IN THE SUPERIOR COURT OF JUDICATURE

IN THE SUPREME COURT

ACCRA – GHANA

CORAM: WOOD (MRS) C.J. (PRESIDING)

BROBBEY,J.S.C

ANSAH, J. S. C

DOTSE, J. S. C

GBADEGBE, J. S. C

CIVIL APPEAL

NO. J4 / 29 / 2011

21ST DECEMBER, 2011

1. **KWAKU BAMFI ADOMAKO)**
2. **PATIENCE NANA ADOMAKO) ..... PLTS/APPTS/RESPS**

VRS

1. **OPANIN KOFI DUODU)**
2. **KWASI AKRONG)**
3. **EMMANUEL NTIFU)**
4. **KOJO ESUON)**
5. **OHENE KWABENA)**
6. **NANA OBUOBI ANKWA) ..... DEFS/APPTS/RESPS**

J U D G M E N T

WOOD (MRS), C. J:-

On the 21st of December, 2011, we dismissed the appeal against the decision of the Court of Appeal delivered on the 10th of February 2006, and reserved the reasons for that conclusion. We now provide them.

The Plaintiffs/ Appellants/Respondents (Respondents), who are husband and wife claim to have purchased the land, the subject matter of this appeal, from the Asakyiri Aduamoah family of Aburi represented by Nana Odjobi Aduamoah IV (now deceased) as the lawful head of the family and with the consent and concurrence of the elders of the said family. The property was to be used for the construction of a vocational school. Following the alleged purchase, Nana Odjobi brought to the respondents an indenture, Exhibit B, and executed same. It was subsequently registered by the respondents.

They maintain that they were however compelled to institute proceedings in the High Court, in protection of their right to ownership of the property, when the appellants, led by the 6th appellant, who succeeded Nana Odjobi as the head of the family, challenged their right to title through various adverse acts.

The appellants however vehemently challenge the alleged sale transaction on grounds of mixed facts and law. Firstly, they contended that the 1st appellant, who happens to be the actual head of family of the owners of the land, never sold the land to the respondents. They maintain that the interest which they conveyed and which the respondents acquired was not an outright sale, but a conditional licence for the use of the 20 acres of their family land, albeit for a school project. Secondly, they contended that in any event, Nana Odjobi had no lawful authority to sell their family land at Adamorobe, and consequently, any purported sale by him was altogether void. Thirdly, they maintain that even if any such sale

transaction took place, it was without the consent and concurrence of the principal elders of the family and therefore a nullity.

Not surprisingly, they set out the conditions on which the alleged licence was granted. These were that:

a. That profit from operating the school would be shared equally between the parties
b. The respondents will build a family house at Adamorobe for the Odjobi Aduamoah Asakyiri family
c. The respondents would establish a cement block factory at Adamorobe from which members of the said family could purchase cement block at concessionary rate to build their personal houses.
d. The school project should take off within 3 years failing which the family would re-enter the plot.

In the events that followed, the trial court dismissed the respondents' case. He found from the evidence adduced that although Nana Odjobi had the requisite capacity to sell the land and did in fact sell the land to the appellants, it was without the consent and concurrence of the principal members of the family He accordingly pronounced the purported sale a nullity, the registered deed "void" and declared judgement for the appellants on their counterclaim.

The respondents' successful appeal to the Court of Appeal subsequently triggered an appeal to this court on two generic grounds. The first, the oft used omnibus appeal ground "the judgement is against the weight of evidence" is allowable under the rules of court. The second ground is however clearly not permissible and is accordingly struck out. Nevertheless, this conclusion per se, will not in any way jeopardise the appellants fortunes in this appeal or result in any miscarriage of

justice, given that the all embracing ground (1) is broad enough to admit any appeal ground embedded in the offending ground (2). It is reproduced hereunder.

"(2) The court below misdirected itself by ignoring the real matters in controversy before them and raising the wrong questions and deciding them against the defendants.

Additionally, the appellants successfully obtained leave to argue the following two grounds of which the second does not, under the rules, qualify as an appeal ground and must consequently be struck out.

(a) Court of Appeal erred when it held that the appellants did not file any notice of intention to have the judgment of the trial court varied in any manner when such a notice was filed on 28/01/2004...

(b) By so doing, the Court of Appeal disabled itself from considering the appellants submission on the matter of the variation."

