

IN THE DISTRICT COURT HELD AT DROBO ON FRIDAY 28TH DAY OF JULY, 2023
BEFORE HER WORSHIP LINDA ENYONAM NYAHE ESQ MAGISTRATE

SUIT NO. A1/28/2018

***OPPONG DOUGLAS
OF DODOSUO***

}

PLAINTIFF

VRS

- 1. REDEMPTION ASSEMBLIES OF GOD***
- 2. NANA ADWOA FORDJOUR***
- 3. AMANKWAA FAUSTINA***
- 4. NANA BARIMA OTENG GYAASE***

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DEFENDANTS

PARTIES: PLAINTIFF PRESENT

1ST DEFENDANT-PRESENT

2ND TO 4TH DEFENDANTS-ABSENT

JUDGMENT

Plaintiff per his writ of summons claims against the Defendants jointly and severally as follows;

- “a. Declaration of title and recovery of possession of all those unregistered (8) building plots situate at Dodosuo off Dodosuo-Sebreni road bounded by the properties of; Ayiti Kofi (left) Kwadwo Gyan (left), Atta Boawunuah (Right), Kwame Panyin (Right) and the front side facing Dodosuo-Sebreni Road which was acquired on 14th February, 2002 by 1st Plaintiff from the 2nd Plaintiff which are the bona-fide property of 2nd Plaintiff.*

- a. *An Order for perpetual injunction restraining the Defendants, their agents, assigns, heirs, labourer, workmen and all those claiming through them from interfering with Plaintiff's activities on the building plots.*
- b. *Cost to cater for Plaintiffs' expenses."*

It is worthy of note to mention that this case started before my predecessor H/W Hans Kpogo. I took over as a matter of procedure by adopting proceedings in the case and continued with the case. It is also necessary to state that initially Plaintiff sued together with one other person by name Nana Mensah Ababio as 2nd Plaintiff. However, in the course of the proceedings, before parties could file their respective witness statements, the 2nd Plaintiff passed on. Upon his demise, he was not substituted. Consequently, 2nd Plaintiff's name was struck out from the suit. Thereafter, the 4th Defendant, Dodosuo Stool also applied to join the suit. The application for joinder was granted and consequently, the stool was added to the suit as 4th Defendant. The parties attempted settlement out of court but same failed. The court had no choice than to hear the matter to its logical conclusion.

CASE OF PLAINTIFF

The Plaintiff is a farmer and resides at Dodosuo. The 1st Defendant is a religious institution, the 2nd Defendant is the Queen mother of Dodosuo Traditional area, the 3rd Defendant is a beer bar operator and they all reside at Dodosuo in the Jaman South Municipality. The 4th Defendant is the Dodosuo Stool. The case of the Plaintiff as per his statement of claim is that his attention was drawn to the fact that the 1st Defendant church has commenced an action against the 2nd & 3rd Defendants herein claiming ownership of four (4) out of his eight building plots acquired from one Nana Mensah Ababio who is deceased in the suit intituled, Redemption Assemblies of God per the Catechist Atta Gyau etc vrs, Nana Fordjour and Amankwaa Faustina.

Plaintiff avers that he joined the previous suit as 3rd Defendant to protect his interest in the disputed building plots.

He stated that the disputed building plots form part of the 8 building plots he (Plaintiff) acquired on 14/02/2002 with the assistance of one Abina Joseph and caused a receipt to be issued in the name of Life Mission church for convenience only as a founding member.

Plaintiff said Life Mission Church was a prayer camp but it was not registered and same has been disbanded long ago.

Plaintiff contended that he paid ₵160,000.00 (old currency) to the then Dodosuo Unit Committee Chairman (Yaw Frimpong) the son of 2nd Defendant (Nana Adwoa Fordjour) who was then in charge of issuance of the Dodosuo Traditional Council Plots Allocation receipt. That when he was joined to the previous suit, the Krontirehene of Dodosuo Traditional area prayed the matter be settled out of court. That consensus was not reached at the first meeting at the Dodosuo palace afterward each party was asked to produce their respective receipts. Plaintiff averred that after thorough inspection of their respective receipts, it was detected that the 1st Defendant had forged the receipt that it produced and he (Plaintiff) was declared the true and lawful owner of the eight (8) building plots. Plaintiff said later Defendants condoned and connived and shared his plots among themselves without his knowledge even though none of them had title to the plots.

