by the Commission[439].

Law firms, accounting firms, consulting firms and businesses where all the partners are willing to be part of the daily management of the partnership business are the common users of the limited liability partnership (LLP)[440].

5.2 Limited Partnership(LP)

A Limited Partnership (hereinafter referred to as LP) is a combined structure of a "general partnership and a limited liability partnership (LLP)", it is provided for under Part D of CAMA 2020. An LP has no legal personality and therefore cannot sue or be sued in its corporate name alone without adding the name of the partners trading under the LP[441].

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[433] Ibid, section 749
[434] Ibid, section 750
[435] Ibid, section 753
[436] Ibid, section 754
[437] Ibid, section 757(1)
[438] Ibid, section 789
[439] Bhadmus on Corporate Law, supra
[440] N. Ewherido Partnerships in Nigeria-Guidelines for Registration, supra
[441] Koriat & co, "Doing Business in Nigeria: Choosing between Limited Liability Partnership and Limited Partnership" (2022)<https://koriatlaw.com/doing-business-in-nigeria-choosing-between-limited-liability-partnership-andlimited-partnership> assessed 28 August 2022 [40] Ibid

An LP is a type of partnership that consists of one or more persons called general partner(s) and one or more persons called limited partner(s), the liability of the general partner(s) is unlimited which makes him or her personally liable for all the debts and obligations of the partnership like in a general partnership but the liability of the limited partner(s) is limited to the amount he contributes or agrees to contribute to the partnership, unless where he participates in the management of the partnership[40]. At the time of entering into the partnership, each limited partner must contribute or agree to contribute a stated sum as capital or property valued at a stated amount and shall not be liable to the partnership beyond the amount contributed or agreed to be contributed, unless where the partners have agreed in writing that the limited partner shall not be under obligation to contribute any capital or property to the partnership[442].

A limited partnership must not consist of more than 20 persons and an individual or corporate body may be a partner in an LP, except in the case of an individual he is of an unsound mind or an undischarged bankrupt[443]. For a partnership to carry on business as an LP it must be registered as such, where the partnership intends to be an LP but fails to register as such, it shall be deemed to be a general partnership and every limited partner shall be deemed to be a general partner[444]. A partnership seeking to be an LP must apply for registration in the form prescribed by the Commission and shall specify the name under which it seeks to be registered, upon fulfillment of all requirement the Commission shall register the LP and issue a certificate of registration stating that it is registered under the act as an LP in the name it provided in the application for registration. The certificate shall be prima facie evidence that the partnership came into existence on the date of registration provided therein[445]. The name of the partnership must end with the words "Limited Partnership" or "LP".

A limited partner in an LP is not expected to take part in the management of the business of partnership and does not have the power to do any act that would be binding on the partnership, if a limited partner takes part in the business of the partnership he will be personally liable for any debts or obligations incurred while he took part in the management as though he is a general partner[446].

The death or bankruptcy of a limited partner shall not lead to the dissolution of the partnership and the lunacy of a limited partner shall not be a ground for the dissolution of the partnership by the court unless the share of the lunatic limited partner cannot be ascertained or realized and in the event of the dissolution of the LP its affairs will be wound up by the general partners unless the court orders otherwise.

[442] Section 795, CAMA 2020
[443] Ibid, section 796
[444] Ibid, section 797
[445] Ibid, section 789 & 799
[446] Ibid, section 806

It is also worthy of note that section 808 of CAMA 2020 expressly provides that the provisions of the Partnership Act 1890 apply to Limited Partnerships but its application is subject to the provisions of CAMA 2020 and only apply to the extent that they are not inconsistent with the express provisions of CAMA 2020. This is because LP's have an element of general partnership in its structure and general partnerships are largely regulated by the Partnership Laws of the states or the Partnership Act of 1890 for those states that are yet to enact their own partnership laws, therefore for those aspects of general partnerships that CAMA 2020 may not have provided for the 1890 Act will apply to the extent that it is not inconsistent with the provisions of CAMA 2020[447].

LP's are recommended where any partner(s) merely want to sponsor a joint business venture and is not willing to take part in the daily affairs of the partnership business[448].

6.0 The Effect of the New Forms of Partnerships Under CAMA 2020 on the Business Sector in Nigeria

The creation of the Limited Liability Partnership (LLP) and the Limited Partnership (LP) is one of the fundamental innovations of the Companies and Allied Matters Act (CAMA 2020) that has upgraded the business structure in Nigeria by expanding the business registration options available to investors intending to go into partnership in Nigeria, thus giving them viable and business friendly forms of partnership to choose from. Investors in Nigeria now have the option of registering either general partnerships, limited liability partnerships or limited partnerships depending on the intention and purpose of the partners and the extent of liability they are willing to incur.

This definitely has a positive effect on business in Nigeria, these positive effects include:

a. It gives room for those investors who are willing to stake so much and those who do not want to take up so much liability to both have a place in the Nigerian business sector through partnership, thereby expanding business and investment in Nigeria and pooling in more investors.

b. There is now room for an investor who only wants to provide the funds to establish a business but doesn't want to take part in the management of the business while still remaining a partner.

c. There is also the available option of having a partnership with its own corporate personality (i.e. the LLP) for investors who want to run a partnership while also enjoying the benefits of a corporate body.

[447] Bhadmus on Corporate Law, Supra
[448] Koriat & Co, Doing Business in Nigeria, Supra

d. Investors no longer have to mandatorily register limited companies anymore if any of the partnership options available under CAMA 2020 will serve their needs and this will definitely give room for partnership as a form of business to become more common and popular among investors.

7.0 Conclusion

Investors in Nigeria are no longer restricted to the general form of partnership which forced them into incurring an unlimited liability whether or not they wanted to (as it were under the old CAMA). The new CAMA 2020 has now expanded the scope of business partnerships in Nigeria and included new form of partnerships in addition to the general partnership which had been in existence, these new forms of partnership (i.e limited liability partnerships and limited partnerships) now provide investors with various partnership options to choose from depending on their needs and intentions. The partners also now have the liberty to decide how much liability they are willing to incur in the partnership without being forced to, this without gainsaying is an attraction to prospective investors and will over the years bring about an increase in the number of businesses and investments in Nigeria which will in turn help in the development of the nation's economy. CAMA 2020 has indeed created a pathway for partnership as a business structure to thrive in Nigeria and this is indeed a welcome development.

1.0 Recommendations

A lot of work needs to be done in the area of educating and enlightening the business community, investors and even legal practitioners about limited liability partnerships and limited partnerships as new forms and structures of business partnerships in Nigeria. A lot of persons in Nigeria and even foreigners who carry on business in Nigeria are still unaware of the availability of these new business partnership options, even legal practitioners who are aware of its inclusion in the laws are yet to get a hang of what these new forms of business partnerships entails. Educating the public and especially the legal practitioners is very important because a lot of businessmen and investors depend on their lawyers to advise them on the best options available to them when they want to start up their businesses thus it is important that the legal practitioners are knowledgeable about these new forms of business partnership so as advise their clients appropriately.

The Corporate Affairs Commission which is the body responsible for the implementation of the provisions of CAMA 2020 in association with the legal community and other business stakeholders should consider a corporate public enlightenment program that would bring to bear the existence, pros and cons of these new business partnership options available to investors and also help corporate bodies and government agencies know of these new forms of partnership so that they will readily accept them and be willing to do business with them.