IN THE SUPERIOR COURT OF JUDICATURE

IN THE SUPREME COURT

ACCRA – A.D. 2018

CORAM: DOTSE, JSC (PRESIDING)

YEBOAH, JSC

BAFFOE-BONNIE, JSC

APPAU, JSC

PWAMANG, JSC

CIVIL APPEAL
NO. J4/59/2017

4TH JULY, 2018

GHANA COMMERCIAL BANK ……. PLAINTIFF/JUDGMENT CREDITOR/RESPONDENT/ APPELLANT/RESPONDENT

VRS

1. EASTERN ALLOYS COMPANY LIMITED … 1ST DEFENDANT/APPELLANT RESPONDENT/APPELLANT
2. WORLD PRAYER CENTRE …… 2ND RESPONDENT
3. DELA AKPEY ……. 3RD RESPONDENT

JUDGMENT

DOTSE, JSC:-

This is an appeal by the 1st Defendants/Appellant/Respondents/Appellants, hereafter 1st Defendants against the judgment of the Court of Appeal dated 17th December, 2015. The said Court of Appeal judgment, had allowed an appeal by the Plaintiffs/Judgment-

Creditors Respondents/Appellants/Respondents, hereafter Plaintiffs, against the decision of the High Court dated 28th day of May 2012 which set aside the sale of the 1st Defendants' factory premises in satisfaction of the Defendants debts owed the Plaintiffs arising from a suit filed by the plaintiffs against the 1st Defendants. It is against this Court of Appeal judgment of 17th December 2015 that this appeal has been filed and hence this rendition.

PLAINTIFFS WRIT AT THE HIGH COURT AGAINST THE DEFENDANTS

Initially, the Plaintiffs herein commenced an action in the High Court, Accra Suit No. BFS/22/06 on 10/3/2006 against the following Defendants as follows:-

1. Eastern Alloys Co. Ltd
2. Michael Tetteh
3. Jonas Akwensivie
4. Ebenezer Dzah
5. Theodore Tetteh
6. Felicia Tetteh

and in which the following reliefs were claimed:-

1. Jointly and severally against all the Defendants for the recovery of the sum of ¢3,187,518,414.00 being the outstanding balance of the EDIF loan given to 1st Defendant, which 1st Defendant has failed or refused to repay as of 31/12/2005.
2. The recovery from the Defendants jointly and severally of the sum of ¢427,709,841.52 being the outstanding balance of the short-term loan given to Defendant, which 1st Defendant has failed or refused to repay as of 31/12/2005.
3. Interest on the EDIF loan at the agreed rate of 15% from 31/12/2005 to the day of final payment.

4. Interest on the short-term loan at the agreed rate of 28% per annum from 31/12/2005 to the day of final payment.

5. Further or in the alternative an order for the judicial sale of the property mortgaged or charged to Plaintiff as security for the debt to satisfy the debt.

Due to the complex nature of the facts of this case, we deem it appropriate to set out the facts as per the rendition of same contained in the judgment of Korbieh JA, speaking on behalf of the Court of Appeal, when he summarised the facts as follows:-

FACTS OF THE CASE

> "The defendants having failed to file a statement of defence, the Plaintiff applied for and obtained a judgment in default of defence. The learned trial Judge entered judgment in the sum of ¢4,055,763,059.00 plus "interest on the said sum in accordance with C.I. 52" against the defendants. The plaintiff filed an entry of judgment in the sum of ¢4,252,888,145.26; or **in the alternative an order for the judicial sale of the 1st defendant's factory premises**. The defendants then applied for a stay of execution and to be allowed to pay back the judgment debt in installments. Apparently while this application was pending the plaintiff filed a precipe to seal a writ of Fieri Facias (Fi.Fa) directed at the deputy sheriff of the High Court to attach the following properties of the judgment debtors: **the factory premises of the 1st defendant company, the plants and machinery of the 1st defendant company and the properties of the directors of the 1st defendant company. In the result only the factory premises of the 1st defendant company was attached on an application made for an order of reserved price of that property.** The forced reserved price was given as GH¢2,985,701.00. In the mean time the trial court granted the motion for stay of execution and payment by installment adding that the usual default clause applied.

