

**IN THE SUPERIOR COURT OF JUDICATURE,  
IN THE HIGH COURT OF JUSTICE,  
(HUMAN RIGHTS DIVISION),  
KUMASI-A.D 2019.**

FILED ON 12/14/19  
AT ...  
REG. STAMP  
HIGH COURT - KUMASI  
SUIT NO. ....

IN THE MATTER OF ARTICLES 23 AND 33 OF THE 1992  
CONSTITUTION OF THE REPUBLIC OF GHANA.

AND

IN THE MATTER OF AN APPLICATION BY KWASI AFRIFA ESQ.,  
FOR THE ENFORCEMENT OF HIS FUNDAMENTAL HUMAN  
RIGHTS.

BETWEEN

KWASI AFRIFA,  
HOUSE No 7,  
ESSEX DRIVE,  
ESSIENIMPONG, ASHANTI.

...

APPLICANT.

**CERTIFIED TRUE COPY**  
*[Signature]*  
REGISTRAR  
HIGH COURT - GENERAL JURISDICTION  
KUMASI

AND

GHANA REVENUE AUTHORITY,  
ODUM DISTRICT,  
KUMASI.

...

RESPONDENT.

---

**NOTICE OF MOTION.**

**APPLICATION FOR ENFORCEMENT OF FUNDAMENTAL HUMAN  
RIGHTS.**

**(ARTICLE 33(1) OF THE 1992 CONSTITUTION AND ORDER 19 r  
1(1) and (2) OF C.I.47)**

---

PLEASE TAKE NOTICE that this Honourable Court shall be moved  
by THADDEUS SORY ESQ. of MESSRS SORY @ LAW, counsel for

*[Handwritten signature]*

and on behalf of Applicant herein praying this honourable court for the reliefs deposed to in the affidavit in support of the application pursuant to the instant application for the enforcement of Applicant's fundamental human rights upon the grounds deposed to in the accompanying affidavit.

And for such further order or orders as to this honourable court may deem fit.

DATED AT SORY @ LAW, ACCRA THIS 7<sup>TH</sup> DAY OF AUGUST, 2019.

SOLICITORS FOR THE APPLICANT.  
LICENCE NO. GAR 20489/19.  
CHAMBER REG. NO. 0004533/18.  
TIN OF CHAMBERS C0001356860.

SORY @ LAW  
H/No. 4, 2ND FLOOR  
BOUNDARY ROAD EXTENSION  
NEAR UBA BANK  
EAST LEGON, ACCRA  
TEL: 0302-542720

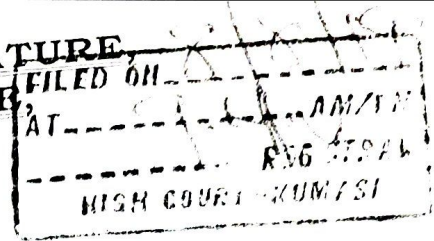
THE REGISTRAR,  
HIGH COURT,  
(HUMAN RIGHT DIVISION),  
**KUMASI.**

AND FOR SERVICE ON:

1. THE ABOVE NAMED RESPONDENT; GHANA REVENUE AUTHORITY, ODUM DISTRICT, KUMASI.
2. THE ATTORNEY-GENERAL,  
ATTORNEY-GENERAL'S DEPARTMENT,  
MINISTRIES, KUMASI.



**IN THE SUPERIOR COURT OF JUDICATURE  
IN THE HIGH COURT OF JUSTICE  
(HUMAN RIGHTS DIVISION),  
KUMASI-A.D 2019.**



SUIT NO. ....

IN THE MATTER OF ARTICLES 23 AND 33 OF THE 1992  
CONSTITUTION OF THE REPUBLIC OF GHANA.

AND

IN THE MATTER OF AN APPLICATION BY KWASI AFRIFA ESQ.,  
FOR THE ENFORCEMENT OF HIS FUNDAMENTAL HUMAN  
RIGHTS.

BETWEEN

KWASI AFRIFA,  
HOUSE No 7,  
ESSEX DRIVE,  
ESSIENIMPONG, ASHANTI.

...

APPLICANT.

AND

GHANA REVENUE AUTHORITY,  
ODUM DISTRICT,  
KUMASI.

...

RESPONDENT.

