

THE SMALL CLAIMS COURT OF NIGERIA
IN THE SMALL CLAIMS COURT OF BENUE STATE
IN THE SMALL CLAIMS COURT 3
HOLDEN AT MAKURDI
SUIT NO. SCC3/88/2025

BETWEEN:

OBETTA PATIENCE **CLAIMANT**

VS

SUNDAY OROKE.....DEFENDANT

JUDGMENT

The claimant **Obetta Patience** is aggrieved with the conduct of the defendant, **Sunday Oroke** and prays the Court to grant the following reliefs:

- A]. AN ORDER directing the defendant to pay the sum of **TWO HUNDRED AND FIFTY THOUSAND [₦ 250,000.00]** being money paid for a cow as well as its feeding and maintenance.
- B]. AN ORDER against the defendant to pay **ONE MILLION FIVE HUNDRED THOUSAND [₦ 1,500,000.00]** only as general damages.
- C]. And for any further order(s) this Honourable Court may deem fit to make in the circumstances of this case.

The grouse of the Claimant is that she purchased a cow from the defendant in the sum of **TWO HUNDRED AND THIRTY THOUSAND (₦ 230,000.00)** Naira and she subsequently paid the sum of Naira for the **TWENTY THOUSAND (₦ 20,000.00)** cow's feeding some time in 2023 in preparation of her grandmother's second burial rite. However when it was time for the defendant to give her the cow, the defendant was nowhere to be found it was due to the Police intervention that the defendant was arrested and arraigned in Court.

It is also *viva voce* testimony of the claimant that based on his inability to provide the cow that the second burial rites of her grandmother was cancelled. In the claimant's oral testimony which I hereby produce:

My name is Obetta Patience. I am from Ado Local Government Area, Igumale. I am a business woman. I know the defendant, the defendant is a motor cyclist and he sells local cow.

In 2023 I met the defendant on my way to a bush market known as RIJO MARKET at Ado Local Government Area of Benue State. He conveyed me on his motorcycle when I started discussing with him that I am looking for a local cow or native cow for the second burial of my grandmother. He was shocked that I did not know that he sells cow. I told him that I will come and see the cow. When I could not meet up that day I went the second day. I then called him and he conveyed my father and I to the place he kept the cows (Feedlot). I saw the native cows, I was interested in one of them. We started bargaining on the price. We concluded on the price of **TWO HUNDRED AND THIRTY THOUSAND (₦ 230,000.00)**. I indicated interest in the big cow. The native one at that. I then informed him that I would not carry the cow then until it was time for the burial... We concluded that I would pay **₦ 20,000.00** for feeding. The idea was favourable to the defendant. I informed the defendant to give me his account number however he informed me that he preferred cash.

From the evidence-in-chief of the claimant the sum of **TWO HUNDRED AND FIFTY THOUSAND (₦ 250,000.00)** Naira was paid to the defendant however the defendant breach the terms of the contract. It is trite law that the court is at Liberty to accept and act on union-troverred evidence as long is same as credible and believable. I rely on the case of **BOYE INDUSTRIES LTD & ANOTHER V. SOWEMINO & ANOR [2021] LPELR-58510 S.C.**

Bearing in mind that it is the duty of the Court to consider time and economic trend in the country in awarding damages most especially with the prevailing fluctuating and rather obvious decline in the purchasing power of the Nigerian Currency. I refer and rely on the case of **OZIGBU ENGINEERING COMPANY LIMITED V. IWUAMADI [2011] ALL FINLR 1975 P. 2007**. Judgment is hereby entered in favour of the Claimant as follow:

1. The defendant shall pay the Claimant the sum of **TWO HUNDRED AND FIFTY THOUSAND NAIRA (₦ 250,000.00)** being the money the claimant advanced to the defendant for the Native Cow and feeding.

2. The sum of **EIGHT HUNDRED THOUSAND NAIRA (₦800,000.00)** is awarded as general damages.

For the avoidance of doubt the defendant shall pay the sum of **ONE MILLION FIFTY AND THOUSAND (₦ 1,050,000.00)** to the Claimant.

D.R. ALASHI (MRS) ESQ
SDJ
17.11.2025

DATE: 17.11.2025

CORAM: SAME

CLAIMANT: PRESENT

DEFENDANT: ABSENT

COURT: Judgment Read in OPEN Court this **17th November, 2025.**
Right of appeal explained.

D.R. ALASHI
SDJ

17.11.2025.