

**IN THE DISTRICT COURT OF FCT
HOLDEN AT DUTSE ALHAJI, ABUJA
BEFORE HIS WORSHIP HON: MUHAMMED TAHIR
OMEIZA ABDULMUMINI**

SCC/DUT/14/2024

BETWEEN

EDACHE ONOJA..... PLAINTIFF

AND

BELLO SAMPSON ADAMS..... DEFENDANT

20/05/2024

JUDGMENT

The matter was instituted under the Federal Capital Territory Practice Directions on Small Claims Court 2022.

The Claimant is suing the defendant for the sum of N2,350,000(Two Million Three Hundred and Fifty Thousand Naira) being balance of a contract sum yet unpaid for the Clearing of 312 hectares of a farm site at cateri Kaduna state and for a Further contract of supervising a site at Guzape.

The defendant denied owing the Claimant the above sum, he admitted that he employed the Claimant to clear his cite at catari, Kaduna State for the sum of N1,800,000.00, (One Million Eight Hundred Thousand Naira)but they later agreed for N900,000.00(Nine Hundred Thousand Naira), out of the N900,000.00(Nine Hundred Thousand Naira), N700,000.00 (Seven Hundred Thousand Naira) have been paid leaving the balance of N200,000.00(Two Hundred Thousand Naira) he also denied engaging the Claimant to supervise his site at Guzape.



The Claimant adopted his Witness Statement on Oath on the 18th April 2024, he thereafter tender the following documents in evidence.

SMS Conversation between the Claimant and the defendant Exhibit PW1A

Another conversation between the Claimant and the defendant after conclusion of Contract (Exhibit PW1B).

Affidavit of Onja Edache Precious (Exhibit PW1C)

Mr Edache Onoja urged the court to grant all his Claims, he was later cross-examined by the defendant counsel, Edet Ekolo Esq.

The defendant adopted his witness Statement on Oath on the 3th April 2024 and thereafter tender the following document in evidence.

Transaction exhibit at various sums from the defendant to the Claimant(Exhibit DW1A, DW1B, DW1C, DW1D and DW1E respectively, he was also cross-examine by the Claimant.

The defendant called two more witnesses, one Joesph Osagie and Jude Matthew, both worked with the Claimant on the site, they corroborated the evidence of the defendant.

The defendant final address is dated 9th May 2024, wherein Counsel to the defendant Edet Okoli Esq formulated two issues for determination

“Whether cause of action arose wholly or in part in the Federal Capital Territory”

“Whether the Claimant has proven his case for the Judgment to be given in his favour”

While answering the first issue in the Negative, learned counsel submit that the main cause of action took place wholly in Catari Kaduna State and not in Abuja, FCT, this action is against contrary to Article 2(1)(b) of the Federal Capital territory Practice Direction on Small Claims 2022, which stipulates that the Cause of action has to arose wholly or in part in Federal Capital Territory Abuja before a Claimant can obtain remedy under the Small Claims Court, for this, he urge the court to hold that the Claimant do not have cause of action.

On issue 2

As to whether the Claimant have proven his case for Judgment to be given in his favour.

Counsel argued that since the Claimant exceeded the period of 3 months agreed upon for the completion of the Contract, he is therefore not entitled to the full payment of N1, 800,000.00 (One Million Eight Hundred Thousand Naira). Counsel argued that the defendant incurred loss because of the extended period, hence he cannot meet up with the initial amount that was agreed. In support of his case, counsel referred the court to *DANTAT JNR V MUHAMMED* (2021) 14 NWLR @ 122 (CA), *NIG BANK FOR INDUSTRY V INTEGRATED GAS (NIG) LTD* (2005) 4 NWLR (PART 916) 617, *EDEN V CANNON BALLS* (2005) 12 NWLR (PART 938) 27.

He concluded by urging the court to enter Judgment against the Claimant and award the defendant the cost of N300,000 (Three Hundred Thousand Naira) for filing a vexatious, Mischievous and malicious case.

The Summary of this case as can be deduced from the evidence before the court is that the defendant entered into an oral contract with the Claimant to clear his Catari farm site, a total of N312 hectares at the sum of N5000 (Five Thousand Naira) per hectare for an agreed cumulated sum of N1,800,000 (One Million Eight Hundred Thousand Naira).

According to the defendant, the period for the contract is 3 months, the Claimants disagree claiming that, no specific completion period was stated nor agreed upon. The defendant insisted that the Claimant having exceeded the agreed period of 3 months had made him to incur loss in the process hence, he was only going to pay him half of the contract sum.

