IN THE CIRCUIT COURT "A", TEMA, HELD ON THURSDAY, THE 12TH DAY OF JANUARY, 2023, BEFORE HER HONOUR AGNES OPOKU-BARNIEH, CIRCUIT COURT JUDGE

SUIT NO. C11/58/19

KWASI OSAFO DANQUAH ---- PLAINTIFF

VRS.

ASAMOAH MENSAH ---- 1ST DEFENDANT

KWAME ADJEI ---- 2ND DEFENDANT

PARTIES ABSENT

ROGER KWAME AYEH, ESQ. FOR THE PLAINTIFF PRESENT

JUDGMENT

FACTS

The plaintiff, a building contractor, caused a writ of summons to issue against the defendants claiming against them jointly and severally the following reliefs;

a. Recovery of an amount of Ten Thousand Ghana Cedis (GH₵10,000), being part payment made in relation to the purchase of the vehicle.
b. Recovery of an amount of Three Thousand, Three Hundred and Fifty-Three Ghana Cedis (GH₵3,353) being the cost of repairs expended on the vehicle.
c. Interest on the amount from the date of seizing the vehicle to date of final judgment.
d. Costs.
e. Any other orders as the court deems fit.

The defendants entered appearance through their lawyer and filed a defence

and counterclaim on 15th April, 2019 in which the defendants counterclaimed as follows;

a. An order directed at the Plaintiff to account for the monies he made from using 2nd defendant's vehicle as commercial bus (trotro) plying Gbetsile to Ashaiman and Ashaiman to Afienya for the period of three months.
b. An Order directed at the Plaintiff to replace the engine of the vehicle he damaged.
c. An Order for reconciliation of account.
d. Damages for breach of contract.
e. Loss of use.
f. Interest on relief (a)
g. Any Other order(s) as this Honourable Court deems just.

THE PLAINTIFF'S CASE

The plaintiff's case as gleaned from the statement of claim and the reply is that on 25th September 2018, he entered into an agreement with the 1st defendant acting with the consent of the 2nd defendant, for the purchase of the 2nd defendant's vehicle at an agreed price of Twenty-Five Thousand Ghana Cedis (GH₵25,000). The plaintiff contends that he made a part payment of GH₵10,000 and the 1st defendant issued him with a receipt. Thereafter, the 1st defendant gave him possession to the car on condition that the remaining balance will be paid in a month's time. The plaintiff further avers that upon taking possession of the car, he realised that there were faults making the car not road worthy. Consequently, with the knowledge and consent of the defendants, he expended an amount of Three Thousand, Three Hundred and Fifty-Three Cedis (GH₵3,353) on the said vehicle to make it roadworthy. The plaintiff avers that due to the cost expended on the car and the time it took for

him to repair the car, he was unable to pay on the agreed date. The plaintiff therefore asked defendant to give him ample time to pay the money. The plaintiff says that in the first week of December, the defendants in the company of armed officers forcibly took the car from him hence the suit.

THE DEFENDANT'S CASE

The defendants on their part, vehemently denies the claim of the plaintiff and contend that the agreement was for the plaintiff to take possession of the vehicle after full payment of the purchase price of GH₵25,000. Additionally, the defendants claim that the agreement was for the plaintiff to pay the balance of GH₵15,000 on the 25th day of October, 2018. According to the defendants, before the final payment and subsequent delivery of the vehicle to the plaintiff, the plaintiff clandestinely went to where the vehicle had been parked and took the vehicle under the pretext of going to wash it and never returned it.

The defendants further aver that they immediately called the plaintiff to enquire from him the reason for taking possession of the vehicle when he had not finished paying the full amount as agreed and the plaintiff answered that he went to wash the car and he would return it but failed to do so. The 2nd defendant states that in October, 2018, he saw the vehicle being used for commercial purpose and he called the plaintiff to enquire why he was using the vehicle for commercial purposes when he has not finished paying for the car and the plaintiff then promised to make full payment within three (3) days but again, the plaintiff failed to honour his promise. According to the defendants, the plaintiff used the vehicle for commercial purposes plying the route of Ashaiman to Gbetsile and Ashaiman to Afienya, and made a daily sale of GH₵150. Consequently, the 2nd defendant went to the station to impound the vehicle.

