

**IN THE CIRCUIT COURT "A", TEMA, HELD ON THE MONDAY 31ST
DAY OF AUGUST, 2023, BEFORE HER HONOUR AGNES OPOKU-
BARNIEH, CIRCUIT COURT JUDGE**

SUIT NO. C1/1/18

MARY DONKOR	----	PLAINTIFF
VRS.		
ALHAJI TANKO	----	1 ST DEFENDANT
MR. ABRAHAM	----	2 ND DEFENDANT

PARTIES	PRESENT
NII NOI ADUMUAH, ESQ. HOLDING THE BRIEF OF GRACE OPOKUAA ADDAI, ESQ. FOR THE PLAINTIFF	PRESENT
YAW ADJEI AFFRAM, ESQ. FOR THE DEFENDANTS	PRESENT

JUDGMENT

FACTS

The plaintiff, originally suing through her Lawful Attorney, caused a writ of summons to be issued against the defendants on 2nd October, 2017. The plaintiff, per an amended Writ of Summons and Statement of claim filed on 5th March, 2020, sued in person claiming against the defendants jointly and severally as follows;

- a. A declaration of title to all that piece or parcel of land situate, lying and being at Community 22 Annex at Tema described as plot No. D132 situate, lying and being at Community 22 Annex Tema in the Tema District in the Greater Accra Region of the Republic of Ghana and

measuring 100 feet by 70 feet which piece of land is more particularly delineated on the site plan.

- b. Recovery of Possession
- c. General damages against the defendants for trespass.
- d. Perpetual injunction restraining the defendants, their agents, assigns, workmen, successors-in-title etc. and any person claiming title through the defendants from claiming or interfering with plaintiff's land.
- e. Any other equitable or other relief as this Honourable Court may seem fit.

THE CASE OF THE PLAINTIFF

The plaintiff's case as contained in the amended Statement of Claim dated 5th March, 2020, is that she is a Ghanaian businesswoman ordinarily resident in Kuwait. The plaintiff describes the defendants as trespassers on her land who are developing the land with lightning speed. The plaintiff states that she purchased a parcel of land from the Tema Traditional Council and after the purchase, the Tema Traditional Council wrote a letter to the then Tema Development Corporation, now TDC Development Company (TDC) dated 22nd November 2012, to inform TDC to confirm the allocation and to inform TDC that the Tema Traditional Council has regularized *Plot No. D132 Community 22 Annexe Tema* in favour of the plaintiff. The plaintiff says that the Tema Traditional Council requested TDC to continue with the rest of the formalities to authenticate the allocation of the disputed land in her favour.

The plaintiff further avers that TDC wrote a letter to her titled; **Re: Regularisation of Plot -RP/TM/C22/AA/132 Community 22, Tema** dated 18th March, 2015 in which TDC required her to pay an amount of GH¢2,025 as

Land Management Fee and GH¢126 as Annual Ground rent before the formal Right of Entry Letter would be issued to the plaintiff. The plaintiff further says that she wrote a letter to TDC dated 17th April, 2015, to accept the offer of the property and the terms and conditions specified in the offer letter. The plaintiff again claims that TDC wrote a letter to her dated 5th June, 2015 by which it offered the said plot measuring approximately 0.18 Acre or 0.07 Ha to her. Subsequent to that, TDC gave her an offer letter dated 5th June, 2015 and formally granted her access to the disputed land with effect from 1st June, 2015. According to the plaintiff, TDC again wrote a letter dated 27th August, 2015 and informed her that the layout of portions of Community 22 had been revised and that the plaintiff's plot number remained *RP/TM/C22/AA/132*. The plaintiff avers that the TDC attached a new site plan with *No. TPD/T/C22/TM/132* to the letter dated 27th August, 2015 for her and further informed her that the terms and conditions of the TDC Offer and Right of Entry letters dated 5th June, 2015 remains unchanged.

Additionally, the plaintiff states that she deposited sand and stones on the disputed land and exercised rights of ownership and possession over the disputed land. The plaintiff says she noticed that the defendants had trespassed on her land and were speedily developing same. The plaintiff says that the defendants have defied several warnings she has given them to stop their acts of trespass on her land. The plaintiff says in further defiance to her warnings that defendants have gone further to destroy a fence wall she put up to protect her land. The plaintiff says further that she rebuilt the wall at great effort and expense but the defendants again destroyed the fence wall. The plaintiff avers that to curb and check these wanton acts of trespass by the defendants, she made a report to the Ashaiman North Police Station. The plaintiff says further that the defendants have repeatedly defied several

warnings given to them by the TDC not to trespass on her land. According to the plaintiff, the defendants' acts of trespass on her land is depriving her of her interest in the land and preventing her from developing her land and enjoying her interest in the land, causing her to suffer severe damages. The plaintiff says that the defendants have evinced a clear intention not to stop or desist from developing her land unless ordered by the court to do so.

The plaintiff in reply to the statement of defence of the defendants denies that the defendants had completed the building on the disputed land but rather states that the defendants feverishly continued with the construction on the land and have subsequently completed it during the pendency of this suit. The plaintiff states that in her bid to deal with the defendants' apparent acts of trespass on her land, she reported the matter to the Ashaiman Police Station where she was advised by the police to file a civil matter in the court for final adjudication thereon. At the time she reported the matter to the police the defendants had pulled down a fence wall she had constructed around her land.

Additionally, the plaintiff vehemently denies the defendant's claim that her claim is caught by laches and acquiescence and therefore extinguished. She further reiterates that it is the sheer recalcitrance of the defendants not to heed the warnings and advise of the police to whom their acts of trespass were reported to that has led them to continue and complete the development of the disputed land. The plaintiff states that the defendants willfully decided to begin development on the disputed property that is a subject matter of the litigation before the court and they cannot therefore come back to seek refuge in the law with tainted hands. The plaintiff maintains that the defendants

have no title or other interest in the disputed land and any alleged activities of the defendants on the disputed land, have no legal basis whatsoever and consequently constitute veritable acts of trespass on the said land.

