

**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/107/2026

BETWEEN

SUWAIBA AHMAD CLAIMANT

AND

MUHAMMAD ABDULLAHI AD 2ORS..... DEFENDANT

Claimant present

Defendants absent

Appearances – H B for the 1st defendant

H M MUEEZUDEEN ESQ for the 2nd defendant

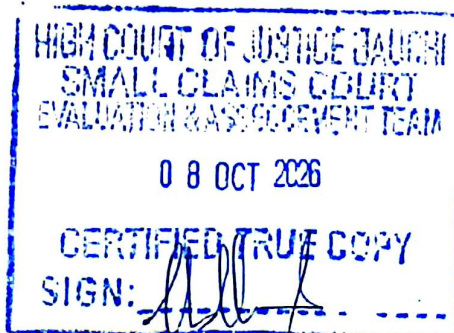
JUDGEMENT

The claimant commenced this suit under the Bauchi state practice direction on small claims court no 2 of 2022, he fill and filled form SCA 2 and 3 dated 2rd day of June 2026, the claimant claim is the sum of two million two hundred and forty two thousand five hundred naira only.

The defendants in this suit were served with the originating process of this court via substituted means as deposed to by the bailiff of this honourable court ALIYU SALE TAFIDA.

TESTIMONY OF THE CLAIMANT WITNESS

CW1- BY NAME SUWAIBA AHMAD I e the claimant affirm and testified to the effect that a younger brother to my mother leaving behind airport Bauchi he has his boss who is in the business of selling charcoal that I should give him charcoal he will refund the money in three weeks' time, he came with the first defendant to supervise the charcoal on the next day the 1st and 2rd defendant came I asked them to write an agreement to collect charcoal of 299 bags the 2rd defendant stood as a witness him and his mother the total sum of the money for the charcoal is two million two hundred and forty two thousand naira only on the agreed date he didn't bring the money and I told them that the charcoal is not mine.



The 2rd defendant travelled to Abuja the owner of the charcoal reported us at civil defence office the 2rd defendant was called but he refuses come back to Bauchi the 1st defendant was arrested he pleaded that he will pay the money on or before the end of the month.

I have a plot 40 by 40 I sold the plot the 1st defendant came with the civil defence staff and said his mother have giving him 100 bags of charcoal while the owner of the charcoal said he won't accept the charcoal, they should rather sale the charcoal themselves and bring the money until date they are yet to pay for the charcoal.

COURT – the agreement written both in English and Hausa version dated 22rd day of October 2025 is hereby admitted into evidence and marked as EXHIBIT A.
NO CROSS EXAMINATION by counsel to the 2rd defendant

COURT – CW1 is hereby stood down for cross examination I ordered that hearing notice should be serve on the defendant.

On the 16th day of July 2026 when the matter came up for cross examination of cw1 by the 1st defendant, having being served he was absent and unrepresented. The claimant apply that the right of the 1st defendant to cross examine cw1 be foreclosed same was granted.

CLAIMANT – that is the case of the claimant I humbly to close my case.

COURT – case adjourned to the 23rd day of July 2026 for defence I ordered that hearing notice should be served on the 1st defendant.

DEFENCE OF THE 1ST DEFENDANT BY HIS COUNSEL H B ESQ

DW1 – BY NAME MUHAMMAD ABDULLAHI affirm and testified to the effect that he resides at Yakubu wanka Bauchi civil defence came to arrest my mother they were unable to find her so I was arrested on that ground since am her son I represented her during the transaction with the claimant.

Civil defence ordered me to pay for the items collected by my mother and urge me to write a statement that if I don't do that, I will be remanded at the custodian centre Bauchi that is all.

CROSS EXAMINATION he told the court that gave the charcoal to my mother 290 bags I don't know the amount of the charcoal, that he didn't write any agreement.

NO RE EXAMINATION

H M MUIZEEDEEN ESQ – we humbly apply to rest our case on that of the claimant

H B ESQ we humbly apply to close our case and we as counsel to the 1st and 2rd defendant we waive our right for final written address.

COURT DECISION

In Nigeria the burden of proof is principally governed by SECTION 131-134 OF THE EVIDENCE ACT 2011, together with substantial body of supreme court and court of appeal authorities.

SECTION 131(1) OF THE EVIDENCE ACT 2011

Whoever desires the court to give judgement as to a legal right or liability dependent on the existence of facts which he asserts must prove those facts. The court refer itself to a useful SUPREME COURT AUTHORITY MINI LODGE LTD VS NGEI (2009) 7 NWLR (PT 1173) 354.

The principle is that the person who asserts a fact upon which he seeks judgement must establish that fact. In civil case the ultimate determination is made on the balance of probabilities.

This court refer itself to the case of NDUUL VS WAYO AND ORS (2018) LPELR – 45151(SC).