The main argument relative to the additional ground (a) is that the appellate court's rejection of their plea for variation, on the sole premise that they failed to file any notice of intention to have the judgment varied in any manner, is factually incorrect. They rightly contend that, as far back as the 28th of January 2004, they had filed the requisite notice, with detailed grounds in support thereof and the form in which they wanted the variation to take. The notice was couched as follows:

"Whereas the judge rightly gave judgment to the Defendants he ignored material evidence put forward by the Defendants and the issues that came before him, and therefore limited the case of the Defendants in arriving at his decision."

As already demonstrated, their argument that they were not in breach of the procedural rule governing variation orders on appeal, is well grounded. But this is

the farthest this argument can aid them. That factually incorrect finding never led to any miscarriage of justice. Differently stated, the facts as corrected, does not alter the appellants' fortunes in this court as relates to as the application for variation. Thus, the final conclusion that they cannot be entitled to a variation remains undisturbed. And the reasons for this decision are quite straightforward.

First, the notice of intention filed on the 28th of January, 2004, is procedurally defective and thus incompetent, as being time barred. Second, it is also substantively flawed.

The rule 15 (1) of the Court of Appeal Rules, CI 19 provides:

"If a respondent intends upon the hearing of an appeal to contend that the decision of the court below should be varied, he shall within one month after service upon him of the notice of appeal cause written notice as in form 7 in part 1 of the schedule of his intention to be given every party who may be affected by the contention".

The Court of Appeal Rules rule thus requires that, a notice for variation of a decision of a court below must be filed within one month after service of upon a respondent of the notice of appeal lodged by an appellant. In other words, to be effective, the notice for variation must be filed within the time stipulated under the rules, which is one month, or within the time limited by the court upon an application for extension of time within which to do so.

Admittedly, the record does not disclose the specific date on which the notice of appeal was served on the appellants. The importance of ascertaining the exact date on which the notice of appeal was served on the respondent cannot be underestimated. Time begins to run and must be reckoned from that date. But in this instant case, valid inferences can be drawn from the record in this regard. The

Notice of Appeal was filed on the 15th of May 2002. A motion for injunction pending appeal and its accompanying affidavit was filed shortly thereafter, on the 22nd of May 2002. Pertinently, neither the motion paper nor accompanying affidavit hid the fact that an appeal had been lodged and was pending in the Court of Appeal.

In their opposing affidavit filed on 23rd July 2002, the appellants never raised issue about the pendency of an appeal, nor the fact that they had not been served with any notice of appeal. To the contrary, it is safe to presume; from the facts as deposed to in the affidavit that the notice of appeal had been served on them. It is to be noted that in almost every paragraph of their affidavit, they made reference to the pending application, namely, that it is an interlocutory application pending an appeal. A most benevolent reckoning of the date on which the notice of appeal was served on them to coincide with the date of the opposing affidavit, would still place their notice of intention for variation outside the time limited under the rules of court. From these set of facts, as rightly argued by the respondent counsel, the notice for variation was time barred. In the absence of evidence that the time was extended by the court, the notice for variation is incompetent and not open for consideration by the Court of Appeal.

This aside, there is yet another reason why the notice must be dismissed. We must confess that we find this application for variation of a decision which they themselves are completely happy with and impliedly admit in their notice as correct for all purposes, not in the least warranted by the rules of court.

There is one pertinent question we should address in order that our conclusion that the notice of variation is unwarranted in the circumstances of this case is fully appreciated. And that question is this: What is the scope of this rule? Put

differently, what purpose or object is a notice of variation intended to serve. These questions have been necessitated by the appellants' submission that we do not only reverse the erroneous finding of fact that they had not filed any notice of variation; but that we proceed further to determine the application on the merits.

A simple reading of the rule provides its scope and therefore the rationale behind the rule. It is in the nature of a cross appeal and for all practical purposes serves as an alternative to a cross appeal. It is submitted by a respondent to an appeal, who finding himself or herself not fully satisfied with a decision of the trial court, albeit a favourable decision, would, rather than file a cross appeal, exercise the option of requesting for a variation of the decision complained of. It is thus employed to correct not the assigned reasons, but the decision of the trial court. Notice of variations are therefore not intended to be deployed to procure from the appellate court exhaustive reasons, or further and better reasons, so to speak, to reinforce a reasoned decision, that grand conclusion relative to a successful party's claim, and which in all respects is therefore sound and correct.