THE CASE OF THE DEFENDANTS

The defendants, in their amended Statement of Defence filed on 12th February, 2020, denied the claim of the plaintiff and stated that the 2nd defendant acquired the land in dispute as far back as the year 2010 from the Tema Traditional Council with the assistance of the 1st defendant who is the Chief Executive Officer of the Zenu Land Dealers Association, a limited liability Company engaged in the business of facilitation and brokerage of land transactions. The defendants say that the 1st defendant took the 2nd defendant to see Nii Adjei Kraku II the then Tema Chief who together with authorized members of the Tema Traditional Council conveyed the land in dispute to 2nd defendant. The defendants say that without secrecy and force, the 2nd defendant completed his building and was living in it before the plaintiff commenced the instant action.

The defendants further state that assuming without admitting that the plaintiff had any interest in the land in dispute, same is caught by laches and acquiescence and is therefore extinguished. The defendants say further that in the event that the plaintiff is found to have any valid interest in the land in dispute, the defendants shall seek relief and protection under the Land Development (Protection of purchasers Act) 1960 (Act 2).

Furthermore, the defendants state that at all material times to the acquisition of the land in dispute by the 2nd defendant, the defendants were made aware that the land is part of a larger parcel of land which has been allocated to the Tema Traditional Council and over which the Traditional Council has exclusive control in respect of the grants. The defendants further say that all their checks and enquiries as well as documents obtained both before and after the acquisition of the land by 2nd defendant confirm that the Tema Traditional Council has the sole mandate to alienate the land in dispute. The first defendant says that the fact of the sole control of the land in the area of the disputed land by the Tema Traditional Council is confirmed by a composite plan drawn up in a suit before the High Court, Land Division Accra, in which he was a party titled, "*Zenu Land Dealers, Tanok Alhassan, Edmund Brony v. Nii Annan Adjor & Ors.*" The defendants say further that some of the confirmation made after the 2nd defendant's acquisition of the land came from copies of correspondence between the police and TDC which they obtained from the police.

Additionally, the defendants further contend that upon their acquisition of the land, the Tema Traditional Council issued the 2nd defendant with a receipt in respect of payment of money for the land pending the completion of the full documentation on the conveyance to him. The 2nd defendant says that upon making payment in the year 2010, the Tema Traditional Council took him unto the land and demarcated the land for him and put him in physical possession. The 2nd defendant states that he has since remained in physical possession of the land without any challenge until the present action by the plaintiff. The defendants therefore state that the plaintiff is not entitled to her claim.

At the application for direction stage on 21st May, 2020, the court set down the issues set out in the plaintiff's application for directions filed on 20th April, 2018 and the defendants' additional issues filed on 11th May, 2020 down for trial as follows;

LEGAL ISSUES

1. Whether or not the plaintiff is the owner of the land the subject matter of dispute.
2. Whether or not the defendants are trespassers on the disputed land.
3. Whether or not the Tema Traditional Council granted the land in dispute to the 2nd defendant earlier in time and before the date the plaintiff claims to have acquired same?
4. Whether or not after having made a valid grant of the land in dispute to the second defendant, the Tema Traditional Council could validly convey same to the Plaintiff as the plaintiff alleges.
5. Whether or not in the event that the plaintiff obtained a valid grant of the land in dispute at all, whatever interest plaintiff may have acquired thereunder is extinguished by laches and acquiescence.
6. Whether or not in the event that the plaintiff obtained a valid grant of the land in dispute at all, the 2nd defendant is protected by the Land Development (Protection of Purchasers) Act 1960 (Act 2).
7. Any other issues arising out of the pleadings.

At the conclusion of the trial, Counsel for the plaintiff filed 31st May 2023 and Counsel for the defendant on his part filed his written address 2nd June, 2023. I must commend the lawyers for the industry put in the well-researched addresses filed on behalf of the parties.

BURDEN OF PROOF

It is trite learning that in civil cases, the party who bears the burden of proof is required to prove his case on a balance of probabilities. See Sections 10, 11, 12, of the Evidence Act 1975(NRCD 323). The Supreme Court in the case of **Jass Co. Ltd & Anor v. Apau & Anor [2009] SCGLR 265** held in holding 1 as follows;

“The burden of proof is always put on the plaintiff to satisfy the court on a balance of probabilities in an action for a declaration of title to land. Where the defendant has not counterclaimed, and the Plaintiff has not been able to make out a sufficient case against the defendant, then the Plaintiff’s claims would be dismissed...”

Therefore, the plaintiff who sued the defendants in court claiming title to the land in dispute is required to lead cogent and admissible evidence to prove by what means she claims to be the owner of the land on a balance of probabilities. In assessing the balance of probabilities, all the evidence led by both the plaintiff and the defendants is entitled to consideration by the court and the party in whose favour the balance tilts is the person whose case is more probable. See the case of **In Re Presidential Election Petition (No. 4) Akuffo-Addo & Ors v. Mahama & Ors. [2013] SCGLR (Special Edition) 73 @ page 322**. It is trite law that in an action for declaration of title to land, a plaintiff must win on the strength of her own case and not merely rely on the weaknesses in an opponent’s case. However, having made a case, the plaintiff

can take advantage of the weaknesses in the opponent's case. See the of **Asante-Appiah v. Amponsah** [2009] SCGLR 90 at 93.

ANALYSIS

I propose to discuss the first four issues set down by the court together since they all border on the ownership of the land in dispute and whether the Tema Traditional Council first made a grant of the piece of land to the 2nd defendant before the plaintiff and whether the plaintiff owns the land in dispute and that the defendants are trespassers on the land.

The Supreme Court in espousing on what a person asserting title must prove in the case of **Mondial Veneer (GH) Ltd v. Amuah Gyebu XV** [2011] 1 SCGLR 466 per Wood CJ held at page 475 as follows;

"In land litigation, even where living witnesses who were directly involved in the transaction under reference are produced in court as witnesses, the law requires the person asserting title, and on whom the burden of persuasion falls, as in this instant case to prove the root of title, mode of acquisition and various acts of possession exercised over the subject-matter of litigation. It is only where the party has succeeded in establishing these facts on a balance of probabilities that the party will be entitled to the claim."

The courts have also consistently held that where the identity of the disputed land is not in issue, there is no obligation cast on any of the parties in law to prove the identity of the land, which a party claims. See the case of **Assafuah v. Arhin Davis** [2013-2014] 2 SCGLR 1459. Thus, in the case of **Subunor Agorvor vs. Mr. J.K. Kwao and Aaron Narh Achia** [2019] DLSC6259 at page 4 per Gbadegbe, JSC, the Supreme Court held that: *"Where, as in the instant case, rival parties to an action made claims to the same area, there cannot in point of procedure and substance be any obligation on either of them to prove the boundaries*

of the area in dispute. The Supreme Court considered a similar challenge to capacity in the case of Adjetey Agbosu v. Kotey [2003-2004] 1 SCGLR and reached a conclusion that on the state of the pleadings, the defendants were deemed to have admitted the identity of the land claimed by the plaintiffs."

