IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT PORT HARCOURT

CLAIM NO: PMC/SCC/269/2026

BETWEEN

THOMPSON UMOLE IGHEMOKHAI **CLAIMANT**

AND

GODPOWER NWEKE **DEFENDANT**

Parties are present.

Appearances- C.S Egbulefu appears for the Defendant.

JUDGEMENT

The Claimant took out a complaint on the 16/06/2026 and is seeking for:

1. The sum of N5,000,000.00 as purchase price for the land.

As per the affidavit of service, the Defendant was served on the 03/07/2026 and the defense Counsel, C. S. Egbulefu entered a plea of not liable on the 06/07/2026.

Hearing commenced on the 06/07/2026 as the Claimant fielded two witnesses, tendered one exhibit- C1 a-e, the Deed of conveyance, and closed its case on 10/07/2026.

The defense commenced evidence on the 17/07/2026, wherein the Defendant testified solely, tendered one exhibit – D1, an agreement, and closed, same date.

Parties waived their right to file a final written address.

THE CLAIM

The Claimant in his testimony told the Court that on 12/01/2013, through the help of Elder Festus Nwafor, he bought a piece of land measuring 50 x 100, belonging to Umuakuru family, from the Defendant at the rate of N700,000. Parties signed a deed of conveyance. The Claimant permitted the wife of the CW2 to begin farming on the land and they were harvesting farm produce from the land. The land was fenced off in 2015 and gated, with a padlock. In 2016, the Claimant sent his younger brother to go clear the land but they found that an unknown person had destroyed a portion of the fence and removed the pedestrian gate. The Defendant was confronted and he said a family member took the matter concerning the land to Court and got judgement, and he will relocate the Claimant to another land. Parties met and agreed for a refund. In 2016/2017, parties agreed that the Defendant will refund the Claimant the sum of N1,600,000. The Defendant did not honour the agreement. In 2023, it was suggested that the

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Defendant give the Claimant his empty shops but the Defendant refused. The land as at then was N10,000,000.00 and through the intervention of Elder Festus the CW2, the Claimant agreed to collect N3,000,000.00. the Defendant also did not honour the agreement and in 2024, the Defendant made a transfer of N700,000 promising to pay the balance and has not paid any money till date.

THE DEFENSE

The Defendant testified solely that, he sold his portion of a partitioned family land to the Claimant for N700,000 and two or three years later, his male cousin took his family to Court over the land and got judgement. The Defendant agreed to relocate the Claimant but all attempts failed. Parties had signed an agreement in 2021 for a refund of N1,200,000.00 but when the Defendant did not pay up, the parties met again and could not agree on a price to be refunded. On 08/10/2024, the Defendant paid in N700,000.00 leaving a balance of N1,300,000.00.

COURT

The Court from the evidence before it, has raised one issue for determination which is:

- Whether the Claimant is entitled to the judgement of this Court.

It is the Claimant who would fail, should no evidence be called on the other and as such, on him lies the burden of proof.

The bane of this suit is the Claimant asking that the Defendant refund the monies spent in purchasing the piece of land sold to him in Igbo Etche which was later taken over by another.

From a careful evaluation of the instant case, the Court finds that, parties are *ad idem* on the following:

a. The parties entered into a contract of sale of land in January 2013;
b. The parties executed a deed of conveyance;
c. A while later, a man who claimed ownership, entered the land and took possession;
d. Till date, the Claimant is not in possession of the land; and
e. The Defendant agreed to relocate the Claimant or refund him and has only paid the sum of N700,000 out of what was agreed;
f. Claimant is yet to be refunded the money or relocated.

The law is trite, that what is admitted requires no further proof. See Section 123 of the Evidence Act, 2011; See **IRONBAR v. FEDERAL MORTGAGE FINANCE LTD (2024) LPELR-62186 (SC),** as the apex held thus:
"*The law is that facts admitted require no further proof.*" **Per KUDIRAT MOTONMORI OLATOKUNBO KEKERE-EKUN, JSC (Pp 21 - 21 Paras F - F)**
The Court re-echoed it in **ALADUM VS OGBU & ORS (2023) LPELR – 59995 (SC),** where my Lord, Saulawa JSC held:

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"...Indeed, the law is well settled, that facts admitted need no further evidential proof."

The Claimant is praying for a refund of some monies spent in purchase of the land.

The law as stated in **ABBA v. SHELL PETROLEUM DEVELOPMENT COMPANY OF NIGERIA LIMITED (2013) LPELR-20338 (SC)** is that,
...There is always the implied warranty that the Appellant would enjoy quiet possession of the goods and implied warranty that the goods shall be free from any charge or encumbrance from any third party not declared or known to the Respondent. See: AKERELE V. ATUNRASE (1969) 1 All NLR 20; ADELAJA v. FANOIKI (1990) 2 NWLR (Pt. 131) 157. Section 13(a) (b) and (e) of the Sale of Goods Law (supra) reinforces the Latin Maxim, "Nemo dat quod non habet", that is, one cannot give what he does not have." ***Per SULEIMAN GALADIMA, JSC (Pp 28 - 29 Paras G - B)***
The Claimant was denied quiet and peaceable enjoyment of the land.

