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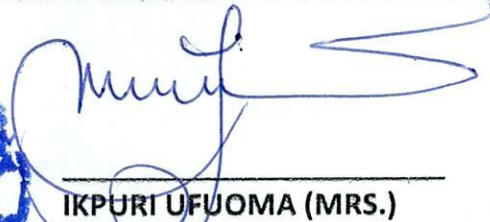
DELTA STATE JUDICIARY
SMALL CLAIM COURT
OLEH MAGISTERIAL DISTRICT

REPORT FOR THE MONTH OF JANUARY, 2024

S/N	SUIT NUMBER	NAME OF CASE
1.	SCC/OLEH/1/2024	Cynthan Elo Odioko And Hon. Godspower Oregbor & Anr



B.O. WILLIAMS
Chief Magistrate GD II



IKPURI UFUOMA (MRS.)
Assistant Chief Registrar

NEW PERFORMANCE TEMPLATE REPORT FOR 2023
DELTA STATE JUDICIARY
SMALL CLAIMS COURT
OLEH

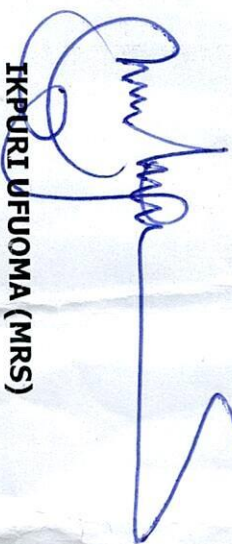
EXECUTION REPORT FOR THE MONTH OF FEBRUARY 2024
COURT NO. OLEH MAGISTERIAL DISTRICT

NAME OF SHERIF	SUIT NO. AND PARTIES	DATE OF JUDGMENT	DATE OF EXECUTION	DURATION FROM JUDGMENT TO EXECUTION	STATE OF JUDGMENT NOT EXECUTED WHETHER ON APPEAL OR PARTIES HAS SETTLED
Chikezie Chuks D.	SCC/OLEH/1/2024 CYNTHIA ELO ODIOKO	NIL	NIL	NIL	1 witness taken case adjourned to 1/3/2024 for defence
Chikezie Chuks D.	SCC/OLEH/2/2024 JOHN TEMPLE EMMA & JONATHAN OGUNU OGHENEKARO	NIL	NIL	NIL	The case was struckout on application by the Plaintiff Counsel
Chikezie Chuks D.	SCC/OLEH/3/2024 OKORO SOLOMON AND IKODUDU GLORY	NIL	NIL	NIL	Plea taken case adjourned to 5/3/2024 for hearing



B.O. WILLIAMS (MS.)
Chief Magistrate GD II





IKPURI UFUOMA (MRS)
Assistant Chief Registrar

DELTA STATE JUDICIARY

SMALL CLAIMS COURT

OLEH

Our Ref: *cmc/vst-11/09*

MONTHLY RETURNS OF CASES FOR THE MONTH OF SEPTEMBER, 2024

SUIT NO.	PARTIES	FILING DATE	DATE OF SERV.	DATE OF COMMENC EMENT OF HEARING	NUMBER OF ADJOUR NMENT	DECISION/ JUDGMENT/ STRUCK OUT	STAGE OF PENDING CASES	DURATION FROM FILING JUDGMENT TILL	NUMBER OF DAYS FROM JUDGMENT TO APPEAL (FILING AND TRANSMISSION OF RECORD)	NAME OF BAILIFF	DATE OF EXECUTI ON	NUMBER OF DAY FROM JUDGMENT TO EXECUTION	STATUS OF JUDGMENT EXECUTION
SCC/OLEH /4/2024	Obuekanse Peace =AND= Solomon Urie & 3ors	16/8/24	16/8/24	21/9/24	3times	Nil	For hearing/ report	19days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /5/2024	Lawrence Okemute =AND= Areh Oke	16/8/24	16/8/24	27/8/24	Nil	Judgment delivered on 27/8/24	Nil	12days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /6/2024	Stephen Ajah =AND= Solomon Urie	16/8/24	17/8/24	27/8/24	2	Judgment delivered on 10/9/24	Nil	13days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /7/2024	Okegbe Charles =AND= Israel Ogbodu	4/9/24	4/9/24	Nil	2	Nil	For hearing on 24/9/24	14days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	nil
SCC/OLEH /8/2024	Okoro Anthony =AND= Adara Endurance Oreav	16/8/24	16/8/24	21/8/24	Nil	Judgment delivered on 21/8/24	Nil	5days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /9/2024	Okoro Anthony =AND= Enase Ogege Joy & Anr	16/8/24	16/8/24	21/8/24	Nil	Judgment delivered on 21/8/24	Nil	5days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /10/2024	Okoro Anthony =AND= Omogoro Patience Ozuazo	16/8/24	16/8/24	21/8/24	2	Nil	Adj. to 30/9/24 for plea/hear ing	14days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil

SCC/OLEH /11/2024	Okoro Anthony =AND= Omanudowho Aforkoghene & Ant	16/8/24	16/8/24	21/8/24	1	Judgment delivered on 27/8/24	Nil	5days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /12/2024	Okoro Anthony =AND= Abigail Edheke Aforkeoghene Omanudhowho	16/8/24	16/8/24	21/8/24	1	Judgment delivered on 21/8/24	Nil	5days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /13/2024	Okoro Anthony =AND= Joy Otomor & Zors	16/8/24	16/8/24	21/8/24	2	Nil	2 witness taken	20days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /14/2024	Okoro Anthony =AND= Dozen Evioghene	8/9/24	8/9/24	10/9/24	2	Nil	Adj. to 8/10/24 For report	5days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /15/2024	Okoro Anthony =AND= Amare Blessing	8/9/24	8/9/24	10/9/24	2	Nil	Adj. to 8/10/24 for report	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /16/2024	Okoro Anthony =AND= Helen Ovuura	8/9/24	8/9/24	18/9/24	1	Judgment delivered on 8/9/24	Nil	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /17/2024	Okoro Anthony =AND= July Robert	8/9/14	8/8/24	18/9/24	1	Judgment delivered on 30/9/24	Nil	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil

Odega
O.M. OMONEMU (MRS.)
 Chief Magistrate GD 1 (SG)



[Signature]
IKPURI UFUOMA (MRS.)
 Assistant Chief Registrar

DELTA STATE JUDICIARY SMALL CLAIMS COURT OLEH

Our Ref: *Emc/ver/110*

MONTHLY RETURNS OF CASES FOR THE MONTH OF OCTOBER, 2024

SUIT NO.	PARTIES	FILING DATE	DATE OF SERV.	DATE OF COMMENCEMENT OF HEARING	NUMBER OF ADJOURNMENT	DECISION JUDGMENT/STRUCK OUT	STAGE OF PENDING CASES	DURATION FROM FILING TILL JUDGMENT	NUMBER OF DAYS FROM JUDGMENT TO APPEAL (FILING AND TRANSMISSION OF RECORD)	NAME OF BAILIFF	DATE OF EXECUTION	NUMBER OF DAY FROM JUDGMENT TO EXECUTION	STATUS OF JUDGMENT EXECUTION
SCC/OLEH /4/2024	Obuekanse Peace =AND= Solomon Urie & 3ors	16/8/24	16/8/24	21/9/24	3times	Nil	For continuati on of hearing	19days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /7/2024	Okegbe Charles =AND= Israel Ogbodu	4/9/24	4/9/24	Nil	2	Judgment delivered on 14/10/24	Nil	14days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	nil
SCC/OLEH /14/2024	Okoro Anthony =AND= Dozen Evioghene	8/9/24	8/9/24	10/9/24	2	Judgment delivered on 8/10/24	Nil	5days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /15/2024	Okoro Anthony =AND= Amare Blessing	8/9/24	8/9/24	10/9/24	2	Judgment delivered on 8/10/24	Nil	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /13/2024	Okoro Anthony =AND= Joy Otomor & 2ors	16/8/24	16/8/24	21/8/24	2	Judgment delivered on 8/10/24	Nil	20days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /20/2024	Okoro Anthony =AND= Faith Onwuchie & 2Ors	16/10/24	16/10/24	Nil	2	Nil	Adj. to 05/11/24 for plea/ hearing	11days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /21/2024	Okoro Anthony =AND= Moses Udhu & 5ors	16/10/24	16/10/24	Nil	2	Nil	Adj. to 05/11/24 for plea/ hearing	11days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil



