

**IN THE MAGISTRATE COURT: DELTA STATE OF NIGERIA**  
**IN THE EFFURUN MAGISTERIAL DISTRICT**  
**HOLDEN AT EFFURUN**  
**BEFORE HIS WORSHIP E.A. ODJUGO ESQ., CHIEF MAGISTRATE (SPECIAL**  
**GRADE)**  
**ON WEDNESDAY THE 28TH DAY OF APRIL, 2022.**

**SUIT NO: ME/120C/2021**

**BETWEEN:-**

**COMMISSIONER OF POLICE.           ...           ...           COMPLAINANT**

**AND**

**EFE NAYA JOSEPH (F)                   ...           ...           DEFENDANT**

Defendant present.

Insp. Lawrence Lucky for the prosecution.

Court: Judgment is delivered in the open Court today. The prosecution has proven it's case beyond reasonable doubt. The Defendant is found GUILTY in respect of count I and II as charged.

**JUDGMENT**

The Defendant is facing a two count charge to wit: (a) that sometime in the month of June, 2021 at POWA Market by DSC Roundabout, Effurun, the defendant did obtain the sum of one Million, Five Hundred and Eighty six thousand, five hundred naira (N1,586,500=) from one Doris Napoleon under the pretence that she was going to supply her bags of rice, beans and groundnut oil, which she failed to do, a representation which she knew was false, and, hereby committed an offence punishable under S. 419 of the Criminal Code Law, Cap. C21, Vol. I, Laws of Delta State, 2006, and, (b) that on the 17<sup>th</sup> of July, 2021, at Effurun, the Defendant obtained the sum of Nine Hundred and Thirty Eight Thousand, Five Hundred Naira (N938,500) from one Peace Kidochukwu Gbakerim (f), with the representation that she was going to supply her forty six (46) bags of rice, which she failed to do, a representation which she knew to be false, and thereby committed an offence under S. 419 of the Criminal Code Law, supra.

The Defendant thereafter, pleaded, NOT GUILTY to the two-count charge. Then, the prosecution called three witnesses, PW1 – PW3, while the Defendant testified as DW1 in her defence, and called no witness.

PW1 stated that sometime in June, 2021, the defendant came to her shop, and, then informed her, PW1, that she the Defendant was into the supply of rice, beans and groundnut oil, and, the, PW1 expressed her willingness to buy. According to PW1 , on that same month, the Defendant brought ten bags of "Uzza" rice and for which, she PW1, paid the sum of N210,000= in her (PW1's house).

According to PW1, she and the Defendant then discussed business, and according to PW1, the Defendant told her that she was travelling up North to buy rice, and that if she, PW1 was willing to buy, then she, the Defendant would buy on her behalf. According to PW1 she then requested for twenty bags of "Uzza" rice which was for N410,000= and also ten bags of "Mango" rice which was for N225,000=, which was to be delivered within one week.

According to PW1, she was surprised to see the Defendant in town, and she had paid N410,000= cash for the "Uzza" rice and transferred the sum of N225,000= from her account to the Defendant's account at Zenith Bank Plc. PW1 told this court that the Defendant explained to her that she had given the money to a friend to help her buy the said rice. According to PW1, she was not informed of this new development.

PW1 then informed this court that after two weeks, the Defendant then brought ten bags of "Uzza" rice to her, explains that her friend had not come back. PW1 stated that afterwards, the Defendant then brought another brand of rice called "Famous" rice, which is of a lower quality, because of the price which she, PW1 promptly rejected. According to PW1, the Defendant pleaded with her, and so, she PW1 took eight bags from the Defendant, making it eighteen bags of rice which she, the Defendant had supplied to her. PW1 explained that she was not supplied with ten bags of "mango" rice and two bags of "uzza" rice. According to PW1, the defendant was within that period, always around her, and also apologized for the involvement of her friend, claiming that she would go herself this time around, for the supply of rice

Thereafter, according to PW1, herself and the Defendant entered into another agreement for another supply. PW1 stated that she wanted ten bags of "tomatoes" rice at N24,500 each, twenty five litres of kings oil, a brand of vegetable oil, a gallon of which was for N18,500 multiplied by fifteen. Also, PW1 stated that she also requested six bags of beans at the rate of N45,000 per bag. According to her, the total sum for beans is N270,000=