Plaintiff stated further that in the year 2005, he established the Dodosuo branch of the Redemption Assemblies of God (1st Defendant) herein and in 2009, he permitted 4 out of his 8 building plots to be used as his contribution towards development of the church since church services were held in classrooms and that was how 1st Defendant got unto the Plaintiff's land. Plaintiff averred that he hired a grader to clear a portion of the building plots and erected a structure on the land where they used to attend prayers. Plaintiff contended that in 2008, the 2nd Defendant hired some people to pull down the structure erected on the land for prayers and when the matter was reported to the

Dodosuo police, 2nd Defendant was found liable and was advised to leave vacant possession of the land to him.

Plaintiff said in 2010, 2nd Defendant sold the disputed building plots to one Kwaku Adamu to establish a filling station but when the matter went to the chiefs (Nananom), they asked of genuine receipts covering the plots and as a result the said Kwaku Adamu abandoned the plots.

Plaintiff said that from the establishment of the church in Dodosuo in 2005, he was the leader of the 1st Defendant church leading all the church activities until 2015 when he disassociated himself from the church. That 2nd and 3rd Defendants caused foundation to be laid on the land and when the matter went to the then District police Commander Drobo, the 2nd and 3rd Defendants were reprimanded and warned not to interfere with Plaintiff's land.

Plaintiff stated that he later relocated to Kumasi in the year 2017 and upon his return the Defendants have encroached on his building plot and a laying adverse claim to same. It is the case of Plaintiff that he has been in effective occupation of the building plots since its acquisition in 2002 and that all efforts to compel the Defendants to be fair in the out of court settlement fell on deaf ears. Plaintiff finally averred that his grantor who is deceased passed good title to him. He prayed the court to grant his reliefs.

CASE OF DEFENDANTS

The Defendants denied the claims of the Plaintiff. The Defendants' case as gathered from their Statement of Defence is that, the disputed building plots were acquired by the 1st Defendant in 2001. The Defendants added that the 2nd Defendant (sic) was not the then Chief of Dodosuo in 2002 and that he could not have sold the plots to the 2nd Plaintiff. The Defendants said that the Plaintiff's grantor was installed the Chief of Dodosuo in 2006 but he abandoned the stool after two (2) years reign. The Defendants emphasized that it was clearly established at the chief's palace that the Plaintiff's receipt in his

possession were forged documents and same could not be relied on. The 1st Defendant contended that in order to create congenial atmosphere for peace to prevail between the 1st Defendant on one side and the 2nd and 3rd Defendants on the other side, the sizes of the disputed plots were reduced in order to get additional one plot from existing four plots for the 2nd Defendant and such was exactly the case. The 1st Defendant stated that Redemption Assemblies of God Dodosuo Branch was established in the year 2000 by one Yaw Barimah a.k. a. "In Jesus name". The 1st Defendant added that the said Yaw Barimah in the Company of one Kofi Paul a.k.a Hokey (DW1) were led by one Kwadwo Ofori went to Nananom of Dodosuo to acquire the disputed building plots in 2001 after establishment of the church. The 1st Defendant stated that the land was graded by the contractor who was then constructing the Dodosuo -Kwamesekrom road. The 1st Defendant stated that the structure on the plot was built by one Pastor Kwasi Yeboah the then leader of the 1st Defendant for prayers to be held there. The 2nd Defendant stated that she never caused any destruction on the disputed area but it was her late brother Kwame Mensah K. who threatened Kwadwo Ofori who led 1st Defendant to acquire the disputed plots that the area is meant for the building of a befitting chief's palace and for that he will not allow a church to be built there. The 2nd Defendant adds that the matter never went to the police station and the said Kwame Mensah K. never made any follow-up on the matter again until his demise about four (4) years ago. The Defendants stated that the disputed building plots are situate on the said Kwaku Adamu's family lands. The Defendants added that when the 1st Defendant acquired the disputed building plots, the said Kwaku Adamu raised alarm and threatened to repossess the plots from the 1st Defendant because the plots form part of their family land but when his attention was drawn to the fact that the 1st Defendant is a religious organization, he dropped the whole idea of repossessing the plots and has since then never raised any issue. The Defendants emphasized that the Plaintiff was a member of the church but he has never headed the church since its establishment in 2001. It is the case of the 1st Defendant that it was the 2nd Defendant who then reported the 1st Defendant to Dodosuo Police for obstructing her

work on the disputed plots. The officer in charge of the Dodosuo police station then assembled them before the then District Police Commander and after the Police Commander had gone through their documents covering the plots including the site plan and was satisfied with their documents, he advised the 2nd Defendant to either go to the court to seek redress or see Nananom of Dodosuo since the land was acquired from them. The 1st Defendant said that because the Plaintiff was a member of the church and is familiar with most of the activities of the church, he attributed any action that was taken by the 1st Defendant to himself. It is the case of the Defendants that the Plaintiff is not entitled to the reliefs sought.

