

**IN THE DISTRICT COURT OF BAUCHI STATE  
IN THE BAUCHI JUDICIAL DIVISION  
HOLDEN AT SMALL CLAIMS COURT NO. 1 BAUCHI**

**SUIT NO SCCBH/14/2024**

Before His worship- GARBA ABDULLAHI

**BETWEEN**

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

**AND**

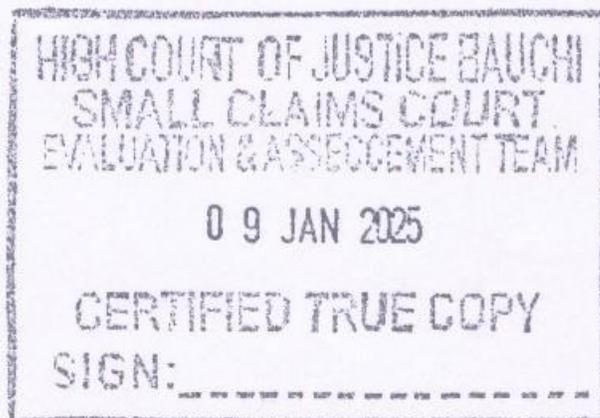
**HALLIRU MUHAMMADU & 5 ORS.....DEFENDANTS**

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 N1,287,253.02 only being the money owing the claimant for farming facility granted by the claimant
2. Cost of this action N2,500 only
3. Filing fees N50,000k 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 Aliyu Adamu affirmed and told this Hon court that loan was given to defendants through him 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 per hectare, they deposited the sum of N20,000 only as collateral each, now there is balance of N134,311 only per hectare, unpaid and the said loan was given to defendants on 25/6/21

He further informed this court that forms were given to defendants as part of the process for granting facility, they fill and returned same to the claimant, defendant refuse to upset the loan up to date despite several demand

During cross examination he told this court that, the claimant is a registered association and they used to called the applicant group by group and give them loan facility upon fulfilment of conditions, the said items given as loan was handed over to Isa Musa for himself and on behalf of the other defendants because he is their representative

No reexamination was conducted

**DW 1 in person of Rufai Maigari affirmed and told this Hon. court that, there was a time loan was brought from C.B.N but on conditions that they must register with the claimant, they bought the forms filled and returned it and they paid for the forms N3,000k later on we were summons to appear before the court**

**During cross examination he told the court that their transaction was between the parties in this case**

**The claimant is expected by law to plead and support his claims by credible and convincing evidence and that evidence should preponderance in civil matters before those claims can be succeeded and where he fails to discharge the onus, his claim is bound to fail see the case of HANZA VS KURE (2010) 42 NSCQR (PT. 1) 592 at 595**

Parties have filed and adopt their final written address, learned counsel to defendant in his address formulated two issues for determination as follows

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

On the first issue the learned counsel to defendant cited the production of section 131 (1) of E A 2011 which reads

“Whoever desire any court any court to give judgment as to any legal rights or liability dependent on the existence of facts which he asserts must prove that those facts exist”

He submitted that the claimant has failed to prove that the defendant was duly registered with the it and by careful looking at the exh. particularly the section titled “for official use” which disclosed that whether the application was approve or not, therefore there is no nexus between the claimant and the defendants.

He further argued that the forms seek to be relied on to established their linkage with it, the forms did not connect the parties in this case, therefore the claimants failed to discharge the burden place on it by the law he cited the case of IMAM VS SHERRIF (2005) 4 NWLR (914) 80 and section 135 to 139 E A 2011

Generally, the burden of proof lies on a party who assert the affirmation of a particular issue. He refers me to the case of MERSSRS LEWIS AND PEATS LTD VS A.F AKHIMIEN (1976) 7 SC 157 at 169 Kennedy vs INEC (20101) Ipeir-9134 and urge me to hold that claimant has failed to discharge the statutory burden place on him, the document admitted were never certified as required by the law ben photocopies require certification

On the 2<sup>nd</sup> issue the learned counsel argued that mere expression of interest does not and cannot amount to being a member, the relationship between the parties in this case is an inchoate application seeking to be joint as members to participate in the programme of the year 2021, the parties were still in the agreement state.

The learned counsel defines the memorandum of sale and refer the court to the case of UZEAGWU VS IFEKANDU (2001) 17 NWLR (PT741) 49 @ P. 70

And submitted the authority just cited deals with land but can still applies in other transaction deals with forms as in the instant case.

Finally urge me to resolved the said issues in favor f the defendant and dismiss the case

The learned counsel to the claimant in his final address formulated two issues for determination which are hereby reproduce as follows-

1. "whether having regard to the evidence and materials placed before this Hon. Court, the claimant is entitled to the judgment of this court in this suit
2. "Whether having regarded the evidence of the defendants in defense of this suit, defendant 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 un rebutted and firm evidence of CW 1 as well as Exh. tendered the claimant has discharge the burden placed on him by the law he refer this court to the section 131, 132 and 133 of the E A 2011 as amended and the case of ADIGHIJE VS NWAOGU (2010) 12 NWLR (PT 1209) P.419 and C.P.C VS INEC (2011)18 NWLR (PT 1279) P 493 at 539-540

He further argued that apart from the form purchased by the defendants they fill and returned it and they also gave deposit, that piece of evidence was not debunked by the defendants under cross examination and urged me to so hold

He call on aid the case of NASIR VS C.S.C KANO STATE (2010)6 NWLR PARA C-F where the court held thus

“Evidence that is relevant to the matter in controversy and has not been challenged or debunked remains good and credible evidence that may be used in the just determination of a dispute.”

