IN THE SUPERIOR COURT OF JUDICATURE

IN THE SUPREME COURT

ACCRA-AD 2019

CORAM: DOTSE, JSC (PRESIDING)

YEBOAH, JSC

APPAU, JSC

PWAMANG, JSC

MARFUL-SAU, JSC

CIVIL APPEAL
NO. J4/16/2016

6TH JUNE, 2019

SUSAN BANDOH

64 PATRICE LUMUMBA ROAD

AIRPORT RESIDENTIAL AREA

ACCRA ..... PLAINTIFF/RESPONDENT/APPELLANT

VRS

1. DR. MRS. MAXWELL APEAGYEI-GYAMFI

2. ALEX GYIMAH

NEW NUNGUA

ACCRA ..... DEFENDANTS/APPELLANTS/RESPONDENTS

J U D G M E N T

MARFUL-SAU, JSC: - This is an appeal against the unanimous decision of the Court of Appeal dated the 29th January 2015, which reversed the judgment of the trial High Court dated the 2nd December 2008. In this appeal, the plaintiff/ respondent/ appellant will be known as the appellant, while the defendants/ appellants/ respondents shall be referred to as respondents. The brief facts of the

case are that appellant's mother one Dr. Evelyn Vanderpuye acquired the land in dispute in the 1970's from the Nungua Stool. After the said acquisition the mother went into possession and erected corner pillars on the land and in 1979 a lease was executed for the mother which was registered at the Land Registry as No. 1411/1992. According to Appellant they constructed a boys-quarters on the land and put caretakers on the land. The respondents however, entered the land destroyed the corner pillars, covered their reservoir and started developing the land hurriedly.

The respondents disputed the claims by appellant and contended the land in dispute did not belong to the Nungua Stool. They posited that the land in dispute had been adjudged by two judgments, by the Court of Appeal and the Supreme Court to belong to the Nii Ashong Mlitse family of Teshie, from whom the Respondents took a lease in 1997. According to the Respondents they registered their lease at the Land Title Registry and obtained their Title Certificate in 2001. The Respondents claim they went into possession after the grant, placed corner pillars, sand stones and blocks on the land ready to construct a school. It was also the case of the Respondents that the grantor of the Appellant, Nii Odai Ayiku IV, had been destooled in 1967, so he could not have granted a valid lease to the mother of Appellant. In effect the respondent claimed that the lease of the appellant was null and void.

On these facts the trial High Court entered judgment for appellant, however, on appeal to the Court of Appeal, the said judgment of the High Court was reversed. The Court of Appeal based its judgment on the decision of Banga v. Djanie {1998-99} 1 GLR 510, CA and the Supreme Court judgment in Republic v. High Court, Accra, Exparte Laryea Mensah {1998-99} SCGLR 360. The Court of Appeal in its judgment, the subject of this appeal, held that the two cases cited above had adjudged that Adjirigano lands are owned by the Nii Ashong Mlitse family, which family granted the land in dispute to the Respondents. The Court of Appeal therefore held that the Respondents had a better title to the disputed land.

The appellant being dissatisfied with the decision of the Court of Appeal has appealed to this court urging us to set aside the judgment. In his Amended Notice of Appeal, 15 (fifteen) grounds of appeal were formulated, most of which do not

comply with the rules of this court. Rule 6 (2) of the Supreme Court Rules, CI 16, provides that a Notice of Appeal shall set forth the grounds of appeal and shall state the particulars of a misdirection or an error of law, if that is alleged. An appeal is a creature of statute and for that matter this court has held in several decided cases the need for appellants to strictly comply with the law and rules regulating the appeal.

In Sandema -Nab v. Asangalia & Others (1996-97) SCGLR 302, this court delivered at page 306 as follows: -

'' Now it must be appreciated that an appeal is a creature of statute and therefore no one has an inherent right to it. Where a statute does not provide for right of appeal, no court has jurisdiction to confer that right in a dispute determined under that statute. Similarly, where a right of appeal is conferred as of right or with leave or with special leave, the right is to be exercised within the four corners of the statute and the relevant procedural regulations, as a court will not have jurisdiction to grant deviations outside the parameters of that statute.''