Wherefore the Defendants also counterclaimed as follows;

- “ a. *Declaration of title and recovery of possession of all those unregistered FOUR (4) building plots situated at Dodosuo off Dodosuo-Sebreni road bounded by the properties of Kofi KT, Op. Kwaku, Kwame Tawiah, Kwame Panying and the front said facing Dodosuo to Sebreni road.*
- b. *An Order for perpetual injunction restraining the Plaintiff, their agents, assigns, theirs, labourers, workman, and all those claiming through them from interfering with Defendants activities on the disputed building plots.*
- c. *Damages for trespasses.*
- d. *Cost to cater for Defendants ‘expenses.’*”

The following issues emerged for determination,

- 1.) *Whether or not the Plaintiff is entitled to his reliefs.***
- 2.) *Whether or not the Defendants are entitled to their counterclaim.***
- 3.) *Whether or not the Plaintiff’s alleged grantor had capacity to grant the land subject matter of this suit to him.***

EVAVALUATION OF EVIDENCE IN LIGHT OF THE LAW

It is a settled rule of law that the burden of proof is on a Plaintiff to satisfy the court on a balance of probabilities in an action for declaration of title. However, where a Defendant counterclaims against the Plaintiff, then the same burden of proof lies on him and the same scale would be used in evaluating and assessing the case of the Defendants. There is therefore equal burden of proof imposed on Plaintiff and Defendants to prove their respective claims. See the case of MALM VRS LUTTERODT (1963) 1 GLR 15 C particularly part 1 of holding 1. See also SASU BANFO V SINTIM 2012 1 SCGLR 136 at 157 where the Supreme Court speaking through Rose Owusu JSC said;

“A counterclaim is a different action in which the defendant, as a counterclaimant, is the Plaintiff and the Plaintiff in the action becomes a defendant. In the instant case, where both parties were seeking declaration of title, recovery of possession and perpetual injunction in respect of the disputed piece of land, each of them bore the burden of proof and persuasion probabilities, that he was entitled to the reliefs claimed. This section 11(1) of The Evidence Act, 1975 [NRCD 323], enjoins the Defendant in its capacity as Plaintiff in the counterclaim, to introduce sufficient evidence to avoid ruling on the issue against him”.

At the trial the Plaintiff relied on his witness statement filed on 8/1/19. Plaintiff reproduced his statement of claim as his witness statement thus evidence in chief. The Plaintiff tendered a receipt as proof of payment of his eight plots of land and same admitted and marked as Exhibit A. The name on the receipt is Life Mission Church. The receipt was purportedly issued by the Dodosuo Traditional Council (4th Defendant).

Plaintiff thereafter called one witness; Abena Adoma (PW1). She testified that about 16 years ago, her late husband (Plaintiff's grantor) Nana Mensah Ababio informed her that he has sold some plots to Plaintiff herein led by one Abina Joseph. She testified that her late husband was the then “Odikro” (chief) of Dodosuo Traditional area. She said her late husband did not disclose how much the lands were sold. She said in her evidence that, Plaintiff and one Abina Joseph and others prayed on the disputed plots for many years

before she and her late husband relocated to Jinijji and that to the best of her knowledge the land belonged to the 1st Defendant (sic). Plaintiff called no further witness and brought his case to a close.

On the issues of whether or not plaintiff entitled to his relief., the law requires of the party who bears the burden of proof in land litigation to prove the root of title, mode of acquisition and various acts of possession exercised over the land. The Defendants, in both their statement of defence and evidence denied the Plaintiff's claim of ownership to the land. It is not in doubt that Plaintiff and the 1st to 3rd Defendants claim their root of title from the 4th Defendant herein, thus Dodosuo Stool. The issue at stake is that, from the evidence the Plaintiff alleges that at the time of acquiring the disputed land thus in 2002, Nana Mensah Ababio was the chief of Dodosuo However, Defendants say at the said Nana Mensah Ababio was not a chief at that time and that he was only a chief of Dodosuo in the year 2006 but later abdicated after 2 years. Dodosuo Stool, 4th Defendant whom Plaintiff even claims from disputes this as well. It follows then that the stool is denying the very grant of Plaintiff which then becomes a very weighty issue.