---

**AFFIDAVIT OF KWASI AFRIFA IN SUPPORT OF MOTION FOR  
THE ENFORCEMENT OF HIS FUNDAMENTAL HUMAN RIGHTS.**

**(ORDER 67 rule 2(1) OF C.I 47).**

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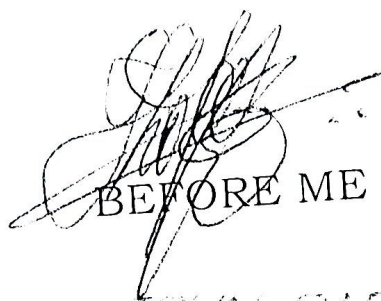
I, KWASI AFRIFA of H/No. 7, Essex Drive, Essienimpong, Ashanti in  
the Ashanti Region of the Republic of Ghana, a private legal  
practitioner, make oath and say as follows:-

1. That I am the deponent herein and the Applicant in the above intitled suit.
2. That I depose to this affidavit for and on my own behalf in support of the application before the Court.
3. That the facts to which I depose in my instant affidavit are within my personal knowledge, information and honest belief.
4. That I acquired knowledge of the facts to which I depose in this affidavit as a result of my direct involvement in the matters about which I depose in this affidavit and which provide the cause for my instant suit against Respondent, which is the Ghana Revenue Authority (hereafter simply called "the Authority").
5. That to the extent that any of my depositions in this affidavit suggest, imply, raise and/or hint at matters of law, such depositions are based on the advice of my lawyer, which advice, I verily believe to be true and rely on in the prosecution of my application before the Court.
6. That at the hearing of this application, my counsel shall seek the leave of this Honorable Court to refer to all processes filed in connection with the instant application as if all such processes were incorporated in my present affidavit and deposed to accordingly.
7. That the Authority is a statutorily established body corporate tasked with the responsibility of among others, administering and giving effect to the tax laws of the Republic of Ghana in accordance with the provisions of the Ghana Revenue Authority Act, 2009 (Act 791) (hereafter simply called "the Act").

46. WHEREFORE I depose to this affidavit in good faith.

SWORN TO IN KUMASI  
THIS 7<sup>th</sup> DAY OF  
AUGUST, 2019.

.....  
DEPONENT.

  
BEFORE ME

J. O. SAGOE  
COMMISSIONER OF OATHS  
P. O. BOX 1719  
KUMASI A.S.H.

AND FOR SERVICE ON:

1. THE ABOVE NAMED RESPONDENT; GHANA REVENUE  
AUTHORITY, ODUM DISTRICT, KUMASI.
2. THE ATTORNEY-GENERAL,  
ATTORNEY-GENERAL'S DEPARTMENT,  
MINISTRIES, KUMASI.

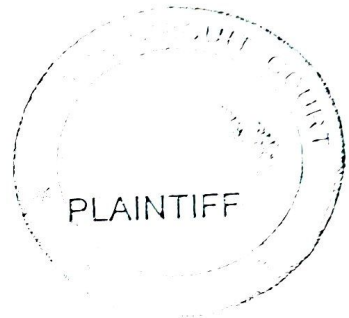


REPUBLIC OF GHANA  
WRIT OF SUMMONS  
(Order 2 rule 3(1))

*[Handwritten signature]*

WRIT ISSUED FROM: ..... 2013..... SUIT No. ....

IN THE CIRCUIT COURT OF GHANA  
KUMASI/ASHANTI



BETWEEN:-

EMMANUEL KWAKU FRIMPONG )  
H No. LVB 36, AH )  
NSUTA BEPOSO-ASHANTI )

VRS.

1. STEPHEN AKUOKO )  
2. AGNES BOATEMAA )  
BOTH OF KUMASI )

*[Handwritten signature]*  
DEFENDANTS  
REGISTRAR  
KUMASI

TO: STEPHEN AKUOKO and AGNES BOATEMAA

AN ACTION having been commenced against you by the issue of this writ by the above-named Plaintiff EMMANUEL KWAKU FRIMPONG.

YOU ARE HEREBY COMMANDED that within EIGHT DAYS after service of this Writ on you inclusive of the day of service you do cause an appearance to be entered for you.

AND TAKE NOTICE that in default of your so doing, judgment may be given in your absence without further notice to you.

Dated this *2nd* day of *Oct* 2013

Chief Justice of Ghana

NB: This writ is to be served within twelve calendar months from the date of issue unless, it is renewed within six calendar months from the date of that renewal.