On the 13/9/2011, the trial court ordered that "the Defendant's property attached in execution of the judgment of this court shall now be sold by public auction at a price not less than GH¢2,104,706.00" which had followed an earlier application to reduce the forced sale price since the earlier forced sale price failed to attract any buyer. **After several attempts by the defendants to stay further execution of the judgment had failed the attached property was sold by public auction to the 2nd respondent**. On the 15/2/2012 on the application of the plaintiff, the trial court granted it a writ of possession. Then on the 20/3/2012, the defendants filed a motion to set aside the default judgment, the writ of execution and the sale of the 1st defendant's property. "

This motion was intitutled as follows:

Ghana Commercial Bank Ltd. - Plaintiff/Judgment-Creditor/1st Respondent

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Eastern Alloys Co. Ltd. & 5 others - Defendants/Judgment/Debtors Applicants

World Prayer Centre - 2nd Respondent

Dela Akpey - 3rd Defendant

with suit No. BFS 22/06, but filed on 20th March 2012. It is the Ruling in respect of this motion which has been appealed to the Court of Appeal and thereafter to this court, and hence this rendition.

The facts as set out by the Court of Appeal judgment continue as follows:-

"Some of the grounds for the prayer to set aside the judgment etc were the following: that even though the plaintiff had asked for only ¢3,187,518,413.00,

the trial court had given it judgment in the sum of ¢4,055,763,059.00 and awarded interest on the judgment in accordance with C. I. 52 and cost of GH¢40,000.00; that the judgment exceeded the amount claimed by the plaintiff in its writ of summons which was bad in law; that this entitled the defendants to have the judgment set aside ex debito justitiae; that after the judgment the plaintiff was paid several part payments of the judgment debt but failed to file a revised entry of judgment thus occasioning a grave miscarriage of justice as it denied the defendants notice of what their true indebtedness was to the plaintiff; **that the 1st defendant's plants and machinery were valued at the forced sale of GH¢1,831,200.00 which was enough to satisfy the remaining judgment debt, post judgment debt interest and cost; that in so far as the defendants had movable plant and machinery which were charged as security for the loan and whose value was in excess of the outstanding judgment debt, the sale of the defendants' immovable property was illegal and void; that the auction sale contravened the Auction Sales Act, 1989 (PNDCL 230) as no notice of the sale was given to the general public**. As would be expected, the motion was vigorously opposed by the plaintiff. Some of the reasons assigned by the plaintiff in its affidavit in opposition were as follows: **that it followed due process in obtaining the judgment; that the entry of judgment accorded with the judgment pronounced by the court which was not in excess of the amount endorsed on the writ of summons; that the 1st defendant never objected to reserved price for its immovable property when the plaintiff sought the same from the court rather than the plant and machinery; that the auction was done in accordance with the rules of court; that the defendants' application was out of time." Emphasis supplied**

In it's ruling dated **28/5/2012**, the trial court held as follows: that the judgment debt figure entered by the trial court was a mere clerical error that

could and had indeed been corrected; **that the attachment and sale of the 1st defendant's immovable property was illegal since the plaintiff always had notice of the defendants' movable property which, in law, should have first been attached and sold or a notification given to the court that there was no sufficient movable property to satisfy the judgment debt.** The trial court therefore set aside the sale of the defendant's factory premises.

The cardinal and core facts to take note of from the above quotation are the following:-

1. The Plaintiffs applied for and obtained in the High Court against the Defendants therein in the original suit, default judgment in the sum of ¢4,055,763,059.00 plus interest in accordance with C. I. 52.

2. Following the Plaintiff's filing of an entry of judgment, in the sum of ¢4,252,888,145.25 **and or in the alternative an order for the judicial sale of the 1st Defendants factory premises, they took relevant steps to attach properties of the 1st Defendants in satisfaction of the judgment debt**.

3. The 1st Defendants applied for stay of execution and payment of the judgment debt by instaments.

4. After several attempts by the 1st Defendants to stay further execution of the judgment had failed, the attached factory premises of the 1st Defendants was sold by public auction to the 2nd Defendants.

5. On 15/2/2012 the Plaintiff was granted a writ of possession.

6. On 20/3/2012, the 1st Defendants filed a motion to set aside the default judgment, the writ of execution and the sale of the 1st Defendants property.

7. One of the core grounds inter alia, upon which the above application was grounded was that, **in so far as the 1st Defendants had movable plant**

and machinery which were charged as security for the loan, the sale of the 1st Defendant's immoveable property was illegal and void.