SCC/OLEH /22/2024	Okoro Anthony =AND= Doy Orivo & Anr	16/10/24	16/10/24	Nil	2	Nil	Adj. to 05/11/24 for plea/ hearing	11days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /23/2024	Okoro Anthony =AND= Apara Endurance Oreva & 2ors	16/10/24	16/10/24	Nil	2	Nil	Adj. to 05/11/24 for plea/ hearing	11days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil

O.M. OMONEMU (MRS.)

Chief Magistrate GD 1 (SG)

REGISTRAR
DELTA-STATE
OF NIGERIA
DATE _____
IKPURI UFUOMA (MRS.)
Assistant Chief Registrar

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DELTA STATE JUDICIARY
SMALL CLAIMS COURT
OLEH

Our Ref: SCC/OLEH/2024/1113

MONTHLY RETURNS OF CASES FOR THE MONTH OF JANUARY, 2025

SUIT NO.	PARTIES	FILING DATE	DATE OF SERV.	DATE OF COMMENCEMENT OF HEARING	NUMBER OF ADJOURNMENT	DECISION JUDGMENT/STRUCK OUT	STAGE OF PENDING CASES	DURATION FROM FILING TILL JUDGMENT	NUMBER OF DAYS FROM JUDGMENT TO APPEAL (FILING AND TRANSMISSION OF RECORD)	NAME OF BAILIFF	DATE OF EXECUTION	NUMBER OF DAY FROM JUDGMENT TO EXECUTION	STATUS OF JUDGMENT EXECUTION
SCC/OLEH/20/2024	Okoro Anthony =AND= Faith Onwuchie & 2Ors	16/10/24	16/10/24	Nil	3times	Nil	Adj. to 13/01/25 for cont.	32days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH/21/2024	Okoro Anthony =AND= Moses Udhu & 5ors	16/10/24	16/10/24	Nil	3times	Nil	Adj. to 13/01/25 for cont.	18days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH/30/2024	Mrs. Cynthia Elo Odioko =AND= Akpokpone John	18/11/24	18/11/24	Nil	3times	Nil	Adj. to 13/01/25 for cont.	17days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH/31/2024	Mr. Okoro Anthony =AND= Ibrahim Juiet & 2ors	18/11/24	18/11/24	Nil	3times	Nil	Adj. to 13/01/25 for cont.	17days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH/32/2024	Mr. Okoro Anthony =AND= Isoko South L.G. Council	18/11/24	18/11/24	Nil	3times	Nil	Adj. to 13/01/25 for cont.	17days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH/33/2024	Fredrick Okpokpor =AND=	23/12/24	23/12/24	Nil	2times	Nil	Adj. to 13/01/25 for cont.	14days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil

IKPURI UFUOMA (MRS.)
Assistant Chief Registrar

DELTA STATE JUDICIARY
SMALL CLAIMS COURT
OLEH

Our Ref: *o m e f v e t 1 1 1 1*

MONTHLY RETURNS OF CASES FOR THE MONTH OF NOVEMBER, 2024

SUIT NO.	PARTIES	FILING DATE	DATE OF SERV.	DATE OF COMMENCEMENT OF HEARING	NUMBER OF ADJOURNMENT	DECISION JUDGMENT/ STRUCK OUT	STAGE OF PENDING CASES	DURATION FROM FILING JUDGMENT TILL	NUMBER OF DAYS FROM JUDGMENT TO APPEAL (FILING AND TRANSMISSION OF RECORD)	NAME OF BAILIFF	DATE OF EXECUTION	NUMBER OF DAY FROM JUDGMENT TO EXECUTION	STATUS OF JUDGMENT EXECUTION
SCC/OLEH /4/2024	Obuekanse Peace =AND= Solomon Urie & 3ors	16/8/24	16/8/24	21/9/24	3times	Judgment delivered on 27/11/24	Nil	57days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /20/2024	Okoro Anthony =AND= Faith Onwuchie & 2Ors	16/10/24	16/10/24	Nil	2times	Nil	Adj. to 09/12/24 for cont.	28days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /21/2024	Okoro Anthony =AND= Moses Udhu & 5ors	16/10/24	16/10/24	Nil	2times	Nil	Adj. to 09/12/24 for cont.	11days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /25/2024	Mrs. Cynthia Elo Odioko =AND= Mrs. Edith Pedero	18/11/24	18/11/24	Nil	2times	Judgment delivered on 27/11/24	Nil	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /26/2024	Mrs. Cynthia Elo Odioko =AND= Onovirakpo Joseph	18/11/24	18/11/24	Nil	2times	Judgment delivered on 27/11/24	Nil	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /27/2024	Mrs. Cynthia Elo Odioko =AND= Mrs. Oghenero Precious & Anr.	18/11/24	18/11/24	Nil	2times	Judgment delivered on 27/11/24	Nil	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil

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SCC/OLEH /2024	Mrs. Cynthia Eio Odioko =AND= Evang. Eneruere Godstime Ugoro & Anr.	18/11/24	18/11/24	Nil	2times	Judgment delivered on 27/11/24	Nil	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /29/2024	Mrs. Cynthia Eio Odioko =AND= Mabel Abha	18/11/24	18/11/24	Nil	2times	Judgment delivered on 27/11/24	Nil	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /30/2024	Mrs. Cynthia Eio Odioko =AND= Akpokpone John	18/11/24	18/11/24	Nil	2times	Nil	Adj. to 09/12/24 for cont.	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /31/2024	Mr. Okoro Anthony =AND= Ibrahim Juliet & 2ors	18/11/24	18/11/24	Nil	2times	Nil	Adj. to 09/12/24 for cont.	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /32/2024	Mr. Okoro Anthony =AND= Isoko South L.G. Council	18/11/24	18/11/24	Nil	2times	Nil	Adj. to 09/12/24 for cont.	10days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil


O.M. OMONEMU (MRS.)
Chief Magistrate GD 1 (SG)




IKPURLUFUOMA (MRS.)
Assistant Chief Registrar

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DELTA STATE JUDICIARY

SMALL CLAIMS COURT

OLEH

Our Ref:.....

