

IN THE MAGISTRATES' COURT OF RIVERS STATE  
IN THE PORT HARCOURT MAGISTERIAL DISTRICT  
HOLDEN AT PORTHARCOURT BEFORE HIS WORSHIP. G.C.AMADI ESQ.  
SITTING AT SMALL CLAIMS COURT AT CHIEF MAGISTRATE COURT 8, ON THE 2<sup>nd</sup>  
FEBRUARY 2024.

SUIT NO. PMC /SCC/219/2023

VICTOR U.UZOCHUKWU ESQ

AND

LAURIE KNIGHT

}

CLAIMANT

}

DEFENDANT

JUDGMENT

This is the final judgment in this suit wherein the claim before the court, dated and filed on the 15<sup>th</sup> January, 2024 is for:

1. The sum of N300, 000 being the cost of the services rendered to the Defendant on the 12/9/2023.
2. The sum of N200, 000 as damages for inconveniences suffered, loss time and loss of revenue.

In proof of their case, the Claimant called one witness and the defendant never appeared in this matter.

On the 12<sup>th</sup> January, 2024, an application to enter plea of not liable for the Claimant was granted and the matter was set down for hearing.

On the 16th of January, 2024, the Claimant testified as CW1 and stated that he is the Claimant. He applies to adopt his witnesses deposition on oath filed on the 15<sup>th</sup> of January, 2024. In the said deposition on oath, the CW1 stated that on the 12th of September, 2023, the defendant was arrested and detained at Abacha Road Divisional Police Headquarters, GRA Port Harcourt, Rivers State in lieu of a matter between the Defendant and the management of Sparklyn Hotels and Suits, a hotel she lodged into upon her visit to Port Harcourt and was in need of the services of a lawyer to assist and facilitate her release at the Police Station and that as a legal practitioner, the Defendant engaged his service and he visited the station on same day and represented the Defendant. That he facilitated the Defendant's release from detention and personally took her to her to another hotel at about 8pm on same day to enable her comfortably lodge into the said hotel after which she requested that he submits his bill invoice on the next day for the payment of his services.

Testifying further, the defendant stated that on the 13th of September, 2023, he submitted his bill invoice of N300,000 to the Defendant which she accepted and promised to make the payment before the end of the same day, but that however, he has not received any



had the breach or injury not occurred. As a result, the assessment of damages is based purely on damages flowing naturally from the breach. *Stephen Okongwu V NNPC* (1989) 4 NWLR (Pt 115) 296 @ 306h-307a; *GFK Investment Ltd V Nigeria Telecommunications Plc* (2009) 15 NWLR (Pt 1164) 344; @ 384D-E.

The award is quantified by what in the opinion of a reasonable person is considered adequate loss or inconvenience which flows naturally, as generally presumed by law, from the act or conduct of the Defendant. It does not depend upon calculation made and figure arrived at from specific items. See *Odulaja v Haddad* (1973) 11 SC 357; (1973) 11 S.C. (Reprint) 216; *Lar v Stirling Astaldi Limited* (1977) 11-12 SC 53; (1977) 11-12 SC (Reprint) 106 and *Osuji v Isiocha* (1989) 6 S.C. (Part II) 158; (1989) 3 NWLR (Part 111) 623

To buttress the inconveniences and harm flowing therefrom, the CW1 had testified that 13th of September, 2023, he submitted his bill invoice of N300,000 to the Defendant which she accepted and promised to make the payment before the end of the same day, but that however, he has not received any payment from the Defendant till date and all attempts to get the Defendant to make the said payment have proved abortive. That he served the Defendant with a letter of demand filed on the 20/10/2023 through a bailiff of the court and notwithstanding receiving the letter, the Defendant has refused to make any payment.

The award of general damage is quantified by what in the opinion of a reasonable person is considered adequate loss or inconvenience which flows naturally, as generally presumed by law, from the act or conduct of the Defendant. It does not depend upon calculation made and figure arrived at from specific items. See *Odulaja v Haddad* (1973) 11 SC 357; (1973) 11 S.C. (Reprint) 216; *Lar v Stirling Astaldi Limited* (1977) 11-12 SC 53; (1977) 11-12 SC (Reprint) 106 and *Osuji v Isiocha* (1989) 6 S.C. (Part II) 158; (1989) 3 NWLR (Part 111) 623

It is obvious from the unchallenged testimony of the CW1 that he has suffered some inconveniences arising from the refusal of the defendant to pay his fees for services rendered.

1. The sum of N300, 000 being the cost of the services rendered to the Defendant on the 12/9/2023.
2. The sum of N200, 000 as damages for inconveniences suffered, loss time and loss of revenue.

**IT IS THUS ADJUDGED** that the Defendant to pay the Claimant the sum of **N300, 000** being the cost of the services rendered to the Defendant on the 12/9/2023.

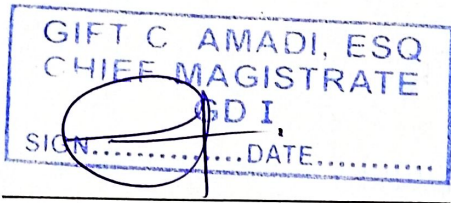
**IT IS THUS ALSO ADJUDGED** that the Defendant to pay the Claimant the sum of **N50, 000** as damages for inconveniences suffered, loss time and loss of revenue.



**AND IT IS ORDERED** that the defendant to pay the Claimant, the aforesaid sum of **N300,000** and **N50,000** representing the cost of the services rendered to the Defendant by the Claimant and general damages respectively.

**AND IT IS FURTHER ORDERED** that the defendant do pay to the Registrar of this court, the total sum of N350,000 (Three Hundred And Fifty Thousand Naira only ) representing the total sum the cost of the services rendered to the Defendant by the Claimant and general damages

**TAKE NOTICE** –That if payment is not made as above ordered, a warrant or warrants may issue requiring an officer of the court to levy the sum above mentioned, to the Claimant together with further costs.



**G.CHINYERE AMADI. ESQ.**  
**CHIEF MAGISTRATE G.D.I**