IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE (COURT 1) HO HELD ON FRIDAY 24 MARCH 2023 BEFORE JUSTICE GEORGE BUADI, J

SUIT NO. E1/17/2010

HAYI FAMILY of Ho (Suing per their Lawful Representative A.K Amoako) } … … PLAINTIFF

Versus

1 UNILEVER GHANA LIMITED }
2 KWARITAN GHANA LIMITED } … … DEFENDANTS

JUDGMENT

1 Background

I need to state at the outset that I did not hear this suit. I was asked to deliver the judgment in the suit whose hearing began on 9 December 2013 by this court, then presided over by His Lordship Justice N.C.A. Agbevor (J) (as he then was) who completed the hearing on 19 October 2017 and scheduled to deliver the judgment for 19 February 2018, which has serially been adjourned over the period up to the close of 2018 when the trial judge was appointed to the Court of Appeal.

Delivery of the judgment, therefore, fell into hiatus. Upon application by the parties, His Lordship the Chief Justice in his letter dated 9 November 2021 authorized, and directed that I deliver not only the judgment in this suit but also judgments in three other suits that had been pending before the trial judge Agbevor J. The Registrar of the Court managed to recover the dockets from Agbevor J, which had enabled me to comply with the directives of the Chief Justice; indeed, this is the last of the said four pending judgments.

2 Parties' statements of case

The Plaintiff Hayi family of Ho are claiming to be the owners of the land in this suit. The defendants are trading companies. According to Plaintiff, 1st Defendant had since 1986 been occupying the land in dispute without paying rent and further had assigned the land to 2nd Defendant who had also been occupying the land without paying rent. It was for this reason that on 20 October 2010[1], Plaintiff, represented by A.K Amoako by a writ of summons commenced the suit against Defendants for:

a. An order for [a] declaration of title to all that parcel of land situated and lying at Ho-Bankoe and particularly described in para 4 of the statement of claim.
b. [An] order for recovery of possession.
c. Payment of economic rent from 1986 to date.
d. Cost includes solicitor's fees.

The case of the Plaintiff Hayi family is that:

> [T]hey are the owners of a parcel of land … at Ho-Bankoe covering an area of 1,700 square feet, bounded on the North by property belonging to the Akorli Family measuring 12 feet more or less on the South by a property belonging to the Lessor 100 feet more or less and on the West by property belonging to the Lessor measuring 100 feet more or less.

[1] That is close to thirteen (13) years ago.

According to the Plaintiffs, in 1961 the family leased the subject matter land to the United Africa Company of Ghana (UAC) for a term of 25 years, which expired in 1985. UAC folded up its operations and assigned the property to the 1st Defendant who assigned it to the 2nd Defendant who has since failed to regularize the lease and to pay rent. Plaintiff avers that 1st Defendant has no authority to lease or assign the land in dispute to 2nd Defendant, as the lease agreement with UAC expired in 1986 and that having not been renewed, 1st Defendant did not have any interest in the subject matter to assign to 2nd Defendant who has since 1986 been occupying the land without Plaintiff's consent, indeed without paying rent.

1st Defendant did not contest the suit, therefore, any reference to Defendants in this judgment, unless specified, I have in mind 2nd Defendant, who contends that:

> Save to say that 1st defendant has assigned a piece of land to 2nd defendant, the 2nd defendant says that per the recitals to the Deed prepared for the 2nd defendant, the plaintiffs have at no point ever been owners [of] the particular land assigned to the defendants.[2] (Emphasis added).

Defendant denies Plaintiff's claims; in fact, counterclaims as follows:

a Declaration to all that parcel of land lying at Ho and **known as ER 205** bounded on the North by land measuring 78 feet more or less on the Southwest land measuring 77 feet more or less on the Northeast by road measuring 100 feet more or less on the Northwest by land

[2] See para. 8 of the statement of defense, filed curiously on 26 May 2011, over a year and a half after plaintiff's filing of the writ.

measuring 100 feet comprising an approximate area of 0.18 of an acre.

b Declaration to all that parcel of land lying at Ho and **known as ER 208** bounded on the North by River Adidri measuring 110 feet more or less on the southeast by land measuring 91 feet more or less on the East by land measuring 134 feet more or less on the South East by land measuring 156 feet more or less on the South East by land measuring 156 feet more or less comprising an approximate area of 0.33 of an acre.

[c] Costs including [the] legal cost of this suit.