The Claimant further stated that outside the Catari Contract the defendant later engaged him to supervise a project at a Julius Berger Site for 3 Months for N200,000.00 (Two Hundred Thousand Naira) per month. This the defendant denied and put the Claimant to the strictest proof. What is not in dispute however, from the evidence of parties is that there was indeed a

contract for the clearing of 312 hectares of farm site at Catari Kaduna State at N5000 (Five Thousand per hectares.

It is also not in dispute that the defendant had performed his Obligation even though it was not done within the stipulated period.

The defendant had during the Examination in Chief, couple^y times use the words such as "employing the Claimant to clear his site, the Relationship between the Claimant and the defendant cannot be termed as an employer/Employee relationship, it is in my considered opinion an intention to enter into a valid contract.

What are the ingredient of a contract? They are an offer, acceptance, consideration, capacity to contract in an intention to create a legal relationship. A contract is said to be formed once there is an offer which is accepted by the offeree backed by the consideration; at this point, the parties are enforceable by action. See YARO V AREWA CONSTRUCTION LTD (2007) 16 NWLR (PART 1063)33.

In the instance case, the defendant contracted orally the claimant to clear a 312 hectares of farm site for N5000 (Five Thousand Naira) per hectare, the Claimant had carryout this obligation, there was no evidence before the court that this contract was for a specified period of time, the defendant had also failed to lead evidence of any pecuniary loss occasioned by the delay of the completion of this task, therefore this court is not convinced that there was a time frame for the completion of the contract, talk more of any pecuniary loss.

The defendant himself admitted in one of his discussion with the Claimant. See Exhibit PW1B where he stated thus;

"I agree with you to give you N5000 (Five Thousand Naira) per hectares for the 312 hectares, the job is conducted, we must share liabilities, responsibilities. N5000 X 312 is N1, 800,000.00(One Million Eight Hundred Thousand Naira), I have records, I will go and look for N600,000 for you, I will give you N600,000 only and nothing more because I did not make much profit.

The above transcript is an attempt by the defendant to unilaterally renegotiate the consideration of the contract, he has no legal justification for doing so, it is my considered opinion that it is not the business of the Claimant whether the defendant made whatever profit or not, what bothers him is that the contract sum be paid having carry out his own part of the Obligation.

The oral testimony of both Mr Joseph Osagie and Mr Micheal, Jude are outside the fact in issue, the contract was not between the Claimant and DW2 and DW3, the contract is between the claimant and the defendant.

I find the testimony of Mr Osagie quite contradictory, in one breath, he stated that the claimant sacked him because he was reporting his shady activities to the defendant in another breath, he stated that he was not sacked by the Claimant that he only chose to resign voluntarily, the 2nd defendant also appears to be in court on a revenge mission having also been sacked by the Claimant from the site, it is in view of this that I discountenance their testimony and I so hold

The defence Counsel have made heavy weather on Article 2 (10(b) of the Small Claims Practice Direction 2022 as to whether the cause of action arose wholly or in part in the FCT as to enable the court to hear and determine same under the Small Claims Practice Direction.

For proper content, I will like to reproduce Article 2 of the Small Claims Practice Directions.

An Action may be commenced in the Small Claims Court where,

- a. The defendant or one of the defendant resides or carry on business in the Federal Capital Territory.
- b. The cause of action arose wholly or in part in the Federal Capital Territory Abuja.
- c. The Claim is for a liquidated monetary demand in a sum not exceeding N4,000,000.00(Four Million Naira) excluding interest and cost.
- d. The Claimant has served on the defendant a letter of Demand as in form SCA1.

This matter tick all the above boxes, it is on record that the defendant resides within the Jurisdiction of this court, it is also on record that the Contract was entered at the Federal Capital Territory and later in Catari Kaduna State, the claim is for a liquidated monetary Demand and there is a proper service before the court of a letter of Demand as in form SCA1.

I have therefore in view of the above, discountenanced the argument of learned defence Counsel for being misconceived.

As regards the Claimant's other claims of supply of diesel, payment for security personnel and supervising Contract in Guzape, all these claims have failed for lack of evidence to prove same and i so hold.

In conclusion, I hereby hold that the claimant have discharged the evidential burden placed on him and he is entitled to Judgment to the sum of N900,000.00 (Nine Hundred Thousand Naira) being the Balance of the sum N1,800,000.00 (One Million Eight Hundred Thousand Naira) contract sum, the defendant having so far paid the sum of N900,000.00 (Nine Hundred Thousand Naira) I hereby order that the defendant pay the Claimant the sum of N900,000.00 (Nine Hundred Thousand Naira) immediately.

REPRESENTATION

Claimant absent

EDET EKOLI for the defendant

Defendant absent

Claimant not represented



MUHAMMED TAHIR OMEIZA ABDULMUMINI