In the proviso to exhibit C1 a-e, *it reads thus: Provided always that the vendor shall indemnify and refund all monies paid to him by the purchaser with interest against all losses (at current rate or commercial rate in-force) which the purchaser herein may suffer as a result of the vendor's title being defective and/or his being unable to convey the title herein conferred by operation of law or otherwise.*

The proviso is part of the terms agreed on by parties. Given the doctrine of sanctity of contract, parties are bound by their agreement as neither of them can rewrite the terms freely agreed on.

As has been admitted by parties, when it was shown that the land belonged to a relative of the Defendant, the Defendant agreed to relocate or refund the Claimant and that agreement did not come to fruition. It was on that protracted basis that exhibit D1 was made, on 30/09/2021.

The Defendant did not make any payment for over 10 years after the agreement was reached. In 2023 at the Cherubim and Seraphim, the CW2's church, parties met again and Claimant demanded for N6,000,000.00 as settlement for the land. However, parties did not agree.

The Defendant contends that he owes the Claimant only N1,300,000.00, having paid N700,000 as agreed in 2021. It is pertinent to state that the agreement entered into in 2021 was for refund of the sum of N1,200,000. The Defendant's claim that he owes N2,000,000 out of which he has paid N700,000, presupposes that he abandoned the agreement of 2021.

In **JEGEDE & ANOR v. INEC & ORS (2021) LPELR-55481(SC) (Pp 208 - 208 Paras D - E),** it was held thus:

"...Afterall equity frowns at those who poison and contaminate its fresh flowing waters. He who comes to equity must therefore come with clean hearts, hands and conscience."(DISSENTING) Per EJEMBI EKO, JSC (Pp 208 - 208 Paras D - E).

The Defendant cannot *suo motu* impose on the Claimant, an acceptance of N2,000,000 as debt owed. Equity frowns at that.

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As was led in evidence, both parties alluded to the fact that the Claimant erected a fence in the property before he was dispossessed of it. Money was spent in doing that. It will be unconscionable for the Defendant to insist on refunding the Claimant the sum of N2,000,000.00 for a land bought in 2013.

As was pointed out, the Defendant who is the vendor, *shall indemnify and refund all monies paid to him by the purchaser with interest against all losses (at current rate or commercial rate in-force) which the purchaser herein may suffer.*

The Claimant is laying claims to the sum of N5,000,000. As full and final settlement of the land sold to him by the Defendant, which was reclaimed by another.

Though there is no valuation report showing the current cost of land in Igbo Etche before this Court, the Claimant led evidence that as at then, the cost was N10,000,000, the Court is of the considered opinion that it is unconscionable and against public policy for the Defendant to refund the sum of N2,000,000.00 as full and final settlement of the land.

More-so, the Defendant was served a letter of demand for the sum of N5,000,000, he received and did not respond.

It is the considered opinion of this Court, that failure to respond to the letter of demand constitutes an admission, as has been held in a myriad of decisions. See these cases; **AROCOM GLOBAL INVESTMENT LTD V. UNITED PARCEL SERVICE LTD [2021] LPELR-52891(CA)1@26-27 PARAS. E-E; NAGEBU & CO. NIG. LTD. V. UNITY BANK PLC. [2014] 7 NWLR (PT. 1405) 42 @ 81; CHEMICAL ALLIED PRODUCTS PLC V. VITAL INVESTMENTS LTD. [2006] 6 NWLR (PT. 976) 220 AT 267; TRADE BANK PLC. V. CHAMI [2003] 13 NWLR (PT. 336)158 @ 219 - 220; VASWANI V. JOHNSON [2000]11 NWLR (PT. 679) 582; AND; GWANI V. EBULE [1990] 5 NWLR (PT. 149) 201@ 207.**

The loud silence of the Defendant to the letter of demand, is construed as an admission. It is thus clear that the Defendant is not disputing Claimant's entitlements to the said N5,000,000.00 as the Defendant did not challenge or controvert it in course of trial. I find and so hold.

The Court finds that the Claimant has led cogent and credible evidence in proof of its claims before this Court, and discharged the burden placed on him in law.

Judgement be, and is accordingly entered for the Claimant. It is consequently adjudged that:

- The Defendant pay to the Claimant the sum of N5,000,000.00 only, as full and final settlement of the 2013 failed land transaction.

The order is to be complied with, not more than 21 days from the date of this judgement.

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SIGNED

ANUGBUM, OBIARERI. N, ESQ.

CHIEF MAGISTRATE I

SMALL CLAIMS COURT IV

06th August, 2026.

