**IN THE SUPERIOR COURT OF JUDICATURE, IN THE HIGH COURT OF JUSTICE, COMMERCIAL DIVISION, HELD IN ACCRA ON MONDAY THE 18TH DAY OF SEPTEMBER, 2023 BEFORE HIS LORDSHIP FRANCIS OBIRI 'J'.**

**SUIT NO. CM/OCC/0744/2016**

**1. MOHAMMED ODAYMART- PLAINTIFFS/APPELLANTS/APP.**

**2. FENROUZ ODAYMART**

**3. IPMC LIMITED**

**Vs**

**ANN BORTELEY BORQUAYE -- DEFENDANT/RESPONDENT/RESP.**

**(SUBSTITUTED BY ALLEN SOWAH)**

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**RULING**

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On 14th August 2023, the Plaintiffs/Appellants/Applicants (hereinafter called the Applicants) filed a motion before this court for an order of interlocutory injunction pending appeal and for stay of execution to restrain the Defendant/Respondent/Respondent (hereinafter called the Respondent) from taking any step towards the enforcement of the arbitration award dated 23rd May 2016. The motion is supported by affidavit and exhibits. The relevant paragraphs are reproduced below:

2. That a copy of the arbitration award is attached hereto and marked as exhibit 'A'.
3. That the Defendant sought to strike out the writ from the onset indicating that the institution of a writ to nullify the arbitration award was wrong.
4. This Honourable Court did not find favour with the stance taken by the Defendant and overruled his objection and held that a full trial be held.

5. The Defendant sought to quash the decision of this court relating to the conduct of a full trial but the Supreme Court dismissed the application for certiorari.
9. That on 25th of July 2023, this Honourable Court delivered its judgment. See a copy of the said judgment attached hereto and marked as exhibit 'AX'.
10. That being dissatisfied with the judgment, we have filed an appeal. See a copy of the Notice of Appeal attached hereto and marked as exhibit 'B'.
11. That it is clear from the judgment, that the trial judge misconstrued a declaration for a nullity for an application to set aside an award.
12. That it is clear that the trial judge misapplied the law on the time when documents can be tendered in evidence and relied on by the court as exhibits.
14. That the appeal raises serious questions of law, especially with regard to procedural steps to be taken in respect of trials and should the Defendant not be restrained from enforcing the award, the whole appeal would be rendered nugatory.

15. That the trial judge awarded cost of GH¢100,000.00 which was clearly unjustified as her claim that the Defendant had been put to great expense as a result of this suit is without any basis.

16. Rather, the Defendant own witness in his evidence to this court clearly admitted, that various sums of money had been paid to them by the Plaintiffs even during the pendency of this suit as payment on account.

17. That there was absolutely no basis for the quantum of cost awarded and we have appealed against same as well in the notice of appeal.

18. That in view of the above, we are praying that this Honourable Court grant us stay of execution of the costs awarded as well.

The Respondent resisted the application by filing affidavit in opposition with exhibits attached. The relevant paragraphs are as follows:

4. The Respondent has through his lawyers been served with the instant application filed on 14th August, 2023 for an order of interlocutory injunction pending appeal/stay of execution and is vehemently opposed to same as same is frivolous and unmeritorious.

6. By a lease agreement commencing from 30th December 1976, property No. E133/2 situate at Kojo Thompson Road, Adabraka (hereinafter referred to as the Property) was leased out by the Respondent ancestor, one Anna Korkoi Dodoo to the lessees thereto for a period of 30 years ending in 2006.

7. By virtue of successive assignments, the 1st and 2nd Applicants became the assignees of the remainder of the headlease from where the business operations of the 3rd Applicant, a limited liability company operated and continue to operate.

8. On the death of Anna Korkoi Dodoo, probate was obtained and the property was subsequently vested in the original Respondent and her siblings.

9. On the expiration of the headlease in 2006, and by extension, the assignment which the Applicants held in the property, the property reverted to the Plaintiff.

11. The Applicants insisted on paying ground rent only while the Respondent insisted on the payment of rent for the land as well as the five-storey building on the land.

14. Particularly, the parties' point of divergence related to whether ground rent or economic rent (rent for the land and the building) ought to be adopted as the reasonable rent applicable and payable by the Applicants.

