

STATE OF SOUTH CAROLINA
 COUNTY OF SPARTANBURG
 IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-42-2363

Senneca Trading Incorporated

George O. Nwachukwu; Eleke Ijioma,
 Celtex Export Corporation, Celtex, Inc.
 And Josling, Inc.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Court	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

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IT IS ORDERED AND ADJUDGED: See attached order Statement of Judgment by the Court:

MAR 20 2014

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk :

SC Court of Appeals

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
If applicable, describe the property, including tax map information and address, referenced in the order:		

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 TRIBUNAL CLERK

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

STATE OF SOUTH CAROLINA)
)
COUNT OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

Senneka Trading Incorporated,)
)
Plaintiff,)

ORDER

-vs-

Case No.: 2013-CP-42-2363

George O. Nwachukwu, Eleke Ijioma,)
Celtex Export Corporation, Celtex, Inc.,)
and Josling, Inc.)
)
Defendant(s).)

This matter is before this Court pursuant to the Order of Reference dated July 19, 2013. The final hearing was held on October 1, October 2, December 16 and December 17, 2013. The Plaintiff was represented by Matthew A. Henderson and the Defendants were represented by Thomas A. Belenchia.

After review of the pleadings, exhibits, testimony and argument of counsel for the parties this Court makes the following findings of fact and conclusions of law.

Findings of Fact

1. The Plaintiff, Senneka Trading Incorporated, is a Delaware Corporation doing business and owning real property in Spartanburg County, South Carolina. Robert Udeagha hereinafter referred to as "Bob", is the President of Senneka Trading Incorporated.
2. The Defendant George O. Nwachukwu hereinafter referred to as "George" is a resident of Spartanburg County, South Carolina and during the final hearing it was determined that he is an employee of the Defendant Josling, Inc.
3. The Plaintiff, Josling, Inc., hereinafter referred to as Josling, is a South Carolina corporation doing business in Spartanburg County, South Carolina.
4. During the final hearing it was determined that Eleke Ijioma was an employee of

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Josling, Inc., and that he should be dismissed as an individual defendant in this action. Also, it was determined that Celtex Export Corporation and Celtex, Inc., should also be dismissed as defendants in this action.

5. The Plaintiff and the Defendants George and Josling have had business dealings for several years starting back as early as 2001. During all of their business dealings the same basic procedures were followed. George would locate goods, Bob would pay for the goods and George would then bale the goods for which he received a commission and baling fee. These goods after being baled would be then placed in a shipping container and sent to Nigeria for resale to customers.

6. In late 2012, George contacted Bob to inform him that he had located textile goods in Watertown, North Carolina. Hereafter referred to as "Watertown" that he could purchase. At the final hearing Bob introduced documents which showed the flow of goods from Watertown to Spartanburg, South Carolina to be baled and placed in containers for shipping.

7. During the transaction involving the Watertown goods, a disagreement with the sellers of the goods developed. On April, 15, 2013, Bob and Steve Brown, one of the sellers, entered into an agreement settling the accounts as of that date, as shown in Plaintiff's Exhibit 4. It was agreed that Bob owed the Sellers an additional sum of \$15,346.34, which he paid.

8. After that settlement, the Watertown sellers would only deal with George for any future purchases. On April 16, 2013, Bob was going back to New York and gave George \$20,000.00 for George to purchase additional goods from Watertown. Defendant's Exhibit 14, shows that George did purchase additional goods contained in truck numbers, 53105, 175, 5383 and 5350. Bob claimed that the contents of truck numbered 175, 5383 and 5350 were purchased for Bob out of the \$20,000.00.

9. Bob testified, that during time that the goods were being loaded in Watertown, that he found lace and other valuable goods that he personally loaded in trailers to be shipped to Spartanburg for baling. Therefore, he knew that there was a large amount of lace and other valuable goods in the trailers that had been sent to Spartanburg to be baled.

10. In May, 2013, a disagreement developed between Bob and George because Bob believed that he was missing poundage based on the difference between what was weighed and shipped to Spartanburg and the weight of the material that was actually baled and either shipped or ready for shipment. On May 8, 2013, Bob sent a text to George setting out the terms of an agreement relating to goods contained in the trucks purchased after April 15, 2013 from the Watertown site.

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11. As a result of the disagreement, On May 31, 2013, Bob as President of Senneka Trading Incorporated filed this action seeking damages based on the allegations that poundage was missing and claiming that George had converted Bob's lace and other valuable goods to his own account.

12. A Temporary Restraining Order was issued on June 14, 2013, which was then amended on July 9, 2013. The Order was issued to restrain George from shipping three (3) shipping containers identified as PONU 749556-6, PONU 764375-0 AND MRKU 2080225 to Nigeria. Bob's sworn statement set out that he believed that the goods in those containers came from Watertown and belonged to him. Bob deposited a \$40,000.00 cash bond with the Clerk of Court for Spartanburg County as a requirement of the Temporary Restraining Order. The position taken by George was that the goods in the three (3) containers belong to him and because he owned the goods in the trailers listed on Defendants' Exhibit 14. Since the issuance of the Temporary Restraining Order, the contents of shipping containers PONU 749556-6, PONU 764375-0 AND MRKU 2080225 have been unloaded with half of the goods are being stored in the Plaintiff's warehouse and the other half are being stored in warehouse located at 400 Arch Street, Spartanburg, South Carolina.

