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IN THE CHIEF MAGISTRATE'S COURT OF DELTA STATE OF NIGERIA
IN THE SMALL CLAIM COURT
HOLDEN AT OLEH
BEFORE HIS WORSHIP O.M. OMONEMU (MRS.) CHIEF MAGISTRATE GRADE 1
(SPECIAL GRADE) ON WEDNESDAY THE 27TH DAY OF NOVEMBER, 2024

SUIT NO: SCC/OLEH/4/2024

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| 1. MRS. OBUKANISE PEACE 2. REV MRS. CHRISTIANA AVURA OSHA | } - - - - | CLAIMANT |
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=AND=

| | | |
|---|-----------|-------------------|
| 1. MR. SOLOMON URIE 2. MR. EDEJORO URIE 3. MR. BUFA URIE 4. MR. ABONI URIE | } - - - - | DEFENDANTS |
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JUDGMENT

This is my judgment. Claimant claim is dated 27/2/2024 and filed 28/2/2024. The 1st defendant/counter claimant filed on the 10/9/2024. The defendants pleaded not liable to the claim. While the claimants pleaded not liable to the counter claim. In proof of their case, outside the claimants, two other witnesses were called. The defendant/counter claimants called one other than themselves. These are the evidence of the claimant and their witnesses.

2nd claimant testified on the 14/10/2024 she said her name is Mrs. Christiana Avura Osha. She knows the 1st claimant. That she is her partner in the business of buying and selling land. She knows all the defendants. 2nd claimants said one the 5/1/2021, the PW 2 told her that the defendants had land to sell. 2nd claimants said the defendants sold six plots of land to her for ₦1.8 million at (₦300,000.00) three hundred thousand naira each. This was in the presence of PW 1. 2nd claimant said they all went to Zenith Bank Ozoro to do the transfer. That a deed of conveyance was drawn up. This was tendered as exhibit A. the statement of account of the 2nd claimant evidencing the payment of the ₦1.8 million from a Zenith Bank account was tendered as exhibit B. In February 2021, the PW 2 called her in company of 2nd and 3rd defendants that the defendants had a plot of land to sell. That she and PW 1 went to look at the land. 2nd claimant said she told the defendants that she would pay for the land in four months time. the land was for (₦300,000.00) three hundred thousand naira. This plot of land was not put

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down into an agreement form. 2nd claimant said the 3rd defendant gave her an account number where to transfer the payment for that one plot of land. That she was given the account number of one Awata Lucky. 2nd claimant said she called PW 2 for confirmation. PW 2 told her that she could transfer the sum into the Lucky Awata's account. 2nd claimant said she transferred the sum of (N54,000.00) fifty-four thousand naira from her Zenith Bank account into the account of Lucky Awata. The Zenith Bank statement of account of 2nd claimant evidencing the transaction was tendered as exhibit C. 2nd claimant said on the 1/7/2021, she called the 3rd defendant that she wanted to pay a second part of the money for the one plot of land. That the 3rd defendant gave her another account number. It was that of one Akpojewe Peace Unuvenu. She called PW 2, who again said there was no problem. She also called one Alfred Oke who said he knows the lady to be the wife of the 3rd defendant. 2nd claimant said she transferred the sum of (N150,000.00) one hundred and fifty thousand naira from her Zenith Bank account to the account of the said Akpojewe Peace Unuvenu. The Zenith Bank account of 2nd claimant evidencing the payment was tendered as exhibit D. 2nd claimant said the balance of (N100,000.00) one hundred thousand naira was paid in cash. That the 2nd and 3rd defendants came to her house in a motorcycle to collect the balance sum for the one plot of land 2nd claimant said she told the defendants to help her look for a buyer. That they got a buyer for her. That she sold one plot of land for the buyer. That the buyer later come back demanding for his money as the land he bought was not genuine. 2nd claimant said she had to look for money to pay the buyer. 2nd claimant said she went to the defendant demanding for her money. That the defendant refused to do it. That she had to arrest the defendant to Zone 5 Benin-City. 2nd claimant said this led them to pay back some of the money and not all. That the payment were made into her First Bank Account. That statement of account of 2nd claimant from First Bank was tendered evidencing the payment as exhibit E, E1, E2 and E3. 2nd claimant said what was said in the counter claim was wrong. That she did not sell two plots of land from the plots of land she bought. That her brother did not use any plot of land as collateral to secure a loan. That she did not receive those sums of amount as stated in the counter claim. 2nd claimant said the 1st claimant is her business partner. That the money left unpaid by the defendants is (N945,000.00) nine hundred and forty-five thousand naira excluding expenses.

