

**IN THE CHIEF MAGISTRATE COURT OF RIVERS STATE, NIGERIA
IN THE RUMUODOMAYA MAGISTERIAL DISTRICT
HOLDEN AT RUMUODOMAYA**

**BEFORE HIS WORSHIP B.H. ABE (MRS), ESQ., SITTING AT THE CHIEF
MAGISTRATE COURT 1, RUMUODOMAYA ON FRIDAY THE 31ST DAY OF
JANUARY, 2025**

RMC/SCC/21/CS/2024

BETWEEN

MR. GOODLUCK IBAGA - **CLAIMANT**

VS.

MR. RICHARDO CHRISTOPHER - **DEFENDANT**

Matter for Judgment

Defendant in Court, claimant absent

Bright .E. Nwaoma Esq for the claimant, .A. Amadioha Esq for the defendant

JUDGMENT

The Claimant claims against the Defendant as follows:

The Payment of N140,000.00 (One Hundred and Forty Thousand Naira) only, as his salary owed by the defendant after working for him. He has also written a demand letter through his lawyer. He has also served him a demand letter from this Court and he refused to pay.

Facts

On the 22nd July, 2024, parties were present in Court, at the commencement of this matter, the Court granted leave to both parties to settle out of Court amicably upon the application of the defence; .A. Amadioha, Esq., B. E. Nwaoma appeared for the claimant, he was not opposed to the application.

On the 4th September, 2024, the Court was informed by the claimant's counsel, that settlement had broken down, the leave for out of Court settlement was thus vacated and the case adjourned for hearing.

Cw1 gave evidence afterwards on the 13th September, 2024, the defendant was in Court, Bright .E. Nwaoma appeared for the claimant, .A. Amadioha for the defendant, he informed the Court his name is Goodluck Ibaga, living at No. 76 Rumuahorlu, off Rumuokoro, a teacher. He knows the defendant, the defendant employed him as a

science teacher, he worked with him from May, 2023 to December, 2023, he does not pay salaries. He paid his last salary in August, 2023 and part payment was made in September, 2023, from then till December, 2023, he has not been paid his salaries, the defendant has been promising to pay to no avail.

In February, 2024, he contracted his lawyer, who wrote to the defendant, the defendant's counsel replied, they met for a peace talk, he promised to pay to no avail.

He served him a demand letter from Court. The letter to the defendant is before me as Exhibit A, dated 14th February, 2024. The letter of demand Exhibit B that is Form RSSC 1.

The result sheet tendered was marked rejected, because it did not have the school's official letterhead.

He prayed the Court to grant all his claims, salary arrears of N140,000.00, cost of litigation at N120,000.00, damages at N100,000.00, he suspended his master's programme because of this and has spent so much money on this case.

The Court foreclosed the defence from cross-examination of cw1 due to his absence on the 13th November, 2024, though that was vacated by the Court on the 27th December, 2024, upon the application of the defence.

In the course of cross-examination, some pertinent questions asked were as follows;

Que. - Any document to show you were employed?

Ans. - The man is a cheat, he did not give any employment letter, but I have evidence of working with him till December, 2023.

Que. - You were doing your masters at that time?

Ans. - I was doing my masters and working with him as a part-time staff. I go to school three times a week.

He denied that all his evidence given were lies.

On the 3rd December, 2024, the defendant gave evidence, gave his name as Mr. Richard Obilor, led in evidence by his counsel, A. Amadi-Oha. A school proprietor, living at No. 9 Inenwo close, off Obi Wali Road, Rumuigbo.

He confirmed he knows the claimant, he was his teacher, started in May, 2023, worked with him as a part-time teacher from May to July, he paid him, from August, he was owing him N10,000.00, September N10,000.00, full salary in October, 2023 at N40,000.00, total N60,000.00.

The claimant did not work in November and December, he came twice in November, he was to work part-time, he did not prepare exams in November, he did not teach because he was owed money, students did not go home with results because of this, some parents withdrew their kids.

He did not work in November and December, owing him only N40,000.00.