15. Following the parties' submission to Arbitration and with their consent, the Property was valued by the Lands Commission and the respective quantum of

both ground rent and economic rent from the period of the expiration of the headlease was delivered to both the tribunal and the parties.

16. The Valuation Report was duly tendered and I am advised by counsel, and in their respective submissions, the parties made reference to same and encouraged the Arbitrator to make use of it.

17. At the conclusion of the arbitration, it was determined by the tribunal that the reasonable rent applicable and payable was economic rent and not ground rent. Accordingly, with the assistance of the valuation figures submitted by the Lands Commission, the tribunal assessed the rent payable by the Applicant and decreed same as the Final Arbitral Award.

18. To forestall the enforcement of the Arbitral Award by the Respondent, the Applicants commenced the instant suit by Writ of Summons for a declaration that the Arbitral Award made on 23rd May, 2016 is null and void; and injunction against the Respondent from executing any orders made pursuant to the arbitration.

19. The Applicants challenge to the Arbitral Award principally hinged on certain alleged procedural irregularities, specifically regarding the Lands Commission's Valuation report and to the effect that;

    (i) The said report was not tendered and therefore, the Plaintiffs/Applicants were not afforded the opportunity to impugn same by cross-examination.

20. It was the Defendant/Respondent's case, that the report was properly tendered and relied upon by the Arbitrator. And the Applicants were given opportunity to cross-examine the valuer but did not exploit it and that the valuation report was properly admitted notwithstanding the absence of cross-examination.

24. Assuming without admitting that the prayer to stay execution of the judgment is competent to be filed, I am further advised by counsel and verily believe same to be true that the Applicants have neither demonstrated any exceptional circumstances to warrant the grant of the Application to restrain the Respondent from taking any step towards enforcing the Arbitral Award nor have they satisfied any conditions for the grant of injunction.

25. First, beyond the fact that the Applicants' case before this Court was bereft of any merit whatsoever per the grounds outlined in paragraph 22 above, the action itself was not maintainable for want of jurisdiction as rightly found by this Honourable Court in its judgment, I am advised by counsel and verily believe the same to be true.

26. Thus, by the substance of the Applicants' case, they sought to set aside the Arbitral Award by institution of a Writ, contrary to statutory provisions requiring the filing of an application within three months from the date on which the Applicants received the award or unless the period was extended by the court, I am further advised by counsel.

27. Purporting to circumvent the provisions of the law, the Applicants disguised their action as one seeking, inter alia a declaratory relief, i.e. '**A declaration that the arbitral award made on 23rd of May, 2016 is null and void'** which relief is not materially at variance with the setting aside of an arbitral award statutory catered for, I am further advised by counsel.

29. I am advised by counsel and verily believe same to be true that the jurisdiction of the court having been improperly invoked by the Applicants' Writ, the action was fundamentally and irredeemably flawed and the instant application anchored on it is equally bound to be ill-fated. The Appeal of the Plaintiffs has no reasonable chance of success.

34. It is only the assessment based on the Valuation Report which the Applicants elected not to subject to cross-examination which has been the subject of dispute in the instant case. The refusal of the Application will therefore not visit any hardship on the Applicants who are obligated to pay rent for the Property.

When the motion came up for hearing, counsel for both parties relied on their affidavits in support and in opposition. Counsel for the Applicants abandoned the relief for the injunction and prayed the court to stay execution of the judgment of this court dated 25th July 2023 pending the determination of their appeal. They also relied on their attached exhibits. The Applicants counsel concluded his submission, that the application should be granted while the Respondent's counsel contended otherwise.

It is the law, that in cases of stay of execution pending appeal, the court is faced with two decisions.

First, the decision that a successful party should not be deprived of the fruits of his victory.

Secondly, the Applicant should be assured that if he is successful on appeal, it would not be rendered nugatory.

**See: INTEGRATED INVESTMENTS LTD v GIHOC DISTILLERIES CO. LTD [2008] 14 MLRG 91 CA**

Stay of Execution means, suspending the enforcement of a judgment or a ruling under the procedure prescribed by law. It also means, delaying or imposing fetters on a judgment creditor from obtaining a relief after a decision had been given in his favour.