PW1 stated that she then transferred the sum of N274,000= to the Defendant, transport inclusive, through a man, whom according to PW1, Defendant claimed as her husband, who collected the sum of N200,000= cash from her, PW1 while she transferred the sum of N74,000= through her mobile phone App, First Bank Account to the Defendant's Zenith Bank Account. According to PW1, the Defendant then told her that she had a client who had given to her the sum of two million Naira, which was the cost for almost one hundred bags of rice, and that, she the Defendant, could handle a transaction as much as one hundred bags, and, so, requested PW1 to help her, the Defendant handle or be interested in the supply of another hundred bags of rice to make it easier for her, the Defendant to bring over half of truck load of rice.

According to PW1, this delivery of rice was to be of within three days, and, she stressed to the Defendant that she did not want one particular branch of rice in her shop. Also, PW1 then stated that she would call her friend for the Defendant, if she would be interested.

According to PW1 she called PW2, in the Defendant presence, and then PW2 agreed to buy forty six bags of rice. Then according to her, there was a transfer of Nine hundred and thirty eight thousand, Five Hundred Naira only to the Defendant's said Zenith Bank Account PW1 stated that she then transferred six hundred and Nine Thousand Naira to the Defendant. According to PW1, she transferred Five Hundred Thousand Naira from her bank Account to the Defendant's Bank Account, and, then transferred the remaining N109,000= from a POS Account.

According to PW1, the Defendant was to supply her forty three bags of rice, and also that there was an outstanding balance of Two Hundred and sixty six thousand Naira in respect of the former transaction.

PW1 stated that PW2 transferred the sum of Nine hundred and Thirty Eight Thousand Naira to the Defendant. PW1 stated further that her transfer of Six hundred and Nine Thousand Naira was made to the Defendant when the defendant was already in the North.

According to PW1, the Defendant came back within a week without the rice, and did not inform her, PW1. So, according to PW1, she PW1 went unexpectedly to the Defendant's house, and she expressed shout to see her. PW1 stated that the Defendant then told her that the truck was on the way with the goods, and that by the weekend, the goods would have arrived. According to

PW1, the truck did not arrive that weekend, and, so she PW1 complained to the Defendant's husband, who told her not to worry.

According to PW1, the following Sunday, the defendant and her husband came to her house, explaining to her the rice, beans and oil had not come to Warri yet because the person who was to bring them had not done so. Then, PW1 stated that she, PW1 told the defendant to go and bring the goods herself, and, the Defendant left and a week later, complained that, there was no truck to bring the goods.

PW1 then narrated how she complained about this development to another man who deals in onions and how they then made arrangements with someone else up North to bring the said goods with additional transportation cost of two hundred and ten thousand Naira. According to PW1, the Defendant then switched off her mobile phone line and, so she could not be reached on where the goods were.

PW1 then narrated to this court how she called the Defendant the next days, and how she had to pay another sum of N50,000 to another driver introduced to her by the Defendant to bring the said goods. PW1 said the Defendant claimed that the goods would arrive the next day, but that was never to be.

PW1 then narrated to this court how she complained again to the man dealing in onions who had volunteered to help her, and that the said man placed a call up north, spoke in Hausa language to the transporter up North, only to discover that the man up North was not a transporter, but someone whom the Defendant stays with whenever she goes up North. Also, that the man's name is IdrisAdamu.

PW1 then narrated to this Court how she started looking for the Defendant, because, her lines were switched off, and how she placed a call to the Defendant's husband, who in turn told her that he was not her husband, and, that the defendant had told him to claim to be such. PW1 stated that she then went to the police and upon reaching her house, the Defendant's neighbours informed them that she, the defendant had moved to another unknown location. PW1 told this court that it was with the tracking device of the police that the Defendant was eventually arrested, and that she the Defendant was found of switching off her phone then.



