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**IN THE PRINCIPAL DISTRICT COURT OF BAUCHI STATE OF NIGERIA  
IN THE SMALL CLAIMS COURT OF AZARE MAGISTERIAL DISTRICT  
HOLDEN AT AZARE**

Before:

His Worship Kawu Bala, Presiding Principal District Judge on Monday, 30th October, 2023

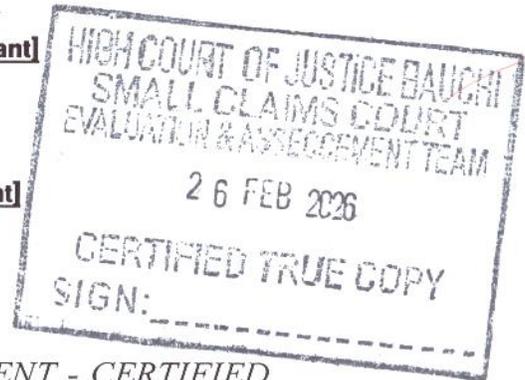
**Case No. SCC/AZ/8<sup>CV</sup>/2023**

**In the matter between:**

**Abdullahi Mohammed Jauro [Claimant]**

v.

**Lamara Adamu Abunari [Defendant]**



**SUMMARY**

*ADMISSIBILITY OF EVIDENCE - DOCUMENT - CERTIFIED TRUE COPY OF RECEIPT - Objection by the defence on ground that the receipt was unsigned prior to the issuance - HELD receipt is admissible and objection overruled.*

**RULING ON ADMISSIBILITY**

- [1] In the course of giving Evidence-in-Chief on 9th of October 2023, PW1 sought to tender receipts of delivery of blocks to the defendant. The receipts, according to PW1, were issued when the father of the defendant requested that a receipt be issued. According to PW1 the defendant's father added that the claimant always bring to him the book that shows how many blocks were delivered and therefore PW1 said he went home and produced the receipt to the defendant's father. However, when the claimant sought to tender in evidence the receipts for the six and the nine inches blocks said to have been delivered in the transaction, the defendant objected to the admissibility of the receipts. The ground for the objection is that the receipts have no signature of the defendant.
- [2] The issue now I have to resolve is whether or not to admit the receipts in evidence.

denied the entire claim. However for reasons known to the defendant's side, the defence counsel applied for a date to see if they can amicably resolve the dispute and report back to this Hon. Court. Responding, the claimant told this Hon. Court also the parties sat before the Registrar High Court of Justice Azare and according to him, the defendant paid him certain amount.

[3] Having heard that the parties appeared before the Registrar High Court of Justice Azare for their dispute; this Hon. Court drew the attention of the parties to the anomaly that occurred in that it is improper to even appear before any registrar to resolve a legal issue because adjudication of dispute is beyond the powers of registrars of the courts. In its wisdom, this Hon. Court anyway granted the application made by the defence to see if the parties could take the chance to resolve their dispute out of court in line with the spirit of the Small Claims Court as provided under Article 9(1) of the Practice Direction of the Hon. Court and then report back for adoption. The defence counsel on 29th September, 2023 however told this Hon. Court that the move for settlement has not been reached. The defence counsel still applied for a date to continue to explore the settlement option. The court rejected the second application made by the defence counsel on the ground that the claimant was even adamant when the first application for out of court settlement was made by the defence as entertained by the court. I said that I will not fetter my discretion.

[4] When asked about his claim, the claimant thus told this Hon. Court that he has a dispute in respect of a plot of land transaction he had with the defendant at the sum of ₦1, 700, 000.00 (One million seven hundred thousand Naira) only. He said he also sold blocks to the defendant valued ₦1, 299, 300.00 (One million two hundred and ninety-nine thousand three hundred Naira) only and the money has not been paid to him by the defendant. The claimant further told this Hon. Court however that the defendant paid him ₦300, 000.00 (Three hundred thousand Naira) only out of the respective claims. The claimant equally explained to the court



that since the defendant paid him ₦300, 000.00 (Three hundred thousand Naira) only out of the two transactions, his total money demand (claim) is now ₦2, 699.000.00 (Two million six hundred and ninety-nine thousand Naira) only.

[5] When asked by the court if he accept or deny the claim, the defendant categorically denied. The claimant was directed by the court to present his witness or witnesses, including documents if any. The case was adjourned and the hearing then slated to be 6th October, 2023.

