

**IN THE DISTRICT COURT OF BAUCHI STATE
IN THE BAUCHI JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS COURT NO 2 BAUCHI
BEFORE HIS WORSHIP ZAINAB M SHUAIBU(MRS)**

SUIT NO SCCBH/ 193/2025

BETWEEN

SALEH GAMBO CLAIMANT

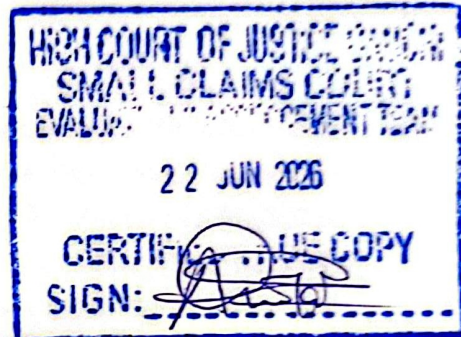
AND

BARR IBRAHIM Y MOHAMMED AND 2 OTHERS DEFENDANTS

Parties present

Appearances H M MUIZEEDEEN for the claimant

ABBAS IBRAHIM for the defendants



JUDGEMENT

The claimant commenced this suit under the Bauchi state practice direction on small claims court no 2 of 2022, he fill and filled for SCA 2 and 3 dated 31st day of December 2026, the defendants in this suit where served with the originating process and hearing notice of this court personally.

The claimant claim against the defendant is the sum of one million three hundred thousand naira only.

On the date slated for hearing, hearing commenced CW1 by name SALEH GAMBO affirm and testified to the effect that he is the claimant in this suit the first defendant advertise a house for sale at Anguwan Ardo in Bauchi town, the house has five rooms, kitchen and a toilet we negotiated and arrived at the sum of one million four hundred and fifty thousand Naira, and an agent fee of fifty thousand Naira making the total sum of one Million five hundred thousand Naira, I also inform him that I will engage the service of a lawyer that will stand for me during the transaction but he told me that he is a lawyer.

I paid the sum of one million five hundred thousand naira and they gave me the title document on the ground that some tenants are still in the house, when they vacate, he will hand over the house to me, after some time we went to clear the house but mate someone clearing the said house, that he bought the house, I

then contacted them all we sat and discussed that he will vacate the house the house does not belong to him.

It took them a while they could not remove him from the house, I then told them to refund back my money, a written transaction was made.

COURT the sale agreement dated 29th day of February 2024 was admitted into evidence and marked as exhibit K.

DURING CROSS EXAMINATION he told the court that the transaction was not carried between me and Assimor Global Enterprises and am not aware that the defendant is an agent of the company.

NO RE- EXAMINATION

DEFENSE WITNESS

DW1 – by name AHMAD ADAMU MUSA affirm and testified to the effect that some years back a lady by name Hajiya Khadiza Abubakar the wife of late Sarkin Arewan Bauchi, she intend to sale her house which she inherited a Anguwan Ardo, she then called one of our agent by name hamza Muhammad he then informed our company me and Ibrahim Muhammad we mate her at Anguwan Ardo she showed us the house and assign us to sale the house from there we started looking for who will buy the house one Yusuf Hassan with baba isa Tela told him that there is a house for sale one person by name sale gambo is interested, they took sale gambo to the said house they discuss and agreed.

We informed him that we are just agent the owner of the house is one Hajiya Khadija we agreed at the sum of one million four hundred and fifty thousand naira, he paid part payment before he later conclude the payment , the house document was given to him with hamza Muhammad he sign on her behalf, the said hamza is a brother to her Husband, the sale agreement was written on our company letter headed paper, after the final sale of the house some tenant are still in the house the company then serve them with a notice after the expiration of the notice they vacate the premises only one female tenant left, we took one baba isa and handed over the house to him, while the lady pleaded for some time to vacate.

DURING CROSS EXAMINATION he told the court that we acted as an agent one behalf of the principal there is still a tenant in the house and claiming possession that he bought the house, I sign a document after the transaction and Ibrahim Y Muhammad the 2rd defendant Hamza Muhammad Abubakar signed on behalf

of the owner, the sum of two hundred thousand naira was refunded back to the claimant remaining the sum of one million two hundred and fifty thousand naira.

NO RE-EXAMINATION

DW2 – by name HAMZA MUHAMMAD affirm and testified to the effect that what really happened between my company, the claimant and one Hajiya Khadjia, Hajiya khadjia has a house located at Anguwan Ardo, one through one Malam Ahmed the head of our company informed me that one hamza Muhammad who is the son to the elder brother to the husband of Hajiya Khadjia she has a house for sale we were giving the house to sale as agents, we advertise the hose and got one Yusuf Hassan he told us that he has a friend who is interested in buying the house.

We then went me Ibrahim, Yusuf Hassan, Sale gambo and Isa Abdullahi we all went to see the house together, we reached an agreement and he was satisfied with the House, he made some few investigations.

I called the owner of the house Hajiya Khadija she said the house should be sold at the rate of one million five hundred thousand naira but the claimant pleaded for reduction, she later reduce the amount to one million four hundred and fifty thousand naira he fully paid for the said amount as agreed.

After the payment he sent his agent by name isa Abdullahi for the proper handing over of the said house, one Friday after Friday prayers isa, hamza went with my consent but on that day I was absent he handed over the house to him, but during the handing over two tenant are still in the house they pleaded for some time to vacate, we then wrote an agreement on the company letter headed paper after collecting the agreement three days later he called that they went to the house but the found someone entered the vacant room, we tried to confirm but later we reported him.