PW1 informed this court that the police tracking officer observed, and, informed her that the Defendant and her husband were always communicating with each other then, and so they got hold of the Defendant's husband, and he led the police to get her arrested. PW1 stated that she reported to the police on the 14<sup>th</sup> of August, 2021, and the next day, after being tipped off by the Defendant's husband, she quickly supplied forty two bags mama of rice as against "uzza" rice as agreed by then. Also PW1 stated that she supplied "golden" rice instead of "tomatoes" rice. Also the Defendant brought forty two bags of "family pride" rice and ten bags of "golden" rice as against "tomatoes" rice which she ordered for.

PW1 stated that on the day that she gave N50,000 to the defendant, she also gave to the Defendant the sum of Twenty Two Thousand, five hundred Naira in cash for the kings oil and tomatoes rice. PW1 stated that it was the Defendant's husband who brought rice.

PW1 stated that upon enquiry of her friend's goods, the Defendant and her husband informed her that the goods were on the way coming, and that up till now, those goods have not yet come.

PW1 stated that she made a statement to the police. PW1 stated that the total amount of money taken from her by the Defendant is the sum of One Million, Six Hundred and Seventy One Thousand, Five Hundred Naira, and, that her total money outstanding with the Defendant is the sum of Six Hundred and Forty Eight Thousand Naira Only, after she had deducted the forty two bags which the Defendant hurriedly supplied to her after the report to the police.

Under cross examination by the Learned Counsel to the Defendant, PW1 stated that the Defendant and herself agreed on the supply of both foreign and local rice. Also, that the Defendant had not supplied part of the rice, but, had not supplied the vegetable oil and beans, she said she made a statement to the police, she said the foreign bags of rice were supplied to her after the matter had been reported to the police.

Pw1 stated that she transferred N225,000=, N500,000= and N74,000 to the Defendant, which were for foreign and local rice, beans and oil. She stated that the Defendant and herself never agreed that she, PW1 was to supply Eighty Three bags of rice. She stated further that she had never followed the Defendant to Kano where she buys rice. She stated further that the Defendant has supplied

her forty two bags of rice, and that it is not true to say that the Defendant was still to supply thirty eight bags of rice, because she does not agree with that figure.

She denied the suggestion that as at the time this agreement was reached a bag of local rice was N23,000= per bag. PW1 maintained that the total amount of money that she transferred to the Defendant is the sum of One Million , Five Hundred and Eighty six Thousand, Five hundred Naira only, and that the outstanding balance is six hundred and forty Eight Thousand Naira.

PW1 stated that she was not under duress when she transferred the money to the Defendant. PW1 stated that "The Defendant played me". It was under pretence that she paid money to the Defendant. She stated that she paid money to the Defendant on four occasions, while some were given in cash. PW1 stated that up till this moment, the defendant had not supplied her the outstanding bags of rice. PW1 said that the Defendant was in Kano when she transferred the money. PW1 also stated that the Defendant agreed to supply her six bags of beans, and fifteen kegs of 25 litres groundnut oil.

The statement of PW1 is Exhibit A before this Court. PW1 stated that the defendant absconded, and that it was with the help of the police tracker that the Defendant was arrested, and, so it was not a business contract.

There was no re-examination.

PW2 stated that she is a business woman who knows the Defendant through PW1, who is her sister. PW2 stated that the Defendant supplies rice and PW1 sells rice. She stated that on the 17<sup>th</sup> of July, 2021, she put a call to PW1 since the Defendant was in her house, and, thereafter, according to PW2, the Defendant and herself then spoke together, PW2 then stated that the Defendant then told her that she, the Defendant would supply to her forty six bags of "uzza" Nigeria rice for the sum of N938,500=. PW2 stated that with the pressure of PW1, she then paid to the Defendant this said sum of money. Furthermore, the Defendant informed her that the said rice would get to her within a week. The mode of payment according to PW2 was through her mobile phone. PW2 stated that the rice was not forthcoming, and, when PW1 called her, the Defendant then told them that the said rice would arrive within two weeks.

According to PW2, she borrowed this sum of money to do the business. She stated further that PW1 and herself then traced the Defendant to her house, whereupon, they were informed by the Defendant's sister that she, the Defendant had moved out without her knowledge.