**See: REPUBLIC v COURT OF APPEAL, ACCRA; EX PARTE SIDI [1987-88] 2 GLR 170 SC**

**OPPAN v FRANS AND CO. LTD [1984-86] 1 GLR 281 CA**

**OSU STOOL v UNILEVER (GHANA) LTD [2003-2005] 1 GLR 274 CA**

**REPUBLIC v CONDUAH; EX PARTE AABA (SUBSTITUTED BY) ASMAH [2013-2014] 2 SCGLR 1032**

The law has laid down the ambit or the parameters within which stay of execution pending appeal should be considered.

First, the Applicant must establish an interest to be protected, failing which his application must fail.

Secondly, the court must bridge the gap in the intervening period, between the delivery of the judgment or the ruling and the time the appeal will be heard, so that if the Applicant wins, it would not be rendered nugatory.

Thirdly, whether the applicant would be returned to the status quo if he wins on appeal.

Again, which of the parties will suffer greater hardship if the application is granted or refused. Also, whether there are exceptional or special circumstances to warrant it to be granted.

Furthermore, whether the subject matter in dispute will be destroyed if the application is granted.

Another factor is whether there are arguable questions of law to be decided on appeal, and the burden is on the applicant to demonstrate same.

**See: REPUBLIC v HIGH COURT (CRIMINAL DIVISION 9), ACCRA; EX PARTE ECOBANK GHANA LTD (ORIGIN 8 LTD & ANOTHER – INTERESTED PARTIES) [2022] 175 GMJ 1 SC**

**EBOE v EBOE [1961] 1 GLR 432**

**GHANA NATIONAL TRADING CORPORATION v BAIDEN [1987-88] 2 GLR 163 CA**

**ADDO v GRAPHIC COMMUNICATIONS GROUP LTD [2011] 30 GMJ 56 SC**

**DZOTEPE v HAHORMENE III AND OTHERS [1984-86] 1 GLR 289 CA**

**NDK FINANCIAL SERVICES LIMITED v YIADOM CONSTRUCTION & ELECTRICAL WORKS & OTHERS [2007-2008] 1 SCGLR 93**

**GOLDEN BEACH HOTELS GHANA LTD v PACK PLUS INTERNATIONAL LTD [2012] 1 SCGLR 452**

**DJOKOTO & AMISSAH v BBC INDUSTRIALS CO. (GHANA) LTD & ANOTHER [2011] 2 SCGLR 825**

It is therefore important to observe, that the practice of the courts is not to put fetters on victorious parties to prevent them from reaping the fruits of their victory in legal proceedings by granting stay of execution. However, stay of execution would be granted if arguable points of law are demonstrated by the Applicant which can be canvassed on appeal**.**

**See: ACQUAH v TAGOE [2017-2020] 2 SCGLR 73**

My duty is to find out whether there are exceptional circumstances for the grant of the application or not.

In this case, the judgment of this court dated 25th July, 2023 is predicate on an arbitral award dated 23rd May, 2016. The judgment confirmed the arbitral award dated 23rd May, 2016. It also awarded cost of GH¢100,000.00 against the Applicants. The Applicants have appealed against the decision of this court to the Court of Appeal which they attached the Notice of Appeal as exhibit B.

The Applicants have contended throughout this application that there are exceptional circumstances to warrant the grant of the application. The Respondent contends otherwise.

I have read the arbitral award dated 23rd May, 2016 as well as the judgment of this court differently constituted dated 25th July 2023.

I have observed the following; first, the arbitral award dated 23rd May, 2016 was commenced based on an order of the High Court dated 10th July, 2013. The High Court order dated 10th July, 2013 was for the arbitral tribunal to fix a reasonable rent to be paid by the Applicants to the Respondent. The case was therefore adjourned sine die pending the determination by the Arbitrator. This is found at page 10 paragraph 2 of the arbitral award.

This means, the High Court in 2013 did not even conclude the matter between the parties. If a case is adjourned sine die, it does not bring the case to its finality. It can come back before the judge just by the filing of hearing notice or notice of intention to proceed, and hearing notice after twenty-eight days if the case has been in abeyance for more than six months under Order 37 Rule 3 of C.I 47 after it was adjourned sine die.

There is no indication that the case, which was suit No. BL 154/2006 between the Respondent and the Applicants and their assigns which was adjourned sine die, has been struck out or dismissed. There is also no indication that the order made by the High Court in 2013 in respect of the subject matter in this suit adjourning suit No. BL 154/2006 sine die has been vacated or set aside by the same court or a higher court.

