

**IN THE SMALL CLAIMS COURT OF RIVERS STATE, NIGERIA  
IN THE RUMUODOMAYA MAGISTERIAL DISTRICT  
HOLDEN AT RUMUODOMAYA**

**BEFORE HIS WORSHIP B.H. ABE (MRS) SITTING AT THE CHIEF  
MAGISTRATE COURT 1, RUMUODOMAYA, ON THURSDAY THE 28TH DAY  
OF NOVEMBER, 2024**

**RMC/SCC/17/2024**

***BETWEEN***

**EMEKA NWADISIA** - **CLAIMANT**

**VS.**

**JOHN ANIH** - **DEFENDANT**

Matter for Judgment

**JUDGMENT**

The claimant claims as follows;

The claimant claims against the defendant, the sum of N715,000.00 (Seven Hundred and Fifteen Thousand Naira) only, being money supposed to be resolved out of Court, though all efforts to recover the money proved abortive.

**Facts**

The letter of demand Form RSSC 1 is before the Court, Form RSSC 2 also, being the complaint Form.

The defendant filed a defence, disputing the full claim of the claimant, submitting that he does not owe the claimant the alleged sum.

The affidavit of service is also before the Court in Form RSSC 6, the defendant was served on the 10<sup>th</sup> May, 2024.

The defendant on the 29<sup>th</sup> May, 2024 pleaded not liable to the claim, both parties were in Court.

A motion on notice was filed by the defence, praying the Court to dismiss the claimant's suit in its entirety, the Court dismissed the preliminary objection filed by the defence.

On the 22<sup>nd</sup> July, 2024, cw1, Emeka Nwadisias gave evidence, informing the Court that he is in Court due to an unreconciled debt, which parties had not settled, N715,000.00 (Seven Hundred and Fifteen Thousand Naira) only. The initial case was partly settled out of Court after the defendant pleaded with him.

He tried to contact the defendant but to no avail and so they could not resolve the issues, so he filed this suit for his money to be paid to him by the defendant, the defendant blocked his line, so he could not reach him on the phone.

He was cross-examined by the defence, Prince F. U. Ossih, Esq.

In the course of cross examination, he confirmed he had three transactions with the defendant.

He confirmed also that he had been in this Court before with a claim that has been struck out.

He confirmed that he claimed N346,000.00 before this Court previously.

The defendant paid only N180,300.00 out of the said N346,000.00 leaving N215,000.00 unpaid.

He is presently claiming N715,000.00 (Seven Hundred and Fifteen Thousand Naira).

He gave the defendant N115,800.00, the defendant paid him N135,000.00 in two instalments of N90,000.00 cash and N45,000.00 via his account after taking the defendant to the police.

He denied been paid N100,000.00 by the defendant via First Bank, A.K. promise. He said he received only N90,000.00, on the 12<sup>th</sup> December, 2021.

On the 30<sup>th</sup> November, 2022, he called the defendant not to pay any money to anybody.

He denied that he paid the defendant N115,800.00.

He denied the letter of demand to the defendant with respect to this claim, demanding N215,000.00, by his lawyer.

The letter from C. O. Ojirevwe, Esq. was denied by him, though admitted in evidence as Exhibit A (Letter of Demand).

No reexamination afterwards.

The claimant closed his case and the Court adjourned for defence.

On the 10<sup>th</sup> September, 2024, the defence opened its case with F. U. Ossi appearing with H. O. Anih, claimant appeared in person.

Dw1 gave her name as Ojirevwe Cynthia, informing the Court she knows the claimant.

In February, 2024, Madam Gift Elenwo, pleaded with her to assist the claimant with his legal issues, to write to the person owing him, the letter was handed over to the Court bailiff, done pro-bono, Dw1 identified Exhibit A as the letter written on behalf of the claimant by her.

Cross-examination of Dw1 by the claimant in person

Dw1 confirmed she does not know the defendant in person. One of the registrars, Madam Gift Elenwo here in Rumuodomaya introduced the claimant to her.

She confirmed the claimant engaged her, asked her to write a demand letter, she gave the letter to the bailiff of Court to go and serve the defendant.

She advised the claimant not to bring this suit to Court after seeing the motion for Estoppel with the defence counsel, because the Court had heard it, that was the last time she saw him. Gift Elenwo can attest to the fact that the claimant engaged her to write the letter for him. Though the claimant denied engaging her services, he paid for the delivery of the letter. Dw1 submitted that the defendant sent all his information to her via WhatsApp and also a voice note with over 1000 messages.