PW 1 is one Pastor David Goodluck who testified on the same day. He said he knows the claimant and the defendants. PW 1 said on the 5/1/2021, they travelled to Enwhe

to pay for six plots of land. That ₦1.8 million was paid for the land. This was done through bank transfers PW 1 said after three months, they were called to buy an extra plot of land for (₦300,000.00) three hundred thousand naira. PW 1 said this ₦300,000.00 was paid installmentally. That ₦54,000.00 was paid into one Awata Lucky's account. Another ₦150,000.00 was paid into one Akpojewe Peace account. That the balance sum of ₦100,000.00, the 2nd and 3rd defendants collected it as cash in the house of the 2nd claimant. PW 1 said the total sum that the defendants have refunded so far is (₦1,155,000.00) One million, one hundred and fifty-five thousand naira. The PW 1 was not cross-examined.

PW 2 is one Ukpeke Orukome who testified on the 5/11/2024. He said he knows the 2nd claimant and the defendants. PW 2 said in January 2021, the 1st defendant called him and told him that his family has land to sale. PW 2 said he called 2nd claimant and told her that there was land for sale. That himself and 2nd claimant went to inspect the land. That it was himself, PW 1, 2nd claimant, 1st, 2nd and 3rd defendants that went to inspect the land. That they paid for six plots of land for ₦1.8 million. The payment was done through Zenith Bank transfer. PW 2 said that same January, 2021 the defendants called that they have another plot of land to sell for ₦300,000.00. After telling 2nd claimant he travelled. PW 2 said while away, the 2nd claimant called him and told him that the defendants sent the account of one Awata Lucky to make the payment for the extra plot of land. PW 2 said he knew the Lucky Awata, so the 2nd claimant paid ₦54,000.00 into the account. PW 2 said 2nd claimant called again and asked her if she knew Akpojewe Peace. He said she is the wife of the 3rd defendant. That 2nd claimant paid the sum of (₦150,000.00) also as part payment for the extra plot of land. That the balance of ₦100,000.00, the 2nd claimant called him and told him that she paid 1st, 2nd and 3rd defendants cash in her house.

Under cross examination by 2nd claimant, he said he has told court what he knows about the case. That he was not present when 2nd claimant gave the 1st, 2nd and 3rd defendant the ₦100,000.00 cash. PW 2 said when he came from his travel he 3rd defendant told him that 2nd claimant has completed payment for the extra one plot of land. PW 2 said there is no document showing that ₦100,000.00 moved from the 2nd claimant to the 1st, 2nd and 3rd defendants.

Under cross examination by the 3rd defendant, PW 2 said there is an agreement for the six plots of land bought by the 2nd claimant. PW 2 said the transaction of the one plot of

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land took the same pattern as that for the six plots of land. PW 2 said the money for the one plot of land was not paid into the account of the 2nd defendant.

After the evidence of the PW 2, the claimants closed their case.

Defence open their case on the 19/11/2024. They started with the 1st defendant. He said his name is Urie Solomon. He said he does not know the 1st claimant but know the 2nd claimant. That he knows the 2nd, 3rd and 4th defendants. That they are the children of his Senior brother. That in January 2021, the 2nd claimant came and demanded for a refund of the money for the six plots of land with no reasonable reason. 1st defendant said he told her to give them time to refund the sum. That however, before they knew it the 2nd claimant had them arrested to Zone 5 Benin-City. 1st defendant said there, they all agreed that the defendants were owing the claimant ₦1.8 million. There part of the money was paid into the IPO's account on the instruction of the 2nd claimant. 1st defendant said these payments were done through transfer into the IPO's account. 1st defendant said when he got home, he made some transfer again but directly into the 2nd claimant's account. 1st defendant said the arrest at Zone 5 Benin-city, himself and 2nd defendant bailed themselves with the sum of (₦150,000.00) one hundred and fifty thousand naira. That the second time they went back they chartered a vehicle with (₦100,000.00) one hundred thousand naira. 1st defendant said still at Zone 5 Benin City, they paid (₦80,000.00) eighty thousand naira to bail the person who stood as surty for them. 1st defendant said he paid (₦30,000.00) thirty thousand naira to his lawyers to file the counter claim. He also paid his lawyer (₦200,000.00) two hundred thousand naira for his services. 1st defendant said 2nd claimant never paid any ₦300,000.00 for any other land. That he does not know the 1st claimant only the 2nd claimant.