[d] Any further order(s) as this honourable court deems fit.

In reply, Plaintiff joined issues with Defendant on their statement of defence and counterclaim and contends that **the parcel of land in the counterclaim is the frontage of Plaintiff's family land that was released to UAC for use as a cocoa shed**. This piece of land does not appear to be the subject matter of Plaintiff's claim, as according to Plaintiff, that piece of land was a customary grant to UAC at no cost. Plaintiff contends that apart from the grant, UAC requested land from Plaintiff for the expansion of their business; the family obliged and that the grant of land by Plaintiff's family to UAC is borne by the 22 May 1961 Lease Agreement. Plaintiffs contend that they have been in control of the parcel of land for over 50 years until Defendant started laying adverse claims.

Plaintiffs contend that the purported assignment between 1st and 2nd Defendants over the land is fraudulent since there is nothing in the recital that shows that 1st Defendant or its predecessors have had anything to do with the said land. Besides, according to Plaintiff, the piece of land is not a state land to warrant the Lands

Commission to purport to grant its consent to 1st Defendant's assignment to Defendant. Plaintiff contends that apart from the family's customary grant to UAC, it had never sold the subject matter piece of land to UAC.

3 Issues settled for trial

The court settled the following issues for trial at the close of the pleadings:

1 Whether or not the plaintiffs have ever been owners of the disputed piece of land.
2 Whether or not if the plaintiffs were ever the owners of the disputed piece of land, they ever granted same to UAC and if so what was the nature of the grant or assignment
3 Whether or not the plaintiffs have been in occupation of the disputed piece of land for over fifty (50) years.
4 Whether or not the disputed piece of land is government/statutory land.
5 Whether or not the UAC had capacity to transfer the disputed piece of land to the 1st defendant and if so whether or not the 1st defendant has capacity to transfer same to the 2nd defendant.
6 Whether or not the land described by the plaintiffs is the same as that assigned to the 1st defendant and 2nd defendant respectively.
7 Whether or not the plaintiffs disclose a reasonable cause of action.

I have looked at the issues set down for trial and the evidence that was adduced at the trial. My view is that the core issue that directs and controls the determination of other issues is "whether … the plaintiffs have ever been owners of the disputed piece of land"; indeed, "whether … the land described by the

Plaintiffs is the same as that [UAC] assigned to 1st Defendant and 2nd Defendant respectively".

4 Fact findings: preliminary and primary; the evidence, and the law

Both parties seek for declaration of title to land. Each of the parties thus bears the burden of proof of its perceived title to the land per the Evidence Act, 1975 (NRCD 323) s.11(1), which requires a party who asserts a claim to introduce sufficient evidence to avoid an adverse ruling on his claim. A party's success depends on the strength of its case and not on the weakness of the case of the opposing party. In *Emegwara v. Nwaimo* (1953) 14 W.A.C.A 347, Verity C.J. said at page 348 that "[i]t is essential before any declaration [of title to land] is made the party seeking it should state specifically what is the nature of the right he claims and that he should prove that the terms of the grant under which he claims conferred such a right ..."

Indeed, in *Odoi v. Hammond* [1971] 1 GLR 375 CA, Azu Crabbe JA (as he then was) said at page 382 that "[f]or a … family to succeed in an action for declaration of title **it must prove its method of acquisition** conclusively, either by traditional evidence or by overt acts of ownership and unchallenged acts of alienation and sales of portions of the land in respect of the land in dispute." See also *Odametey v Clocuh* [1989-90] GLRD 1; *Banga & Ors v Djanie & Anor* [1989-90] 1 GLR 510; *Akoto II v Kavege* [1984-85] 2 GLR 365 (headnote 2); *Oppong Kofi v Fofie* [1964] GLR 174 SC. The standard of proof had been on a balance of probabilities of belief.

The court appointed the Regional Surveyor, Lands Commission, Ho to draw a composite plan that incorporates and superimposes the parties' site plans. Hearing of the suit commenced on 9 December 2013. The court adopted the Surveyor's report, marked Exhibit CE1 which was subjected to scrutiny by the lawyers. I must

say that I have had the full complement of the certified copy of the trial proceedings that was endorsed by the parties when I took over the suit in 2020. I take notice of the lawyers' closing submissions on the docket.[3]

The suit was heard per *viva voce* evidence; that is, not per witness statements. Plaintiff's case was led by its representative Augustine Kwame Amoako, supported by a sole witness Christian Kojo Amoako.[4] Defendant's case was led by Tsatsu Sabblah on a power of attorney, marked Exhibit 1. He testified to having been a tenant of Defendant on the land. Defendant called in the evidence of Paul Obeng Boateng who also testified as having stayed on the land until Defendant, claiming ownership of the land asked him to move out from the land.