See: **Bosompem v. Tetteh Kwame {2011} SCGLR 397**

Nye v. Nye (1967) GLR 76

On examining the Amended Notice of Appeal, I note that twelve(12) out of the fifteen grounds, namely 1,2,3,4,5,6 7,8,9,10, 12 and 13 alleged errors of law and misdirection, but the appellant failed to particularise the said errors and misdirection, to enable this court effectively address the said grounds as required by law. The errors and misdirection cannot also be inferred sufficiently from the wording of the said grounds. Accordingly, the said twelve (12) offensive grounds of appeal will be set aside as they are non-compliant with the rules of this court.

See: **Dahebieh v. S.A. Turqui & Brothers {2001-2002} SCGLR 498**

Zabrama v. Segbedzi {1991} 2 GLR221.

The grounds of appeal that are competent and need to be addressed are grounds 11, 14 and 15. These grounds were formulated as follows: -

''11. The learned Justices of Appeal failed to avert their minds to Article 18 of the 1992 Constitution of the Republic of Ghana which failure made them to hold that the Appellant's land acquired from the Nungua Stool in the 1970's and duly registered in 1992 was void and of no effect.

14. The judgment is against the weight of evidence.

15. The costs of GHC 6,000.00 awarded against the plaintiff/ respondent/ appellant was unreasonable, excessive and without legal justification."

Now, having read the record of appeal and the respective statements of case urged on this court by the parties, I hold the view that the appeal raises only two relevant issues for determination. It is for this reason that I intend to address the omnibus ground (14) which is that the judgment is against the weight of evidence adduced at the trial. The law is now trite that both factual and legal points could be addressed under this ground, thus making it possible to deal with ground (11), which is purely a question of law under the omnibus ground. See **Owusu-Domena v. Amoah {2015-2016} 1 SCGLR 790**

The two issues are:

1. Whether appellant's lease from the Nungua Stool, executed in 1979 is void for reasons that her grantor, Nii Odai Ayiku IV was allegedly destooled in 1967.

2. Whether appellant's lease from the Nungua Stool in the circumstances of this case is affected by the judgment in the case of Banga v. Djanie.

Before, I deal with the above two issues, I will like to address a legal issue concerning the capacity of the appellant raised for the first time in the respondents' statement of case. The learned counsel for respondents argued that appellant should have disclosed the capacity in which she commenced the action, since her pleadings showed that the land in dispute was acquired by her deceased mother. According to Counsel, appellant issued the writ in her own right, though she was only a beneficiary. The argument of Counsel is that being a beneficiary the appellant could only have sued if she had Letters of Administration or Probate and same

indorsed on the writ. Counsel seemed to be arguing that the appellant had no letters of Administration or Probate, so lacked the capacity to sue as a beneficiary.

I have examined appellant's writ of summons and statement of claim and I hold the view that the issue raised on appellant's capacity is far- fetched and an afterthought. It is clear that no such indorsement as to capacity appears on the writ of summons. However, at paragraph 1 of the statement of claim, appellant pleaded as follows: -

''1. Plaintiff is the personal representative of Dr Evelyn Vanderpuye (deceased), beneficiary owner of the land the subject matter of the suit and brings this action on her own behalf and on behalf of the children of the said Dr. Evelyn Vanderpuye".

From the above pleading, appellant made it clear that she was bringing the action in her capacity as the personal representative of the deceased mother and also on her own behalf and that of the children of the deceased mother. The capacity of the Appellant was thus clear from the Statement of Claim but not on the writ of summons. Having furnished the requisite capacity in the statement of claim, the defect on the writ of summons is thus cured. **In Hydrafoam Estates Gh. Ltd. v. Owusu (per lawful Attorney) Okine and Others {2013-2014} 2 SCGLR 1117**, this court held that defects in a writ of summons could be cured by reading the writ together with the accompanying statement of claim. Indeed, under Order 82 of the High Court (Civil Procedure) Rules, 2004, CI 47 a writ is defined as including a writ of summons and a statement of claim, it is therefore right to read a writ and a statement of claim together in order to achieve the objective of the Civil Procedure Rules, CI 47 as provided under Order 1 rule 1 (2).

Counsel for the Respondents in his statement of case cited the case of **Adisa Boya v. Zenabu Mohammed (Substituted by Adama Mohammed) & Mujeeb, unreported judgment of this court in Civil Appeal No. J4/44/2017 of 31st January 2018**, and described the judgment as ''a radical proposition of alternative perspectives to some established relevant principles of law." In that case this court speaking through Gbadegbe, JSC, held that the defendants who were the children of the estate had immediate interest in the property and for that reason, they were competent to defend or even sue for declaration of title, notwithstanding the fact

that they had not obtained any letters of administration. I wish to add that the above proposition of law is only fair and equitable in view of the interest created in estate for beneficiary children, under the Intestate Succession Act, PNDC Law 111. I therefore, entirely agree with the legal proposition enunciated by Gbadegbe JSC, and hold that even in this appeal the appellant, being a beneficiary child, was a competent party, notwithstanding the fact that she had no letters of Administration. The objection raised as to appellant's lack of capacity is dismissed.