[6] PW1, ABDULLAHI MOHAMMED JAURO who is the claimant testified on 6th October, 2023 that the defendant called him at home on 27th September, 2020, so as to meet him at his Block Factory at Fatara Azare. He said they passed by each other around the College for Administration and Business Studiies (CABS). He said he called the defendant on phone that he arrived at the Factory and saw the defendant going back which the defendant confirmed to him. He said the defendant then told him that he want blocks and are okay for him and that the blocks (6 and 9 inches) should be taken to 'Gida Dubu' where this court learned that the defendant was having construction contract at the time. He said he met the father of the defendant who equally said he should deliver the blocks to the defendant. He said that day 4 trips of blocks were delivered. He said the defendant also called on phone where he confirmed the delivery of the 4 trips. He said each trip was 400 blocks of 9 inches and 20 blocks added to cover damaged or broken blocks and 500 loaded and 20 extras added for 6 inches. He said in total, 17 trips were delivered. He said they went with the book of record and sat with the defendant together with his father to see what was delivered. He said the defendant disagreed with one trip where the claimant said it should be cancelled. He said the father of the defendant then said the receipts should be issued. He said he wrote two receipts, one for the 6 inches blocks and the other for the 9 inches blocks where the father of the defendant said the claimant should be patient until they get money to pay. He said when he was not paid; he went to their place (the



defendant's family house) together with one Umar (the driver of the vehicle that delivered the blocks). He said the defendant said to him even if not paid, he was waiting for the Governor to sell houses in Udubo for them and they will pay. He said the defendant even told him that he was helping them with the delivery of the blocks. He said he told the defendant that he only knows him and then the defendant said to him he should continue to deliver more blocks and that he has nothing to fear since the contract work is in their hands. He said the defendant then called Alhaji Mukhtari Mu'azu Shira on hands-free where the defendant and Alhaji Mukhtari Mu'azu Shira dragged for a while between themselves. He said Alhaji Mukhtari Mu'azu Shira said the claimant's money with him is ~~N~~400, 000.00 (Four hundred thousand Naira) only. It is the testimony of PW1 that he said he does not know Alhaji Mukhtari Mu'azu Shira since he only delivered the goods to the defendant. He said the defendant then stated to him that that they have a plot of land with him (Mukhtari Mu'azu) and if sold even today, the claimant's money will be paid to him. He said the defendant also offered to the claimant a plot of land situate at 'Gidan Kifi' valued ~~N~~20, 000, 000.00 and should off-set the balance and collect it which the claimant replied that the land is beyond him in order not to affect his working capital.

- [7] It is the testimony of PW1 that the business of the plot of land was in 2018, being the first business before the blocks were delivered to the defendant. He said the defendant offered the plot of land for sale but he said he rejected it. He said the defendant however insisted with the business deal and said the plot of land was priced ~~N~~1, 900, 000.00 (One million nine hundred thousand Naira) only but he (the claimant) should pay ~~N~~1, 700, 000.00 (One million seven hundred thousand Naira) only for it. He said he told the defendant he had no money; however the defendant said he should give whatever he has and that since he (claimant) delivered blocks and cement for him at Shira, it should be regarded that the claimant has given to him (defendant) the sum of ~~N~~800, 000.00 (Eight hundred thousand Naira) only. He



said he then later gave ~~N~~500, 000.00 (Five hundred thousand Naira) only to the defendant. It is further the testimony of PW1 that the defendant instructed him to give one Alhajiwa ~~N~~400, 000.00 (Four hundred thousand Naira) only to deliver to him. He said he does not know whether it was delivered by hand or it was transferred to the defendant. He said when they sat before Lili [Registrar High Court Azare], the defendant said he does know about the ~~N~~400, 000.00 (Four hundred thousand Naira); however he said the defendant accepts ~~N~~1, 300, 000.00 (One million three hundred thousand Naira) only. He said when they called Alhajiwa on phone, he said he cannot recall or dispute it and PW1 added that he had wished the money was deposited via bank.

- [8] It is also the testimony of PW1 that he told the father of the defendant about the plot of land transaction and that the father of the defendant said even if they die, the money will be paid. He said he later told the defendant who was away in Lagos at the time about the claim to the plot of land by another person. He said the defendant did not address the issue in respect of the plot of land from January to December, 2022. He said the following day after complaining about not having the plot of land and that his money has not been returned to him, the defendant called him to meet him at 'Kofar Danlantu' near the house of Sarkin Yaki where they proceeded to see the DPO (Divisional Police Office Azare). He said at the police station it was ascertained that the plot of land was sold to different people and at the end one Ibrahim Adamu Umar was ascertained to be the real owner. He said the DPO directed all the persons that sold the plot of land in contention to pay the money back to the respective buyers of the plot of land. He said the defendant however left instead to wait and write statement [on how to repay]. When he called the defendant on phone as to his where about, PW1 said the defendant told him the matter has finished and that he said he will get the money in two months in order to repay him (claimant) if he is given the money. He said he told the defendant that he was not looking for money from any person. On the ~~N~~400,



000.00 (Four hundred thousand Naira) only for blocks earlier mentioned, PW1 told this Hon. Court that the defendant said to him he transferred ₦100, 000.00 (One hundred thousand Naira) only for him via POS. He said in the early morning the defendant took him to 'Tike' (the cattle market) where he showed to him block of toilets built and as well said to him that the World Bank will come and build borehole and solar and that if they do this, he (claimant) should deduct his money for the blocks and the plot of land. He said he replied the defendant, 'How can I know something that has not been done and I do not know when it is going to be done.'