The Plaintiff, however cogently asserted that Nana Mensah Ababio was his grantor which the Defendants' took issue with plaintiff's alleged grantor's capacity to grant the land to Life Mission Church.

Capacity being a fundamental issue and having been raised, Plaintiff was enjoined to prove same. In the celebrated case of **MAJOLAGBE V LARBI (1959) GLR. 190** it was held that: *"Proof in law is the establishment of facts by proper legal means. Where a party makes an averment capable of proof in some positive way e.g. by producing documents, descriptions of things, reference to the facts, instances, or circumstances and his averment is denied, he does not prove it by merely going into the witness box and repeating the averment on oath, or having it repeated on oath by his witness. He proves it by producing other evidence of facts and circumstances, from which the Court can be satisfied that what he avers is true".*

Applying the above principle in *Majolagbe v Larbi* (supra) it thereupon became incumbent upon the Plaintiff to produce evidence of fact and circumstances from which the Court could be satisfied that what he says is true. Unfortunately, that was not the case in Plaintiff's case. His PW1, Abena Adoma whose husband is Plaintiff's grantor did not also help matters. Perhaps, Plaintiff's alleged grantor who was a party could have assisted the court to know the truth, if he was alive. His wife who could have also aided did not help Plaintiff's case.

For instance, the following responses were elicited from PW1 during cross-examination

"Q. Did your husband tell you that he gave the Plaintiff receipts covering the land or he made the committee people to do so?

A. No.

Q. Do you know the number of persons who share boundaries with the Plaintiff's land

A. I don't know the number of persons.

Q. You say you don't know the number of persons who share boundaries with the disputed plots so how did you come by the names of the boundary owners you gave in your witness statement.

A. It was the Plaintiff who told me but I don't know it personally.

Q. Nana Kofi Mensah a.k.a. Kofi Yeboah your late husband in what year did he became chief of Dodosuo.

A. I don't know.

Q. If you don't know then I tell you that he became the chief in 2004.

A. I don't know."

From above it became evident during cross-examination that Plaintiff's witness PW1 knew nothing about the matter personally to the extent that she told the Court under cross-examination that Plaintiff was the one who had mentioned the boundary owners to her. This suggests that her evidence-in-chief was most likely dictated to her thereby casting doubt on her credibility. At the end of Plaintiff's case, the capacity of Plaintiff's alleged grantor whom he derived title remained a mystery thus unproved.

The principle of *nemo dat quod non habet* would operate and by it an owner of land could only convey title owned by him at the material time of conveyance consequently, since there is no concrete evidence to show that Plaintiff's grantor was the chief/occupant of the Stool who could grant land in concert with the stool elders at the time of the alleged grant, the Plaintiff's purported grant is null and void. Another legal blow to Plaintiff's case is the fact that the grant was made to Life Mission Church, the name on the receipt which was not a legal personality and do not have the requisite capacity to hold land to its name. Plaintiff stated clearly that Life Mission Church was not registered. An unregistered enterprise is a non-existent entity in law. The fundamental right to own property as provided for under Article 18(1) of the 1992 constitution is a right given to persons. Persons as understood by our law may be natural or legal persons. Therefore, in order to acquire and own land, the church or prayer camp will have to obtain a legal persona which could be obtained through registration under the then **COMPANIES ACT or** trustees of the church/camp registering under the **TRUSTEES (INCORPORATION) act, 1962 (ACT 106) AS AMENDED BY TRUSTEES (INCORPORATION) (AMENDMENT) LAW, 1993 PNDC 311** . Flowing from this, the land granted in the name of the said Life Missions Church was invalid. See the case of **SALOMON VRS SALOMON AND CO. LTD (1987) AC 22.**

In any case, the receipt (Exhibit A) in itself Plaintiff tendered cannot confer ownership as well. The receipt does not even make reference to land subject matter in dispute.

The boundaries of the land were not established especially when the size of the land was being disputed. While Plaintiff says the land is eight (8) plots, Defendants say it is rather four (4) plots. No boundary neighbour was called to testify to the size being issue.