Dw2, John Anih gave evidence on the 13<sup>th</sup> September, 2024 led by F. U. Ossi with H. O. Anih. He said he knows the claimant they are family friends, lived in the same compound with the claimant.

He denied being indebted to the claimant of the sum on the claim.

In January and February, 2011, he introduced the claimant to forex business, he gave him N115,800.00, the business failed, one month later, he lost N2,000,000.00, he paid him on the 2<sup>nd</sup> June. He told the police the defendant owes him N366,000.00.

The claimant paid N250,000.00 to his forex account, paid N115,800.00 to his account, balance was N366,000.00. Dw2 paid N150,000.00 to the account the police gave him. He sued him for N346,000.00 in June, 2022, when he had paid almost everything.

The Court calculated N130,850.00 in that suit for the defendant to pay the claimant through his lawyer, the defendant paid the amount to the account of the claimant, which he acknowledged.

See Exhibit B, the ordinary summons of the first case struck out by this Court.

He paid the claimant N130,850.00 in Court.

On the 2<sup>nd</sup> of June, 2021, he paid N20,000.00 to the claimant.

On the 8<sup>th</sup> of June 2021, he paid N30,000.00 to the claimant.

Totaling N320,000.00, five hundred and something.

He denied being indebted to the claimant, he paid an excess of N200,000.00, paid to the defendant.

Bank statements of the defendant were tendered in evidence, before me as Exhibit C, the money paid by the claimant too the defendant is contained therein.

### **Cross-examination of Dw2**

Some answers deduced from the pertinent questions asked in the course of cross examination are as follows;

The defendant confirmed knowing the claimant for over a decade, he does contract in buildings, does not know him as a telecom Engineer.

His indebted to the defendant at only N115,800.00 and that is why they are in Court.

Denied collecting N250,000.00 from the claimant, denied that the claimant took him also to Sterling Bank to make the withdrawal on the 8<sup>th</sup> February, 2021.

Accepted the transfer of N15,800.00 from the claimant in his house on the 8<sup>th</sup> February, 2021, also accepted being given N100,000.00 by the claimant on the 8<sup>th</sup> March, 2021, while in Owerri.

Denied collecting N356,800.00 from the claimant.

Affirms payment of N115,800.00 again to him by the claimant.

Exhibit D was tendered being payment of N250,000.00 to the defendant on the 8<sup>th</sup> February, 2021.

Dw2 insisted that he does not know the claimant as a telecom Engineer, the claimant gave him N115,800.00 for Forex business, when it crashed, he paid him back

completely. The claimant did not give him N715,000.00. he paid over N115,800.00 to the claimant.

See bank statements, Exhibits E and F, proof of payments to the claimant as settlement on the 2<sup>nd</sup> February, 2021 and 2<sup>nd</sup> June, 2021.

At the end thereof, there was no reexamination.

The defence closed his case and the Court adjourned for adoption of final written addresses.

The Defence adopted his final written address on the 15<sup>th</sup> October, 2024 dated 2<sup>nd</sup> October, 2024. He raised the sole issue for determination as thus;

The sole issue for the determination of this Honourable Court is whether the Claimant has proved his case on the balance of probability so as to be entitled to the judgment of the court?

The answer to the only issue raised for determination in this proceeding is in the negative, according to the defence.

He prayed the Court to dismiss the claim of the claimant, every new claim in the address of the claimant should be dismissed, especially that of withdrawing cash and paying to the defendant.

He submitted therein that the Claimant had retained the services of a legal practitioner to write a letter of demand on his behalf against the Defendant for the sum of N215,000.00 (Two Hundred and Fifteen Thousand Naira) only, the said letter of demand dated the 15<sup>th</sup> February, 2024 was admitted as exhibit in this proceeding and it was done before the institution of this action. So, if the Defendant was ever indebted to the Claimant to tune of N715,000.00 as contained in this claim, the Claimant's solicitor's letter dated 15/02/2024 should have contained the said sum.

The Defendant tendered bank statements of account containing the sum the Claimant paid to him and also all the sum of money he has paid to the claimant by way of the repayment of the alleged debt, which is far above the money the Claimant paid to the Defendant.

