

**IN THE DISTRICT COURT OF BAUCHI STATE
IN THE BAUCHI JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS COURT NO. 1 BAUCHI
SUIT NO SCCBH/15/2024**

Before His worship- GARBA ABDULLAHI

BETWEEN

MAIZE FARMERS ASSOCIATION OF NIGERIA.....CLAIMANT

AND

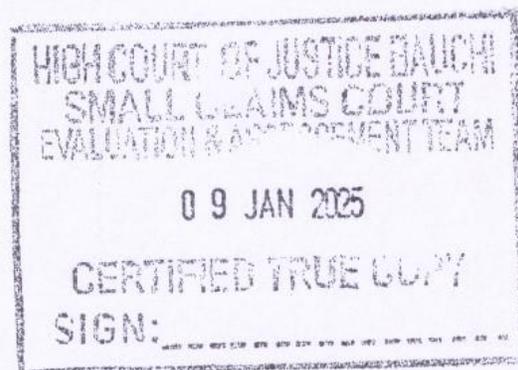
ABDULRAHMAN UMAR & 9 OTHERS.....DEFENDANT

CLAIMANT –Represented by Ahmad Bashir

DEFENDANTS – Absent

H D ISMAIL Esq for the claimant

P B Elisha Esq for the defendants



JUDGEMENT

This small claim matter brought and filed by the claimant pursuant to Article 2 (1) (2) and (3) of small claims court practice direction NO 2 of 2022, wherein the claimant fill form SCA 2 and 3 dated 25TH January, 2024 and filed on the same date seeking for the following reliefs;

- 1- AN ORDER of this Hon. Court against the defendants to pay the sum of N2,400,542 only being the money owing the claimant for the loan
- 2- Cost of this action N5000
- 3- Filing fees N2,500k only

The originating processes of this Hon. Court has been served on defendants as disclosed by affidavit of service deposed to by one Abdulsalam Abdullahi a bailiff of this Hon. Court. Dated 27/1/24 thereafter hearing commenced, in his effort to

proof his case the claimant has called lone witness and tender 10 Exh. i.e. the forms, which has been admitted in evidence and marked as Exh. A to J respectively, thereafter close his case. Defendants have called one witness thereafter close his defense, both parties filed and adopted their final address.

Review of the witnesses' testimony

CW 1 in person of Aliyu Adamu Affirmed and told this Hon. court that he is the financial secretary of the claimant, they engage in given loan every year to maize farmers (ANCO BORROWER), defendant obtained forms from the claimant and apply for loan, they deposited the sum of N20,000 each per hectare, then claimant 5 bags of N.P.K, 20 Kg OF seed, Urea fertilizer 2 liters, Micro fertilizer 2 liters, pesticide 2 liters, knapsack sprayer and the cost of transportation for maize recovered, N.P.K fertilizer to Bauchi, aggregate and storage, insurance, documentation, service digital monitoring and farm mapping.

He further told the court that they disbursed the said loan to defendants, the said form has been admitted in evidence and marked as Exh. A, B, C, D, E, F, G, H & I respectively, the accumulative amount per hectare is N154,311;00 only he urged the court to compel each of the defendant to pay the said amount and N50,000 only as cost of action.

During cross examination he told this Hon. court that the loan was given to a particular group but through Abdurahman Umar (1st defendant) he used to come with his secretary on behalf of al the defendants they were representing the cluster (group).

He also told the court that defendants each gave N20,000 only as deposit per hectare, one of the defendant paid the sum of N1,000 only, the Exh. A-I are the only agreement between the parties, the forms

indicate the hectares and it determine the amount of goods collected, the said defendant are owing the sum of N2,359,964,20K because they calculate the value of goods collected and the cost implication which indicate that every hectare is N145,311 only, the goods was shared to defendant on 25/6/2021, initially 4 bags of fertilizer was given to each defendant and later one bag was added to each of them.

No reexamination was conducted, and claimant apply to close his case

DW 1 in person of Musa Haruna affirmed and told this court that, he was given offer for loan of fertilizer under Anko borrowers programmed on condition that they must register with MAN Bauchi state chapter, form was given to them, they filled and affixed their passport waiting for the goods up to date, nothing was given to them.