The burden of proof in civil cases is not necessarily static under SECTION 132(2) OF THE EVIDENCE ACT 2011 once the party bearing the initial burden adduces evidence sufficient to reasonably satisfy the court of the fact alleged, the evidential burden moves to the opposing party.

It can continue to shift from one party to the other as the evidence develops.

This honourable court formulate lone issue for determination thus

Whether the claimant has proved her case to the balance of probability or preponderance of evidence,

Where there are two defendants the court must determine from the evidence and contractual documents which the defendants actually contracted with the claimant, it is not enough merely to join the two persons as defendants, the claimant must establish the contractual relationship and liability of each of the defendants

The claimant in this case claimed money for the purchase of charcoal from the 1st and 2rd defendant. It is in record of the court particularly the testimony of cw1 Suwaiba Ahmad the 1st defendant came to her with her mother's brother to supervise the charcoal on the next day the 1st and 2rd defendant came and requested for 299 bags of charcoal I requested they should write an agreement, the 2rd defendant stood as a witness for his mother.

As to the testimony of the claimant witness remain discredited during cross examination and the court can safely rely on same to determine a case before it.

As to the defence raised by the 1st defendant that he represented his mother during the transaction and was arrested by civil defence they ordered him to pay for the money or else he will be remanded at the correctional centre as to the agreement he told the court that he did write or sign any agreement.

The first defendant deny the fact that he did write or sign any agreement and fail to produce any evidence in support of his assertion and add nothing the position of our law is that mere denial cannot serve as a defence this court refer itself to the case of LEWIS AND PEST LTD VS AKIHIMIEN (1976) LPELR 1786 (SC).

The claim before the court is for the payment of 299 bags of charcoal the claimant relied on a written agreement between her 1st and 2rd defendants while the 1st defendant argued among other things that he had entered the agreement in a representative capacity on behalf of his mother and therefore should not be personally liable.

The supreme court examined the actual wordings of written agreement and the defendants' signature, the court concluded that the document did not support the argument that he had entered the contract solely in a representative capacity. The wordings indicated that he had contracted in his own behalf as well as on behalf of his mother.

The supreme court also IN THE CASE OF GEORGE ONAGA AND ORS VS MICHU AND CO (1961) 1 ALL NLR 324 where a person sign on behalf of an unincorporated body were held properly sued when the contract was breached. The fact that a person claim that he signed on behalf of another or body does not automatically relieve him of contractual liability.

On the issue of the 2rd defendant it is pertinent to observe that the 2rd defendant elected to rest his case on that of the claimant and called no evidence in support of his defence, the legal effect of such an election is that the 2rd defendant have thereby admitted the entirety of the claimant's case.

The supreme court has held that a defendant who rest his case on that of the claimant may thereby be contending that the claimant has failed to establish a prima facie or that the defendant has a complete defence in law, or depending on the circumstances, may be admitting the facts established by the claimant THIS COURT REFER ITSELF TO THE CASE OF AKANBI VS ALAO (1989) 3 NWLR PT 108 118 AND THE CASE OF ADMISTRATOR EXECUTORS OF THE ESTATE OF GENERAL SANI ABACHA VS EKE-SPIFF (2009) 7 NWLR PT 1139 97.

The burden nevertheless remains on the claimant to establish the material facts upon which his claim is founded. the election by the 2rd defendant to rest their case on that of the claimant does not discharge that burden nor shift it merely by reason of the 2rd defendant failure to call evidence.

It is the duty of this court to examine the evidence placed before it by the claimant and determine whether on the balance of probabilities the claimant has established entitlement to the reliefs sought.

It is in evidence before the court that the two defendants signed a written agreement which was admitted into evidence and marked as EXHIBIT A, the court indeed this court are guided by the settled principle that were parties have

reduced their agreement into writing the rights and obligations of the parties are to be determined principally from the terms of the written agreement her at THIS COURT REFER ITSELF TO THE CASE OF ZAKHEN CONSTRUCTION NIG LTD VS NnEJI (2006) 12 NWLR PT 993 1 (SC).

Having considered the oral testimony of the claimant alongside exhibit A I find out that the documentary evidence support the claimant assertion, on the whole having considered the testimony of the claimant witness and the documentary evidence, the written agreement and applicable law I find out that the scale of justice tilt to the side of the claimant in fact she has proved her case to the balance of probability and deserve to have the judgement of this court by the strength of her case therefore and I hereby enter judgement against the 1st and 2nd defendant and make the following orders,

- AN ORDER directing the 1st and 2nd defendant to pay the sum of Two Million Naira being the money for the 299 bags of charcoal the collected from the claimant
- AN ORDER directing the 1st and 2nd defendant to jointly pay the sum of Fifty Thousand as cost of action

APPEAL – There is a right of appeal to the high court of justice Bauchi within 14 days from today by an aggrieved party.

THIS CASE IS DECIDED TODAY BEING THE 14th SEPTEMBER 2026

ZAINAB M SHUAIBU(MRS)
CHIEF MAGISTRATE