- [9] It is further the testimony of PW1 that they went to the High Court Azare with one Dan Madara and met Lili (Registrar High Court Azare) and one Sa'idu Fulaku who sold the plot of land (in contention) to the defendant was also present. He said there Alhaji Mukhtari Mu'azu Shira was called and he admitted that the money that he owes is ₦400, 000.00 (Four hundred thousand Naira) only. He said Alhaji Mukhtari Mu'azu Shira said he does not like any case and he will pay the ₦400, 000.00 (Four hundred thousand Naira) only. He said Lili then called him that Alhaji Mukhtari sent him ₦200, 000.00 (Two hundred thousand Naira) only and that he will send the balance of ₦100, 000.00 (One hundred thousand Naira) only. He then explained that ₦300, 000.00 (Three hundred thousand Naira) only has been paid to him out of the ₦1, 299, 000.00 (One million two hundred and ninety-nine thousand Naira) only for the blocks he delivered to the defendant. The claimant tendered the Certificate of Occupancy given to him by the defendant in respect of the plot of land transaction, the approval for grant, the receipt of ₦100 paid for the Certificate of Occupancy and the copies of two receipts (the first receipt for blocks 9 inches and the second receipt for blocks 6 inches) he also issued for the blocks delivered to the defendant and the statement of account showing the payment of ₦100, 000 dated 23/2/2023 admitted and marked as Exhibits 'A', 'B', 'C', 'D', 'E', 'F' and G respectively. Under cross examination, when asked whether he sat down



and wrote the receipts or gave it to the person that was delivering the goods, PW1 answered that he went with the book and tender the receipts when he met the father of the defendant and that it was the latter that demanded the receipts to be brought to him. When asked whether the signature of the receiver of the goods was on the receipts, PW1 said it is only his signature and that it was the father of the defendant that requested him to go and write and bring the receipts. When asked whether he collected ₦300, 000.00 from the father of the defendant at the time the claimant sat together with the father of the defendant after due calculation of the balance of money, in the presence of one Umar and one Abdullahi Faguji, he confirmed in the affirmative. When asked whether he was there or told on the written agreement on the plot of land at the police station, he said it was between various parties and separately.

- [10] PW2 UMAR ABDULLAHI testified on 9th October, 2023. In his testimony, he said he was the driver that delivered the goods (blocks) to the defendant under the instruction given to him by the claimant. He said he was given a book to record the delivery made to the defendant and that the claimant said he should not leave the place until the representative of the defendant came and the goods (blocks) counted before he writes to him the calculation. He said there was a day the defendant came together with one supervisor where one block was tested and they (the defendant and the supervisor) went away. It is the testimony of PW2 that the day they went to the family house of the defendant to calculate the number of blocks, he said he went with his own book of records which the defendant also said he has his own book. He said they began with 27/9/2020 where they delivered 380 blocks of 9 inches; 27/9/2020 395 blocks of 9 inches; 27/9/2020 371 blocks of 9 inches and 27/9/2020 399 blocks of 9 inches; 28/9/2020 404 blocks of 9 inches; 28/9/2020 413 blocks of 9 inches and 28/9/2020 382 blocks of 9 inches; he said the defendant disputed the delivery made on 29/9/2020 413 and thus it was deleted by the claimant. He said on 30/9/2020 395 blocks of 9 inches were



delivered; 9/10/2020 500 blocks of 6 inches; 9/10/2020 492 blocks of 6 inches; 9/10/2020 475 blocks of 6 inches; 10/10/2020 496 blocks of 6 inches; 10/10/2020 490 blocks of 6 inches; 10/10/2020 490 blocks of 6 inches; 11/10/2020 510 blocks of 6 inches were delivered; and then 11/10/2020 497 blocks of 6 inches blocks were delivered. In conclusion, PW2 said he does not know the price. Under cross examination, PW2 said the owner of the Block Factory is his father. When asked whether he was around when the parties discussed agreement regarding the blocks or he was told by the claimant, PW2 answered in the negative. When asked who linked him with the supposed representative of the defendant that was collecting the goods (blocks), he said when he went to the place he asked who was collecting the blocks for the defendant and the representative was shown to him where they packed the blocks. When further asked that he does not the representative of the defendant, he again said he asked who the defendant's representative was and he was shown one and that he gave the goods (blocks) and went away. When asked when he started the delivery of the blocks, he said beginning of January, 2020. He said he cannot remember the date he and the claimant went to the family house of the defendant. When requested to give a brief of what transpired at the house, he said he (PW2) and the claimant met the defendant's father with his father (PW1) and the claimant said they came in respect of the blocks that they delivered. He said the claimant said he had to contact the defendant's father before he (claimant) delivered the blocks to the defendant. He said he then brought out his book of record and the defendant's father said he does not know about the calculation as it was delivered to the defendant. He said when the defendant was called and he said he was in the house; he then came out and he was told it is about the blocks, the defendant said he has his own papers and went and brought them where PW2 said he was reading his record one by one and the defendant was checking his own papers and that one delivery was disputed where the claimant directed that it be cancelled since the defendant did not have it in his record. PW2 further added that then the defendant's father said



