IN THE CIRCUIT COURT "A", TEMA, HELD ON WEDNESDAY, THE 25TH DAY OF JANUARY, 2023, BEFORE HER HONOUR AGNES OPOKU-BARNIEH, CIRCUIT COURT JUDGE

SUIT NO. C11/82/13

TEYE EMMANUEL MENSAH ---- PLAINTIFF

VRS.

ABRAHAM DADSON ---- DEFENDANT

PLAINTIFF ABSENT

DEFENDANT PRESENT

PAUL SELORM KPODOVIA, ESQ. HOLDING THE BRIEF OF MODESTO KPODOVIA, ESQ. FOR THE PLAINTIFF ABSENT

BERNARD ASARE, ESQ. FOR THE DEFENDANT PRESENT

JUDGMENT

FACTS

The plaintiff caused a writ of summons to issue against the defendant on 19th July, 2013, claiming against the defendant the following reliefs;

a. An order for the recovery of an amount of GH₵6,208.90 meant for the aluminum disc material.
b. Interest on the said amount at the current bank rate till date of final judgment.
c. Costs.

The defendant entered appearance and filed a defence on 27th August 2013, and counterclaimed against the plaintiff as follows:

1. Recovery of the outstanding balance of GH₵6,328.1 after set off.

2. Interest from 14th June 2013 till date of final payment.
3. Costs including legal fees
4. Any further order which the Honourable Court may deem fit.

THE PLAINTIFF'S CASE

The plaintiff's case is that in April, 2013, the defendant requested for the supply of aluminium disc material weighing 888kg at the cost of GH₵8,808.90. Pursuant to that, on 30th April 2013, the defendant made a part-payment of GH₵2,600 to enable the plaintiff to supply the goods with a promise to pay the outstanding balance at the end of the month. The plaintiff further claims that after keeping the goods for about three months, the defendant refused to pay the outstanding balance claiming that he was no longer interested in the goods. According to him, when the defendant breached their agreement on the payment schedule, he refused to accept an amount of GH₵3,000 proposed payment by the defendant and all efforts made by him to get the defendant to pay the outstanding balance have proved futile. According to him, the defendant asked one Haabada to collect the goods from his shop for safe keeping as a sign of good faith but the defendant reported him to the police and the police advised the defendant to pay his debt and take his goods but he failed to do so as a result of which the plaintiff sued for the reliefs endorsed on the writs of summons.

THE DEFENDANT'S CASE

The defendant also avers that sometime in March, 2013, one Mr. Habada introduced the Plaintiff to him as a retiree interested in investing in the defendant's business. Subsequent to that, on 30th April, 2013, he had an oral agreement with the plaintiff to supply him with 888kg aluminum discs

through the said Mr. Habada. The defendant states that he paid an amount of GH₵2,600 in two installments. First, he made a part-payment of GH₵800 on the day Mr. Habada brought the goods and made a further payment of GH₵1800 in three days' time and a document was executed between them evidencing the transaction. According him, in May 2013, he made a further payment of GH₵1,500 with a promise to pay the balance later but the plaintiff rejected same. Again, on 14th June, 2013, he offered the plaintiff an amount of GH₵3,000 in part satisfaction of the amount of GH₵6,200 which the plaintiff rejected.

On the same day, the plaintiff seized goods from his shop and carried them away. He reported the seizure of the goods at the Ashaiman Police station and at the police station, the plaintiff was advised to return the items he had seized from him but he (the defendant) refused to take the items back. The defendant further states that he refused to accept the aluminium disc the plaintiff seized because the items were supplied on the 30th of April, 2013 and the plaintiff seized the items on 14th June 2013 making it 6 weeks from the time, he had the disc in his possession and not two or three months as alleged. The defendant therefore maintains that the plaintiff is not entitled to his claim and the court should dismiss same and grant him the reliefs in his counterclaim. According to him, various attempts made by the Tema Regional Police where he reported a case against the plaintiff for the goods, he took from his shop proved futile and they were advised to settle the matter among themselves but settlement broke down.

At the application for directions stage, on 25th November, 2014, this court, differently constituted, set down the issues contained in both the application

for directions and the additional issues filed by the defendant as the issues for trial.