I now address the first issue as identified above, that is whether the lease granted to appellant is void in view of the alleged destoolment of her grantor, Nii Odai Ayiku IV. At the trial no evidence was adduced by the respondents to establish that Nii Odai Ayiku IV, was customarily destooled. Destooling a chief involves the performance of customary rites, which are capable of positive proof. The respondents who alleged in the trial that Nii Odai Ayiku IV was destooled, failed to lead any evidence regarding the customary rite performed to destool, Nii Odai Ayiku IV. The respondents only relied on the Executive Instrument No.18 titled ''Nungua Chieftaincy Affairs (Nii Odai Ayiku IV(Prohibition) Instrument, 1983, herein referred to as EI 18.

The lease granted to appellant's mother was tendered in evidence as Exhibit A, at the trial. The lease was duly executed in 1979 by Nii Odai Ayiku IV, with the consent and concurrence of the principal elders of the Nungua Stool. The lease was thus valid and authentic as it was executed by the persons who had the authority to sign as required by customary law. I observed at page 213 of the record of appeal that the trial Judge referred to the case of Republic v. Committee of Enquiry into Nungua Traditional Affairs, Exparte Odai IV and Others (1996-97) SCGLR 401, as having determined the issue as to who had the customary authority to alienate Nungua lands.

That case was as a result of the recommendations made by two Ministerial Committees established to determine who had authority to grant Nungua lands and also who was to act as the Nungua Mantse in the absence of the substantive Nungua Mantse. The two Coomittees after its public sittings found and recommended that with regard to the alienation of Nungua lands, the authorised persons to sign such grants were the Nungua Mantse and the Gborbu Wulumo, a

Nungua Customary priest. The Committees also recommended that in the absence of a substantive Nungua Mantse, it was the Mankralo who according to custom should act as the Nungua Mantse.

The applicants in the case sought to quash the recommendations of the two Committees in the High Court. The case eventually came to the Supreme Court on appeal from the Court of Appeal. The Supreme Court affirmed the recommendations and determined that the authorised persons to grant Nungua lands were the Nungua Mantse and the Gborbu Wulumo, with the consent and concurrence of the principal elders of the Stool. I have had a careful examination of the lease granted to the appellant's mother and I observed that even though the lease was executed by Nii Odai Ayiku IV and the principal elders, the Gborbu Wulumo's signature is not on the lease. I do not think this takes away the validity of the lease document because it was executed in 1979 and the decision by this court, that the Gborbu Wulumo should sign the lease was on 28th May 1996. The lease granted to appellant's mother in 1979 was thus valid. However, it is the case of respondents that Nii Odai Ayiku IV, who signed the lease had been destooled in 1967, consequently the lease was null and void, because Nii Odai Ayiku IV, had no capacity to grant the lease.

The Court of Appeal addressing the issue regarding the validity of Appellant's lease and whether respondents were able to prove the destoolment of Nii Odai Ayiku IV, held in the lead judgment at page 462 of the record of appeal as follows: -

'It is my respected opinion that compelling as the above reasoning on this issue appears, the fact still remains that the said Executive Instrument, EI 18, has not been revoked and therefore is still in force and applicable. This court has to take cognizance of it together with the consequences. It is clear that Nii Odai Ayiku IV was destooled as per the said Executive Instrument and therefore the purported grant by him to the respondent (appellant herein) in 1979 was a nullity and of no effect."

There is no doubt that EI 18, featured prominently in this case and can be found at several pages of the record of appeal. The EI 18 was made on the 2nd of September

1983. I think that justice will be done in this case if one considers the contents of EI 18. The following recitals are clear in the Instrument: -

(a)that it came to the notice of the Secretary responsible for Chieftaincy Matters that following charges preferred against Nii Odai Ayiku IV, Nungua Mantse by the elders of Nungua, he was accordingly destooled by the elders on 13th June 1967.

(b)that a report of the destoolment of Nii Odai Ayiku IV, was made by the Ga Traditional Council under the hand of the Ga Mantse to the Government in 1970.