The defendant may appear hereto by filing a notice of appearance either personally or by lawyer at Form 5 at the Registry of the Court of issue of the writ at ..... A defendant appearing personally may, if he desires, give notice of appearance by post.

\*State name, place of residence or business address to plaintiff if known (not P. O. Box number)

\*\*State name place of residence or business address of defendant (not P. O. Box number)


*[Handwritten signature]*  
CIRCUIT COURT REGISTRAR  
KUMASI

# STATEMENT OF CLAIM

The Plaintiff's Claims against the defendants jointly and severally is for:

- a. Cash the sum of GH¢7,500.00 being financial assistance sought from the plaintiff to augment their capital.
- b. Interest on the said amount per the prevailing bank rate from 10 - 1 - 08 to date of final payment.

This writ was issued by EMMANUEL KWAKU FRIMPONG

.....  
  
PLAINTIFF

Whose address for service is H/No. LVB 36, AH NSUTA BEPOSU-ASHANTI

.....  
Indorsement to be made within 3 days after service

This writ was served by me at

On the defendant

On the                      day of

Endorsed the              day of

Signed:.....

Address:.....

*NOTE: If the plaintiff's claim is for liquidated demand only, further proceedings will be stayed if within the time limited for appearance the defendant pays the amount claimed to the plaintiff. His lawyer or his agent or into court as provided for in Order 2 rule 3*

IN THE CIRCUIT COURT OF GHANA  
KUMASI/ASHANTI

EMMANUEL KWAKU FRIMPONG )  
H/No. LVB 36. AH )  
NSUTA BEPOSO-ASHANTI )

PLAINTIFF

VRS.

1. STEPHEN AKUOKO )  
2. AGNES BOATEMAA )  
BOTH OF KUMASI )

DEFENDANTS

---

STATEMENT OF CLAIM

---

1. The plaintiff is a Retiree and lives in Kumasi.
2. The defendants who are married couples are into local soap manufacturing and also live in Kumasi.
3. The plaintiff says that the defendants on 9 – 1 – 08 sought for a financial assistance of GHc7,500.00 from the plaintiff to augment their capital and in return the plaintiff was to enjoy a profit of GHc4,500.00 quarterly.
4. The defendants after collecting the said amount failed to fulfil their side of the arrangement and have also refused to refund the principal sum of GH7,500.00 despite repeated demands for the past 5 years.
5. Wherefore the plaintiff claims as per the endorsement on the writ of summons.

Dated at Kumasi this 2<sup>nd</sup> day of October, 2013.

  
Plaintiff herein

The Registrar  
Circuit Court  
Kumasi

And copy for service on the defendants herein



EMMANUEL KYIAKU KLIMPONO )  
P.O. BOX 36, A.H )  
NSUTA BEPOSO ASHANTI )  
PLAINTIFF

VRS )  
1. STEPHEN AKUOKO )  
2. AGNES BOATEMAA )  
OF KUMASI )  
DEFENDANTS

NOTICE OF APPEARANCE

TAKE NOTICE that the Defendants herein hereby enter appearance by their Solicitors George Sarpong Legal Services, Kumasi whose address for service is as follows:-

Messrs George Sarpong Legal Service  
Adom chambers, Kumasi  
House No. OTB 222, Aseda House  
Adum-Kumasi

DATED AT ADOM CHAMBERS, KUMASI THIS 7<sup>th</sup> DAY OF OCTOBER, 2013

*[Handwritten signature]*  
Solicitor for the Defendants

The Registrar  
Circuit Court  
Kumasi- Ashanti

And copy for service on the Plaintiff herein

CERTIFICATE

I, *[Handwritten Name]* Registrar of the Circuit certify that appearance to the Plaintiff's writ of summons was entered on behalf of the Defendant's on this *[Handwritten Date]* day of *[Handwritten Month]* 2013