He gives firstly, probation letter, secondly, confirmation letter; thirdly, appointment letter admitted as Exhibit C.

End of evidence of Dw1.

Cross-examination of Dw1 on the 20th December, 2024.

He confirmed the claimant wrote a demand letter to him, though he demanded more than he was owed.

He confirmed settlement of N200,000.00 with the claimant out of Court, though he claims it was made under duress, the money was to be brought in cash, that is why the matter is still ongoing.

Case adjourned afterwards for adoption. Both counsel adopted their final written address on the 20th January, 2025, defence's final written address is dated 30th December, 2024, while that of the claimant's counsel is dated 16th January, 2024.

The claimant's written address;

In view of the facts and evidence before this Honourable Court, the claimant formulated the issue for determination; whether the claimant has proved his case as to entitle him to the reliefs sought?

Your Worship, we answer the sole issue formulated by the claimant as Yes.

He submitted thus; it is our humble submission that this Honourable Court grants the claimant's claims and the reliefs sought. The defendant in his evidence admitted owing the claimant the sum of N140,000.00 (One Hundred and Forty Thousand Naira) only, facts admitted need no further prove. See UBA vs. Jargaba (2007) All FWLR (pt. 380) 1419 @ 1423.

It is the claimant's humble plea that the claimant is entitled to the damages with a total of N360,000.00 as claimed.

It is our further submission that the claimant approached this Court to ask for the payment of his accumulated salaries as pleaded by the claimant in his evidence-in-chief on 13th September, 2024 and 23rd September, 2024 and we urge this Court to grant same.

The claimant submits that the defendant is owing the claimant the sum of N140,000.00 (One Hundred and Forty Thousand Naira) only, nothing more.

The defendant's written address;

Whether the claimant has proved his case as to entitle him to the reliefs sought?

Your Worship, we answer the sole issue formulated by the defendant in the negative. The law is trite that he who asserts must prove. See section 131 of the Evidence Act.

The level of proof needed in the circumstances of this case is as per the required standard of proof in civil case; it is a cardinal principal of law that civil cases are decided on the preponderance of evidence. See the cases of Emeka vs. Chuba-Ikpeazu & Ors. (2017) 15 NWLR (pt. 1583) 345; ABC (Transport Company) Ltd. vs. Miss Bimmi Omotoye (2019) LPELR – 47829 (SC).

It is our submission that there is nothing before this Honourable Court to substantiate the claimant's claims and the reliefs sought. The defendant in his evidence admitted owing the claimant the sum of N60,000.00 (Sixty Thousand Naira) only, facts admitted need no further prove. See UBA vs. Jargaba (2007) All FWLR (pt. 380) 1419 @ 1423.

It is our contention that the claimant is not entitle to any damages. In his evidence, the claimant testified on 23rd September, 2024 that he finished his Master's Degree Programme two (2) months ago. This would mean that while working for the defendant, he was running his Full Time Master's Programme. The whole idea of damages is to restore the person wronged, often the plaintiff into what is called restitution in integrum, which means that he is entitled to recover such a sum as will replace him, as far as can be done by compensation in money, in the same position as if the loss or damages had not been inflicted on him. See SPDC Nig. Vs. Katad Nig. Ltd. (2005) All FWLR (pt. 263) 675 @ 679.

The claimant did not lose nothing within his period the defendant is indebted to him, rather through the proceeds from the defendant; he was able to complete his Master's Programme. It is disheartening to note that due to the lackadaisical attitude of the claimant to duties, two (2) parents withdrew their children from the defendant's school, hence a loss to the defendant.

It is our further submission that the claimant approached this Court to deceive it and also fabricate lies against the defendant. The claimant in his evidence-in-chief on 13th September, 2024 and 23rd September, 2024 never mentioned to this Court that he was a part-time staff in the defendant's school. In other to strengthen his lies, under cross examination on 27th November, 2024, the claimant called the defendant a "**Cheat**" who does not give employment letters to his staff. The defendant in rebuttal tendered Exhibit C before this Court. In Michael Dan Udo vs. Chief C. Udom Eshiet (1994) 8 NWLR (pt. 363) 482 @ 503 paras. B – D where Niki Tobi held:

“The position of the law is that parol evidence cannot or could not be allowed to contradict documentary evidence. The rationale is clear. A document is not capable of telling a lie unless by direct human intervention. A human being is more prone to telling lies in Court, as he sees the trend of evidence”.