Plaintiff's case is that per a customary grant, the family allowed UAC to erect a cocoa shed on the land at no cost. According to Plaintiff, lands in Ho at the material time were not sold nor leased apart from the provision of customary drinks. PW1 stated in his evidence that, concerning the area where the cocoa shed was, the plaintiff Hayi family never asked for rent in respect of that land, **as it was a gift to UAC**, and that besides the customary grant to UAC, "there was additional land given to [UAC] … but this other land was documented as a lease for 25 years from 1961 …" Plaintiff's cause of action, in my view, certainly relates to the area covered by the 1961 lease that they identify and describe in paragraph 4 of their statement of claim as stated above.[5]

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3 I must state that lawyer for 2nd Defendant on 16 Nov. 2022 filed a 15-page closing address ostensibly in replacement of an earlier 12-page submission filed on 8 Dec. 2017. Counsel for the Plaintiff stuck to and relied on the closing submission he filed on 19 Feb. 2018.

4 An elder brother of plaintiff's representative.

5 A parcel of land … at Ho-Bankoe covering an area of 1,700 square feet, bounded on the North by property belonging to the Akorli Family measuring 12 feet more or less on the South by a property belonging to the Lessor 100 feet more or less and on the West by property belonging to the Lessor measuring 100 feet more or less.

In his report Exhibit CE1, the surveyor stated that "it is the land as shown by the Site Plan [as opposed to the land shown on the ground] that is more [reliable or] authentic". The legend attached to the surveyor explains the respective boundary dimensions shown by the parties by their respective site plans or shown on the ground suggest that the dimensions shown by the Plaintiffs as theirs and marked 'red' covers largely the entire land area being claimed by Defendant. I must hasten to add that a portion of land which is not in dispute, described as belonging to the Plaintiff lies at the top north of the area in dispute. All the same, I must state here that site plans, not unlike statutory declarations affecting land are in the class of self-serving documents that do not necessarily establish title to land. Besides, as it was held in *Tackie & Anor v The State* [1964] GLR 262 (Headnote) the work of expert witnesses including surveyors does not take away the core duty of the court in assessing on its own the evidence on record and to draw its conclusions based on the applicable law. Plaintiff's case is that:

> In 1961 UAC approached my grandfather for the use of the land in dispute which was my father's blacksmith shop and a spare parts store. My family leased the land to UAC for 25 years from 1961 for £360 advance payment for ten (10) years and the balance of rent for the 15 years was not paid by UAC.

According to Defendant, the UAC returned the land Plaintiff leased for 25 years to Hayi Komla **at the expiration of the term** and this is not and cannot be the subject matter land in its counterclaim. Under cross-examination, Defendant

insists that the area marked by the surveyor to be in dispute cannot be the subject matter of Plaintiff's claim as the description and dimensions on the face of the writ being land "measuring 22ft by 22ft by 100ft by 100ft is just a small piece of land that UAC used as a buffer zone between its land and that of Hayi Komla's land ...". Surely, per the pleadings and evidence on record, the description, landmarks and boundaries on Plaintiff's writ and that of the land depicted by the surveyor as the disputed area, and second, concerning the size in particular of land claimed by Defendant counterclaimant, cannot be the same or even similar. I am inclined to agree with Defendant that, not only does the size and dimensions of land in Plaintiff's claim differ from the land size and dimension as depicted as the area in dispute but also that the land size in Defendant's counterclaim is not the same as the land dimensions on Plaintiff's writ; indeed, bigger than the size of land Plaintiff family claims in the writ of summons.

Seeking apparently to establish proof of root of title to the land in dispute, Plaintiff stated that "members of the Royal family can testify that since [we arrived] from Notsie it has been our land". This assertion points to a sort of oral tradition. What I find as support for this assertion is PW1's reference to a 2009 obituary[6]; that states that "… my brother referred to where my father worked as a blacksmith before UAC came unto the land". A further proof of title I find is the 25-year lease agreement, Exhibit "B", which curiously discloses no recital of Plaintiff's root of title to the land. I feel obliged to reiterate the decision *Odoi v. Hammond* id that "[f]or a … family to succeed in an action for declaration of title **[the family] must prove its method of acquisition** conclusively, either by traditional evidence or by

6 See Exhibit A at pages 14 and 15

overt acts of ownership … of the land in respect of the land in dispute". I am not impressed with Plaintiff's root of title to the land in dispute.

