

1/02/2023

IN THE DISTRICT COURT HELD AT ASAMANKESE ON THE 1<sup>ST</sup>  
FEBRUARY, 2023 BEFORE HIS WORSHIP GEORGE DAVIS KWESI OFORI  
(MR) – DISTRICT MAGISTRATE

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SUIT No: A2/76/23

ROSE NKETIAH

.....

PLAINTIFF

VRS.

ABACHA

.....

DEFENDANT

### J U D G M E N T

#### CLAIMS

- a) *Recovery of cash the sum of Ghc6,000.00 being the outstanding balance of money that plaintiff gave to the defendant to buy cocoa beans and share the proceeds with her.*
- b) *Interest to be calculated on the said Ghc6,000.00 at the prevailing bank rate from January, 2020.*
- c) *Costs.*

#### SUMMARY OF PLAINTIFF’S CASE

Per her Witness statement, it is the plaintiff’s case that she gave an amount of thirteen thousand Ghana Cedis (Ghc13,000.00) to the defendant in August, 2020 to buy cocoa so that they share the proceeds equally.

According to the plaintiff, the defendant was paying her Ghc500.00 every month until December, 2021 when he stopped.

That she requested the defendant to pay her Ghc500.00 monthly or pay the balance of Ghc6,000.00 to her outright, but the defendant refused, hence this action claiming

per her writ of summons.

The plaintiff did not call any witness.

#### SUMMARY OF DEFENDANT'S CASE:

After coming to Court on the first two days, the defendant never came to Court again, On the 20<sup>th</sup> day of January, 2022, Hearing Notice was ordered on the defendant which was duly served on him but he failed to turn up to defend himself. Therefore, in accordance with Order 25 of CI 59, 2009, the Court went ahead to hear the plaintiff and the defendant cannot therefore be heard anywhere say that he has been denied fair hearing.

#### ISSUES FOR DETERMINATION:

*From the above premises, the only issue that comes for determination is whether or not the plaintiff is owed Ghc6,000.00 plus interest by the defendant.*

From my understanding of the transaction between the plaintiff and defendant, she (the plaintiff) gave an amount of Ghc13,000.00 to the defendant to buy cocoa beans and sell so that they share the proceeds, whiles her principal or invested capital of Ghc13,000.00 remains intact to be paid later to her by the defendant. It is also my understanding that the defendant paid her Ghc500.00 as her share of the proceeds from November, 2020 to December, 2021, which sums up to Ghc500x 14 months making it Ghc7,000.00 after which the defendant stopped paying her, with her Ghc13,000.00 still in tact, to be taken back by when she needed it.

That when she asked the defendant to return the Ghc13,000.00 to her, he told her he had given it as loans to some cocoa purchasing clerks, but upon persistent demands, the defendant paid Ghc2,000.00 in February, 2021, another Ghc2,000.00 (time not stated) and another Ghc3,000.00 in June, 2021.

$Ghc2,000 + Ghc2,000.00 + Ghc3,000 = Ghc7,000.00$ .

$Ghc13,000.00 - Ghc7,000.00 = Ghc6,000.00$  which she is claiming from the defendant in this suit plus interest.

In my opinion, the plaintiff has been able to prove her case and since the defendant did not show up to defend himself, I enter judgment for the plaintiff for the recovery of Ghc6,000.00 at current bank rates. Costs of Ghc1,000.00 awarded against the defendant.

(SGD)

H/W GEORGE DAVIS KWESI OFORI  
(MAGISTRATE)

1/2/23