IN THE SUPERIOR COURT OF JUDICATURE

IN THE SUPREME COURT

ACCRA, A.D.2012

CORAM: ANSAH J.S.C. (PRESIDING)

ADINYIRA (MRS), J.S.C.
DOTSE, J.S.C.
ANIN-YEBOAH, J.S.C.
AKOTO-BAMFO (MRS), J.S.C.

CIVIL APPEAL

No. J4/1/ 2012

14TH NOVEMBER, 2012

LT. COL. KUURE MULLER - - - PLAINTIFF/RESPONDENT/APPELLANT
H/NO 60 JUBA TERRACE
BURMA CAMP,BRIGADE HEADQUARTERS
TESHIE-ACCRA

VRS

MESSRS HOME FINANCE COMPANY - - - DEFENDANT/ APPELLANT/

EBANKESE NO. 35, SIXTH AVENUE RESPONDENT

NORTH RIDGE, ACCRA

J U D G M E N T

JONES DOTSE JSC:

This is an appeal by the Plaintiff/Respondent/Appellant, hereafter referred to as the Plaintiff against a Court of Appeal judgment dated 16th December, 2010 in favour of the Defendants/Appellants/Respondent, hereafter referred to as the Defendants. In this regard, it has to be noted at this stage that the plaintiff who instituted the suit against the Defendants, was initially successful in the High Court, but the Court of Appeal reversed the High Court decision of 6th February 2008.

FACTS

The Plaintiff purchased a five bedroom house at a public auction in 2002 that was conducted by Adonten Mart at the instance of the Defendants, a leading financial institution in the country and one of the major players in mortgage financing of houses. The House that the Plaintiff purchased from the defendants following an advertisement of the auction that the Defendants placed in the local newspapers had the following features:

1. The compound measured approximately 120 feet by 100 feet and included space to park cars.
2. The house has five spacious bedrooms and air conditioning facilities in the sitting room and master bedroom.
3. The roof was made of painting tiles whilst the floor was tiled with porcelain tiles.
4. The windows of the house were aluminum sliding windows and the doors were sliding and burglar proof.

The Plaintiff contended that, after having seen the advertisement on the sale of H/No BAE A/25 Baatsona, Accra, he went and inspected the said house and found the above features all in place and accordingly was satisfied with the house. As a result, the plaintiff successfully bid on the property at the auction that was conducted on the 12th day of September 2002 and succeeded in securing the house with his bid of $40,000USD. The Plaintiff paid the Defendants the auction price of the house, and Defendants also handed over the property to him.

The Plaintiff however faced resistance from the original owner of the house, (one Cyril Kofi Hayford) when he attempted to move into the house. This original owner,

successfully sued the Defendants, the plaintiff and the Auctioneer and claimed the house back and retained the rights as owner.This prevented the plaintiff from occupying the house he had bought with the purpose of occupying.

After the Plaintiff failed to reach agreement with the defendants on the sudden turn of events, he sued the Defendants at the High Court, Accra claiming the following reliefs:

RELIEFS CLAIMED BY PLAINTIFF AGAINST DEFENDANTS AT HIGH COURT

a. Delivery of a five bedroom house situate at Baatsona with the features set out in paragraph 4 of the statement of claim.

Alternatively

The open market value of a comparable house at the same location

b. Loss of rent on the house from 12th September 2002 to date of payment.

c. Order for the payment of the legal costs of Plaintiff in the earlier suit.

e. Damages for breach of contract

DECISION OF HIGH COURT

After trial, the learned High Court Judge found in favour of the Plaintiff and ordered as per judgment dated 6th February 2008 that it will be appropriate in the circumstances of the case to order plaintiff to be paid the **current market value of the house in the state that he purchased it.** The learned trial Judge reasoned that, it is only such an order that will restore to him as near as possible the property that he had lost. This is what the learned trial Judge said:

> "*I see this a pure sale of landed property transaction which has failed because the seller, in this case the HFC, failed to give title to the purchaser, the defendant. Reliefs the plaintiff is entitled to it is my view will have to be examined from this light. Where a defendant has failed to make good title in respect of a sale of land transaction,* ***the plaintiff's entitlement is a refund of the purchase price. He is entitled further to interest on the amount from the date of payment until the date refund is made to him unless***

the parties intended otherwise. Where he has been involved in investigating title of the land such expenses incurred will have to be refunded to him. This mode of award of damages to the purchaser was formulated in the old case of Bain v Fotherhill (1874) LR7 HL 158. The principle applied in this case is in accord with the purpose for the award of damages. The purpose of damages is to put the party who has suffered as a result of the breach in nearly the same position that he would have been had the other party not broken the contract. In the Supreme Court case of Royal Dutch Airlines v Fermex Ltd. (1989-90) 2 GLR 623 at 644 *the court stated:-*