Plaintiff's claim further is that 1st Defendant did not complete the rent payment covering the lease; neither did Defendant. I find no evidence of any step or action Plaintiff took to recover rent or outstanding rent from UAC **within** the term of the 25-year lease; either by a demand notice, action for recovery, or forfeiture of the lease from UAC, 1st Defendant Unilever, or the 2nd Defendant herein. Neither do I find any evidence of action Plaintiff took to protect their ostensible rights over the land when the 25-year lease lapsed in 1986. These sorts of failures or defaults do not give credence to Plaintiff's claim of title, ownership and possession of the land in dispute. Indeed, I repeat here that there is no evidence on the record as to what Plaintiff did to protect their ostensible title and interest in the land **after** the 25-year lease lapsed in 1986.

On his part, PW1 testified that in 1988 he saw the lease agreement document between Hayi Komla and UAC (Exhibit B) and that none of the family members ever demanded any money for the land on which the cocoa shed is located. As to Plaintiff's failure in asserting its title and ownership over the land in dispute after the lapse of the lease in 1986, this is what PW1 said under cross-examination:

> Ans: Since the old man (Togbe Hayi) died no member took it upon himself to follow up on these issues that is why we are here [in court]
>
> Qn When did Togbe Hayi die?
>
> Ans **About 1974**, I cannot be precise.

Qn I am putting it to you that from 1986 [when] you claim the lease was determined you never made any claim for rent from 1st or 2nd defendants.

Ans As stated, **no one pursued this after the death of the old man**, this is why I am pursuing it here [in court]. (Emphasis added)

I have no hesitation agreeing with learned counsel for Defendant in his suggestion to the witness that, firstly, "[n]o claim was made because the land never belonged to your family", and secondly, that the land, either as described on plaintiff's writ or defendant's counterclaim has always been in the possession and control of UAC and later Unilever (1st Defendant) and currently Kwaritan (2nd Defendant) as per Exhibit 2 without any disturbance from anyone whatsoever. I am also inclined to deduce and to believe therefore that such a long period default or failure of Plaintiff in asserting its ostensible right when the lease lapsed in 1986 suggests possibly as claimed by UAC that they handed over the piece of land of the customary grant back to the family, or simply that Plaintiff had sat on their rights even if one existed and thus **estopped** from resuscitating the right or interest in the land in dispute.

The Search Report from the Lands Commission Ho, tendered and marked Exhibit C showed that:

> Site is neither Government land nor proposed Government land: …….
> It is a subject matter of **an Assignment dated 1/12/2002** from Unilever Ghana Ltd to Kwaritan Ghana Ltd. Document No. RV.46/2006 … (Emphasis added)

Defendant tendered the assignment as Exhibit 2. It is indeed an assignment from 1st Defendant to 2nd Defendant, executed in 1st December 2002 with a site plan attached, which happens to be the same site plan Defendant submitted to the surveyor for the drawing of the composite site plan, Exhibit CE1. I find that the recitals of the root of title in Exhibit 2 did not make any reference whatsoever to Plaintiff's interest in Exhibit B[7], nor one that traced its roots thereto. Rather, the interests and transactions recited on Exhibit 2 date back to 1929.

I have looked at and considered both interests in the land: the Lease Agreement Exhibit B, and the Assignment Exhibit 2. I have said it above and wish to reiterate here that Exhibit B does not disclose on its face, as required by law recitals of Plaintiff's root of title to the piece of land. Besides, I find that the boundaries in the site plan attached to Exhibit B dated 1961 also showed a tract of land as a boundary a portion of land marked as **a "site for UAC Ltd**". Indeed, the land in dispute covers and encircles the portion marked as "COCOA SHED". I find also that the schedule to Plaintiff's Exhibit B did not disclose, nor state that it includes the cocoa shed that Plaintiff claims as belonging to the Hayi Family. Besides, the Surveyor's Report Exhibit CE1 curiously does not show the portion claimed as 'Cocoa Shed'. In contrast, the recitals on the assignment (Exhibit 2) trace its root of title to a series of interests and transactions on the land registered on 29 January 1929 at the Deeds Registry (No. 157/1929) between John Walkden & Co. Ltd as the vendor and the African and Eastern Trade Corporation Limited as the purchaser, and that the recitals or trace of the root of title do not make any reference whatsoever to Plaintiff's interest in the land or Exhibit B.

