

**GOVERNMENT OF ABIA STATE OF NIGERIA**  
**IN THE SMALL CLAIMS COURT OF ABIA STATE**  
**HOLDEN AT UMUAHIA**  
**BEFORE HIS WORSHIP MARY UKEJE EMENIKE (MRS) CHIEF MAG. GD. 1**  
**ON THIS FRIDAY THE 9<sup>TH</sup> DAY OF FEBRUARY, 2024.**

**CLAIM NO: U/SCC/01/2024**

**UKAEGBU ENYINNAYA DANIEL**

-

**CLAIMANT**

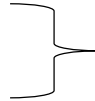
**VS.**

**MR. AKACHUKWU ONUHUKA**

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**DEFENDANTS**

**CHUKWUMA PASCAL ANYANWU**



**APPEARANCES:** Parties are self represented.

**COURT:** Judgment

The Claimant is claiming the sum of ~~N~~350,000.00 (Three Hundred and Fifty Thousand Naira) Only being the market price of the stud puppy the defendant supposed to give him as agreed in their contract of his male dog crossing the 1<sup>st</sup> defendant's female dog.

The summons was filed on the 4/1/2024 and same was served on the Defendants. Affidavit of Service is filed at page 13 of the Courts file. The Defendants responded by filing their defence to the Claimants claim. The Defendants on the 11/1/2024 pleaded not liable to the one arm claim of the Claimants claim. On the same date the Claimant open his case and testify as PW1. The evidence of the Claimant can be summarized thus:

That on 22/8/2023, the 2<sup>nd</sup> defendant who has been his fellow dog breeder over the years called him and told him that he is coming to the Claimants house to access the male Caucasian dog of the Claimant for crossing with a female dog. The Claimant accepted and the 2<sup>nd</sup> Defendant went to the Claimants house with the 1<sup>st</sup> defendant who is the owner of the female dog. After accessing the male dog, he told him the terms and conditions in the crossing of the female dog they will be coming with and they agreed and the 2<sup>nd</sup> defendant said he should bring down the price and at the end of the bargaining they agreed for ~~N~~10,000.00 (Ten Thousand Naira) only and one stud puppy. He went on to say that why he agreed for ~~N~~10,000.00 was that the defendants will be coming with two female dogs. That

he did the first crossing of the dogs with the help of the 2<sup>nd</sup> Defendant. That after crossing the 1<sup>st</sup> female dog, he was contacted again for the 2<sup>nd</sup> female dog. He further testified that the 2<sup>nd</sup> Defendant said he will not be around to assist in the crossing of the 2<sup>nd</sup> dog and asked him to call a fellow breeder which he called the 2<sup>nd</sup> Defendant who assisted him in crossing the 2<sup>nd</sup> female dog. He stated that one dog had miscarriage while the 2<sup>nd</sup> dog gave birth. That he sent a voice note to the 2<sup>nd</sup> Defendant asking him that his dog has put to birth why haven't he called him to come and see the puppies so he can make his choice of a stud puppy. That the 1<sup>st</sup> defendant refused giving him a stud puppy claiming that the ₦10,000.00 he paid him was a pay off. That he called the 2<sup>nd</sup> Defendant and complained and the 2<sup>nd</sup> Defendant agreed with him that the contract they had was for the Claimant to be paid ₦10,000.00 with a stud puppy. That he is claiming the sum of ₦350,000.00 being the money he would have sold the puppy if the 2<sup>nd</sup> defendant had given him the stud puppy and that is the profit for the crossing of the dog.

PW1 was cross examined on the 18/1/2024 by the 1<sup>st</sup> defendant. Under cross examination, PW1 said the 1<sup>st</sup> defendants dog was crossed twice in a space of 4 days by his own dog with the assistance of PW2 and that the 2<sup>nd</sup> Defendant is aware of it and that there was no unfinished business with the 1<sup>st</sup> Defendant until the last day the dog will deliver and he will take his stud puppy. That he was not part of any negotiation with the 1<sup>st</sup> defendant to take the dog elsewhere for crossing rather than to his house which the 1<sup>st</sup> defendant later came.