MONTHLY RETURNS OF CASES FOR THE MONTH OF DECEMBER, 2024

SUIT NO.	PARTIES	FILING DATE	DATE OF SERV.	DATE OF COMMENC EMENT OF HEARING	NUMBER OF ADJOUR NMENT	DECISION OF JUDGMENT/ STRUCK OUT	STAGE OF PENDING CASES	DURATION FROM FILING JUDGMENT TILL	NUMBER OF DAYS FROM JUDGMENT TO APPEAL (FILING AND TRANSMISSION OF RECORD)	NAME OF BAILIFF	DATE OF EXECUTI ON	NUMBER OF DAY FROM JUDGMENT TO EXECUTION	STATUS OF JUDGMENT EXECUTION
SCC/OLEH /20/2024	Okoro Anthony =AND= Faith Onwuchie & 2Ors	16/10/24	16/10/24	Nil	3times	Nil	Adj. to 13/01/25 for cont.	32days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /21/2024	Okoro Anthony =AND= Moses Uduhu & 5ors	16/10/24	16/10/24	Nil	3times	Nil	Adj. to 13/01/25 for cont.	18days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /30/2024	Mrs. Cynthia Eto Odioke =AND= Akpokpene John	18/11/24	18/11/24	Nil	3times	Nil	Adj. to 13/01/25 for cont.	17days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /31/2024	Mr. Okoro Anthony =AND= Ibrahim Juliet & 2ors	18/11/24	18/11/24	Nil	3times	Nil	Adj. to 13/01/25 for cont.	17days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
SCC/OLEH /32/2024	Mr. Okoro Anthony =AND= Isoiko South L.G. Council	18/11/24	18/11/24	Nil	3times	Nil	Adj. to 13/01/25 for cont.	17days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil

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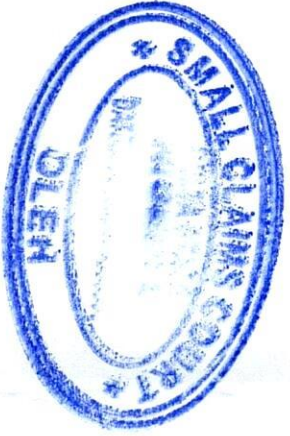
SCC/OLEH /30/2024	Fredrick Okpokpor =AND= Mrs. Gloria Odhozo & Anr.	23/12/24	23/12/24	Nil	2times	Nil	Adj. to 13/01/25 for cont.	14days	Nil	CHIKEZIE Chuks Destiny	Nil	Nil	Nil
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[Signature]

O.M. OMONEMU (MRS.)
Chief Magistrate GD 1 (SG)

[Signature]

IKPURLUFIOMA (MRS.)
Assistant Chief Registrar



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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 21ST DAY OF AUGUST, 2024

SUIT NO: SCC/OLEH/11/2024

OKORO ANTHONY A. - - - - - - - **PLAINTIFF**

=AND=

1. OMANUDHOWHO AFORKOGHENE }
2. OMANUDHOWHO OGHENERABOME } - - - **DEFENDANTS**

Plaintiff is present

1st defendant is present

2nd defendant is absent

No legal representation for both parties

Plaintiff informs court that terms of settlement have being filed

COURT – Terms of settlement dated 21/8/2024 and filed same day is hereby taken as the consent judgment of this Honourable Court. This matter started 12:29pm and ended 12:32pm.

ERTIFIED TRUE COPY

SENIOR REGISTRAR

August 14
AER

(Signed) 
O.M. Omonemu (Mrs.)
C.M 1 (Special Grade)
27/08/2024

IN THE MAGISTRATE SMALL CLAIM COURT OF DELTA STATE, NIGERIA
IN THE OLEH MAGISTERIAL DISTRICT

HOLDEN AT OLEH

SUIT NO: SCC/LEH/11/24

BETWEEN;

OKORO ANTHONY A.

PLAINTIFF

ENTITLED TRUE COPY

AND

1. OMANUDHOWHO AFORKEOGHENE
2. OMANUDHOWHO OGHENERABOME

DEFENDANTS

TERMS OF SETTLEMENT BY THE PARTIES FOR ADOPTION AS CONSENT JUDGMENT

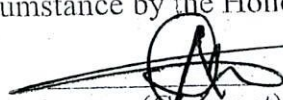
Brought in Pursuant to the Delta State Judiciary Practice Direction on Small Claims 2023, Article 9(2) and (3) and under the inherent jurisdiction of this Honourable Court, the plaintiff, **OKORO ANTHONY A. 'm'** and the 1st defendant **OMANUDHOWHO AFORKEOGHENE 'f'** admits the facts of the claimant's Claim, do willful agreed on these terms of settlement.

That as this Honourable Court shall be moved on the 25TH Day of **JULY, 2024** at the hour of 9'0 clock in the forenoon or so soon thereafter as the parties shall be heard praying this Honourable Court for the following orders

1. An Order of the Honourable Court that this agreed willful **terms of settlement of the parties** been **adopted** by the Honourable Court as the Court Consent Judgment.
2. An Order of the Honourable Court that the sum of Eighty thousand naira (**N80,000.=**) only being the money had and obtained by the Defendant(s) from the Claimant **while the sum of Twenty-Four thousand naira (N24,000.=)** only being the interest sum.
3. An Order of the Honourable Court that the sum of One Hundred and Thirty thousand naira (**N130,000.=**) only is the overall gross total sum covering the Capital, Interest and cost of litigation payable by the Defendant(s) to the Claimant
4. An Order of the Honourable Court that said overall gross total sum of One Hundred and Thirty thousand naira (**N130,000.=**) only stated in paragraph (3) above **shall be paid in Monthly installment** in the sum of Fifteen thousand naira (**N15,000=**), effect from **JULY, 2024** into the Plaintiff appointed **Unity Bank Account A/C No: 0039298678** on the last working day of the month until the said payable sum stated in paragraph (3) above is fully liquidated

AND for further other order(s) deem fit to make in the circumstance by the Honourable Court

OKORO ANTHONY A. 'm'.

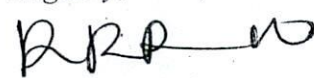

(Claimant)

OMANUDHOWHO AFORKEOGHENE 'f'


(Defendant)

Dated this 21ST day of AUG 2024
at the Magistrate Small Claim Court Registry, Oleh,




1316-8290-9346
02.08.2024

IN THE CHIEF MAGISTRATE'S COURT OF DELTA STATE OF NIGERIAIN THE SMALL CLAIM COURTHOLDEN AT OLEH

BEFORE HIS WORSHIP O.M. OMONEMU (MRS.) CHIEF MAGISTRATE GRADE 1
(SPECIAL GRADE) ON TUESDAY THE 27TH DAY OF AUGUST, 2024

SUIT NO: SCC/OLEH/5/2024

MR. LAWRENCE OKIEMUTE ODAFEOGBA - - - - PLAINTIFF

=AND=

AREH OKE - - - - - DEFENDANT

Plaintiff is present

Defendant is present

No legal representation for either parties.

Plaintiff informs court that terms of settlement have being filed

COURT – Terms of settlement dated 7/8/2024 and filed 27/8/2024 is hereby taken as the judgment of this Honourable Court. Matter started 12:23 and ended 12:26pm.

ERTIFIED TRUE COPY

SENIOR REGISTRY CLERK

(Signed) O.M. Omonemu
O.M. Omonemu (Mrs.)
 C.M 1 (Special Grade)
 27/08/2024

21
IN THE MAGISTRATES' COURT: DELTA STATE
IN THE SMALL CLAIMS COURT
HOLDEN AT OLEH

MR. LAWRENCE OKIEMUTE ODAFEOGBA

PLAINTIFF

No. 25, Iyethoto Street
Ozoro
Delta State
08034560781

AND

AREH OKE

DEFENDANT

NO. 92, Hospital Road
Ozoro
Delta State
08050611651

TERMS OF SETTLEMENT

This Settlement Agreement is made this 21st day of August 2024 **BETWEEN**
MR. LAWRENCE OKIEMUTE ODAFEOGBA (Plaintiff) **AND** **AREH OKE** (Defendant).
Each shall be Referred to as a 'Party' and collectively referred to as "Parties".