> ***"On the measure of damages for breach of contract, the principle adopted by the courts in many cases is that of restitution in integrum i.e. if the plaintiff has suffered damage that is not too remote, he must, as far as money can do it, be restored to the position he would have been in had that particular damage not occurred.....This means the plaintiff has to be put into the position he would have achieved if the contract were performed, and he is allowed to recover damages on the basis of returning him to the position before the contract was made.*** *The amount of money adjudged to be due to him must be assessed as at the time the contract was broken."*

Continuing, the trial Judge concluded thus:

> *I have no doubt that the plaintiff suffered some damages. He bought the property to occupy as his residence when on retirement and for which he paid $40,000.* ***I think in the first place the plaintiff will need a house similar to one he lost. And it is appropriate in the circumstances of the case to order that he be paid a current open market value of the house in the state that he bought it****. It is my view that it is only such an order that will restore him as near as possible the lost property".*

Based on the orders made by the High Court in favour of the Plaintiff and with further orders for the Land Valuation Board to determine the current open market value of the house in issue which was carried out as a basis to be used for the replacement

cost, the Defendants felt aggrieved and appealed the decision of the High Court to the Court of Appeal.

COURT OF APPEAL DECISION

From the appeal record, it is certain that the Defendants were successful in their appeal. This is because, the final orders made by the Court of Appeal stated as follows:-

> "***This court however orders that the defendant refunds the Plaintiff/respondent the cedi equivalent to this $40,000 USD as at 2002 when the money was paid with the prevailing commercial interest at that time, i.e. 2002 to date.***"

The above orders of the Court of Appeal must be considered against the background of what the Court of Appeal earlier stated in the judgment as follows:

> "*Nobody can blame the Plaintiff for not mitigating his loss as submitted by Counsel for HFC since they kept assuring him they would re-possess the house and give same back to him "but would take time". With this from an institution like HFC what do they expect the plaintiff to do, nothing but to keep his fingers cross and wait for them to fulfill their word. The law and the courts seek to do justice and nothing else. Is it fair to just return plaintiffs USD 40,000 to him after eight (8) years, from 2002 to 2010, definitely no, since that will occasion a grave miscarriage of justice, to say the least.*
>
> *It's our candid opinion that the plaintiff is an innocent purchaser for value without notice who should not suffer the negligence of the defendant/appellants. Their Legal Department should have made sure all procedures are duly followed before they advertise this sale to the public. It's not the duty of the innocent purchaser to ensure the right processes and procedures are followed before the bid. It's a presumption that since this is official all procedures have been duly followed. This is not an auction flowing out of a judgment debt, that obliges the judgment creditor to ensure title and interest of the judgment debtor in the property so auctioned for the debt. The negligence of HFC should not be laid at plaintiff's door step but they suffer the consequence of their negligence.*

We do not think that trial judge erred in holding that plaintiffs be paid the current market value of the property after all the principle of restitutio in integrum is to restore the party affected by the breach to their original position following a recession of the contract between them."

The Court of Appeal in my opinion correctly stated the facts and the law when they stated further as follows:

"In effect to restore him to that position the party that caused the breach has to pay him the open market value of the house he lost to enable him purchase another house similar to the one he lost. Plaintiff's original position was his capacity and ability to purchase a house the nature or size of the subject matter. USD 40,000 cannot buy him a house now in 2010 similar to what he lost in 2002. We therefore uphold the trial Judge's finding and would not disturb same." emphasis supplied

The Court of Appeal further held in their judgment as follows:

"On the question whether the judgment is against the weight of the evidence, we have very carefully perused, examined and assessed and evaluated the entire evidence on the record of proceedings and we have come to the conclusion that the judgment is supported by the evidence on record."

However, in a sudden turn of events, the Court of Appeal concluded their judgment in the following closing terms, hence the plaintiff's appeal to the Supreme Court.