Under cross-examination by 2nd claimant, 1st defendant said he did not execute exhibit A with 1st claimant. 1st defendant said the ₦1.8 million was paid into the account of the agent of the 2nd claimant. 1st defendant said the period they sold the land to 2nd claimant and when they were arrested to zone 5 Benin-City is about a year. 1st defendant said the 2nd claimant never paid ₦300,000.00 for an extra one plot of land. 1st defendant said it is not true that the total amount he had refunded to 2nd claimant is (₦980,000.00) nine hundred and eighty thousand naira. 1st defendant said the reason they agreed to refund the money to 2nd claimant is because he wants no trouble.

Under cross examination by 2nd defendant, he said he had no question to ask.

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Under cross examination by 3rd defendant, he said he cannot remember the 2nd claimant coming to meet them that she wants to resell the land but should not tell the buyer how much she bought the land from them.

2nd defendant testified on the same day and he said his name is Edejoro Urie. That all that 1st defendant said is true.

Under cross-examination by the 2nd claimant, 2nd defendant said he knows nothing of the extra one plot of land.

Cross-examination by the 1st defendant, no questions were asked.

Under cross-examination by the 3rd defendant, 2nd defendant said Danile Osha is the brother-in-law to end claimant. That he was the one who gave 2nd claimant the go ahead to pay the money for the six plots of land.

3rd defendant testifies on the same 19/11/2024. He said his name is Emmanuel Udumebrie Oson. He is also known as Bufa Urie. 3rd defendant said all that 1st defendant said is true. However there are some details that were missing which he intends to fill. 3rd defendant said outside the monies refunded by the 1st defendant, he on his own used his mobile app and transferred the sum of (N250,000.00) two hundred and fifty thousand naira to the 2nd claimant which she confirmed as having received. 3rd defendant said they are ready to pay the balance sum if deducted from the N1.8 million naira.

Under cross examination by the 2nd claimant, 3rd defendant said he does not know Akpojovwe Peace. That he is married to Martha Efemona with four children.

Under cross examination by 1st defendant, 3rd defendant said he does not know the 1st claimant.

2nd defendant had no question to ask.

After the evidence of the 3rd defendant, defence closed their case. At the close of the day, there were the exhibit tendered to wit:

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| 1. Land transaction agreement | - | Exhibit A |
| 2. Statement of account, Zenith Bank of 2 nd claimant for the N1.8million | - | Exhibit B |

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3. Statement of account of 2nd claimant of payment into Awata Lucky's account – Exhibit C
4. Statement of account of 2nd claimant of payment into Akpojewe Peace account – Exhibit D
5. Statement of account of 2nd claimant of First bank showing Monies received – Exhibit E, E1, E2–E3

Claimants' counsel, Chief S.O. Oboro filed his final written address. It was dated and filed on the 25/11/2024. Urge court to grant the reliefs which they seek.

1st defendant counsel, A.C. Oyibotha filed his final written address. It was dated and filed on the 25/11/2024. Urge court to dismiss the suit of the claimants and grant the counter claim of the 1st defendant.

Having gone through the evidence of both parties and their final written address, there are the issues I was able to distell;

1. What is a counter claim and its effect thereof;
2. Standard of proof in civil matters – on whom lies
3. Plaintiff to probe its case on the balance of probabilities or preponderance of evidence led.

However before I delve into these issues, I would like to clear a grey area. From the records of court, the 1st claimant and 4th defendant did not at any time appear in court to give evidence. As such, going by Article 8 of the Practice Direction on Small Claims 2023, they are bound by the decision of this Honourable Court.