1.0 **WHEREAS** the Plaintiff sought the following reliefs against the Defendant in this suit:

1. An Order of this Honourable Court directing/compelling the Defendant to pay the sum of one hundred and fifty six thousand four hundred naira (N156, 400.00) back to the Plaintiffs being the interest accruing to the Plaintiff for the default in the refund of the loan.
2. 10% interest on the sum of one hundred and fifty six thousand four hundred naira (N156, 400.00) every month beginning from the month of January 2024 till when judgment is delivered and after the sum is fully paid.
3. The sum of one hundred thousand naira (N100, 000.00) as cost and general damages.

Any other suitable relief the Court may deem fit to make in the circumstances of this case

- 1.2. When the matter came up in court for hearing the Parties in this suit willingly submitted to an out of court settlement of the dispute between them and In furtherance to the amicable settlement of the dispute the Parties met and at the end of the meeting the Parties agreed on terms which have been set forth below.

CERTIFIED TRUE COPY

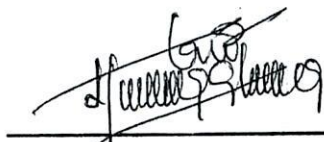


Plaintiff
ACK

- 2.0. **NOW, WHEREFORE**, in consideration of the above recited facts, which the Parties acknowledge are true and accurate in all material respects, and of all the promises, covenants, and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:
- 2.1 That the Defendants agree with the Plaintiffs to pay the sum of one hundred and fifty six thousand naira (N156, 000.00) which amount includes both the principal money paid by the Plaintiffs to the Defendant and cost of this action through monthly installments.
- 2.2. The Parties agrees that the sum of fifteen thousand naira (N15, 000.00) installments shall be paid by the Defendants to the Plaintiff at the end of every month until the one hundred and fifty six thousand naira (N156, 000.00) is fully paid.
- 2.3 The Parties shall sign and deliver a copy of this agreement and/or terms.
- 2.4 The Parties agree that this Agreement and or this Terms of Settlement shall form the basis for a consent Judgment by this Honourable Court in Suit No. SCC/OLEH/5/2024.

Dated this 7th day of August 2024

Signed by the parties and their Counsel as shown below:



MR. LAWRENCE OKIEMUTE ODAFEOGBA
(PLAINTIFFS)



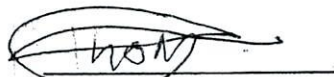


I. J. Adiola Esq.

Plaintiff Counsel

@ JD PRIME PARTNERS

29, Mission Road, Ozoro
Delta State.



AREHJ OKE
(DEFENDANT)

File of Terms
SER
N100.00
N100.00
N700.00



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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 21ST DAY OF AUGUST, 2024

SUIT NO: SCC/OLEH/9/2024

OKORO ANTHONY A. - - - - - - - CLAIMANT

=AND=

1. OGAGA JOY }
2. APARA ENDURANCE OREVA } - - - - - - **DEFENDANT**

Plaintiff is present

1st defendant and 2nd defendant is present

B. Oreghe with him A.F. Oghenerivie (Mrs.) for defendants

No legal representation for plaintiff

Parties informed court that they have settled

JUDGMENT

Terms of settlement was filed on the 8/8/2024 where both parties agreed to the terms of settlement. Thus the terms of settlement shall be the judgment of this Honourable Court.

COURT – case was filed on the 11/7/2024 and came up for the first time today, 21/8/2024. The matter started 12:50pm and ended 12:57pm with it concluding with a consent judgment.

(Signed) Oleghe
O.M. Omonemu (Mrs.)
C.M 1 (Special Grade)
21/08/2024

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24

**IN THE MAGISTRATE SMALL CLAIM COURT OF DELTA STATE, NIGERIA
IN THE OLEH MAGISTERIAL DISTRICT**

HOLDEN AT OLEH

SUIT NO: SCC/LEH/9/24

BETWEEN:

OKORO ANTHONY A.

PLAINTIFF

AND

1. ENASE OGEGE JOY (OKPOKPOR)

DEFENDANTS

2. APARA ENDURANCE OREVA

TERMS OF SETTLEMENT BY THE PARTIES FOR ADOPTION AS CONSENT JUDGMENT

Brought in Pursuant to the Delta State Judiciary Practice Direction on Small Claims 2023, Article 9(2) and (3) and under the inherent jurisdiction of this Honourable Court, the plaintiff, **OKORO ANTHONY A. 'm'** and the defendants **ENASE OGEGE JOY (OKPOKPOR) 'T'** and **APARA ENDURANCE OREVA** admits the facts of the claimant's Claim, do willful agreed on these terms of settlement.

That as this Honourable Court shall be moved on the **8TH Day of AUGUST, 2024** at the hour of **9'0** clock in the forenoon or so soon thereafter as the parties shall be heard praying this Honourable Court for the following orders

1. An Order of the Honourable Court that this agreed willful **terms of settlement of the parties been adopted** by the Honourable Court as the Court Consent Judgment.
2. An Order of the Honourable Court that the sum of Three hundred and Twenty-Five thousand naira (**N325,000.=**) only being the money had and obtained by the Defendants from the Claimant while the sum of One hundred and Thirty thousand naira (**N130,000.=**) only being the interest sum.
3. An Order of the Honourable Court that the sum of Five Hundred and Fifty thousand naira (**N550,000.=**) only is the overall gross total sum covering the Capital, Interest and cost of litigation payable by the Defendants to the Claimant
4. An Order of the Honourable Court that said overall gross total sum of Five Hundred and Fifty thousand naira (**N550,000.=**) only stated in paragraph (3) above **shall be paid in Monthly installment** in the sum of Twenty thousand naira (**N20,000=**), effect from **AUGUST, 2024** into the Plaintiff appointed **Unity Bank Account A/C No: 0039298678** on the last working day of the month until the said payable sum stated in paragraph (3) above is fully liquidated

AND for further other order(s) deem fit to make in the circumstance by the Honourable Court

OKORO ANTHONY A. 'm'.

(Claimant)

ENASE OGEGE JOY (OKPOKPOR) 'f'

(Defendant)

APARA ENDURANCE OREVA 'f'

(Defendant)

Dated this _____ day of _____, 2024
at the Magistrate Small Claim Court Registry, Oleh,



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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 21ST DAY OF AUGUST, 2024

SUIT NO: SCC/OLEH/8/2024

OKORO ANTHONY A. - - - - - - - CLAIMANT

=AND=

APARA ENDURANCE OREVA - - - - - - - DEFENDANT

Plaintiff is present

Defendant is present

B. Oreghe with him A.F. Oghenerivie (Mrs.) for defendants

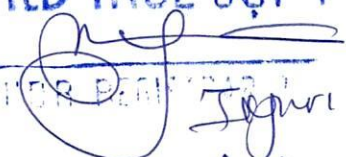
No legal representation for plaintiff

Parties informed court that they have settled

JUDGMENT

Terms of settlement was filed on the 4/7/2024 where both parties agreed to the terms of settlement. Thus the terms of settlement shall be the judgment of this Honourable Court.

COURT – case was filed on the 4/7/2024 and came up for hearing for the first time today, 21/8/2024. The matter started 1:00pm and ended 1:05pm with it concluding with a consent judgment.