the receipts should be written and the receipts were brought the following day. When asked if truly he was present who did the claimant called from the Block Factory and also came to the place, he said it was Habuwalle. When again asked from where he (Habuwalle) came, he said from Fatara. When further asked if at all he was present, what writing was done at the place where the claimant and the defendant both signed, he said it was on the former (transaction); however he said he cannot recall what was written. He said he agreed he is not the one that delivered the former goods (blocks) and that he cannot recall if another sitting was held.

[11] PW3 MUHAMMAD USMAN also testified on the 9th day of October, 2023. On his part, he said he was among those that used to upload the blocks for delivery and as well unload them. He said if it is 9 inches, they used to put 420 blocks; while 6 inches, 520 blocks taking into consideration blocks that will get broken. He said the driver used to write down and also those receiving the blocks write too. Under cross examination, when asked where they have been delivering, he said 'Gida Dubu'. When asked to whom they delivered, he said he cannot tell as theirs was only to upload and unload. When asked whether he ever saw the defendant, he said they prayed with the defendant and that the defendant parked his car at the said 'Gida Dubu' under a Neem tree and that they delivered to the defendant's representative. When further asked who told him it was the defendant's representative, he said to be honest he does not know, he is just the representative.

[12] PW4 SULAIMAN USMAN in his own part told this Hon. Court that he too was among the persons that upload and unload the blocks. He said with each delivery, the driver used to count how many blocks delivered and each write. He said they used to deliver 400 blocks of 9 inches; while 9 inches 500 blocks and then 20 blocks added because of the broken. Under cross examination, when asked to state the name of the defendant, he said he does not know the defendant's name;

however he said the defendant used to come to the Block Factory in his car. PW4 said he was not part of those counting the delivered blocks at 'Gida Dubu'. When asked who used to count and with whom, he said Umar and the defendant's representative. When again asked who told him it is the defendant's representative, he said they used to see them together. When asked just because they used to see the defendant together, he said they were directed to do the work.

- [13] PW5 IBRAHIM ADAMU UMAR testified on 16th October, 2023. In his testimony, he said he has a plot of land for more than fifteen years behind Yagana Primary School Azare near the house of one Alhaji Chari. He said the plot of land was under the care of the said Alhaji Chari and one day he said he was told that the plot was being visited. He said he was asked whether or not he is aware. He said when he put a door and used a paint to inscribe his phone number on the door. He said he litigated on the plot for over a year and a court gave him the plot back. He said later the claimant was reported to have been seen in front of the plot of land also claiming the plot to be his own. He said he then presented his title documents to the claimant and the claimant agreed and even requested that he be his witness at the police station as almost four groups of people were claiming the same plot at the time. He said he was asked by the DPO and when the DPO became satisfied, he released him to go; however he said he did not go and the defendant was told to pay the claimant his money while others should pay back their respective buyers. He said he cannot recall how much the defendant should pay but he can recall the claimant told him the defendant sold the plot of land to him at ₦1, 700, 000.00 (One million seven hundred thousand Naira) only and the defendant said the offer was ₦1, 300, 000.00 (One million three hundred thousand Naira) only and that the claimant said if the defendant agree with that he (defendant) should pay the said ₦1, 300, 000.00 (One million three hundred thousand Naira) only so that they write it down. He said the DPO said there is no connection between the sellers and all should pay the money to their owners. He said he left before the



agreement could be written. In conclusion, he said later he called the claimant who told him that the defendant did not return since the time he (defendant) left the police station. Under cross examination, he confirmed that the claimant said the defendant said he sold the plot at ₦1, 700, 000.00 but the defendant said it is ₦1, 300, 000.00. He said the claimant agreed it was ₦1, 300, 000.00 at the time. He said he does not know when the agreement was conducted.

