

**IN THE DISTRICT COURT HELD AT NYINAHIN ON THURSDAY
THE 14TH DAY OF DECEMBER, 2023 BEFORE HER WORSHIP
VICTORIA VERA AKONU ESQ. DISTRICT MAGISTRATE**

SUIT NO: A2/40/23

YAW GYAMFI
Of Antwi Agyeikrom
Atwima Mponua District

.....

PLAINTIFF

VRS.

AKWASI BOAKYE
Of Antwi Agyeikrom
Atwima Mponua District

.....

DEFENDANT

PARTIES: Present

J U D G M E N T

The Plaintiff caused the writ of summons to be issued from the Registry of this Court on 30th March, 2023 against the Defendant for the recovery of the sum of One Thousand Seven Hundred Ghana Cedis (GHS1,700.00) being balance of Three Thousand Two Hundred Ghana Cedis (GHS3,200.00) the Defendant collected from him in 2019 to supply him with four (4) bags of dried cocoa beans of which he has failed to do but he has only paid One Thousand Five Hundred Ghana Cedis (GHS1,500.00), interest on the said amount and cost of instituting and conducting this action.

On 13th October, 2023, the Defendant pleaded liable to relief one and not liable to reliefs two and three, which is interest and cost respectively.

Accordingly, judgment on admission was entered in favour of the Plaintiff and against the Defendant for relief one.

CASE OF THE PLAINTIFF

It is the evidence of the Plaintiff that the Defendant collected a total of Three Thousand Two Hundred Ghana Cedis (GHS3,200) from him in 2019 which he was to supply him with 4 bags of cocoa at the time and but he has paid One Thousand Five Hundred Ghana Cedis (GHS1,500.00) refusing to pay the balance of one thousand seven hundred (GHS1,700).

He avers that he is entitled to interest on the sum because if the Defendant had paid him the money, he would have traded with it and made profit on same as a bag of cocoa is now selling at GHS1,308.

He avers again that he is entitled to cost because he has to pay for transport each time he had to come to Court.

THE CASE OF THE DEFENDANT

The Defendant admitted collecting the said sum from the Plaintiff but denied that the Plaintiff is not entitled to any interest and cost with the simple reason that he has lost the work he was doing as a result of the Plaintiff.

Burden of Proof/Burden of persuasion

By law the Plaintiff has a burden to prove her case to the standard required in civil actions; that is on a balance of probabilities as stated in the Sections 10 – 14 of the Evidence Act, 1975 (NRCD 323).

As I have stated earlier, judgment on admission has been entered in favour of the Plaintiff and so it is the claim for interest and transportation that has necessitated this judgment.

Whether or not the Plaintiff is entitled to be paid interest and transportation?

Interest is defined by google as “**money paid regularly at a particular rate for the use of money lent, or for delaying the repayment of a debt**”.

The evidence of the Plaintiff is that the Defendant has kept her money since 2019 and that if he had traded with the money, she would have made profit on same.

The only reason given by the Defendant for his refusal to pay the interest is that when cocoa farmers are given money to supply cocoa and they default, one is to supply the number of cocoa and not to pay interest. This is what transpired when he cross examined the Plaintiff on 13th October, 2023:

Q: Are you aware that when Purchasing Clerks give money to their farmers, the farmers are to supply the number of bags to defray the said money so by this case I am to pay you in bags of cocoa and not interest.

A: Yes, that is so.

Q: And so I have to supply you with cocoa bags equivalent to the number of bags I would have supplied to you at the time I took the money.

A: Yes, that is so.

Also the Defendant in his evidence stated that because he is not working he cannot pay the interest being demanded by the Plaintiff. On 16th October, 2023 this is what transpired when the Plaintiff cross examined the Defendant:

Q: I am putting it to you that I am entitled to the interest on the half which you have not paid.

A: The remaining half of what I was supposed to pay which you have made me lose my job so I cannot pay.

Q: I am putting it to you that you have not lost your job because of me.

A: I am not working so I cannot raise money to pay you.

This assertion by the Defendant is not acceptable to the Court, once he has kept someone's money unlawfully, paying interest on the debt will be in order. The Defendant himself admitted under cross examination that he was supposed to have paid the money in October, 2022 and the moment the Plaintiff demanded for the return of the money, the Defendant had the obligation to return the Plaintiff's money to him. He should not have waited for the him to be summoned before.

I therefore find and hold that the Plaintiff is entitle interest on his money from the moment it became due.

Having examined the evidence adduced by the parties, and the legal principles on the balance of probabilities, I hold that the Plaintiff was able to demonstrate that she is entitled to the reliefs he is seeking for which reason, I enter judgment for the Plaintiff against the Defendants as follow:

Interest on One Thousand Seven Hundred Ghana Cedis (GHS1,700.00) from October 2022 at the Ghana Commercial Bank rate till date of final payment

I award cost of Eight Hundred Ghana Cedis (GHS800.00) against Defendant and in favour of the Plaintiff.

VICTORIA VERA AKONU
DISTRICT MAGISTRATE