The Claimant also tendered a bank statement which also corresponds with the one tendered by the Defendant further claimed that he made some cash withdrawal and handed over the cash to the Defendant which the Defendant denied and the Claimant has no any proof to show that such money was indeed handed over to the Defendant, we urge the court to disregard such a frivolous claim of the claimant and deal with the amount contained on the statement of account of both the Claimant and Defendant which are concrete evidence.

The Claimant himself has admitted that he received the sum of N100,000.00 (One Hundred Thousand Naira) only as an out of court settlement in the earlier proceedings, but that it was not adequate, the Claimant also admitted that the claimant paid him the sum of N135,000.00 (One Hundred and Thirty-Five Thousand Naira) only and another sum of N130,000.00 (One Hundred and Thirty Thousand Naira) only at the Police Station, where the Claimant earlier arrested the Defendant in this same debt transaction.

All the admitted sum by the Claimant amounted to N365,800.00 (Three Hundred and Sixty-Five Thousand, Eight Hundred Naira) only, before the Claimant admitted the receipt of another sum of N20,000.00 (Twenty Thousand Naira) only which the Defendant did not even remember, the Claimant made this admission on the 17/09/2024, so, if the N20,000.00 (Twenty Thousand Naira) is added to the

N365,800.00(Three Hundred and Sixty-Five Thousand, Eight Hundred Naira) it will be N385,800.00.

The Claimant asked the Defendant on the 17/09/2024 under cross-examination "Mr. John, I gave you a total of N350,000.00 (Three Hundred and Fifty Thousand Naira) only" the question is contrary to the claim of the Claimant before this court for the sum of N715,000.00 also contrary to the solicitor's letter of the claimant for N215,000.00 (Two Hundred and Fifteen Thousand Naira) only.

It is his submission that the testimony of the Claimant is not supported by any evidence and should be discountenanced, it is the Claimant's case that should fail if no evidence is led; see Section 132 of the Evidence Act 2011. And if the Claimant has any evidence and had failed to tender it, it follows that if it was tendered it will be against the Claimant see Section 167 (d) Evidence Act 2011.

It is our final submission that the claimant has failed woefully to prove his case, and we urge the Court to so hold, and submit further that the defendant has made a good defence and urge the Court to order the claimant to pay to the defendant all the sum of money in excess of the sum of N115,800.00 being the sum admitted by the defendant.

The claimant adopted his final written address dated 14<sup>th</sup> October, 2024, wherein he posited as follows;

The claimant sued the defendant on account of renegeance on the agreement reached to strike out suit RMC/SCC/12/2023, on the 13<sup>th</sup> of September, 2023. The amount on the demand notice was partly paid then with an agreement to pay the remaining N215,000.00 (Two Hundred and Fifteen Thousand Naira) and other incidental expenses to be settled amicably out of Court, incidental damages and cost of litigation at N500,000.00 (Five Hundred Thousand), hence, the demand for N715,000.00 (Seven Hundred and Fifteen Thousand Naira) only.

The defendant approached the claimant on the 17<sup>th</sup> of January, 2021 for a friendly loan. On the 8<sup>th</sup> of February, 2021, the claimant availed him with N250,000.00 (Two Hundred and Fifty Thousand Naira) by cash and N15,800.00 (Fifteen Thousand Eight Hundred Naira) only, from an Anambra project fund to be paid by March, 2021 ending. Again, on the 8<sup>th</sup> of March, 2021, the defendant requested a further loan of N100,000.00 (One Hundred Thousand Naira) only from an Owerri running project fund to be paid at the end of the same March, 2021 to the sum of N365,800.00 (Three Hundred and Sixty-Five Thousand, Eight Hundred Naira) tendered in the Exhibit of Sterling Bank Statement of Account of 0079414934, February/March, 2021.

The sum of N580,000.00 (Five Hundred and Eighty Thousand Naira) only, was borrowed with amortization plan of twelve months. The first moratorium matured in late May, 2021, the defendant paid N20,000.00 (Twenty Thousand Naira) only by cash acknowledged by him on his cross-examination on 28<sup>th</sup> May, 2021, he later paid N20,000.00 (Twenty Thousand Naira) only, twice on 2<sup>nd</sup> June and 8<sup>th</sup> June, 2021 tendered in Exhibit of Sterling Bank Statement of Account of 0079414934, June,

2021. Finally, N40,000.00 (Forty Thousand Naira) only was paid on the 6<sup>th</sup> of February, 2022 (through defendant's wife account) tendered in Exhibit of First Bank Statement of Account of 3093221703 of February, 2022. The entire payment sum of N100,000.00 (One Hundred Thousand Naira) only, paid as at February, 2022.