To prove her title to the disputed land, the plaintiff testified that she is a businesswoman and the legal and beneficial owner of *Plot No. D132, Community 22 Annex, Tema* and describes the defendants as trespassers on her land. The plaintiff again testified that sometime in or around the year 2012, she acquired a bare plot of land measuring about 100 feet by 70 feet from the Tema Traditional Council. Subsequent to that, by a letter headed "*Confirmation of Allocation*", dated the 22nd of November, 2012, the Tema Traditional Council wrote to a letter to inform the Tema Development Company (TDC) of the said allocation of *Plot No. D132 Community 22 Annex, Tema* to her. In support, she tendered in evidence **Exhibit "A"**, which is the Confirmation of allocation from the Tema Traditional Council. Furthermore, the plaintiff testified that the Tema Traditional Council, in a letter dated the 20th of October 2014 informed TDC that *Plot No. D132 Community 22 Annex, Tema* had been regularized in her name which paved the way for the TDC to process documentation in respect of *Plot No. D132 Community 22 Annex, Tema* in her favour. In support, she tendered in evidence **Exhibit "B"**. Subsequent to that, TDC served her with a letter dated the 18th of March, 2015 headed: *Regularisation of Plot- RP/TM/C22/AA/132 Community 22 Annex, Tema* requiring her to pay the Annual Ground Rent as well as Land Management Fee before the formal Right of Entry Letter would be issued to her. In support, she tendered in evidence **Exhibit "C"** evidencing this fact. Thereafter, she accepted TDC's offer by a letter dated the 17th of April, 2015

and made the necessary payments of Ground Rent and Land Management Fee. In support in **Exhibit "D" and "E"** series.

The plaintiff further testified that later, she was given the Offer Letter from TDC in respect of the disputed land dated the 5th of June 2015 and a Right of Entry in respect of the disputed land dated 1st June 2015 and she immediately moved into the possession and control of the said land. In support, she tendered in evidence **Exhibits "F" and "G"** respectively being the Offer Letter and the Right of Entry. The plaintiff further testified that she was later served with a letter from TDC with a new site plan *TPD/T/C22/TM/132* dated the 27th of August 2015 in which she was informed about the revision of the layout of some portions of Community 22 Annex. The said letter confirmed to her that her plot number remained *RP/TM/C22/AA/132*. In support, she tendered in evidence **Exhibit "H"**.

Additionally, the plaintiff testified that after ensuring that all formalities regarding the acquisition of the said piece of land had been satisfied, she duly entered into possession and proceeded to erect a fence wall on the disputed land. The plaintiff states that she has at all material times prior to this action been in uninterrupted and peaceful possession of this demised property as of right and in good faith has also exercised all rights of ownership over it until she discovered that the defendants had begun making spurious and unwarranted claims of ownership of her property, an act which was wholly inconsistent with her interest and title in the land. The plaintiff maintains that the defendants have no title nor interest whatsoever in the land and their claim over the land in dispute constitutes acts of wanton illegality. The plaintiff therefore states that the defendants have trespassed onto her land,

defied all warnings that she has served on them and two times destroyed the fence wall she erected and reconstructed which acts she has subsequently reported to the police at Lebanon (Ashaiman North) Police Station. In support, she tendered in evidence **Exhibit "J"**, the Police Extract Form.

According to the plaintiff, TDC and herself have repeatedly and persistently served warnings on the defendants to stay off the land and to desist from any acts of encroachment on the land but all these warnings have been ignored by the defendants who continue to encroach on the disputed property. The plaintiff states that the activities of the defendants on the disputed land are illegal and unlawful and that if the defendants are not restrained by this Honourable Court, the defendants will not abate their illegality. The plaintiff further states that she vehemently opposed to the defendants' claim to the disputed property and she has been greatly disturbed in the peaceful, quiet enjoyment of her legal rights over the property and she has suffered substantial hardship, stress, loss and damage and maintains that the defendants have no claim in the disputed land whatsoever.

The 1st defendant testified that he is a businessman engaged in the brokerage of land transactions for about 27 years. He is also the Chief Executive Officer of the Zenu Land Dealers Association, a limited liability Company incorporated in the year 2010 engaged in land related business. In support, he tendered in evidence **Exhibits "1", "2", "3"** as proof of this assertion. The 1st defendant testified that sometime in the year 2010, the 2nd defendant was referred to him by a former business acquaintance by name Mawuli Stanley as someone interested in buying land. Accordingly, he took the 2nd defendant to see Nii Adjei Kraku II the then Tema Chief who indicated that the land in

dispute was available to be conveyed by him to the 2nd defendant. The 2nd defendant expressed interest in the land to Nii Adjei Kraku II and paid the requisite customary drink converted into money which the 2nd defendant paid to the chief. According to 1st defendant, Nii Adjei Kraku II together with some of his subjects then took them to the land, showed them the demarcation and subsequently issued the 2nd defendant with a site plan in respect of the land and documents indicating that the Tema Traditional Council confirmed the grant of the land in dispute to the 2nd defendant. Immediately thereafter, the 2nd defendant commenced the construction of his gated fence wall and storey building on the land where he currently resides with his family. The 1st defendant again says that as at the time the plaintiff commenced the instant suit against the 2nd defendant and himself, the 2nd defendant had completed the building and was living in it. The entire construction of the house was over several years since the year 2010 and was done openly without let or hindrance. Following the acquisition of the land by the 2nd defendant in the year 2010 and after he immediately took quiet physical possession thereof, he has not played any further role in respect of the land.

When the plaintiff commenced the present action, he together with the 2nd defendant reported the development at the Tema Traditional Council and the Council invited the plaintiff and the defendants to appear before it to investigate and resolve the matter. They appeared before the Tema Traditional Council on the issue and Nii Adjei Kraku II reaffirmed that he granted the land to the 2nd defendant. The plaintiff could not name any member of the Tema Traditional Council as the one who allegedly conveyed the land to her. It was clear that her claim to have acquired the land from the Tema Traditional Council was completely false and whatever document she

was peddling as being evidence of any such transaction was not genuine and or fabricated. At all material times relating to the acquisition of the land in dispute, the 2nd defendant and himself were made aware that the land is part of a larger parcel of land which has been allocated to the Tema Traditional Council and over which the Council has exclusive control to grant. Thus, a person who claims to have acquired land within that area must have first of all obtained a valid grant from the Tema Traditional Council before anything else.

