

**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 1, ON THE 21<sup>st</sup> OCTOBER, 2024**

**SUIT NO. PMC /SCC/236/2024**

**DR. EHORO JOE ALEX**  
**(Suing Through**  
**His Attorney V.U. Uzochukwu)**

} **CLAIMANT**

**AND**

- 1. MR. WONODI NOBLE**
- 2. MR LOVEDAY OPURUM**
- 3. XIMAFX CONSULTING LTD**

} **DEFENDANTS**

**JUDGMENT**

This is the final judgment in this suit wherein the claim before the court, dated and filed on the 9<sup>th</sup> October, 2024 is for:

1. An order of this Court compelling the defendants to refund the Claimant, the sum of N4,999,000 being principal sum advanced to the defendant for forex trade.

In proof of his case, the Claimant called one witness and the defendants never appeared in this matter.

On the 25<sup>th</sup> of September, 2024, an application to enter plea of not liable for the defendants by the Claimant counsel was granted and hearing notice was ordered to be served on the defendants and the matter was set down for hearing.

On the 11<sup>th</sup> day of October, 2024, the Claimant was present and the defendants were absent. On this date, the CW1, who is the Claimant's attorney on record adopted his evidence on oath, wherein he deposed that he is the lawful attorney to the Claimant and that sometime in March, 2020, the 2nd Defendant introduced the 1st and 3rd Defendants to the Claimant on a claim that the 1st and 3'd Defendants are into forex trading and pays individuals who invest into their business an interest of 20% together with the invested

capital sum after a period of three months. That based on the claims of the Defendants that the Claimant will receive his money and a 20% interest after 3 months, the Defendants caused the Claimant to enter into a Memorandum of agreement dated the 3rd of March, 2020 wherein the 1st defendant signed as the CEO/ Managing Director of the 3rd Defendant. That on the 9th of March, 2020, the Claimant paid over to the Defendants, the sum of N4, 999,000. That the payment was received by the Defendants and a receipt was issued to the Claimant.

That, after the agreed period of three months passed, the defendants did not make any payment to the Claimant and that the Claimant instructed his solicitors to write to the defendants and that the claimant's solicitor wrote several letters dated the 18<sup>th</sup> of June, 2020, 20<sup>th</sup> June, 2020 and on the 18<sup>th</sup> of August, 2020 respectively. Copies of the letters are herein pleaded. That the Defendants only responded through a letter through her solicitor Obulor Nnadum Esq asking to pay the principal sum and that since 2020 till date, the defendants have not made any payment to the Claimant but has continued to enjoy and use the Claimant's hard-earned money. That the Claimant has suffered hard ship since the Defendants refused to pay him back his money

Testifying further, the CW1 stated that on the instruction of the Claimant, He has served the Defendants with the letter of demand of this court, but that they have refused to pay back the money. That the claimant claim against the Defendants jointly and severally as follows

a. The sum of N4, 999, 000 representing the money paid to the Defendants on the 9uh of March, 2020.

The Power of Attorney, copies of the memorandum of agreement, the receipt, the Claimant's UBA statement of Account and letter from Tents and Towers were identified by the CW1 and tendered by the Claimant's counsel and admitted and marked as Exhibits A, B, C,D,E and F respectively.

At the close of the evidence of CW1, the Claimant announced the close of their case. Prior to that ,after sighting the hearing notices dated 30th September, 2024 and affidavit of service dated 30th September, 2024 and in line with Article 9 of the Small Claims Court Practice Direction,2024; the Court having satisfied herself that the defendants have been served and have failed or refused or neglected to appear and defend the claim against him, the defendants were foreclosed from cross examining the CW1 and thereafter from defending the claim and the matter was adjourned for judgment.

A total of five (5) exhibits were tendered in evidence in the course of the trial.

That said, I will proceed to consider the case of the parties in the light of the relevant laws. I have noted the essence of the claim and have also taken cognizance of the evidence before the court. I have read all the exhibits and I have couched a lone issue for determination and that is whether the Claimant has discharged the burden of proving his claim before the Court.



Suffice is to say that before the court adjourned the matter for hearing and heard the matter, the court always satisfied itself that:

1. The processes have been duly served on the defendant
2. That the time before the date of service and the date of hearing was sufficient for the defendant to have appeared had he intended to do so.

From the evidence of the Claimant and the claim before the Court as enumerated above in addition to the corroboration as in Exhibits A-E before the Court, especially on Exhibit F, wherein the 3<sup>rd</sup> defendant's lawyer admitted to owing the principal sum of N4,999 and nothing more.

Suffice is to note at this point that none of the facts as stated above by the claimant's witness was controverted in evidence or denied by any of the defendant and so will be deemed by this court as admitted.

The law is that facts admitted need not be proved by evidence. Please refer to the case of Ayoke V. Bello (1992)10 NWLR (Pt 218) pg 380 Ratio 2; O.A.A Cooperative Society Vs. NACP Ltd (1999) 2NWLR (Pt 590) Pg 234, Ratio 4 to the effect that what is not denied is deemed admitted and what is admitted need not be proved.

On the undisputed and clear evidence 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 as against the 1<sup>st</sup> and 2<sup>nd</sup> and 3<sup>rd</sup> defendant.

**IT IS THUS ADJUDGED** that the 1<sup>st</sup> and 2<sup>nd</sup> and 3<sup>rd</sup> defendants to refund the Claimant, the sum of N4,450,000 (Four Million, Nine Hundred And Ninety Thousand Naira) only for the principal sum advanced to the defendants for forex trade.

**AND IT IS ORDERED** that the 1<sup>st</sup> and the 2<sup>nd</sup> and the 3<sup>rd</sup> defendants to pay the Claimant, the aforesaid sum of N4,999,000 (Four Million, Nine Hundred And Ninety Nine Thousand Naira) only for the principal sum advanced to the defendants for forex trade.

**AND IT IS FURTHER ORDERED** that the 1<sup>st</sup> and 2<sup>nd</sup> and 3<sup>rd</sup> defendants to pay to the Claimant N4,999,000 (Four Million, Nine Hundred And Ninety Nine Thousand Naira) only for the principal sum advanced to the defendants for forex trade above mentioned with immediate effect.

**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.

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

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