

GHANA / JUDGMENT

IBRAHIM & 4 OTHERS. VRS IBRAHIM & ANOTHER. (A2/58/23) [2024] GHADC 377 (27 February 2024)

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IN THE DISTRICT COURT 2, TAMALE HELD ON TUESDAY 27TH FEBRUARY, 2024 BEFORE HIS
WORSHIP D. ANNAN ESQ. SUIT NO. A2/58/23 BETWEEN ABDULLAH IBRAHIM & 4 ORS. -
PLAINTIFFS AND MASAHUDU IBRAHIM & ANOR. - DEFENDANTS

JUDGMENT

INTRODUCTION

1. This judgment relates to probate.
2. The plaintiffs and 1st defendant are children of the late Alhaji Ibrahim Yahaya. Alhaji Ibrahim Yahaya died intestate in 1986. The 1st defendant is the eldest son. The 1st and 2nd defendant are described as administrators of the estate. The 2nd defendant was joined to this action by the Court. However, during the pendency of this action, the 2nd defendant passed on. He was, however, not substituted. The plaintiffs also failed to amend the writ to reflect the joinder.
3. Hence, per the original writ issued by the plaintiffs through their lawyer on 24th March, 2023, the plaintiffs seek the following:
 - 1 -
 - a. A declaration that the plaintiffs are children and beneficiaries of the estate of the late Ibrahim Yahaya.
 - b. A declaration that property no. KU 286, Tamale is part of the estate of Ibrahim Yahaya and cannot be sold without the consent of the plaintiffs.
 - c. An order of prohibitory injunction restraining the 1st defendant, his agents, assigns or any person claiming through him from selling property no. KU 286, Tamale.

- d. An order directing the 1st defendant to account for the proceeds of farm produce, benz car, store, tractor and the caravan vehicle of the estate.
- e. An order excluding the 1st defendant from the administration and/or management/control of the estate owing to his intermeddling with the estate.
- 4. The 1st defendant disputed plaintiffs' claim and counterclaim against them as follows:
 - a. A declaration that 1st defendant is the administrator of the estate of their late father, Alhaji Ibrahim Yahaya.
 - b. A declaration that the estate of their late father Alhaji Ibrahim Yahaya was properly administered by the 1st defendant and his co-administrator.
 - c. Costs including legal fees.
- 5. Parties were ordered to file their witness statements which they did. As indicated earlier, the 2nd defendant passed on and was not substituted. Hence, going forward I will refer to the 1st defendant as the sole defendant/defendant. Below are the respective case of either party.
PLAINTIFFS' CASE
- 6. Plaintiffs testified through 1st plaintiff (Abdullah Ibrahim) and 3rd plaintiff (Ali Ibrahim). According to 1st plaintiff, their father Ibrahim Yahaya was a contractor and
 - 2 - a commercial farmer before his death in 1986. He averred that the father died intestate. He also averred that the father had 6 wives, however at time of death, the father was survived by 2 wives and 17 children. The children, presently, are 13. According to 1st plaintiff, the father left behind two storey buildings (with 9 apartments/flats therein) at Kukuo, a compound house (made up of 2 stores and 11 rooms) at Moshie Zongo, a compound house (with 5 rooms) at Kumbungu-Kukuo, 4 plots at Kukuo which had an L-Shape uncompleted house on same, a combine harvester, a Forscrate model tractor, a Mercedes Benz saloon car, a caravan car, a store opposite Tamale Teaching Hospital, and an office at Taxi Rank, Tamale (now converted into a pub popularly known as Glass Bar). He added that the father also had 300bags of paddy rice 'in the store/warehouse at Kukuo.'
- 7. 1st plaintiff contended that there was no meeting to which the now sole defendant and the late 2nd defendant were granted permission to take Letters of Administration. He averred that any Letters of Administration granted to anyone for them to administer the estate of Ibrahim Yahaya was obtained by deceit of the court. He stated, however, that the sole defendant upon his return to Ghana in 1996, called a family meeting and orally allocated some of the rooms at Moshie Zongo and the 9 apartments/flats at Kukuo to some of the children. He added that sole defendant had denied some of the beneficiaries what they are due. Also, no vesting assent has been issued to any of the beneficiaries. He stated further that the father owed Ghana Commercial Bank (now GCB Bank Plc) an amount of 70,000.00 old Ghana Cedis (now GHS70.00) to which sole defendant rented the storey building at Kukuo to pay off the debt.