The 1st defendant further testified that their investigations prior to acquisition by the 2nd defendant confirmed this assertion. In support, he tendered in evidence **Exhibit "4a" and '4b"**, a letter from the police requesting information on the land in the area of the disputed land and the response from TDC indicating that such allocation could be made by the Tema Traditional Council. Further to that, a recently drawn composite plan in respect of a suit before the High Court Land Division Accra, in which he was a party, titled; *Zenu Land Dealers, Tanko Alhassan & Ors v. Nii Annan Adjor and Ors* shows the area allocated by the Tema Traditional Council where the land is situate. In support, he tendered in evidence **Exhibits "5"**. The 1st defendant therefore maintains that the plaintiff is not entitled to her claim.

The 2nd defendant on his part testified that he is a businessman and lives at Amatsuru also known as Community 22 Annex., *Plot No. AA/132* in his unnumbered house on the land in dispute. According to his testimony, the locality where the land is situated is known traditionally to the locals as Amatsuru and is situate in the Kpone Katamanso District of the Greater Accra Region, however, it is also known as Community 22 Annex in the records of

TDC. The 2nd defendant avers that the land in dispute was granted to him by Nii Adjei Kraku II the Tema Mantse at the time in the year 2010. The 2nd defendant testified that on the day of the grant of the land to him the said Nii Adjei Kraku II and his staff took him to the land and showed him the physical boundaries thereof and placed him in physical possession.

The 2nd defendant further testified that it was the 1st defendant who introduced him to Nii Adjei Kraku II that he was interested in acquiring the land under the control of the Tema Traditional Council. The 1st defendant was present and witnessed the transaction between the said Nii Adjei Kraku II and himself. He paid the requisite customary drink converted into money charged by the chief to him as well as all requisite charges by the Tema Traditional Council. Subsequently, his grantor issued him with a site plan in respect of the land. The Tema Traditional Council confirmed the grant of the land in dispute to him and furnished him with the relevant documents to that effect. The document indicating confirmation of the grant of the land to him together with the site plan issued to him were admitted and marked as **Exhibits "6" and "7"** respectively. He also tendered in evidence as **Exhibit "8"**, the receipt issued to him by the Tema Traditional Council in respect of the payment for the land.

The 2nd defendant further testified that immediately the land was demarcated for him by his grantor, he went into physical possession and commenced the construction of a storey building on it together with a gated fence wall around it and the said building is where he currently lives. According to him, since the year 2010 till date when he took possession of the land and commenced the development of same, he was never challenged by anybody as to the

ownership of the land. The construction of the house on the land was peaceful and open for the whole world to see. It was done in utmost good faith in the clear view of the public or anybody claiming to have an interest in the land. According to him, due to his financial situation, he undertook the construction work in phases without any challenge. According to the 2nd defendant, as at the time the plaintiff commenced the suit, he was already living in his completed building on the land in dispute and that the plaintiff's application for injunction which was filed on 2nd October 2017 at the commencement of the case was refused by the Honourable Court. In support, he tendered in evidence **Exhibit "9a' and "9b"**, which are photographs which according to him, shows that the property is habitable.

The 2nd defendant further testified that shortly after the plaintiff commenced the instant action in this court, the 1st defendant and himself brought it to the attention of the Tema Traditional Council that the plaintiff herein was claiming to have purchased the same land from the Traditional Council. The Tema traditional Council accordingly invited all parties to investigate the matter. All the parties appeared before the Tema Traditional Council as requested, where Nii Adjei Kraku II reaffirmed that he granted the land to him and the Council requested the plaintiff to indicate whom she allegedly acquired the land from but she was unable to identify any member of the Tema Traditional Council as being the grantor and no member of the Tema Traditional Council admitted making any grant of the land to the plaintiff. The 2nd defendant therefore maintains that the plaintiff is not entitled to her reliefs.

EVALUATION OF THE EVIDENCE LED BY THE PLAINTIFF AND THE DEFENCE OF THE DEFENDANTS

From the evidence led by the plaintiff and the defence put up by the defendants, the plaintiff relies on a confirmation of allocation and documents from TDC regularizing the grant made to her by the Traditional Council after the Council wrote to TDC to do same. During cross-examination of the plaintiff by Counsel for the defendants, Counsel put the identity of the land being claimed by the plaintiff in issue when he maintained that the land being claimed by the plaintiff is different from the land the 2nd defendant occupies. Based on that, and out of the abundance of caution that the parties are litigating over the same land, the court appointed a surveyor to draw a composite plan to assist the court in determining the identity of the land in dispute. The Court Expert testified as CW1 and tendered in evidence his report admitted and marked as **Exhibit "CE1"** From the evidence of the surveyor, the parties are litigating over the same land which the 2nd defendant has constructed a storey building on and is occupying same.

The 2nd defendant claims to have acquired the land first from the Tema Traditional Council and that after the grant of the land by the Traditional Council, the Council could not have granted same to the plaintiff based on the principle of *"Nemo dat quo non habet."* The defendants rely heavily on a confirmation of allocation, site plan, and a receipt of payment of money. From **Exhibit "1"**, the Confirmation of allocation, addressed to the Director of Estates TDC tendered by the 2nd defendant, the plot number is AA32, the location is Community 22, Annex, Tema and the plot size indicated. It is dated 14th September, 2010. On the letter it states that: *"kindly arrange on behalf of the Council, the preparation of the necessary documents to formalize the allocation"*. However, assuming, without admitting that the Tema Traditional

Council granted the confirmation of allocation to the 2nd defendant in the year 2010, prior to the allocation to the plaintiff in the year 2012, there is no evidence that the defendants took any further steps after the said allocation paper was issued. The Courts have had occasions to pronounce on the legal effect of allocation papers or notes. In the case of **Boateng (No. 2) v. Kwadwo Manu (No.2) & Anor** [2007-2008] 1117 the Supreme Court on the issue of the legal effect of allocation note or paper held in its holding 3 as follows:

“The allocation paper (Exhibit B), relied upon by the plaintiff-appellant in his claim for declaration of title to the disputed land, is the initial process to evidence that land has been acquired by an individual or corporate body. That kind of paper cannot by itself represent the acquisition. It therefore does not need to be registered in order to be valid. There are three main reasons why they cannot represent the fact of acquisition. Firstly, the allocation paper may or may not state the nature of the acquisition, i.e., whether it is a lease, a sale, a pledge, mortgage, a gift, etc. Secondly, it may not specify the duration of the acquisition; and thirdly it may not give details of the extent of the land. In the instant case, the allocation given to the plaintiff did not indicate the nature of the allocation, for how long the land was allocated, the terms of the allocation and even the consideration for the allocation.... When admitted in evidence, it can only show that some transaction had taken place to signify that the owners or holders of the land had purported to give some land to an individual or a corporate body. The grantee will thereafter proceed to perfect his title by obtaining the appropriate documents which will have to be registered.”