After impounding the vehicle, the plaintiff came to the station with two policemen who directed that the vehicle be sent to the police station for investigations. The police tried resolving the matter and at the police station, the plaintiff agreed to owing the defendants GH₵15,000 and promised to pay within three days and the police advised the parties to settle the matter at home and the plaintiff took the vehicle away. However, the plaintiff failed to pay and subsequently left the car in the 2nd defendant's house without paying the outstanding balance.

The defendants further state that three days after returning the car, the plaintiff stated that he was no longer interested in the car and demanded for the GH₵10,000 part-payment he had made. Thereafter, the 2nd defendant then detected that the engine had been damaged and that the car could not start and a mechanic advised that the engine be replaced. The defendants maintained that the vehicle was road worthy before the sale and the plaintiff duly examined the vehicle before deciding to buy.

At the Application for Directions stage, the court set down the following issues for trial.

LEGAL ISSUES

1. Whether or not there is an agreement between the Plaintiff and the Defendants for the purchase of car with registration number GGW5108-14;
2. Whether or not the 1st Defendant delivered the car to the Plaintiff;
3. Whether or not there was an agreement between the Plaintiff and the 1st Defendant that the Plaintiff should repair the vehicle and deduct the

cost of the repairs from the balance of the purchase price;

4. Whether or not the purchase agreement was abrogated by the Plaintiff;
5. Whether or not the 1st Defendant agreed to refund the Plaintiff's money; and
6. Any other issue/issues that may be raised on the face of the pleading.

On 22nd March, 2021, the court struck out the counterclaim of the defendants since they failed to attend trial under Order 36 of C.I. 47 but subsequently the 2nd defendant appeared at the trial.

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. 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….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. Whenever a defendant also files a counterclaim, then the same standard or burden of proof would be used in evaluating and assessing the case of the defendant, just as it was used to evaluate the case of the plaintiff against the defendant."

Thus, this being a civil case, the plaintiff who brought the defendants to court bears the burden to prove his claim on a balance of probabilities. The phrase *"preponderance of probabilities"* is defined under **section 12(2)** of the Evidence Act, 1975(NRCD 323) as

"that degree of certainty of belief in the mind of the tribunal of fact or the Court by which it is convinced that the existence of a fact is more probable than its non-existence."

In the case of **Takoradi Flour Mills v Samir Faris** [2005-2006] SCGLR 882 holding (5), the Supreme Court held that: "*... In assessing the balance of probabilities, all the evidence, be it that of the plaintiff or the defendant, must be considered and the party in whose favour the balance tilts is the person whose case is the more probable of the rival versions and is derserving of favourable verdict."*

ANALYSIS

ISSUE 1: WHETHER OR NOT THERE IS A PURCHASE AGREEMENT BETWEEN THE PLAINTIFF AND THE DEFENDANTS FOR THE PURCHASE OF CAR WITH REGISTRATION NUMBER GW5108-14.

The term "Contract" is often used to refer to an agreement, consisting of the exchange of promises, which is recognized by law as giving rise to enforceable rights and obligations. Every contract, by definition, involves at least two parties and consists of an exchange of promises or the exchange of a promise for an act. As stated by Christine Dowuona-Hammond in her book, **"The Law of Contract in Ghana"** 2011, in determining whether the parties have reached an agreement, the courts normally begin by looking out for an offer and a corresponding acceptance. It is noteworthy that not all contracts are formed by a process of a direct offer and an acceptance. In some cases, a contract may be inferred from the conduct of the parties. In the case of **NTHC Ltd. v. Antwi** [2009] SCGLR 117, the Supreme Court held in its holding 1 that:

"an offer was an indication in words or by conduct by an offeror that he was prepared

to be bound by a contract in the terms expressed in the offer in the event of the offeree communicating to the offeror his acceptance of those terms. Thus, the mere acceptance of an offer would be sufficient to turn the offer into a contract, if there was consideration for it, together with an intention to create a legal relation.

The fundamental law governing sale of goods in Ghana is the Sale of Goods Act, 1962 (Act 137). The Act however allows for the rules of Common Law and Customary Law to be applied to the extent that they are not inconsistent with the provisions of the Act. Section 1 of Act 137 provides that a contract of sale of goods is a contract whereby the seller agrees to transfer the property in goods to the buyer for a consideration called the price, consisting wholly or partly of money. Also, a contract of sale need not take any special form. It may be oral, written, partly oral or partly written, or simply implied from the conduct of the parties.