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(Signed) O.M. Omonemu (Mrs.)
O.M. Omonemu (Mrs.)
C.M 1 (Special Grade)
21/08/2024

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IN THE MAGISTRATE SMALL CLAIM COURT OF DELTA STATE, NIGERIA
IN THE OLEH MAGISTERIAL DISTRICT

HOLDEN AT OLEH

SUIT NO: SCC/LEH/8/24

BETWEEN:

OKORO ANTHONY A.

PLAINTIFF

AND

APARA ENDURANCE OREVA

DEFENDANT

TERMS OF SETTLEMENT BY THE PARTIES FOR ADOPTION AS CONSENT JUDGMENT

Brought in Pursuant to the Delta State Judiciary Practice Direction on Small Claims 2023, Article 9(2) and (3) and under the inherent jurisdiction of this Honourable Court, the plaintiff, **OKORO ANTHONY A. 'm'** and the defendant **APARA ENDURANCE OREVA 'f'** admits the facts of the claimant's Claim, do willful agreed on these terms of settlement.

That as this Honourable Court shall be moved on the 8TH Day of **AUGUST, 2024** at the hour of 9⁰ clock in the forenoon or so soon thereafter as the parties shall be heard praying this Honourable Court for the following orders

1. An Order of the Honourable Court that this agreed willful **terms of settlement** of the parties been **adopted** by the Honourable Court as the Court Consent Judgment.
2. An Order of the Honourable Court that the sum of Thirty-Five thousand naira (**N35,000.=**) only being the money had and obtained by the Defendant from the Claimant **while the sum of Three thousand naira (N3,000.=) only** being the interest sum.
3. An Order of the Honourable Court that the sum of Sixty thousand naira (**N60,000.=**) only is the overall gross total sum covering the Capital, Interest and cost of litigation payable by the Defendant to the Claimant
4. An Order of the Honourable Court that said overall gross total sum of Sixty thousand naira (**N60,000.=**) only stated in paragraph (3) above shall be paid in **Monthly installment** in the sum of Twenty thousand naira (**N20,000.=**), effect from **AUGUST, 2024** into the Plaintiff appointed **Unity Bank Account A/C No: 0039298676** on the last working day of the month until the said payable sum stated in paragraph (3) above is fully liquidated

AND for further other order(s) deem fit to make in the circumstance by the Honourable Court

OKORO ANTHONY A. 'm'.

(Claimant)

APARA EDURANCE OREVA 'f'

(Defendant)



Dated this 25th day of July, 2024
at the Magistrate Small Claim Court Registry, Oleh.



1300 6800 - 0000
02 05 17 2024

TLS N500.00
302 N100.00
Kelo N100.00

Wale N200.00

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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 MONDAY THE 14TH DAY OF OCTOBER, 2024

SUIT NO: SCC/OLEH/18/2024

OKORO ANTHONY A. - - - - - - - - **CLAIMANT**

=AND=

1. **EWOMAZINO LOVETH USORO (NEE OGORO)** }
2. **CHARLES OMU OBOKPAINO** - - **DEFENDANTS**

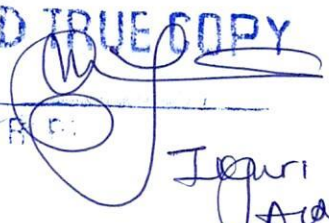
Plaintiff is present

Defendants absent

No legal representation for both parties

Plaintiff informs court that they have have both settled and terms of settlement has being filed

COURT – Terms of settlement dated and filed 14/10/2024 shall be the consent judgment of the court.

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(Signed) 
O.M. Omonemu (Mrs.)
C.M 1 (Special Grade)
14/10/2024

IN THE SMALL CLAIMS COURT OF DELTA STATE, NIGERIA 28
IN THE OLEH MAGISTERIAL DISTRICT

HOLDEN AT OLEH

SUIT NO: SCC/ LEH / 18 /24

BETWEEN:

OKORO ANTHONY A.

PLAINTIFF/CLAIMANT

AND:

1. EWOMAZINO LOVETH USORO (NEE OGORO)

Oleh Town, Isoko South LGA., Delta State DEFENDANTS
08148161827, 07054761673

2. CHARLES OMU OBOKPAINO

Oleh Town, Isoko South LGA., Delta State
08135632454

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TERMS OF SETTLEMENT BY THE PARTIES FOR ADOPTION AS CONSENT JUDGMENT

Brought in Pursuant to the Delta State Judiciary Practice Direction on Small Claims 2023, Article 9(2) and (3) and under the inherent jurisdiction of this Honourable Court, the plaintiff, OKORO ANTHONY A. 'm', the 1st defendant, EWOMAZINO LOVETH USORO (NEE OGORO) 'f', and the 2nd defendant CHARLES OMU OBOKPAINO 'm' the husband/surety/guarantor of the 1st defendant, admits the facts of the claimant's Claim, and do willful plead and agreed on these terms of settlement.

That as this Honourable Court shall be moved on the 14TH Day of OCTOBER, 2024 at the hour of 9'0 clock in the forenoon or so soon thereafter as the parties shall be heard praying this Honourable Court for the following orders

1. An Order of the Honourable Court that this agreed willful **terms of settlement** of the parties been **adopted** by the Honourable Court as the Court Consent Judgment.
2. An Order of the Honourable Court that the sum of One Hundred thousand naira (N100,000.=) only is the money had and obtained by the Defendants from the Claimant while the sum of Two Hundred and forty thousand naira (N240,000.=) is the defendants and the 1st defendant mother, **Mrs. Victoria Orughe** (Nee Ogoro) **pleaded sum** on Pastor Mark Oghenewogaga Olomu intervention, and the parties thereto agreed that, that payable sum cover the Capital, interest and damages/litigation, payable by the Defendants to the claimant.
3. An Order of the Honourable Court that the defendants pleaded and the parties thereto agreed payable sum of Two thousand forty naira (N240,000.=) pleaded in the foregoing paragraph **has been fully paid and liquidated** by the 1st defendant mother, **Mrs. Victoria Orughe** (Nee Ogoro) this 13th day of October, 2024 to the claimant Access bank Account
4. An Order of the Honourable Court that the **Suit No: SCC/LEH/18/24** be dispose off on the merit that it has been settled

AND for any further other order(s) deem fit to make in the circumstance by the Honourable Court

OKORO ANTHONY A.

EWOMAZINO LOVETH USORO (NEE OGORO) 'f'

DATE: 14th day of October, 2024

Dated this 14th day of October, 2024
at the Small Claims Court Registry, Oleh



FILED
500.00
100.00
100.00
TOTAL 700.00
R R R NO

500.00 (Claimant)
100.00
100.00 (1st Defendant)

EWOMAZINO LOVETH USORO (NEE OGORO)

of 14/10/24

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IN THE MAGISTRATE COURT DELTA STATE OF NIGERIA
IN THE SMALL CLAIM COURT
HOLDEN AT OLEH

SUIT NO. SCC/OLEH/ /2024

BETWEEN

MR OKEGBE CHARLES.----- **-PLAINTIFF**
AND

MR ISRAEL OGBODU----- **-DEFENDANT**

TERMS OF SETTLEMENT
CLAIM

The Plaintiff is a businessman, indigene of Uzere Kingdom in Isoko South Local Government Area of Delta State, who deals on wood timber and owned a saw mill at Oleh, while the Defendant who is residing in Irri Kingdom, is a Wood timber business man who acts as an operator/contractor that normally cut wood from the bush and supply wood to others.