"This court however order that the defendant refunds the plaintiff/respondent the cedi equivalent to this USD 40,000 as at 2002 when the money was paid with the prevailing commercial interest at that time, i.e. 2002 to date. In addition, for the inconvenience cause the plaintiff, the court hereby award punitive cost of GH¢5,000 to the plaintiff/respondent against the defendant."

APPEAL TO SUPREME COURT AND GROUNDS

Dissatisfied with the decision of the Court of Appeal, the Plaintiff has therefore lodged this appeal to this court with the following as the grounds of appeal.

i. The order of the Court of Appeal is wrong in law against the correct statement of the law on quantum of damages which was stated by the Court itself because the order does not restore the Plaintiff/Respondent to the position that he would have been but for the breach by Defendant/Appellant; it in fact makes him worse off.
ii. The order is against the weight of the evidence.

iii. Further grounds of appeal to be filed upon receipt of the record of appeal.

No additional grounds have been filed, and the following are the issues for determination.

ISSUES FOR DETERMINATION

Having perused the statement of case of the parties, I am of the opinion that the following two issues are germane to the resolution of the dispute that has arisen between the parties before this court.

1. Whether the plaintiff is only entitled to $40,000USD plus interest or
2. Whether he is entitled to the current market value of the house that was sold to him but undelivered.

This Supreme Court has therefore been requested to consider relatively straightforward contractual matters. The facts of the case have to be simplified thus, **that the Plaintiff purchased a house from the Defendants, but they did not deliver the house as was agreed upon in the contract of sale.**

The plaintiff on his part lived up to his part of the bargain in paying the Defendants the sum of $40,000USD at the auction for the 5- bedroom house. How did the

Defendants live up to their end of the bargain in ensuring that the house the plaintiff purchased was specifically delivered to him?

Even though the Defendants were prevented by a subsequent court proceedings by the original owner of the house to deliver the house, it is clear that the defendants failed to perform due diligence in the entire transaction, hence their inability to deliver the house. I am of the opinion that, the defendants ought to have made sure of their title before embarking upon the auction sale. As pace setters in mortgage financing of housing in Ghana and a very reputable Financial Institution (attributes which this court can take judicial notice of) it is not surprising that the plaintiff accepted the deal and went along with the defendants.

What beats my imagination is that, if the Defendants were convinced about the genuineness of their decision to sell the house at the public auction, then having lost the action instituted against them by Mr. Hayford, the original owner of the house, they could have appealed against that decision.

For example, in the instant appeal, the defendants lost at the trial court, but appealed that decision which they surprisingly won an appeal to some extent. It was because of their conviction that they had a good case that led them to successfully appeal the trial court decision in the instant case.

As matters stand now, when and where it mattered most, the defendants abandoned the plaintiff and left him to his fate.

Before I deal with the two legal issues identified supra, I wish to observe by reiterating the point that despite the fact that the Court of Appeal varied and or reversed the High Court decision, both courts all affirmed the fact that the plaintiff is entitled to damages for breach of contract. The question then is what is the quantum of damages that the plaintiff is entitled.

Whilst the High Court held that the Plaintiff is entitled to present day value of a 5-bedroom house with similar specifications to the one purchased by the plaintiff, the Court of Appeal held that the plaintiff is only entitled to $40,000USD plus interest accrued since the purchase of the house in 2002.

These are the two conflicting decisions that this court is presently faced with upholding one over the other.

RESOLUTION OF THE ISSUES IDENTIFIED

Since any attempt to deal with the identified issues will dovetail into each other, I have decided to lump the two issues together in the discussions and analysis herein. I believe it is fairly well settled that where appropriate, the "*principle of restitutio in integrum"* shall apply in cases of breach. What then would be the position which the plaintiff would have been but for the breach and for which reason he needs to be restored?

The Court of Appeal in my opinion correctly identified and dealt with this problem in the following statements:-

> "*In effect to restore him to that position the party that caused the breach has to pay him the open market value of the house he lost to enable him to purchase another house similar to the one he lost. Plaintiff's original position was his capacity and ability to purchase a house the nature or size of the subject matter $40,000USD cannot buy him a house now in 2010 similar to what he lost in 2002. We therefore uphold the trial Judge's finding and would not disturb same."*

As I observed earlier, the Court of Appeal correctly stated the principles based upon an understanding of the facts on record. However, the order made by the Court runs counter to their reasoning and understanding of the said principles. The Court of Appeal missed the point when it ordered that the Defendant Bank should pay to the Plaintiff the cedi equivalent of $40,000 USD with interest, simpliciter without taking into account the loss of the Plaintiff in enjoying the house he purchased in 2002.