The Registrar  
Circuit Court  
Kumasi

*[Handwritten signature]*

IN THE CIRCUIT COURT OF GHANA  
KUMASI ASHANTI

SUIT NO. A2/268/14

EMMANUEL KWAKU FRIMPONGH  
H/NO. LVB 36, AH  
NSUTA BEPOSU, ASHANTI  
VRS

PLAINTIFF

1. STEPHEN AKUOKO  
2. AGNES BOATEMAA  
OF KUMASI

DEFENDANTS

STATEMENT OF DEFENCE

1. Save as herein expressly admitted, the defendants deny each and every averment contained in the statement of claim as if same were set out in extenso and denied seriatim.
2. Defendants deny paragraph 3 of the statement of claim and state that sometime in 2008 the plaintiff offered them a cordial financial assistance to the tune of GHC 7,000.00 but there was no arrangement for interest or profit because the 2<sup>nd</sup> defendant is a sister to the plaintiff and first defendant is his brother-in-law.
3. Paragraph 4 of the statement of claim is denied and defendants state that they have since repaid the said amount by paying certain amounts of money to the plaintiff upon his request.
4. Defendants state that at various times after the plaintiff gave them the money, he requested for GHC 1,000 to buy an engine and another GHC 500.00 and subsequently he collected GHC 800.00 from first defendant.
5. Plaintiff further collected an amount of GHC 3,000.00 for his mother's funeral and subsequently another GhC 1,500.00 which he took from the second defendant.

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4/11/14



- 17 -
6. Defendants state that after all these payments, at the request of the plaintiff, the parties went into accounts in the presence of witnesses and the parties concluded that the defendants had repaid the plaintiff to the tune of GHc 6,800.
  7. The plaintiff subsequently requested of the first defendant to repair the plaintiff's Hyundai Grace on which the first defendant spent beyond an amount of GhC200 to the knowledge of the plaintiff.
  8. Defendants state that they have even repaid the plaintiff beyond the amount he gave to them and that he is not entitled to his claims.

*DATED AT ADOM CHAMBERS, KUMASI THIS 23<sup>rd</sup> day of OCTOBER, 2013*

*The Registrar  
Circuit Court  
Kumasi*

*SOLICITOR FOR DEFENDANTS*



*And copy for service on the plaintiff  
herein*



EMMANUEL KWAKU FRIMPPONG )  
P. No. LVR 35. AH )  
NSUTA BEPOSO - ASHANTI )

VRS

1. STEPHEN AKUOKO )  
2. AGNES BOATEMAA )  
ALL KUMASI )

FILED BY: [Signature]  
2014  
DEFENDANTS

REPLY TO STATEMENT OF DEFENCE

1. The plaintiff generally joins issues with the defendants.
2. The plaintiff in response to paragraph 2 of the statement of defence says that the amount collected by the defendant as GH¢7,500.00 and not GH¢7,000.00 the plaintiff denies that the amount given to the defendant was a financial assistance.
3. The plaintiff in reaction to paragraph 3 says that the defendants have not repaid the amount to him.
4. The plaintiff says that the amount given to the defendant was his retirement benefit which the defendant asked the plaintiff to be given to him to assist the defendant business.
5. The plaintiff says further that he even accompanied defendant to go round to do the business and that all amounts paid by the defendant to him was part of the agreed profit that would be paid to the plaintiff.
6. The plaintiff denies that the defendant s have over paid the amount given to the defendant.

DATED IN KUMASI THIS 14<sup>th</sup> DAY OF FEBRUARY, 2014

4466  
343

[Signature]  
PLAINTIFF HEREIN

THE REGISTRAR  
CIRCUIT COURT  
KUMASI

AND COPY FOR SERVICE ON THE DEFENDANTS HEREIN OR THEIR SOLICITOR MR. GEORGE SARPONG ESQ.

IN THE CIRCUIT COURT OF GHANA  
KUMASI/ASHANTI

SUIT No. A2/262/14

EMMANUEL KWAKU FRIMPONG )  
H/No. LVB 36, AH )  
NSUTA BEPOSO – ASHANTI )

VRS.

1. STEPHEN AKUOKO )  
2. AGNES BOATEMAA )  
ALL KUMASI )

FILED ON	PLAINTIFF
2/15	REGISTRAR
CIR	KUMASI
DEFENDANTS	

APPLICATION FOR DIRECTIONS

LET ALL PARTIES CONCERNED attend His Honour the Circuit Court Judge, Kumasi on ~~Monday~~ <sup>Monday</sup> 24<sup>th</sup> day of ~~March~~ <sup>February</sup>, 2014 at 9'Oclock in the morning or so soon thereafter of the thereof for an application for direction in this suit as follows:

ISSUES:

1. Whether or not the amount given to the defendants by the plaintiff is for business purposes or not.
2. Whether or not the defendant is to pay the plaintiff a profit of GHc4,500.00 every 3 months.
3. Whether or not the plaintiff is entitled to his claim.
4. Any other issue/issues raised in the pleadings.
5. That cost shall be in cause with liberty to apply.