(c) that it has become necessary in the interest of public order to prohibit Nii Odai Ayiku IV, from purporting to exercise the functions of Nungua Mantse.

With these recitals the Secretary responsible for Chieftaincy Matters invoked his powers under section 52 of the Chieftaincy Act, 1971 (Act 370) to issue the Instrument to prohibit Nii Odai Ayiku from purporting to exercise the functions of a Chief and accordingly no person shall treat Nii Odai Ayiku IV as a Chief.

In the case of **In Re Nungua Chieftaincy Affairs; Odai Ayiku IV v. Attorney-General (Borketey Laweh XIV- Applicant {2010} SCGLR 413,** this court was called upon to pronounce on the legal status of EI 18 of 1983. This court speaking through Rose Owusu, JSC, held as follows:

''Given the provisions of article 299 and section 34(30 of the Transitional Provisions of the 1992 Constitution, no court, not even the Supreme Court, being the highest court in Ghana, could have made any order or grant any remedy or relief relating to the plaintiff's claim, seeking a declaration that the Nungua Chieftaincy Affairs(Nii Odai Ayiku IV)(Prohibition) Instrument, 1983(EI 18), was a nullity. Consequently, the plaintiff's action brought before the High Court was not maintainable and should have been dismissed by the trial High Court court....''

This court has thus settled the issue regarding the legal effect of EI 18 in terms of its contents and objective. The said EI 18, for the first time notified the public that Nii Odai Ayiku IV was destooled in 1967. It also sought to prohibit Nii Odai Ayiku IV, from functioning as the Nungua Mantse. The EI 18, however did not invalidate the

acts done by Nii Odai Ayiku IV, between 1967 when the Instrument claimed he was destooled and 1983 when the destoolment was made public. According to EI 18, Nii Odai Ayiku IV, was destooled in 1967, however no gazette, that I am aware of, was published to notify the public and for that matter the whole world about the destoolment and to warn the public not to deal with him as a Chief. From the plain reading of EI 18, Nii Odai Ayiku IV was, prohibited from functioning as a Chief effectively from 2nd September 1983.

The question I ask then is; what happens with all the grants made by Nii Odai Ayiku IV, between 1967 and 1983 when his destoolment was made public? Will it be fair and just to invalidate such grants, such as that of appellants', which grants was validly made by Nii Odai Ayiku IV, with the consent and concurrence of the principal elders of the Stool, who according to EI 18 were the very people who had destooled Nii Odai Ayiku IV. I ask again, will it be equitable to invalidate such grants when the destoolment of Nii Odai Ayiku IV, was not made public in 1967, when the event allegedly took place. I think, in the circumstances of this case, good sense, fairness and equity should restrain any Court from invalidating such grants made by Nii Odai Ayiku IV. This Court as a court of equity in the interest of justice ought to protect the interest acquired by the appellant's mother through the 1979 lease granted by Nii Odai Ayiku IV. Clearly, appellant's mother was an innocent lessee or grantee of the Stool without notice that Nii Odai Ayiku had been destooled. It is important also to note that no elder of the Nungua Stool has taken any action to declare such grants made by Nii Odai Ayiku void, at least not the lease granted to appellant's mother.

I am of the firm opinion that the ends of justice will better be served, if the lease granted to appellant's mother is protected, as regard its validity by this court. In that regard I think the Court of Appeal erred in holding that the lease granted to appellant's mother was void, because Nii Odai Ayiku IV, who granted it had been destooled in 1967. That holding by the Court of Appeal is hereby reversed.

I now address the second issue identified, which is the effect of the judgment in the Banga v. Djanie case on the lease of appellant. The respondents by their pleading acquired the land in dispute from the Ashong Mlitse Family of Teshie, who claimed

to be the owners of Adjirigano lands per the judgment of the Court of Appeal and the Supreme Court. The Ashong Mlitse Family asserted their ownership in two cases, namely, Banga & Others v. Djanie & Another, supra, and Republic v. High Court, Accra, Exparte Laryea Mensah, supra. There is no doubt that the effect of these cases was that Adjirigano lands are owned by the Ashong Mlitse family of Teshie. What effect have these judgments on appellant's lease?