During cross examination he answered that, they register with the claimant and they signed the forms, there group leader is one Abdurahman Umar and he paid N1500 per form

Parties have filed and exchange their final address, the learned counsel to defendant P B Elesha Esq formulate tow issues for determination as follows-

- 1- Whether the doctrine of that he who asserts the existence of certain facts must prove.
- 2- Whether a mere expression of interest to participate in a programme is conclusive evidence that one has participated in that programme.

On the first issue for determination the learned counsel submitted that he who assert must prove, the claimant is duty bound to prove what he asserted he refer this court to section 131 (10) of E A 2011 as

amended and the claimant failed to discharge the burden placed on him by the law.

He further argued that there is nothing to indicate that the application of the defendant to be members of the claimant was granted or refused he refer me to the section of the form title "FOR OFFICIAL USE"

That piece of evidence disclosed that there is no nexus between the claimant and the defendants, in the first place as they vehemently denied being members of the claimant therefore the claimant has evidently failed to discharge the onus placed on him and the opponent need not prove any fact IMAM VS SHERRIFF (2005)4 NWLR (PT 914)80

Finally, the learned counsel on burden on prove in civil matter refer this Hon. court to the case of OKECHUKWU NDAH (1967) NWLR 368, AKINFOSILE VS EJOSE (1960) SCNLR 447, NBN LTD VS OPEOLA (1990)1 NWLR (PT319) 126 among other cases and urge me to dismiss the claimant's claim

On issue NO 2 he submitted that a mere expression of interest cannot and does not amount to being member and to conclude that defendant did partake in the programmed in or about the year 2021 simply because they submitted an expression of interest.

He further argued that the relationship between the parties in this case is mere application seeking to join as members and to participate in the proposed programmed of the claimant in the year 2021

The learned counsel defines the memorandum of sale in call in aid the case of UZEAGWU VS IFEKANDU (2001) 17 NWLR (PT 741)49 @70

The learned counsel also submitted that although the authority just cited deals with land matter in respect of land sale but same applies to all other memorandum and urge me to so hold and dismiss this suit.

In his final written address, the learned counsel the claimant Moh'd Abubakar Esq distilled two issues for determination as follows; -

- 1- whether having regard to the evidence and materials placed before the court, the claimant is entitle to judgment of this Hon. court in this suit
- 2- whether having regard to the evidence of the defendants in defense of this suit, the defendants have any defense against the claimant's claim.

On issue NO 1 the learned counsel answers it in positive and submitted that considering the unrebutted and firm evidence of PW 1 as well as the Exh. tendered the claimant has duly discharge the legal burden placed on him, as to the burden of proof on whom lies he refer the court to section 131,132, and 133 of E A 2011 as Amended and the case of ADIGHEIJE VS NWAOGU (2010)12 NWLR 9pt 1209) PG 419 at pp 458 and C.P.C VS INEC (2011) 18 NWLR (PT 1279) P 493 AT P 539-540

He further submitted that PW1 who gave the items to defendants stated how and when it was given and the deposit given as collateral by the defendants, that piece of evidence being not debunked by the defendant during cross examination should be believed and acted upon by this court he cited the case of NASIR VS KANO STATE (2010)6 NWLR (PT1190) P 253 at 267 paras. C-F

Finally urge me to resolve this issue in favor of the claimant and enter judgment against the defendant accordingly.

On the 2nd issue for determination the learned counsel answers it in negative and submitted that the claimant have discharge the burden place on law by the law and call in aid the case of C.P.C VS INEC (sura)

And argued that defendants have woefully failed to exonerate themselves from liability consequent upon which the claimant deserved to have the judgment of this court in their favor he call in aid the case of ADIGHIJE VS NWAOGU (2010)12 NWLR (PT1209) P 419

The learned counsel further submitted that the address of the counsel no matter how brilliant cannot take the place of evidence the refer this court to the case of ADUA VS ESSIEN (2010)14 NWLR (1213) PG 141 @ 147 R 8 AND URGED ME TO DISCOURTENANCE THE ARGUMENT OF THE LEARNED COUNSEL TO THE DEFENDANTS AND enter judgment against them as the claimant is entitle to the relief sought

Having taken into consideration the submission and argument of both counsel to the parties in this case, evidence before the court and the facts and circumstances, it is clear that the issues formulated by the learned counsel to defendants and that of the claimants are interwoven, interrelated, and not dissimilar therefore are hereby amalgamated and compressed thus'-