- [14] PW6 ADAMU UMAR ABUNARI in his testimony said when the parties began their business transaction; they did not begin with him. He said there was however a day when the claimant met him at his house and said he came with his documents and files and that the defendant owes him money. He said when he asked how much the money is, the claimant said ₦800, 000.00. He said he then inquired from the defendant how much he owes the claimant and the defendant said truly he owes the claimant money and it is not ₦1, 300, 000.00 but ₦300, 000.00. He said he then called the claimant and told him that the defendant admitted to ₦300, 000.00. It is the testimony of PW6 that he said they should leave the issue of payment aside until the amount is ascertained. He said when a date was set, the claimant came with his son Umar; however the defendant said Umar should not calculate since he is not the one bringing the goods (blocks) but the claimant's manager at Fatara. He said they sat down and calculated the real amount as ₦330, 000.00 and both parties agreed. He said when he asked the defendant where ₦300, 000.00 is, the defendant said he knows they did business of more than ₦10, 000, 000.00 and that he would pay later. He said the defendant indeed brought the ₦330, 000.00 and was given to the claimant. In conclusion, PW6 said he does not know about any receipt. Under cross examination, he said no sitting was held on the issue of blocks together with the defendant and the claimant in the presence of Umar, Dr. Abdullahi Faguji and Habuwalle. In re-examination, when asked whether he can recall the sitting they did in respect of old goods (blocks), PW6 said he does now know about it. When the claimant reminded PW6 that on



27/9/2020 the defendant called him at his Block Factory in need of more blocks and the claimant met the defendant's father about the goods with his book of record and PW6 said the claimant should go and write two receipts which were presented the following day and he said he knows about it and he should keep on the delivery and after the complaint that the defendant has not paid, PW6 said he does not know about it. When asked by the claimant whether he could remember their meeting at Zawiyah, he said he does not about it.

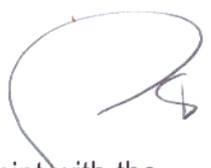
- [15] On behalf of the defence, the defendant opened his defence on 30th October, 2023. The defendant testified as DW1. In his testimony he said he knows they did business with the claimant for buying and selling blocks, including cement for a very long time. He said after he opted out from the contract work, he told the claimant they should calculate his remaining money. He said the claimant said his money is ~~N~~800, 000.00 and something. He said he told the claimant that the money is not up to the said amount. He said the claimant said he has a book in which the goods being delivered was written. He said after a long period the claimant met his father and he acted accordingly where he was called by his father. He said he met the claimant with one Umar in the company of Abdullahi Jaji Faguji. He said the book was the same he saw with the claimant when he met him. He said he explained that Umar is not part of those that delivered the goods. He said the person is Habuwalle who was calculating with the defendant's younger brother. He said when the person was called by the claimant, he said he asked him where he checked the book and confirmed. He said they cross-checked and found ~~N~~330, 000.00 which he owes the claimant in the business they did for over ~~N~~20, 000, 000.00. He said his father then asked him about the money so as to give to the claimant. He said it was written and he and the claimant signed, while Umar witnessed it. He said few days later before embarking on his journey to the Niger Republic; he handed over ~~N~~330, 000.00 to his father to give to the claimant and that the claimant confirmed during cross examination the receipt of the ~~N~~330,

000.00. It is the testimony of DW1 that Alhaji Mukhtari Mu'azu Shira took over the place where he was working before and he told Alhaji Mukhtari Mu'azu Shira if he wants to continue buying, he should buy from the claimant as according to the defendant, the claimant is his father's friend. He said the claimant kept making phone calls with Alhaji Mukhtari Mu'azu Shira and lastly Alhaji Mukhtari Mu'azu Shira said they have stopped their work until the government add money. He said the claimant by then has however delivered blocks of ₦400, 000.00 to Alhaji Mukhtari Mu'azu Shira. He said when he demanded Alhaji Mukhtari Mu'azu Shira to bring the claimant's money, Alhaji Mukhtari Mu'azu Shira transferred ₦100, 000.00 to him and he too transferred it to the claimant. He said the claimant had to call Alhaji Mukhtari Mu'azu Shira to confirm about the transferred ₦100, 000.00. He said for quite some time Alhaji Mukhtari Mu'azu Shira did not talk, so the claimant went to the High Court Azare to file a case. He said it was then that Lili (Registrar) called him where five of them sat and Alhaji Mukhtari Mu'azu Shira was called on phone hands-free where he pleaded that he would pay ₦300, 000.00 in two weeks. He said when it was said to put it in writing, he declined to write or sign any document since he was the one paying out the money but Alhaji Mukhtari. He said later Alhaji Mukhtari transferred ₦100, 000.00 twice via his account and he said he too transferred to Lili and ₦400, 000.00 exactly was paid to the claimant. He said upon all this, he was later issued with summon in respect of blocks and a plot of land. DW1 equally drew the attention of this Hon. Court to the question he asked Umar who testified for the claimant as PW2 and that Umar said the defendant did not link him with the person that collected the goods (blocks) when they delivered. He said other witnesses for the claimant were asked same question. He said the last witness (PW6) brought by the claimant disputed the assertion made by the claimant as to the receipts the claimant said the defendant's father requested him to write and present. DW1 then called on the court to look into the issues.



