

IN THE SUPERIOR COURT OF JUDICATURE, IN THE HIGH COURT OF JUSTICE, LAW COURT COMPLEX, (LAND DIVISION ONE) HELD IN ACCRA ON THURSDAY THE 8<sup>TH</sup> DAY OF FEBRUARY 2024 BEFORE JUSTICE ABENA A. OPPONG

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SUIT NO. LD/1346/2017

**ADOMTHAR INDUSTRIES LTD**

**MAX ESTATES**

**V.**

**THE REGISTERED TRUSTEES, VICTORY BIBLE CHIRCH**

**WILLIAM BAAH**

PLAINTIFFS ABSENT

2<sup>ND</sup> DEFENDANT PRESENT AND REPRESENTS 1<sup>ST</sup> DEFENDANT

MOHAMMED SAHNOO FOR THE PLAINTIFFS ABSENT

NANA AMA AMPONSAH FOR THE DEFENDANTS PRESENT

## **J U D G M E N T**

The fact that the disputed land originally belonged to the late C.C.K. Baah is not in dispute. It is also not in doubt that C.C.K. Baah died in the year 1972, following which there was protracted litigation over his estate. The 1<sup>st</sup> Plaintiff claims to have entered a portion of Baah Yard land in 1983 as a tenant. In 1992, it entered into an agreement with Charles Baah (son of C.C.K. Baah) for the rent of a warehouse for a period of five years. The said lease was extended for a further 15 year period. It

reconstructed the warehouse and also constructed 11 stores and a wholesale on the land. It rented out some of the shops and also operated its wood, hardware and Sawn Mill business on the land. In August 2001, it obtained an extension of the lease and also a grant of an adjoining land from the administrator of the estate of C.C.K. Baah. A lease to effectuate the 2001 lease was executed for him in 2012 but it had been in possession of the land since its acquisition in 1992 and 2001 respectively. It is the case of the 1<sup>st</sup> Plaintiff that it was paid compensation by the government when the stores and warehouse it constructed on the land were affected by the construction of the Awoshie- Pokuasi road but continued to occupy the remainder of the land which was about 0.47 acres and was in occupation before the 1<sup>st</sup> Defendant commenced its church activities and the 1<sup>st</sup> Defendant even purchased wood from the 1<sup>st</sup> Plaintiff. The 1<sup>st</sup> Defendant then offered to purchase the 1<sup>st</sup> Plaintiff's land but the negotiations stalled. However, without its leave, the Defendants trespassed on its land and destroyed the structures it had on the land and despite repeated warnings, the Defendants continue to perpetuate their illegal activities. The 1<sup>st</sup> Plaintiff claims the following reliefs:

1. Declaration of Title to all that piece or parcel of land lying situate and being at Awoshie Accra and bounded on the North-East by Lessor's land measuring 150' feet more or less, on the (sic) with a degree of 129 feet more or less, on the South-East by Lessor's land measuring 110' with a degree of 225.0 feet more or less, and on the South-West by Road land measuring 160' with a degree of 296.20 feet more or less, on the North-West by Lessor's land measuring 140° with the degree of 40.0 feet more or less, and containing an approximate area of 0.47 Acres or 0.19 hectare more or less.
2. General damages for trespass.
3. Perpetual injunction retraining the Defendants, their agents, privies, servants, workmen and all people who claim through the Defendants from entering and dealing with the Plaintiff's land the subject matter of this suit.

4. Recovery of possession.
5. Cost, including legal fees.

The 2<sup>nd</sup> Plaintiff claims to have obtained an assignment of the disputed land from the 1<sup>st</sup> Plaintiff in the year 2014 and taken possession of same but the 1<sup>st</sup> Defendant with the military and land guards demolished all the structures on the land and started its construction works, ignoring all warnings. This led to multiple reports at the Land Title Registry but the matter was not resolved. The 1<sup>st</sup> Defendant's land certificate was therefore procured by fraud and gave the particulars of the fraud as:

Knowingly registering and obtaining title certificate over the land when the 1<sup>st</sup> Defendant was fully aware of the adverse claims by the 2<sup>nd</sup> Plaintiff in connection with the land.

The 2<sup>nd</sup> Plaintiff states further that its interest in the land was acknowledged by the Defendants in their terms of settlement in Suit No. IRL/337/09 between Harriet Morison & anor v. Registered Trustees of Victory filed on the 2<sup>nd</sup> of August 2019 and 10<sup>th</sup> August 2017 respectively. The 2<sup>nd</sup> Plaintiff also claims a declaration of title in its favour.