8. The 3rd plaintiff added that sole defendant sold the tractor, Mercedes Benz, the combine harvester and 'store', without the consent of the beneficiaries. Thereafter, the sole defendant travelled out of the country with one of the brothers, Abdul Latif
- 3 - Ibrahim (who is of the same mother with sole defendant). He averred that during lifetime of their father, his father allocated to him a single room. However, the room fell and so he moved out to stay with a friend. He contended that after he left, the sole defendant built a store room in place the said destroyed room and rented out same and is taking the rent for his personal use. He stated further that the sole defendant now wants to sell the storey building without the consent of the beneficiaries and to which plaintiffs have instituted this action to prevent same.
9. Plaintiffs contended that sole defendant/defendant has intermeddled with the estate of their late father and therefore has to account for same.
10. The plaintiffs did not tender any exhibit. DEFENDANT'S CASE
11. The case of the sole defendant are tersely stated in paragraphs 3-15, 18-19 and 20-26 of his witness statement. I will reproduce same for want of clarity: "3. I say that I do not know any farm produce that was owned by our late father but the combine harvester and the tractor were taken by the 2nd plaintiff together with one Fuseini who is now late and was the secretary of our late father and one Mr. Zibilla @ Mizim Mata to a place for farming and the defendant has not asked about the whereabouts of the said vehicles till date. Copy of the WhatsApp chat between the 2nd plaintiff and the said Fuseini regarding the farm produce and the farm implements were tendered as Exhibit 2. 4. I say that the caravan vehicle was attached by the then NDC chairman in satisfaction of a debt our late father owed him and all the family members knew of this development.
- 4 - 5. I say that Benz car was sold to pay for a loan taken by our later father from the then Ghana Commercial Bank to forestall the sale of House No. A 107, Moshie Zongo. Copy of the writ and statement of claim was tendered as Exhibit 3. 6. I say that when the writ was served on us as administrators of the estate of our deceased father, we got our solicitor to enter appearance on our behalf and filed a statement of defence. Copy of the statement of defence was tendered as Exhibit 4. 7. I say that per the advice of our solicitor, we caused a motion to be filed and moved to inspect the records of the bank regarding the loan and same was granted and the books confirmed our late father owed 1,234,988.85 old currency. Copy of the motion and the supporting affidavit was tendered as Exhibit 5. 8. I say that the store was sold and the proceeds shared amount all the beneficiaries and statutory declaration was prepared transferring ownership of the store to the buyer. Copy of the statutory declaration tendered as Exhibit 6. 9. I say that contrary to the believe of the plaintiffs that Letters of Administration was not granted in respect of the estate of their (our) deceased father, same was obtained by the defendant as far back as 1988 together with their (our) late father's brother.

