IN THE SUPERIOR COURT OF JUDICATURE

SUPREME COURT OF GHANA

ACCRA

CORAM: ATUGUBA, J.S.C [PRESIDING]

DR. DATE-BAH, J.S.C.

R. OWUSU, J.S.C.

ARYEETEY, J.S.C

AKOTO-BAMFO, J.S.C.

SUIT NO.
CA J4/20/2010
10th FEBRUARY, 2011

NAA LAMILEY AMOAH ..... PLAINTIFF/APPELLANT

VRS.

1. **GLORIA QUARTEY (SUBSTITUTED FOR BOTH BETTY LOKKO & ALFRED QUARTEY)**
2. **THE CHIEF REGISTRAR LAND TITLE REGISTRY, ACCRA**
3. **SENSATIONS LIMITED**

DEFENDANTS/ RESPONDENTS

J U D G M E N T

THE PRESIDENT OF THE COURT, W. A. ATUGUBA J. S. C INVITED B. T. ARYEETEY J. S. C. TO DELIVER THE JUDGMENT WHICH IS A UNANIMOUS DECISION.

ARYEETEY, J.S.C

This appeal is a straight fight between the plaintiff/appellant, Naa Lamiley Amoah, whom we refer to simply as appellant and the original 4th defendant company,

Sensations Limited, whom we refer to as respondent. A brief background to this appeal would be appropriate. Betty Lokko and her husband, the late Joseph Lokko were owners of two contiguous plots of land at Osu, Accra which were covered by two separate title deeds. Betty Lokko's title deed's registered number at the Land Registry was number 1751/1957 while the registered number of her husband's plot was 1750/1957. After the death of her husband she was appointed the administrator of his estate. In that capacity she sold her husband's plot No. 1750/1957 to Naa Lamiley Amoah, the appellant herein. This was accompanied by sale by her of her own plot No. 1751/1957 to the appellant. A receipt, exhibit B which Betty Lokko issued covered the sale of the two contiguous lands. According to the appellant, after she had bought the two plots she made a gift of one of them, that is plot number 1750/1957, Betty Lokko's late husband's plot, to her sister the late Mrs. Majorie Welbeck. She then directed her lawyer, the late Cletus Amoah, who happened to be her husband, to prepare conveyances to transfer the interest in plot number 1750/1957 to Mrs. Welbeck and plot number 1751/1957, Betty Lokko's plot, into her name. Her instructions were carried out by her lawyer. Thereafter it came to the notice of the appellant that one Dr. Ahadzi claimed ownership of plot number 1751/1957. Apparently fearing that her interest in plot number 1750/1957 would be jeopardised Mrs. Welbeck, whom the appellant described as beneficiary, asked for the purchase price of that plot to be refunded to her. With the support of her husband, Mrs. Welbeck persisted in her demand for the refund of the purchase price in respect of plot number 1750/1957 to her. Eventually Betty Lokko refunded an amount of ¢6,000,000 by cheque dated 30th December, 1993 to her. It is on record that it was Mrs. Welbeck who encashed the cheque.

Later Mrs. Betty Lokko through her agent, Alfred Quartey, the original second defendant, now deceased, sold property number 1750/1957 to the respondent company, Sensations Limited. The plaintiff was not pleased about the sale by Betty Lokko of that plot to the respondent company. She therefore, by her amended writ of summons brought a claim against the defendants jointly and severally for the following reliefs:

a) Specific performance of an agreement made on or about the 10th day of October 1991 whereby the 1st and 2nd defendants agreed to sell to the plaintiff a plot of land for ¢6,500,000 which agreement was part performed by the plaintiff paying the 1st and second defendants ¢6,500,000 full purchase price of the plot of land situate at X'tianborg, Osu - Accra against a receipt issued by 1st and 2nd defendants.
b) An order directed at the Chief Registrar, Land Title Registry, to rectify the Land Register of the said plot of land by deleting the name of the 3rd defendant and cancelling its Land Certificate and entering the name of plaintiff in the Land Register as the true and lawful owner of the said plot of land.
c) A declaration that the sale or purported sale to the 4th defendant by the 1st defendant was wrongful and or null and void; an order setting the purported sale aside or cancelling the same.
d) A declaration that the plaintiff has equitable lien on the said property and became entitled to be given possession thereof.

e) Perpetual injunction restraining 3rd defendants their agents and assigns or workers from entering the land to carry out any building operations thereon or for any purpose whatsoever.

f) Further or other orders as to this honourable court may deem fit.