Again, at page 15 of the arbitral award, it is stated in paragraph 3 that the High Court in 2013 in suit No. BL 154/2006 found, that the Applicants have a legitimate claim to the option to renew the lease according to the terms of the main lease.

The High Court therefore directed an assessment of the ground rent in terms of the agreement entered into in respect of the renewal period of the lease. In suit No. BL 154/2006, the lessees were the Applicants herein. The lessor was a predecessor of the

Respondent. This order by the High Court has also not been vacated by the court itself or any higher court.

However, when the parties appeared before the arbitral tribunal, it went beyond the determination of the assessment of a reasonable rent as ordered by the High Court. The arbitral tribunal even found at page 15 of the arbitral award that there was no right of renewal on the part of the Applicants contrary to what the High Court held.

This, in my view was wrong. The High Court is a Superior Court under section 14 of the Courts Act, 1993 (Act 459) and Article 126 (a) of the 1992 Constitution. Whereas, the Arbitral tribunal is a lower court under section 39 (e) of Act 459 as amended by the Courts (Amendment) Act, 2002 (Act 620) and Article 126 (b) of the 1992 Constitution.

The law is settled that an order of a lower court is void if it is made in usurpation of an order of a Superior Court.

**See: KRAMO v AFRIYIE [1973] 1 GLR 95**

Therefore, even if the order of the High Court dated 10th July, 2013 was perceived by the Arbitral tribunal to be wrong, it had no jurisdiction to make findings to subvert it.

A court's order no matter how invalid it may seem will continue to persist until it has been set aside or vacated by the same court or a higher court. Therefore, so long as the order dated 10th July, 2013 by the High Court has still not been vacated as at now, it was wrong for the Arbitral tribunal to have made contrary findings to the said order.

**See: REPUBLIC v CONDUAH EX PARTE: AABA (SUBSTITUTED BY) ASMAH (supra)**

**REPUBLIC v HIGH COURT, ACCRA EX PARTE AFODA [2001-2002] SCGLR 768**

**REPUBLIC v NUMAPAU; EX PARTE AMEYAW II AND OTHERS [1999-2000] 1 GLR 283 SC**

It is trite law, that until a decision of a court of competent jurisdiction is set aside on appeal or other legal process, the decision remains valid.

**See**: **BEST ASSURANCE COMPANY LIMITED v ALHAJI MOHAMMED ABASS [2022] 180 GMJ 358 CA**

Therefore, it is settled law that a judgment of a court or an order such as what the High Court made in 2013 between the parties herein is presumed to be correct until it has been overturned.

**See**: **EDMUND DANSO v MOSES AGYEI [2013] 58 GMJ 71 CA**

It is the law, that a court of coordinate jurisdiction cannot even make an order to subvert a valid subsisting order by another coordinate Court.

**See: WILSON KOFI KUTSOKEY v E. SOWA NARTEY AND OTHERS [2006] 9 MLRG 90 CA**

The exception to the above principle is where the decision is void or a nullity. However, in that case, it can only be set aside by a court of coordinate jurisdiction or a Higher Court or a Superior Court under our laws but not a lower court like an arbitral tribunal.

**See**: **REPUBLIC v HIGH COURT, KUMASI EX PARTE ASARE-ADJEI (ANIN-MENSAH-INTERESTED PARTY) [2007-2008] 2 SCGLR 914**

This however was not the situation in this case when the matter was before the arbitral tribunal which is a lower Court.

It also appears to me, that this court differently constituted rested its decision on one leg that the Applicants' case before it in Suit No. CM/OCC/0744/2016 in respect of which

judgment was given on 25th July, 2023 should have been commenced by an application and not by a Writ.

However, it is trite learning, that setting aside a process as being erroneous is not the same as setting it aside as being a nullity. The effect of an erroneous order is that it was or will be valid until it is set aside. Therefore, an erroneous judgment or order is like a voidable order.

However, if someone is alleging that a decision is void, it means that it is deemed not to have existed at all. The procedure under the Alternative Dispute Resolution Act, 2010 (Act 795) is silent as to how to commence proceedings to set aside a void order or an order which is a nullity. It therefore does not prescribe a procedure in such situations.

The law is settled, that where a particular procedure has not been provided for a party to obtain a relief or a remedy, then the party can approach the court by way of the known process of approaching the court. And that can be by Writ of Summons.