- 5 - 10. I say that I and our later father's brother, Alhaji Taudi Sani Mahama, applied for and obtained Letters of Administration in respect of the estate of our deceased father on 7th November, 1988. A copy of the Letters of Administration was tendered as Exhibit 7. 11. I say that House No. A 107, Moshie Zongo forms part of the estate of our deceased father and I dealt with the property as such and gave the rooms out to two children per a room, just like the other properties. A picture of the said house was tendered as Exhibit 8. 12. I say that the said House No. A 107, Moshie Zongo has 11 rooms and the surviving children at the time of the death of our late father were 17. 13. I say that our late father also left behind 2 wives, but no parent making the number of beneficiaries under the estate 19. 14. I say that because the rooms were 11 in number, I together with my co- administrator paired the children and gave them a room per pair and gave the surviving spouses 1 each and I also took 1 for myself. 15. I say that till date each beneficiary is occupying his/her share of the estate of our late father in House No. A 107, Moshie Zongo and those that are not occupying their share is empty including the plaintiffs. Picture of a portion of the 11 rooms at Moshie Zongo was tendered through the 1st plaintiff as Exhibit 1.
- 6 - 18. I say that the said house on plot no. KU 286 is a 2-storey commercial building made up of 9 flats in all. Picture of the said building was tendered as Exhibit 9. 19. I say that when the Letters of Administration was obtained, I together with my co-administrator paired the beneficiaries and gave them a flat per pair and went on to introduce each pair to the tenants as their new landlords/landladies and they have since been receiving rents from the said tenants and appropriating same for themselves and their families. A copy of the paired sharing was tendered as Exhibit 10. 21. I say that each pair took a flat making it 8 flats and the defendant and the co-administrator further paired the surviving spouses and gave them 1 flat making the 9 flats and deprived himself of benefiting from that commercial building. 22. I say that it was based on the fact that I did not benefit from the commercial building that I and the co-administrator allocated 1 room in House No. A 107, Moshie Zongo to me without pairing anyone. 23. I say that 2nd plaintiff while in Ukraine sent me a letter telling me to send him monies I had realized from the sale of the house, but I did not reply because I did not sell the said house but rather shared it to the beneficiaries as the law requires of an administrator. Copy of the said letter was tendered as Exhibit 11.
- 7 - 24. I say that while I was in United Kingdom, the 1st plaintiff also hauled the co-administrator before CHRAJ, Tamale in relation to the same estate and the Commission after listening to both parties found no merits in the 1st plaintiff's case and dismissed same. Copy of the letter inviting the co- administrator was tendered as Exhibit 12. 25. I say that I acted according to the dictates of the law and have been fair to all beneficiaries under the estate of our late father and that if anyone at all was deprived then it was the defendant. 26. I say that save that vesting assents have not been prepared and given to each beneficiary, the estate of our deceased father to the best of my knowledge have been duly distributed among the beneficiaries."

