

**IN THE DISTRICT COURT OF BAUCHI STATE  
IN THE BAUCHI JUDICIAL DIVISION  
HOLDEN AT SMALL CLAIMS COURT NO. 1 BAUCHI  
SUIT NO SCCBH/13/2024**

Before His worship- GARBA ABDULLAHI

**BETWEEN**

**MAIZE FARMERS ASSOCIATION OF NIGERIA.....CLAIMANT**

**AND**

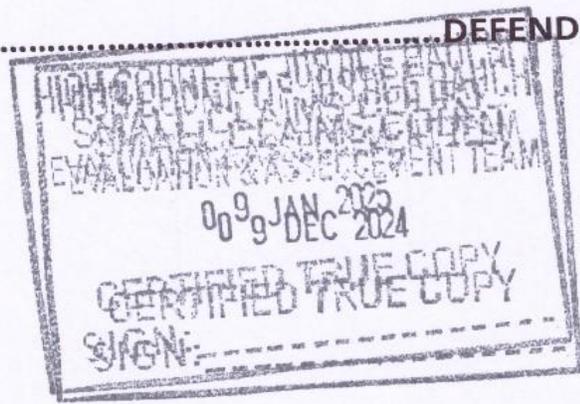
**AUWALU IBRAHIM & 3 OTHERS.....DEFENDANT**

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 25<sup>TH</sup> 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 N214,542 00 only being the money owing the claimant for the loan
2. Cost of this action N2,500
3. Filing fees N5,000k 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 29/1/24 thereafter hearing commenced, in his effort to proof his case the claimant has called lone witness thereafter close his case. Defendants have called one witness thereafter close their defense, both parties filed and adopted their final address.

## Review of the witnesses' testimony

CW 1 in person of Aminu Adamu affirmed and told this Hon court that loan was given to them of farm inputs such as fertilizer N.P.K 5 Bags, seed 20 kg of maize, liquid urea fertilizer 2 liters, Micro nominee fertilizer 2 liters, pesticide 2 liters, sprayer 1 per hectare and other cost implication of transportation, of fertilizer, mapping and other expenses at the total amount of N154,311 only, they deposited the sum of N20,000 only as collateral each, now there is balance of N134,311 only unpaid and the said loan was given on 25/6/21

During cross examination he told the court that they got the items through loan from ANCHOR BORROWER PRORAMMED, and gave same to defendants, forms was given to defendants

DW 1 in person of Auwalu Ibrahim affirmed and testified to the effect that they were told that ANCHOR Borrower will give loan, but he must register with the claimant, forms was given to them they filled and returned it to the claimant later on they received summons from court nothing was given to them

During cross examination he told this court that claimant gave them forms for the loan facility of farm inputs they fill and return it

In his final written address, the learned counsel to defendant formulated two issues for determination as follows-

- 1- Weather the doctrine that he who assert the existence of certain facts must prove.
- 2- Weather 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 the law posit that he who assert must prove, therefore the claimant is duty bound to prove his assertion he cited the provision of section 131 910 of E A 2011 as amended, the claimant has failed to prove that defendant were duly registered with the claimant, there is no nexus between the claimant and the defendants nor document before he court to show that the defendant had acted lor behave like members of the

claimant there for the defendant failed to discharge the burden of prove he call in aid the case of IMAM VS SHERRIFF (200504 NWLR (PT 914)80, OKECHUKWU VS NDAH (1967) NMLR among other long line of case in support of his argument and urged me to dismiss this action

On the 2<sup>nd</sup> issue for determination the learned counsel answers it in negative and submitted that mere expression of interest cannot be considered as defendant partake in the programme in the year 2021 or there about

The only relationship between the parties in this case is application seeking to be joint as members in the programme the learned counsel refer me to the exhibit i.e. the forms and as to meaning of memorandum of sale transaction in law he refer me to the case of UZOEGWU VS JFEKANDU (2001)17 NWLR (pt741) 49 @ 70

And finally urged me to resolved this issue in favor of the defendant and dismiss this suit

In his final written address, the learned counsel to the claimant distilled two issues for determination of this case as follows; -

- 1- Whether having regard to the evidence and materials placed before this Hon. court, the claimant is entitle to the judgments 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 claimants claim.