PW2 stated that there was pressure on her from where she borrowed the money from, that is from PW1's family house, and that this issue almost caused her her marriage. PW2 stated that the case was reported to the police at Ebrumede Police Station, PW2 stated that it was through tracking that the Defendant was caught. Also that, she, PW2 stated that the Defendant has neither supplied her the said rice nor refunded to her her money

Under cross examination by the Learned Counsel to the Defendant, PW2 stated that before July, 2021, she neither knew the Defendant nor had any discussion with her. PW2 stated that she spoke on phone with the Defendant, while, she the defendant was in PW1's house. PW2 stated that the Defendant and herself discussed about the Defendant supplying to her forty six bags of Uzza rice. PW2 stated that she was aware that the Defendant travelled to Kano for the purpose of supplying PW1 rice.

She stated that the documents evidencing the transfer of money to the Defendant are as contained in the police case file. She stated that it was with PW1's permission that she transferred the money. PW2 stated also that the Defendant told her to transfer the said money to her.

PW2 stated further that "Uzza" rice was neither supplied to her nor to PW1. PW2 stated that she transferred the whole sum of N938,500= to the Defendant once. She denied this suggestion that she PW2 transferred the sum of N307,500 to the Defendant on the 28<sup>th</sup> of July, 2021.

PW2 stated that she sells rice in her shop at Osubi Market and that the said money was meant for the transaction of supply of rice.

There was no re-examination.

PW3 is the IPO. It is pertinent to mention at this stage to mention that the Defendant herself debriefed her said Counsel, then collected her case-file from the said Counsel, and, then proceeded to defend herself without a Counsel.

PW3 stated that he knows, PW1, PW2 and the Defendant. He stated that he remembers the month of June, and July, 2021. He then narrated to this court how on the 14<sup>th</sup> of August, 2021, when PW1 came in the company of PW2 to the Ebrumede Police Station to report this matter to the police on a complaint that they had been defrauded by the Defendant.

According to PW3, he stated that PW1 and PW2 came with their statements of Account to show that they paid in money to the Defendant's

Account PW3 said PW1 paid N1,086,500 to the Defendant, which PW2 paid N938,500 to the Defendant. PW3 further stated that PW1 and PW2 complained that after paying to the Defendant these sums of money, the Defendant disappeared, without supplying the said goods, which she, the Defendant had agreed to supply.

According to PW3, he stated that PW1 and PW2 complained that they could not reach the Defendant on phone either. So, according to PW3, investigation commenced. PW3 stated that he recorded statements from PW1 and PW2. Then, PW3 stated he then secured an Order from Court to place a memo pad on the Defendant's Account and despite that, the Defendant could not be reached. Then, according to PW3, the police then resorted to tracking the Defendant's number, which then yielded positive results, which then enabled the police to arrest the Defendant.

According to PW3 the Defendant then made her statement under caution, and in the said statement, PW3 stated that the Defendant agreed collecting money from PW1 and PW2 and then started to plead that she, the Defendant would refund money back to PW1 and PW2.

According to PW3, four other people came to the police station to complain that the Defendant had defrauded them, and, then, ran away. PW3 stated that among these new nominal complaints, he recorded statements from one Stella, one Osadebe and from one other person, whose name, he could not readily recall, and that the Defendant also agreed that she collected monies from them but she pleaded for time to refund to them their monies. He stated that the Defendant was apprehensive of further arrest.

He stated that the nature of goods that the defendant was to supply PW1 and PW2 were bags of rice, beans and groundnut oil. The statement of the Defendant is Exh. B before this Court. According to PW3, the Defendant admitted the allegations against her and so, an Attestation, which is Exhibit C before this Court was taken. The details of the Defendant's statement of account is Exhibit D.

PW3 also stated that the Defendant relocated from her house, hence, the Police resorted to tracking the Defendant through her phone, and, was arrested in one village near Agbarho.

Under cross-examination, PW3 stated that the Defendant did not supply forty three bags of rice before her arrest. PW3 stated that the defendant went to



PW1's shop and told her, PW1 that if given money to her, the defendant, then she the Defendant would supply rice.

PW3 stated that PW1 told him that she, PW1 had been supplied rice by the Defendant prior to this incident, but in respect of the second transaction, the Defendant collected money and then absconded.

