

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 CHIEF MAGISTRATE COURT 7, ON THE 30th JANUARY 2025

SUIT NO. PMC /SCC/01/2025

MR. EZE PRINCEWILL

}

CLAIMANT

AND

ONENGIYE OFORI GEORGEWILL

}

DEFENDANT

JUDGMENT

This is the final judgment in this suit wherein the claim before the court, dated and filed on the 6th January, 2025 is for:

1. An order of this Court compelling the defendant to pay the Claimant the sum of N3,312,500.00 as debt for drinks purchased.
2. An order of this Court compelling the defendant to pay the defendant the sum of N500,000 as professional fees

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

On the 21st January, 2025 an application to enter plea of not liable for the defendant by the defendant counsel was granted and hearing notice was ordered to be served on the defendant and the matter was set down for hearing.

On the 23rd of January, 2025, the Claimant was present and the defendant was absent. On this date, the CW1, who is also the Claimant on record commenced his evidence in Chief and stated he knows the Defendant in this suit. On the 3rd day of May, 2024, the Defendant purchased drinks from me worth the sum of N4,660,000.00 (Four Million Six Hundred and Sixty Thousand Naira) only. That the Defendant promised to pay the said cost of the drinks on the 10th day of June, 2024 and issued a Cheque to that effect.

In compliance with the Defendant's instruction, he tendered the cheque on the 10th day of June, 2024 but the cheque turned out to be a dud cheque.

That consequently, he made several calls across to the Defendant which he refused to take and after several pressure from her, which includes tracing the Defendant's house and



involving the Nigeria Police, the Defendant finally paid the sum of N1,347,500.00 (One Million Three Hundred and Forty Seven Thousand, Five Hundred Naira) only, leaving unpaid the sum of N3,312,500.00 (Three Million Three Hundred and Twelve Thousand, Five Hundred Naira) only.

That he instructed his lawyer to write a letter of demand to the Defendant requesting for the payment of my money but the Defendant refused and he engaged the services of Silver and Jons Legals to recover the debt which he paid N 500,000.00 (Five Hundred Thousand Naira) only as legal fees.

The CWI identifies the official receipt of Silver and Jons Legals, FCMB Cheque and the demand letter dated 27th December, 2024 and they were admitted in evidence and marked as Exhibits A, B, and C respectively.

Testifying further, the CWI states that he wants the Court to order the Defendant to pay the money he is owing for the drinks, the money he spent as legal fees and 10% interest on monthly basis on the judgement till the judgement sum is paid. That this is due to the constant fall in the value of the Naira.

At the end of the evidence of CWI, the defendant is foreclosed from cross examining the CWI and from defence and the matter was adjourned for judgment.

A total of two (3) exhibits were tendered in evidence in the course of the trial.

That said, I will proceed to consider the case of the parties in the light of the relevant laws. I have noted the essence of the claim have also taken cognizance of the evidence before the court. I have read all the exhibits and I have couched a lone issue for determination and that is whether the Claimant has discharged the burden of proving his claim before the Court.

Suffice is to say that before the court adjourned the matter for hearing and heard the matter, the court always satisfied itself that:

1. The processes have been duly served on the defendant
2. That the time before the date of service and the date of hearing was sufficient for the defendant to have appeared had he intended to do so.

From the evidence of the Claimant and the claim before the Court, On the 3rd day of May, 2024, the Defendant purchased drinks from her worth the sum of N4,660,000.00 (Four Million Six Hundred and Sixty Thousand Naira) only. That the Defendant promised to pay the said cost of the drinks on the 10th day of June, 2024 and issued a Cheque to that effect.

In compliance with the Defendant's instruction, he tendered the cheque on the 10th day of June, 2024 but the cheque turned out to be a dudo cheque. To buttress this assertion, the CWI tendered Exhibits A-C before the Court.

Further the CWI testified that after several pressure from her, which includes tracing the Defendant's house and involving the Nigeria Police, the Defendant finally paid the sum of

N1,347,500.00 (One Million Three Hundred and Forty Seven Thousand, Five Hundred Naira) only, leaving unpaid the sum of **N3,312,500.00** (Three Million Three Hundred and Twelve Thousand, Five Hundred Naira) only.

Suffice is to note at this point that none of the facts stated by the claimant's witnesses were controverted in evidence or denied by the defendant and so will be deemed by this court as admitted. The law is that facts admitted need not be proved by evidence. Please refer to the case of **AYOKE V. BELLO (1992)10 NWLR (PT 218) PG 380 RATIO 2; O.A.A COOPERATIVE SOCIETY VS. NACP LTD (1999) 2NWLR (PT 590) PG 234, RATIO 4** to the effect that what is not denied is deemed admitted and what is admitted need not be proved.

On the undisputed and clear evidence before the court, the court will hold that the claimant has discharged the burden of proving that he is entitled to his claim before the Court.

IT IS THUS ADJUDGED that the Defendant to pay the defendant the sum of **N3,312,500,00** as debt for drinks purchased.

AND, IT IS FURTHER ADJUDGED that the Defendant to pay the Claimant, the sum of **N500, 000** (Five Hundred Thousand Naira) as professional fees

AND IT IS ORDERED that the defendant to pay the Claimant, the aforesaid sum of **N3,812,500, 000** (Three Million, Eight Hundred and Twelve Thousand, Five Hundred Naira) with immediate effect

AND IT IS FURTHER ORDERED that the defendant do pay to the Registrar of this court the total sum of **N3,812,500, 000** (Three Million, Eight Hundred and Twelve Thousand, Five Hundred Naira) above mentioned representing the principal sum of **N3,312,500** (Nine Hundred Thousand Naira) and **N500,000** (Five Hundred Thousand Naira) as professional fees.

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.

GIFT C. AMADI, ESQ.
CHIEF MAGISTRATE
GBI
SIGN: [Signature]

G.CHINYERE AMADI, ESQ.
CHIEF MAGISTRATE