Sometime ago at different times and years respectively the plaintiff contracted the defendant to cut and supply him timber wood and the plaintiff gave the defendant up to the total sum of ₦2,000,000.00 (Two Million Naira) which the defendant only supply a little of the wood and abscond with the rest money, the rest money as at 2023 is the sum of ₦759,000.00 (Seven Hundred and Fifty Nine Thousand Naira) all effort to recover the remaining money from the defendant or Make the defendant supply the wood proof abortive. The parties agreed to settle and the defendant paid the sum of ₦209,000.00 (Two Hundred and Nine Thousand Naira) leaving the total sum of ₦550,000.00 (Five Hundred and Fifty Thousand Naira) as balance. Hence this application.

WHEREFORE the Plaintiff claims against the Defendant as follows:

1. The sum of ₦550,000.00 (Five Hundred and Fifty Thousand Naira) being money paid for wood the defendant failed to supply.
2. The sum of ₦200,000 .00 (Two Hundred Thousand Naira) as special damages for solicitor charges.
3. The sum of ₦1,500,000.00 (One Million Five Hundred Thousand Naira) as general damages.
4. And any order (s) that this honourable court may deem fit to make.

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TERMS OF SETTLEMENT

WHEREAS: in the interest of peace and amicable settlement, the parties have resolved their differences as follows:

1. That the parties have agreed that the defendant shall pay the total sum of ₦730,000.00 (Seven Hundred And Thirty Thousand Naira) to the plaintiff by way of monthly installments.
2. That the parties agreed that the defendant shall pay ₦40,000.00 (Forty Thousand Naira) every month ending to the plaintiff until the entire sum of ₦730,000.00 (Seven Hundred And Thirty Thousand Naira) is fully paid to the plaintiff.
3. That the first defendant installments and payment to the plaintiff shall commence from the ending of November 2024 and the payment and installments shall continue every month ending consecutively until the entire sum of ₦730,000.00 (Seven Hundred And Thirty Thousand Naira) is fully paid to the plaintiff.

That the parties shall pray this honorable court to make these terms of settlement the consent Judgment of this honorable court.

Dated this 14th day of October 2024



OKEGBE CHARLES.
(PLAINTIFF)



ISRAEL OGBODU
(DEFENDANT)

PLAINTIFF COUNSEL: B. Okegbe Esq

SIGNATURE A. Amf DATE 14-10-2024

DEFENDANT COUNSEL: U. Emiri Esq

SIGNATURE U. Emiri DATE 14-10-24

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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 TUESDAY THE 8TH DAY OF OCTOBER, 2024

SUIT NO: SCC/OLEH/14/2024

OKORO ANTHONY A. - - - - - - - PLAINTIFF

=AND=

DOZEN EVIOGHENE - - - - - - - DEFENDANT

Plaintiff is present

Defendant is present

No legal representation for the parties

Plaintiff informs court that they have have both settled and terms of settlement has
being filed

COURT – Terms of settlement dated and filed 30/9/2024 shall be the consent judgment
of the court.

Signed

O.M. Omonemu (Mrs.)
C.M 1 (Special Grade)
8/10/2024

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SENIOR REGISTRAR

Signature of Senior Registrar
Aca

IN THE SMALL CLAIMS COURT OF DELTA STATE, NIGERIA
IN THE OLEH MAGISTERIAL DISTRICT

HOLDEN AT OLEH

SUIT NO: SCC/LEH/14/24

BETWEEN:

OKORO ANTHONY A.

5B, Aka Street, Oleh (08035328174)

PLAINTIFF

AND

DOZEN EVIOGHENE

Irri Town, Isoko South LGA., Delta State (09060207134)

DEFENDANT

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SIGNED
JUDGE
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TERMS OF SETTLEMENT BY THE PARTIES FOR ADOPTION AS CONSENT JUDGMENT

Brought in Pursuant to the Delta State Judiciary Practice Direction on Small Claims 2023, Article 9(2) and (3) and under the inherent jurisdiction of this Honourable Court, the plaintiff, **OKORO ANTHONY A. 'm'**, the defendant, **DOZEN EVIOGHENE 'f'**, admits the facts of the claimant's Claim, and do willful plead and agreed on these terms of settlement.

That as this Honourable Court shall be moved on the 8TH Day of **OCTOBER, 2024** at the hour of 9'0 clock in the forenoon or so soon thereafter as the parties shall be heard praying this Honourable Court for the following orders

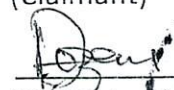
1. An Order of the Honourable Court that this agreed willful **terms of settlement** of the parties been **adopted** by the Honourable Court as the Court Consent Judgment.
2. An Order of the Honourable Court that the sum of One Hundred thousand naira (**N100,000.=**) only being the money had and obtained by the Defendants from the Claimant **while** the sum of Fifty-five thousand naira (**N55,000.=**) being the agreed, pleaded and payable to the claimant.
3. An Order of the Honourable Court that the parties pleaded, agreed and payable to the claimant sum of Fifty-five thousand naira (**N55,000.=**) of the foregoing paragraph **has been fully paid and liquidated** by the defendant husband, Francis Dozen via POS Real Christo Communication -Christo Enterprises/Trf for Customer AT68-TRF2MPTaass1837023154290266112 with reference No. 0904052409200757059780924570 on the 20th day of September, 2024 at about 07.57am to the claimant Access bank Account
4. An Order of the Honourable Court that the **Suit No: SCC/LEH/14/24** be dispose off on the merit that it has been settled

AND for any further other order(s) deem fit to make in the circumstance by the Honourable Court

OKORO ANTHONY A. 'm'.

DOZEN EVIOGHENE 'f'

and this 30th day of September, 2024
Small Claims Court Registry, Oleh,


(Claimant)

(Defendant)

1311-1769 80625 of 30/9/24

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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

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

=AND=

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

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 (₦54,000.00) 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 (₦150,000.00) 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 (₦100,000.00) 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 (₦945,000.00) 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

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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 Osone. 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 (₦250,000.00) 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 ₦1.8 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:

- | | | | |
|----|---|---|-----------|
| 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 they 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:

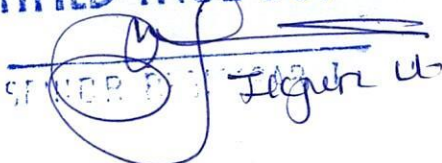
“at the police station, it was established that we were owing the 2nd plaintiff the sum of ₦1.8 million”

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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"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 does 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 (₦1,155,000.00) one million, one hundred and fifty-five thousand naira. If this amount is deducted from the ₦1.8 million, the balance left is (₦645,000.00) six hundred and forty-five thousand naira. How the defendants states differently. From their evidence, they have paid more than ₦1,155,000.00. 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 (₦645,000.00) 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 (₦300,000.00) 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 (₦300,000.00) 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 ₦50,000.00 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 (N150,000.00) 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 (₦100,000.00) 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 (₦100,000.00) 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 (₦100,000.00) 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 (₦320,000.00) 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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[Signature]

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
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O.M. Omonemu (Mrs.)

C.M 1 (Special Grade)

27/11/2024

SUIT NO: SCC/OLEH/21/2024

=AND=

1. CHRISTIANA MOSES
2. FAITH AJIRI OGORURE
3. MOSES UDHU
4. AJIRI OGORURE
5. PETER OKPEDE
- - - - - DEFENDANT

The Claimant's claim is dated 25/10/2024 and file on the 28/10/2024. The defendants pleaded not liable. In proof of his case, the claimant led evidence for himself with no witnesses. This is the evidence of the claimant.