8. On the 28/5/2012 the trial High Court, delivered its ruling and inter alia set aside the sale of the defendant's factory premises on the basis that **the plaintiff's had notice of the defendant's movable property, which in law should have first been attached and sold.**

APPEAL TO THE COURT OF APPEAL BY PLAINTIFFS AND DECISION OF THE COURT

It was as a result of the ruling of the High Court, dated 28/5/2012, that the Plaintiffs successfully appealed that decision to the Court of Appeal which concluded its decision as follows:-

> "I will now go on to deal with the 1st defendant's cross-appeal or appeal for variation of the ruling. The normal practice is for the appellant (or cross-appellant in this case) to either take the grounds of appeal individually or in combinations or state clearly that all grounds are being argued together and then proceed to argue them. In the case on hand it is not clear whether learned counsel for the 1st defendant was responding to the arguments of his learned friend, counsel for the plaintiff or was arguing his cross-appeal directly. **But whatever the case I see no merit in any of his arguments. The appeal for variation of the ruling is therefore hereby dismissed in its entirety.**
>
> **In conclusion, save ground F, the plaintiff's appeal succeeds. The order of the trial court, setting aside the attachment and auction sale of the 1st defendant's factory premises, is hereby set aside and the said attachment and auction are hereby restored. The Certificate of Purchase of the 2nd respondent herein is also hereby restored. The rest of the ruling is hereby affirmed."**

Aggrieved by the decision of the Court of Appeal, the 1st Defendants appealed against the decision to this court with the following as the grounds of appeal:-

1. "That the judgment of the Court of Appeal is not supported by the weight of evidence on the record.

2. The Court erred in holding that the attachment and sale of 1st Defendants immovable property and not his moveable first is a mere irregularity and not an illegality.

3. The Court erred in restoring the sale and the Certificate of Purchase.

4. Further grounds to be filed upon the receipt of a copy of the judgment."

PRELIMINARY POINT OF LAW RAISED BY THE PLAINTIFFS

Upon receipt of the 1st Defendants statement of case filed, even though the Plaintiffs argued the appeal on the merits, they nonetheless raised a preliminary legal objection in the following terms to the entire appeal process embarked upon by the 1st Defendants;-

1. "In accordance with Rule 7 (1) of the Supreme Court Rules, 1996 (CI 16) as amended, the Plaintiff/Appellant/Respondent at the hearing of the Civil Appeal intends to rely on a preliminary objection.

2. The ground of objection is as follows:-

a. That this Honourable Court lacks the jurisdiction to hear this Appeal because the Appeal being Interlocutory in nature was filed out of time."

Before we set out the arguments of learned counsel for the Plaintiffs in respect of this preliminary legal objection, we wish to commend learned counsel for the parties, namely Harold Tivah Atuguba and Frank Boakye Agyei for their high scholastic work exhibited in the statements of case filed for and on behalf of the Plaintiffs and 1st Defendants respectively.

ARGUMENTS IN RESPECT OF THE PRELIMINARY OBJECTION

In substance, learned counsel for the Plaintiff, contends in support of the argument in respect of the preliminary legal objection as follows:-

That the final judgment entered and dated **24th May 2006** determined the matters of substance as to whether the 1st Defendants owed the Plaintiffs or not. In further contention, learned counsel contended that, the final rights of the parties were determined that, the **Plaintiffs were adjudged to be the judgment creditors and the 1st Defendants the judgment debtors following the judgment of 24th May 2006.** According to learned counsel for the plaintiffs, since no appeal was filed against the said judgment, what was left to determine was as to how the judgment creditor, i.e. the Plaintiffs would enjoy the benefits of the said judgment. Emphasis

In support of the above propositions and arguments, a plethora of cases had been referred to in support of same. Some of these cases are:-

1. ***Republic v High Court, (Fast Track Division Accra): Ex-parte State Housing Co. Ltd. (No. 2) – (Koranten-Amoako - Interested Party) [2009] SCGLR 189 at 194***
2. ***Halle & Sonne S. A v Bank of Ghana [2011] 1 SCGLR 383***
3. ***Bosompem & Others v Tetteh Kwame [2011] 1 SCGLR 397 at 398*** *just to mention a few.*

Based on the above decisions, learned counsel therefore argued conclusively that, the Ruling of Tanko Amadu J (as he then was) dated 28th May 2012 which set aside the

attachment and sale of the 1st Defendants' factory premises, which execution process was commenced **based on the judgment of 24th May 2006, being a Ruling in respect of an execution process was interlocutory in nature and the appeal was interlocutory in nature as well.**

Learned counsel by that reasoning argued that, the appeal heard by the Court of Appeal against the Ruling of the High Court, dated 28/5/2012 was an interlocutory appeal and therefore its judgment is also interlocutory in nature and the fact that judgment was given on an interlocutory appeal did not transform the Court of Appeal judgment into a final judgment.