There is sufficient evidence on record that the appellant's lease was executed in 1979 and they took immediate possession of the land by fixing corner pillars, constructing a reservoir and two-rooms occupied by two caretakers. These facts are not in dispute as same was corroborated by the testimony, of Alex Gyimah the 2nd respondent. At page108 to 109 of the record of appeal, 2nd respondent testified as follows: -

'' Sometime in 1999, I noticed a problem with my land. I saw a foundation was being dug right in the middle. Our investigations led us to a house in Airport Residential Area, the house of Plaintiff…She admitted being the one who was working on the land. We told her the land belonged to us and that we had documents to prove it. She also said she had documents to prove. So we were not able to resolve the dispute. At this time, we were busily processing our building permit at Tema so we did nothing apart from corner pillars. Our building permit was subsequently granted… After receiving this permit, we moved about ten feet from where the Plaintiff had the structure and we started our foundation.''

The respondent also admitted that it was the appellant's caretaker who gave them directions to appellant house. The evidence also is that the respondents acquired the land from the Ashong Mlitse family and a lease was executed for them in 1997. The evidence is thus clear that the appellant who got her lease in 1979 went into possession before even the respondents acquired their land from the Ashong Mlitse family. The respondents were therefore aware of the presence of the appellant on the land. I observed from appellant's lease that the land was described as Nungua Newtown Extension. The evidence on record however, shows that Nungua Newtown Extension is part of Adjirigano. At page 153 of the record is the testimony of PW1, Ransford Addoquaye Adotey. He testified that the Nungua stool granted land to

appellant's mother and that the land is situated at Adjirigano or Nungua Newtown Extension. PW1's evidence thus resolved the issue whether the land granted to appellant's mother was part of the Adjirigano lands.

The respondents are contesting appellant's claim to the land by relying in particular on the judgment in the Banga v. Djanie case which declared that Adjirigano lands are owned by their grantors. The judgment was delivered on 26th April 1989 by the Court of Appeal. The judgment has not been set aside and there is no appeal pending against it. The general principle of law is that a purchaser of land is not affected by a judgment adverse to his vendors in proceedings commenced subsequent to the acquisition of his title.

In Attram v. Aryee (1965) GLR 341, SC, Ollennu, JSC delivered at page 345 thus:

''As regards the second point that the plaintiff who obtained his grant of land from Sempe stool as far back as 1952, is bound as privy in estate to the Sempe Stool, by the judgment in a suit instituted subsequent to his grant, the court drew attention of learned counsel to the law that on the point as enunciated by Romer L. J. in **Merchantile Investment & General Trust Co. v. River Plate Trust, Loan & Agency Co. (1894) Ch. 578 at 595 C.A., namely that 'A prior purchaser of land cannot be estopped as being privy in estate by a judgment against the vendor commenced after the purchase.' See also Abbey v. Ollen**u **{1954} 14 W.A.C.A. 567,** where the same principle was applied."

I am of the firm opinion that this principle will equally be applicable to a lessee whose interest in land is affected by a judgment against the lessor subsequent to the lessee's lease or grant. **In Klu v. Konadu Apreku (2009) SCGLR 741**, this principle of law was applied by the trial High Court Judge in a case very similar to this case. In that case the trial Judge applied the principle to protect a lease granted by Nii Odai Ayiku IV, in circumstances just like this case against the effect of a Circuit Court Judgment. This court recognised and endorsed this principle of law in its judgment which was delivered by Atuguba, JSC.

In the recent case of the **Registered Trustees of the Catholic Church v. Buildaf Ltd. & Others, unreported decision of this court in Civil Appeal No. J4/30/2014, of 25th June 2015,** Benin, JSC who delivered the unanimous decision of the court applied the principle of law in **Attram v. Aryee case** (supra) and held at page 11 of the judgment thus;

''There can be no dispute that this authority cited fits the facts of this case affirming the position taken already that the 1932 judgment could not erode the title of the Respondents' original predecessor-in-title and so too could the 1961 judgment not erode the Respondents' original grantor's title and for that matter the Respondents' title.''

It is clear that the judgment in the Banga v. Djanie was delivered ten years after the appellant acquired the lease in 1979. The said judgment could therefore not affect the lease of appellant adversely on the basis of the legal principle enunciated above. In view of the above principle the Court of Appeal erred when it held inter alia that the effect of the judgment in Banga v. Djanie was to nullify all grants of Adjirigano lands including that of appellant's grant, as the Nungua Stool had no interest in the Adjirigano lands. Clearly the Court of Appeal erred and that holding is hereby reversed.