PW3 stated that PW1 did not tell him that her husband would provide money for her and the Defendant to do business together, since the Defendant had expertise in the said business. PW3 stated that PW1 did not tell him whether the rice was foreign or local. PW3 stated further that PW1 told him that the Defendant had relocated from where she, the Defendant was staying.

PW3 stated that upon reaching the place where the Defendant had relocated from, there was no information as to where the Defendant had relocated to. PW3 stated that PW1 did not tell him that it was during the raining season that she, the Defendant supplied rice.

PW3 stated that PW1 told him that after the Defendant collected money for the rice, she, PW1 and the Defendant were communicating, until it got to a stage where communication stopped.

PW3 stated that PW1 informed him that, she PW1 gave the Defendant transport money. PW3 stated that PW1 did not tell him that the Defendant had supplied her goods or forty three bags of "pride rice"

There was no re-examination, and that was the case for the prosecution. The Defendant testified as DW1, and did not call any witness.

DW1 in her evidence in chief stated that she trades in foodstuff, and denied committing the offences as contained in the charge. She stated that she sells rice and beans, and that she goes to different markets to source for customers whom she supplies.

DW1 stated that she went to POWA market by DSC roundabout, Effurun, and then stated to move from one shop to the other, and then she got to PW1's shop there. DW1 stated that PW1 asked her what she was selling, and, she the Defendant told her rice and beans, both local and foreign.

DW1 stated that she told PW1 that foreign rice was N28,000 per bag, while local rice is N22,500=. According to DW1, the first transaction was to do with ten bags of local rice and five bags of foreign rice, and then, she DW1 supplied to

her these bags of rice for which PW1 paid for. According to DW1, she DW1 then supplied to PW1 a second time fifteen bags of local rice. DW1 stated that PW1 then asked her how she was getting her supplies of rice, to which she, DW1 told PW1 that she, DW1, was getting her supplies of rice from the North, so, according to DW1, PW1 then requested to be shown the way too, and, then they discussed.

DW1 stated that PW1 told her that she, PW1 supplies five bags of rice every week to a fast food outlet. According to DW1, she then called her supplier in Cotonou. Thereafter PW1 placed an order for fifteen bags of foreign rice, then fifteen or eighteen tins of groundnut oil. DW1 said she then told PW1 that the supply was two or three bags each, because, the Customs usually disturb them. DW1 stated that in all, she supplied the fifteen bags of rice by supplying five bags each three times.

DW1 stated that she was unable to supply the groundnut oil. She stated that she also buys turkey and frozen chicken. According to DW1, she then told PW1 that she was going up North to buy local rice, and, so that they should gather together to buy the said rice. According to DW1. PW1 then ordered for seventy five bags of local rice, and, also if there was any other brand of rice, then she, DW1 could bring same across.

According to DW1, she then went up North, and, that PW1 gave to her money, but that week was a sallah week, and, so was told to wait for another week. According to her, DW1, she then came back.

DW1 stated that PW1 came to her house, and, she explained the development to her. DW1 said she then went up North again, and, then came back to supply PW1 with forty three bags of "Mama Pride" rice.

Then DW1 stated that she then informed PW1 that the remaining load would be coming, and, that because of the raining season, the rice would have to be dry very well. DW1 stated that PW1 called her to inform her that two bags of rice were not good, because they had swollen up, and were not dry, DW1 stated that PW1 invited her to come over and look, because, as at that time, she, PW1 has already alleging that she PW1 had run away.

According to DW1, she got information from her tricycle also known as "keke" rider that PW1 informed him that her Bank Account had been frozen, and, that her phone line could be tracked. According to DW1, PW1 then informed her to refund to her her money, since she did not want the said rice again. DW1



stated that she requested from PW1 to be given time. DW1 stated that she was then arrested, and, taken to the police station. DW1 stated that she wrote her statement to the police, and, also informed the police that she was not running away. DW1 stated that she made her statement voluntarily, and, without any duress or torture.

DW1 stated that PW1 claimed that it was eighty bags involved. She stated further that her Counsel was present. DW1 stated that her Counsel advised her to accept that it was eighty bags of rice, even though five bags of rice had been added, in order to resolve the matter.