The Defendants deny that the late C.C.K. Baah made a grant of the disputed land to the 1<sup>st</sup> Plaintiff. It is the case of the Defendants that following the death of the late C.C.K. Baah, there was a protracted dispute concerning the administration of his estate. It is therefore preposterous for the 1<sup>st</sup> Plaintiff to allege a grant from an administrator. Following a resolution of the protracted litigation, all the beneficiaries agreed that the 1<sup>st</sup> Defendant who had obtained earlier grants of plot numbers 124 and 126 from the late Cecilia Morkor based on a 1982 judgment should continue ownership notwithstanding a subsequent judgment overturning the 1982 judgment. The 1<sup>st</sup> Plaintiff which was unlawfully occupying a portion of plot 124 was offered one plot of land measuring 70 by 100 on humanitarian grounds but the 1<sup>st</sup> Plaintiff

rejected the offer and in a bid to overreach the 1<sup>st</sup> Defendant, the 1<sup>st</sup> Plaintiff and Charles Baah executed various documents granting a portion of the land to the 1<sup>st</sup> Plaintiff. The 1<sup>st</sup> Plaintiff took the void grant with the aim of interfering or disturbing the existing rights or interest. The Defendants dispute that the 1<sup>st</sup> Plaintiff has been on the disputed land since the year 1983 and state that the 1<sup>st</sup> Plaintiff was one of the persons Charles Baah put on the land in the early 1990s when he noticed that the 1<sup>st</sup> Defendant had reached an agreement with the late Cecilia Morkor Baah. Due to the protracted dispute, Charles Baah had nothing to give to the 1<sup>st</sup> Plaintiff and therefore the Plaintiff's stay on the land however long it may be was illegal. They state that the 1<sup>st</sup> Plaintiff masterfully procured various documentation on the land and used same to make representations to the government for compensation which accrued to the estate of the late C.C.K. Baah. It is the further case of the Defendants that in 1983 when the 1<sup>st</sup> Defendant claims to have entered Baah Yard land, the rightful person to make grants was Cecilia Morkor Baah and that right continued until 1989 when it changed to the executors of the will of C.C.K. Baah in the persons of James Kofi Tawiah and Amos Kwasi Baah. On 26<sup>th</sup> April 1995 letters of administration with will annexed was granted to Cecilia Morkor Baah, Stella Baah, Charles Baah jnr and Harriet Baah but they could not execute their mandate leading to another law suit being instituted against them. The Defendants alleged fraud on the part of the 1<sup>st</sup> Plaintiff and listed the particulars as:

- a. Falsely representing to the Department of Urban roads and/or Ministry of Roads that plaintiff is the bonafide owner/grantee of that portion of the Baah Yard land which was earmarked for road construction when in fact plaintiff had never had any valid grant from the Administrators and/or beneficiaries of the estate of C.C.K. Baah.
- b. Falsely claiming and/or receiving compensation in total sum of GH¢138,390.00 for that portion of Baah Yard acquired by the State for road construction.

- c. The government of Ghana relied on the false representation from Plaintiff to advance the total sum of GH₵138,390.00 meant as compensation for the acquisition and/or use of that portion of Baah yard property for road construction.
- d. Appropriating monetary compensation from the Government of Ghana meant for the benefit of the estate of C.C.K. Baah and or its beneficiaries, the rightful owners of the acquired property to the detriment of the said persons including 2<sup>nd</sup> defendant.

The Defendants state further that the 1<sup>st</sup> Plaintiff has unjustly made commercial gains from the land by renting, subletting, assigning and leasing portions of the land and is liable to the estate and its beneficiaries for mesne profit for such gains. Defendants counterclaim against 1<sup>st</sup> plaintiffs as follows:

- i. A declaration that 1<sup>st</sup> plaintiff's entry and dealings on plot 124 Baah Yard, Accra or part including all that piece or parcel of land lying, situate and being at Awoshie Accra and bounded on the North-East by Lessor's land measuring 150<sup>1</sup> feet more or less with a degree of 129<sup>0</sup> feet more or less, on the South-East by Lessor's land measuring 110<sup>1</sup> with a degree of 225.0 feet more or less, on the South-West by Road measuring 160<sup>1</sup> with a degree of 296.2<sup>0</sup> feet more or less, on the North-West by estate's land measuring 140<sup>0</sup> with the degree of 40.0 feet more or less, and containing an approximate area of 0.47 Acres or 0.19 hectare more or less thereof, is unlawful and in utmost bad faith.
- ii. Mesne profits in favour of the estate of C.C.K. Baah and its beneficiaries for the commercial use and/or gains from 1983 when the 1<sup>st</sup> plaintiff alleges to have entered unto the land to the date of its last exit.