The 2nd defendant under cross-examination by Counsel for the plaintiff could not state his plot number but all that he could state was that his plot number was AA. The 2nd defendant under further cross-examination by counsel for the plaintiff confirmed that he acknowledges that TDC has an interest in the land and that as a prudent purchaser, after obtaining the confirmation of allocation letter from the Tema Traditional Council, he should have

proceeded to TDC for the regularization of the documents. However, according to the 2nd defendant, the first defendant took money from him to prepare the documentation and as such, he did not proceed to TDC himself and that the 1st defendant told him that the documents were with him. The 2nd defendant under rigorous examination by Counsel for the Plaintiff, the following exchanges took place.

Q. *Do you have a signed indenture for the agreement between you and Tema Traditional Council?*

A. *My Lord, the Tema Traditional Council gave me a site plan and Exhibit '6'.*

Q. *So, you do not have an indenture to the disputed land. Do you.*

A. *My Lord, the 1st defendant said he has the indenture.*

Q. *So, you are telling this court that there is an indenture on the disputed land and prepared in your favour.*

A. *My Lord that is the information the 1st defendant gave me. He brought an indenture for me to sign which I did.*

Q. *You have that document before the court correct.*

A. *My Lord, I do not know.*

Q. *Do you want this court to believe that you acquired land the subject matter in dispute, you acquired an indenture and did not file the indenture in this court?*

A: *My Lord, I have been served jointly with 1st defendant who informed me that he has it, that is why I did not file it.*

Q. *So, your only evidence before this court as proof of your title to the land is the confirmation of allocation letter.*

A. *My Lord, attached to my witness statement I have receipt from the traditional council, the confirmation of allocation and a site plan.*

Q. *You stated before this court that you signed an indenture. Is that correct.*

A. *Yes, My Lord. I signed and the 1st defendant took the documents but has since not returned it.*

Q. *Having signed that indenture I believe you know the contents of that indenture as well.*

A. *My Lord, I know but I cannot remember the content of the indenture because it has been some time now.*

Q. *You have been sued in this court in a matter that you are here to defend a land you are claiming you acquired and an indenture but you have not deemed it necessary to acquaint yourself with the contents.*

A. *My Lord, I cannot remember.*

Furthermore, the 2nd defendant who claims to have completed his building and was living in same testified under cross-examination that as at 2015, the first defendant was still preparing documents on the land and so he knows nothing about the regularization exercise conducted by TDC on the land in dispute and that he did not see the TDC officials who came to the site to conduct a survey for the regularization exercise but he maintains that his building was on the land. The second defendant also admits that during the construction of his property, TDC Task Force came to the site and asked him

to produce his permit and according to him, after producing the permit they never came again and he proceeded to construct his building on the land.

The 1st defendant contradicted the testimony of the 2nd defendant that the indenture was prepared for him when he testified under cross-examination as follows;

Q. *As you stated in paragraph 12 of your witness statement, the Tema Traditional Council issued the 2nd defendant with documents covering the disputed property is that correct?*

A. *That is so My Lord.*

Q. *The 2nd defendant was therefore served with an indenture by the Tema Traditional Council, is that correct?*

A. *No, My Lord. The truth of the matter is that Tema Traditional Council does not issue indentures but they have a regulation. It is the 2nd defendant who is requesting for an indenture and I informed him that Tema Traditional Council does not issue indentures. I caused an indenture to be issued for the 2nd defendant from the Atadeka family which I gave to him to append his signature. After he signed the indenture, that day there was a serious rain so my room got flooded and I lost the indenture with some monies of mine.*

Q. *So as the broker who aided the 2nd defendant to acquire the land did you procure another indenture?*

A. *My Lord, I did not do a second indenture. The chief of Tema New Town would not issue another indenture that is why I did not issue him with a second indenture.*

- Q. *So would you be surprised to learn that in his evidence before this court the 2nd defendant stated that he was issued with an indenture and that indenture is with you?*
- A. *My Lord I was not surprise. The indenture that I had is what the flood took away.*
- Q. *I put it to you that the said indenture never existed.*
- A. *My Lord, there was an indenture. It was taken away by flood and I cannot find it at this moment.*
- Q. *As an estate land broker with more than 27 years' experience you are aware that allocation of Tema 22 Annex lands made by Tema Traditional Council must be regularized by T.D.C. to acquire title.*
- A. *My Lord, I am aware of that.*
- Q. *It is correct that the 2nd Defendant has not regularized any document to him in respect of this disputed land?*
- A. *My Lord, he has gone through that process and the document is in the possession of the chiefs.*
- Q. *So, the said document that you referred to has it been filed before this court?*
- A. *My Lord, that document is in the possession of the chief so we did not file it in court.*
- Q. *So approximately when did the flood take away the documentation you allege?*
- A. *My Lord, it has been a while but it is in the neighbourhood of ten (10) years but not more than ten (10) years.*
- Q: *Can you also tell the court when the regularization of the disputed land on behalf of the 2nd defendant was carried out?*

A: *My Lord in the year 2010.*

Q. *Did you lose the indenture before or after the regularization was carried out?*

A. *My Lord, before the indenture got destroyed it had not gone to T.D.C.*

Q. *So, before the indenture, had you already sent your documents for regularization by T.D.C.?*

A. *My Lord, the chief does not issue indentures so I am not expected to send any indenture to T.D.C.*

Q. *I put it to you that your evidence that the 2nd defendant has regularized documentations on the disputed land is highly false.*