Claimant testified on the 19/11/2024. He said his name is Anthony Okoro. He lives in Oleh. He is a businessman and also into money lending. That sometime in January 2022, the defendants approached him for a loan of (~~N~~240,000.00) two hundred and forty thousand naira. Claimant said he granted the loan. The loan was for an interest of 20% for a period of five months. Claimant said the 1st defendant appealed that the interest on the loan be reduced form (~~N~~48,000.00) forty-eight thousand naira to (~~N~~40,000.00) forty thousand naira. This he conceded to. That the loan agreement was reduced into writing by filing a loan bond agreement, loan application form and he granted the loan. The friendly loan agreement and loan application forms were tendered as exhibit A, A1 and A2. Claimant said the 2nd defendant brought the interest sum of (~~N~~40,000.00) forty thousand naira for the month of February, 2022. That on the 9/5/2022, the 1st defendant brought the interest sum of (~~N~~40,000.00) forty thousand naira for the month of March, 2022. This she paid installmentaly on the 27/4/2022, 7/5/2022 and 9/5/2022. Claimant said these receipts are recorded in his receipt book and signed by the payer. That the receipt book was signed by the 1st and 2nd defendants. Page 3, 8, 11 of the receipt book showing the payments are tendered as exhibit B, B1 and B2. Claimant said in August 2022, the 1st defendant came for an

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urgent loan of (N10,000.00) ten thousand naira. This was paid back through one Faith. Claimant said the outstanding loan capital of (N240,000.00) two hundred and forty thousand naira and the interest rate of six months which runs from April 2022 – August 2022 to give (N240,000.00) two hundred and forty thousand naira is yet to be paid by the 1st defendant. Claimant said he has been disturbing the defendants to pay these sums but they prove abortive. He urged court to grant his reliefs.

Under cross-examination by the 1st defendant, claimant said he borrowed the 1st defendant (N240,000.00) two hundred and forty thousand naira and not (N200,000.00) two hundred thousand naira.

The 2nd defendant no question to ask the claimant

After his evidence, claimant closed his case.

At the next adjourned date, the defendants were supposed to enter their defence and close their case but they did not appear in court. A date was therefore taken for judgment.

At the close of the day, these were the exhibits tendered to wit:

- | | |
|---------------------------|-------------------------|
| 1. Loan Agreement form | - Exhibit A |
| 2. Loan Application forms | - Exhibit A1 and A2 |
| 3. Receipt book | - Exhibit B, B1, and B2 |

I have gone through the evidence both oral and documentary of the claimant, A sole issue came up for determination – Burden of Proof in Civil Matters on whom lies.

Before going any further, permit me to clear one grey area. Five defendants were sued to court by the claimant. However after a thorough look at the claim, the claimant withdrew against the 3rd – 5th defendants. Thus the defendants who are presently being sued are the 1st and 2nd defendants.

We go back to the question being asked. Burden of Proof in Civil Matters on whom lies. In civil case the burden of first proving the existence or non-existence of a fact lies on the party against whom 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.

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The burden of proof shall be discharged on the balance of probabilities in all civil proceedings. I refer to Section 133(1) and Section 134 EVIDENCE ACT 2011 (As Amended 2023). Thus in civil proceedings, the burden is first on the claimant to discharge. Once he is able to discharge such burden, then it shifts to the other side. However at the end of the day, it is based on the preponderance of evidence led.

The claimant told court that he loaned the sum of (N240,000.00) two hundred and forty thousand naira to the 1st defendant. The 2nd defendant being the surty. In proof of this exhibit A, A1 and A2 were tendered. That it was at an interest rate of forty thousand naira. That the 1st and 2nd defendants paid the interest for the month of February 2022 and March 2022. This was recorded in his receipt book which both signed. In proof of this exhibits B, B1 and B2 were tendered it is trite that documentary evidence is the best evidence. In fact, the documents being the best proof of its contents, no oral evidence will be allowed to discredit or contradict the said contents except on the ground of fraud. I refer to Section 128 EVIDENCE ACT 2011 (As Amended 2023). With exhibit A, A1, A2, B, B1 and B2. Claimant has being able to prove his case on the preponderance of evidence led

COURT – It is hereby ordered that the 1st and 2nd defendants shall pay the sum of (N240,000.00) two hundred and forty thousand naira being the capital sum to the claimant.

It is hereby ordered that the 1st and 2nd defendants shall pay to the claimant the sum of (N240,000.00) two hundred and forty thousand naira being the four months interest due for payment since July 2022.

It is hereby ordered that the 1st and 2nd defendants shall pay to the claimant interest value at 10% monthly from the date of the defendant default, August 2022, till when judgment is entered and finally executed.

It is further ordered that the 1st and 2nd defendants shall pay to the claimant the sum of (N200,000.00) two hundred thousand naira as cost of litigation.

It is also ordered that the 1st and 2nd defendants shall be given two months from the date of judgment to comply with the terms of the judgment.

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JUDGE
27/11/2024


O.M. Omonemu (Mrs.)
C.M 1 (Special Grade)
27/11/2024

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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/27/2024

MRS. CYNTHIAN ELO ODIOKO

*(Carrying on Business under the name of
Elo's Choice Investment)*

CLAIMANT

=AND=

1. MRS OGHENERO PRECIOUS MONEY

2. MRS. UFUOMA CYNTHIA OZERO

DEFENDANT

JUDGMENT

The Claimant's claim is filed on the 5/11/2024. The reliefs are as stated on the face of the claim. There is proof of service showing that the defendants were served with the court processes. Today is for plea/hearing. The defendant are not in court. Pursuant to Article 8(2) of the Practice Direction on Small Claims 2023, I shall proceed to hear the claim and enter judgment as far as the claimant can prove her case.

Claimant testifies on the 25/11/2024. Claimant said the 1st defendant approached her for a loan on the 20/4/2022. The loan sum was (₦150,000.00) one hundred and fifty thousand naira with interest rate of 15% rate monthly. Claimant said the first month, the 1st defendant paid (₦15,000.00) fifteen thousand naira. That from May 2022, it was agreed that an interest of 15% (₦22,000.00) be paid monthly. Claimant said the 2nd defendant was surty to the loan. That was a loan agreement. This was tendered as exhibit A. Claimant said, 1st defendant dropped her letter of appointment as collateral. This was tendered as exhibit B. Claimant said the 1st defendant paid (₦170,500.00) one hundred and seventy thousand, five hundred naira on the loan interest. That till date 1st defendant has refuse to pay the balance interest sum and principal loan sum. Claimant said she paid her lawyer to file the suit. The receipt was tendered as exhibit C. At the close of the day, these were the exhibit tender to wit:

- | | | |
|-------------------------------|---|-----------|
| 1. Loan Agreement | - | Exhibit A |
| 2. Letter if Appointment | - | Exhibit B |
| 3. Legal Practitioner Receipt | - | Exhibit C |

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I have gone through the oral and documentary evidence. A sole issue come up for determination. Whether the Claimant was able to prove its case on the preponderance of evidence led.

It is trite that the burden of proof in a suit lies on that person who would fail if no evidence at all were given on either side. The burden of proof shall be discharged on the balance of probabilities in all civil proceedings. I refer to Section 132 and Section 134 EVIDENCE ACT 2011 (As Amended 2023). Thus in all civil cases, the burden of first proving the existence or non-existence of a fact lies with the claimant. This he does on the preponderance of evidence led. The claimant outside her oral evidence tendered exhibit A, B, and C. These documentary evidence all go to show the loan transaction between the Claimant and the defendants. It also goes to show the expenses incurred by the claimant to file this suit. From the preponderance of evidence led, the claimant has shown to court why her reliefs sought should be granted.