- iii. Recovery of all sums unjustly received from the Government of Ghana as compensation for the acquisition and/or use of that portion of Baah Yard property for the road construction.
- iv. Perpetual injunction restraining the plaintiffs, their agents, assigns, lessees, tenants, servants from entering and/or interfering with 1<sup>st</sup> defendant's ownership, possession and/or interest in plot 124 and/or any part including all that piece or parcel of land lying, situate and being at Awoshie, Accra and bounded on the North-East by Lessor's land measuring 150<sup>1</sup> feet more or less with a degree of 129<sup>0</sup> feet more or less, on the South-East by Lessor's land measuring 110<sup>1</sup> with a degree of 225.0 feet more or less, on the South-West by Road land measuring 160<sup>1</sup> with a degree of 296.2<sup>0</sup> feet more or less, and on the North-West by estate's land measuring 140<sup>0</sup> with the degree of 40.0 feet more or less, and containing an approximate area of 0.47 Acres or 0.19 hectare more or less.
- v. General damages and cost.

In a reply the 1<sup>st</sup> Plaintiff stated that it dealt with Charles Cantamanto Baah who was held out as the lawful representative of the children of the late C.C.K. Baah and their dealings were to the knowledge and consent of all the children of C.C.K. Baah. It states that there was a protracted litigation between the 1<sup>st</sup> Defendant and the children of the late C.C.K. Baah during which period the 1<sup>st</sup> Plaintiff was in possession of the disputed land without let or hinderance from anybody.

The court set down the issues for determination before the 2<sup>nd</sup> Plaintiff was joined to the suit and the issues set down by the court are:

- i. Whether or not Plaintiff has legitimately acquired interest in the land the subject matter in dispute.

- ii. Whether or not the recovery of possession of the land from the Plaintiff to the 1<sup>st</sup> Defendant is legitimate.
- iii. Whether or not Plaintiff is liable to refund the sum of GH¢139,390 received from Urban Roads as compensation for the acquisition of a portion of Baah Yard land to 2<sup>nd</sup> Defendant and or the administrators for the benefit of all the beneficiaries of the estate of C.C.K. Baah.
- iv. Whether or not Plaintiff's dealings and or occupation of the land prior to the recovery of possession were unlawful.
- v. Whether or not Plaintiff's acts and or conducts affecting the land were deliberate attempt to take undue advantage of the estate of C.C.K. Baah and beneficiaries as a result of the protracted litigation.
- vi. Whether or not Charles Cantamanto Baah Jnr was held out as the lawful representative of the children of the late Charles Cantamanto Baah and acted for them in that regard.
- vii. Whether or not the Defendants' counterclaim is competent.

In the case of **In RE ASHALLEY BOTWE LANDS; ADJETEY AGBOSU & ORS V. KOTEY AND ORS**<sup>1</sup> the Supreme Court held that under the provisions of the evidence Act, 1975 (NRCD 323) the burden of producing evidence in any given case was not fixed, but shifted from party to party at various stages of the trial depending on the issue(s) asserted and/denied.

Both sides to this dispute have made claims before this court and are asking for reliefs based on their respective claims. They therefore bear the burden of proving their claims based on the issues asserted. In **HYDRAFOAM ESTATES (GH) LTD V. OWUSU (PER LAWFUL ATTORNEY) OKINE & ORS**<sup>2</sup> the Supreme Court held

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<sup>1</sup> [2003-2004] SCGLR 420

<sup>2</sup> [2013-2014] SGLR 1117

that where a Defendant has put in a counter-claim, it must be proved to the satisfaction of the court because a counter-claim was an independent action.

In **YEHANS INTERNATIONAL LTD V. MARTEY TSURU FAMILY & 1 OR**<sup>3</sup> the Supreme Court held that it is settled and trite law that a person claiming title has to prove:

- i) his root of title,
- ii) mode of acquisition and
- iii) various acts of possession exercised over the disputed land.