Dated at Kumasi this 14<sup>th</sup> day of February, 2014

4468  
4342  
1/2/14  
The Registrar  
Circuit Court  
Kumasi

  
PLAINTIFF HEREIN

AND COPY FOR SERVICE ON THE DEFENDANTS HEREIN OR THEIR SOLICITOR MR. GEORGE SARPONG ESQ.



CASH COLLECTED  
17 JAN 2018  
TIBLU  
KUMASI

WRIT OF SUMMONS

(Order 2 rule 3(1))

WRIT ISSUED FROM

17<sup>th</sup> Jan 2018 SUIT No. A147/18

IN THE CIRCUIT COURT  
KUMASI

BETWEEN

- 1. KOFI ANTWI BOSIAKO )
- 2. LETICIA ANTWI BOSIAKO )
- ALL OF H/No. 7 BURNHAM PLACE NORTH )
- PARRAMATTA, 2151 SYDNEY NSW AUSTRALIA )
- SUNG PER THEIR LAWFUL ATTORNEY )
- MOHAMMED TOFFIC SUMAILA )
- OF H/No. PLOT 3 BLOCK 34 OLD TAFO, KUMASI )

Plaintiffs\*

AND

CHIEF  
(PLAINTIFFS WILL DIRECT SERVICE)

Defendant\*



REGISTERED  
KUMASI

To

AN ACTION having been commenced against you by the issue of this writ by the above-named Plaintiff.

YOU ARE HEREBY COMMANDED that within EIGHT DAYS after service of this writ on you inclusive of the day of service you do cause an appearance to be entered for you. AND TAKE NOTICE that in default of your so doing, judgment may be given in your absence without further notice to you

Dated this 17<sup>th</sup> day of

January 2018

Chief Justice of Ghana

NB: This writ is to be served within twelve calendar months from the date of issue unless, it is renewed within six calendar months from the date of that renewal.

The defendant may appear hereto by filing a notice of appearance either personally or by a lawyer at Form 5 at the Registry of the Court of Issue of the writ at he desire give notice of appearance by post. A defendant appearing personally may, if

\*State name, place of residence or business address of plaintiff if known (not O. P. Box number).  
\*\*State name, place of residence or business address of defendant (not P. O. Box number)

0263945  
0263838  
17/1/18

CERTIFIED TRUE  
CIRCUIT COURT REGISTRY  
ADUM

FORM 1



# STATEMENT OF CLAIM

The Plaintiffs claim is for:

1. Declaration of title and ownership of PLOT No. 9, KWABENA ATTA ROAD OLD BOASO in the Ashanti Region of Ghana.
2. An order of recovery of possession of the portion of the said land trespassed upon by the defendant.
3. Removal of unlawful structures erected by the defendant on PLOT No. 9 KWABENA ATTA ROAD OLD BOASO in the Ashanti Region of Ghana.
4. General damages for trespass.
5. Perpetual injunction to restrain the defendant whether by himself, family members, workers, privies, laborers, assigns and all persons claiming title of ownership through the defendant from interfering with the said property belonging to the plaintiffs.
6. Cost on a full indemnity basis.

DATE AT O & A LEGAL CONSULT THIS 15<sup>TH</sup> DAY OF, JANUARY, 2018.

MICHAEL GYANG OWUSU ESQ.,  
O & A LEGAL CONSULT  
SOLICITOR FOR PLAINTIFFS  
LICENSE No.: AR 15505/18  
CHAMBERS REG. No. PP0003761/18  
**O & A LEGAL CONSULT**  
BARRISTER & SOLICITOR  
& NOTARIAL PUBLIC  
P. O. BOX 6376

This writ was issued by:  
Whose address for service is:

MICHAEL GYANG OWUSU ESQ.  
O & A LEGAL CONSULT  
H/No. PLOT 50 BLOCK AOLD AHINSAN ESTATE  
(DAYBREAK HOUSE), KUMASI  
PLAINTIFF

Agent for


Address Number and date of lawyer's current licence AR 15505/18

Lawyer for the Plaintiffs MICHAEL GYANG OWUSU who resides at KUMASI

## Indorsement to be made within 3 days after service

This writ was served by me at  
on the defendant

on the \_\_\_\_\_ day of \_\_\_\_\_  
endorsed the \_\_\_\_\_ day of \_\_\_\_\_

Signed  .....