The defendants in their pleading denied the plaintiff's claim and contended that even though the receipt for the payment of the two plots was issued in the name of the plaintiff it was Mrs. Welbeck who bought plot number 1750/1957. She later resiled from the contract of sale of the land in dispute and requested for a refund of the purchase price to her. The purchase price for that plot was therefore paid to her. The result was that at the time of sale of the land in dispute to the respondent company Betty Lokko was its owner and not the plaintiff.

The trial High Court dismissed the appellant's claim in its entirety and granted the respondent's counterclaim. She appealed to the Court of Appeal and filed as many as 17 Grounds of Appeal. These are substantially reflected in the five Grounds of Appeal before this court following the dismissal of her appeal by the Court of Appeal.

THE FINDINGS OF THE TRIAL COURT

The main issue of this litigation upon which all other issues could be founded is the ownership of plot No. 1750/1957 at the time of sale of that property to the respondent company. To us, therefore, the determination of that issue ought to settle the other issues which are premised on the ownership or otherwise of Betty Lokko of plot No. 1750/1957 at the time she sold the land in dispute to the

respondent company. It would mean that if the court comes to the conclusion that at the time of sale of the land in dispute Betty Lokko was the owner of that property the appellant's claim would have no legs to stand on and the respondent company's counterclaim would succeed.

The trial court made the following findings which determined the ownership of the land in dispute at the time of sale by Betty Lokko to the respondent: (a) Following the payment for the two plots nos. 1750/1957 and 1751/1957 as shown in exhibit B, the receipt which was issued by Betty Lokko, the appellant made a gift of plot No. 1750/1957 to her sister Mrs. Majorie Welbeck who thereby became the owner of that plot. (b) Later Mrs. Welbeck became disinterested in plot No. 1750/1957 because of litigation in respect of plot No. 1751/1957 which was in the name of the appellant. (c)The claim by the appellant that the refund by Betty Lokko to Mrs. Welbeck was in respect of plot No. 1751/1957 cannot be true. (d) At the time of commencement of the action the appellant had no interest in the land in dispute for which she could sue for specific performance. (e) Since there was serious discrepancy between the description of the land in exhibit B, that is, the receipt by Betty Lokko covering payment for the two plots, and the description of the land in the Statement of Claim, the claim for specific performance could not be sustained. It is obvious that since the plaintiff had no interest in the land at the time that it was purchased her claim for specific performance would have no basis.

APPEAL BEFORE THE COURT OF APPEAL

Also before the Court of Appeal the crucial issue to be looked into was the ownership of the plot No. 1750/1957 before the sale that culminated in this appeal. That is covered by Grounds 1 and 2 of the appellant's grounds of appeal before that court. They read as follows:

1) The learned trial judge erred, when after holding that it was the plaintiff who was the purchaser of the land in dispute as evidenced by exhibit B, the judge went further and held that *"the plaintiff's land was covered by conveyance with registration number 1751/1957 and that of her sister by document number 1750/1957".*
2) The learned trial judge erred in law when he treated exhibits 1 and 2, the unexecuted documents which plaintiff instructed plaintiff's husband to prepare, as if the said exhibits were executed conveyances capable of conveying any interest in land and therefore the trial judge's holding that *"Exhibits 1 & 2 also show that the plaintiff's intentions were carried out into effect by PW1 preparing one of the documents, Exhibit 2 in the name of Mrs. Welbeck which document [was] duly executed by Mrs. Lokko and I agree with learned counsel for the 3rd defendant that the gift was completed when the property was delivered to the donee"* was wrong as exhibits 1 and 2 were never executed and no piece or part of the land covered by exhibit B was ever delivered to the plaintiff or plaintiff's sister.

