

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 14, ON THE 29th of
FEBRUARY 2024

SUIT NO. PMC /SCC/24/2024

SEIPRIBO HORSFALL OPUBO CLAIMANT }
}

AND

1. KINGSETT MINING CO.LTD & ORS
2. GLOSH TECH LTD-KM
3. ORGANE TECH LTD
4. KUNFEM ART & CRAFT VENTURES-ADGN03
5. WHHADGN
6. UYI SAM IDEMUDIA
7. AHMADU SULEIMAN
8. OHA ONYINYECHI GIFT
9. CHIOMA CHINYERE
10. HENRY CHUKWUEBUKA
11. CHUKWUNONYE EMMANUEL

} DEFENDANTS

JUDGMENT

This is the final judgment in this suit wherein the claim before the court, dated and filed on the 31st Of January, 2024:

1. An order of this Court compelling the defendants to pay the Claimant, the sum of N1,102,500(One Million, One Hundred And Two Thousand, Five Hundred Naira) only being money invested in the defendants business
2. N500,000 as general damages

The Claimant called one witness and the defendants never appeared in this matter.

On the 16th February, 2024, the Claimant was present and the defendants were absent. An application to enter plea of not liable for the defendants by the Claimant counsel was granted and the matter was set down for hearing.

On the 19th day of February, 2024, the CW1, who is also the Claimant on record, testified and adopted his witness deposition on oath and stated that on the 11th of December, 2023, he was contacted by the 1st defendant with a business plan of investing into Gold, That he was informed that the investment is managed by the 1st defendant through the 2nd to the 11th defendants. That though the defendant did not give him any written agreement, their assurances to him is that upon making the investment, his capital and profit shall become payable on the 3rd of January , 2024 and same paid to him without any default. That this assurance prompted him into paying a total of One Million , One Hundred And Two Thousand , Five Hundred Naira only(N1,102,500) into the following accounts belonging to all the Defendants as provided by the 1st Defendant as follows:

- a. N200,000 to the 1st defendant on the 11/12/2023
- b. N1,600 to the 1st defendant on 12/12/2023
- c. N4,300 to the 3rd defendant on the 16/12/2023
- d. N4,300 to the 3rd defendant on the 17/12/2023
- e. N4,300 to the 3rd defendant on the 17/12/2023
- f. N4,300 to the 4th defendant on the 18/12/2023
- g. N76,000 to the 4th defendant on the 23/12/2023
- h. N100,000 to the 4th defendant on the 26/12/2023
- i. N20,000 to the 4th defendant on the 25/12/2023
- j. N199,700 to the 3rd defendant on the 19/12/2023
- k. N15,000 to the 6th defendant on the 31/12/2023
- l. N35,000 to the 4th defendant on the 29/12/2023
- m. N79,000 to the 4th defendant on 25/12/2023
- n. N25,000 to Ahmadu Suleiman on the 1/1/2024
- o. N40,000 to the 1s defendant on the 11/12/2023
- p. N137,000 to the 2nd defendant on the 20/12/2023
- q. N80,000 to the 4th defendant on the 25/12/2023
- r. N77,000 to the 3rd defendant on the 19/12/2024

The CW1 identifies the transfer receipts and same is applied to be tendered in evidence by the Claimant, Transfer receipt is admitted in evidence as Exhibit A1-A17

Testifying further, the CW1 stated that the said defendants failed to make payments as promised to be made on the 3rd January, 2024 and have refused to provide explanation for the delay. That he is being owed the sum of N1,102,500(One Million, One Hundred And Two Thousand, Five Hundred Naira) and that the failure of the defendant to pay him the money is causing deep inconveniences and huge difficulties till date.

That he wants the Court to make an order, Court compelling the defendants to pay him, the sum of N1,102,500(One Million, One Hundred And Two Thousand, Five Hundred Naira) only being money invested in the defendants business and N500,000 as general damages

At the close of the evidence of CW1, the defendants were absent and there was no explanation as to their absence and on sighting the proof of service of the Court process on the defendants, the defendants were foreclosed from cross-examining the CW1 and the matter was adjourned for defence.

On the next date adjourned which is the 26/2/2024, the Claimant and his counsel were present and the defendants were all absent and no appearance for the defendants. The Court, on sighting the proof of service of the Court process on the defendants via the affidavits of service dated the 21st of February, 2024 and the Hearing notice dated the 19th February, 2024, the defendants were foreclosed from defending the claim and the matter was adjourned for judgment.

A total of Seventeen(17) exhibits were tendered in evidence in the course of the trial.

Whether The Claimant Has Discharged The Burden Of Proving His Claim Before The Court.

The law is now trite that he who asserts must prove
The Claimant have asserted that on the 19th day of February, 2024, the CW1, who is also the Claimant on record, testified and adopted his witness deposition on oath and stated that on the 11th of December, 2023, he was contacted by the 1st defendant with a business plan of investing into Gold, That he was informed that the investment is managed by the 1st defendant through the 2nd to the 11th defendants. That though the defendant did not give her any written agreement, their assurances to him is that upon making the investment, his capital and profit shall become payable on the 3rd of January , 2024 and same paid to him without any default. That this assurance prompted him into paying a total of One Million , One Hundred And Two Thousand , Five Hundred Naira only (N1,102,500).

I have taken a close look at the transfer receipts , Exhibit A – S and it is the stance of this Court, that the Claimant have established his claim on the strength of transfer receipts, Exhibit A1-A17 and the oral evidence of the CW1 which was uncontroverted in evidence. On these clear evidence before the court, the court will hold that the claimant has, on the preponderance of evidence discharged the burden of proving that he is entitled to an order of this Court compelling the defendants to pay the Claimant, the sum of N1,102,500(One Million, One Hundred And Two Thousand, Five Hundred Naira) only being money invested in the defendants business

On the Claim for general damages: The correct assessment for general damages remains an award that compensates the injured party and restores it to the position it would have been 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 StirlingAstaldi 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

From the Exhibit A, it can be seen that the Claimant has suffered loss of his money and the attendant emotional and financial inconvenience and harm
On the undisputed and clear evidence before the court, and on the strength of the Exhibits 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 ADJUDGED1. An order of this Court compelling the defendants to pay the Claimant, the sum of N1,102,500(One Million, One Hundred And Two Thousand, Five Hundred Naira) only being money invested in the defendants business

IT IS FURTHER ADJUDGED that the Defendants to pay to the Claimant, the sum of N500,000 (Five Hundred Thousand Naira) as general damages

AND IT IS ORDERED that the defendants to pay the Claimant, the aforesaid sum of N1,602,000,00(One Million, Six Hundred And Two Thousand Naira)only being the sum of N1,102,500(One Million, One Hundred And Two Thousand, Five Hundred Naira) invested in the defendants business by the Claimant plus N500,000(Five Hundred Thousand Naira) as general damages .To be paid by the defendants to the Claimant on or before the 7th day of March, 2024

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
GD I
SIGN.....DATE.....

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