Learned counsel then referred to Rules 8 (1) (a) and b of the Supreme Court Rules, 1996, (C. I. 16) as amended and concluded that, since the 1st Defendants, filed their Notice of Appeal against the Court of Appeal judgment, dated 17/12/2015 on the 21st day of January 2016, which was filed thirty five (35) days after the delivery of the Court of Appeal judgment, it was filed out of time in particular reference to Rule 8 (1) (a) of the Supreme Court Rules.

The brief and incisive submission of learned counsel for the 1st Defendants, Harold Atuguba is that, in issues of this nature, the contest for the determination of these issues has always been based on whether a decision of the court is final or interlocutory in nature.

Learned counsel for the 1st Defendants further contended that in resolving these issues, the approach of this court has over the years been based on what has come to be termed as the *"nature of the application approach"* and the *"nature of the order approach".*

Leaned counsel also referred to a plethora of cases in support of his argument, and some of these are:-

1. **Nkawie Stool v Kwadwo (1957) 1 WALR 241** which endorsed the nature of the order approach as to whether a determination is interlocutory or final.

2. **Pomaa & Others v Fosuhene [1987-88] 1 GLR 244-265 SC** – This also applied the nature of the order approach

3. **Francis Assuming & 48 Others v Divestiture Implementation Committee & Anor [2008] 3 GMJ**, - this also applied the nature of the order approach.

4. See also ***Halle and Sonns S. A. v Bank of Ghana and Another***, supra where the court stated the overwhelming endorsement of the principle of the nature of the order approach in the following rendition:-

   "It is not that, a judgment if overturned on appeal would be sent back to the trial Court on the merits that determines the question of its finality. **Rather, in Ghana, the crystallised position is that the determining factor is whether or not the court's orders, by nature disposed of the disputed issues between the parties." Emphasis**

See also the recent unreported decision of the Supreme Court in Suit No. C.A. J4/57/2017, dated 25/10/2017 intitutled, ***Amarkai Amarteifio v Ananag Sowah***, where the nature of the order approach has been endorsed and applied.

In our respective opinion the issue as to whether or not the judgment of the Court of Appeal is interlocutory or final does not admit of any controversy at all.

In view of the overwhelming support and endorsement of the nature of the order approach, and also because, the decision of the High Court of even date, which ended up in the Court of Appeal was final, the appeal against it to the Court of Appeal was therefore an appeal against a final decision.

Having delivered a final decision, it is Rule 8 (1) (b) of the Supreme Court Rules 1996 C. I. 16 which should be applicable.

Out of abundance of caution this Rule provides as follows:-

8 (1) "Subject to the provisions of any other enactment governing appeals, a civil appeal shall be lodged within –

(a) twenty-one days, in the case of an appeal against interlocutory decision; or

(b) three months, in the case of an appeal against a final decision unless the court below or the court extends the period within which an appeal may be lodged." Emphasis

We therefore dismiss the preliminary legal objection and hold that the appeal being against a final decision of the Court of Appeal was filed within time. Same is accordingly dismissed.

SUBSTANTIVE GROUNDS OF APPEAL

PRELIMINARY REMARKS

We have observed a phenomenon which has gradually crept into our appellate jurisdiction. This is that, irrespective of the substance and merit of the decision of the Court of Appeal, parties nonetheless decide to contest the appeal. In order to reduce the work load on this court, we have decided to summarily dismiss an appeal or grounds of appeal whenever we are of the view that the Court of Appeal did not err in the consideration of that ground of appeal or that the appeal itself is bogus, unmeritorious and clearly mischievous.

In this respect, we have critically considered the grounds of appeal urged on us by learned counsel for the 1st Defendants. We further observe that, even though learned counsel has made very copious submissions in his elaborate statement of case, we do not find any substance worth any serious consideration in respect of grounds 1 and 3 which state as follows:-

1. "That the judgment of the Court of Appeal is not supported by the weight of the evidence on record."

3. The Court erred in restoring the sale and the certificate of purchase."

In this latter ground, the determination of ground 2 of the appeal if successful would have dealt with the issues based in ground 3. We therefore consider it as a surplusage.