[16] On the plot of land, DW1 said when he sold it to the claimant; he did not even collect the Certificate of Occupancy. He said it was sold to him by Sa'idu Fulaku and that he gave the phone to the claimant where they discussed with Fulaku and that they transacted at ₦1, 300, 000.00. He said the claimant gave him ₦500, 000.00; he said he cannot recall that the transaction was done in 2018 as the claimant told the court and the claimant did not complete the money until 2019 when he said he told the claimant to deliver for him blocks instead for his contract work at Chara-chara village. He said he was in Lagos when the claimant kept calling him about a certain issue that relates to the plot of land due to various claims of ownership to the land by other people. He said he offered the claimant options to collect another plot of land, accept 'Gidan Wanka' or lastly he should exercise patient to be paid monthly by instalment. DW1 then tendered the statements of his FCMB account for the period 22 December, 2022 to 26 December, 2022 and for the period 3 July, 2023 to 4 July, 2023 admitted and marked as Exhibit 'D1' and 'D2'. Under cross examination, DW1 said he did not dispute the bank statement but the issue of blocks. When told that Lili only gave ₦300, 000 and not ₦400, 000, DW1 said he gave the money to them. When asked when they sat down to deliver goods (blocks) to Alhaji Mukhtari Mu'azu Shira, DW1 said in his testimony he did not say they sat down; however he asked for a favour from Alhaji Mukhtari Mu'azu Shira to continue to buy blocks from the claimant, being his father's friend. The claimant reiterated that it was the defendant that told him to keep on the delivery. DW1 however said he told the court that he opted out of the contract work.

[17] As suggested to the claimant by the court to find out about the balance of ₦100, 000.00 out of the ₦400, 000.00 said to have been paid out by the defendant via Lili, the claimant told this Hon. Court that Lili confirmed that the defendant really gave him the ₦100, 000.00 which the claimant again confirmed that Lili gave it to him few days later.



[18] DW2 ADAMU ABUNARI in his testimony said he did not talk about receipt with the claimant. He equally said he did not know what the claimant delivered to the defendant. He said what he knows is that the claimant came to his house and said the defendant owes him ~~N~~800, 000.00 which was ascertained afterward with documents to be ~~N~~330, 000.00 and that it was paid to the claimant; having agreed to the amount. Under cross examination, when asked whether he can remember the claimant went together with one Umar, DW2 said he told the court what he knows. He said he cannot remember also the time the claimant said he called him on phone that the issue is about blocks and a plot of land and he (DW2) said he went to Dambatta to buy Peppe seed. When further asked whether he can remember the time the boy was called who was said to be the claimant's manager and he (claimant) said he is not his manager and they were disputing with the defendant and he (claimant) said since the defendant was disputing the delivery and that it is on the previous calculation, DW2 said he does not know. When asked whether he can remember that he went to his house after the defendant requested the goods (blocks) to be delivered to him and he (DW2) said the claimant to go on with the delivery, DW2 said he does not know about it. When again asked whether he can remember he even thanked him about his wife's pilgrimage, DW2 said he cannot remember. In re-examination, DW2 said the several visits made by the claimant were about his money and the money was paid to the claimant when the defendant brought it.

[19] DW3 KAMISU USMAN on his part said he was the claimant's driver that delivered blocks to the defendant. He said he was in the process when he stopped and travelled to Lagos. Under the cross examination, when asked whether he can remember the places they delivered blocks, he said he delivered to 'Gida Dubu' where the defendant is working as well as to his house. He said he delivered one trip of interlock to the defendant's house.



[20] DW4 ABUBUKAR ADAMU (HABUWALLE) in his testimony said they were assigned by the claimant to deliver blocks to the defendant. He said they asked for the person that receives the delivery for the defendant and then they count and he too writes in his book. He said he was invited when the claimant and the defendant got a misunderstanding on the calculation so as to check what they did. He said after the findings, he was told to go and that the parties would sort it out. He said the manager of the Block Factory was called later. Under cross examination, he said there was a book they used to write down; however the book was destroyed when their house had fire outbreak. He said the receiver was only writing and not signing. In re-examination, he said the book was destroyed by the fire even before the claimant called him.