That having been said, let us tackle issues one. What is a counter claim and its effect thereof. A counter claim is a claim presented by a Defendant in opposition to or deduction from the claim of the Plaintiff. In other words, it is a claim which if established will defeat or diminish the plaintiff's claim. I refer to MOHMMED v DANTATA & ORS (2014) LPELR – 22652 (CA). A counter claim is a distinct claim. In most cases, the main claim and counter claim are taken side by side. As we go along, we shall see if the 1st defendant was able to prove his counter claim.

We move to issue two, standard of proof in civil cases on whom lies. In civil cases the burden of first proving the existence or non-existence of a fact lies on the party against

whom the judgment of the court would be given if no evidence were produced on either side, regard being had to any presumption that may arise on the pleadings. Where the party is able to adduce evidence which ought reasonably to satisfy the court that the fact sought to be proved is established, the burden lies on the party against whom judgment would be given if no more evidence were adduced and so on successively until all the issues in the pleadings have been dealt with.

Flowing from the above, the burden of proof in civil cases are of two interrelated categories. One is static and the other one shifts. First and foremost, the static is referred to as the legal burden which is usually on the claimant. The second is the evidential burden. Now where the claimant is able to prove the legal burden, it automatically means that he has proven the evidential burden. Once this evidential burden is proven, it then shifts to the defendant to do same. This goes back and forth until the court decides where the evidential burden would end. I refer to ADENIRAN & ORS v ADIO & ANOR (2024) LPELR – 62732 (SC); SALAMI v OKOGBO COMMUNITY BANK LTD & ORS (2022) LPELR – 57584 (CA); INYANG v CCECC (2020) LPELR – 49694 (CA); SECTION 132 AND 133 EVIDENCE ACT 2011 (As Amended 2023). Thus first and foremost, the burden lies with the claimants. The burden only shifts where the claimant is able to discharged such burden.

We now move to issue three, that is, whether the claimant was able to prove its case on a balance of probability or preponderance of evidence led. In doing that the court shall have to look into the oral and documentary evidence that was led. It is not in doubt that the defendants admitted that the sold six plots of land to the claimants for ₦1.8 million. It is also not in doubt that the defendant admitted that they would refund the ₦1.8 million as a result of the non-acceptance of the plots of land by the claimants. This we can deduce from their evidence. The 1st defendant during examination in chief said and I quote:

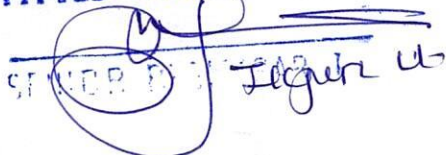
“at the police station, it was established that we were owing the 2nd plaintiff the sum of ₦1.8 million”

Under cross examination 1st defendant said and I quote:

“The reason I said we would refund the money to 2nd plaintiff is because I want no trouble”

The 2nd defendant under examination-in-chief said and I quote:

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A handwritten signature in blue ink is written over a circular blue stamp. The signature appears to be 'J. O. Ogun'. The stamp contains the text 'JANUARY 2025' and 'J. O. Ogun'.

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"All that 1st defendant said is correct. I have nothing to add to it"

3rd defendant under examination-in-chief said and I quote:

"All the 1st defendant said is correct. I am only going to add a little to what he said... We are ready to pay the balance if deducted from the 1.8 million naira"

It is trite that facts admitted need no proof. Permit me to borrow a leaf from one of the authorities as cited by learned counsel for the claimants. In ALAHSSAN & ANOR v ISHAKU & ORS (2016) LPELR – 40084 (SC), THE Supreme Court held thus;


"It is trite and well settled law, that where a party admits a fact in issue such fact in issue does not require any proof again. The court do not need proof already admitted and further dispute of such admission is the strongest and highest of the fact in issue"

That having been said, the question to ask is this, has the full ₦1.8 million being refunded? If in the negative, how much is left? From the evidence led in court on both sides, the full ₦1.8 million has not been refunded. So, how much is left?