**See**: **REPUBLIC v CENTRAL REGIONAL HOUSE OF CHIEFS AND OTHERS EX PARTE GYAN IX (ANDOH-INTERESTED PARTY) [2013-2014] 2 SCGLR 845**

It therefore appears to me, that going by the above decision in **EX PARTE GYAN IX (supra)**, the Applicants were not wrong in issuing a Writ since their reliefs do not come strictly within the ambit of setting aside an arbitral award under Act 795.

Again, where an order is void, same can be set aside anytime it is brought to the notice of the court. The court suo motu can even set it aside. And in that case, a statute provision cannot prevent it from being set aside. It may also not matter how it was brought to the notice of the court.

**See**: **NETWORK COMPUTER SYSTEM LIMITED v INTELSAT GLOBAL SALES & MARKETING LIMITED [2012] 1 SCGLR 218**

**MERCHANT BANK GHANA LIMITED v SIMILAR WAYS LIMITED [2012] 1 SCGLR 440**

**MUNJI (SUBSTITUTED BY) MUMUNI v IDDRISU & OTHERS [2013-2014] 1 SCGLR 429**

**REPUBLIC v HIGH COURT, ACCRA EX PARTE THE CHARGE D'AFFAIRES BULGARIAN EMBASSY & 3 OTHERS [2016] 100 GMJ 194 SC**

**REPUBLIC v COURT OF APPEAL & THOMFORD; EX PARTE GHANA CHARTERED INSTITUTE OF BANKERS [2011] 2 SCGLR 941**

**REPUBLIC v CIRCUIT COURT, KUMASI EX PARTE KWABENA MENSAH [2019] 132 GMJ 86**

As I have stated already, even if the High Court order dated 10th July,2013 was in conflict with the case of **IN RE MIREKU AND TETTEH (DECD) MIREKU AND OTHERS v TETTEH AND OTHERS [2011] 1 SCGLR 520**, it was not for the arbitral tribunal to hold as such. And as I have stated above, that was wrong in law.

Under Section 43 (5) of Act 795, an arbitrator shall give the parties an opportunity to cross-examine an expert appointed in the case. It does not appear in exhibit 'A' the form such opportunity was given to the Applicants herein to cross-examine the expert.

Therefore, another issue for the appellate court is whether the Applicants were given the opportunity to cross-examine on the valuation report.

From exhibit 'B', this Court differently constituted awarded cost of GH¢100,000.00 against the Applicants in the judgment dated 25th July, 2023. However, the law is that cost should not be punitive in nature.

**See**: **ACQUAH v OMAN GHANA TRUST HOLDINGS LIMITED [1984-1986] 1 GLR 157 CA**

**BANK OF WEST AFRICA LIMITED v DARKO (1970) CC 74 CA**

Again, in awarding cost, certain factors may be considered by the court;

(a) the amount of expenses, including travel expenses, reasonably incurred by that party or that party's lawyer or both in relation to the proceedings;
(b) the amount of court fees paid by that party or that party's lawyer in relation to the proceeding;
(c) the length and complexity of the proceedings among other factors.

**See: JUXON SMITH v KLM DUTCH AIRLINES [2005-2006] SCGLR 438**

**COLLINS AMPONSAH BOATENG v RETIRED MAJOR YAW AGYENIM BOATENG AND OTHERS [2022] 180 GMJ 540 CA**

The Applicants also contend, that the Respondent is being enriched unjustly in this case. This is because; the Respondent admitted in his own evidence that after the initial agreement between the Applicants and his predecessor, the Applicants pulled down a wooden structure which was on the land and built a five-storey building thereon which the Respondent is desirous of taking it without recourse to the Applicants investment in the building.

It is trite law, that unjust enrichment is against public policy. It amounts to deceit and dishonesty. Therefore, technicalities should not circumvent the power of the court to investigate it. The law is also settled, that statute of limitation, defect in endorsing a proper relief on a Writ of Summons, etc., cannot even be a bar to prevent a party from suing another person under the principle of unjust enrichment which goes against him.

**See**: **ANKRAH v OFORI [1963] 2 GLR 405**

**QUAGRAINE v ADAMS [1981] GLR 599 CA**

**MENSAH v BERKOE [1975] 2 GLR 347**

The Black's Law Dictionary, 9th Edition at page 1678 defines unjust enrichment as "**a benefit obtained from another, not intended as a gift and not legally justifiable, for which the beneficiary must make a restitution or compensation".**

Such question of unjust enrichment, as I have stated already, can even override statute of limitation. This is because; it borders on dishonesty and deceit and can only be answered in this case by evidence or through proper scrutiny of the case.