LEGAL ISSUES

1. Whether or not the defendant owes the plaintiff the sum of Six Thousand Two Hundred and Eight Ghana Cedis Ninety Pesewas (GH₵6,208.90) which was meant for the Aluminium disc.
2. Whether or not the Defendant has paid the sum.
3. Whether or not the defendant has a right of set off.
4. Whether or not the Plaintiff owes the defendant the balance GH₵6,328.10.
5. Whether or not the defendant is entitled to his counterclaim.

ANALYSIS

The principle of law is that he who asserts must prove and the plaintiff has the burden to prove his claim on a balance of probabilities. See sections 10, 11 and 12 of the Evidence Act, 1975(NRCD 323). In the case of **Takoradi Flour Mills v Samir Faris** [2005-2006] SCGLR 882 , the Supreme Court held in its holding 5 that:

"It is sufficient to state that this being a civil suit, the rules of evidence require that the plaintiff produces sufficient evidence to make out his claim on a preponderance of probabilities, as defined in section 12(2) of the Evidence Decree, 1975 (NRCD 323). 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."

Also, a defendant who files a counterclaim also bears the burden to prove the counterclaim on a balance of probabilities.

ANALYSIS

ISSUE: Whether or not the defendant owes the plaintiff the sum of Six Thousand Two Hundred and Eight Ghana Cedis Ninety Pesewas (GH₵6,208.90) which was meant for the Aluminium disc.

The plaintiff testified that somewhere in April, 2013, he ordered 888kg of aluminum disc material from Aluworks which he and one Sylvester Habada supplied to the defendant at a cost of Eight Thousand Eight Hundred and Eight Ghana Cedis Ninety Pesewas (GH₵8,808.90). According to his testimony, the agreement was that the defendant, upon delivery of the Aluminum, would pay an amount of Two Thousand Ghana Cedis (GH₵2,000) as a deposit and the outstanding balance of Six Thousand Two Hundred and Eighty-Nine Ghana Cedis (GH₵6,289) would be paid at the end of the month, i.e. 31st April, 2013. However, when the goods were delivered, the defendant only paid an amount of GH₵600 leaving a balance of GH₵8,208.90. The following day, the defendant paid an amount of GH₵1,000 and a further GH₵1,000 four days later totaling GH₵2,600 leaving a balance of GH₵6,208.90 which the defendant has still not paid upon persistent demand.

It is instructive to note that the defendant does not dispute the transaction between himself and the plaintiff for the supply of aluminium disc. The parties under cross-examination stated that the initial agreement was for the plaintiff to supply the defendant with one tonne of aluminium disc but he

supplied 888kg. Under **section 7** of the Sale of Goods Act, 1962(Act 137), in a sale of goods, the fundamental obligation of the seller is to deliver the goods to the buyer and under **section 14**, where the seller delivers a quantity of goods less than what the buyer contracted for, the buyer has the right to reject the goods but if he accepts, he must pay for them at the contract sum.

The plaintiff under cross-examination by Counsel for the defendant admitted that there was a shortage of the goods supplied and when he delivered the aluminium disc to the defendant, he explained that there was shortage and the defendant accepted their explanation and PW1 handed over the documents covering the aluminium discs to the defendant.

The defendant, under cross-examination by Counsel for the plaintiff, the following ensued:

Q: Mr. Dadson, in your evidence in this court, you told this court that you had an agreement with the Plaintiff to supply you with 1,000kg of aluminium disc. Is that correct?

A: That is correct my Lord.

Q: You also told this court that you willingly accepted the supply of 888kg of aluminium disc. Is that correct?

A: My Lord, that is correct but we agreed on 1,000kg but when he brought 888kg I had to accept it.

Q: Can you tell this court what your agreement was in respect of the alleged remaining disc.

A: My Lord, he told me that he will try and see if he will get the remaining but if he does not, I should look for the remaining and add to it to do the work.

The defendant had the right to reject the goods delivered to him since the goods supplied were less than the quantity agreed upon but the defendant accepted same despite the shortage. The fundamental obligation of the defendant was therefore to pay for the goods. On the evidence, the defendant has admitted that he only paid an amount of GH₵2,600 leaving an outstanding balance of GH₵6,208.90. The defendant having admitted the supply of the goods, at the agreed price and having paid an amount leaving the outstanding balance, there is no need for further proof of same. See the case of **Fynn v. Fynn** [2013-2014] SCGLR 727 at 738. I therefore hold that on the evidence led, there is an outstanding balance of GH₵6, 208.90 to be paid by the defendant.