Lastly, Plaintiff couldn't lead credible and satisfactory evidence in this case to establish acts of possession on the land. The case of **BROWN V QUASHIGAH [2003-2004] 2SCGLR 930 at 951** throws more light on the issue of possession. *It was stated that; "Possession is a matter of law but it is established by physical acts. Possession is generally regarded as implying physical control; but physical control cannot mature into possession in law unless accompanied by other acts...."*.

Plaintiff said a structure was built on the land and the members of the prayer group he formed, prayed on the land. The existence of the prayer group by name Life Mission Church itself was in doubt. If truly it existed, there was nothing to show. No member of the group was called to testify.

In the instant case, the Plaintiff disastrously failed to lead evidence in proof of his claim. His case is afflicted with numerous legal plagues. The issue of lack of capacity of his alleged grantor brazenly stare at him woefully on his part, a property could not be acquired in the name of Life Mission church or prayer centre which was not registered as legal entity. Having failed to prove his case, he couldn't rely on the weaknesses in Defendants case.

Another interesting thing to note is paragraph 11 of Plaintiff's witness statement (evidence in chief) which reads as follows;

"In 2005, I established the Dodosuo Branch of the redemption Assemblies of God (1st Defendant herein) and in 2009. I permitted 4 out of my eight 8 building plots to be used as my contribution towards the development of the church. . . ."

Section 26 of the Evidence Act, 1975 [NRCD 326] provides that; " Except as otherwise provided by law, including a rule of equity, when a party has by his own statement,

act or omission, intentionally and deliberately caused or permitted another to believe a thing to be true and to act upon such belief, the truth of that thing shall be conclusively presumed against that party or his successors in interest and such relying person or his successors in interest."

If Plaintiff is to be held by his words, then granted that the land even belonged to him, it meant he willingly gave the land he claims to the 1st Defendant for good as his contribution and therefore by his conduct he is estopped from claiming the land back from the Defendants.

The Plaintiff's case having failed, I now turn to examine the Defendants evidence. Since the Defendant also counterclaimed, the same yardstick used for the Plaintiff will be used for the Defendants. This means the Defendants are equally expected to prove their counterclaim on the balance of probability by producing sufficient and persuasive evidence.

One Atta Gyau a deacon and representative of the 1st Defendant church testified for and on behalf of the church as well as the rest of the Defendants. He relied on their witness statement filed on 22/3/19. He repeated the averments in his witness statement and continued that the building plots were acquired in 2001 from the Kontirehene, (Nana Kyei Mensah a.k.a Jericho) who was then the acting chief of the Traditional Area because there was no substantive Chief of the area at the time. He averred that the Plaintiff's alleged grantor, Nana Mensah Ababio was not the then chief of Dodosuo in 2002 and that he could not have sold the plots to the Plaintiff as Plaintiff alleges. He averred the said Nana Mensah Ababio was installed the chief of Dodosuo in 2006 but he abandoned the stool after 2 years reign. Just like the Plaintiff herein he alleged the Plaintiff forged his receipts. He went on further to say that, the Redemption Assemblies of God Church, Dodosuo Branch was established in the year 2000 by one Yaw Barimah a.k.a in Jesus name. That the said Yaw Barimah in the company of one Kofi Paul a.k.a. Hockey, DW1 were led by one Kwadwo Ofori to Nananom of Dodosuo to acquire the disputed buiding plots in 2001

after the establishment of the 1st Defendant church. He averred the disputed building plot initially formed part of one Kwaku Adamu's family lands. Further, the Plaintiff was a member of the church but has never headed the church since its establishment in 2000. He said upon acquisition, one Pastor Kwasi Yeboah built a structure on the plot for prayers to be held there since there was no church building in Dodosuo for Redemption Assemblies of God. That 4th Defendant the stool joined the suit to purposely brief the Court about who acquired the land from 'Nananom'. He said the 2nd Defendant, the queen mother of Dodosuo once encroached on the church's land. The matter was sent to the police station and when the police confirmed that the 1st Defendant had documents covering the land, the police advised 2nd Defendant to see redress or see the chiefs(nananom) since they granted the land to the 1st Defendant. Subsequently, the matter was settled and the plots size was reduced making the number of plots five (5) out of which one plot was given to the 2nd Defendant. Atta Gyau also contended that because Plaintiff was a member of the church, he was familiar with most of the activities of the church that is why he attributes everything done by the 1st Defendant to himself. With this, Atta Gyau brought his testimony to a close. 4th Defendant also filed witness statement but same was withdrawn. The Defendants then called two witnesses, one Kofi Paul (DW1). He corroborated the testimony of the Defendants as a key player in the acquisition of the land from the Chief of Dodosuo and his elders. He testified that in and around the year 2000 he and one Stephen Yaw Barimah a.k.a "In Jesus Name" established the Redemption Assemblies of God Church at Dodosuo and in 2001 they approached the chief of Dodosuo and elders for a plot of land to build a church. DW1 testified that the Dodosuo Stool directed them to one late Yaw Frimpong to carve a plot of land for the church to build on. According to him, the said late Yaw Frimpong was the then secretary to the Dodosuo Plot Allocation Committee. He averred the late Yaw Frimpong allocated four (4) building plots for the church and the 1st Defendant church deposited two trips of sand on the said plots. He said the Plaintiff was then a member of the Redemption Assemblies of God church and he was aware of all that was going on. DW1 testified that