I was called at the DSS office that am I Ibrahim I said yes did you sale a house to sale gambo he raised the issue of the house transaction that took place between you both you should try and refund back his money, but the owner of the house Hajiya Khadija and the owner of the company, as a result of that Hajiya Khadija refunded the sum of one hundred and fifty thousand naira from the principal sum, we then added Fifty Thousand naira making the total sum of Two Hundred Thousand Naira.

We sent the money we collected from the claimant to Hajiya Khadija the owner of the sad house located at Anguwan Ardo it was sent through her account.

COURT – The statement of account of Ibrahim Yakubu Muhammad dated 4th day of January 2024 is hereby admitted into evidence and marked as exhibit B.

IN THE CAUSE OF CROSS EXAMINATION, he told the court from the beginning of the transaction we joined the buyer with Hajiya Khadija through phone call, the claimant made the payment for the sale of the hose through me, the transaction happened three years ago.

NO RE – EXAMINATION

Case was adjourned for adoption of final written address, on the dated slated for final written address learned counsel to the defendants was absent and didn't fill and served learned counsel to the claimant with their final written address no reason whatsoever for his absent, learned counsel to the claimant made an oral application that the right of the defendants to fill their final written address be foreclosed on the ground that they have being giving able time and opportunity to do ,.same, application is hereby upheld.

Learned counsel to the claimant waived his right for final written address, the matter was set down for judgement.

COURT - I have considered the issues identified by the parties in the light of the evidence led at the trial and it would appear to me that the sole issue which calls for determination in this case is WHETHER THERE WAS AN AGENCY RELATIONSHIP BETWEEN THE PARTIES AND WHETHER THE CLAIMANT IS ENTITLED TO THE SUM CLAIMED.

By the provision of the evidence Act, the onus probandi rests on the party who would fail if no evidence is led at all on an issue asserted by him. this is the evidential burden of proof.

It is only after such party has adduced sufficient credible evidence that the burden of proof would shift to the other side. This is codified under section 136 of the evidence Act 2011, and the case of BUHARI VS OBANSAJO (2005) 13 NWLR (PT 941)1 AT 122.

In the cases of EKWEOZOR AND ORS VS REG TRUSTEES OF SAVIOURS APOSTOLIC CHURCH OF NIG (2020) LPELR – 49568 (SC) the supreme court held,

It needs reiteration that the burden of proof in civil cases has two distinct facts the first is the burden of proof as a matter of law and the pleadings normally termed at the legal burden or the burden of establishing a case, the second is the burden of proof in the sense of adducing evidence usually described as the evidential burden. While the legal burden of proof shifts or oscillates as the scale of evidence preponderate.

On whether an agency relationship exist between parties, the supreme court in the case of OSIGWE VS PSPLS MANAGEMENT CONDORTIUM LTD AND ORS (2009) LPELR – 2807 (SC) held that a relationship of agency is generally said to exist whenever one person called the agent has authority to act on behalf of another called the principal and consents to act. this is why it is settled that whether that relationship exists in any situation depends not on the nature of the agreement, or the exact circumstances of the relationship between the alleged principal and agent.

While the claimant maintained that the defendants introduced themselves as an agent to Hajiya Khadija, the defendant in their testimony did not deny same, saying it was with the authority of Hajiya Khadija being the owner of the house located at Anguwan Ardo the sold the house to the claimants.

Here the burden of proof is on the claimant to adduce prima facie evidence in proof of the facts it pleaded.

Upon evaluation of the evidence adduced by parties it is interesting to note that cw1 stated that the title document of the house and the sale agreement was written between him and the defendant who acted as the agents of Hajiya Khadija and the sum of fifty thousand naira was paid as agent fee to the defendants.

Dw1 Ahmad Adamu Musa admitted to the fact that they acted as an agent of Hajiya Khadija and the sale agreement was written on the Companies letter headed paper, while dw3 said the same thing it is clear that the testimony of cw1 corroborate with that of dw1 and dw2.

This court refer itself to the case of LEVENTIS TECHINICAL LIMITED VS PETROJESSICA ENTERPRISES LTD (1999) LPELR 1781 1 AT 2,

In the instant case on the pleadings and evidence of the claimant witness it clear that there is an agency relationship was created as stated by the witnesses, it

shows clearly that there is an instruction, albeit, oral for the property to be sale on behalf of the owner as earlier state by the cw1, dw1 and dw2.

The only exhibit before the court is the sale agreement EXHIBIT B which to my mind have proved how the claimant will be entitled to the sum claimed.

Finally, I find and hold that the claimant has made out a credible and conclusive case to prove that the defendants acted as an agent of Hajiya Khadija in the purchase of the property I e the house located at Anguwan Ardo and he is entitling to the sum of ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND NAIRA

The lone issue for determination is hereby resolve in favour of the claimant

On the whole judgement is entered in favour of the claimant and the following ORDERS IS HEREBY MADE as follows,

- an order directing the defendants to pay the sum of ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND NAIRA ONLY the money for the house the collected
 - the sum of one hundred thousand naira as cost of action
- APPEAL – there is a right of appeal to the high court of justice small claims court within i4 days from today.

THIS CASE IS DECIDED TODAY BEING THE OF 19 OF MAYS 2026

ZAINAB M SHUAIBU (MRS)
CHIEF MAGISTRATE