ISSUE 2: Whether or not the Defendant has paid the sum.

The plaintiff testified that when the defendant failed to pay at the time stipulated, the parties agreed to reduce their terms into writing on 30th April, 2013. The plaintiff further testified that per the agreement, the defendant was to pay all the money to the plaintiff on 30th May 2013. In support, the plaintiff tendered a copy of the said agreement admitted and marked as **Exhibit "A",** which states that the plaintiff supplied goods at a cost of GH₵8,808.9 to the defendant which he had paid GH₵2,600 leaving a balance of GH₵6,2089. The plaintiff further testified that when he went with PW1 to demand the balance of the money on 30th May, 2013, the defendant failed to pay and has still not paid the money despite persistent demand.

The defendant testified that when the plaintiff supplied the goods, he paid an amount of GH₵2,600 and two weeks later, contrary to the course of dealing

between himself and the plaintiff's witness, the plaintiff prepared an agreement and asked him to sign which he did. Later, he raised some monies amounting to GH₵6500 as part payment but the plaintiff failed to take the money on three occasions.

Indeed, the plaintiff in his testimony before the court and under cross-examination by counsel for the plaintiff tetsfied that the defendant brought an amount of GH₵3,000 as part payment but he refused to accept same because he took a loan facility from the bank which he had to pay with interest hence his insistence on full payment by the defendant.

Hence, from the evidence before the court, it is not issue that the amount has not been paid but the defence of the defendant is that the amount was tendered but the plaintiff rejected same. Under **Order 11 rule 16** of C.I. 47, a defendant may raise a defence of tender to the effect that the amount being claimed by a plaintiff was tendered before the institution of the action but the plaintiff refused same. The rules require a defendant relying on such a defence to pay the amount alleged to have been tendered into court and the tender shall not be available as a defence unless and until payment into court has been made.

Here, the defendant who relies on the defence of tender to contend that he raised the amounts which the plaintiff refused to accept has not paid the said amount into court since 2013, when the suit was commenced and as such cannot rely on the defence of tender. From **Exhibit "A"** executed between the plaintiff and the defendant, the defendant was to pay the outstanding balance

on 30th May, 2013 but failed to do so. I therefore hold that the defendant has not paid the amount of GH₵6,208.90.

ISSUES 2&3: Whether or not the defendant has a right of set off and whether or not the Plaintiff owes the defendant a balance of GH₵6,328.10 after Set-Off.

Order 11 rule 17 of the High Court (Civil Procedure) Rules, 2004 CI 47 provides that for the defence of set-off in the following terms;

"Where a claim by a defendant to a sum of money (whether of an ascertained amount or not) is relied upon as a defense to the whole or part of a claim made by the plaintiff, it may be included in the defence and set-off against the plaintiff's claim, whether or not it is also added as a count"

A set-off has been defined by Philip R. Wood, Set-off and Netting, Derivatives, Clearing system, 2nd ed. (London: Sweet &Maxwell,2007)

"Set-off is the discharge of reciprocal obligations to the extent of the smaller obligations. It is a form of payment. A debtor sets off the cross-claim owed to him against the main claim which he pays to his creditor. Instead of paying money, he uses the claim owed to him to pay the debt he owes…"

A set off has also been defined as *"a mechanism whereby one party can apply a debt owed to him or her by another party to discharge all or part of a debt that he or she owes to that other party. The result is either that the debt is completely discharged or a sum remains which represents the balance of the debt owed by one of the parties to the other. Although sometime invoked as a self-help remedy, it is usually applied as a countervailing claim in answer to plaintiff's claim in proceedings before the court. In the context of such proceedings set-off is quite different from counterclaim."* **See**

New South Wales Law Reform Commission Report 93 on Set -Off, February 2000.

Set-off as a defence if pleaded and established can be an excuse for a debtor's failure to pay his debt since it either reduces the amount owed or entirely extinguishes the claim of a plaintiff. In the instant case, the defendant relies on the defence of set-off as justification for his failure to pay his indebtedness to the plaintiff.