## **CROSS EXAMINATION OF PW1**

The 2<sup>nd</sup> defendant said he did not have any question for the Claimant as cross examination.

The Claimants witness testified as PW2 and gave his name as Mr. Ogimgbu Favour Isaac Chukwuemeka. His evidence was that on the 2<sup>nd</sup> day of the crossing, the Claimant called him and asked him to come and assist him cross a female dog and he went and met the 1<sup>st</sup> defendant. On that day, the Claimant told him that he will be the one to assist him in crossing the female dog and that he heard when the 1<sup>st</sup> defendant said he had taken the dog to another place for crossing but the male couldn't perform and he also heard when the Claimant asked him that he believes the 1<sup>st</sup> Defendant has settled everything with the person he took his dog to for crossing. And that the 1<sup>st</sup> Defendant responded that he has settled with the man and he also heard when the Claimant told the 1<sup>st</sup> defendant that he hope the 1<sup>st</sup> defendant did not discuss any one puppy with the man and the 1<sup>st</sup> defendant responded by saying that he has settled everything and he is not giving that man any puppy and the claimant added by saying to the 1<sup>st</sup> defendant that that means

the puppy belongs to him and the 1<sup>st</sup> defendant said yes. And after the discussion, they started crossing the dog.

PW2 was immediately cross examined by the 1<sup>st</sup> Defendant and under cross examination, PW2 said he was there when the Claimant and the 1<sup>st</sup> defendant agreed on crossing the 2<sup>nd</sup> dog. He also said that he was there when the 1<sup>st</sup> Defendant said the 1<sup>st</sup> place he took his female dog to for crossing, the male dog couldn't perform and that was why he had to bring his female dog to the Claimant's dog for crossing.

## **CROSS EXAMINATION OF PW2**

The second defendant said he did not have any question for PW2 as cross examination.

The 1<sup>st</sup> defendant gave his evidence in chief as DW1. His evidence can be summarized thus: that the Claimants dog crossed the 1<sup>st</sup> female dog and that dog had a miscarriage. That the 2<sup>nd</sup> female dog, the 2<sup>nd</sup> defendant advised him not to use the same male dog which was that of the 1<sup>st</sup> defendant but he should take it to another person. That he took his female dog to another man agreed on Ten Thousand Naira and the man dog crossed his female dog once. That when they were about to go for the second time, they realized that the man had used his dog to cross a local dog and he refused using that dog because of infection and because of that, he went back to the Claimant to manage his dog for crossing as advised by the 2<sup>nd</sup> Defendant. That he asked the Claimant to complete the 2<sup>nd</sup> and 3<sup>rd</sup> time crossing because he wasn't convinced that the one time crossing by the other dog was enough to impregnate his dog. That the other man accepted ₦10,000.00 as pay off and the Claimant also accepted ₦10,000.00 as pay off. He also said he was there when the Claimants dog crossed his dog twice and that he does not know which crossing impregnated his dog and that he does not know anything about dog crossing and he further said that the dog he had a stud puppy agreement with the Claimant had a Miscarriage i.e. "did not enter".

DW1 was cross examined and under cross examination, DW1 said he called the Claimant to tell him that the 2<sup>nd</sup> female dog has delivered and the Claimant said he was going to see him in company of the 2<sup>nd</sup> Defendant but the 2<sup>nd</sup> defendant couldn't come along with the Claimant to see the dog and its puppies.