Thus, in order to establish whether or not there was a purchase agreement or sale of goods contract between the plaintiff and the defendants,

a. The seller must have full title or ownership in the goods;

b. The seller must agree to the transfer of his ownership or property;

c. The subject-matter of the contract of sale must be goods; and

d. The consideration is always the price- consisting wholly or partly of money.

The plaintiff testified that the first defendant is his personal mechanic and he had known him for about 5-6 years prior to the commencement of the action. According to him, he does not personally know the 2nd defendant but the first defendant introduced him as his in-law and the owner of a Toyota Hiace bus with registration *No. GW108-14,* the subject matter of the suit. He testified that

somewhere in September 2018, he visited the workshop of the 1st Defendant and saw the vehicle in issue with the inscription *"For Sale"* written on it. He enquired from the 1st defendant about the price of the vehicle which they bargained and reached an agreed price of GH₵25,000. A week later, he went to the shop to give the 1st defendant an amount of GH₵10,000 as part payment for the car. The first defendant then gave him a document evidencing payment, which was admitted in evidence and marked as **Exhibit "A."**

The 2nd defendant also testified that he is the owner of the vehicle in issue and he put it out for sale at the mechanic shop of the 1st defendant at a price of GH₵25,000. Later, the 1st defendant informed him that the Plaintiff had offered to buy the said vehicle of which he agreed. Pursuant to that, he told the 1st defendant to communicate the terms and conditions regarding the sale of the vehicle to the Plaintiff and to ensure that the plaintiff test-drives the vehicle before the purchase. The plaintiff then agreed to purchase the vehicle at the cost of GH₵25,000 and made a part-payment of GH₵10,000 with a promise to pay the balance of GH₵15,000 in a month's time. Under cross-examination, he testified that he gave the 1st defendant the permission to sell the vehicle to the plaintiff.

From the evidence led by the plaintiff and the 1st defendant, the parties are ad idem that there is a purchase agreement between them. The subject matter of the agreement is a vehicle, which falls within the meaning of goods under **section 81** of the Sale of Goods Act and the 2nd defendant agreed to transfer his ownership in the goods to the plaintiff at a cost of GH₵25,000 upon the acceptance of the part-payment of GH₵10,000 for the plaintiff to pay the outstanding balance of GH₵15,000 in a month's time.

ISSUE 2: WHETHER OR NOT THE 1ST DEFENDANT DELIVERED THE CAR TO THE PLAINTIFF;

Section 81 of Act 137 defines "delivery" as a voluntary transfer of possession from one person to another. Delivery may be effected by;

(a) transferring to the buyer the actual physical control over the goods or (b) transferring to him the means of obtaining actual physical control over the goods or

(c) transferring to the buyer the documents of title to the goods.

Per **Section 16** of Act 137, if no time is fixed by the parties for the delivery, the goods must be delivered within a reasonable time. However, unless a contrary intention appears, stipulations as to the time or delivery are conditions of a contract of sale and where the parties to a contract of sale agree to the time for delivery, the delivery must be made at that date and time.

The plaintiff testified that it was agreed between himself and the first defendant that after making part-payment, he could take the vehicle from the shop and pay the balance of GH₵15,000 in a month's time. When he was ready to take the vehicle away, the 1st defendant informed him that there were electrical problems with the vehicle so he brought an electrician to work on it which he paid GH₵150 for the cost of the electrical works. When the electrician finished working on the vehicle, the first defendant personally handed over the keys to the vehicle to him. The plaintiff, under intense cross-examination by the 2nd defendant maintained that the agreement he had with the 1st defendant was for him to take delivery of the car after the part-

payment.

The 2nd defendant on his part testified that they informed the plaintiff that he could only have the vehicle after full payment of the purchase price of which he agreed to pay the outstanding balance on or before the 25th day of October, 2018. The 2nd defendant further testified that before the time agreed upon for payment of the outstanding balance, the plaintiff went to the mechanic shop where the vehicle was parked and without informing the 1st defendant, took the vehicle under the pretext of going to wash it but never returned it. When he became aware of what the plaintiff had done, he immediately called plaintiff to enquire about his actions and demanded for the vehicle since he had not finished paying for it but the plaintiff failed to accede to his request.