We accordingly dismiss all the arguments in respect of the said two grounds of appeal. Since we find that the judgment of our brethren in the Court of Appeal, per Korbieh J. A has completely dealt with these grounds, the judgment of the Court of Appeal is therefore affirmed in respect of these grounds of appeal.

GROUND 2

The Court erred in holding that the attachment and sale of 1st Defendant immovable property and not his moveable first is a mere irregularity and not an illegality

Arguments of learned counsel for the 1st Defendants in support of the above ground of appeal

Since learned counsel anchored his arguments on the provisions of Order 44 Rules 2 (3) of the High Court (Civil Procedure) Rules, 2004 C. I. 47 in support of this ground of appeal, it is important that we set out in full the said provisions, which provide as follows:-

> ***"The immovable property of a judgment debtor shall not be levied in execution if the judgment debtor shows that the judgment debtor has sufficient movable property within the jurisdiction to satisfy the judgment or order and cost."*** *Emphasis*

We observe that learned counsel for the 1st Defendants, faced with a dilemma on the correct interpretation of the above provisions has urged this court to adopt a purposeful reading of the entire order 44 of C. I. 47 which is that, the essence of the provisions therein is **that at all material times, the movables of a judgment debtor are levied before the immovable properties**.

Indeed a reading of the provisions of Order 44, for example sub rule 2 (4) which states that ***"where execution is levied against immovable property, there shall be indorsed on the writ of execution a statement that there was not sufficient movable property to satisfy the judgment debt."*** gives credence to that proposition. Emphasis

As a matter of fact, the above provisions give the clearest of intentions that where execution is to be levied against properties of a judgment debtor, the first point of reference is in respect of movable properties, and it is when these are insufficient to satisfy the judgment debt that the judgment creditor will proceed against immovable properties.

In this instant, learned counsel has been quite candid, when he opined that, it is the duty of the judgment debtor to indicate that he has movable properties to prevent a judgment creditor from executing the judgment against immovable properties instead of the movables.

The second issue raised by learned counsel is the timing of this notification to the judgment creditor.

Based on the above propositions, and Rules of procedure, learned counsel for the 1st Defendants argued that once the judgment creditor is aware of the existence of movable properties belonging to the judgment debtor, he was estopped from levying execution on the immovable property of the debtor.

ARGUMENTS OF COUNSEL FOR PLAINTIFFS IN RESPECT OF GROUND 2

The crux of the arguments of learned counsel on this score is anchored on the timely information by the judgment debtor of the information to the judgment creditor and the court about the availability of sufficient movables to satisfy the judgment debt as well as the conduct of the judgment debtor in general.

In this respect therefore, the evidence or information must always be in the purview of the judgment debtor, and it is they who must bring this to the notice of the judgment creditor. This is how the Plaintiffs responded in their statement of case:-

> "*Since the availability and existence or otherwise of the movables of 1st* ***Appellant (1st Defendants) was in the exclusive purview of the Appellants it was their duty under order 44 r. 2 (3) of C. I. 47 to inform the 1st Respondent, (Plaintiffs herein) or the Sheriff and even more importantly the trial court that the situation in 2002 concerning the plant and machinery remained the same****". Emphasis*

As a matter of fact, wisdom and prudence requires that, the judgment debtor, within whose knowledge the existence of movable properties exists and for whose benefit the said execution of the movable properties stands to benefit, the debtor must at the earliest opportunity that execution processes have been commenced or even anticipated, bring this information to the attention of the Judgment Creditor and the deputy sheriff.

As has been referred to supra, the 1st Defendants were complicit in the proceedings that terminated with the sale of their factory premises. This is because, even though they had notice of the judgment against them by their filing of a motion on notice for Stay of Execution and to be allowed to pay by instalments on 23/6/2006, and filed several other processes thereafter all in an attempt to stay execution or for Reserve price of the properties, it was not until in their affidavit in support of a motion on notice for Stay of Execution filed on 6/10/2011 that this issue of having sufficient movables was raised in a deposition as follows:-

> *"That I have also been advised and verily believe that it was wrong for the Defendant/Applicant's immovable property to be attached when, as indicated above, there is moveable equipment worth more than the outstanding indebtedness."*

However, we observe that, the entire application upon which the above depositions was founded, was however struck out by the court as withdrawn by order of the court dated 12th December 2011 following it's withdrawal by the 1st Defendant's counsel, Mr. Toku.