A. *My Lord, I cannot speak to that. I do not know that.*

Q. *I put it to you that the 2nd defendant is a trespasser on the disputed land.*

A. *My Lord, he is not a trespasser he is the owner of the disputed land because it was given to him by the chief.*

Q. *You have stated in this court that you have an indenture prepared for 2nd defendant and also regularized the land at T.D.C. but you have been unable to produce any documents linking title to the disputed land to the 2nd defendant in this court.*

A. *My Lord, we did not go through any process at T.D.C.*

The above exchanges materially contradict the testimony of the 2nd defendant that he gave money to the 1st defendant to prepare documentations on the land. From the intense cross-examination conducted by Counsel for the plaintiff of the defendants, the defendants admit that it was TDC that released portions of the land to the Tema Traditional Council for allocation. It is also not in dispute that once the allocation is made, the allocatee is required to

further regularize the allocation with the TDC which from the cross-examination reproduced above, the defendants failed to do granted that the land was even allocated to the 2nd defendant by the Traditional Council as the defendants would want the court to believe. In one breath, the 2nd defendant states that the Tema Traditional Council does not give indenture but curiously, according to him, when the 1st defendant insisted on having an indenture, he caused the Atadeka family to prepare an indenture for him which he lost in a flood. The reason for contacting the Atadeka family to issue an indenture is not apparent on the face of the record. The 1st defendant also pleaded a case in the High Court in which he was a party without stating the relevance of that case to the case at bar. Additionally, the 1st defendant unequivocally denies the assertion of the 1st defendant that he sent his indenture issued by the Traditional Council to TDC for regularization since the Tema Traditional Council does not issue indentures. The 2nd defendant who also claims that when the TDC Taskforce visited the site, he showed them his building permit and they did not come to the site gain failed to produce his building permit before the court.

The second defendant also bases his claim to the land in dispute on a receipt allegedly issued to him by the Tema Traditional Council. On the said receipt, it indicates that an amount of GH¢6000 was received by the Traditional Council as Land Fees. Justice Sir Dennis Adjei in his book, **Land Law, Practice and Conveyancing in Ghana**, 3rd Edition on receipts states at page 283 that:

“The law is that receipts cannot transfer an interest in land but it is evidence of payment pursuant of an agreement to transfer an interest in land. Receipts are clear evidence showing that there was an agreement and money was paid to the vendor as either a part payment or the full purchase price of the property. A receipt could be the basis for an action for specific performance under section 36(2) of the Land Act.”

In the case of **Fianko v. Aggrey** [2007-2008] 1 SCGLR 1135, the Supreme Court held that where a receipt bears all the features of a conveyance i.e., the parties are described, the land the subject-matter was sufficiently described, consideration for the purchase was stated, the interest the vendors wanted to pass to the purchaser was stated and the date the document was executed was stated and the signature of the vendor, then it would be deemed to be a valid conveyance. In the instant case, the amount stated on the face of the receipt is described as "Land Fees". On fees paid in respect of allocation notes or papers paid to the Traditional Council, the Learned Justice at page 287 of his book describes such fees as customary drink paid to the Traditional Council which is normally one third of the purchase price which is an additional cost to the grantee. In the instant case, it is TDC that released the Community 22 Annex to the Tema Traditional Council to allocate. The receipt issued by the Traditional Council is for the confirmation of the allocation and subsequently, the 2nd defendant was required to take further steps to regularize the allocation with TDC.

On the totality of the evidence led by the Plaintiff and the defence put up by the defendants, I hold that the plaintiff's case is more probable than that of the defendants since after the plaintiff obtained confirmation of allocation from the Tema Traditional Council in November 2012, the Traditional Council wrote a letter to TDC to regularize the allocation for the plaintiff which was done. The plaintiff was issued with an offer letter and right of entry to the land in dispute and has been paying land management fee and ground rent in respect of the land in dispute. When TDC revised the layout of Community 22, it formally notified the plaintiff that her plot number remains the same. The plaintiff says that she constructed a way on two occasions which was demolished causing her to make a formal complaint against the defendants

and a report made against them at the Tema Traditional Council where they were summoned. It is trite learning that in land matters, a plaintiff must win on the strength of his own case on not merely rely on the weaknesses in the defence. However, where a plaintiff has made a case, which would entitle her to her claim if the case of the defendants made offered no defence, then the plaintiff is entitled to take advantage of weaknesses, inconsistencies and loopholes in the case of the defendants when they offered a defence to further strengthen her claim to the land.

On the totality of the evidence led, I hold that the plaintiff proved her title to the land in dispute on a balance of probabilities and that the defendants are trespassers on the land of the plaintiff.

ISSUE 5: Whether or not in the event that the plaintiff obtained a valid grant of the land in dispute at all, whatever interest plaintiff may have acquired thereunder is extinguished by laches and acquiescence.

The defendants contend that even if the plaintiff is entitled to the land, she is estopped by Laches and Acquiescence. The principles of Laches and Acquiescence are forms of Estoppel by conduct. **Section 26** of the Evidence Act, 1975 (NRDC 323) provides that:

“Except as otherwise provided by law, including a rule of equity, when a party has, by his own statement, act or omission, intentionally and 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 and such relying person or his successors in interest."

The condition precedent for laches and acquiescence are stated by the Supreme Court in the case of **Nii Boi v. Adu** [1964] G.L.R. 410, Ollenu JSC (as he then was) at pages 415 and 416 stated:

"Again, both from the principles of equity which is now part of the Ghana common law and the principle of customary law, the elements necessary to establish acquiescence are (1) the person who enters upon the land of another person must have done so upon honest, though erroneous belief, that he had the right to occupy the land, (2) he must have expended some considerable sum of money on or in respect of the land upon the faith of his mistaken belief, such that he cannot be compensated for in money's worth. (3) the owner of the land must know all the time that he has right to the land which is inconsistent with the erroneous right claimed by the other. (4) the owner must know of the mistaken belief of the other person and (5) the owner must by his silence or otherwise have fraudulently encouraged the other party to spend his money to develop the land and had not called his attention to his error... if any of those five essentials is proved not to exist, there is no acquiescence and an order for recovery of possession will be made against the person in possession irrespective of the duration of the said possession."