Address.....

**NOTE:** If the plaintiff's claim is for a liquidated demand only, further proceedings will be stayed if within the time limited for appearance the defendant pays the amount claimed to the plaintiff, his lawyer or his agent or into court as provided for in Order 2 rule 3(2)

IN THE CIRCUIT COURT  
KUMASI.

SUIT No.

1. KOFI ANTWI BOSIAKO )  
2. LETICIA ANTWI BOSIAKO )  
ALL OF H/No. 7 BURNHAM PLACE NORTH )  
PARRAMATTA, 2151 SYNDEY NSW AUSTRALIA )  
SUING PER THEIR LAWFUL ATTORNEY )  
MOHAMMED TOFFIC SUMAILA )  
OF H/No. PLOT 3 BLOCK 34 OLD TAFO, KUMASI )

PLAINTIFFS

CIRCUIT COURT KUMASI

VERSUS

CHIEF

DEFENDANT

### STATEMENT OF CLAIM

1. The Plaintiffs are business persons who reside in Australia and are suing per their lawful attorney MOHAMMED TOFFIC SUMAILA, who is a driver.
2. The Defendants is also a businessman in Kumasi.
3. The Plaintiffs aver that they purchased PLOT NO 9 KWABENA ATTA ROAD from the Akyempimhene on the 28<sup>th</sup> day of April 2014 and has been in possession since.
4. The Plaintiffs aver that Plot No. 9 Kwabena Atta Road in bounded on the north by Kwabena Atta Road, on the south by Plot No. 2 Kwabena Atta Road and on the west by Plot no.7 Kwabena Atta Road.
5. The Plaintiffs aver that the Defendants property which is Plot No. 11 Kwabena Atta Road, Old Boaso shares a common boundary with a portion of the Plaintiffs' property on the east.
6. The Plaintiffs aver that somewhere last year, they noticed that the Defendant had started developing his land but had transcended his boundary and had encroached a portion of the Plaintiffs' land.
7. The Plaintiffs further aver that they consistently warned the defendant to desist from his unlawful acts.
8. The Plaintiffs' states the defendant admitted having encroached into a portion the Plaintiffs land and apologized.

- 9. The Plaintiffs say that the Defendant however continued to work on the Plaintiffs land.
- 10. The Plaintiff avers that it is only the court that can restrain the Defendant from further encroaching on their land.
- 11. The plaintiffs say that they commissioned a surveyor who went onto the land and clearly demarcated the portion trespassed on by the defendant. At the trial the plaintiffs will seek leave of the honourable court to tender the said plan into evidence for its full terms and effect.
- 12. Wherefore the Plaintiff claims as per the writ of summons.

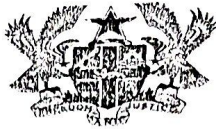
DATE AT O & A LEGAL CONSULT THIS 15<sup>TH</sup> DAY OF, JANUARY, 2018.

MICHAEL GYANG OWUSU ESQ.,  
 O & A LEGAL CONSULT  
 SOLICITOR FOR PLAINTIFFS  
 LICENSE No.: AR 15505/18  
 CHAMBERS REG. No. PP0003761/18  
**O & A LEGAL CONSULT**  
**BARRISTERS & SOLICITORS**  
**& NOTARIES PUBLIC**  
**P. O. BOX 6376**  
**PLT. 50 BLK. A. OLD AHINSAN-KSI**

THE REGISTRAR  
CIRCUIT COURT  
KUMASI.

AND COPY FOR SERVICE ON THE DEFENDANT.





FORM 5A

NOTICE OF APPEARANCE

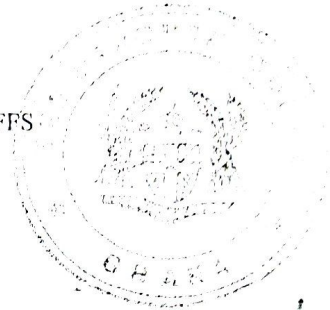
(Order 9 rule 3(1)) DATE 29/1/18 SUIT No. C1/04/2018