We also observe that there was a time lapse of over 5 years when 1st Defendants had notice of the executions and when they first brought it to their notice.

It should be further noted that, since becoming aware of the execution process successfully embarked upon by the Plaintiffs against the 1st Defendants properties, instead of taking prompt steps such as are legitimate under law and pursuant to the Rules of Procedure, the 1st Defendants proceeded to take faulty steps, thereby compromising their position and in that regard waiving whatever rights if any that they might have had.

We have duly perused all the plethora of cases referred to us by both counsel in this case in their statements of case. We however observe that, whilst these cases may be appropriate, **what is of concern to us is the practical meaning and effect of the provisions in order 44 r. 2 (3) of C. I. 47**. Emphasis

Having apprized ourselves of all the cases and particularly Kwami Tetteh's authoritative textbook, *"Civil Procedure in Ghana, A Practical Approach"* we come out with the following as a road map that a judgment debtor desirous of putting a damper on the sale of his or their immovable properties where there are sufficient movable properties must follow.

1. Immediately the judgment debtor is aware of the commencement of execution processes against his immovable where there are movables he must notify the judgment creditor, and the court about the existence of that fact.

2. Since time is of the essence, this notification must be timely with a list of the movable properties, where located and their valuation vis-à-vis the judgment debt.

3. When this process is ignored, the judgment debtor must file an application to either stop the sale of immovable properties whilst there are movables.

4. The judgment creditor must comply with any such information given him on the existence of movable properties.

We observe that, rather than proceed in a systematic and timely manner to ventilate their rights if any, the 1st Defendants proceeded in circles without any concrete and legitimate steps. **In this respect, we take note of the fact that, indeed the 1st Defendants took several faulty fresh steps after becoming aware of their rights under Order 44 r. 2 (3). In this respect, they should be deemed as having waived their rights if any**. In our considered opinion, our brethren in the Court of Appeal dealt very admirably with this issue that it will be begging the question to repeat them ad nausem.

In this respect, we fully endorse and apply the decision of Edward Wiredu J, (as he then was) in the case of ***Mensah v Bimpeh [1980] GLR 141.***

It is therefore clear that, it is only the true and real owner of property who can bring this to the notice of the Judgment Creditor and the court.

A lot of reference has been made to the recent decision of the Supreme Court in the unreported case of ***Standard Bank Offshore Trust Co. Limited (substituted by Dominion Corporate Trustees Ltd) v National Investment Bank and Others Suit No. C A . J4/63/2016.*** However, our understanding of the judgment is that the non-compliance complained of therein went to capacity and not to irregularity as was held by the Court of Appeal in this case. Since capacity is crucial and indeed the backbone of Civil Procedure than the type of irregularity complained of in the non-compliance to order 44 r. 2 (3), the said ***Standard Bank Offshore Trust Co. Limited case*** does not apply and is thus irrelevant for the purposes of this case..

CONCLUSION

Under the premises, having considered the submissions contained in the statements of case of both counsel as well as the appeal record, we are of the opinion that the appeal herein must fail and same is accordingly dismissed.

We hereby affirm in its entirety the judgment of the Court of Appeal dated 17th December 2015.

J. V. M. DOTSE
(JUSTICE OF THE SUPREME COURT)

YEBOAH, JSC:-

I agree with the conclusion and reasoning of my brother Dotse, JSC.

ANIN YEBOAH
(JUSTICE OF THE SUPREME COURT)

BAFFOE-BONNIE, JSC:-

I agree with the conclusion and reasoning of my brother Dotse, JSC.

P. BAFFOE-BONNIE
(JUSTICE OF THE SUPREME COURT)

APPAU, JSC:-

I agree with the conclusion and reasoning of my brother Dotse, JSC.

Y. APPAU
(JUSTICE OF THE SUPREME COURT)

PWAMANG, JSC:-

I agree with the conclusion and reasoning of my brother Dotse, JSC.

G. PWAMANG
(JUSTICE OF THE SUPREME COURT)

COUNSEL

HAROLD TIVAH ATUGUBA WITH HIM EMMANUEL EWOOL FOR THE 1ST DEFENDANT/RESPONDENT/APPELLANT.

FRANK BOAKYE AGYEN WITH HIM REBECCA BOAKYE (MRS) FOR THE PLAINTIFF/APPELLANT/RESPONDENT.