Additionally, the principles governing the defence of Laches i.e., where there has been long and unreasonable acquiescence or long and unreasonable neglect in asserting one's, right are nicely encapsulated in the case of **Boateng V. Ntim** [1961] 1 GLR (Pt II) at 674 where it was held that to establish acquiescence amounting to laches it must be proved, inter alia, that:

“the party pleading and relying upon it, bonafide believed that he had good title to the land when in fact he had none; (b) that person sought to be estopped had knowledge of the error on the part of the person pleading the estoppel; and(c) that the party pleading it had fraudulently been led by the silence or active encouragement of the person sought to be estopped, to spend money to improve the property or in respect of the property.”

The plaintiff, under cross-examination by Counsel for the defendants testified that at the time she acquired the land the subject matter in dispute in the year 2012, there was no building on the land and that she saw the building on the land when she commenced the present suit in court. According to her testimony, when she went onto the land, she realized that the house was being built on the land and that was why she applied for injunction when she commenced the present suit. On various steps she took asserting her right, she stated that when she saw that there was a footing on the land, she reported to TDC who sent a Taskforce to visit the land. This piece of evidence is corroborated by the evidence of the 2nd defendant that when he commenced the building project, the Taskforce of TDC came to the site to demand that he produces his permit but after doing so they left. However, the defendants have not tendered in evidence any building permit to support this claim. When they got there, they noticed that her fence wall had been demolished and there was footing on the land. The plaintiff also states that she reported the defendants at the Tema Traditional Council and when they were asked to produce their documents, the defendants could not produce any and that the defendants were warned not to enter the land. Based on that she was asked to continue her work and she again constructed the fence wall which was pulled down. She also reported the defendants to the police on 12th November, 2016

for demolishing her fence wall which is evidenced by the Police Extract form tendered in evidence as **Exhibit "J"**.

The conduct of the 2nd defendant in his purported acquisition of the land smacks of indolence and his failure to properly investigate the title to the property and the representations made to him by the 2nd defendant does not show that he had the honest belief that he was entitled to build on the land in dispute. The answers of the 2nd defendant under cross-examination by Counsel for the plaintiff shows that he was negligent in his supposed acquisition of the land in dispute. According to him, he trusted the 1st defendant as an agent to prepare all documentations on the land when he gave him money and that on the evidence, he has no documents to back his claim of the acquisition of the land. Per his own showing, when he started building, TDC Taskforce demanded for permit which according to him, after showing the permit they allowed him to build without tendering the alleged permit for the building in court. The evidence on record shows that the plaintiff was proactive in asserting her rights and warned the defendants severally from developing the land in dispute and that it cannot be said that she stood by whilst someone was developing her land. The defendants have not established their claim that the 2nd defendant started constructing the building in the year 2010 openly without opposition. This claim is untenable in the light of the evidence that TDC conducted a review of the layout of Community 22 Annex but the defendants claim not to be aware. The plaintiff therefore has not unduly delayed in asserting her right. On the evidence, from 2015 when she received her Offer Letter and Right of Entry from TDC, she has been vigilant and fiercely fought her interest in the land and culminated her efforts in warding off trespassers on her land with the present suit. Therefore, the plaintiff has not slept on her rights.

ISSUE 6: Whether or not in the event that the plaintiff obtained a valid grant of the land in dispute at all, the 2nd defendant is protected by the Land Development (Protection of Purchasers) Act 1960 (Act 2).

The defendants have also sought refuge under the Land Development (Protection of Purchasers) Act 1960 (Act 2) stating that as at the date that the plaintiff commenced the suit on 2nd October, 2017, the 2nd defendant had completed the building and was living in with his family. In effect, the defendants plead of aid Act 2 to deny the plaintiff an order for recovery of possession. It is instructive to note that Act 2 has been repealed by the Land Act, 2020 (Act 1036) but applies to the instant case since the defendants pleaded Act 2 in this case which was pending before the repeal of the Act. Consequently, the defence is entitled to consideration by this Court. **Section 1** of Act 2 seeks to protect a purchaser who in good faith erects a building on a land believing that he has taken a conveyance which was subsequently found not to confer a good title. In the case of **Dzade v. Aboagye** [1982-1983] 1 GLR 209, the court held that:

“It is abundantly clear that before a purchaser can claim the benefit of the section under consideration he must pass two tests, namely (i) that he must have taken a conveyance of the land on which he built, and a conveyance of course includes a customary grant, and (ii) the construction of the building on the land must have been done in good faith.”

In the instant case, there is no evidence that the defendants in fact took a conveyance of the land in dispute. Apart from the allocation paper the 2nd

defendant allegedly procured from the Traditional Council, there is no document from TDC granting a lease of the land in dispute to the 2nd defendant. The 1st defendant claims that the Atadeka family of Ashaiman also prepared an indenture for him but curiously states that the said indenture was destroyed in a flood. The 1st defendant was emphatic that they did not go through any regularization process at the TDC to obtain a valid grant of the land in dispute. There is therefore no documentary evidence that the defendants acquired a conveyance of the land neither is there any evidence of a customary grant of the land to the 2nd defendant.

Assuming, arguendo, that the 2nd defendant took a conveyance of the land in dispute, he must further pass the good faith test. The term good faith has been defined in the case of **Dove v. Wuta-Ofei** [1966] G.L.R. 299, S.C. per Apaloo JSC (as he then was) stated at page 134 that:

“ . . . I cannot see how a man can be said to have erected a building in good faith if he thought or had grounds for believing that his title to the land was not in order . . . [I]t seems to me only natural, that the Act should require that the purchaser, to avail himself of the statutory protection, should have acted honestly and reasonably at the date of the original acquisition of the land, and having so acted should have believed in the validity of his title.”