[21] DW5 GARBA YAKUBU testified that the claimant came to him together with Alkali Abdullahi Nabalinga in order to file a case against the defendant in respect of claim of money for blocks and a plot of land. He said the claimant said the defendant owes him ₦1, 700, 000.00 and he said he cannot remember the amount of money for the blocks. He said after they finished, they gathered one Saturday and the defendant said he knows only ₦390, 000.00 for the blocks and not up ₦400, 000.00. He said Alhaji Mukhtari Mu'azu is the middleman as a certain reason has made the defendant to be a representative in that contract work and due to that he wants the claimant to be benefiting. He said he therefore requested the claimant to be supplying the blocks and Alhaji Mukhtari Mu'azu said he is the one responsible for the payment; however the claimant said he does not know Alhaji Mukhtari Mu'azu but the defendant. It is the testimony of DW5 that he then called Alhaji Mukhtari Mu'azu on phone where he admitted he owes the defendant ₦390, 000.00 for blocks supplied. He said later ₦100, 000.00 was transferred to the defendant and ₦200, 000.00 paid afterwards and that the remaining ₦100, 000.00 also paid much later. He said on blocks, the defendant said he does not owe the claimant any money as he opted out of the representation. On the plot of land,



DW5 said the claimant said a non-genuine land was sold to him by the defendant at ₦1, 700, 000.00; however the defendant said he sold it at ₦1, 300, 000.00. He said the claimant explained that he sent his son who delivered ₦400, 000.00 to the defendant although the defendant disputed. He said when the boy that was called said he cannot recall it; from there the claimant said he would leave the issue if he gets his ₦1, 300, 000.00 from the defendant. He said the defendant then offered another plot of land but the claimant refused to accept it and just demanded his money. He said at the end the defendant requested to be paying ₦200, 000.00 monthly and this too was rejected by the claimant. In conclusion, DW5 said when he pleaded with the claimant; the claimant said he would only accept if something substantial is brought in the beginning. Under cross examination, when asked whether he can recall the claimant met him together with Abdullahi Dan Madara on 12/6/2023 with two receipts of 6 and 9 inches to the tune of ₦1, 299, 070.00 and the certificate of plot of land that the defendant sold to him which someone is claiming the land and he said out of it ₦100, 000.00 was given to him and after he finished the delivery the defendant said he was not the only one that used blocks and that Alhaji Mukhtari also used the goods and DW5 said all of them are not trustworthy considering their case files, DW5 said he recall. When asked where the claimant said he was completely paid, DW5 maintained that he said there are other transactions on blocks. When asked whether he can recall the claimant said he only knows the defendant and not Alhaji Mukhtari, he said he recall. In re-examination, he said nobody talked to the claimant's son who was called by the claimant.

[22] DW6 MUKHTARI MU'AZU said he came to testify on blocks transaction that the defendant instructed the claimant to deliver for him at 'Gida Dubu' construction site. He said on his part he paid the ₦400, 000.00 he owed via the defendant. He said it was the defendant that introduced the claimant that they were doing business



before. Under cross examination, the claimant said DW6 has already told the court that they did not do business together.

[23] In his final address on 24th November, 2023, the defendant said the claimant filed the action against him in respect of two sets of money, ₦1, 299, 000 and plus which he said he is still denying. He said the claimant tendered receipts for the sum of money he is claiming. He said he does not know when the receipts were created and that he did not sign the receipts. He said both PW6 and DW2 told the court they did not discuss the receipts with the claimant and that his father did not instruct the claimant to write down the receipts. He urges the court to discountenance with the receipts because in business it is the parties that sit down to write receipts. He also urges the court to look into the testimony of PW1 that said they sat in their family house and the balance of ₦330, 000.00 was in respect of an old transaction and that they indeed sat where one trip (delivery) was cancelled. He also drew the attention to answers given by PW2 and PW6 in the course of cross examination, including the answers given by PW3 and PW4. He again urges the court to consider the questions asked the claimant's witnesses to whom they delivered the goods (blocks) at 'Gida Dubu', where they said to the defendant's representative and when further asked who linked them and said he is the defendant's representative, he said the witnesses could not say. He said PW5 only narrated what happened at the police station. In conclusion, the defendant said he does not owe the claimant any amount of money and it was ₦330, 000.00 which was received by the claimant as he admitted. He said as to the plot of land, he is an innocent buyer and was done before the police so as to refund the money step by step. He similarly urges the court to consider the testimony of DW5 who told the court that when they sat the defendant did say that he does not owe the claimant money and that it is Alhaji Mukhtari that owes him. He said DW6 confirmed this in his testimony. He said the claimant did not also reject his testimony and that the claimant was calling Alhaji Mukhtari.



[24] On his part, the claimant drew the attention of the court that the defendant's father only testified on the old transaction. He said his balance is supposed to be ₦875, 000; however due to disagreement he said they agreed to pay ₦330, 000. He said even the witness they presented as his manager; he said he does not know him as his manager because he could not bring the book of record and instead he told the court it was destroyed by fire. He urges the court to look into the testimony of Alhaji Mukhtari (DW6) who confirmed that he did not do business with him (claimant). He then drew the attention of the court again to the presence in the court of the defendant's younger brother (Yerwa) who was collecting the goods (blocks) there at the site; however he said the defendant's younger brother did not testify. He said despite much talk about his own books of record, the defendant did not present any record to the court. In conclusion, he urges the court to do justice and collect his money from the defendant for the blocks he delivered having given the receipts to the defendant's father. He finally said he wants the court to do justice on the assertion that the defendant paid him part of the money for the plot of land, the claimant said he did not see anything. He said even the said ₦330, 000 talked about; there is still remaining ₦80, 000. The defendant however objected that the claimant should not be allowed to reintroduce a new issue in his final reply.