The 2nd claimant in her evidence said and I quote:

"Later in October 2022, they made an initial payment of (₦495,000.00) four hundred and ninety-five thousand naira. In March 2023, they made another payment of (₦180,000.00) one hundred and eighty thousand naira. In the month of August 2023, a third payment of (₦280,000.00) two hundred and eighty thousand naira. When I used them to court, i.e this court, in July 2024, they made another payment of (₦200,000.00) two hundred thousand naira. That is all the payment that they did"

The above payments were backed up by documentary evidence. That is the statement of account of the 2nd claimant which are exhibit E, E1, E2 and E3. Now, it is firmly established that documentary evidence is the best evidence. In fact, the documentary being the best proof of its contents, no oral evidence will be allowed to discredit or

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contradict the said contents excepts in cases where fraud is pleaded. I refer to IBRAHIM v ABDULLAH & ORS (2019) LPELR – SC; SECTION 128 EVIDENCE ACT 2011 (As Amended 2023). Thus we shall go with the documentary evidence before us. From exhibit E, E1, E2 and E3, the total sum that the defendants have paid the claimants is (N1,155,000.00) one million, one hundred and fifty-five thousand naira. If this amount is deducted from the N1.8 million, the balance left is (N645,000.00) six hundred and forty-five thousand naira. How the defendants states differently. From their evidence, they have paid more than N1,155,000.00. The evidence of the 1st defendant and 3rd defendants is that these sums were done by transfers either with POS or their e-banking. The question now is this? Where is their documentary evidence which cannot be altered orally except where there is fraud. The defendants were unable to provide any form of documentary evidence. The only documentary evidence that we have as regards the computation of the money refunded are exhibit E, E1, E2 and E3. These documents the defendants could not show whether there was any form of fraud to have the court discredit same. That being the case, from the documentary evidence presented, the balance owed the claimants by the defendants is (N645,000.00) six hundred and forty-five thousand naira only.

However, 2nd claimant is claiming that outside the six plots of land which was put into writing as evidence by exhibit A, she bought an extra plot of land for (N300,000.00) three hundred thousand naira. Now, this is the plot of land that is the bone of contention between the claimants and the defendants. The defendants denied ever selling any additional one plot of land to the defendants. From the evidence of the claimant and their witnesses, there is no documentary evidence showing that there was purchase of land of any sort. However, this is what we can deduce from the evidence of the 2nd claimant. In her evidence, she said and I quote:

“This extra plot of land, it was agreed that I pay (N300,000.00) three hundred thousand naira for it... I called the 3rd defendant that 1st defendant told me that he needed some money. I told him that I wanted to transfer N50,000.00 to him. The 3rd defendant told me that 2nd defendant is with him and that I should not transfer any money to 1st defendant. The 3rd defendant told me that they are sending an account number to me which they did. The account name was Awatu Lucky. Since there was no

agreement, I called Orukome and told him what was on ground. He told me that there was no problem that I can transfer the money to Awata Lucky's account... On the 1/7/2021, I called the 3rd defendant and told him that I wanted to transfer the balance sum for the extra plot of land... He told me not to transfer the sum into Awata Lucky's account. He said he was sending another account number. This he did. The account name of that account is Akpojewe Peace Unuveno. I then called Orukome to confirm this account. He said the account is for the wife of the 3rd defendant. I also called one Alfred Eke to confirm the Akpojewe Peace Unuveno name. Alfred Oke said he knows the lady to the community where she stays. I then transferred (₦150,000.00) one hundred and fifty thousand naira into the account"

In proof of the sums of the above excerpts, exhibit C and exhibit D were tendered. I had earlier said that the best form of evidence is documentary evidence which cannot be over shadowed by oral evidence. It is true that from exhibit C and exhibit D, the 2nd claimant made part payment for the extra one plot of land. The question now is, was this payment made to the defendants in the light of the fact that the defendants are claiming ignorance to the said transaction? These payments were not made to the defendants. They were made to one Awata Lucky and one Akpojewe Peace whom 2nd claimant says she was informed by PW 2 and one Alfred Oke are related to the defendants. Now these Awata Lucky, Akpojewe and even Alfred Oke are vital witnesses. One might ask who is a vital witness? In the case of OGUDO v STATE (2011) LPELR – 860 (SC), my lord, Rhodes – Vivour JSC described a vital witness thus:

"A vital witness is a witness whose evidence is fundamental, in that it determines the case one way or the other"