The 2nd defendant per his own admissions on record never took steps to investigate the title to the land in dispute and relied heavily on the 1st defendant that he describes as a land broker who touts his credentials as a land broker with experience spanning over two decades. When questioned under cross-examination if he has documents on the land, he stated that he gave money to the 1st defendant to handle documentations on the land and

also to regularize same at TDC but the 1st defendant was emphatic that he never processed any document at TDC. The plaintiff testified that the defendants started building on her land with lightning speed but the 2nd defendant maintains that he started building on the land in dispute in the year 2010 and it was not until 2016 that he completed and moved into occupation. Under cross-examination, the 2nd defendant answered as follows;

Q. *I put it to you that following the plaintiff's report to the police in respect of the destruction that was caused on plaintiff's land in 2016, you hurriedly started construction on the disputed land.*

A. *As at 2016, I had already completed the 1st floor of my building.*

Q. *I further put it to you that the foundation that you began constructing on the disputed land was destroyed by the T.D.C. taskforce who further wrote on the disputed land "produce permit".*

A. *My Lord, I already told this court that T.D.C. came requesting for the building permit but they never came again.*

Q. *I am referring to the incident that occurred and the T.D.C. taskforce came to destroy and wrote "produce permit".*

A. *My Lord, I produced the permit to the T.D.C. and they never came.*

Q. *I am again putting it to you that in an extremely bad faith, you took advantage of the plaintiff's absence from the jurisdiction to hurriedly construct your building.*

A. *My Lord, I bought the land from the chief and the chief gave me documents to construct on the land which I did. I did not know the land belonged to someone.*

- Q. *Knowing that the land belonged to someone, I put it to you that you hurriedly built on the disputed land leading to the instant suit.*
- A. *My Lord, it is not a single room that I built on the land. I did not use six (6) months to build on the land. Examine the building. I did not know the land belonged to someone.*
- Q. *I am further putting it to you that at the meeting, held at the Tema Traditional Council as referred to in paragraph 22 to 25 of witness statement it was rather you who were unable to produce a site plan when requested by the Tema Traditional Council.*
- A. *My Lord, I did not say that in my witness statement. What I said was that when we went to the chief, the chief asked the plaintiff who sold the land to her. The plaintiff could not mention the person who sold the land to her. The chief therefore asked me to go and continue with my building.*
- Q. *Finally, I am putting it to you that in bad faith you have brazenly trespassed on the land legally acquired by the plaintiff.*
- A. *My Lord, I bought it from the chiefs in good faith and the chiefs gave me documents to go and build on the land.*

The plaintiff filed this suit in court on 2nd October, 2017 and attached a photograph of the stage of the building which the defendants claim was completed and the photographs show that the building was not roofed with no windows with building materials on the land and evidencing the fact that work was speedily in progress even after the report to the police. The defendants have not produced any permit issued to them for the construction. Therefore, the defendants maintain that they had completed the building and were living in same, the completion was done during the pendency of the

suit. The defendants make reference to the Affidavit in Opposition filed and the photograph attached showing human occupation of a room at that time cannot be in respect of the picture exhibited by the plaintiff to the injunction application. The picture is not dated and there is no link to the house in dispute. In the case of **Golightly and Ors. V. Vanderpuye** [1961] GLR 761, the court in denying a purchaser protection under Act 2 stated that:

“If a man enters upon land knowing quite well that he has no right, title or interest in it, and chooses to spend large sums of money on it he does so at his own risk, because there is nothing which the owner of the land should undeceive on; he knows the fact that he has no right, title, or interest in the land. If it were not so men of wealth and influence in the community would enter upon land well knowing that it belonged to some poor and humble person and purposely spend money to improve it and thereupon claim ownership of it by virtue of the development of that land. That would mean fraud upon the poor man; neither equity nor the customary law would lend a hand in the perpetration of such fraud upon the poor and helpless.”

Additionally, there is no fraud on the part of the plaintiff since the defendants have failed to show that she was fully aware of their construction on the land but was silent and led the 2nd defendant to expend money in putting up the building on her land. The conduct of the 2nd defendant cannot be acts done in good faith and the defence of a bona fide purchaser for value without notice is not applicable in this case.

ISSUE 7. Any other issue arising out of the pleadings.

The plaintiff claims damages for trespass against the defendants for trespass to her land. Trespass to land is defined in the case of **Odonkor and others Vs.**

Amartei [1992] 1 GLR 577, at page 587, where the Supreme Court per Hayfron-Benjamin JSC held that:

“Trespass to land was committed by injury to or interference with one’s possession. Accordingly, the cardinal principle in an action for trespass to land was that the plaintiff had to establish that he was in exclusive possession of the land at the time of the trespass and that the trespass was without justification”.

The Supreme Court further stated in its holding 6 that: *“in action for trespass to land, damages were at large. Accordingly, there was no need to plead or prove special damages”.*

In the present case, the court has found from the preceding analysis based on the documentary evidence that the plaintiff obtained a valid lease of the land from TDC and that she is the owner of the land in dispute. Thus, she can maintain an action in trespass against the defendants who are trespassers on her land. The issue for the consideration of the court is issue the amount to award as damages for trespass. The principles governing the award of damages for trespass as stated by Court of Appeal in the case of **Laryea v. Oforiwah** (1984-86) 2 GLR 411 at page 429, is that:

“In awarding damages for trespass to land regard should be had to the acreage of land on which the trespass was committed the period of wrongful occupation and the damage caused”.

Thus, in the instant case, taking into consideration the acreage of the land, the extent of injury to the land and the duration of the wrongful possession of the 2nd defendant on the plaintiff’s land, I will award an amount of GH¢20,000 as damages for trespass.

CONCLUSION

In conclusion, I hold that the plaintiff proved her title to the land in dispute on a balance of probabilities which entitles her to the reliefs sought. I therefore enter judgment for the plaintiff against the defendants jointly and severally as follows;

1. I hereby grant a declaration of title in favour of the plaintiff to all that piece or parcel of land situate, lying and being at Community 22 Annex, Tema described as *RP/TM/C22/AA/132* as regularized by TDC in the Tema District in the Greater Accra Region and measuring 100 feet by 70 feet which piece of land is more particularly delineated on the site plan.
2. Recovery of Possession of the said piece of land from the defendants.
3. An amount of Twenty Thousand Ghana Cedis (GH¢20,000) is awarded as general damages for trespass against the defendants in favour of the plaintiff.
4. I hereby grant an order of perpetual injunction restraining the defendants, their agents, assigns, workmen, successors-in-title etc. and any person claiming title through the defendants from claiming or interfering with plaintiff's land.

COST

The court has received oral addresses from both lawyers on the award of costs. In assessing costs, **Order 74** of the High Court (Civil Procedure) Rules, 2004 (C.I 47) provides useful guidance on the factors to consider in awarding costs. Thus, to compensate the plaintiff for expenses reasonably incurred in the suit in terms of filing fees and to provide reasonable remuneration of the lawyer for the plaintiff for work done, the travel expenses to court, the nature of the case, the duration of the trial and the complexities of the issues

involved, I will award costs of Ten Thousand Ghana Cedis (GH¢10,000) In favour of the plaintiff against the defendants.

H/H AGNES OPOKU-BARNIEH

(CIRCUIT COURT JUDGE)