7 A lease agreement of the piece of land to 1st Defendant.

Learned counsel for Plaintiff raised a barrage of queries in his written submission that impugn the Assignment (Exhibit 2) that bears the name of Defendant as the owner of the land upon transfer or assignment from Unilever. According to counsel, being "[f]irst [r]egistration" the assignment needed to have disclosed the root of title, and further that there was no site plan attached. Respectfully, this assertion is incorrect, as there is a site plan attached to the Assignment (Exhibit 2). Indeed, I have earlier made a finding of fact that the site plan happens to be the same site plan that Defendant submitted to the surveyor for the drawing of the composite plan attached to the Surveyor's Report - Exhibit CE1. Besides, with much respect to learned counsel, Exhibit 2 is not a first interest registration, as interests in the land, on the face of the document, date back to 1929, and the recital or preamble traced its roots that acknowledge a series of interests and transactions on the land spanning from 1929 to the assignment in 2002 from Unilever to Defendant.

Learned counsel for Plaintiff argued further on the principle of *nemo dat quod non habet*, contending that Unilever had no interest in the piece of land for a legitimate transfer or assignment to Defendant. Respectfully, once again, I need to remind learned counsel that paragraphs 5, 6, and 7 in particular of Plaintiff's statement of claim state clearly that UAC had interests in land in the area: firstly, per Plaintiff's own assertion of a customary grant of land at no cost to UAC; secondly, UAC's cocoa shed in the area that Plaintiff acknowledges. Thirdly, and most respectfully, learned counsel, needs no reminder that Plaintiff's statement of claim at paragraph 7 states that "… UAC folded up, its asset was taken over by the 1st Defendant [Unilever]". The evidence on record, therefore, bears testimony of UAC's interests in land in the area that could be a subject of transfer or assignment, contrary to claims of learned counsel for the Plaintiff.

Beyond all these, Exhibit 2 is a documentary proof of a transfer of an interest in land that traces its root to a **1929** deed registered at the Deeds Registry that indicates a presumptively good title to land as expressly provided in the then operative statute Land Title Registration Act, 1986 (PNDCL152) s. 23(5), whose provisions had been repeated in the current Lands Act, 2020 (Act 1036) s. 64. I find no better title; neither do I find satisfactory evidence that established that John Walkden & Co. Ltd, the first registrant had no registrable interest in the land and therefore could not have passed his interest in the land to the serial successive interest holders on Exhibit 2 ultimately to UAC and Defendant. Besides, I find no satisfactory evidence of fraud or a better title to the land in dispute that could compel me to invalidate the assignment to Defendant.

Possession is a good proof of title to land, particularly where there is no evidence of a better or superior title that is steeply grounded on oral tradition, or better still, documentary proof of title to the land. I find that Defendant's lawful attorney Tsatsu Sabblah (son of Henry Sabblah) has since the 1980s been occupying the cocoa shed including the land in dispute. I find it improbable that where the cocoa shed was, had ever been Plaintiff's family property on the face of Plaintiff's admission, firstly that, "U.A.C. built … one [cocoa] shed, and secondly, that "we have no document" on the land on which the cocoa shed is located as belonging to Plaintiff.

Per his evidence under cross-examination, I find Plaintiff's representative evasive on questions on Plaintiff's claim of possession of the land as described in their writ and also as per Defendant's counterclaim. I find that it was not stated in the schedule to Exhibit B nor the accompanying site plan that the portion occupied by

the cocoa shed as belonging to the Plaintiffs. Indeed, Plaintiff has not made claims to that piece of land, which per the evidence on record I find as having been occupied by Defendant per its then employee Henry Sabblah who stayed on the land until 1986 even during the tenure of the 1961 lease, as well as his son Tsatsu Sabblah, and DW1 whose claims to have stayed on the piece of land as a tenant of Defendant were unassailed under cross-examination.

I find Plaintiff's representative untruthful when claims no knowledge that Tsatsu Sabblah is presently in occupation of the land, indeed, when he denied having had any dealings with Tsatsu Sabblah only to bulge and admitted under cross-examination that he accompanied a court bailiff not only to serve Tsatsu Sabblah the writ but also to cause his arrest in respect of the land in dispute for demolishing a structure on the land.