What happened to the Court of Appeal's own observation that the party that caused plaintiff the breach has to pay him the open market value of the house he lost in order to enable him purchase another house similar to the one he had lost? The Court of Appeal really did a somersault in their analysis and conclusion reached in the matter. The facts of this case, as correctly stated by the trial High Court, clearly establish the fact that, the plaintiff must be paid sufficient damages by way of compensation to enable him purchase a similar house.

However, with the orders they made, and taking into account the fluctuations in the building industry, it is certain that, the plaintiff cannot purchase a similar house with the sum of $40,000 USD in 2010, whilst the amount was paid for the original purchase in 2002. Even with interest charges, judicial notice can be taken of the fact that with the rate of inflation from 2002 up to the present single digit inflation, the plaintiff has been dealt a devastating blow by this Court of Appeal order.

In my respectful opinion, this was an error and ought to be reversed by this court.

It appears that the Court of Appeal accepted the Defendant Bank's contention that it must only return the $40,000 USD plus interest to the plaintiff in order to return the plaintiff to his original position, and this to me is unreasonable, does not make sense and is also illogical.

Why do I say so? This is because the defendant entered into a contract with the Plaintiff and the object of the contract was the 5-bedroom house with the amenities stated supra being handed over to him.

Secondly, the price that the plaintiff paid for the house is incidental to the object of the contract, which is the 5-bedroom house.

Thirdly, it has to be noted that, housing markets are known to fluctuate and the said markets can therefore be unstable whilst the house may have been worth $40,000USD in 2002 that is clearly no longer the case, that house is worth considerably more today than it was years ago.

Fourthly, since the contract between the parties was for a house, to direct that the plaintiff recover his money plus commercial interest would work a lot of injustice on the plaintiff. Without taking into consideration the present day value of the type of house.

Fifthly, since the specific house is no longer available, the only just course of action left for the defendants is to provide the Plaintiff with monetary equivalent that would enable him to purchase a similar house. The cost or the quantum of this house must be based on the current market value of similar houses, as was rightly held and determined by the High Court and the Court of Appeal itself.

Finally, this Supreme Court must for good public policy reasons such as the need to value legal instruments or contractual transactions and thereby emphasise the concept or principle of stability of contracts.

It was in 2002 that the plaintiff and the Defendants entered into the contract for the purchase of the 5- bedroom house. Ten years down the line that object has become a mirage, and it will be a travesty of justice to say at this moment that the contract is worth only $40,000, and not the actual value of a 5 –bedroom house which was the very object of the contract. Such a conduct I dare say would run counter to the notion of stability of contracts.

Perhaps it will not be out of place at this juncture to reiterate the fact that, if it is desirable for people to use contracts in the business world to regulate and control their dealings with one another, then it is the duty of the law courts to give teeth to these contracts to enable them bite and bite very hard when the contracts are honoured in the breach by the parties.

It has recently been stated that there are some babies who have very strong teeth who can bite very hard. If that is so, then adults who enter into legally enforceable contracts, conscious of the consequences whenever there is a breach must be held accountable for any such lapses.

If the law courts are not careful in providing adequate remedies whenever a breach of contract like the instant case occurs, then there is likely to be the risk that parties may play into the theory of ***"efficient breach".*** For instance, if the Defendant bank, was for example dissatisfied with the price that it received from the plaintiff for the house, it could simply breach the contract because this would be more cost effective than honouring it.

Luckily, this is not the reason in the instant case. However, there is the need for the courts, especially a final and appellate one at that to send clear message that contracts shall be honoured more in their observance than in their breach.

Considering all the above factors and principle, the only logical and reasonable thing to do is that, the defendants owe the plaintiff a 5-bedroom house (or its present day

monetary equivalent), and unless such a decision is given by the courts, the very usefulness of contracts as legal instruments could fall into disrepute.

In analyzing the facts of this case with the legal principle of *"restitutio in integrum"* it is perhaps necessary to do some comparative studies into some other common law jurisdictions.

In Canada for example, even though the remedy of *"restitutio in integrum"* is provided in tort law, it's corresponding remedy in the law of contract is *"expectation damages"* which is a very powerful remedy. By the application of this principle, not only will an individual be restored to the original position whenever there has been a breach of contract, but the individual who suffered the loss is also entitled to the profit of which they have been deprived arising as a result of the breach of the contract.