In August, 2022, the claimant complained to the police, the defendant willingly agreed to pay N266,000.00 (Two Hundred and Sixty-Six Thousand Naira) only, but eventually paid N135,000.00 (One Hundred and Thirty-Five Thousand Naira) only, between 12<sup>th</sup> December, 2022 and 3<sup>rd</sup> February, 2023.

While in Court, the defendant paid N130,000.00 (One Hundred and Thirty Thousand Naira) only on the 29<sup>th</sup> of August, 2023; and agreed to pay the incurred encumbrances and incidental costs out of Court through his former counsel as recorded in the proceedings of suit RMC/SCC/12/2023 on 13<sup>th</sup> September, 2023.

The defendant lied on oath about receiving N115,800.00 (One Hundred and Fifteen Thousand Naira) only. Because, he paid a N100,000.00 (One Hundred Thousand Naira) only, before February, 2022 elapsed, again he paid N135,000.00 (One Hundred and Thirty-Five Thousand Naira) only, as at February, 2023 bringing the two amounts to N235,000.00 (Two Hundred and Thirty-Five Thousand Naira) only.

Finally, he chose to pay out of Court another N130,000.00 (One Hundred and Thirty Thousand Naira) only, as recorded in the Court proceeding of 13<sup>th</sup> September, 2023 of suit No: RMC/SCC/12/2023. All sum to N365,800.00 (Three Hundred and Sixty-Five Thousand, Eight Hundred Naira) only. It is clear and very convincing that the defendant owed more than what he claimed.

The defendant lied again on oath that he paid about N320,000.00 (Three Hundred and Twenty Thousand Naira) only. It is incredible that the defendant could not remember that he admitted to have paid N365,800.00 (Three Hundred and Sixty-Five Thousand, Eight Hundred Naira) only recorded in the Court proceeding of RMC/SCC/12/2023 of 13<sup>th</sup> September, 2023. It took the claimant to jog his memory back to his payments in paragraph 1.3. by cash and through his wife.

The defendant has resorted to putting up figures as they come his way as can be seen in the paragraph 3.4. of his written address where he arrived at the sum of N385,800.00 (Three Hundred and Eighty-Five Thousand, Eight Hundred Naira) only. It is more convincing that the defendant has derailed and has only concocted lies in his testimonies and came to deceive this Honourable Court.

In the final analysis, the defendant has shown repeated inconsistencies and does not have any locus to deny indebtedness to the claimant. He blocked the claimant's three phone lines from reaching him for several years so as not to be able to communicate with him. Even the entire service to the defendant where herculean to be done. The defendant's actions have caused the claimant severed business relationships, colossal financial losses, embarrassments, trauma and irreversible health breakdown.

The claimant humbly appeals to this Honourable Court to grant him judgment on his unpaid money of N215,000.00 (Two Hundred and Fifteen Thousand Naira) only and award him a compensatory cost of N500,000.00 (Five Hundred Thousand Naira) only for damages and litigation costs.

The case was thus adjourned for judgment afterwards.

### **Issue for determination by the Court**

Whether the claimant has proved that the defendant owes him N715,000.00 (Seven Hundred and Fifteen Thousand Naira) only, which he claims the defendant owes him, from the preponderance of evidence before the Court?

### **COURT**

The crux of this suit lies in the debt owed to the claimant by the defendant, the claimant had sued the defendant previously before this Court in RMC/SCC/12/2023, the Court encouraged parties to settle out of Court and after being informed that they had settled, struck out the suit filed by the claimant against the defendant, no judgment was given by this Court in that suit.

It is the claimant's claim that the defendant failed to pay the outstanding sum of N215,000.00 and so he has further sued for the recovery of the debt of N215,000.00, he has also included N500,000.00 for damages and cost of litigation, bringing it to a total of N715,000.00.

From the evidence adduced by both parties, the defendant admits that he gave him a loan of N115,800.00, which he had fully paid back to him.

In the course of cross-examination of Dw2 by the claimant, the defendant admitted that he collected N115,800.00 from the claimant via a transfer of N15,800.00 on the 8<sup>th</sup> February, 2021 in his house and N100,000.00 on the 8<sup>th</sup> March, 2021.