“Whether the claimant proof his case by preponderance of evidence to be entitle to judgment”

By law the claimant duty to proof his claim ,remains inviolate, whether or not the case Is defended by the defendant and the claimant is expected to succeed on the strength of his own case not on the weakness of the defendant, therefore claimant must proof his case to the balance

of probabilities I refer myself to the case of LONGE VS C B N (2006)³ NWLR (PT967) 228 ITAUMA VS AKPA-IME (2000) 7 SC (PT 11)²⁴, and IMAM VS SHERIFF (2005)⁴ NWLR (PT 914)⁸⁰

It is in record that PW 1 in person of Ahmad Jibrin (representative of the claimant) testify to the effect that, defendant has apply for loan of farm input from the claimant, forms has been given to them to fulfill and returned to the claimant as part of the conditions for granting the application and the defendant have comply, the said form having not objected by the defendant has been admitted in evidence and marked as Exh. A-I respectively

The law is trite that admissibility of document is one thing and the probative value of the document admitted is another thing, I had the opportunity to peruse the content of the said exhibits it contain the Bio data of the applicants (defendants), special farm group information and guarantee dated and duly signed by the defendants therefore to me the said exhibits satisfied the requirement of the law and deserved to be given probative value and I so hold.

It is clear from the record that the said exhibits has ten tendered through PW 1 and he testified as to it content and relevancy to this case at hand, therefore the said document not only speaks to itself but the witness speaks to it in line with the laydown procedure and more than practice.

It is trite law, documentary evidence, no matter its relevance, cannot on its own speaks for itself without the aid of an explanation relating to its existence.

The validity and relevance of documents to admitted facts or evidence is when it is done in an open court and not the matter of counsel address,

I refer myself to the case of DAME PAULINE K. TALLEN & ORS VS DAVID JONAH JANG 7 ORS (2011) LPELR-9231 C A

It in record the evidence of PW1 to the effect that he each of the defendant deposited the sun of N 20,000 only as collateral and the items distributed to the claimant as loan which include fertilizer, different brand, seed, sprayers etc. has not been discredited during cross examination and I so hold.

The position of the law is trite that discredited evidence the court can safely rely on it for just determination of a matter, I refer myself to the case of **NASIR VS KANO STATE (2010)6 NWLR (PT1190) P 253 at 267 paras. C-F (supra)**

During cross examination PW 1 told this court how he arrived at the total amount of money claim against the defendant and the date which such items was shared among them, the sum of N2,359,964,20K because they calculate the value of goods collected and the cost implication which indicate that every hectare is N145,311 only, the goods was shared to defendant on 25/6/2021, initially 4 bags of fertilizer was given to each defendant and later one bag was added to each of them among other things.

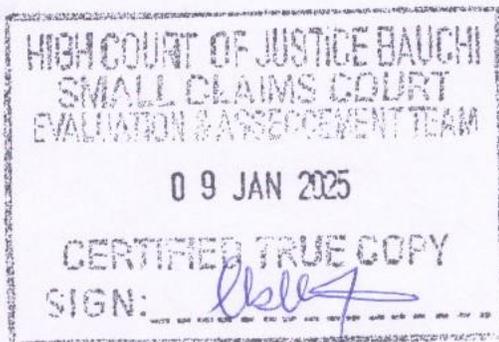
Defendants in their defense DW 1 told the court that they were given the forms by the claimant they fulfill and returned it back to defendant still awaiting for the loan, during cross examination he admitted that they gave the sum of N20,000 as collateral to defendant and the forms contain their bio data passport of the applicant and his signature, therefore to me having taken into consideration the evidence of both parties it is my humble view that the scale of justice tilt to the side of

the claimant therefore he discharge the burden place on him by the law and deserved to have the judgment of this court in his favor.

Therefore, and I hereby enter judgment against the defendants and make the following order to jointly and severally pay

- 1- The sum of N2,359,964.20k owing for the farm's items collected as loan to the claimant
- 2- N30,000, 00k only as professional fees
- 3- N2,500, 00k only as cost of action

This case is decide today being 9TH January, 2025 there is right of appeal to High Court of Justice Bauchi within 14 days by the aggrieved party



THE CHIEF MAGISTRATE
GARBA ABDULLAHI
CHIEF MAGISTRATE
SIGN: _____