***Reply to our Lagos office/email address***

7th January, 2022

**Duncan Wene Mighty Okechukwu alias Duncan Mighty**

MIGHTY ‘N’ MIGHTY LIMITED,

No. 1, Wene Mighty Avenue,

Opposite Ebony Junction,

Rumoula Road, Port Harcourt,

Rivers State.

Email: [**mightynmighty@gmail.com**](mailto:mightynmighty@gmail.com)

Dear Sir,

**BREACH OF CONTRACTUAL OBLIGATION TO PERFORM AT THE GRAND OPENING FESTIVAL OF RESORTS CARABANA UYO ON 2ND JANUARY, 2022 AFTER RECEIVING THE SUM OF N3,000,000.00:**

**DEMAND FOR REFUND, PUBLIC APOLOGY AND DAMAGES.**

We are Legal Practitioners to **MR. NSE ESSIEN**, the Promoter of Resorts Carabana located in Uyo, Akwa Ibom State (subsequently referred to as our client) on whose behalf and firm instructions we write this letter to you.

Our client has briefed us as follows:

1. That Resorts Carabana is a public center for leisure, entertainment and relaxation established and promoted by our client.
2. You entered into a Contract with our client, under which you accepted our client’s offer to perform as a guest artist at the grand opening festival of Resorts Carabana held in Uyo on the 2nd day of January, 2022.
3. By the mutually agreed terms of the contract, the consideration for your appearance and musical performance at the event was N2,500,000.00 (Two Million Five Hundred Thousand Naira) in addition to the sum of N500,000.00 (Five Hundred Thousand Naira) for **business class air tickets** since you insisted on traveling by air to Uyo with two members of your crew.
4. Our client dutifully fulfilled his obligations under the contract by paying the sum of N3,000,000.00 (Three Million Naira) in two tranches of N2,000,000.00 (Two Million Naira) and N1,000,000.00 (One Million Naira) respectively being the cumulative amount accruable to you for your live performance and flight/travel expenses.
5. Being a public event, our client embarked on rigorous publicity and spent significant amount of money on advertorials announcing to the whole world that you, Duncan Mighty, will be performing live at the said event.
6. To the utter consternation and indescribable embarrassment of our client, you failed or refused to attend the well-publicized event. As a direct result of your absence at the event, our client has suffered emotional distress, psychological trauma, financial loses, reputational damage, negative business rating and public odium.
7. Our client has further briefed us that neither you, nor any member of your team, deemed it pertinent to reach out to our client after defaulting on your contractual obligation. You treated our client with contempt, not minding that our client had publicized your invitation to the event and spent considerable amount of money in furtherance of same.

It is the light of the foregoing that we demand the following from you:

1. Refund of the sum of N3,000,000.00 (Three Million Naira) paid into your account by our client which you have not earned, having failed to fulfil the purpose for which the money was paid by our client to you.
2. Publish a video on your Instagram page apologizing unreservedly to our client, his guests and members of the public who came to the event in expectation of your attendance and live performance.
3. Pay the sum of N10,000,000.00 (Ten Million Naira) to our client as damages for the breach of your contractual obligation, the resultant embarrassment, mental distress, reputational damage and financial loses occasioned to our client on account of your failure to perform at the event.

**TAKE NOTICE** that you are to meet the above demands within 48 hours of your receipt of this letter. We have the firm instructions of our client to explore all available legal remedies against you if you fail, refuse or neglect to meet these simple demands. **It is in your best interest to comply.**

Thank you.

**INIBEHE EFFIONG, ESQ.**

*Principal Counsel.*