He denied collecting N356,800.00, which the claimant contends that he gave him. The defendant also denied collecting N250,000.00 from the claimant though he admitted the claimant gave him N250,000.00 in his evidence-in-chief.

Exhibit A, the demand letter from Dw1, C. O. Ojirevwe, Esq. dated 15<sup>th</sup> February, 2024 to the defendant, requesting that the defendant pays the claimant the said sum of N215,000.00 is before the Court in proof of the debt of N215,000.00 by the defendant to the claimant.

In the course of cross-examination of cw1, the claimant, he informed the Court that the defendant paid him only N180,300.00 out of N346,000.00, leaving N215,000.00 unpaid.



This calculation of the claimant is wrong. N346,000.00 – N180,300.00 (unpaid by the defendant) will give a total of N165,700.00 and not N215,000.00 as calculated by the claimant.

Sections 131 to 134, Evidence Act, 2011, provides that, “whoever desires any Court to give judgment as to any legal right or liability must prove that those facts exist, dependent on the existence of facts, which he asserts”.

The burden of proof lies on such person see section 131(2) of the Evidence Act, 2011.

Civil cases are proved by the preponderance of evidence and the balance of probabilities – see section 134 of the Evidence Act, 2011.

The claimant has failed to establish the right amount of money, which the defendant owes him. It has been established in this suit that the defendant paid N115,800.00 to the claimant, though the claimant claims the defendant paid him only N135,000.00. N90,000.00 paid on the 12<sup>th</sup> December, 2021 and N45,000.00 paid to the claimant by the defendant. The burden of proof lies on the claimant to prove before the Court, the defendant’s indebtedness to him of N215,000.00 by tendering documentary evidence in support of his claim.

There is no evidence before the Court to show that the defendant indeed owes the claimant any money. Documentary evidence is the hanger used to assess oral evidence and give it its credibility.

The Court relies on facts and evidence before it in determining a legal right or issue before the Court. Oral evidence is best supported by documentary evidence, which is more reliable in form and permanent. See *Ezeamba vs. Ibenene & Anor* (2004) 40 WRN 1. Per Ogbuabu JSC in *C.D.C. Nigeria Limited vs. SCOA Nigeria Ltd.* (2007) Vol. 30; WRN 8.

Documentary evidence is the yardstick or hanger by which the veracity of the oral testimony is assessed or its credibility.

See *Fashonu vs. Adekoya* (1974) 1 AI NLR (pt. 1) 35 or (1974) 6 SC 83 documentary seen as the best evidence rule.

See *AG of Bendel State & 2 Ors. vs. UBA Limited* (1986) 4 NWLR (pt. 337) 547 at 563 Per Oputa JSC.

Documentary evidence should have been tendered by the clamant in proof of his claims to corroborate his evidence with regards to the debt of N215,000.00 owed by the defendant to the claimant.

As gleaned from his evidence and cross-examination, there is nothing to show or prove such debt. The Court relies on the preponderance of evidence before it in giving its judgment in cases before the Court, the Court is not a father Christmas and

cannot delve into the arena of conflict to solicit for evidence in support of any of the parties in a suit before the Court.

The conflicting figures as to what the defendant owes the claimant and what has been paid to the claimant, have not helped the claimant's case. The Court cannot speculate on what is reliable, cogent and true, the claimant has to prove such by tendering documentary evidence in support of his monetary claim against the defendant.

There is nothing before the Court to show or prove the debt of N215,000.00 to the claimant or my own calculation of N165,700.00 to the claimant by the defendant.

Every material assertion should have been supported by documentary evidence with regard to the monies paid or owed to the claimant by the defendant, which ought to be admissible, relevant, credible, conclusive, probable for the Court to attach probative value or weight to such evidence in giving its judgment. See *Omega Bank (Nig.) Plc. vs. O.B.C. Ltd. (2005) 1 SC 1 (49)*.

Dw2, the defendant informed the Court in his evidence-in-chief that the claimant paid N366,000.00 to his account for Forex trade which failed and he paid him N150,000.00 to the account the police gave him when the claimant petitioned him to the police.

He informed the Court that he paid the defendant all that he was owing, the defendant paid N130,850.00 to the claimant through his lawyer, which the claimant acknowledged and had paid N50,000.00 to the claimant in 2021, on the 2<sup>nd</sup> and 8<sup>th</sup> June, 2021; totaling N330,000.00 paid to the claimant, claiming he paid him in excess.