See also AZUASONOGO v BENUE STATE GOVERNMENT & ANOR (2019) LPRLR – 47270 (CA). Now, this Awata Lucky and Akpojewe Peace are vital witnesses to this case. Their evidence would have determined whether the sums paid into their various account was for the extra one plot of land or not. These persons were not called neither were they

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mad party to the suit. They were not sued along with the defendants. The claimants could not link or tie the sum in exhibit C and D as part payment made for the extra plot of land bought from the defendants. It should be noted that for this extra plot of land, the evidence of the 2nd claimant and her witnesses only made reference to the 2nd and 3rd defendants that were involved in this transaction. No reference was made to the 1st and 4th defendant. Further in her evidence, the 2nd claimant stated that the balance sum of (N100,000.00) one hundred thousand naira she gave as cash. In her evidence, it was put this way, she said and I quote:

"I told them that in few days time I would come home to pay the balance in cash. They said they would prefer to come to my house. I told them no problem that the cash was with me. The 2nd and 3rd defendants rode motorcycle to my house. When they came I gave them the cash sum of (N100,000.00) one hundred thousand naira in the presence of Goodluck David"

This piece of evidence was corroborated by the said Goodluck David who is PW 1. In his evidence PW 1 said and I quote:

"The cash, the 2nd and 3rd defendant come to the house to collect it in my presence. The cash collected was (N100,000.00) one hundred thousand naira. The house where they came to collect the cash in at 2nd plaintiff house in Ozoro"

The evidential burden of this sum paid to the 2nd and 3rd defendant, the claimants were able to discharged. The burden therefore shifted to the 2nd and 3rd defendants. The 2nd and 3rd defendant could not discharge this burden. They could not show that they never received such sum of money. The 2nd claimant further gave evidence that due to the refusal of the defendants to refund her money. She had them arrested and taken to zone 5 Benin City. This piece of evidence was corroborated by the defendants.

The 1st defendant filed counter claim. In his counter claim, he admitted to refund the money of the land to the claimants. 1st defendant stated the amount that has been refunded and that balance left is (N320,000.00) three hundred and twenty thousand naira. Like I earlier said, where is his documentary evidence? None was presented to court. How is the court to believe that the sums which he said he transferred he

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actually did when there is no document backing up what he said? This story would therefore not fly.

Before I come to a conclusion, there were some issues canvassed by learned counsel for the 1st defendant in his final written address. In answer to the issues raised in 2.1, 2.2, 2.9 and 2.10 of the final written address, these are all mere technicalities. The court have in a plathoral of cases emphasized on substantive justice and not justice based on mere technicality that holds no water. The question is, did the defendants agree that they sold land to the claimants for ₦1.8 million? Did they also agree to make a refund when the transaction went south? The answer to the question is yes. Every other thing is of no moment.

The other issue, I would copy verbatim for verbatim because it was made personal to me. In 1.6 and 1.7 of learned counsel final written address, he said and I quote:

"A.C. Oyibotha, learned counsel to the 1st Defendant did not object to his application. Owing to this, the suit was adjourned by the Honourable Court to the 22nd day of October, 2024. However, A.C. Oyibotha prayed the court to allow him attend court on the next adjourned date at 1:00pm because of two other cases that he is personally conducting that are coming up on the 22nd date of October, 2024 and the Honourable Chief Magistrate replied "anytime I will be here".

"On the 22nd day of October 2024, A.C. Oyibotha arrived court at a little past 2:00pm and was informed that the 2nd plaintiff and another witness (PW 1), one Pastor David Goodluck had already concluded their evidence and the case adjourned for continuation. By this very act the 1st defendant through his counsel had no opportunity of cross-examines the 2nd plaintiff and Pastor David Goodluck (PW 1)".