From the cross-examination conducted by counsel for the plaintiff of the 2nd defendant, the initial agreement was between the plaintiff and the 1st defendant who was selling the car for the 2nd defendant. From the receipt issued by the 1st defendant, admitted and marked as **Exhibit "A"**, the plaintiff was to pay the outstanding balance in a month's time. The 2nd defendant also, under cross-examination described the 1st defendant as his son in law and he as the owner of the vehicle and the initial agreement was concluded between the plaintiff and the 1st defendant but the 1st defendant failed to give evidence at the trial to contradict the evidence of the plaintiff that the agreement was for him to make full payment before taking delivery of the vehicle. The 2nd defendant made reference to an agreement signed between the parties which stipulated these terms but he failed to produce same in evidence.

The evidence of the plaintiff that the defendants delivered the vehicle to him by giving the car keys to him to move the car away is more probable than the assertion made by the 2nd defendant that the plaintiff, without permission, moved the car from a mechanic shop. To be able to move the car from one location to another, the driver would have had to use the car key for this purpose. Delivering the car keys to the driver in this instance is an act of "Delivery" as it is a transfer to the purchaser a means of obtaining actual physical control of the goods. If the Plaintiff did not have access to the said vehicle and the car keys, the Plaintiff would have had some difficulty in taking the subject matter away even under the pretext of going to have it washed as claimed by the 2nd Defendant. In the case of **Gorman & Gorman v. Ansong** [2012] 1 SGLR SCGLR 174, the Supreme Court held in its holding 3 as follows:

"Payment of money, whether in part or in full, would render a contract enforceable and the purchaser would be entitled to an order for specific performance. To establish facts amounting to part-performance, what was required of a plaintiff was to show that he had acted to his detriment and that the acts in question were such as to indicate, on a balance of probabilities, that they had been performed in reliance of a contract with the defendants."

The act of part-payment constitutes sufficient acts of part-performance which in the absence of a contrary agreement, entitled the plaintiff to take possession of the vehicle. In the instant case, how the vehicle was taken away from the 1st Defendant's shop without his knowledge was not proved, as the 1st Defendant led no evidence to indicate that for instance, another member of his shop or an apprentice had delivered the keys to the Plaintiff in his absence. There was no witness to corroborate this averment. It is therefore

evident that the vehicle was delivered to the Plaintiff by the 1st defendant. I therefore hold that the defendants delivered the car in issue which is the Toyota vehicle with registration number *GW-5108-14* to the plaintiff.

ISSUE 3: WHETHER OR NOT THERE WAS AN AGREEMENT BETWEEN THE PLAINTIFF AND THE 1ST DEFENDANT THAT THE PLAINTIFF SHOULD REPAIR THE VEHICLE AND DEDUCT THE COST OF THE REPAIRS FROM THE BALANCE OF THE PURCHASE PRICE.

Under **Section 13** of Act 137, there is an implied condition that goods are free from defects which are not declared or known to the buyer before or at the time when the contract is made. In the case of **Continental Plastics Engineering Co. Ltd v IMC Industries -Technik GMBH** [2009] SCGLR 298, per curiam, the Supreme Court stated that it follows that if there were defects, i.e., latent defects which are not discoverable on examination, and which are not disclosed to the buyer before the conclusion of the contract, the seller cannot escape liability for the breach of an essential condition of the contract.

Also, in the case of **GA Sarpong & Co. v. Silver Star Auto Ltd.** [2013-2014] 2 SCGLR 1313, the Supreme Court held in its holding 4 that:

"The general rule deducible from section 13(1)-(3) of the Ghana Sale of Goods Act, 1962 (Act 137)… is that a seller of goods in Ghana, whether new or second-hand, is liable for all defects in them. This duty is an implied condition of the contract of sale. The seller is however, not liable for those defects which he fully declares or makes known to the buyer before or at the time of the contract. Again, where the buyer has examined the goods, the seller is not liable for patent defects, which should have been revealed by the examination. It would appear then that where the defects complained

of were not declared or made known to the buyer before the contract and could not have been revealed by the buyer's examination, if any, the seller is liable. But even so, where the seller is not a dealer in the kind of goods sold and it is established that he did not know or he could reasonably have been aware of the defects complained of, he escapes liability."