COURT – It is hereby ordered that the defendants jointly and severally shall pay to the claimant the sum of (~~₦~~150,000.00) One hundred and fifty thousand naira being the capital sum.

As regards the second relief, the calculation is wrong. Claimant did inform court in her evidence in chief that the month of April 2022, the defendants did pay the interest sum of ₦15,000.00. I see no reason why it was still made part of the money owed.

For relief two, it is hereby ordered that the defendant jointly and severally shall pay to the claimant the sum of (~~₦~~18,000.00) four hundred and eighteen thousand naira monthly interest for 29 months “from May, 2022 to September 2024.

It is further ordered that the defendants shall jointly and severally pay to the claimant the sum of (~~₦~~22,000.00) twenty-two thousand naira being monthly interest with effect from October, 2024 until judgment is delivered.

It is also ordered that the defendants jointly and severally shall pay to the claimant the sum of (~~₦~~200,000.00) two hundred thousand naira as cost for litigation.

It is also ordered that the defendants jointly and severally are given two months to comply with the terms of judgment.

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 SENIOR REGISTRAR
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O.M. Omonemu (Mrs.)
 C.M 1 (Special Grade)
 27/11/2024

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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, 2024SUIT NO: SCC/OLEH/29/2024**MRS. CYNTHIAN ELO ODIOKO***(Carrying on Business under the name of
Elo's Choice Investment)*

- - - - CLAIMANT

=AND=**MABEL ABHA**

- - - - DEFENDANT

JUDGMENT

The Claimant's claim is filed on the 5/11/2024. Defendant was served with the process from the prove of service that was filed. The matter came up on the 25/11/2024 for plea/hearing. However, defendant was not in court. Thus Pursuant to Article 8(2) of the Practice Direction on Small Claims 2023, the court shall proceed with the hearing of the claim and enter Judgment as far as the claimant can prove her case. The relief of the claimant are as stated on the face of the claim.

Claimant says she is a businesswoman that she loaned the defendant (₦50,000.00) fifty thousand naira on the 13/9/2019. It was at an interest rate of 5% (₦5,000,00) monthly. The loan form was tendered as exhibit A. claimant said defendant paid interest up to May, 2021. That from June till date, the defendant has not paid the interest nor the capital sum. Claimant said she paid her lawyer (₦100,000.00) one hundred thousand naira to file the suit in court. the receipt for the payment was tendered as exhibit B. urge court to grant her request.

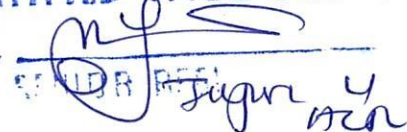
I have gone through the evidence of the claimant.

A sole issue came up for determination;

Whether the claimant was able to prove its case upon the balance of probability of evidence led.

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 said, regard being had to any presumption that may arise on the

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pleadings. The burden of proof shall be discharged on the balance of probabilities. I refer to Section 133 and Section 134 EVIDENCE ACT 2011 (As Amended, 2023). Claimant told court that she loaned the defendant the sum of (N50,000.00) fifty thousand naira with 5% monthly interest. In proof of this exhibit A was tendered. it is trite that documentary evidence supersedes oral evidence. Exhibit A shows that the claimant and defendant entered an agreement duly signed by them. Also in proof of cost of litigation exhibit B was tendered.

From the oral and documentary evidence, the claimant has shown she has been able to prove her case on the balance of probabilities of evidence led.

COURT – I shall therefore grant her reliefs as sought.

It is hereby ordered that the defendant shall pay to the claimant the sum of (N50,000.00) fifty thousand naira being the capital sum.

It is hereby ordered that the defendant shall pay to the claimant the sum of (N200,000.00) two hundred thousand naira being monthly interest for 40 months i.e from June, 2021 to September, 2024 at the rate of N5,000.00 (five thousand naira) per month.

It is also ordered that the defendant shall pay to the claimant the sum of (N5,000.00) five thousand naira monthly interest with effect from October, 2024 until judgment is delivered.

It is further ordered that the defendant shall pay to the claimant the sum of (N100,000.00) one hundred thousand naira cost of litigation.

It is further ordered that the defendant shall be given two months from the date of the judgment to comply with the terms of the judgment.

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Signature Y
Acr


O.M. Omonemu (Mrs.)
C.M 1 (Special Grade)
27/11/2024

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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/26/2024

MRS. CYNTHIAN ELO ODIOKO

(Carrying on Business under the name of
Elo's Choice Investment)

- - - - CLAIMANT

=AND=

ONOVIRAKPO JOSEPH

- - - - DEFENDANT

JUDGMENT

Claimant's claim is dated 5/11/2024. The reliefs of the claimant are as stated on the face of the claim. There is proof of service that defendant was served with the summons. Today is the date for hearing. Defendant is not in court. Thus pursuant to Article 8(2) of the Practice of Direction on Small Claims 2023, I shall proceed to hear the case and give judgment as far as the claimant can prove her case. Claimant opened her case on the 25/11/2024 and says she is a businesswoman. That in December, 2015, the defendant approached her for a friendly loan. That she gave him a loan of (N30,000.00) Thirty thousand naira at the rate of 10% interest monthly. That the defendant only paid till August 2016. Till date defendant has refused to pay the balance loan interest and the principal loan sum. Also she incurred expenses in filing the suit. The loan agreement form was tendered as exhibit A. The receipt showing payment made for legal services is tendered as exhibit B.

After here evidence, claimant closed her case. At the close, these were the exhibit tendered to wit:

1. Loan agreement - Exhibit A
2. Legal Practitioners Receipt - Exhibit B

At the end of the day, a sole issue came up for determination.

Whether the claimant was able to prove her case on the preponderance of evidence led.

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SENIOR REGISTRAR

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Whoever desires any court to give judgment as to any legal right or liability dependant on the existence of fact which he asserts must prove that those facts exist. When a person is bound to prove that those facts existence of any fact it is said that the burden of proof lies on that person. The burden of proof in a suit lies on that person who would fail if no evidence at all were given on either side. The burden of proof shall be discharged on the balance of probabilities in all civil case. I refer to Section 131, Section 132 and Section 134 EVIDENCE ACT 2011 (As Amended 2023). In civil cases, the burden is first on the claimant to discharge the burden of proof. This she does on the preponderance of evidence led. Where the claimant is unable to discharge such a burden, then the case or suit must fail.

The claimant in her case, outside her oral evidence did tendered documentary evidence. It is trite that the best form of evidence is the documentary evidence. The documentary evidence coupled with the oral evidence, the claimant was able to prove her case on the preponderance of evidence led. I shall therefore grant her the reliefs sought

COURT – It is hereby ordered that the defendant shall pay to the claimant the sum of (N30,000.00) thirty thousand naira being the capital sum.

It is hereby ordered that the defendant shall pay to the claimant the sum of N291,000.00 (two hundred and ninety one thousand naira) being monthly interest for 97 months i.e from September, 2016 to September 2024 at the rate of (N3,000.00) three thousand naira monthly.

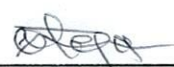
It is also ordered that the sum of (N3,000.00) three thousand naira which is the monthly interest with effect from October, 2024 until judgment is delivered shall be paid by the defendant to the claimant.

It is further ordered that the sum of (N100,000.00) One hundred thousand naira shall be paid as cost of litigation by the defendant to the claimant.

It is further order that the defendant is given two months from the date of the judgment to comply with the terms of the judgment.

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SENIOR REGISTRAR 1


O.M. Omonemu (Mrs.)
C.M 1 (Special Grade)
27/11/2024