13. This matter came for final hearing on October 1, 2 and December 16 and 17, 2013. During the hearing, Defendant's Exhibit 4, was introduced. Defendant's Exhibit 4 is a copy of a text message from Bob to George dated May 8, 2013. The Defendants claim that the text message gives all of the goods contained in the trailers purchased at Watertown after April 15, 2013 to George. Bob's position as to the contents of the May 8, 2013 text message was that if George did not bother the elastic, tread, webbing, zippers, trimming, laces, leatherettes, comforters, yard up prints and polo, etc, George could have trucks 5350, 175,53105 and 5383.

14. Throughout the hearings, testimony was given by several witnesses including the expert, Steve Brown, that the goods from Watertown could be not be positively identified and it was only by weight that goods could be identified. There was no way to determine which goods game at which time and which goods came from a specific site in Watertown.

Conclusions of Law

1. Defendant's Exhibit 4 is a copy of the txt/email sent to George Nwachukwu by Mr. Udeagha. This Court finds that this was an offer with a condition. The condition was that if the lace, etc was not touched, George could have the contents of the four (4) trailers that were purchased after April 16, 2013. However, from the testimony, those goods including the lace were not at Defendant's warehouse and had possibly been sold to a third party with the last name

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of "Pinto". There was no testimony from the Defendant as to what actually happened to the lace and other goods set out in the text message.

2. At the time the \$20,000.00 was given to George on April 16, 2013, there were no outstanding bills due to George nor was Bob aware of any indebtedness for commission and/or baling. I find that the \$20,000.00 given to George by Bob was to be used to purchase goods at Watertown for Bob. Based on that finding I have arrived at the following breakdown of amounts due and owing:

Purchase of goods at Watertown after April 16, 2013.

Truck #	Weight	Cost
5383	30,820	\$4,277.36
175	36,020	\$7,763.40
5350	36,280	\$3,877.43
Total	103,120	\$15,918.19
Delivery Cost (3 @\$550.00)		\$ 1,650.00
Total		\$17,568.19
Credit Due Senneka		
From \$20,000.00 given to George.		\$2,431.81

Commission/Baling due on 5383,175 and 5350 @ .10 per pound
\$10,312.00

Total of all commissions and baling due including above relating to all goods from Watertown. \$83,471.59
Credit -\$2,431.81

Total Due for commissions and baling minus credit \$80,312.20

Total paid for commissions and baling as Shown on Plaintiff's Exhibit 1 \$51,524.81

Total Due Defendant for commissions and baling after All credits \$28,787.39

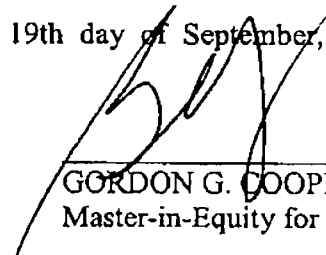
Based on the foregoing findings

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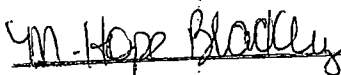
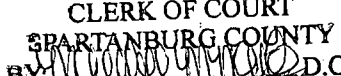
It is Ordered and Adjudged as follows:

1. That based on the stipulation at the final hearing, the Defendants, Eleke Ikioma, Celtex Export Corporation and Celtex, Inc., are dismissed from this action
2. The contents of the containers listed as PONU 749556-6, PONU 764375-0 and MRKU 2080225 which were the subject of the Temporary Restraining Order issued in this matter are found to be the property of the Plaintiff, free and clear of any claim of the Defendants.
3. That within ten(10) days of this Order, the Defendants shall deliver or cause to be delivered to the Plaintiff's warehouse, all of those baled goods which came from the containers listed above which are presently being stored at the Defendants' warehouse located at 400 Arch Street, Spartanburg, South Carolina, The Plaintiff shall inventory the goods and sign a receipt. The goods remaining in the Defendant's warehouse from Watertown totally approximately 48,000 pounds shall be the property of the Defendants.
4. Based on the above calculations, this Court also finds that the Plaintiff owes to the Defendants, George O. Nwachukwu and Josling, Inc., the total sum of \$28,787.39 which represents the unpaid commissions and baling for all goods from the Watertown deal.
5. This amount due to George O. Nwachukwu and Josling, Inc. shall be paid from the cash bond that is presently being held by the Clerk of Court for Spartanburg County. Upon presentation of a certified copy of this Order to the Clerk of Court, the Clerk shall issue a check in the amount of \$28,787.39 to George O. Nwachukwu and Josling, Inc. The remaining funds remaining on deposit in the case shall be refunded to the Plaintiff.
6. The Defendants have failed to carry their burden of proof as to the allegations set out in their counterclaims and therefore the counterclaims are dismissed.
7. Each party shall be responsible for their respective costs and attorney's fees.

DONE AND ORDERED this 19th day of September, 2013, at Spartanburg, South Carolina.


GORDON G. COOPER
Master-in-Equity for Spartanburg County

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BY:  D.C.
DATED 10-19-13

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