[25] I have thoroughly read the testimonies of both parties. The issue for determination as could be deduced from this case is: **Whether the claimant has proved his case against the defendant on the preponderance of evidence and balance of probability.** By virtue of Sections 131, 132 and 133 of the Evidence Act, 2011 (as amended) in civil cases such as this, the burden of proof is on the party who asserts a fact to prove same. He who asserts must prove. The standard of proof required is on a preponderance of evidence and balance of probability. See also the case of **Braimah v. Abasi (1998) 13 NWLR (Pt. 581) 167 SC.**

[26] In the instant case, the claimant gave evidence as PW1 and called additional 5 witnesses. The defendant also testified as his defence witness, DW1 and called

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additional five witnesses. The summary of the claimant's evidence is that he bought a plot of land from the defendant and another person later came with a better title in respect of the plot of land. According to the claimant, the defendant sold to him the plot of land at ₦1, 300, 000.00 (One million three hundred thousand Naira) only. Although the defendant denies owing the claimant any amount, it appears to the court on record that it is indisputable that the defendant owes the claimant the sum of ₦1, 300, 000.00 (One million three hundred thousand Naira) only for the plot of land in dispute. I note that DW1 (defendant) in his testimony told this Hon. Court that he did not even collect the Certificate of Occupancy when he sold the plot of land to the claimant and that they transacted at ₦1, 300, 000.00. Whenever in an issue evidence comes from one side and it is unchallenged and not contradicted, it ought normally to be accepted on the principle that there is nothing to be put on the other side of the balance unless it is of such quality that no reasonable tribunal should have believed it. The onus of proof is discharged on a minimal of proof. See **Abdullahi Baba v. Nigerian Civil Aviation Centre Zaria (1991) 7 SCNJ 1**. In the instant case, here it is not even about unchallenged evidence but the defendant admitting the amount in his own words which the claimant so agreed with.

[27] From the record throughout the trial the defendant managed to speak from the two sides of his mouth in respect of the blocks said to have been delivered to him at various times and as elsewhere stated in this judgment. In the circumstance of this case, it is my considered view and I so hold that the claimant has proved relief sought against the defendant on the preponderance of evidence and balance of probability. It must be noted that the defence disputed the existence of the two receipts as evidence for the 6 inches and the 9 inches of blocks in contention; while at the same time the defence raised technicalities that the defendant did not sign the receipts for the blocks said to have been delivered. The evidence reveals to me that claimant had a business dealing with the defendant and even if the



defendant's father did not directly partake in the business transaction, it cannot be denied with certainty that the defendant's father has no hand in the said transactions in my considered view looking at the nature of the business dealings between the parties. The evidence of the claimant is that when the defendant first met him to begin the delivery of the blocks, the claimant said he contacted the defendant's father and that the defendant indeed contacted him at his Block Factory to deliver the blocks to him. There was no evidence to the contrary that the blocks were not delivered. The evidence of the defence is that the defendant has opted out of the contract work and the claimant delivered the blocks to someone else despite the evidence to the contrary. In the instant case, there was no evidence to show that the defendant told the claimant directly or indirectly that he was no longer doing the contract work at the said 'Gida Dubu' at least it would have stopped the claimant from continuing with the delivery of the blocks. I equally do not accept the version of the defendant as DW1 that the person who collected delivery of the blocks did not act as his representative. I am therefore inclined to accept the evidence of the claimant. As such, I grant the relief sought in the claim in respect of blocks as well. I so hold. I observe that the defendant did not call the person that collected the delivery of the blocks for him as a witness to deny the specific allegation made against him by the claimant even though he was present in the courtroom. The defendant did not as well present his much-talked-about record of goods (blocks) delivered to him despite the unsolicited suggestions made to him by the Hon. Court to do so to indisputably tell this court his own side of the story.

[28] In totality, judgment is entered in favour of the claimant against the defendant as follows:

- (a) The defendant shall refund to the claimant the sum of ₦1, 300, 000.00 (One million three hundred thousand Naira) only for the plot of land being a refund of the money he paid the defendant for the plot of land which another person came up with a better title to the said land.

(b) The defendant shall equally pay to the claimant the sum of ₦1, 299, 300.00 (One million two hundred and ninety-nine thousand Naira) only for the 6 inches and the 9 inches blocks delivered that are unpaid.

DATED, delivered and signed at Azare this 18th day of December, 2022.

Kawu Bala,  
Principal District Judge I


HIGH COURT OF JUSTICE BAUCHI  
SMALL CLAIMS COURT  
EVALUATION & ASSESSMENT TEAM  
26 FEB 2026  
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