DW1 then stated that she then told the police officer that she will pay. DW1 stated that she bought groundnut oil and foreign rice, but, did not supply PW1. She stated that she was at the police station for eight days. DW1 stated that the groundnut oil belonging to her and PW1 was seized by Customs at Ijebu-Ode. DW1 said the transaction for groundnut oil was for fifteen gallons at N18500= each.

In respect of beans, DW1 stated that the Alhaji whom she paid money to supply her beans, did do so. She said the transaction for beans was for six bags at N45,000 each.

DW1 stated that the Alhaji is in Kano, and, that she could not recall his name. DW1 stated that she paid money into the Alhaji account she said that the Alhaji is avoiding her, and running away from her.

DW1 stated that she is owing the PW1 thirty seven bags of rice also valued at N20,500 each. She said that she said she has supplied forty three bags of rice to PW1. Also, that it was based on the eighty bags of rice now agreed at the Police station. DW1 stated that she does not know whether it is PW1 and PW2 who own the money together or the goods together. She stated that she does not know PW2, and had never sat down with her to talk. She stated that she does not know whether PW1 sent money to her on behalf of PW2.

DW1 stated that the total sum of money which PW1 gave to her is N1,500,000= plus, excluding the money for beans and groundnut oil. DW1 stated that the total money she is to pay for beans is N270,000= DW1 stated that she told PW1 that she was staying in her younger sister's house. She denied relocating without the knowledge of neighbours.

DW1 when given her statement of Account, now recapitulated, and, then said that PW2 had paid money into her account. She then saw that she had supplied part of the goods to PW1 and PW2.

DW1 stated that the complaint to the police was made on the 14<sup>th</sup> of August, 2021, while she was arrested on the 22<sup>nd</sup> of September, 2021. She stated that the police are unaware that she had supplied some bags of rice to PW1.

DW1 stated that some of the goods which she ought to have supplied PW1 were either damaged or spoiled. DW1 then ended her evidence in chief by pleading with the Court to be given time to pay PW1 and PW2.

Under cross examination, DW1 stated that some of the rice got spoilt, and, she told the police this. DW1 admitted that the IPO read her statement back to her, which she understood, and then signed. DW1 stated that she does not know PW2, and, that it was PW1 who told her about PW2 who would pay money into her account. DW1 confirmed that on the 17<sup>th</sup> of July, 2021, PW2 paid the sum of N938,000= into her account. She then claimed that the Nigeria Customs Officials seized the groundnut oil at Ijebu-Ode.

DW1 stated that the Alhaji she paid money to, did not supply the beans. She stated that the brand of groundnut oil she was expected to supply is "kings" and would not know whether kings company is in Lagos.

DW1 stated that she does not have a shop at POWA market, but at Urhomaro, Effurun, but does not sell rice there, but, sells indomie and wine there. DW1 denied going to POWA shops Effurun to solicit for people to buy rice, and then ask them for money DW1 stated that she approached PW1 sometime in June, 2021 at POWA Market, and then told her that she wanted to sell rice.

DW1 stated that she has only supplied forty three bags of rice to PW1. Also, that she has not supplied groundnut oil or beans to her. She admitted that PW2 paid N938,500= into her account. When shown her statement to the police, Exh. B, she admitted that she had collected the sum of N1,379,900= from PW1, which said money was for beans, groundnut oil and balance payment for rice, where she agreed to pay the said money in instalments.

DW1 stated that none of her friends were with her when this transaction was made. DW1 stated that it was only the tricycle rider she uses for her



business. She stated that the tricycle man is not her husband. She stated that her husband is now abroad, and, that they had a disagreement.

DW1 said it was when the tricycle man was arrested, that it then lead to her arrest. She said she could not recall whether it was ten bags of Uzza rice that she supplied to PW1 the first time. She said the first transaction was for fifteen bags of rice which PW1 paid.

DW1 stated that she was arrested at Agbarho. She stated that she was unaware of the fact that the police were looking for her for over a month.

DW1 denied discussing with PW2 before money was paid by her, PW2 into her account by her.

There was no re-examination, and, that was the case for the Defence.

It is incumbent upon the Prosecution to prove it's case beyond reasonable doubt. See the case of John Ogbuburjo&Anr. (2001) 2 ACLR 527 at 558. See further S. 135 of the Evidence Act, 2011 as amended. See ObilumAnekwe. V. The state (1998) 1 ACLR 426 at 434.