12. Defendant sought to tender the current state of Exhibit 1 thus the house described No. A 107, Moshie Zongo with 11 rooms, but same was objected to as being a surprise to the plaintiffs. It was marked as Exhibit R. Nonetheless, there is no doubt that Exhibit 1 has been renovated.
 13. The defendant in addition to the above contended that if he and the co-administrator had acted without lawful authority, then the proper forum should be the criminal court but not the civil court. Again, all that the plaintiffs are seeking for is indirectly to revoke the Letters of Administration granted on 7th November, 1988, which to him lacks merit and that same should be dismissed. Hence, sole defendant/defendant prayed for his counterclaim.
- 8 - ISSUE FOR TRIAL
14. The issues borne out of the facts are:
 - a. Whether or not the Letters of Administration dated 7th November, 1988 was obtained by fraud/deceit?
 - b. Whether or not the defendants (for that matter the sole defendant) have intermeddled with the estate of the late Alhaji Ibrahim Yahaya?
 - c. Whether or not the defendants (for that matter the sole defendant) are to account for the estate so administered?
 - d. Whether or not either party is entitled to their/his claim? BURDEN OF PROOF
 15. In civil cases, the general rule is that the party who in his pleadings or his writ raises issues essential to the success of his case assumes the onus of proof on the balance of probabilities. See the cases of *Faibi v State Hotels Corporation* [1968] GLR 471 and *In re Ashalley Botwe Lands; Adjetey Agbosu & Ors. v. Kotey & Ors.* [2003-2004] SCGLR 420. The Evidence Act, 1975 (NRCD 323) uses the expression 'burden of persuasion' and in section 14 that expression has been defined as relating to, 'each fact the existence or non-existence of which is essential to the claim or defence he is asserting.' See also ss. 11(4) and 12(1) and (2) of NRCD 323.
 16. Lastly, where there is a counterclaim, the counter claimant must also prove his case. The Supreme Court speaking through His Lordship Ansah JSC in the case *Osei v Korang* [2013] 58 GMJ 1, stated as follows: "... each party bears [the] onus of proof as to which side has a claim ... against his/her adversary, for a counter claimant is as good as a plaintiff in respect of ... which should he assays to make his/her own."
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17. Again, where a party alleges fraud in a civil case, the law regarding the proof of that criminal act is that of proof beyond reasonable doubt. Section 13(1) of NRCD 323 provides, "In a civil or criminal action, the burden of persuasion as to the commission by a party of a crime which is directly in issue requires proof beyond reasonable doubt." See also the cases of *Aryeh & Akakpo v Ayaa Iddrisu* [2010] SCGLR 891 at 903 and *Sasu Bamfo v Sintim* [2012] 1 SCGLR 136 at 148. ANALYSIS OF THE ISSUE Issue 'a'
18. Issue 'a' regards, whether or not the Letters of Administration dated 7th November, 1988 was obtained by fraud/deceit? As earlier mentioned, where a party alleges the commission of a crime in a civil case, the standard of proof, remains as that in a criminal case, thus proof beyond reasonable doubt, see s. 13(1) of NRCD 323 and *Sasu Bamfo v Sintim* [supra].
19. The law regarding regularity of official documents or duty is that where institutions of State like Courts, Lands Commission, etc issue an official document or carries out a duty, it is presumed that that document or duty is regular in line with the statutes that established them. This law on the presumption of regularity of official duty performed (in latin *omnia presemuntur rite et solemniter esse act*), is found in s. 37 of NRCD 323. Section 37(1) of NRCD 323 states that, 'It is presumed that official duty has been regularly performed.' The Supreme Court in *Seidu Mohammed v Saanbaye Kangbere* [2012] 2 SCGLR 1068 stated that, 'the presumption of regularity in law had been given statutory recognition in section 37 of the Evidence Act. That means that institutions of State like Lands Commission, Survey Department and the Land Registry were presumed to conduct their affairs with a certain degree of regularity in line with the statutes that had established them.' Hence, save fraud or other legitimate
 - 10 - basis that the official duty had not been carried out, the law presumes regularity of the said act or documents therefrom.
20. In the instant case, plaintiffs did not plead or particularize fraud on the part of the defendant in procuring the Letters of Administration (Exhibit 7). However, 1st plaintiff at paragraph 21 of his witness statement contended that the sole defendant obtained Exhibit 7 by deceit. He also alleged having no knowledge of the family nominating the sole defendant and the deceased defendant, Alhaji Taudi Sani Mahama, to obtain Letters of Administration regarding his father's estate. Yet, during cross-examination he admitted to the sole defendant and the deceased defendant being named as the administrators. This is what ensued: "Q. Take a look at this document, do you know what it is? A: No. Q: I am putting it to you that the defendant and Taudi were granted Letters of Administration on 7/11/1988 to administer the estate of your late father? A: ... Q: It is today I am hearing this. Are you aware that the administrators were sued at the High Court because of the non-payment of the loan? A: Yes."
21. From the above, I do not see why the plaintiffs want this court to hold that Exhibit 7 was obtained by deceit. The fact that they were not aware does not make the