This can be proved either by traditional evidence or by overt acts of ownership in respect of the land in dispute. A party who relies on a derivatory title must prove the title of his grantor.

PW1 who testified for the Plaintiffs tendered into evidence as exhibit "B" a statutory declaration made by Alfred Effah Wiafe who is the managing director of the 1<sup>st</sup> Plaintiff. The statutory declaration narrates how the 1<sup>st</sup> Plaintiff acquired interest in the disputed land. It is a narration by the said Alfred Effah Wiafe as to events within his personal knowledge and did not create or convey an interest in land and did not create any proprietary right in the 1<sup>st</sup> Plaintiff-(see **AGBOSU & ORS V. KOTEY & ORS**<sup>4</sup>).

Attached to the statutory declaration is a lease agreement between Charles Cantamanto Baah Jnr, Mrs Harriet Morrison and the 1<sup>st</sup> Plaintiff. The said lease is dated 18<sup>th</sup> October 2012 for a land size of 0.47 acres or 0.19 hectare. Although the lease was supposed to have been executed in October 2012, the attached site plan is

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<sup>3</sup> [2018]DLSC2488

<sup>4</sup> [2003-2005] GLR 685



dated 17<sup>th</sup> October 2013, one year after the lease was alleged to have been executed. The Plaintiffs did not offer any explanation for this. There are two inferences to this; either there was no site plan in the lease agreement at the time it was executed which means that the document was invalid (**BUILDAF LTD & ORS V. CATHOLIC CHURCH**<sup>5</sup>) or that a new site plan was prepared later to replace the one in the original lease agreement. I prefer the second inference to the first because PW1 admitted in court that their exhibit "B" is the same as the Defendants exhibit "12". However, even though the two documents are supposed to be the same, the site plans in the two documents vary and portions of the contents of the two documents also vary. Whiles paragraph 13 of exhibit "12" states that the land leased to the 1<sup>st</sup> Plaintiff was 0.33 of an acre, that of exhibit "B" states that the land leased to the 1<sup>st</sup> Plaintiff was 0.47. I choose to take exhibit "12" as the true version of the lease granted to the 1<sup>st</sup> Plaintiff because PW1 admitted during cross-examination that the font size in page two of exhibit "B" varies from that of page one. This is an indication that the original version of page two of exhibit "B" was replaced with what is presently contained in the document to gain an advantage of increased land size. Also, the site plan in exhibit "12" has the same date as the date of the execution of the document ie 18<sup>th</sup> October 2012 as opposed to the site plan in exhibit "B" which as I have already pointed out is dated about a year after the execution of the lease in exhibit "B".

The lease agreement in exhibit "B" was made between Charles Cantamanto Baah Jnr and Mrs Harriet Morrison as the lessors and personal representatives of Charles Cantamanto Baah (deceased) and the 1<sup>st</sup> Plaintiff represented by its managing director Alfred Effah Wiafe. It is the argument of the defence that in the year 2012 when the said lease was executed, Charles and Harriet Baah were not the only

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<sup>5</sup> [2017-2020] 1 SCGLR 1143 at 1164

administrators of the estate of C.C.K. Baah; there were four administrators who were to act jointly. The Plaintiffs on the other hand claim that Charles Baah acted as the lawful representative of the children of the late C.C.K. Baah and acted for them in that regard. There is however nothing in lease document to indicate that the two lessors were acting for themselves and on behalf of others.