Beside all the legal principles enunciated in this judgment, there is also the issue of adverse possession acquired by the appellant through her long occupation and possession of the land. The appellant acquired the land in 1979 while the evidence is that the respondents acquired their land in 1997. The appellant moved into occupation 19 years, before the respondents acquired the land. The appellant pleaded limitation in her amended Reply at page 150 to 151 as follows: -

''7. In further response Plaintiff says that even if her grantors did not have title which is vehemently denied, the Defendants are estopped from challenging her title by virtue of their long and undisturbed occupation of the land in dispute.''

Having been on the land for over 19 years before the disturbance from the respondents and the Ashong Mlitse family, the appellant was entitled to be conferred

with possessory title by reason of the provision of section 10 of the Limitation Act, 1972(NRCD 54), which provides thus: -

'' 10. Recovery of Land

(1).A person shall not bring an action to recover a land after the expiration of twelve years from the date on which the right of action accrued to the person bringing it or, if it first accrued to a person through whom the first mentioned claims to that person.

(2). A right of action to recover land does not accrue unless the land is in possession of a person in whose favour the period of limitation can run.

(3). Where a right of action to recover land has accrued, and before the right of action is barred, the land ceases to be in adverse possession, the right of action does not accrue until the land is again taken into adverse possession.

(4).For the purposes of this Act, a person is in possession of a land by reason only of having made a formal entry in the land.

(5)For the purposes of this Act, a continual or any other claim on or near a land does not preserve a right of action to recover the land.

(6). On the expiration of the period fixed by this Act for a person to bring an action to recover land, the title to that person to the land is extinguished.

(7). For the purpose of this section 'adverse possession means possession of a person in whose favour the period of limitation can run."

In Klu v. Konadu Apraku, supra, this court speaking through Atuguba JSC, delivered at page 746 as follows: -

''... The trial Judge found that it is the plaintiff who put up the outhouse on the said land. In the circumstances, assuming his title from Nii Odai Ayiku IV, the Nungua Mantse is bad, yet his adverse possession of the said land for up to and even twelve years confers on him possessory title by reason of the provisions in section 10 of the Limitation Act, 1972, (NRCD 54) ... It should be noted that such acquisition of title prevails even

against a registered proprietor of land under the Land Title Registration Act, 1986 (PNDCL 152), by virtue of section 18(1) and (2) thereof.''

In these proceedings, the evidence is that the respondents went to see the appellant in her house at the Airport Residential Area, when they got to know from the caretakers of appellant, that the land was for appellant. At that time, respondents should have been convinced of appellant possession of the land, because they met the caretakers of the appellant who were living on the land. The respondents ignored appellant's occupation and possession of the land and decided to build on the land. **In the case of Rosina Aryee v. Shell Ghana Ltd & Fraga Oil, unreported judgment of this court, in Civil Appeal No. J4/3/2015 of 22nd October 2015,** Benin, JSC, dealing with issues of possession delivered as follows: -

'' Notice does not mean only notice of registration of the title but also notice of possession by the first purchaser, grantee or lessee or their agent as the case may be. That is why an intending purchaser must make reasonable enquiries in respect of the property he seeks to acquire. This involves legal searches at the land registry, but more critically it involves a physical inspection of the land to ensure it is free from any encumbrances.''

In this case, as observed the respondents did visit the land, saw the occupation and possession of the land by the appellant but they did not pay heed to the encumbrances and decided to build on the land. In the circumstances, respondents took a risk and must blame themselves.

In conclusion, the appeal is allowed for all the above reasons. The decision of the Court of Appeal is hereby reversed and judgment is entered for appellant on all the claims endorsed on the writ of summons. I affirm the GHC 3,000.00 general damages awarded by the trial court to the appellant for the respondents' trespass to the land. The appeal succeeds accordingly.

S. K. MARFUL-SAU
(JUSTICE OF THE SUPREME COURT)

DOTSE, JSC:-

I agree with the conclusion and reasoning of my brother Marful-Sau, JSC.

V. J. M. DOTSE
(JUSTICE OF THE SUPREME COURT)

YEBOAH, JSC:-

I agree with the conclusion and reasoning of my brother Marful-Sau, JSC.

ANIN YEBOAH
(JUSTICE OF THE SUPREME COURT)

APPAU, JSC:-

I agree with the conclusion and reasoning of my brother Marful-Sau, JSC.

Y. APPAU
(JUSTICE OF THE SUPREME COURT)

PWAMANG, JSC:-

I agree with the conclusion and reasoning of my brother Marful-Sau, JSC.

G. PWAMANG
(JUSTICE OF THE SUPREME COURT)

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