The three modes of establishing the guilt of a Defendant are (a) Direct evidence (b) circumstantial Evidence and (c) Confessional statement. See the case of Abirifon V. State (2013) 224 LRCN 1 at 5.

From the evidence before the court it is clear that there is no dispute as to the initial or former transaction between the Defendant and PW1, and for which the Defendant supplied, and PW1 paid for. That transaction is not captured by the charge before the court.

However, it is the second transaction that interests the court which is ably captured in the charge. It is not in dispute that PW1 and PW2 deal with the sale of rice, while the Defendant supplies rice.

It is also not in dispute that it was the defendant who sometime in the month of June, 2021, who went to PW1's shop at POWA market, by DSC roundabout, Effurun, introduced herself to PW1, and then presented herself as a supplier of rice to her, PW1. It is also not in dispute that PW1, thereafter, based on the representation from the Defendant then paid the sum of N1,586,500= to her for the supply of bags of rice, groundnut oil and beans. The total sum of money given to the Defendant by PW1 is N1,671,500= which includes transportation. See Exh. A, the PW1's testimony also. The defendant in her past

agrees that in her statement, Exh. B, PW1 paid the sum of N1,547,500 for the said transaction. In point of fact, in Exh. B, her statement, the defendant admitted and agreed to pay back the sum of N1,379,900= back to PW1 at best instalmentally.

It will be recalled that this matter was reported to the police on the 14<sup>th</sup> of August, 2021. See Exh. A. Then, the Defendant upon having fore knowledge the report, quickly supplied forty two bags of rice to PW1 through her husband. From Exh. A, what is left due to PW1 is the sum of N648,000= The testimony of PW1 refers.

Most profound is the fact that the Defendant has admitted that she has not supplied beans or groundnut oil to PW1. As at the time the complaint was made to the police, it is very clear from the evidence before the Court that the defendant after collecting the said monies including transportation cost for the supply of the aforementioned commodities, and, as the time of the complaint by PW1 and PW2 at the police station had supplied nothing. The defendant in her defence told this court that her tricycle rider informed her of the fact that PW1 had taken steps to freeze her account, and, also had involved the police to track her line.

The testimony of DW1 refers. Having got wind of this fact, she, DW1 quickly went and supplied forty five bags of rice to PW1 after the complain to the police had been laid.

It will also be recalled that it was when the tricycle rider was arrested by the police initially, that it then led to the eventual arrest of the Defendant. The cross-examination of the prosecution of the Defendant refers.

It is clear to this court that the Defendant paid nothing to any faceless or nameless Alhaji in Kano for the supply of beans. She took no steps to pay for the beans or supply the beans. She said she paid money to the said Alhaji's account. No documentary evidence supports that.

DW1, the Defendant said the Customs officers seized some of the goods, that is groundnut oil, at Ijebu-Ode. That again is a barefaced lie. The defendant said she went up North claiming that it was to pay for the said commodities, and, then supply to PW1 and PW2. That is from the evidence, neither here nor there.

The antics of the Defendant remaining incommunicado, switching off her line, relocating to an unknown place, and refusing to supply PW1 and PW2 their



goods leaves a definite impression on the mind of the court. That is deliberateness on her part not to supply goods based upon a false premise, pretence or pretext or representation that she was going to do so.

In respect of PW2, the evidence before court show the Defendant as a relied and barefaced liar. She initially stated that she neither knew or had knowledge of the fact that PW2 paid the sum of N938,500= into her account. When confronted by the prosecutor with Exh., D about the fact that indeed the said sum of money was paid into her account, she did a summersault, a volte-face, and then snappishly, buy knowingly admitted that PW2 indeed paid that sum of money for which she, the defendant never supplied anything.

The Defendant from the evidence had a discussion with PW2 on the phone, when she the defendant went along with PW1 to her, that is, PW1's house.

That discussion between PW2 and the Defendant led to PW2 parting with her money, collect with the knowledge and counsel of PW1. So, PW2's evidence before the court that she has not been supplied anything, despite paying for the said goods, and relying upon the representation to the Defendant which made her to part with that sum of money, becomes reasonable.

