

IN THE DISTRICT COURT AT WASA AKROPONG HELD ON THE 31ST DAY OF
OCTOBER, 2022 BEFORE HIS WORSHIP MR. BRIGHT A. AKOANDE DISTRICT
MAGISTRATE

SUIT NO: A2/24/22

EUNICE COBBINAH PLAINTIF

VRS:

ESTHER BUAH..... DEFENDANT

JUDGMENT

This is an action for the recovery of Gh¢1,000.00 plus interest. The plaintiff describes herself as a food vendor. The case of the plaintiff is that in August,2020, the defendant asked her for financial assistance of GH¢2,000.00. She then gave the defendant the said amount. The plaintiff and the defendant agreed that the defendant would pay back the GH¢2,000.00 to the plaintiff within three months. The defendant in March,2021 gave the plaintiff only GH¢1,000.00. The plaintiff then demanded repeatedly for the outstanding amount of GH¢1,000.00 but the defendant refused to pay her back the money.

The defendant was served with the writ and subsequently with a hearing notice but she declined the invitation to come to court and defend herself. A principle of law is when a party is given opportunity to defend himself of allegations made against him but he deliberately declines the invitation to do so, the court will proceed with the hearing or trial to conclusion and make deductions, draw conclusions or make findings on the basis

of the evidence adduced on the trial, see *In re West Coast Dyeing Industry Limited: Adams Vrs Tandoh* [1984-86]. 2 GLR 561.

After carefully examining the facts and circumstances of the case, I am of the considered opinion that the central issue for determination is whether or not the defendant owes the plaintiff GH¢1,000.00. Before I determine the central issue, I will briefly comment on the burden of proof. The law is settled that it is the duty of a plaintiff to prove his case for he who alleges must prove. Put differently, it is the party who raises an issue essential to the success of his case who assumes the burden of proving such issue. This burden of proof is statutorily defined in sections 10 (1) and (2), 11(1) and (4) and 12 (1) and (12) of the Evidence Act, 1975 and explained in *Adwubeng V Domfeh* [1996-97] 1 SCGLR 660. In a civil case as in the instant case, the plaintiff is required to prove his case on a preponderance of probabilities.

I now proceed to determine the central issue. What evidence did the plaintiff adduce to establish her claim? The relevant portion of the evidence of the plaintiff is as follows:

“The defendant was my friend. In August, 2020, she came to me and requested financial assistance of GH¢2,000.00. We then agreed that when I gave her the money, she would pay it back to me within three months. I then gave her the GH¢2,000.00. The defendant in March, 2021 gave me only half of the GH¢2,000.00. I then demanded repeatedly for the outstanding GH¢1,000.00 but she refused to pay me the money and hence this action. This piece of evidence was given on oath. I have no good reason to disbelieve the evidence of the plaintiff. I am inclined to believe that the defendant has no defence to the plaintiff’s action and this explains why she declined the invitation to come and defend herself. Clearly, there is evidence that the defendant received financial assistance of GH¢2,000.00 from the plaintiff in August, 2020. The evidence shows that the parties

agreed that the defendant would pay back the money within two months. The defendant, however, gave the plaintiff only Gh¢1,000.00 and refused to pay the outstanding amount of GH¢1,000.00.

For the reasons given above, I find the defendant liable to the claim Judgment is entered for the plaintiff to recover GH¢1,000.00 from the defendant. The defendant will also pay interest on GH¢1,000.00 from 30/11/2020 till final date of payment.

Costs of GH¢800.00 is awarded against the defendant.

(SGD)

MR. A. A. BRIGHT

DISTRICT MAGISTRATE