- 11 - procurement of Exhibit 7 fraudulent. It is rather undoubtedly clear that Exhibit 7 was properly issued by the court. Hence, the allegation that the Letters of Administration was obtained by fraud or deceit, fails. Issue 'b'
- 22. Issue 'b' is whether or not the defendants (for that matter the sole defendant) have intermeddled with the estate of the late Alhaji Ibrahim Yahaya? Section 17 of the Interstate Succession Law, 1985 (PNDCL 111) provides that: "A person who before the distribution of the estate of a deceased person whether testate or intestate (a) unlawfully ejects a surviving spouse or child from the matrimonial home contrary to section 16A, (b) unlawfully deprives the entitled person of the use of (i) a part of the property of the entitled person, (ii) a property shared by the entitled person with the deceased to which this Act applies, or (iii) removes, destroys or otherwise unlawfully interferes with the property of the deceased person, commits an offence and is liable on summary conviction to a minimum fine of two and a half penalty units and not exceeding two hundred and fifty penalty units or to a term of imprisonment not exceeding one year, and the Court or tribunal shall make any other orders that it considers necessary for the re-instatement of or reimbursement to the person thus ejected or deprived."
- 23. Or. 31 rule 3 of the District Court (Civil Procedure) Rules, 2009 CI 59 (as amended) similarly provides that "Where a person who is not the executor of a will or appointed by the Court to administer the estate of a deceased person, takes possession of and administers or otherwise deals with the property of a deceased person, that person (a) is subject to the same obligations and liabilities as an executor or administrator, (b) commits the offence of intermeddling, and (c) is liable on summary conviction to a fine of
 - 12 - not more than five hundred penalty units or twice the value of the estate intermeddled with or to imprisonment for a term of not more than two years or both."
- 24. The above provision is similar to that of Or. 66 rule 3 of High Court (Civil Procedure) Rules, 2004 (CI 47). However, in the recent case of *The Republic v High Court [Commercial Division]*, *Accra Exparte Yvonne Amponsah Brobbey* (Gladys Nkrumah Interested Party) [2023] DLSC 12147, the Supreme Court struck down the above provision of Or. 66 r 3 of CI 47 (and invariably Or. 31 r 3 of CI 59) in that it is the Attorney General and not a private person who shall institute a criminal act like intermeddling. Speaking unanimously through Kulendi JSC, the court held that: "From the unambiguous text of Article 88(3), it is apparent that only the Attorney General may initiate prosecutions for the offence of intermeddling. The Rules of Court Committee could not have been legitimately added to the list of persons with prosecutorial powers to initiate and conduct criminal prosecutions. From the foregoing, we have no hesitation to conclude that in its current terms, Or. 66 rule 3 of CI 47, being a creature borne out of the constitutionally circumscribed powers granted the Rules of Court Committee, is incompetent to create a novel offence of intermeddling and the sanctions attached thereto."