the Plaintiff has never held any official position in the 1st Defendant church since its establishment in Dodosuo and that the land subject matter in dispute belongs to the 1st Defendant Church and not the Plaintiff. The Defendants then called DW2, Mary Yeboaa a.k.a Abena Mansa. She testified that the land in dispute is her family land and that about 15 years ago she saw the 1st Defendant putting up a structure on the land. She approached the 1st Defendant's agent as to the reason the church is erecting the structure on the land without the family's consent but upon hearing that the Dodosuo Stool granted the land to 1st Defendant and because it was a church, she and her brother one Kwaku Adamu gave up the matter and allowed the 1st Defendant to continue its work. She corroborated the evidence that 1st Defendant has been in effective possession of the land. The 1st Defendant also tendered a receipt also from the Dodosuo Traditional Council and a site plan. Same were admitted into evidence as Exhibits 1 and 2 respectively. As mentioned earlier receipts, site plans, building permits etc. do not confer title. Aside that the receipt does not make reference to the land in dispute. In the opinion of the Court the receipt carried no probative value. The 1st -3rd Defendants derived their title from the 4th Defendant. 4th Defendant thus the stool does not deny granting the land to the 1st-3rd Defendants. The 4th Defendant testified that the land was originally a family land but when the area caught up with development, the stool took over and granted same to the church and the other Defendants. There was abundance of irrefutable evidence that supported the fact that the 1st Defendant church was in possession of the land. The 1st Defendant has maintained effective possession of the land and till date carries out church activities on the land.

The response below given by the Plaintiff under cross-examination points to this fact.

Q. When the land was demarcated for the 1st Defendant which family member of Adwoa Nkuma family came to say that they would not allow for the land to be used as a church land during which you were present.

A. Wofa Kwaku to whom the 2nd Defendant sold the land for a filling station in 2010. He is your martenal uncle and it was when he engaged you to weed the land that I objected at a time you were not a member of the church and wofa Kwaku did not pursue the matter again.

The response by Plaintiff above means it is the 1st Defendant church that has been on the land since. It is a settled principle of law that possession is 90% of ownership and a person in possession has a good title against the whole world except one with better title.

Interestingly, both parties alleged fraud. The law is that fraud vitiates everything nonetheless none of the parties was able to prove same and not being apparent on the face of the record, the Court is unable to make a pronouncement on same.

On the totality of the evidence, the case of the Defendants appears more probable than the Plaintiff.

On the issue of damages for trespass no evidence was led to establish damages consequently, I make no determination on same. Per the evidence, 1st -3rd Defendants are already in possession of the land. It was therefore unnecessary for them to have sought for recovery of possession. In view of this I will not make any order as to recovery of the disputed land. The Defendants shall continue to remain in possession.

In the end, judgment is hereby entered for the Defendants herein as per their counter-claim as follows;

- a. Declaration of title to all those unregistered FOUR (4) building plots situated at Dodosuo off Dodosuo-Sebreni road bounded by the properties of Kofi KT, Op. Kwaku, Kwame Tawiah, Kwame Panying and the front said facing Dodosuo to Sebreni road.**
- c. The Plaintiff, his agents, assigns, heirs, workmen, servants etc. and all other persons claiming through him are perpetually enjoined from interfering with the land of the Defendants which is the subject matter of this suit.**

- d. Cost of GH¢3,000.00 is awarded against the Plaintiff in favour of the Defendants jointly and severally to cater for the Defendant's legal expenses.

.....SGD.....

HW LINDA E. NYAHE (MRS.)

DROBO MAGISTRATE