

**IN THE DISTRICT COURT OF BAUCHI STATE  
IN THE BAUCHI JUDICIAL DIVISION  
HOLDEN AT SMALL CLAIMS COURT NO. 1 BAUCHI  
SUIT NO SCCBH/18/2024**

Before His worship- GARBA ABDULLAHI

**BETWEEN**

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

**AND**

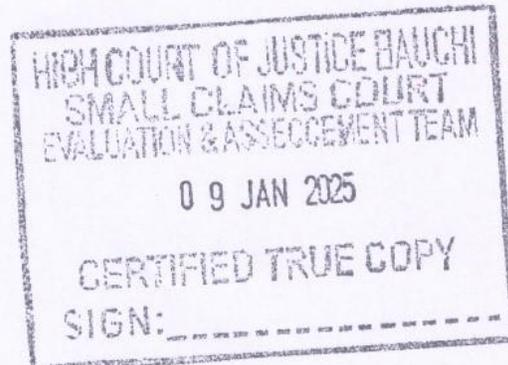
**USAINI ABDU & 5 OTHERS.....DEFENDANTS**

CLAIMANT –Represented by Ahmad Bashir

DEFENDANTS – Absent

H D Ismail Esq for the claimant

P B Elisha Esq for the defendants



**JUDGMENT**

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 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 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, 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 they filled and return it, these forms has been admitted in evidence and marked as Exh A-F respectively.

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 summonses 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. Whether the doctrine that he who assert 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 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 council refer me to the exhibit i.e. the forms and as to meaning of memorandum of sale transaction in law, he refers me to the case of UZOEKWU 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 call 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 eater 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”

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 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 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 content of Exh. A-F corroborate the testimony of CW 1 and speaks for it self

DW 1 in his evidence told the court that, forms were given to them by the claimant for loan facility they fill and return it waiting for the loan but up to date nothing was given to them

However, it is part of the evidence of CW 1 that defendant have deposited the sum of N20,000 only and that evidence remained unshaken.

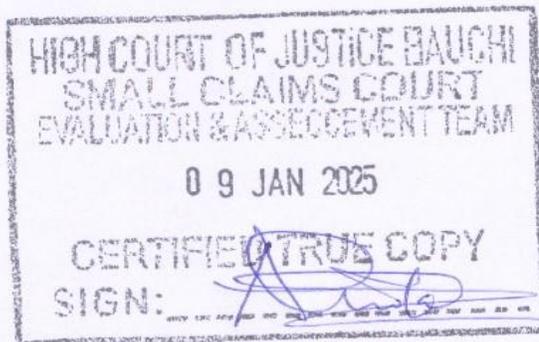
Let me re-emphasis that generally in civil cases, proof is based on the preponderance of evidence adduced at the trial see the cases of ODUTOLA VS AIYELERU (1985) 1 NWLR (PT 11) 92 and the case of OSUJI VS EKEOCHO 92009) 16 NWLR (PT 7166)

On the whole I am convince that the evidence of the claimant is believable which this court can take it into consideration and enter judgment in favor of the claimant therefore judgment is hereby enter

**against the defendants and make the following orders jointly and severally**

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



*[Handwritten Signature]*  
**GARBA ABDULLAHI  
CHIEF MAGISTRATE**