The Court of Appeal gave a clear response to the submissions of appellant's counsel in the appellant's Statement of Case. Reading the judgment of the Court of Appeal,

which supported the findings of the trial court, Irene Danquah, J.A. had this to say at pages 410 – 412 of the record of appeal:

> "I am in no doubt from the evidence on record that prior to the institution of the action, the plaintiff knew that her interest was in plot No. 1751/1957 and not plot No. 1750/1957. She was at all material times in the course of the transaction represented by a lawyer who happened to be her husband. On her own instruction her husband prepared the two conveyances for the signature of Betty Lokko. It is also not in doubt from the evidence that prior to the institution of the action Mrs. Welbeck had resiled from the agreement, had insisted for a refund of the purchase price for plot No. 1750/1957 and Betty Lokko had refunded by issuing a Cooperative Bank cheque for ¢6 million to her. What is worse the plaintiff admitted that the refunded sum of ¢6 million was subsequently given to her by Mrs. Welbeck and she accepted it. ... To me that brought to an end whatever interest Mrs. Welbeck had in respect of plot No. 1750/1957 including the interest of the plaintiff if any.
>
> On the issue of whether Exhibits 1 and 2 were executed or not this is what the appellant's husband testified to:
>
> 'Q. You admitted in the course of your evidence in Exhibit N that after you prepared the two conveyances you sent them to Betty Lokko to sign?
>
> A. Yes, my Lord. I did so because at that point we thought we had two plots but Mr. Quartey admitted [in] criminal trial that even at the time of sale the plot covered by 1751/1957 had already been registered in the name of Dr. Hadzi.
>
> Q. When Alfred sent the documents to his mother she signed them?

A. I said she signed part of them not all so I returned them to her to have them signed.

Q. You admit she signed the two conveyances?

A. Yes my Lord, I was under the apprehension that that they had two plots.

Q. These two conveyances, which Mrs. Lokko signed were these prepared in the names of your wife and Mrs. Welbeck?

A. Yes, my Lord.

Q. And you said the respective site plans were not signed?

A. Yes, my Lord.

Q. So you returned the signed conveyances with the unsigned site plans to Alfred Quartey?

A. Yes my Lord.

Q. So that he would have his mother sign them?

A. Yes, my Lord.'

Apart from the above evidence, I am of the view that Betty Lokko cannot be blamed for the default of the Appellant and her sister in not completing their portion in their respective conveyances. After all, what I understand an execution of a conveyance as required by the Conveyancing Decree (Act) 1973, (NRCD 175) S. 2 is the presence of the signature of the person against whom the contract is to be proven. In the instant case that person is Betty Lokko and as I observed earlier she executed her part as vendor in both

exhibits 1 and 2. I am therefore not persuaded by arguments of counsel for the appellant on the first two grounds of appeal and refuse them."

APPEAL BEFORE THE SUPREME COURT

Before this court the appellant's Grounds of Appeal are as follows:

(1) The learned justices of the Court of Appeal erred when they held that the conveyance of the land in dispute by Betty Lokko to the respondent, Sensations Limited was valid.

(2) The learned justices of the Court of Appeal erred when they held that the refund of the purchase price of the one of the two (2) plots of land bought by the appellant from Betty Lokko was made before the purported conveyance of the disputed property to the respondent by Betty Lokko.

(3) The learned justices of the Court of Appeal erred in affirming the grant of the counterclaim of the respondent by the High Court.

(4) The learned justices of the Court of Appeal erred in affirming the damages awarded against the appellant when there was no basis for the award of such damages.

(5) The judgment is against the weight of evidence on record.

Counsel for the appellant dealt with Grounds 1, 2 and 3 together. We intend to add Ground 5 to them and deal with the four at the same time. At page 6 of the Statement of the appellant's case, counsel for the appellant made the following submissions:

"My Lords, it is very humbly and respectively submitted that their Lordships in the Court of Appeal, were clearly in error. The purported transaction which took place between the original 1st defendant, Betty Lokko and Mr. Lalu Dulani in July, 1993 which purportedly resulted in Mr. Lalu Dulani asking that the interest in the land be transferred to the 3rd respondent Sensations Limited, took place at the time that the contract between the appellant and Betty Lokko in respect of the land was in force and no refund has been made as regards the encumbered plot! Therefore as at the date when Betty Lokko purported to sell the disputed plot to Mr. Lalu Dulani, she had no title in the land to convey to him. Indeed it was not surprising that no conveyance was given to Mr. Dulani. Thus the rule in *Hadley vrs. London Bank of Scotland Limited* [1865] 2 De K7 SM 63 at 70 which was cited with approval in *Amuzu v. Oklika* [1997-98] 1 GLR 89 page 115 applied directly. Betty Lokko at the date of the purported transaction with Lalu Dulani was a bare trustee of the appellant and could not convey any title in the property to any other person. Therefore Mr. Lalu Dulani could not have legally conveyed No. 1750/1957 from Betty Lokko in July, 1993.

