

CORAM: IN THE DISTRICT COURT 1, WHITE HOUSE - TEMA HELD BEFORE  
HER WORSHIP NAOMI AKYIANO ESQ. (MS.) SITTING AS DISTRICT COURT  
MAGISTRATE ON THURSDAY THE 2<sup>TH</sup> DAY OF NOVEMBER, 2023.

SUIT NO. A11/10/2022

1. GEORGE ESSEL DODD

2. EMMA DODD

PLAINTIFFS

VS.

NANA AGO ARSLANIAN-SCOTT

DEFENDANT

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**JUDGMENT**

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Counsel: Alfred Buatsi for the Plaintiff.

The Plaintiffs claims against the Defendant is for the following reliefs:

- a. An order directing the Defendant to execute all documents transferring the property plot No. 22/11 B Community 6, Tema in the Greater Accra Region to the Plaintiffs.
- b. Costs including legal fees.
- c. Any other relief this Honorable Court will deem just.

In a statement of claim accompanying the Writ, the Plaintiffs aver that by an agreement dated August 24, 2019, they entered into an agreement with the Defendant and three other persons who are the sellers to buy the above mentioned property and after having paid the purchase price of Two Hundred and Ten Thousand United State Dollars (\$210,000.00) an equivalent of One Million One Hundred and Thirty Four Thousand Ghana Cedis (Gh¢1,434,000) to the sellers, a statutory declaration was prepared sometime in October 2020 affirming the sale, whereas all the other sellers have appended their signatures to the Statutory Declaration, the Defendant has blatantly refused to do same and will not unless compelled by the Court hence this action.

After several attempts to serve the Defendant with the Writ of Summons and Statement of Claim have failed, the bailiff of the Court filed an affidavit of non-service indicating that the Defendant has been evading service. As a result substituted service was ordered and complied with. The Defendant then engaged the services of counsel who filed a notice of appointment of solicitor but counsel has since withdrawn his representation.

In the Witness Statement filed by the Plaintiffs to prove their claim, they attached exhibits A which is the Power of Attorney where the Defendant as the principal appointed one Samuel Amofa to “execute all documents to transfer his interest in House Number 22/11B Community 6, Tema, aforesaid, which I own jointly with my siblings to George Essel Dodd and Emma Dodd upon paying the full purchase price of the property and to do all things necessary in furtherance of this power” and Exhibit B a statutory declaration by the Defendant and 3 other persons who have all appended their signatures save that of the Defendants.

The only issue for determination is whether or not the Defendant ought to be directed to execute the documents transferring the property aforementioned to the Plaintiff.

*In Re West Coast Dyeing Industry Ltd; Adams and another Vs. Tandoh [1984-1986]*

2GLR that when a party is given the opportunity to lead evidence in support of his stand or in defence of allegations against him but deliberately declines to avail himself of that opportunity, the Court will be entitled to proceed with the trial to conclusion and make deductions, draw conclusion or make findings (of fact) on basis of evidence adduced at the trial.

There being no elements of frauds on the part of the Plaintiffs and no challenge from their testimony, I find that the Plaintiffs validly acquired the said property and are entitled to have that transferred to them.

The Plaintiff claim amounts to the Court on ordering specific performance on the part of the Defendant to complete the transfer of interest in the said property in compliance with Section 34 of the Land Act, 2020 (Act 1036) which provides:

A contract for the transfer of an interest in land is not enforceable if the contract is not

- a. Evidenced in writing and
- b. Signed by
  - i. The person against whom the contract is to be proved or
  - ii. A person who is authorized to sign on behalf of that person.
- c. Exempt under Section 36.

The statutory Declaration, Exhibit B, satisfies the requirements save for the signature of the Defendant as held in the case of *Yaa Antwi V NTHC [2009]* SCGLR 117 @ 130 Dr. Date-Bah JSC (as he was then).

“Contracts for the sales of land/property are preeminently those in relation to which the remedy of specific performance are appropriate ... “ The law takes the view that the purchaser of a particular piece of land and a particular house (however ordinary) cannot, on the vendor’s breach, obtain a satisfactory substitute, so that specific performance is available to him”

In conclusion, the Court directs the Defendant or his lawful Attorney to execute all documents transferring all the property plot No. 22/11 B Community 6, Tema in the Greater Accra Region to the Plaintiffs.

Costs of GH¢5,000.00 for the Plaintiffs.

(SGD)

**H/W MS. NAOMI AKYIANO ESQ.**

**MAGISTRATE**

**02/11/2023**