On the first issue for determination the learned counsel answers it in positive and submitted that considering the rebutted and firmed evidence of PW 1 as well as Exh. tendered the claimant has duly discharge the legal burden place on him by the law, he calls in aid the case of ADIGHIJE VS NWAOGU (2010) 12 NWLR (pt 1209) p 419 and C.P.C VS INEC (2011) 18 NWLR (PT1279) P 493 AT 539-540

He further submitted that PW1 told this Hon. court that how and when the items were given to defendants as well as the deposit given by the defendants, the forms purchase fill and returned to the claimant, that piece of evidence is unchallenged and urge the court to so hold he refer the court to the case of Nasir vs C.S.C Kano

state (2010)6 NWLR 9PT 1190) P 253 at 267 and urged me to enter judgment in favor of the claimant

On the 2<sup>nd</sup> issue the learned counsel answer it in negative and cited the case of C.P.C VS INEC (supra) and ADIGHIJE VS NWAOGU (supra)

He finally urged the court to discountenance the argument of the learned counsel to defendant as the address of the counsel cannot take the place of evidence, he call in aid the case of ADUA VS ESSIEN (2010) 14 NWLR (PT 1213) PG 141 2147 r s and urged me to enter judgment against the defendants

Having perused the addresses of both parties as well as the authorities cited and relied upon by both counsels this Hon. court adopted the first issue distilled by the parties in their final address as it issues for determination of this case which is hereby reproduce thus

‘Whether or not the claimant has discharged the evidential and statutory burden place on him to be entitled to judgment’

**it is the requirement of the law that the plaintiff succeed on the strength of his case and not the weakness of the defendants and parties right are decided on the preponderance of evidence. And also the burden of prove of claim rest squarely on the claimant to establish her case to the required standard see the case of AKANDE VS ADISA & ANOR (2012) 8 SCM 56-60 r 1 & 3**

**it is apparent that PW1 testified to the effect that defendant purchase form from it with a view to became its member to enable them obtain loan, they fill and returned the form, and they deposited N20,000 only as collateral each and the loan of farm product which include five bags of N.P.K fertilizer, urea fertilizer, prayer and bag of maize seed among other was granted and given to them, that piece of evidence is uncontroverted.**

It is also in evidence of sole witness to the claimant (PW 1) that the said loan was given to the defendant on 25/6/21 having calculate the expenses and cost now there is remaining balance of N134,311,00 only unpaid per hectare that tacit evidence remains unshaken,

The law is settled uncontradicted and discredited evidence the court are enjoy to rely on for just determination of a matter before it I refer myself to the case of NASIR VS KANO STATE (supra)

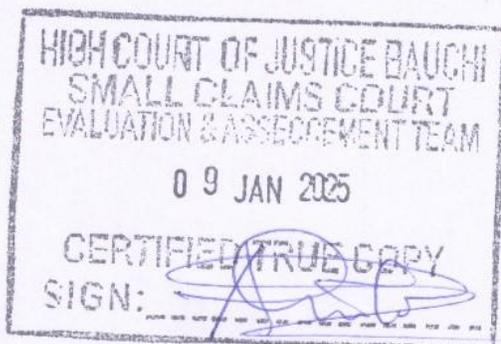
It is in record DW 1 told this Hon. court that they purchase form from the claimant fill and return it, and did not deny the fact that they deposited the sum of N20,000 only before given the loan by the claimant, he just told the court that they are awaiting for the loan.

Therefore, based on the above evidence I am convinced that the claimant discharges the evidential burden place on him by the law as the scale of justice tilt to it side.

On the whole I resolved the lone issue formulated in favor of the claimant, it prove it case by preponderance of evidence and deserved to have the judgment of this court in it favor, therefore I enter judgment against the defendant and make the following orders

- 1- AN ORDER of this Hon. Court against the defendants to pay the sum of N214.542 00 only being the money owing for the loan of farm facilities
- 2- Cost of this action N2,500
- 3- Filing fees N5,000k only

This case is decide today being 9/1/25 there is right of appeal to High Court of Justice Bauchi within 14 days by the aggrieved party.



THE CHIEF MAGISTRATE  
SIGN: [Signature]  
GARBABABU  
CHIEF MAGISTRATE