It is submitted that on the facts of this case, the decision of this court in the case of *Amuzu v. Oklika* [1998-99] SCGLR 141 is directly applicable. As at the date in July 1993, when Mr. Lalu Dulani purported to buy the plot of land from Betty Lokko, Betty Lokko had no interest in the property which she could sell to Mr. Lalu Dulani."

As it can be seen the substance of the appellant's contention respecting Grounds 1,2 and 3 of the grounds of appeal is that Betty Lokko sold the land in dispute to the respondent at the time that there was in existence a valid contract of sale of that same land between her and the respondent company. That contention completely ignores the conclusions of the trial High Court which are affirmed by the unanimous verdict of the Court of Appeal that at the time of the sale Betty Lokko was the owner of the land in dispute with the contractual relationship between her and Mrs.

Welbeck having been brought to an end upon refund of the purchase money to her by Betty Lokko.

In the appellant's Statement of Case the judgment of the Court of Appeal, which supports the findings of the trial High Court, which formed the basis of its judgment, is under attack. What the contention of the appellant in this appeal amounts to is that the Court of Appeal was in error when it supported the findings of the High Court. First of all the Court of Appeal was obligated to consider whether the findings by the trial court, which is being assailed by the appellant in her Statement of Case, is supported by the evidence on record. It is only when the findings of the trial court are not supported by the evidence that the appellate court could interfere and substitute its own findings for that of the trial court. It is trite law that the trial court has the exclusive duty to make primary findings of fact which would constitute the means by which the final outcome of the case would be arrived at. For the trial court's judgment or verdict to be irrefutable: 1) It must be supported by evidence on record. 2) It must be based on credibility of witnesses. 3) The trial court must have had the opportunity and advantage of seeing and observing the demeanour of witnesses. 4. It must be satisfied of the truthfulness of the testimonies of witnesses on any particular matter.

In the case of Cross v. Hillman Ltd. [1969] 3 WLR 787 at 798, C.A. Lord Widgery cautioned that an appellate court *"... which sees only the transcript and does not see the witnesses, must hesitate for a very long time before reaching a conclusion different from the trial judge as to the credibility and honesty of a witness".* The appellate court can only interfere with the findings of the trial court if they are

wrong because (a) the court has taken into account matters which were irrelevant in law, (b) the court excluded matters which were critically necessary for consideration, (c) the court has come to a conclusion which no court properly instructing itself would have reached and (d) the court's findings were not proper inferences drawn from the facts. See the case of Fofie v. Zanyo [1992] 2 GLR 475. However, just as the trial court is competent to make inferences from its specific findings of fact and arrive at its conclusion, the appellate court is equally entitled to draw inferences from findings of fact by the trial court and to come to its own conclusions. See also Kofi (Oppong) v. Fofie [1964] G.L.R. 174, S.C.; Praka v. Ketewa [1964] G.L.R. 423, S.C.; Azagba v. Negov [1964] G.L.R. 450, S.C.; Asibey III v. Ayisi [1973] 1 G.L.R. 102. In Adorkor v. Gatsi [1966] G.L.R. 31 at 34, S.C., the Supreme Court summed up appellate powers as follows:

> "The law governing this is that while findings of specific facts are within the competency of the trial court alone, a finding of fact which is an inference to be drawn from specific facts found is within the competency of an appeal court no less than the trial court; in other words, an appeal court is in as good a position as the trial court to draw inferences from specific facts which the trial court may find."

In effect in the instant appeal the Court of Appeal came to the conclusion that the findings of the trial High Court stood unchallenged by the appellant. For success in the three grounds of appeal the appellant would have to demonstrate what went wrong when it in effect supported and affirmed the findings of the trial court as listed above. It is not enough for the appellant in her Statement of Case to repeat the submissions that were made before the Court of Appeal. Her counsel is obliged to demonstrate how the Court of Appeal went wrong in affirming the findings and

decision of the trial High Court. The appellant's Statement of Case must come out with a reason why the Court should have substituted another finding of fact for the crucial finding that Betty Lokko was the owner of the disputed property at the time that she sold it to the respondent company, a primary finding of fact which the Court of Appeal was in agreement with.