25. Based on the above authorities, the plaintiffs alleging intermeddling on the part of the sole defendant (and/or Alhaji Taudi Sani Mahama) is misplaced. It is only through the Attorney General or persons acting in his stead can, if any, prosecute the sole defendant for intermeddling. In effect, the question on whether or not the defendants (for that matter the sole defendant) have intermeddled with the estate of the late Alhaji Ibrahim Yahaya, fails.
- 13 - Issue 'c'
26. With issue 'c', thus whether or not the defendants (for that matter sole defendant) are to account for the estate so administered, Section 9 of the Administration of Estate Act, 1985 (PNDCL 113) requires that administrator(s) distribute the estate within one year. Similar in *Republic v High Court, Sekondi, Ex parte Mensah and Others* [1994-95] GLR 491, SC, it was held that, "the duties of administrators did not include the right to possess and run an estate, whether the estate comprised a business or not. The administrator's duties, upon receipt of the Letters of Administration, were to gather in the estate and distribute it to persons who were beneficially entitled. Those persons might include some or all of the administrators but it did not detract from the primary function of the administrators. Section 9 of PNDCL 113 required that the estate be shared out as quickly as possible, and in any case within one year of the grant of Letters of Administration or probate.' Where they are unable to distribute within a year, they are to go back to the court for extension of time.
27. His Lordship Kweku T. Ackaah-Boafo J (as he then was) in the case *Susana Naa Akle Tetteyfiio & 4 Ors v Emmanuel Nortey Tetteyfiio*, High Court, dated 10th November, 2022 (unreported) cited the case of *Eid v Eid* [1979] GLR 290 where it was held that Executors/Administrators are like trustees who 'have a fiduciary duty to the deceased person they are acting for and the beneficiaries of the estate. They must keep proper records of all financial transactions and show those records to residual beneficiaries, should they wish to see to them.' His Lordship Kweku T. Ackaah-Boafo J similar cited the case of *Abotsi (An Infant): In re Kwao v Nortey & Ors* [1984-86] 1 GLR 144-156, CA, stating that, 'As trustees ... the duty to account is so fundamental that in some jurisdictions an express exemption therefrom is adjudged contrary to public policy...As the deceased's family were in this case fiduciaries vis-à-vis the infant appellant, there should be no difficulty in holding them accountable to him. They had taken it upon themselves to manage his property and
- 14 - authorise alienations of some of it. And on their own showing expended the proceeds of the sales of his house for various purposes. A clearer case of liability to account cannot be imagined."
28. From the above, the sole defendant and Alhaji Taudi Sani Mahama as administrators have a fiduciary duty to the late Alhaji Ibrahim Yahaya and the 19 beneficiaries. They were to gather and distribute the said estate within a year. And when called upon to account for their administration, it should not be difficult to do so.

29. In the instant case, plaintiffs alleged that the sole defendant (and for that matter the administrators) has not executed his duty properly under the estate. They contended that sole defendant has not been able to distribute all the properties. Also, the sole defendant has sold some of the properties, notably a Forscrate tractor, Mercedes Benz, a combine harvester and a store, without the consent of the beneficiaries. The also alleged that the administrators have not vested any of the properties in the beneficiaries.
30. On the part of the sole defendant, he averred that they (himself and the late Alhaji Taudi Sani Mahama as administrators) have dutifully distributed the estate and paid all just debts. A rendition of their accounts is reproduced above, see paragraph 11 of this judgment. The plaintiffs confirmed most of the above during cross-examination. They were, however, unable to lead sufficient evidence on some of the properties they questioned. However, the defendant provided adequate responses when he was under cross-examination, see the full cross-examination of the defendant dated 28/11/23 and 23/1/24 . On the totality of the evidence, I am of the opinion that the sole defendant was able to provide adequate responses to all the properties, including those that were not adequately stated by the plaintiffs. Hence, the evidence of the sole
- 15 - defendant suffices as accountability of the estate of the late Ibrahim Yahaya, and I so hold.
31. Based on the above, I hold that the administrators have distributed all the properties under the estate, as well as paid all just debts. The only missing duty on their part is that they have not vested the properties in the beneficiaries, since 1997.
32. Now, what I rather glean from this case is not necessarily an account of administration, but a problem to which sole defendant has averred that he would sell the 9 flats property and distribute the proceeds thereof. According to plaintiffs, more particularly 3rd plaintiff, they are in court to prevent sole defendant from selling the said property. Below is what ensued when 3rd plaintiff was under cross-examination: "Q: You claim that defendant wants to sell the 9 flat storey building? A: Yes. He said so. Q: But you agree with me that in the said building all your siblings and your two mothers excluding the defendant have a share which you appropriate? A: Yes. The defendant shared it amongst us. Q: I am putting it to you that if the defendant ever indicated selling then it was because some of your siblings were cheating others? A: Yes, there was a cheat so the defendant indicated that he was going to sell it, but we declined and told the defendant if he is to sell he should sell and leave our property."
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33. From the above, it is clear that sole defendant has no share in the 9 flat property. He rather received information that some of his siblings are cheating others regarding the said property. Details of the extent of cheating were not made known to this court. The sole defendant in my opinion is relying on the Letters of Administration as still having the mandate to deal with the property. To him, he does not know that he has to issue a vesting assent or that his work should have ended within a year after the grant of the Letters of