Exhibit C, the bank statement of the defendant shows N20,000.00 paid on the 2<sup>nd</sup> June, 2021 from his GTbank account, N20,000.00 on the 8<sup>th</sup> June, 2021. N100,000.00 on the 9<sup>th</sup> December, 2022 from his first bank account, N130,853.25 paid to the claimant on the 29<sup>th</sup> August, 2023 from his UBA account totaling N270,853.75 paid by the defendant to the claimant, including N50,000.00 paid on the 3/02/23 totalling N320,853.75.

This amount, N320,853.75, does not include N150,000.00 paid to the police and deducted from the debt of N346,000.00 owed by the defendant to the claimant, will also not leave a balance of N215,000.00, to be paid by the defendant to the claimant. Assuming that the defendant actually owes the claimant, N346,000.00.

The defendant admitted that the claimant loaned him N115,800.00, is this part of the N320,853.75 paid by the defendant to the claimant?

This fact is not clear, the Court cannot evaluate this correctly in its own, it would have helped the Court to deduce the truth if the defendant was more concise and consistent with his evidence.

Though the defendant claims he over paid the claimant, he denied collecting N356,800.00 from the claimant during cross-examination, accepted collecting only N115,800.00 from the claimant during cross-examination.

Exhibit D – shows the transfer of N15,800.00 from the claimant to the defendant on the 8<sup>th</sup> February, 2021 from his Sterling Bank account as testified by the claimant, the defendant accepted during cross-examination that he collected this amount from him.

The cash withdrawal of N260,000.00 on the 8<sup>th</sup> February, 2021 by the claimant from the said Sterling Bank will not be commented upon, since there is no proof of such money paid to the defendant, the defendant in the course of cross-examination denied receiving the said sum of N250,000.00 from the claimant, the claimant's bank statement shows withdrawal of N260,000.00 from his account.

There is proof of payment of N100,000.00 to the defendant on the 8<sup>th</sup> March, 2021, which the defendant accepted he gave him in the course of cross-examination.

From Exhibit D, the defendant collected N115,800.00 from the claimant, which he admitted in his evidence and also during cross-examination.

Exhibits E and F – show payment of the sum of N40,000.00 on the 7<sup>th</sup> February, 2022 by the claimant from his First Bank and N40,000.00 from the claimant to the defendant, on 2<sup>nd</sup> June, 2021 N20,000.00 was paid, 8<sup>th</sup> June, 2021 N20,000.00 was also paid, bringing it to a total of N80,000.00 paid to the defendant by the claimant from the Exhibits tendered.

Total paid N80,000.00, N15,800.00, N100,000.00 both from Exhibit D.

Exhibits E and F will give N195,800.00 paid to the defendant by the claimant.

However, from Exhibit C tendered by the defendant, the defendant paid him N320,853.75.

The figures do not align with the evidence of the claimant and his claim before the Court against the defendant.

Hitherto, the Court hereby is not satisfied with the evidence of the claimant, which is not supported by cogent and verifiable evidence, for he who asserts must prove to the Court's satisfaction. There are too many discrepancies in the facts, figures, evidence before the Court. The Court cannot evaluate what the truth is, cannot speculate also.

The Court accordingly hereby holds that the claim of the claimant, claiming N715,000.00 against the defendant be and is hereby dismissed for being unmeritorious and frivolous. The Court is not a Father Christmas.

The counterclaim of the defendant that he overpaid the claimant is also hereby dismissed, the facts and figures do not align and the Court therefore cannot pick and choose what to believe. The Court cannot give judgment on speculations but on the preponderance of evidence before the Court through verifiable facts and Exhibits.

There exist too many figures with regards to what was paid by the defendant to the claimant and what the claimant received from the defendant, what has been established is that the defendant paid the claimant N115,800.00, also from the Exhibits tendered, there is proof of the payment of N320,853.75 by the defendant to the claimant; see Exhibit C before the Court.

The Court cannot ascertain what is actually been owed by the defendant, not sure if the N115,800.00 paid to the claimant is part of the N320,853.75 he has paid to him, also the N150,000.00 paid at the police station to the claimant.

The claims of both parties have not been substantiated with cogent evidence and are both hereby dismissed as being unmeritorious; lacking sufficient evidence.

This is the judgment of the Court.



**MRS BARIYAAH .H. ABE, ESQ.**  
*Chief Magistrate*  
**28th November, 2024.**