IN THE HIGH CIRCUIT COURT  
KUMASI ASHANTI

BETWEEN

- 1. KOFI ANTWI BOSIAKO )
- 2. Leticia ANTWI BOSIAKO )
- ALL OF H/No. 7 BURNHAM PLACE NORTH )
- PARRAMATTA, 2151 SYDNEY NSW AUSTRALIA )
- SUING PER THEIR LAWFUL ATTORNEY )
- MOHAMMED TOFFIC SUMAILA )
- OF H/No. PLOT 3 BLOCK 34 OLD TAFO, KUMASI )

PLAINTIFFS



AND

CHIEF )

DEFENDANT

\*TAKE NOTICE that the Defendant hereby enters appearance by himself whose address for service is as follows:

SAMUEL AFRIYIE  
K.O. 41, KUMASI

29/1/18  
12:49  
REGISTRAR  
KUMASI

DATED AT KUMASI THIS 29<sup>TH</sup> DAY OF JANUARY, 2018

*[Signature]*  
DEFENDANT

THE REGISTRAR  
CIRCUIT COURT  
KUMASI - ASHANTI

026 4298  
026 4190  
29/1/18

And to:

- 1. MICHAEL GYANG OWUSU ESQ.,  
O & A LEGAL CONSULT  
H/No. 50 BLOCK A, AHINSAN  
KUMASI

App 50.00  
JA 10.00  
S... 20.00  
9 80.00

URBAN  
CASH COUNTED  
29 JAN 2018  
TELEPHONE  
CMU

Certificate

I, H. Asawoo Registrar of the 29th Court

Certify that appearance to the plaintiff's writ was entered by the Defendant himself.

on this 29th day of January 2018

  
REGISTRAR CIRCUIT COURT  
KUMASI

IN THE CIRCUIT COURT  
KUMASI/ASHANTI

SUIT NO: A1/47/18

1. KOFI ANTWI BOSIAKO  
2. LETICIA ANTWI BOSIAKO  
ALL OF H/NO. 7 BURNHAM PLACE NORTH  
PARRAMATTA, 2151 SYNDEY NSW AUSTRALIA  
SUIING PER THEIR LAWFUL ATTORNEY  
MOHAMMED TOFFIC SUMAILA OF  
H/NO. PLOT 3 BLOCK 34 OLD TAFO, KUMASI

PLAINTIFF  
15/3/18

VRS

CHIEF

===== DEFENDANT

STATEMENT OF DEFENCE

1. Save as hereinafter expressly admitted the defendant denies each material allegation contained in the plaintiffs' statement of claim as if same is set out in extensor and traversed seriatim.
2. The defendant denies paragraph 1 of the statement of claim and would subject the plaintiffs to strict proof of the averments contained in the said paragraphs.
3. The defendant admits paragraph 2 of the statement of claim.
4. The defendant also denies paragraphs 4 and 5 of the statement of claim save admitting that he is the owner of Plot 11, Kwabena Atta Road Boaso and that the said plot shares boundary with Plot No. 9, Kwabena Atta Road, Boaso on the east side.
5. Save admitting that the defendant has developed his Plot No. 11, Kwabena Atta Road, Boaso, the rest of the averments contained in paragraph 6 of the statement of claim are denied.
6. The defendant further denies paragraphs 7, 8, 9, 10, 11 and 12 of the statement of claim and puts the plaintiffs to strict proof of the averments contained in the statement of claim.
7. The defendant says he developed his plot to the view of the general public but no one raised any dispute as to the extent of the defendant's land.
8. The defendant says therefore that the plaintiffs are estopped by their conduct having stood by while the defendant developed his house.

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0264613

9/3/18

URBAN  
CASH COUNTED  
09 FEB 2018  
TRIALER 66  
CMU KUMASI

50  
20

70



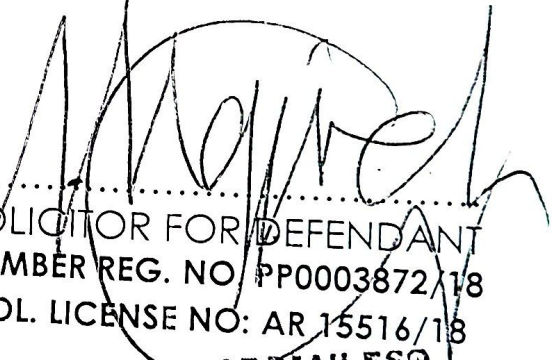
9. Indeed the defendant has completed his residential house on his said Plot No. 1, Kwabena Atta Road, Boaso and is currently in occupation of same.