It is plain however that in this instant case, the bare purpose for the variation notice was to obtain from the court additional reasons, perhaps what in their view constitute further and better reasons, in support of the decision rendered in their favour. The final paragraph 6 of the grounds on which the variation is sought, supports our proposition. It reads:

"6 That though Defendants were rightly given judgment, the reasons given by the judge did not completely reflect the depth of Defendants case and the evidence before the court."

The appellants' dissatisfaction thus lay with the quality or quantum of reasons assigned for the judgment in their favour; and not the fact that the decision was

erroneous. Interestingly, they explicitly admit the judgment was right. This certainly is not the object of the rule, hence our finding that the notice is substantively flawed. In any event, the appellants did not need a notice of variation and grounds thereon to attack what they refer to as the depth of the trial court's reasoning; or to buttress the further contention that court missed the real matters in controversy. These are all issues that could have been validly raised at the hearing of the appeal. The application for variation is completely unmeritorious.

At this re-hearing, the appellants identified the following as the substantive issues for determination.

"Whether Nana Odjobi Aduamoah had capacity to make a grant of the appellants' family land at Adamorobe, he, not being the Head of the said family.

Whether the 1st appellant, Nana Kofi Duodu's signature on Exhibit B is effective to signify the consent and concurrence of the elders of the appellants' family to the transaction or he can resile from it on the grounds of illiteracy."

These issues basically cover those that were identified by the parties as constituting the main issues for trial in the court of first instance, namely:

"(a) Whether the transaction that took place between the plaintiffs and the late Nana Odjobi Aduamoah IV was one for the purchase of land at Adamorobe.

(b) Whether the late Nana Odjobi Aduamoah IV was the overall head of the defendant's family and had the competence to enter into the transaction with the plaintiffs.

(c) Even if he did not have such competence, whether the defendants are now estopped by their conduct from contending that he lacked such competence.

(d) Whether the plea that Nana Odjobi Aduamoah IV did not read the instrument he executed on behalf of the defendants' family in favour of the plaintiffs conveying the land at Adamorobe to the plaintiffs on sale is a good defence to the suit.

(e) Whether the defendants are bound by and are stopped by that instrument from denying that their family has sold the land, the subject matter of this suit, to the plaintiffs".

The two lower courts resolved these issues in favour of the respondents. The trial court combed through the evidence and concluded firmly that although the 1st respondent and not the deceased chief Nana Odjobi, was the head of family, for the purposes of this particular transaction, the deceased chief rightly acted as the lawful head of the appellant's family with full authority and capacity to alienate the land. Secondly, the evidence pointed to an outright sale of the land, and not a conditional licence as alleged by the appellants.

Both courts rationalised that given the evidence led at the trial, the appellants were estopped by their conduct from denying that Nana Odjobi Aduamoah IV lacked the competence to make the grant. The trial judge's finding on this crucial issue is reproduced hereunder.

"I will accept plaintiff evidence that Nana Odjobi was also present at this meeting. It is defendants case that 1st defendant is the head of the family and not Nana Odjobi. I will accept the evidence of the defendant that 1st defendant, Opanin Kofi Duodu was the head of the family at the time of the deliberations for the family's land. If the contentions of the defendants that Nana Odjobi had no authority to dispose of the family's land then what was Nana Odjobi doing at the meeting which concerns transactions relating to the family land. How did he get to the

meeting in the first place? The evidence which I accept is that the contact for the land was made by the plaintiff to the 1st defendant who is the head of the family at Adamorobe. Plaintiffs then did not know Nana Odjobi. Is it not the 1st defendant who introduced the plaintiff to Nana Odjobi as the plaintiffs contend because 1st defendant claimed Nana is the overall authority who can deal with the land? I think so. I will find that it was the 1st defendant who introduced the plaintiff to Nana Odjobi as the overall head who can deal with the land, and a subsequent meeting having been held with some members of the family including Nana Odjobi with the plaintiff at which deliberations relating to the land was held. It is my opinion that the plaintiff had every reason to believe that Nana Odjobi, a graduate, was the head who could deal with the family's land. 1st defendant and some members of his family did put up Nana as the head who can deal with the family's land. I will agree with the plaintiffs' contention therefore that the defendants can't now deny Odjobi the competence to deal with the plaintiffs in relation to the family's land. Having so held I will accept Nana Odjobi Aduamoah IV and his signature in the indenture exhibit B as valid and competent as head of family to dispose of the family's land to the plaintiffs."