DW2 who is the 2<sup>nd</sup> defendant also gave his evidence and his evidence was that the 1<sup>st</sup> defendant called him and told him that his dog was on heat and both of them decided to look for a male dog and after several search, they ended up in the house of the Claimant and decided to use the Claimants male dog for the crossing. That the Claimant told them initial that it was ₦30,000.00, they argued and the price

came down to ₦10,000.00 with a puppy. That he assisted in the first crossing and after the first crossing, the money was paid to the Claimant. That the 2<sup>nd</sup> dog came on heat because of the time duration, himself and the 1<sup>st</sup> defendant, decided to look for another male dog that will do the 2<sup>nd</sup> crossing of the 2<sup>nd</sup> female dog and they ended up in a man's house in which they succeeded in crossing the 2<sup>nd</sup> female dog that first day. That when they went back the 2<sup>nd</sup> day to that man's house, it happened that the man's male dog has been used to cross a local dog and they decided to go back to the Claimant. On getting to the Claimants house, the 1<sup>st</sup> Defendant asked what can be done so that they won't be a fight or a quarrel as to who owns the puppy. The Claimant advised them that one mating is good to go. The 1<sup>st</sup> Defendant told the Claimant that he wants the Claimant to complete the mating process of three times for him. He went further to say that, that very day, they tried the crossing with the Claimants male dog but couldn't succeed and they had to go back another day but on the return date, he was not available because his own female dog was on heat and that he asked the 1<sup>st</sup> defendant to tell the Claimant to look for who will assist him and that was how PW2 was called.

Under cross examination of DW2 by the Claimant, DW2 said when the matter was reported to the President of Dog Breeders Association and the President called him that he told the President that what was agreed was ₦10,000.00 with one stud puppy. DW2 admitted the voice note played in open court as his voice and all that was said.

DW2 was also cross examined by the 1<sup>st</sup> defendant and under the cross examination, DW2 maintained that the Claimant said he was going to collect the sum of ₦10,000.00 with a stud puppy.

From the evidence of the parties before me, the issues have been streamlined. This was an agreement of the 1<sup>st</sup> defendant to use the Claimants' male Caucasian dog to cross his dog and the 1<sup>st</sup> defendant was introduced to the claimant by the 2<sup>nd</sup> Defendant who is a dog breeder just like the Claimant. This agreement was for a consideration of the sum of ₦10,000.00 with a stud puppy. The 1<sup>st</sup> defendant in his evidence in chief said a stud puppy was not part of his agreement with the Claimant that he agreed to pay the Claimant 10,000.00 as pay off without a stud puppy. I believe that there was an agreement, before the crossing began because in a contract like this there has to be a consensus ad idem. The issue in question now is a stud puppy and the Claimant is claiming the sum of ₦350,000.00 as money he would have sold the stud puppy if the 1<sup>st</sup> defendant had given him the puppy. It now rest squarely on the Claimant to proof the existence of the term of the agreement between him and the 1<sup>st</sup> defendant as stated in the case of **Adedeji**

**V Obajimi (2019) EJSC Vol. 106 pg 132** which the court held it is a matter of evidence.

All the witnesses testified that the agreement included a stud puppy and it is only the 1<sup>st</sup> defendant that said a stud puppy was not included in the terms of the agreement. I will agree with the 1<sup>st</sup> defendant evidence in Chief that he knows nothing about dog crossing and breeding and does not also know which dog impregnated his dog. I do not believe his evidence that a stud puppy was not part of the agreement. PW2 said he was present when the agreement was finalized before the crossing of the dog commenced. The 2<sup>nd</sup> Defendants role in this whole thing, was to introduce the 1<sup>st</sup> defendant to the Claimant and his evidence was that a stud puppy was part of what they agreed. I believe that the 1<sup>st</sup> defendant entered into the said agreement but he is very economical with the truth. I will not believe his evidence. The claimant has proved his case against the 1<sup>st</sup> defendant and not against the 2<sup>nd</sup> defendant who did no harm in introducing the 1<sup>st</sup> defendant to the Claimant. Accordingly, Judgment is entered in favour of the Claimant. The Defendant shall pay to the Claimant the sum of ~~N~~350,000.00 as claimed by the Claimant. This is the judgment of the Court.

**Signed**  
**His Worship Mary Ukeje Emenike (Mrs)**  
**Chief Mag. Gd. I.**  
**9/02/2024**

**CERTIFIED TRUE COPY**

**AGBANYIM C.C. (MRS)**  
**Asst. Chief Registrar I**