The plaintiff testified that when the defendant failed to pay the debt, after three weeks, the defendant offered to pay an amount of Three Thousand Ghana Cedis but he refused to take the money and insisted on full payment per their agreement. The defendant then asked PW1 to collect the items which are finished and unfinished cooking utensils for safe keeping in his store for three days until the amount is paid. Based on that they conveyed the items from the shop to PW1's shop at Ashaiman with the consent of the defendant. The defendant then reported him to the police and at the police station, the defendant was advised to pay his debt and take the goods but he failed to do so.

Under cross-examination, the inventory of the items taken by the plaintiff was tendered through the plaintiff and admitted and marked as **Exhibit "2"** shows the list prepared by the police of items taken from the defendant's shop.

The first plaintiff's witness (PW1) testified that when the defendant failed to pay the outstanding balance of Six Thousand Two Hundred and Eight Ghana

Cedis Ninety Pesewas (GH₵6,208.90) to the plaintiff, he went with the plaintiff to the defendant to demand payment but when they got there, the defendant asked him to take the goods for safekeeping until he has paid the debt within three days which he did. However, the defendant went to the Ashaiman Police Station to report them that they had broken into his shop and stolen his goods.

The defendant testified that on three occasions when he raised money which the plaintiff refused to accept, the plaintiff came to his shop to demand payment of the money. Whilst going round looking for money to pay the plaintiff, his brother called to inform him that the plaintiff had brought a KIA truck and taken the items in his shop away at the time customers had come to buy the items. According to him, the matter ended up at the police station where he rejected the items and informed the police that the goods were worth GH₵12,537 and insisted that the value of the goods should be set off against the amount being claimed by the plaintiff. He also demanded a refund of the difference after deducting the amount owed for the plaintiff to pay him the sum of GH₵6,328.10. The defendant tendered in evidence an inventory prepared by him of the items he claims were taken from his shop by the plaintiff with corresponding prices admitted and marked as **Exhibit "1"** totaling an amount of GH₵12,537.00.

The defendant further says that the Plaintiff came for his wares on 14th June, 2013, exactly one month two weeks after the aluminium discs had been delivered and he had started producing them into finished products to sell and pay off his debt. According to his testimony, the plaintiff took his wares without his permission since he would never allow the plaintiff or any other

person to take his wares he has to sell to pay the plaintiff. He therefore prays the court to set-off his debts with his goods in the possession of the Plaintiff and the balance of GH₵6328.2 should be paid to him after set off with interest.

DW1, Bismark Atta Koomson, testified that he knows about the transaction between the plaintiff and the defendant. He tetsfied to how the defendant raised part of the money but the plaintiff refused to accept same and testified to the various attempts made by the defendant to raise the money which all proved futile including reducing the prices of his wares to increase sales and when the defendant raised an amount of GH₵3,000 the plaintiff refused to take and took the items of the defendant from the shop. According to him, when the matter ended up at the police station, the shop attendant gave a rough estimate of the goods taken by the plaintiff to be GH₵15,000. DW1 emphatically states that the Plaintiff took defendant's wares without his permission.

DW2, Madam Vivian Dadzi, also testified that she knows the parties in this case. According to her testimony, she was at the work place with other workers on 14th June, 2013, when Mr. Habada (PW1) came there with the plaintiff. The plaintiff called someone on phone to bring a KIA bus to the defendant's work premises and when the vehicle arrived, they took all the items in the defendant's shop including those that the customers were purchasing. She impressed upon the plaintiff to exercise patience but he insisted on taking the items and also looked under the defendant's seat for the GH₵3,000 he had rejected earlier and said he had taken the items to satisfy

the debt the defendant owes him. She maintained that the plaintiff took the items without the permission of the defendant.

From the evidence led, the court finds the evidence of the defendant and his witnesses to be credible that the plaintiff did not take the goods with the consent of the defendant. If indeed, the defendant permitted the plaintiff to take the goods and keep until he gets the money to pay, the defendant would not have reported a case of stealing for the police during investigations to take inventory of the items and impress upon the defendant to pay the money and take his goods or take his goods to sell and refund the amount owed to the plaintiff.