In essence, expectation damages goes beyond simply restoring an individual to their original position, but it also provides them with their lost expected profits.

In the United Kingdom as well, expectation damages are recognised for breach of contract. See case of ***Czarnikow C. Ltd. v Koufos, The Heron II [1966] C.A*** affirmed sub nom ***1969 H.L [1969] 1 A.C 350, [1967] 3 A.E.R 686***, which is a case that is very well known and applied to illustrate principle of remoteness of damages, can also be applied in this instant. In the said case, the English Court of Appeal held that plaintiff was entitled to loss of profits that resulted when a vessel carrying sugar arrived later than it was contractually obligated to.

Applying the above principles to the facts of the instant case, it would mean that the plaintiff would be entitled not only to the current market value of the 5 bedroom house, but also to the lost rent that could have accrued since 2002 when he purchased the house.

For this type of award to be made, the plaintiff must have pleaded the necessary evidence and also lead evidence on it. Indeed, the Court of Appeal was spot on the issue when it stated in the judgment as follows:-

*"It's trite learning that, it's not the duty of the trial court in civil cases to make the case for the parties. The courts duty is to evaluate the evidence before it, see whether the parties have established their cases or not, and if it did then the court is obliged to enter judgment for that party on the preponderance of probabilities. The court enters judgment for the party for what it asked for and not to give him what the court thinks he needs"(sic) (*page 109 of record).

Even though I agree to a large extent with the above statement, I think it is fairly now established that on the principle of doing substantial justice, the court may in some circumstances grant a party reliefs it did not ask for, provided the grant of that or those reliefs will help achieve substantial justice to the case and bring litigation to an end between the parties. See case of ***Hanna Assi (No.2) v GIHOC Refrigeration & Household Products Ltd. (No.2) [2007-2008] 1 SCGLR 16.***

In the instant case, although the plaintiff did raise the issue of lost profits due to the rents which could have accrued to him had the contract to purchase the house not failed, on the totality of the facts of this case, has the plaintiff led compelling evidence that he is entitled to lost profits in the nature of accrued or lost rents?

The evidence on record suggests that the plaintiff intended to live in the said house upon his retirement, but until that event, he could have rented it and gotten some profit. To date, there is no evidence that the plaintiff has retired. The Plaintiff failed to lead sufficient evidence on loss of rents.

What is very clear from the facts of this case, and from which none of the parties can depart from or deny is that, the Defendants sold a house to the plaintiff they did not have valid title to.

Flowing from the above, it follows that, the Defendants, and not the Plaintiff should bear the damages that have resulted from selling the house to the Plaintiff, as the Plaintiff was unwillingly drawn into this transaction.

I have adverted my mind to the statement of case filed by learned Counsel for the respective parties. What is clear from the legal issues raised is that, once the deal has gone bad, the Defendants cannot rely on their carelessness to avoid the legal ramifications of breaching its contractual obligations.

Accordingly, the plaintiff ought to be put in the position he would have been but for the inability of the Defendants to deliver the house to him. See case of ***Livingstone v Raw yards Coal Co. [1880] 5. App. Cas. 25, 39*** where Lord Blackburn stated the principle of

> ***"restitutio in integrum" compensation should be that sum of money which will put the party who has been injured in the same position as he would have been if he had not sustained the wrong for which he is now getting his compensation or reparation."***

I have also considered notable Ghanaian authorities relevant to the issues germane in this case like the following:

1. ***CFAO v Thome [1966] GLR 107 S.C***
2. ***Borkloe v Nogbordzi [1982-83] GLR 1003***

In all the above cases, the central theme running through them is that, **in cases where there has been total failure, the measure of damages is the current market value principle and if that was not easily ascertainable, then the cost of replacement principle would be used.**

This is especially important in view of the fact that both the trial High Court and the Court of Appeal found that the Defendants lured the Plaintiff into entering a contract for the sale of the house which was subsequently declared by a court of competent jurisdiction to be invalid. Both courts also accept that the plaintiff is entitled to damages.

Similarly, this court has also held that an appellate court will not and should not disturb the award of damages by a trial court unless it can be shown that the award was based on wrong principles of law or that, the trial court completely misapplied the facts of the case to the awards it published.