The plaintiff testified that during negotiations for the purchase of the vehicle, the 1st defendant assured him that there were no faults with the car. However, after putting the vehicle on the road for the first time, he noticed faults with the car which made the car not road worthy. He immediately called the 1st defendant to complain about the faults with the vehicle and the 1st defendant asked him to repair all the faults and deduct it from the outstanding balance of GH₵15,000. Based on that, he called a mechanic called Lius Tettey who brought new parts namely shaft, pumps, car tapes, and fixed bodyworks on the vehicle. In support, the plaintiff tendered in evidence **Exhibit "B"** series, unsigned invoices from Oboy Enterprise dated 17th October, 2018, (GH₵310), 25th October, 2018(GH₵1,200), 27th October, 2018 (GH₵400), 10th November, 2018 (GH₵150) as evidence of expenses he incurred in fixing the vehicle.

The 2nd defendant on his part testified that the vehicle was in good condition before it was put up for sale and that plaintiff duly examined the vehicle and drove it and once satisfied, he offered to pay GH₵10,000 and later pay the balance after a month. Again, at no point did the plaintiff inform him or the 1st defendant that he was going to repair any part of the car for him to pay for such repairs and that to the best of his knowledge, the plaintiff bought the vehicle after duly inspecting the vehicle and or examining it before buying and if he was doing any repair to enhance the look and or performance of the

vehicle after purchase it was entirely plaintiff's responsibility not his. The 2nd defendant also maintains that the plaintiff used the vehicle for 3 months for commercial purpose without accounting for same.

In the instant case, the plaintiff testified that he identified faults with the car when he started using same. The plaintiff, per the unsigned invoices, listed some of the items that he had to purchase to fix the car as door rubber, jack, reflectors, fire extinguishers, shock absorbers, water puller, ball joints, diesel pump, shaft, Oil, shell, hulis. The plaintiff did not lead evidence on whether the defects for which reason he allegedly purchased these items were latent defects which were not discoverable upon inspection. For instance, one does not need to be an expert to observe to know that fire extinguisher, door rubber, reflectors and purchasing oil to service a car are not latent defects. It was therefore incumbent on the plaintiff to have called an expert to explain the nature of the defects detected. The plaintiff having taken possession of the car for a period, there is the need to show the kind of defects more so when the seller is not a dealer in the sale of second-hand vehicles but it was a one-off transaction. From the unsigned invoices attached, the plaintiff allegedly purchased these items almost one month after taking possession of the vehicle and using same. I therefore hold that the plaintiff failed to show that there was such an agreement for him to repair the vehicle and indeed the items were purchased for the purposes of fixing latent defects in the vehicle. The defendants are therefore not liable to refund to the plaintiff any amount allegedly spent on repairs of the vehicle.

ISSUE 4: WHETHER OR NOT THE PURCHASE AGREEMENT WAS ABROGATED BY THE PLAINTIFF;

From the evidence on record, the agreement was for the plaintiff to make the initial payment of GH₵10,000.00, and pay the outstanding balance of GH₵15,000.00 a month from 25th September, 2018. **Exhibit "A"** was to this effect. This meant that the balance of GH₵15,000.00 was to be paid by the Plaintiff by the 25th October, 2018. As the Plaintiff did not effect the payment of the balance by the said date, the Plaintiff performed only the first half of the agreement, which was the payment of the initial deposit, but could not discharge his second obligation under the agreement. However, the Plaintiff explained in his evidence in-chief that it took him three (3) months to make the vehicle road-worthy for his transport services business, and as a result he was unable to pay the balance on the agreed date. Also, after the repairs, he gave the car to a driver to test its road worthiness by working with it. The 2nd defendant upon seeing the driver with the vehicle seized the vehicle and when the driver informed him, he reported the matter to the police and the police instructed them to park the car.

The plaintiff's first witness, Godfred Nene Nartey-Kisso also testified that the 2nd defendant told him on one occasion that the Plaintiff had purchased his vehicle but had failed to pay the full price. He called the plaintiff's wife and asked about the matter and she told him that they have not been able to complete the payment for the vehicle due to the repairs they had to make on the vehicle. The 2nd Defendant on his part maintains that the vehicle was in a road-worthy condition before the sale to the Plaintiff but led no evidence to prove this statement.

In my considered opinion, nowhere in the plaintiff's evidence did he state that the payment of the outstanding balance was contingent upon the car

being in good condition. The obligation of the plaintiff under the agreement, was to pay the outstanding balance of GH₵15,000 by the said date. The initial payment from **Exhibit "A"** was made on 25th September, 2018, meaning the plaintiff should have paid the outstanding balance in a month's time i.e. by 25th October, 2018 which the plaintiff failed to do. He therefore breached the agreement which would have entitled the defendant to sue to recover the outstanding balance of the purchase.