The 1st respondent's unchallenged narration of events leading to the sale discloses that it was indeed the 1st Appellant who intimated that there was a *"higher authority that had the power to dispose of the land and he must be informed in that regard."*

As strangers to the customary intricacies of that family, was the 1st respondent realistically speaking not agree to meet with and deal directly with that higher authority?

The introduction of the deceased into the whole transaction as to his proper role was induced not by the respondents but by the 1st appellant, together with his

elders. Respondents dutifully relied on the express representations of the custodians, the 1st appellant and his elders, to whom his initial approaches were directed, and who informed them of the right procedure relative to the grant of land in the area. Appellants are therefore estopped from denying the authority of Nana Aduamoah IV to make the grant when they by their own representations led the respondents to believe that the people who signed Exhibit B were the proper persons to grant the family's land. Would it not amount to grand fraud if we allowed their claim to hold sway?

The statutory rule governing estoppel by statement or conduct, from whose clutches in the given circumstances of this case the appellants cannot escape, is provided under section 26 of the Evidence Act, 1975, NRCD 323. It provides the following conclusive presumption:

"26. Except as otherwise provided by law, including a rule of equity, when a party has, by his own statement act or mission, intentionally or deliberately caused or permitted another person to believe a thing to be true and act upon such belief the truth of that thing shall be conclusively presumed against that party or his successors in interest in any proceedings between that party or his successors in interest or such relying person or his successors in interest".

We found no basis for disturbing these concurrent findings. Gregory v Tandoh [2010] SCGLR 971 at 986-7, reinforces the well settled legal principle with regard to the circumstances under which a second appellate court may interfere with the concurrent findings of two lower courts. We observed:

"It was well- settled that where the findings of fact such as in the instant case had been made by the trial court and concurred in by the first appellate court, i.e. the Court of Appeal, then the second appellate court, such as the Supreme Court, must

be slow in coming to different conclusions unless it was satisfied that there were strong pieces of evidence on record which made it manifestly clear that the findings of the trial court and the first appellate court were perverse. However, a second appellate court, like the Supreme Court, could and was entitled to depart from findings of fact made by the trial court and concurred in by the first appellate court under the following circumstances: First, where from the record of appeal, the findings of fact by the trial court were clearly not supported by evidence on record and the reasons in support of the findings were unsatisfactory; second, where the findings of fact by the trial court could be seen from the record of appeal to be either perverse or inconsistent with the totality of evidence led by the witnesses and the surrounding circumstances of the entire evidence on record; third, where the findings of fact made by the trial court were consistently inconsistent with important documentary evidence on record; and fourth, where the first appellate court had wrongly applied a principle of law. In all such situations, the second appellate court must feel free to interfere with the said findings of fact, in order to ensure that absolute justice was done in the case. Achoro v Akanfela [1996-97] SCGLR 209 and Fosua & Adu Poku v Dufie (Deceased) & Adu Poku Mensah [2009] SCGLR 310at 313..."

Following these findings, the only pertinent issue left for our consideration is whether or not principal elders consented to the sale. The reasons assigned by the trial court for dismissing the respondents' claim were that the evidence did not establish that, as required under law, any principal elder of the family consented to or concurred to the sale. In the case of the 1st appellant, the trial judge held that:

"He is on evidence undisputedly an illiterate and to hold him to exhibit B there should be evidence that he was aware of the contents of the document. For when an illiterate attest to the execution of a document as a witness by making his mark

on it there is no presumption that he has any knowledge of the contents of the document. The presumption is rather the other way round, and a heavier onus rests upon any person claiming that an illiterate who has attested to a document is aware of the contents of such document to prove it. Refer to the cases of (1) ZABRAMA V. SEGBEDZI (1991) 2 GLR 221

(2)YOHANE V. ABOUD 1 GLR 258 (sic)