Your Worship, Exhibit C speaks for itself and cannot be contradicted by a mere parol evidence of the claimant that the defendant does not give employment letter. Therefore, the claimant is not entitled to any damages or cost.

The defendant contends that he is only owing the claimant the sum of N60,000.00 (Sixty Thousand Naira) only, nothing more. There is no evidence before this Court to support the claimant's claims and for the grant of the relief sought. Therefore, the claims sought ought to fail.

The Court thus adjourned for judgment.

Issue for determination

Whether the claimant has proved his case on the preponderance of evidence before the Court to be entitled to his claims?

COURT

Having perused via the written address of both counsels, I observed that the claimant's counsel in his written address stated that the defendant in his evidence admitted owing the claimant the sum of N140,000.00, see paragraphs 1.4 and 3.2 of his written address.

There is no evidence before me with such admission.

The defendant in his evidence admitted that he owed the claimant the sum of N60,000.0 and not N140,000.00.

N10,000.00 for August, N10,000.0 for September and his full salary of N40,000.00 in October, 2023 total N60,000.00. He admitted that the defendant is his part-time teacher, who worked with him from May to July, he did not work in November and December and this affected his students performance, leading to parents withdrawing their kids from school.

Exhibit C tendered by the defence, confirmation of appointment as a classroom teacher, on a salary scale of N40,000.00 with effect from May, 2024 is before this Court; signed by the defendant as the proprietor/director. It is evident from Exhibit C that the salary of the claimant was N40,000.00 as submitted by the defendant in his evidence.

A worker is entitled to his salary/wages as of right and not as of privilege (law).

The parties both entered into a contract, wherein the defendant being his employer was to pay him at the end of the month, N40,000.00 being the agreed salary, the claimant being a part-time teacher, with effect from May, 2024, Exhibit C.

The claimant sued the defendant for the sum of N140,000.00 for unpaid salary owed to him, after working for him, the defendant in his evidence-in-chief agreed that he owed him N60,000.00 and not N140,000.000.

Exhibit A – a demand letter dated 14th February, 2024 was written to the defendant by the claimant's counsel, notifying the defendant of his unpaid debt to the claimant for August, 2023, N10,000.00, September to December, 2023 no salary was paid to the claimant. The claimant was employed in May, 2023 by the defendant as a science teacher in Eagle Speed Int'l School, Rumuigbo, Rivers State.

For four months, no salary was paid to him, totaling N160,000.00, with balance of N10,000.00 from August, 2023, total N170,000.00, in January, 2024, the defendant paid him N30,000.00 out of the N170,000.00 leaving a balance of N140,000.00 left unpaid.

A letter of demand, Form RSSC 1, Exhibit B before me as sent to the defendant, demanding the payment of N140,000.00 to him, for unpaid salary.

In civil cases, the claimant must proof his case on the preponderance of evidence and the balance of probabilities. See section 134 of the Evidence Act, 2011. The burden of proof lies on the claimant, see sections 131 to 135 of the Evidence Act, 2011. This was rightly submitted by the defence.

The appointment letter Exhibit C, referred to his temporary appointment letter, his appointment was confirmed as a classroom teacher after his probationary period with the school. The defendant in his evidence said the claimant was given a probation letter, confirmation letter and then appointment letter, Exhibit C.

This established a contractual relationship between both parties. Once documentary evidence supports oral evidence, documentary evidence becomes a hanger from which oral evidence is assessed, making it more credible as rightly stated by the defence in his final written address, see;

1. Ohujile vs. Adeagbo (1988) 2 NWLR (pt. 75) 238.
2. Kimdey vs. Military Governor of Gongola State (1988) 5 SCNJ 28.

The claimant, the aggrieved party is well within his legal right to sue the defendant for breach of contract. In suing for breach, the claimant must proof that the breach occurred.