Beyond all these, I find on the record that Plaintiff made some crucial admissions under cross-examination, including an admission that the family has no document to establish proof in respect of the land that Defendant claims in the counterclaim; that the boundaries described in the writ are not the land that Defendant is claiming in its counterclaim, and further admission that plaintiff's family did not give the land in dispute which Defendant is claiming. I find no evidence on the record that suggests that the subject matter of Defendant's counterclaim has ever been owned by Plaintiff's ancestors or family members. I reiterate here that the schedule to Plaintiff's Exhibit "B" suggests that UAC owns a piece of land in the area.

Defendant's lawful attorney Tsatsu Sabblah describes the 1st and 2nd Defendants as his landlords, and that his father Henry Sabblah, a UAC store keeper lived on the

land as a cement depot wholesaler **since 1958**. According to the witness, through a public offer by 1st Defendant, Defendant tendered and won two bids and purchased the two pieces of land, which he identified and described as ER 205 and ER 208 and its boundary dimensions largely as per the pleadings. The witness added that the two pieces of land have been documented and statutorily registered with a site plan, Exhibit "2". Defendant adds that 1st Defendant Unilever acquired the land when UAC changed its name and operations to Unilever and registered the indenture on the subject matter in the name of Defendant Kwaritan Ghana Ltd on 1st December 2002 as in Exhibit 2.

Defendant's representative maintained his stand under cross-examination that the land in dispute, that is, the counterclaim cannot be the subject matter as described by Plaintiff as "measuring 22ft by 22ft by 100ft by 100ft". According to Defendant, UAC used this piece of land as a buffer zone between its land and that of Hayi Komla's land, which Plaintiff later leased to UAC for 25 years after which UAC returned the land to Hayi Komla, and this is not the subject matter land in Defendant counterclaim. As I have found earlier, I subscribe to this position of the Defendant as the most probable piece of evidence within the circumstances of the total evidence in this suit.

Testifying for Defendant as its one-time tenant, Sabblah provided evidence of rent payments on the property since his father left the place. See *Exhibit 4*. He continued to occupy the land from 1986 until 2001 when UAC or Unilever sold the place to Defendant Kwaritan Ghana Limited. Defendant traced the roots of its title to the land to a 1929 deed from John Walkden. From the evidence on record, I cannot make a finding as claimed by Plaintiff's lawyer "that from the site plan attached to Exhibit "2", [the land] is part and parcel of Hayi family land". I find however, indeed reiterate that the land in dispute as claimed by Plaintiff cannot be the

customary grant to UAC; neither can it be the land as claimed by Defendant in its counterclaim. Besides, I find it improbable Plaintiff's alleged 50-year possession of the subject matter land in either its claim or the counterclaim, as opposed to Defendant's overwhelming uncontroverted evidence of possession of the land in the counterclaim by its tenants – the Sabblahs, and Paul Obeng Boateng (DW2).

5 Conclusion

The law is settled that a plaintiff, and as in this instant suit, a counterclaimant who seeks an order of declaration of title to land puts his title to the land in issue and that he needs to establish the root of title and ownership of the land by clear positive and satisfactory evidence. *Conca Eng. Co v. Moses* [1984-86] 2 GLR 319 (Holding 4). Indeed, one of the successful proofs of title and ownership to land, especially in the absence of documentary title proofs, is proof of possession.

From the totality of evidence available, I hold that Plaintiff failed to produce the requisite satisfactory evidence to establish proof of root of title in the disputed land; neither did Plaintiff provide superior or better documentary proof over the land in dispute, nor possession thereof to succeed in the action. Plaintiff's action must fail, and that same is hereby dismissed as unproven. On the other hand, I hold that Defendant's counterclaim must succeed, and that same is hereby upheld as largely probable of belief. I grant the reliefs in the counterclaim.

Ordered accordingly.[8]

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[8] End of the 15-page judgement: *Hayi Family (Suing per their lawful representative Augustine K Amoako vrs Unilever Ltd & Kwaritan Ltd* – Suit No. E1/17/2010.

(Sgd.) George Buadi, J.

High Court (1), Ho

Lawyers:

1 Robertson Kpatsa, Esq. for Plaintiff.

2 C. Yawson, Esq. for Defendants.