See cases like

1. **Bressah v Asante, [1965] GLR 117**
2. **Flint v Lovell [1935] 1 K.B 354, C.A**
3. **Karam v Ashkar [1963] 1 GLR 139, S.C at 149** where the Supreme Court

made reference to the judgment of Morris L.J in the English case of **Scott v Musial [1959] 3 A.E.R 193 at 195.**

Since there has been no such wrong application of the principles of law involved or the findings of fact, and considering also that the Court of Appeal in all material respects confirmed the findings and the basis of the awards made by the learned trial Judge, it is clear that there was no real legal basis and justification for the Court of Appeal to have departed from the findings and award of the trial court.

Accordingly, I find that there is therefore no real, compelling and sound reason why this court should depart from the findings of fact made by the learned trial court. The intervention made by the Court of Appeal in my opinion was wrong and should not be allowed to stand.

This Supreme Court has in many decisions held that, unless findings of fact made by the trial court and concurred in by the first appellate court, were found to be perverse, and not supported by evidence on record, a second appellate court, like this court will not interfere, vary or depart from such findings. See cases of:

1. ***Achoro v Akanfela [1996-97] SCGLR 209***
2. ***Obeng v Assemblies of God Church, [2010] SCGLR 300***
3. ***Akuffo-Addo v Cathline [1992] 1 GLR 377 S.C***
4. ***Gregory v Tandoh IV and Anor [2010] SCGLR 971***

On the basis of these authorities I find it difficult to accept the Court of Appeal interference in the findings made by the trial court.

Before I conclude this judgment, there is one small matter that I feel bound to comment upon. This is the submission by learned Counsel for the Defendant's that a High Court had declared the transaction between the plaintiff and defendants for the sale and purchase of the house at the auction as null and void and therefore defendants should not be held liable for the breach. Learned counsel then referred to the case of ***Schandorf v Zeini [1976] 2 GLR 418*** to support his contention. I have apprised myself of the above decision and am of the view that, the said case does not apply at all.

In the ***Schandorf v Zeini*** case, what the Court of Appeal stated in unequivocal terms was that, **to be material such that the courts would deprive a plaintiff of it's**

assistance, the illegality complained off must form the basis of the plaintiff's claim for relief. In otherwords, the claim must be founded on the illegal act. It is however clear that the plaintiff in the instant case has not founded his action on any act of illegality perpetuated by him. The said case is therefore not applicable. The facts are different

What must not be lost sight of is that, the Defendants before they placed the advert in the papers must have been deemed to have done their own due diligence. In any case, the transaction was not an illegal one, but only that the Defendants in their indecent haste to recover their money failed to take the necessary legal steps that would have enabled and empowered them to have transferred good and valid title to the plaintiff.

Considering the relative strengths and weaknesses of both parties in the transactions that have culminated in these proceedings, the Defendants no doubt were in a better position to ensure that it actually had title to the property it had sold at the auction. The Defendants as I indicated in this judgment, are lead and major players in the Financial, Housing and Mortgage market.

Having therefore advertised publicly in a national daily for the auction sale, the plaintiff, no doubt would have been convinced by the huge pedigree of the Defendant in the sector. The contention of illegality by Defendants against Plaintiff in the transaction therefore does not hold.

CONCLUSION

In conclusion, I will allow the instant appeal against part only of the Court of Appeal judgment of 16th December 2010.

That part of the decision of the Court of Appeal setting aside the current replacement cost of the house is accordingly reversed and the decision of the High Court dated 6th February 2008 and 17th April 2008 respectively is upheld and restored.

The Plaintiff is therefore entitled to the present day value of the 5- bedroom house which he contracted for in 2002. Since that house is now significantly worth more than the $40,000 USD which the Plaintiff paid in 2002, the Defendants **must provide him with money at current open market value to enable him purchase or build a similar house.**

[SGD] J. V. M. DOTSE

JUSTICE OF THE SUPREME COURT

[SGD] J. ANSAH

JUSTICE OF THE SUPREME COURT

[SGD] S. O. A. ADINYIRA [MRS.]

JUSTICE OF THE SUPREME COURT

[SGD] ANIN YEBOAH

JUSTICE OF THE SUPREME COURT

[SGD] V. AKOTO BAMFO [MRS]

JUSTICE OF THE SUPREME COURT

COUNSEL;

GABRIEL PWAMANG AND RAYMOND BAGNABU FOR THE PLAINTIFF/ RESPONDENT/ APPELLANT.

LEXKUDOZ FOR THE DEFENDANT/APPELLANT/RESPONDENT.