

**IN THE HIGH COURT OF JUSTICE, WESTERN REGION, HELD AT SEKONDI ON
THE 18TH DAY OF DECEMBER, 2023, BEFORE HER LADYSHIP AFIA N. ADU-
AMANKWA (MRS.) J.**

SUIT NO. E12/42/22

MRS. MARY ANAMAN

PLAINTIFF

VRS.

MR. JOSEPH PAINTSIL ANAMAN

DEFENDANT

JUDGMENT

This case, which at first glance seemed straightforward – damages for interference with the plaintiff’s right – has proven to be more complicated than it first appeared. The case has caused me many sleepless nights in my attempt to find a solution. Regretfully, despite my best efforts, I could not settle the disagreement between the parties.

On 30th May 2019, the High Court, Sekondi, dissolved the marriage between the parties. As part of the property settlement, the boys’ quarters in House number PT 42 West Tanokrom, being part of the matrimonial home, was settled in the plaintiff’s favour, whilst the main building of the matrimonial home was settled in the defendant’s favour. Subsequently, the plaintiff applied to the High Court, Sekondi, for permission to create access to the boys’ quarters, which prayer was granted. The instant action was instituted based on the plaintiff’s complaint that on two occasions when she attempted to create access to the boys’ quarters pursuant to the court’s orders, the defendant stopped her workers from doing so, claiming that the area they were working on did not form part of

the boys' quarters. By her writ of summons issued on 2nd March 2022, the plaintiff claimed against the defendant for the following reliefs:

“1. Damages for interfering from the peaceful enjoyment of Boys Quarters in House No. PT No. 42 West Tanokrom, Takoradi which has been settled in favour of the Plaintiff.

2. Perpetual injunction restraining the Defendant, his servants, agents and assigns from interfering with the peaceful enjoyment of Boys Quarters referred to above by the Plaintiff”.

The defendant has denied the plaintiff's claims, contending that the plaintiff was building on his portion of land without his consent and knowledge. According to him, he only prevented the plaintiff from constructing a wall which, for all intents and purposes, would deny him access to other parts of his property.

The resolution of the issue of whether the defendant has interfered with the plaintiff's peaceful enjoyment of her boys' quarters, entitling her to damages from him and injunctioning him from interfering with her right, is dependent on the interpretation placed on the judgment of the High Court, Sekondi, regarding the property settlement upon the dissolution of the marriage. The trial judge, at page 26 of her judgment, stated thus:

“The petitioner(sic) given the boys quarters in the matrimonial home and the respondent given the main matrimonial building”.

Whilst the plaintiff contends that the boys' quarters, which was settled in her favour, consists of the original matrimonial home (two bedrooms, a hall and kitchen), the extension to the original matrimonial home(which comprises a chamber and hall with a summer hut on top) as well as an outhouse consisting of two lavatories, a kitchen and store room, the defendant contends otherwise claiming that per the judgment, the plaintiff was only entitled to the original matrimonial home and nothing more. He was

entitled to the main building, the extension to the boys' quarters and the outhouse. I am at a loss as to which of the rival interpretations to place on the Court's orders. My handicap stems from the fact that the judgment does not provide enough particulars to discern what the court meant by "boys' quarters", as it alludes to the boys' quarters being the 1st phase and the main building being the 2nd phase of the project. The problem has further been exacerbated by the parties' introduction of the outhouse, which, in essence, has generated the present dispute by the plaintiff's attempt to block access to it. The judgment makes no mention of this outhouse. However, my visit to the locus showed that quite apart from the boys' quarters and the main building alluded to in the judgment, which were distinct buildings, the outhouse was also a separate building on its own. In her evidence, the plaintiff claimed to have applied to the court following the defendant's adverse claim to portions of the boys' quarters for clarification of the judgment of what it meant by the boys' quarters. According to her, the court reaffirmed that the entire boys' quarters had been settled in her favour. She tendered as exhibit "B", a ruling of the court, which turned out to be an order of the court granting her permission to create access to the boys' quarters and nothing else. Neither the application to the court nor the proceedings for that date were tendered in evidence. As it stands, there is no evidence that any such clarification was sought from the court.

A clarification of the judgment regarding the parameters of the boys' quarters should have preceded the issuance of the writ. As it stands now, I am unable to determine the extent of the boy's quarters, that is, whether the extension to the boys' quarters (chamber and hall with a summer hut on top) forms part of it and again whether the outhouse forms part of the boys' quarters. In seeking clarification, the court would be better positioned to interpret the judgment as all processes pursuant to the matrimonial proceedings, including the trial proceedings, would be available to provide perspective on what the trial judge intended by the term "boys' quarters".

In the circumstances, the suit is dismissed. The parties are to seek clarification from the court regarding the meaning of “boys' quarters”.

(SGD.)

H/L AFIA N. ADU-AMANKWA (MRS.)

JUSTICE OF THE HIGH COURT.

COUNSELS

Sarah C. Otoo (holding Baffour Dwumah’s brief) appears for the Plaintiff.

Joseph Amoah (holding Edmund Ackaah Arhin’s brief) appears for the Defendant.