Although the 1<sup>st</sup> Plaintiff claims to have acquired its interest in the disputed land in the year 1991, no such evidence was tendered to support that assertion. My understanding of the facts of this case is that the land the 1<sup>st</sup> Plaintiff occupied in the year 1983 is not the same land in dispute in this case. That land was affected by the road construction for which it was paid compensation. The land in dispute in this court is the land it acquired per exhibit "B". Per the Defendants exhibit "5", in the year 2012 when the Plaintiff's exhibit "B" was executed, the administrators of the estate of C.C.K. Baah were Cecilia Morkor Baah, Charles Cantamanto Baah jnr, Stella Baah and Harriet Morisson. Letters of administration with will annexed was granted to these 4 on the 26<sup>th</sup> of April, 1995 and it was not until the 13<sup>th</sup> of July 2017 that new letters of administration was granted to Harriet Morrison, Charlotte Amankwah and Cecilia Baah when Cecilia and Charles had died (exhibit "7"). The Defendants exhibit "6" shows that after letters of administration in exhibit "5" was granted, Charlotte Baah sued the administrators in exhibit "5" and two others over the estate of C.C.K. Baah. It is the case of the Defendants that because of the dispute in exhibit "6", the administrators could not perform their functions. This fact was not disputed. However, it was during the period of the litigation that the 1<sup>st</sup> Plaintiff purported to acquire the land in exhibit "B". From the evidence on record, the 1<sup>st</sup> Plaintiff knew of the litigation over the estate of C.C.K. Baah so in acquiring a portion of the estate of C.C.K. Baah, he was duty bound to ensure that he dealt with the authorised persons. He could not choose to deal with some of the administrators to the neglect of the others. There is no doubt that Administrators are trustees of the estate they manage. In **IN RE BILL (DECD); ABEKA V TETTERLEY BILL &**

**OTHERS**<sup>6</sup> the Supreme Court held that as a general rule, if there are several executors and administrators, they have a joint and entire interest in the estate of the testator or intestate which cannot be divided.

I agree with counsel for the Defendants when she makes the point that the issue is not whether Charles Baah was held out to be the lawful representative of the children of the late C.C.K. Baah. Even though the disputed land was to be inherited by the children of C.C.K. Baah, until it had been vested in them, they did not have the capacity to dispose of it. Upon the death of someone, his property vests in his personal representatives. The court is unable to agree with the 1<sup>st</sup> Plaintiff that he legitimately acquired the land measuring 0.47 of an acre per his exhibit "B". The issue of having occupied the land since 1983 does not arise because the land the 1<sup>st</sup> Plaintiff occupied in 1983 is not the bone of contention in this case. In **NKYI XI V. KUMAH (BEDU SUBST.)**<sup>7</sup> the Court of Appeal held that in an action for trespass, if it is proved that the plaintiff has no title at all to the land, and that the defendant's entry is upon permission of the true owner, the plaintiff's claim must fail.

Per the Plaintiffs exhibit "F", Harriet Morrison (Baah) and Charles Cantamanto Baah jnr who sued the 1<sup>st</sup> Defendant in this case as well as the Chief registrar of the Land Title Registry entered into terms of settlement in suit number IRL/337/09. Portions of the terms of settlement are reproduced as follows:

"The Administrators shall jointly take steps to recover possession of the area of land measuring 0.32 acres which forms part of plot 124 (hereinafter refer to as plots 124) presently occupied by Adomthar Timber Ltd for 1<sup>st</sup> defendant.

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<sup>6</sup> [2007--2008] SCGLR66

<sup>7</sup> [1959] GLR 281-286

For purposes of recovering possession of plot 124A, the Administrators may reach a compromise arrangement/agreement with Adomthar Timber Ltd where in the interest of peace minimal sum may be paid Adomthar Timber Ltd to vacate the land without any delay.

The Administrators shall in consultation with the 1<sup>st</sup> defendant agree and/or conclude with Adomthar Timber Ltd on the minimal sum which shall be paid to it to vacate the land which sum shall be funded and/or borne by 1<sup>st</sup> defendant.

Should amicable resolution of the issues with Adomthar Timber Ltd fail, the Administrators and/or 1<sup>st</sup> defendant may commence legal proceedings for purposes of recovering possession of plot 124A from Adomthar Timber Ltd.

Should the Adomthar Timber Company's issue and/or dispute be resolved before the development of the one plot of land referred to in paragraph 4 above by the plaintiffs, 1<sup>st</sup> defendant may demarcate the one plot of land from the Adomthar area of land (plot 124A) to plaintiffs.

That should plaintiffs fail to deliver vacant possession of the Plot 124 within three months after the consent judgment of the court and payment of the initial sum, 1<sup>st</sup> defendant shall use all means possible under the law including the right to issue the writ of possession and/or any of the execution process to recover possession and plaintiffs shall bear the cost of that exercise”.

