

he calculated that as Four Thousand Two hundred Ghana Cedis (4,200). This is calculated at an average of Two Hundred Ghana Cedis (GH¢200) per day.

He finally says the total cost of the repairs is Five Thousand Six Hundred and Seven Ghana Cedis (GH¢5426).

The plaintiff attached an affidavit in support to his claim and applied to have the matter placed on the undefended list pursuant to order 8 of the *District Court Civil Procedure Rules 2009, C.I 59*. He attached various exhibits to his affidavit in support. He attached "Exhibit A" series and which was the accident report, "Exhibit B" his petition to PIPS and he also attached receipts of the items bought for the repairs of the car and finally picture of his daily sales from the Uber App.

Order 8 of CI 59 is the law governing suits placed on the undefended list. The order basically states that a Plaintiff may place a suit on the undefended list where the Plaintiff believes that the Defendant has no defense to the claim. *Justice S.A Brobbey in his book Trial Courts and Tribunals of Ghana, at page 285 states that the condition precedent for placing a suit on the undefended list is that the writ should be one for the recovery of a debt or a liquidated demand of money. In the case of FOFIE V. POMAA [1974] 2 GLR 6, the court stated that a liquidated demand is in the nature of a debt. i.e. a specific sum of money due and payable under or by virtue of a contract. Further, Justice S.A Brobbey in his book Trial Courts and Tribunals of Ghana, at page 285, states "the amount in question must either be already ascertained or capable of being ascertained as a matter of arithmetic"*. This matter was clearly one rightly placed on the undefended list.

A perusal of the exhibits annexed to the affidavit in support clearly shows that the plaintiff's vehicle was involved in an accident. "Exhibit B", the petition to PIPS is also a repetition of the claim of the Plaintiff herein. Unfortunately although the Plaintiff claims the decision of PIPS was for the defendants to bear the cost of the repairs, he did not exhibit any such report.

Be that as it may, I do not doubt the validity of the Plaintiff's claim.

I deem it important to note that the defendants although served variously with all the court processes failed to appear in court. On the authority of the case of *KLAH v. PHOENIX INSURANCE CO. LTD [2012] 2 SCGLR* and order 8 of the C.I 59, I hereby enter judgment in favour of the Plaintiff against the defendant for the following reliefs:

1. Recovery of the amount of Nine Thousand Four Hundred and Twenty-Six (GH¢9,426).
2. Cost of One Thousand Ghana Cedis (GH¢1,000) for plaintiff.

**NANA A.A. OWUSU-OMENYO (MS.),
(MAGISTRATE)**