**IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA**

**IN THE PORT HARCOURT MAGISTERIAL DISTRICT**

**HOLDEN AT PORT HARCOURT**

**CLAIM NO: PMC/SCC/268/2026**

**BETWEEN**

**MR. MICHAEL THOMPSON EWO**
**(SUING UNDER THE NAME & STYLE OF TEEWO COMMISSION AGENCY)** **CLAIMANT**

**AND**

**MR. PETER KAGBO DEGGE** -- **DEFENDANT**

Parties- Claimant is present.

No legal representation.

## JUDGEMENT

The Claimant vide a summons filed the 15/06/2026, is praying the Court for the following:

1. The sum of N5,000,000 as principal debt, accrued interest, including N500,000 as cost of litigation.

Pursuant to the affidavit of service filed 03/07/2026, a plea of not liable was entered for the Defendant on the 06/07/2026 and the matter was set down for hearing.

The Claimant commenced hearing on the 13/07/2026, fielded one witness, tendered six exhibits and closed its case on the 16/07/2026. The Claimant waived its right to file its final written address.

The Defendant was served all the processes of this Court including a hearing notice but chose not to put up appearance or defend.

## THE CLAIM

The Claimant vide its sole witness, filed a written deposition of 10 paragraphs on 10/07/2026. It is his evidence that: the Claimant is a loan establishment, registered under the Corporate Affairs Commission and lawfully licensed; the Defendant borrowed money (N2,500,000) from the Claimant; the Defendant issued two undated cheques amounting to NN4,200,000 as proof of its ability to liquidate the debt; the total sum and accrued interest as at January 19 2026, is N4,500,000; the Claimant forwarded via WhatsApp to the Defendant, the outstanding sum owed and the Defendant has been promising to pay but has failed to do so; all efforts by the Claimant to recover his money from the Defendant has not worked.

The Claimant tendered the following which were admitted as exhibits:

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Exhibits C1 a-d – Certificate of registration; C2 – Money Lender's Regulations; C3 – Cheque: C4- Statement of account from UBA of EWO MICHAEL; C5- Statement of account of Michael Ewo from First Bank; C6 a-c – WhatsApp chats.

## EVALUATION OF EVIDENCE/DECISION

The Court shall from the evidence before it, raise one issue for determination, thus: *Whether by the evidence before this honourable Court, the Claimant is entitled to the reliefs sought.*

In resolving the lone issue raised, the Court shall deal with the reliefs sought, *seriatim*.

The **Rivers State Small Claims Practice Direction 2024** in **Article 2** provides for the jurisdiction of this Court. A cursory look at the evidence as led by the Claimant is that the Defendant resides in Rivers State. The cause of action also arose wholly in Rivers State. A demand letter as in Form RSSC1 was also served on the Defendant and the claim is for a simple liquidated money demand within the limits of the monetary jurisdiction of this Court.

The law is settled that on the capable shoulders of the Claimant lie the burden of proof as it will fail should no evidence be called on the other side. In **ENGR. MUSTAPHA YUNUSA MAIHAJA v. ALHAJI IBRAHIM GAIDAM & ORS (2017) LPELR-42474(SC)** the court held that, *"Section 131(1) of the Evidence Act, 2011 provides that whoever desires any Court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts shall prove that those facts exist. Put streetwise, he who asserts must prove his assertion. It therefore logically follows that what is alleged without proof can be denied without proof. When a fact is asserted without proof then the existence of the alleged fact is not established. That is why Section 132 of the Evidence Act provides further that the burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side."*
In the instant case, the claim of the Claimant is that the Defendant owes him some money arising from the loans advanced to him between August-October 2025.

It is the contention of the Claimant that he advanced loan to the Defendant in different tranches. Parties agreed to on repayment and Defendant issued to the Claimant, undated cheques amounting to N4,200,000, only.

Exhibits C4 and C5 are evidence of the sums of money transferred by the Claimant to the Defendant at different times.

The Court is however, not in doubt there exists a contractual relationship between parties on record which as has been led in evidence, was breached by the Defendant.

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In **BEST (NIG) LTD V BLACKWOOD HODGE (NIG) LTD (2011) LPELR-776 (SC)**, it was held thus:

*"There is no gain-saying the point that a breach of contract is committed when a party to the contract without lawful excuse fails, neglects or refuses to perform an obligation he undertook in the contract or incapacitates himself from performing same, or in a way back down from carrying out a material term. See Adeoti & Anor v Ayorinde & Anor (2001) 6 NWLR (Pt. 709) 336..."*

The Claimant as led in evidence, has not been paid the sums lent to the Defendant. That in itself, is a breach.

What is worrisome in the evidence as led by the Claimant is that, there is no evidence of the duration of the loan and what interest was agreed on. The evidence of the Claimant is silent on those salient issues. The law is settled that the Claimant will succeed only on the strength of its Case and not ride on the weakness of the defense.

Notwithstanding the above, a cursory look at exhibit C6 a-c shows that it is a WhatsApp chat between the parties on record. Exhibit C6 a-c shows that the Defendant is not contesting the sums stated in the messages exchanged by parties.

A letter of demand was served on the Defendant, electronically and he did not reply.

Failure to respond may be interpreted as an admission of liability in certain cases. leading to legal complications. The Court of Appeal in the case of **GWANI VS. EBULE [(1990) 5 NWLR (PT. 149) 201]** held succinctly as follows:

*"Silence in circumstances in which a reply is obviously expected raises an irrebuttable presumption of admission by conduct or representation. In the instant case, failure of the defendant to reply to letters written by the claimant both personally and through their solicitors demanding payment for the labor he supplied from the defendant constituted an admission of liability by the defendant and lent credence to the claimant's side of the case."*

The applicable principle of law to a demand Letter is that it be construed as an admission by conduct or representation. The inference the Court can draw from the loud silence of the Defendant is that, he is not disputing the contents of the letter of demand, which act, the Court considers an admission.

The Claimant as part of its relief, is seeking for the sum of N500,000 as cost of litigation.

The Courts through judicial pronouncements, have held that cost of litigation is a specie of special damages and to be entitled to it, strict proof is required. The Claimant in all of its evidence, led no shred of evidence in proof of its entitlement to this relief. It fails and I so hold.

The Defendant was served the originating processes, demand letter, and hearing notice, as shown in the proof of service. Howbeit, the Defendant neither showed up, nor defended this suit, leaving it unchallenged. The law is trite that an unchallenged evidence be deemed

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admitted. It follows therefore that the Court shall place reliance on the evidence of the Claimant, as led. I find and so hold.

However, in consideration of the entire case before me, Order 15 rule 3 of the Magistrate Court (civil procedure) Rule 2007, and the pronouncement in **SEABY V. OLAOGUN (1999) 10-12 SC 45 at 59** where the Court held that costs follows event and a successful party should not be deprived of its costs unless for good reasons, I find that the Claimant is entitled to cost and I so hold.

From the foregoing evaluations, the Court is of the considered opinion that the Claimant has led credible and cogent evidence, and discharged the burden of proof placed on it. I so hold.

Judgement is accordingly entered for the Claimant and it is ordered that:

1. The Defendant pay to the Claimant, the sum of N4,500,000 as the balance of the loan advanced; and
2. The Defendant pay to the Claimant, the sum of N250,000. 00, only, as costs.

These orders are to be complied with, not later than 14 days from the date of this judgement.

SIGNED

ANUGBUM, OBIARERI. N, ESQ.

CHIEF MAGISTRATE I

SMALL CLAIMS COURT IV

24TH July, 2026 .




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