It is therefore my view, that justice, equity, fairness and good conscience which are some of the elements of rule of law will be best served if the appellate court is allowed to scrutinize the case from 2013 up to date.

Again, even the principle of res judicata is not sacrosanct. It has its own exceptions. Some of the exceptions in special cases would include constitutional questions, jurisdictional issues or questions, questions arising from alleged constitutional or statutory breaches, fraud, unjust enrichment, deceit, lack of capacity, etc. In any of these cases, the **Henderson v Henderson** rule will not prevent the innocent party, or the affected party, or the victim from bringing an action which has already been decided by a court for it to be investigated upon evidence being taken or led.

**See: ATTORNEY-GENERAL v SWEATER & SOCKS FACTORY LTD [2013-2014]2 SCGLR 946**

Again, since suit No. BL 154/2006 was not dismissed or struck out but was only adjourned sine die, then the latest suit which gave rise to the judgment on 25th July, 2023 would even create the lis alibi pendens principle. In such a situation, the latter case should have been stayed or dismissed.

**See**: **IN RE PARAMOUNT STOOL OF BAMIANKOR; EFFIAH (IV) AND ANOTHER v TAIBA (II) AND ANOTHER [2010] 25 GMJ 37 SC**

**IN RE APPLICATION BY NEW PATRIOTIC PARTY AND PEOPLES CONVENTION PARTY (APPLICANTS); TEHN-ADDY v ELECTORAL COMMISSION [1996-1997] SCGLR 216**

In my view, the following issues may be called for determination by the appellate court:

a. Whether suit No. BL 154/2006 is still pending since it was adjourned sine die.
b. Whether the arbitral tribunal which is a lower court had power to vary the specific order made by the High Court dated 10th July, 2013.
c. Whether the **Mireku case (supra)** is applicable in this case.
d. Whether the arbitral tribunal can make an order to subvert the High Court order dated 10th July, 2013.
e. Whether suit No. CM/OCC/0744/2016 properly invoked the jurisdiction of the High Court since suit No. BL 154/2006 was only adjourned sine die.
f. Whether the cost was excessive.
g. Whether the Respondent is unjustly enriched in this case etc.

As an epilogue, I wish to quote a paragraph from **Arrow of God by Chinua Achebe** at pages 182 to 183 where the author stated;

> **"Rain was good on the body only if it lasted so long and stopped clean. If it went on longer the body began to run cold. This rain did not know the boundary. It went on and on until Ezelu's fingers held on to his staff like iron claws".**

It thus appear to me in this case, that both the arbitral tribunal in its award in 2016 and the High Court differently constituted went beyond their boundaries because of the discussions above.

From the above rendition, I am of the view that there are special circumstances which support the grant of the application and same is accordingly granted. The effect is that the execution of both the arbitral award and the judgment by this Court dated 25th July, 2023 are hereby stayed pending the determination of the appeal by the Applicants.

No order as to cost.

**SGD.**

**FRANCIS OBIRI**

**(JUSTICE OF THE HIGH COURT)**

**COUNSEL**

**AUGUSTINE AMEWUGAH HOLDING BRIEF FOR FRANCES MARTEY FOR THE DEFENDANT/RESPONDENT/RESPONDENT**

**EKOW K. AMUA-SEKYI FOR THE PLAINTIFFS/APPELLANTS /APPLICANTS**

**AUTHORITIES**

1. **INTEGRATED INVESTMENTS LTD v GIHOC DISTILLERIES CO. LTD [2008] 14 MLRG 91 CA**
2. **REPUBLIC v COURT OF APPEAL, ACCRA; EX PARTE SIDI [1987-88] 2 GLR 170 SC**
3. **OPPAN v FRANS AND CO. LTD [1984-86] 1 GLR 281 CA**
4. **OSU STOOL v UNILEVER (GHANA) LTD [2003-2005] 1 GLR 274 CA**