ISSUE 5: WHETHER OR NOT THE 1ST DEFENDANT AGREED TO REFUND THE PLAINTIFF'S MONEY

The Plaintiff avers that the 1st Defendant came to his house with two soldiers, to inform him of an intended purchase of the vehicle by a potential buyer, after which his money would be refunded to him. It was based on this information that he drove the vehicle to the house of the 2nd Defendant and was forced to leave the car and return for his money the following day. The 2nd defendant called to inform him that the vehicle was still available so he should come for it and pay the balance which he refused the offer and told him to sell the car and refund his money but he failed to refund after selling the car. According to him, the vehicle and its engine were in good condition at the time he left it at the 2nd defendant's house.

It is also noted that this evidence was corroborated by PW1 that at that meeting, the 2nd Defendant had agreed to refund the Plaintiff's money to him once the potential buyer pays the price for the vehicle. Thus, all the parties left the 2nd Defendant's house based on this conclusion. The plaintiff therefore discharged his obligation by proving the existence of this fact.

The second defendant on his part testified that he asked the plaintiff to come and park the vehicle in his house until he finished paying the debt. However, instead of paying the debt, the plaintiff came to park the vehicle in his house. Later, the plaintiff informed him that he was no longer interested in the vehicle after having used it for four months and demanded a refund of the initial payment made. To his surprise, the engine had been damaged by the plaintiff and a mechanic advised that he replaces same but this mechanic was not called as a witness and no evidence was led on the replacement value of the car engine.

The 2nd defendant under cross-examination by the Counsel for the plaintiff, the following ensued;

Q: Can you tell the court where the vehicle with registration number GW 5108-14 is?

A: My Lord, I informed the plaintiff that the vehicle having kept long someone would swap the vehicle with a land so will give it to the person.

Q: Did you do this before the plaintiff commenced this action or after the commencement of this action?

A: My Lord, it was before the commencement of this case.

Q: And when he brought you to court and you filed your witness statement you never said that.

A. My Lord, this issue came up at the police station so I told him that the vehicle having kept long after using the vehicle for 3 months and having kept it in my house, I informed him that somebody wanted to swap a plot of land with the said vehicle so

he will give it to that person and at the time the engine was not working.

…..

Q: So you are alleging that you asked permission of plaintiff too use the vehicle to swap for land and you will refund the GH₵10,000 to him. Have you refunded the GH₵10,000?

A: No my Lord because when he returned the vehicle we realised that it was not in the condition in which the vehicle was when he came for it.

The above reproduced cross-examination conducted of the 2nd defendant shows that the parties agreed for the plaintiff to park the car since a potential buyer was interested in purchasing the vehicle. The 2nd defendant answered under cross-examination that indeed the car was returned which he exchanged with a plot of land. The reason given by the 2nd defendant that he has failed to refund the amount of GH₵10,000 to the plaintiff is that when the plaintiff returned the vehicle, he found out that the vehicle was not in condition is unfounded since there is no evidence that the vehicle was damaged or any works were done on the vehicle before he exchanged it with the plots of land. Therefore, the defendants are liable to refund the amount of GH₵10,000 received from the plaintiff as part-payment for the vehicle having sold same.

CONCLUSION

In conclusion, I hold that the plaintiff proved his case on a balance of probabilities that the defendants are jointly and severally liable to refund to the plaintiff the amount paid for the vehicle with interest from the date the vehicle was returned to the 2nd defendant. I therefore enter judgment for the

plaintiff to recover from the defendants jointly and severally as follows;

1. Recovery of an amount of Ten Thousand Ghana Cedis (GH₵10,000) being the initial deposit the plaintiff made towards the purchase of the car with registration number **GW 5108-14**.
2. Interest on the amount of Ten Thousand Ghana Cedis (GH₵10,000) at the prevailing commercial bank rate from 1st January, 2019 till date of final payment.
3. Cost of Four Thousand Ghana Cedis (GH₵4,000) is awarded against the defendants in favour of the plaintiff.

H/H AGNES OPOKU-BARNIEH

(CIRCUIT COURT JUDGE)