Administration, and should he require extension of time, he has to come to the court for extension of time. It is trite that ignorance of the law is no excuse. He has no right after the distribution to hold onto any of the properties and to the extent of selling same. The administrators only had a year after 7/11/1988 to gather and distribute all the estate, see *Ex parte Mensah* [supra] and *Susana Naa Akle Tetteyfio & 4 Ors v Emmanuel Nortey Tetteyfio* [supra]. I note, however, how noble the intentions of the sole defendant in trying to maintain peace among his siblings. Thus, if some are cheating others, he would sell the property and share the proceeds thereof. This is the main reason of the plaintiffs in court.

34. In light of the above, I hold that the 9 flat property described as plot no. KU 286, Tamale being part of the estate of Alhaji Ibrahim Yahaya cannot be sold without the consent of the beneficiaries thereof.
35. With the above determined, the only issue left is the vesting of the properties. Unfortunately for the sole defendant, the other administrator Alhaji Taudi Sani Mahama passed on during the trial. He was not substituted. I also note that the administrators sold some the properties and issued statutory declarations to the buyers. However, the administrators did not vest any of the properties in the beneficiaries. Since the validity of the Letters of Administration was not impeached, I will, therefore, maintain the sole defendant as the sole administrator to complete the
- 17 - vesting assent. By this, the sole defendant has two (2) months, from the date of this judgment, to complete the vesting assent to all the beneficiaries.

CONCLUSION

36. In sum, I hereby enter judgment that the sole defendant shall be the sole administrator to complete the vesting assent of the properties to the beneficiaries of the late Alhaji Ibrahim Yahaya within two (2) months from the date of this judgment.
37. No order as to costs. H/W D. ANNAN ESQ. [MAGISTRATE] SALISU B. ISSUFI ESQ., FOR THE PLAINTIFFS LAMBON B. SAMPSON HOLDING THE BRIEF OF SYLVESTER ISANG ESQ. FOR THE DEFENDANT References:
 1. Article 88(3) of the 1992 Constitution
 2. ss. 11(4), 12(1) & (2), 13, 14 and 37(1) of the Evidence Act, 1975 (NRCD 323)
 3. s. 9 of the Administration of Estate Act, 1985 (PNDCL 113)
 4. s. 27 of the Interstate Succession Law, 1985 (PNDCL 111)
 5. *Faibi v State Hotels Corporation* [1968] GLR 471
 6. *In re Ashalley Botwe Lands; Adjetey Agbosu & Ors. v. Kotey & Ors.* [2003-2004] SCGLR 420
 7. *Osei v Korang* [2013] 58 GMJ 1

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8. Aryeh & Akakpo v Ayaa Iddrisu [2010] SCGLR 891 at 903
9. Sasu Bamfo v Sintim [2012] 1 SCGLR 136 at 148
10. Seidu Mohammed v Saanbaye Kangbere [2012] 2 SCGLR 1068
11. The Republic v High Court [Commercial Division], Accra Exparte Yvonne Amponsah Brobbey (Gladys Nkrumah Interested Party) [2023] DLSC 12147
12. Republic v High Court, Sekondi, Ex parte Mensah and Others [1994-95] GLR 491, SC
13. Susana Naa Akle Tetteyfio & 4 Ors v Emmanuel Nortey Tetteyfio, High Court, dated 10th November, 2022 (unreported)
14. Eid v Eid [1979] GLR 290
15. Abotsi (An Infant): In re Kwao v Nortey & Ors [1984-86] 1 GLR 144-156, CA
16. Or. 66 rule 3 of High Court (Civil Procedure) Rules, 2005 (CI 47)
17. Or. 31 rules 3 of the District Court (Civil Procedure) Rules, CI 59

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