

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 NO 1, ON THE 5th NOVEMBER, 2024

SUIT NO. PMC /SCC/230/2024

HON. WISDOM ODUM

} CLAIMANT

AND

CHIEF MILLER COLLINS

} DEFENDANT

JUDGMENT

This is the final judgment in this suit wherein the claim before the court, dated and filed on the 10th September, 2024 is for:

1. An order of this Court compelling the defendant to refund the Claimant, the sum of N5,000,000(Five Million Naira) outstanding Principal sum accrued and interest.

In proof of his case, the Claimant called one witness and the defendants did not call any witness and a total of 54 Exhibits were tendered in the course of the proceedings

On the 20th 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 27th day of September, 2024, the Claimant was present and the defendants was also present. On this date, the CW1, who is also the Claimant on record adopted his evidence on oath wherein he deposed that he is a businessman and a license money lender. That the Defendant is a contract staff of Rivers State University. And resides at No. 40 Security Village off Rivers State University, Port Harcourt, Rivers State.

That on 10/01/2017, he took a loan of N100,000 (One Hundred Thousand Naira only at the interest rate of 25% that is N25,000(Twenty-Five Thousand Naira) monthly. Again on the 29/03/2017said he had an emergency that he should-give him a loan sum of N80,000 (Eighty Thousand Naira) which I did the interest was 20%, that is N20,000 (Twenty Thousand Naira).

That on the 10/10/2017, he gave him the sum; of N20,000 (Twenty Thousand Naira) to make a round figure of N100,000 (One Hundred Thousand Naira) for the N80,000 (Eighty



Thousand Naira) loan which interest now is 25%. That the loan of N80,000.00 on the 29/03/2017, defendant paid interest from March 2017 up to October 2017. The capital sum of N80,000.00 (Eight Thousand Naira) N20,000 (Twenty Thousand Naira) has been added to make it N100,000.00 and the capital sum of N100,000 (One Hundred Thousand Naira) loaned to him on the 10/01/2017 still outstanding with interest unpaid. That on the 19/12/2017, the defendant took another loan of N100,000.00 (One Hundred Thousand Naira) interest of 25%..

The CW1 identifies the savings and loan form, the loan agreement form dated 19/12/2017, 19/4/18, 30/10/2019, 30/10/2019, 19/02/2018, 30/10/2019

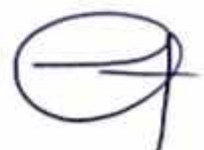
Affidavit for burnt Monet lending license, Document for Ada Wizzy Global Resources dated 20/2/2017 and the statements of account, Handwritten 33 copies from January 2017 to 19th December, 2018, Demand letter dated 1/02/2023, and 17/04/2024 were identified and tendered and admitted in evidence as Exhibits A.A1.A2,A3,B.B1.B2.B3,B4,B5 and B6, Exhibit C,D,D1,D2.D3.D4,D5,D6.D7.D8,D9,D10,D11-D30 ,E&E1 respectively.

On the 22nd of October, 2024, the Claimant was cross-examined and he states that he is a licensed money lender but that his license got burnt. That is yet to renew the license but has not done so yet, because when the fire incidence took place he was not in business. That his license is different, it takes 6 to 7 months to renew. That though the defendant did not pay the 1st loan, he gave two more loans because of their father and son relationship. That the defendant never paid him N180,000 That he does not have any agent called Togo. That his manager is called Precious Ogonor, That he collects all his interest himself. That though the photo of the defendant is not on the form, but his handwriting is there. That he asked the defendant to bring a passport but that because of the urgency, the defendant said he does not have a passport, so the defendant filled the form and issued him a cheque. That he does not know that a bounced cheque is a criminal offence until he approached his lawyer who advised him to come to the small claims Court. That the defendant have refused to pay him back the money he collected from him and the interest. That the defendant paid the sum of N225,000 from October 2017 to December, 2018 September, 2024. That the N225,000 was for interest and for the first month repayment. That he has something to show that it is before this Court.

At the close of the evidence of CW1, the defence opened his case on the 25th October, 2024 and DW1, the defendant on record adopted a written deposition on oath and was thereafter cross-examined.

However there is a big problem, I have combed the case file and the defendant did not file any written deposition on oath, I even asked the Court registrars to contact him to advance a copy to the Court just in case we misplaced it but what the DW1 sent to us as his deposition on oath is just a statement of defence and counterclaim and not a written deposition on oath and he informed the registry that that is all the document he filed.

It is trite that we cannot place something on nothing. There is no evidence in chief of the defendant before the court and the whole cross-examination of the defendant as the DW1



goes to no essence because there was no evidence in chief. The implication is that the defendant did not defend this suit and have also abandoned his counterclaim before the Court.

ISSUE FOR DETERMINATION:

Whether The Claimant Has Proved His Case To entitle him to an order of this Court compelling the defendant to refund the Claimant, the sum of N5,00,000 outstanding Principal sum accrued and interest.

The CW1 have led evidence to show that the Claimant is entitled to his claim before the Court and tendered Exhibits A.A1.A2,A3,B.B1.B2.B3,B4,B5 and B6,Exhibit C,D,D1,D2.D3.D4,D5,D6.D7.D8,D9,D10,D11-D30 ,E&E1,

Please note that none of the exhibits was controverted in evidence
It is also important to note that the defendant by his inadvertence failed to enter defence.
The implication is that the defendant have admitted the testimony of the CW1 on the claim as all correct.

The law is trite 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 defendant.

IT IS THUS ADJUDGED that the defendant to refund the Claimant, the sum of Five Million Naira (N5,000,000) representing the principal and the accrued interest.

AND IT IS ORDERED that the defendants to pay the Claimant, the aforesaid sum of Five Million Naira (N5,000,000) representing the principal and the accrued interest.

AND IT IS FURTHER ORDERED that the defendant do pay to the Registrar of this court , the aforesaid sum of Five Million Naira (N5,000,000) representing the principal and the accrued interest 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.

GIFT C. AMADI, ESQ.
CHIEF MAGISTRATE
G.D.I.
SIGN.....DATE.....

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