The claimant however failed to substantiate his claim fully, he did not produce any evidence to show that the defendant is owing him N140,000.00 for September to December, the demand letters do not suffice as adequate proof of his claims, see sections 131(1) and 133 of the Evidence Act, 2011, he who asserts must prove.

The claimant called the defendant a cheat during his cross-examination submitting that he did not give him any employment letter and he had evidence of working till December, though not before the Court, the employment letter is before me as Exhibit C, the claimant was not being a witness of truth at this point, the Court cannot pick and choose what to believe, the Court must establish its findings on the preponderance of evidence before it.

The claimant admitted he was a part-time teacher running a master's programme. The defendant claims that the claimant did not teach in November and December, admitted owing him only N60,000.00 for August, September and October, 2023.

Admitted facts need no further proof as rightly submitted by both counsels in their written addresses. See section 123 of the Evidence Act, 2011 and (1) Anthony vs. Ayill & Ors. (2004) All FWLR (pt. 227) 444 at 482; (2) Elendu vs. Ekweoba (1995) 3 NWLR (pt. 386) 704 at 747.

No one sets to prove that which has already been admitted; not denied, see Olale vs. Ekwelendu (1989) 7 SCNJ (pt. 2) 62 at 102.

Consequently, the Court hereby only acknowledges the debt of N60,000.00 as admitted by the defendant and not the N140,000.00 claimed by the claimant, for lack of sufficient proof on the claimant's part, the Court is not a father Christmas and cannot go looking for proof of the claimant's claim. The Court relies on the evidence before it in deciding its cases.

The claimant could have tendered evidence to show what salaries had been paid and that left unpaid to substantiate his claim for arrears of unpaid salaries at N140,000.00. This he failed to do and so the Court cannot grant his claims.

The Court will not award damages to the defendant, he has not sufficiently proved his entitlement thereto. The Court will only award damages to the claimant.

Accordingly, the Court hereby orders that the defendant pays the claimant the sum of N60,000.00 owed to him for his teaching contract with the defendant's school. Every worker is entitled to his wages by law.

The claimant is entitled to damages at N100,000.00 for the denial of his salary to him as at when due, for the period he worked for the school, August to October, 2023.

This will cover the losses incurred by the claimant and the inconveniences he suffered from being owed his salaries, suspension of his master's programme also. this will help mitigate his losses; compensation for his losses.

See;

1. Vital Investment Ltd. vs. CAP Plc (2022) 4 NWLR (pt. 1820) 249,
2. UBN Plc vs. Agabule (2011) 18 NWLR (pt. 1278) 152.

As rightly submitted by the defence, damages paid will restore the claimant that has been wronged to his position before the loss or damages inflicted on him. See BA vs. Atoyebi (2014) 13 NWLR (pt. 1424) 253.

The Court will also grant his claim of N120,000.00 for cost of litigation. If the defendant had paid him his salaries as at when due, they will not be in Court, they could have settled when the Court granted leave for out of Court settlement.

At the time the Court granted leave for out of Court settlement, the defendant knowing that he owed the claimant N60,000.00 could have paid him immediately to avoid this case being tried by this Court, having admitted owing him in his evidence-in-chief.

Consequently, the Court hereby orders as follows;

1. That the defendant pays the claimant, N60,000.00 (Sixty Thousand Naira) only as debt for unpaid salaries, from August, 2023 to October, 2023, forthwith, and not N140,000.00 (One Hundred and Forty Thousand Naira).
2. That damages in the sum of N100,000.00 (One Hundred Thousand Naira) only, be paid by the defendant to the claimant forthwith.
3. That the defendant pays the claimant N120,000.00 (One Hundred and Twenty Thousand Naira) only as cost of litigation.

This is the Court's judgment.

MRS BARIYAAH .H. ABE
Chief Magistrate
31st January, 2025.