Learned Counsel for the defendant in his written address analyzed whether the plaintiff can exercise a lien over the goods without the consent of the defendant although it was not one of the issues set down for trial. On the evidence, the defendant had converted some of the aluminium disc into finished and unfinished products. Could the plaintiff then validly exercise a lien over the goods manufactured by the defendant? Under **sections 35 and 36** of the Sale of Goods Act, an unpaid seller can exercise a lien over the goods for non-payment by the buyer under certain circumstances but the unpaid seller must be in possession at the time. An unpaid seller in possession is entitled to retain possession of the goods until payment or tender of the price if the goods have been sold on credit and the term of credit has expired. In the case of ***Heward Mills VrsR.T. Briscoe (Ghana) Ltd, 1977 I GLR 138- 146*** the Court held in holding 1 that:

"a lien in its primary legal sense was a right in one man to retain that which was rightfully and continuously in his possession although belonging to another until the

present and accrued claims of the person in possession were satisfied. In this primary sense it was given by law and not by contract, for a contract superseded a lien and limited the rights of the person claiming under contract to those for which provision had been made in the contract. By giving up possession the Defendants lost their lien on the car and since they were not continuously in possession their subsequent seizure of the Plaintiffs car was unlawful. The agreement to pay half of the amount and the other half later, superseded the common law lien and any rights they had against the Plaintiff were limited to the terms of the agreement."

In the instant case, the plaintiff who is the unpaid seller who sold the goods on credit had already given possession of the goods to the defendant who had turned the goods into finished and unfinished products. Thus, the seizure of the goods from the defendant's shop until he has fully paid the money cannot be a seller's right of a lien over goods sold.

Additionally, from the plaintiff's own evidence, the defendant ordered the raw materials to manufacture silver ware for sale. It therefore strains credulity that the defendant would ask the plaintiff to keep the goods until he has fully paid the debt. I therefore find as a fact that the plaintiff collected the items from the defendant's shop without his consent for his failure to pay the outstanding balance to keep until the defendant fully paid the money. It is noteworthy that at the time of the seizure, the plaintiff had already delivered the aluminium disc and the defendant had made part-payment, the remedy of the plaintiff when the defendant failed to pay for the goods was to sue to recover the outstanding balance with interest and costs and not to have seized and detained goods he had already delivered and received part-payment for.

Can the court, grant a set-off for the plaintiff to pay to the defendant the balance after set-off with interest and costs based on the evidence led? It is noteworthy that the defendant's counterclaim is not founded in detinue, conversion or trespass but rather set-off that the plaintiff having seized the goods, he is no longer interested in the goods and the value of the goods should be netted with debt owed. The defendant, tendered a self-serving inventory as **Exhibit "1"** which is a list of the items with the prices and prays the court to set-off the debt he owes the plaintiff against the cost of items seized and award interest on the balance.

From the defendant's evidence, when he immediately reported the matter to the police, he was ordered to go for the items seized, sell and pay the plaintiff but he refused and insisted on set-off. The defendant and his witnesses also testified that the defendant was not present when the plaintiff collected the items from the shop. There is no evidence that when the defendant became aware of the seizure of his goods, he demanded for the return of the goods and the plaintiff refused to return same to him. The evidence shows that the plaintiff was prepared to deliver up the goods detained but the defendant refused to accept same. Under cross-examination by Counsel for the plaintiff, the defendant tetsfied as follows;

Q: At the Ashaiman police station, you informed the police that you were no more interested in the items and as such you wanted a set-off.

A: Yes my Lord. I said that at the Ashaiman Police Station. The reason is that the items were of no use to him that is why he collected so I suggested he should take the goods and give me my balance.

Q: You wanted a set-off because you had no intention of paying your just debt to the plaintiff.

From the pleadings of the defendant and his evidence in-chief, the plaintiff seized the goods on 14th June 2013, and on the same day, he reported the case to the police but he refused to take the items back. In my view, the defendant's refusal to take the items on the same day and insisting on a set off is unjustifiable since the plaintiff had not contracted to buy them and there is no reciprocal debt obligations in respect of the goods. Learned counsel for the defendant contends in his written address that the seizure of the goods has affected the quality of the goods but there is no evidence to support same on record. In this case, the aluminium products seized by the plaintiff are not perishable goods. PW1 under cross-examination, the following ensued;

Q: The goods you collected from the defendant are still in your custody, that is, you and the plaintiff.

A: Yes, the goods are in my store room.

Q: An you also agree with me that the longer the goods stay, they depreciate in quality and value.

A: It is not true. Because it is silverware, the more it stays, the more the value increases.