From the evidence on record the refund of the amount of ¢6,000,000 was only in respect of one plot. The appellant's stand is that that amount, that was admittedly received by her sister, Mrs. Majorie Welbeck, was given to her. If that were the case it would be expected that the plaintiff would be aware that that amount represented the purchase money for the plot which had been in the name of her sister, Mrs. Welbeck. It is therefore surprising that the appellant still insists that the payment of that amount, that she was supposed to have eventually received, related to the land in respect of which there was litigation. I have taken some time to look at the criminal proceedings before the Circuit Court, exhibit N which involved both the appellant as complainant and Betty Lokko who with her son, Alfred K. Quartey faced a criminal charge of Fraud. In exhibit N the appellant testified as complainant in a criminal trial before the Circuit Court On 11th August, 1995. Her testimony boarded on the identity of the land in dispute. This is at page 310 of the record of appeal. It is as follows:

> "In November, 1993, I received a letter from accused's lawyer to collect a refund on the other land in Dr. Ahadzie's name. I have the letter here – wish to tender it – no objection – marked as exh. D, dated 1.11.93. I replied through my lawyer – and wish to tender this letter – no objection Exh. E dated 6/12/93. After this letter I sent my sister Mrs. Majorie Welbeck, to

collect ¢6 million from the second accused representing the one plot registered in Dr. Ahadzie's name. A cheque dated 3.12.93 was issued for the refund of ¢6 million, remainder of ¢6.5 million is still with the 2nd accused."

In the appellant's testimony in exhibit N quoted above she links the refund of the purchase money, which Mrs. Welbeck received when she resiled from the land sale agreement with Betty Lokko, in respect of plot No. 1750/1957, to the offer of refund of the purchase price of plot No. 1751/1957 contained in Betty Lokko's solicitor's letter to her. Obviously that testimony was in line with the appellant's insistence against all odds that the ownership of plot No. 1750/1957 never reverted to Betty Lokko after she made a refund to Mrs. Welbeck. The appellant's testimony was that Betty Lokko's solicitor's letter offering refund of the purchase price related to the land in respect of which there was litigation, that is, the land with registration No. 1751/1957. According to her she sent her sister to collect that money. However, by the appellant's solicitor's letter in response she did not accept Betty Lokko's offer for refund. In fact the offer of refund of the purchase money was never accepted by the plaintiff and was eventually paid into court. At the trial court the relevant letters which have been referred to in exhibit N are exhibits C, D and E.

On 1st November, 1993, Betty Lokko's solicitor wrote to the plaintiff the following letter, exhibit C:

"OFFER TO REFUND PURCHASE MONEY

We act for Mr. Alfred Quartey who arranged for you to purchase the piece of land situate at North-East Christiansborg, Accra.

2. It is our information that since the said purchase, through no fault of our client, there had been several adverse claims. For example the Land Title

Registry had mistakenly issued land certificate in respect of the particular land to one Alhaji who had [purportedly] bought it from Osu Alata Stool. Then on W. G. Darko and also E. N. Nortey – each of [whom] claims our client has been fervently dealing with.

(3) Naturally you feel unhappy and your husband takes the view that you have been defrauded by our client and he casts insinuation and insults our client at will.

(4) In the circumstances, we have advised our client to settle the purchase money since you are not in a position to abide the outcome of those false claims; and our client has reluctantly agreed provided you will indicate your acceptance within 2 weeks of date.

(5) It is our instruction to inform you and we hereby inform you that in the event of your failure to take up the opportunity within the said 2 weeks, and have your money refunded to you in due time, our client shall be compelled to return the necessary funds and it is a firm understanding that this opportunity shall never be repeated by our client's benefactor.

(6) It is our further instruction to request and we hereby request that you take up the opportunity of refund now or you await and abide the outcome of the multiple claims as aforesaid."