Did the plaintiffs discharge the burden in relation to Kofi Duodu? I don't think they did. At the end of it all we have Exhibit B purporting to transfer the family's land without the concurrence or consent of any principal elders of the family. Such transaction the law says is ineffective. Refer to the case of MECHANICAL LLOYD (1984-86) 1GLR 412. In fact in this case the defendants have counterclaimed for the invalidation of the sale based on Exhibit B. By all indications this is a timeous act of the family to invalidate the sale. Exhibit B being such defective in the transfer of the Nana Odjobi Aduamoah Asakyiri family land at Adamorobe I find myself unable to uphold any plaintiffs claim and I dismiss them accordingly. On the other hand I would have to uphold the counterclaim of the defendants and declare the registered document with Land Registry No. 3016/1999 void. I will make a further order directed at the Land Registry to expunge the said instrument from its record"

In overturning this definitive finding the first appellate court reasoned:

"Even if it is accepted that the 1st Defendant was illiterate, the fact found by the learned trial judge was that he played a prominent role in the sale of the land to the plaintiffs. It was the 1st Defendant who introduced the plaintiffs to Nana Odjobi Aduamoah IV (deceased) as persons desirous of purchasing a portion of the Defendants' family land. 1st Defendant was present at all times during negotiations

for the purchase of the land. He introduced the plaintiffs at a family meeting as persons who wanted to buy part of the land of the family. He was present when the plaintiffs made part payment of ¢1,000,000 (one million cedis) to Nana Odjobi at Mempeasem, Accra and he thumb printed Exhibits A and B as witness. His illiteracy must therefore not be employed to mask the fact he knew or ought to have known that he was thumb printing a document evidencing the sale of a parcel of his family's land to the plaintiffs. The conclusion is plausible and right given the finding made by the trial judge that the plaintiffs and members of defendant's family entered into the negotiations for the sale of the land to the plaintiffs and also given the fact that the trial judge rejected the evidence of the Defendants that they released land to the plaintiffs upon terms that profits accruing from their school project would be shared equally with defendants among other terms. As the learned trial judge found that Nana Odjobi Aduamoah IV and 3rd defendant are bound by Exhibit B, I would also hold that having regard to the course of dealing between the 1st defendant and plaintiffs, the 1st defendant is also bound by what was expressed in Exhibit B. I think it would be improper to permit the 1st defendant under the guise of illiteracy to avoid the transaction entered into between the plaintiffs and the 1st defendant's family which he freely and voluntarily entered into."

It is this crucial finding that has evoked the critical issue as to whether or not the principal members of the family consented to the sale. In the case of Nana Odjobi as the grantor, there was no need for a jurat as he was a University graduate.

The issue thus relates to the other signatories to the Exhibit B. Are they bound by it? We would answer this question in the affirmative. On the germane issue of protection of illiterates, the law is that the presence or otherwise of a jurat should not be conclusive of whether or not the illiterate should be bound by the document

complained of. In arriving at this conclusion, we have been guided by two important decisions, namely, Kano v Kalla [1977] 2GLR 367 and Zabrama v Segbedzi [1991] 2 GLR 221.

The Kalla case revolved around the sale of a house. The question of whether the owner, who pleaded illiteracy and pleaded the protection, afforded to illiterates who execute documents at law, the court held the view that:

"Depending on the circumstances of each case, the evidence needed to rebut the presumption of an illiterate signatory's ignorance of the contents of his freely executed document could be direct or circumstantial or a mixture of both. Despite the absence of an interpretation clause on the face of the document of sale in the present case, there was nevertheless evidence that the plaintiff knew of the fact of the prior sale of his house to the first defendant before affixing his thumbprint to exhibit 4, the document spelling out the salient details of the house purchase agreement. Furthermore, the plaintiff's own letter to the city engineer informing the latter of the accomplished sale of his house antedated exhibit 4. These and other surrounding circumstances were of great probative value and they sufficed to rebut the plaintiff's presumed ignorance of exhibit 4. The conduct of the plaintiff both before and after the date of that document clearly belied and rebutted the presumption of ignorance, and in the circumstances, the plaintiff was bound by the contents of the agreement of sale."

Again, in the Zabrama case it was observed that:

"The presence of an interpretation clause in a document was not conclusive of the fact, neither was it a sine qua non. It was still possible for an illiterate to lead evidence outside the document to show that despite the said interpretation clause,

he was not made fully aware of the contents of the document to which he made his mark."