In point of fact, PW2's evidence is unchallenged. That is the finding of this court, and, I so hold.

From the evidence before the Court, the Defendant kept on giving PW1 and PW2 excuses why the said goods were not supplied to them PW1's evidence to the fact that she made her enquires about the nameless and faceless Alhaji, and discovered that they were lies by the defendant has not been challenged either.

The defendant from the evidence kept on switching off her phone lines. She was avoiding PW1 and PW2. The police in turn found her evasive, and had to track her line, which eventually led to her arrest through the arrest of the said tricycle rider whom she was always having communication with. Evidence of PW1, PW2 and PW3 concur.

Her quick relocation from where she, the defendant lived to Agbarho speaks volumes. All designed to evade arrest, and perherps, disappear into thin air.

From the evidence before court, PW3, the IPO stated that there were other monies complainants, three of them, from whom he took statements from, all alleging or complaining that the Defendant had collected monies from them based on her false representation, and, then vamoosed.

In the case of *The State V. Letitia Osler* (2005) 4 ACLR 502 at 518, it was stated that "It is for the prosecution to that the representation made by the Respondent was false to his knowledge".

The case of *The State V. Nwokedi* (1977) 3 SC 35 at 39 refers.

The operative pretence is that which induced the victim to part with something to the Defendant.

In this instant case, the Defendant has demonstrated from the evidence before Court the falsity of her representations and pretence before PW1 and also PW2 that she was going to supply the said commodities, and, yet did not supply them. PW1 and PW2 acted upon the representation and pretence, hence, they parted with their monies .

The former transaction between PW1 and the Defendant was just part of the larger plot to embolden the PW1 and also PW2 to part with their monies for goods never intended to be supplied by the Defendant. It was the heat of the police action that made or propelled the Defendant to supply forty two bags of rice hurriedly to PW1 through her supposed husband, who in any case denied her before PW1. The evidence of PW1 in this regard that it was the Defendant's husband who tripped her off about the police action, which she, the Defendant attended to, in her evidence in chief that PW1 had taken steps to freeze her account and track her mobile line, becomes relevant.

PW1 stated that it was even the Defendant's husband who supplied the forty two bags of low grade quality rice as opposed to what was agreed on that was hurriedly supplied. Looking at the evidence before this court, this is not a simple business transaction, or contract which failed. The Defendant made false representation and pretences for which PW1 and PW2 fell victims to. That is the finding of this court, and, I so hold.

In sum, the prosecution has established it's case beyond reasonable doubt before this court. The defendant is found guilty in respect of Counts I and II of the charge. That is my finding, and I so hold. Furthermore, the Defendant has an outstanding balance of N648,000= to pay to PW1 and the sum of N938,500 to



pay to PW2. The total sum payable by the Defendant to them is the sum of N1,385,000= and not the sum of N1,379,900= as stated by the Defendant in her statement,

Exhibit B, which she said she was ready to pay, but installments. On this issued of compensation, the court will make its pronouncement, while make its consequential Order.

Findings: This Court finds that you EfeNaya Joseph (F) you are found Guilty in respect of the count I and II of the charge.

Record of previous conviction – Nil.

The convict plead, for leniency, and, says that she have five children. She pleads for leniency.

Sentence: In considering the issue of sentence, this Court frowns at the activity of the Defendant who goes about swindling people and deceiving them to depart with their monies, and then end up supplying nothing.

In respect of count I of the charge, the court herewith sentence the Defendant to a term of imprisonment of three years without option of fine.

In respect of count II of the charge, the convict is sentence to a term of imprisonment of three year with no option without of fine.

Sentence to run concurrently.

Consequential Order.

The defendant shall pay to the PW1, the sum of ~~N~~648,000 (Six Hundred and Forty Eight Thousand Naira), and then also pay to PW2, Peace Kidochukwu Gbakerim the sum of ~~N~~938,500 (Nine Hundred and Thirty Eight Thousand Five Hundred Naira).

These are the Orders of this Court.

Dated at Effurun this ..... day of ..... April ..... 2022.



.....  
E. A. ODJUGO, ESQ.  
CHIEF MAGISTRATE GD. I  
(SPECIAL GRADE)