5. **REPUBLIC v CONDUAH; EX PARTE AABA (SUBSTITUTED BY) ASMAH [2013-2014] 2 SCGLR 1032**
6. **REPUBLIC v HIGH COURT (CRIMINAL DIVISION 9) ACCRA; EX PARTE ECOBANK GHANA LTD (ORIGIN 8 LTD & ANOTHER – INTERESTED PARTIES) [2022] 175 GMJ 1 SC**
7. **EBOE v EBOE [1961] 1 GLR 432**
8. **GHANA NATIONAL TRADING CORPORATION v BAIDEN [1987-88] 2 GLR 163 CA**
9. **ADDO v GRAPHIC COMMUNICATIONS GROUP LTD [2011] 30 GMJ 56 SC**
10. **DZOTEPE v HAHORMENE III AND OTHERS [1984-86] 1 GLR 289 CA**
11. **NDK FINANCIAL SERVICES LIMITED v YIADOM CONSTRUCTION & ELECTRICAL WORKS & OTHERS [2007-2008] 1 SCGLR 93**
12. **GOLDEN BEACH HOTELS GHANA LTD v PACK PLUS INTERNATIONAL LTD [2012] 1 SCGLR 452**
13. **DJOKOTO & AMISSAH v BBC INDUSTRIALS CO. (GHANA) LTD & ANOTHER [2011] 2 SCGLR 825**
14. **ACQUAH v TAGOE [2017-2020] 2 SCGLR 73**
15. **KRAMO v AFRIYIE [1973] 1 GLR 95**
16. **REPUBLIC v HIGH COURT, ACCRA EX PARTE AFODA [2001-2002] SCGLR 768**
17. **REPUBLIC v NUMAPAU; EX PARTE AMEYAW II AND OTHERS [1999-2000] 1 GLR 283 SC**
18. **BEST ASSURANCE COMPANY LIMITED v ALHAJI MOHAMMED ABASS [2022] 180 GMJ 358 CA**
19. **EDMUND DANSO v MOSES AGYEI [2013] 58 GMJ 71 CA**
20. **WILSON KOFI KUTSOKEY v E. SOWA NARTEY AND OTHERS [2006] 9 MLRG 90 CA**

21. **REPUBLIC v HIGH COURT, KUMASI EX PARTE ASARE-ADJEI (ANIN-MENSAH-INTERESTED PARTY) [2007-2008] 2 SCGLR 914**
22. **REPUBLIC v CENTRAL REGIONAL HOUSE OF CHIEFS AND OTHERS EX PARTE GYAN IX (ANDOH-INTERESTED PARTY) [2013-2014] 2 SCGLR 845**
23. **NETWORK COMPUTER SYSTEM LIMITED v INTELSAT GLOBAL SALES & MARKETING LIMITED [2012] 1 SCGLR 218**
24. **MERCHANT BANK (GHANA) LIMITED v SIMILAR WAYS LIMITED [2012] 1 SCGLR 440**
25. **MUNJI (SUBSTITUTED BY) MUMUNI v IDDRISU & OTHERS [2013-2014] 1 SCGLR 429**
26. **REPUBLIC v HIGH COURT, ACCRA EX PARTE THE CHARGE D'AFFAIRES BULGARIAN EMBASSY & 3 OTHERS [2016] 100 GMJ 194 SC**
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29. **IN RE MIREKU AND TETTEH (DECD); MIREKU AND OTHERS v TETTEH AND OTHERS [2011] 1 SCGLR 520**
30. **ACQUAH v OMAN GHANA TRUST HOLDINGS LIMITED [1984-1986] 1 GLR 157 CA**
31. **BANK OF WEST AFRICA LIMITED v DARKO (1970) CC 74 CA**
32. **JUXON SMITH v KLM DUTCH AIRLINES [2005-2006] SCGLR 438**
33. **COLLINS AMPONSAH BOATENG v RETIRED MAJOR YAW AGYENIM BOATENG AND OTHERS [2022] 180 GMJ 540 CA**
34. **ANKRAH v OFORI [1963] 2 GLR 405**
35. **QUAGRAINE v ADAMS [1981] GLR 599 CA**
36. **MENSAH v BERKOE [1975] 2 GLR 347**

37. **ATTORNEY-GENERAL v SWEATER & SOCKS FACTORY LTD [2013-2014]2 SCGLR 946**

38. **IN RE PARAMOUNT STOOL OF BAMIANKOR; EFFIAH (IV) AND ANOTHER v TAIBA (II) AND ANOTHER [2010] 25 GMJ 37 SC**

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