The above excerpts from the final written address of learned defence counsel, I see as an indictment to my name and my person. From what learned counsel is saying, I am the cause why he could not cross-examine the 2nd claimant and PW 1 on that day. Please permit me to use this medium to set things straight. First and foremost we all

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know that this a small claims court. That there are guidelines as provided by the PRACTICE DIRECTION ON SMALL CLAIMS 2023 guiding the functioning of the small claims court. One of such is that the matters must be concluded in sixty days with the hearing done day to day. Also that at the end of every sitting, the duration of every matter on that day be recorded on the Record Book. We also know that this Honourable Court is functioning both as a Small Claims Court and a regular court. As such we have to combine the cases. For administrative case, small claims matters are adjourned every week instead of everyday just to meet up with the sixty days. Now, since I combine both regular matters and small claims matters, I therefore allow counsel give me time to conduct their matters especially in small claims matter. This is ensure I meet up with the sixty days deadline. So when counsels are sometime confused on what dates to take combined with the fact that they have matters in other courts, I usually tell them not to worry. Just give me your time, the court would wait for you. The court waiting for you means waiting at the time you gave court and not on the time imposed on you by the court.

Now, learned counsel A.C. Oyibotha has admitted in his final written address that he was the one that asked for the 1:00pm and not that it was imposed on him by me. He went further to say and I quote: *"anytime I will be here"*. The above quotation is in line with what I have just said. That is, just give me your time, the court would wait for you. On that said 22/10/2024, I rose first at about 11:07am. This is because some counsel and A.C. Oyibotha gave time when they would conduct their cases on that day. Now, I waited for learned counsel A.C. Oyibotha till 1:07pm. When he was not forth coming, I sat and took the matter. The matter lasted till 2:19pm. All these while, learned counsel was not present. The Record Book has all these facts that I am saying. Learned counsel A.C. Oyibotha appeared court when another matter had begun. This was at about 2:40pm. Learned counsel in his final written address said he appeared in court little past 2:00pm. Is 2:19pm or 2:40pm a little after 2:00pm? Am I to blame for counsel's inability to cross-examine the witnesses on the 22/10/2024 when he came in after 2:00pm having told court that he would be in court by 1:00pm and the court yet graciously waited till 1:07pm? We are all minister in the temple of Justice and we should be seen as such. The bar and bench are suppose to be one. The bar is suppose to protect the bench at all times. Where the bar fails to do so, then the bench is seen as nothing in the eyes of the common man. This too would in turn cause havoc in the bar. I am O.M. Omonemu (Mrs.). I do not play with this name. This name is sancrotrast.

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Integrity is my watch-word. I pray that I stand by it no matter the circumstance or situation. I am meticulous and mindful in my words and actions. I find it very sad and disheartening when persons would want to tarnish my image or being my name to disrepute. IT IS WELL.

That having being said, let's come to conclusion of the matter. We would now take a look at the reliefs of the claimants.

The first relief, claimants are asking for an order from court that the defendants should pay the sum of (₦945,000.00) Nine hundred and forty-five thousand naira being the balance from the failed land transaction. From our calculation, we deduced that from the ₦1.8 million, the defendant are owing (₦645,000.00) six hundred and forty-five thousand naira. From the (₦300,000.00) three hundred thousand naira, the claimants were able to prove only (₦100,000.00) one hundred thousand naira. Thus the total amount owed the claimants is (₦745,000.00) seven hundred and forty-five thousand naira.

For the second relief and third relief, this we shall term as general damages. They are damages which consists in all items of loss which the claimants need no specific proof to recover them. I refer to AKINKUGBE v EWULUM HOLDINGS (NIG) LTD & ANOR (2008) LPELR – 346 (SC)

COURT – It is hereby ordered that the defendants shall pay to the claimants the sum of (₦645,000.00) Six hundred and forty-five thousand naira owed the claimants as a result of the failed land transaction. However, as regards the extra (₦100,000.00) one hundred thousand naira, this shall be incurred by the 2nd and 3rd defendants and paid to the claimants.

It is hereby ordered that the defendants shall pay to the claimants the sum of (₦500,000.00) five hundred thousand naira being the expenses incurred as negotiation fee, drawing of agreement and in the arrest of the defendants at zone 5, Benin City over the subject matter of this suit

It is further ordered that the sum of (₦200,000.00) two hundred thousand naira be awarded to the claimants as cost for litigation.

COURT – As regards the counter claim, this must fail as the 1st defendant/counter claimant could not prove its case on a balance of probabilities.

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COURT – the defendants are given two months from the date of judgment to comply with the terms of judgment.

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Figure 4
ACA

atefa

O.M. Omonemu (Mrs.)

C.M 1 (Special Grade)

27/11/2024