The rationale behind this rule is aptly articulated in the case of Owusu Kumah and Another [1984-86] 2 GLR 29, as well as the Zabrama case. In the Owusu Kumah case, the Court of Appeal, then the highest court held that:

"The main object of the Illiterates Protection Ordinance, Cap. 262 (1951 Rev.) was to protect illiterates for whom documents were made. Section 4 of Cap. 262 obliged every person writing a letter or document for an illiterate to read or cause it to be read over and explained to the illiterate and also ensure that the illiterate thumb-printed or made his mark on the letter or document."

The Zabrama case stressed the need to prevent illiterates from using the principle as a cloak to defraud others explained the principle in these terms:

"If after assessing all the available evidence was satisfied, upon the preponderance of the evidence that the document was read and interpreted to the illiterate person, then the burden of proof would have been discharged by the person relying on the document. That was because just as it was bad to hold an illiterate to a bargain he would otherwise not have entered into if he fully appreciated it, so also was it equally bad to permit a person to avoid a bargain properly and voluntarily entered into by him under the guise of illiteracy...

The principle, however, should not be stretched to make illiteracy a cloak for perpetrating fraud or criminal activities"

The clear principle emanating from these cases is that, courts must not to make a fetish of the presence or otherwise of a jurat on executed documents. To hold otherwise, without a single exception, is to open the floodgates to stark injustice.

Admittedly, the presence of a jurat may be presumptive of the facts alleged in the document, including the jurat. But that presumption is rebuttable, it is not conclusive. The clear object of the Illiterates Protection Ordinance, Cap 262 (1951 Rev.) is to protect illiterates for whom a document was made against unscrupulous opponents and their fraudulent claims; those who may want to take advantage of their illiteracy to bind them to an executed document detrimental to their interests. At the same time, the Ordinance cannot and must not be permitted to be used as a subterfuge or cloak by illiterates against innocent persons. Conversely, notwithstanding the absence of a jurat, the illiterate person who fully appreciates the full contents of the freely executed document, but feigns ignorance about the contents of the disputed document, so as to escape legal responsibilities flowing therefrom, will not obtain relief. As noted, the presence of a jurat at best raises a rebuttable presumption only, not an irrebutable one. Thus, any evidence which will demonstrate that the illiterate knew and understood the contents of the disputed document, that is the thumb printed or marked document, as the case may be, should settle the issue in favour of the opponent. In other words, in any action, it should be possible for the one seeking to enforce the contents of the disputed document to show that despite the absence of a formal jurat, the illiterate clearly understood and appreciated fully the contents of the document he or she marked or thumb printed.

On the evidence, neither the1st, 2nd nor 3rd appellant can claim they did not know that Exhibit B involved a sale of his family land to the respondents. The unchallenged evidence establishes beyond every reasonable measure of doubt that 1st appellant and his elders, who accompanied Nana Odjobi, their acknowledged head of family, to the respondents' house and armed with the Exhibit B, clearly

knew that their dealings with the respondents and eventual preparation and signing of Exhibit B governed the sale of his family's land to the respondents.

The 1st respondent's evidence on this pertinent issue was that:

"Odjobi brought the indenture to my house. He came with 1st defendant and 3rd defendant and 2nd defendant. 2nd defendant was present...He told me he had brought the indenture to be signed by both parties. It was signed that day by him and us. All who came with him were present at the signing. Those who accompanied him all put their signatures and thumbprint on the document as witnesses..."

From the totality evidence, it was the 1st, 2nd and 3rd appellants, who accompanied the deceased Odjobi, the rightful head of family to the respondents' house to submit the Exhibit B for the necessary signing formalities.

The statutory estoppel rule of evidence in relation to recitals in written instruments, provided for under S. 25 of the Evidence Act, 1975, NRCD 323, which rule was examined in the case of Ampim v Bediako [1984-86] 2GLR 628, would thus not justify our interference with the decision of the court below on the pertinent issue of whether or not the appellants are bound by the Exhibit B. They cannot seek refuge under the Illiterates Protection Ordinance to deny the respondents of their just entitlement.

In conclusion, these reasons form the basis of our decision of 21st December 2011.

(SGD) G. T. WOOD (MRS)
CHIEF JUSTICE

(SGD) S. A. BROBBEY
JUSTICE OF THE SUPREME COURT

(SGD) J. ANSAH
JUSTICE OF THE SUPREME COURT

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

(SGD) N. S. GBADEGBE
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