By a letter dated 18th February 1994, exhibit D, the plaintiff's solicitor rejected the offer for refund of the purchase price of the land which was obviously the subject matter of litigation referred to in exhibit C, that is, plot No. 1751/1957. The response from Betty Lokko's solicitor was another letter (exhibit E) pointing out that till Betty Lokko clears a pending legal action, she would not be in the position to put the plaintiff in unencumbered possession. That makes it quite clear and unambiguous that the refund by exhibit C quoted above could only be in relation to the land about which there was litigation. Also on the whole, in the course of the trial the appellant was not candid with the court so far as the determination of the issue of the identity

of the land in respect of which the refund of the purchase price was made by Betty Lokko to Mrs. Welbeck was concerned. This is what we have at pages 156 and 157 of the record of appeal when she was cross-examined in the course of the trial:

> "Q. I put it to you that it was your late sister who asked for a refund of the purchase price of the area of the plot covered by the deed number 1750/1957?
>
> A. I disagree.
>
> Q. Your sister asked for a refund because she said she did not want to be involved in my litigation?
>
> A. I disagree. The letters inviting us to the discussions at the Land Title Registry did not mention my sister as having any interest in the land.
>
> Q. I suggest to you that Betty Lokko was entitled to sell the portion of the land covered by deed no. 1750/1957 to the 4th defendant after the refund had been made to your sister?
>
> A. I disagree because Alfred Quartey had acted on my behalf. He knew that I had bought the land. He also acted for Sensations Ltd.
>
> Q. I suggest to you that at no time did Alfred Quartey act for Sensations Ltd?
>
> A. It is true. It was at the Land Title Registry that I got to know he was trying to register the land for somebody and I confronted him at the Land Registry.
>
> Q. Alfred Quartey is dead?
>
> A. Yes.
>
> Q. When your lawyer prepared the two conveyances he also prepared respective application forms for the registration of you and your sister's titles at the Land Title Registry?
>
> A. I wouldn't know.
>
> Q. I put it to you that your lawyer and husband applied in respect of plot covered by deed No. 1950/1957 in the name of your sister Majoarie Welbeck?
>
> A. I do not know.
>
> Q. I put it to you that your husband also applied in your name for the registration of the plot covered by the deed 1751/1957?
>
> A. I do not know.

Since counsel for the appellant has not been able to demonstrate any error in the reasons by the Court of Appeal in supporting the decision of the trial court, the submissions that the judgment was against the weight of evidence cannot be sustained (See the cases of Kyiafi V. Wono. [1967] GLR 463, Benmax v. Austin Motor Co. Ltd [1955] 1 WLR 177, HL, Morris v. West Hartlejpool Steam Navigation Co. Lt. [1956] 1WLR 177, HL and Tonazzi Brunetti (1953) 14 WACA 403

Also in respect of the first three grounds of appeal the appellant's counsel argued that on the evidence Lalu Dulani, being an Indian is not permitted under the 1992 Constitution to own a freehold interest in a landed property. That means the purported conveyance of the land in dispute was void. He relies on Article 266 (1) and (2) of the Constitution in support of his contention. Article 266 (1) and (2) read:

> "266 (1) No interest in, or right over, any land in Ghana shall be created which vests in a person who is not a citizen of Ghana a freehold in any land in Ghana.
>
> 266 (2) Any agreement deed or conveyance of whatever nature which seeks, contrary to clause (1) of this article, to confer for a person who is not a citizen of Ghana any freehold interest in or right over, any land is void."

In response counsel for the respondent submitted that the appellant's contention based on Article 266 (1) and (2) of the 1992 Constitution should be dismissed in limine, firstly, because it was being raised for the first time before court. He referred to Order 25 rule 2 of the old High Court (Civil Procedure) Rules, 1954 (LN 140 A). A short answer to the appellant's contention is that Lalu Dulani who happens to be an officer of the respondent company is not a party in this appeal and has no interest in

the land in dispute. Therefore the provisions of the 1992 Constitution quoted above are not relevant to this appeal.

DAMAGES

The appellant's challenge is that the Court of Appeal erred in affirming the damages awarded by the High Court since there was no basis for it. Since it is established that the respondent company was the owner of the property in dispute, after having paid for it and completed the registration process at the Land Title Registry, the conduct of the appellant in going to the land and ordering demolition of structures on it constituted trespass. That was indeed a proper basis for the award of damages by the High Court. The fourth Ground of Appeal is also dismissed. For the reasons given in this judgment we dismiss the appeal in its entirety.

[SGD] W. A. ATUGUBA
[JUSTICE OF THE SUPREME COURT]

[SGD] DR S. K. DATE-BAH
[JUSTICE OF THE SUPREME COURT]

[SGD] R. C. OWUSU(MS.)
[JUSTICE OF THE SUPREME COURT]

[SGD] B. T. ARYEETEY
[JUSTICE OF THE SUPREME COURT]

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