Harriet Morrison who signed 1<sup>st</sup> Plaintiff's exhibit “B” also signed exhibit “F”. Although the Plaintiffs wanted the court to believe that exhibit “B” was executed on behalf of all the beneficiaries of the estate of C.C.K. Baah, exhibit “F” was signed by five of the children of C.C.K. Baah who are the beneficiaries of the disputed land. As I have previously stated, there was nothing on exhibit “B” showing that Harriet and Charles Baah executed the document on behalf of their siblings and this is confirmed

by exhibit "F". The beneficiaries would not have turned round to execute an agreement with the 1<sup>st</sup> Defendant to eject the 1<sup>st</sup> Plaintiff from the disputed land if indeed they had already consented to the grant of the land to the 1<sup>st</sup> Plaintiff. Having come to the conclusion that the 1<sup>st</sup> Plaintiff did not legitimately acquire the disputed land, the recovery of same from the 1<sup>st</sup> Plaintiff is a legitimate exercise. This conclusion also disposes off the Plaintiffs allegation of fraud against the 1<sup>st</sup> Defendant.

The 1<sup>st</sup> Plaintiff makes the case that it was compensated by the government when a portion of the land it had occupied since 1983 was affected by the road construction. It is this compensation that the Defendants want refunded to the estate of the late C.C.K. Baah because the 1<sup>st</sup> Plaintiff had no legitimate interest in the subject matter land but rather took advantage of the protracted litigation to dishonestly represent to the government that it is the grantee of the subject land earmarked for road construction.

The 1983 agreement based on which the 1<sup>st</sup> Plaintiff first entered the land was not tendered into evidence by any of the parties. This is because that was not the applicable lease to the dispute in this case. This court therefore did not have the opportunity to assess the lessors of that lease to conclude whether or not it was validly granted. That aside, the 1<sup>st</sup> Plaintiff's case is that it was compensated for the demolishing of eleven stores and the wholesale it had constructed on the land. It is not in dispute that the 1<sup>st</sup> Plaintiff had those structures on the land. Receiving compensation for destroyed structures cannot be termed an illegitimate claim. That aside, I agree with counsel for the Plaintiffs that the Defendants lack the capacity to make any claims on behalf of the estate of the late C.C.K. Baah; they not being administrators or executors of the estate of the late C.C.K. Baah.

From the totality of the evidence, the Plaintiffs claims are dismissed. Judgment is entered for the Defendants as follows:

The plaintiffs entry and dealings on plot 124 Baah Yard Accra or part including all that piece or parcel of land lying, situate and being at Awoshie Accra and bounded on the North-East by Lessor's land measuring 150<sup>1</sup> feet more or less with a degree of 129<sup>0</sup> feet more or less, on the South-East by Lessor's land measuring 110<sup>1</sup> with a degree of 225.0 feet more or less, on the South-West by Road measuring 160<sup>1</sup> with a degree of 296.2<sup>o</sup> feet more or less, on the North-West by estate's land measuring 140<sup>0</sup> with the degree of 40.0 feet more or less, and containing an approximate area of 0.47 Acres or 0.19 hectare more or less thereof is unlawful and in bad faith.

The Plaintiffs, their agents, assigns, lessees, tenants and servants are restrained from entering and/or interfering with 1<sup>st</sup> defendant's ownership, possession and/or interest in plot 124 and/or any part including all that piece or parcel of land lying, situate and being at Awoshie, Accra and bounded on the North-East by Lessor's land measuring 150<sup>1</sup> feet more or less, with a degree of 129<sup>0</sup> feet more or less, on the South-East by Lessor's land measuring 110<sup>1</sup> with a degree of 225.0 feet more or less, on the South-West by Road land measuring 160<sup>1</sup> with a degree of 296.2<sup>o</sup> feet more or less, and on the North-West by estate's land measuring 140<sup>0</sup> with the degree of 40.0 feet more or less, and containing an approximate area of 0.47 Acres or 0.19 hectare more or less.

The claim for Mesne profits and the claim for recovery of all sums unjustly received from the Government of Ghana as compensation for the acquisition and/or use of that portion of Baah Yard property for the road construction are dismissed for lack of capacity to make those claims.

For general damages I award the Defendants ten thousand Ghana cedis against the Plaintiffs.

**Ms Amponsah:** We pray for cost of one hundred and fifty thousand cedis against the 2<sup>nd</sup> Plaintiff because this unnecessary litigation was fuelled by the 2nd Plaintiff. We waive cost against the 1st Plaintiff.

**BY COURT:** Cost is assessed at thirty thousand Ghana cedis to the Defendants against the 2<sup>nd</sup> Plaintiff.

(SGD) ABENA A. OPPONG

(JUSTICE OF THE HIGH COURT)