Q: I am putting it to you that you are not being honest with the court. The longer they stay they become discoloured and you have to work on it.

A: It is not true.

The items being silverware are not perishable and the court will take judicial notice of the current high inflationary rate leading to appreciation in the value

of goods. The defendant cannot refuse to pay for the goods supplied him with a convenient claim of a defence of set-off when the evidence shows that the plaintiff had not contracted to buy the goods and the defendant's claim is not in the nature of a debt owed by the plaintiff. The receipt, **Exhibit "A"**, does not also provide that the defendant had to sell the manufactured goods before paying the debt he owes the plaintiff. I therefore hold that the defendant is not entitled to set-off the debt with his self-serving calculations and his claim of interest.

The plaintiff prays the court to award interest on the amount of GH₵6,208.90. The Court (Award of Interest and Post Judgment Interest) Rules, 2005, C. I. 52 governs the award of interest in civil cases. In the case of **Standard Chartered Bank (Ghana) Ltd. v. Nelson** [1998-99] SCGLR 810, the Supreme Court held in holding 4 as follows;

"Interest might be awarded by a court under the following circumstances; (i) by the custom or trade practice. Such interest was usually awarded on moneys due and payable upon proof of such custom or trade practice. (ii) by agreement in transactions between parties where such interest might become payable upon action brought after default. (iii) interest charges arising out of contracts-actually stated or implied; and (iv) by (a) statute arising under the Money Lenders Ordinance, Cap 176 (1951 Rev or (b) the Courts (Awards of Interest) Instrument, 1984 (LI 1295)."

In the case of **Akoto v. Gyamfi-Addo** [2005-2006] SCGLR1018, the Supreme Court per Atuguba JSC (as he then was) stated at page 1023 that: *"the general principle for the award of interest to a party, is that such party, has been by defendant, unjustifiably kept out of money due to him for the relevant period."*

In the instant case, after the defendant paid an amount of GH₵2,600, the parties executed an agreement for the defendant to pay the outstanding balance of GH₵6,208.90 by 30th May, 2013 but the defendant failed to do so. The defendant claims to have tendered this amount but the plaintiff rejected same but there is no evidence of the defendant having paid this amount into court after the commencement of the suit to extinguish the claim of the plaintiff on the principal amount owed. The defendant has had the use of the plaintiff's money since 30th May, 2013 and has unjustifiably kept the plaintiff out of the use of the money entitling him to the award of interest. In the absence of an agreement by the parties on the rate of interest to apply to their transaction, I will award interest at the prevailing commercial bank rate till date of final payment.

On the totality of the evidence led, I hold that the defendant is not entitled to recover the amount of GH₵6,328.1, he claims to be the outstanding balance after set-off with interest from 14th June, 2013 till date of final payment and costs including legal fees. I accordingly dismiss the counterclaim of the defendant and hold that the defendant is liable to pay the debt owed to the plaintiff.

To do substantial justice between the parties and based on the fact that the defendant has refused to accept the goods since 2013, I will order for an independent valuer to value the goods in the custody and possession of the plaintiff within thirty (30) days from the date of the judgment, for the goods to be sold and the proceeds used to pay the judgment debt and any amount remaining to be paid to the defendant.

CONCLUSION

In conclusion, I hold that the plaintiff proved his case on a balance of probabilities which entitles him to the reliefs he seeks from the court. The defendant failed to prove his counterclaim and I accordingly dismiss same. I hereby enter judgment for the plaintiff in the following terms;

1. The plaintiff shall recover from the defendant an amount of GH₵6,208.90 being the outstanding balance of the price of aluminium disc supplied to the defendant.
2. Interest on the amount of GH₵6,208.90 from 30th May, 2013 till date of final payment.
3. Cost of GH₵2,000 is awarded against the defendant in favour of the plaintiff.
4. I hereby order for the appointment of an independent valuer to value the goods in the custody and possession of the plaintiff (as shown in **Exhibit "2"**, the inventory prepared by the police,) within thirty (30) days from the date of the judgment, for the goods to be sold and the proceeds used to pay the judgment debt and any amount remaining to be paid to the defendant. The cost of the valuation shall be borne by the parties equally.

H/H AGNES OPOKU-BARNIEH
(CIRCUIT COURT JUDGE)