In the right of the above the learned counsel urge me to hold that claimant has prove his case to the balance of probabilities and urged the court to grant all the reliefs sought in this suit

On the 2<sup>nd</sup> issue for determination the learned counsel answers it in negative and argued that in the circumstances of this case the applicant having discharge the it burden now the burden shift to defendants he call ion aid the case of C.P.C VS INEC (supra) and ADIGHIJE VS NWAOGU (supra)

He further submitted that defendants were not able to debunked the testimonies of the claimant witnesses and defendants has failed to establish any defense and urged me to discountenance all the argument of the learned counsel to defendants as the address of the claimant no matter how brilliant and eloquent cannot take the place of evidence he call in aid the case of ADUA VS ESSIEN (2010)14 NWLR (1213) PG 141 @ 174 R 8

Finally, he submitted that in civil cases the court usually weight evidences adduced by the parties and decides based on predominance evidence he cited the case of AIYETORO COMM. TRAD. CO LTD VS N.A.C.B LTD 92003) 3 NWLR 9PT 834) P 346 and urged he court to enter judgment in favor of the claimant

After hearing the submission and argument of both parties and having taken into consideration the facts and circumstances of this case this Hon. court formulate lone issues for determination thus

The claimant is expected by law to plead and support his claims by credible and convincing evidence and that evidence should preponderance in civil matters before those claims can be succeeded and where he fails to discharge the onus, his claim is bound to fail see the case of HANZA VS KURE (2010) 42 NSCQR (PT. 1) 592 at 595

it is in record of this court that the crux of this matter is the loan facility transaction entered into by the parties, CW 1 in his evidence told the court that the claimant has given loan of farm inputs, as follows, five bags of fertilizer N.P.K, 2 Liters of Urea liquid fertilizer, seed, sprayer among others and the defendant deposited N20,000 only per hectare, that fixed of evidence has not been contradicted during cross examination, the law is trite that court can safely relied on it for just determination of a matter before it, I refer myself to the case of OYETAYO VS MOSOJO (1977) 10NWLR (PT526) 627 DIMLONG VS DIMLONG (1998) 2 NWLR (pt538)381 C A IFEA CHUKWU OSUNDU VS AKINGBE (1999)11 NWLR (PT 625) 1 S C

The testimony of CW 1 has not been controverted during cross examination, it has been a long-time practice that where the evidence is uncontroverted, unchallenged and credible it ought to be accepted see the case of MILITARY GOVERNOR OF LAGOS STATE & ORS VS ADEBAYO ADEYIGA & OTHERS (2012) 5 NWLR (PT1293) 291 at 331-332

The claimant evidence vis sa vi the exhs. Is very clear, concise and instructive to show that a binding contract of for loan facility exist between the parties in this case, on the binding nature of contract I refer myself to the case of U.B.N VS AJAGULE (2011)12 (PT 11) MJSC 160 AT PARA 6

**As to the EXH. before the court it is trite law that document speaks for itself where the it assists in making the subject matter of dispute clear as in the instance case see the case of RAUF AREGBESOLA & 2 ORS VS OLAGUNSOYE & 2 OTHERS (2011) 9 NWLR PT 1253 Pg 582 C-E**

DW 1 told this court that they were informed about Anchor Borrower, they obtained forms and paid for registration

During cross examination he told the court that, they registered with the claimant, they have fill and returned the forms to the claimant

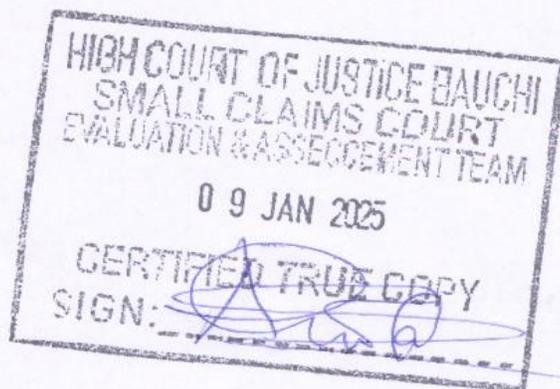
Having taken into consideration of the evidence of defendant did not deny the fact that the sum of N20,000 was paid to the claimant as deposited and question was not asked to that effect under cross examination furthermore

Therefore, parties are bound by the agreement voluntarily entered into see the case of A G FERRERO & CO LTD VS H C (NIG) LTD (2011)13 NWLR PT 1265 529

On the whole having use imaginary scale I am of the view that the claimant prof his case to the balance of probabilities to be entitle to judgment and judgment is hereby enter against the defendant base on the following order

1. AN ORDER of this Hon. Court against the defendants to pay the sum of N1,287,253.02 only being the money owing the claimant for farming facility granted by the claimant
2. Cost of this action N2,500 only
3. Filing fees N5,000k only

This case is decide today being 9<sup>th</sup> January, 2025 there is right of appeal to High Court of justice Bauchi within 30 days by the aggrieved party.



  
GARBA ABDULLAHI  
CHIEF MAGISTRATE