10. The defendant says his land is separate and distinct from the plaintiff's alleged land and as such the present action is completely misconceived.

11. The defendant says that he is called Samuel Afriye @ Chief.

WHEREFORE the defendant denies the entire claims of the plaintiff.

DATED AT EXCELLENCE LAW CONSULT, KUMASI  
THIS 7<sup>TH</sup> FEBRUARY 2018

.....  
  
 SOLICITOR FOR DEFENDANT  
 CHAMBER REG. NO PP0003872/18  
 SOL. LICENSE NO: AR 15516/18  
 MATTHEW APPIAH ESQ.  
 EXCELLENCE LAW CONSULT  
 KWADABO ESTATE - KUMASI  
 SOLICITOR'S LIC. NO. AR15516/18

THE REGISTRAR  
CIRCUIT COURT  
KUMASI/ASHANTI

COPY FOR SERVICE ON THE PLAINTIFFS HEREIN OR THEIR LAWYER  
MICHEAL GYANG OWUSU ESQ., O & A LEGAL CONSULT,  
OLD AHINSAN ESTATE (DAYBREAK HOUSE) KUMASI

IN THE CIRCUIT COURT  
KUMASI-ASHANTI REGION  
A.D. 2018

SUIT No. A1/47/18

1. KOFI ANTWI BOSIAKO
2. LETICIA ANTWI BOSIAKO OF 7 BURNHAM PLACE NORTH PARRAMATTA, 2151 SYNDEY NSW AUSTRALIA Suing PER THEIR LAWFUL ATTORNEY MOHAMMED TOFFIC SUMAILA OF H/No. PLOT 3 BLK 34, OLD TAFOKUMASI.

)  
)  
) FILED ON 28/2/18  
) PLAINTIFFS  
)  
)  
)  
)  
)

VERSUS

SAMUEL AFRIYIE  
H/No. K.O 41 KUMASI

)  
) DEFENDANT

REPLY

1. The Plaintiffs joins issue with the Defendant on his statement of defence generally.
2. The Plaintiffs deny paragraph 7 of the Defendant's statement of defence and in answer say that he raised objections to the development on the disputed land from the very day the Defendant started.
3. The Plaintiffs in further denial to paragraph 7 supra state that the Defendant pleaded with them severally, both personally and using other people, to allow him purchase the disputed land.
4. The Plaintiffs again say that the Defendant hurriedly continued building on the disputed land hoping to force the Plaintiffs to sell off the land to him.
5. The Plaintiffs deny paragraph 9 of the Defendant's statement of defence and state that the building is nowhere near completion as shown in photographs which would be tendered during the trial for its full force and effect.

DATED AT O&A LEGAL CONSULT THIS 23<sup>RD</sup> DAY OF FEBRUARY 2018.

Reply 50  
20.0

MICHAEL GYANG OWUSU ESQ.,  
O&A LEGAL CONSULT  
SOLICITOR FOR THE PLAINTIFFS  
LICENSE NO. WR 15505/18  
CHAMBERS REG. NO. PP0003761/18

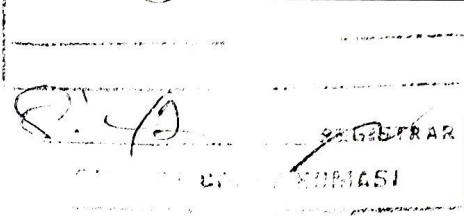
O&A LEGAL CONSULT  
BARRISTERS & SOLICITORS  
& NOTARIES PUBLIC  
P. O. BOX 6376  
PLT. 50 BLK. A. OLD AHINSAN-KUMASI

0260807  
0262685  
25/2/18

23 FEB 2018  
11:57 AM

025

IN THE CIRCUIT COURT  
KUMASI-ASHANTI REGION  
A.D. 2018



SUIT No. A1/47/18

KOFI ANTWI BOSIAKO AND )  
LETICIA ANTWI )  
BOSIAKO OF 7 BURNHAM PLACE )  
NORTH )  
PARRAMATTA, 2151 SYNDEY NSW )  
AUSTRALIA ) PLAINTIFFS  
SUING PER THEIR LAWFUL )  
ATTORNEY MOHAMMED )  
TOFFIC SUMAILA OF OLD TAFO/ )  
PLOT 3 BLK 34, )  
KUMASI. )

VERSUS

SAMUEL AFRIYIE OF )  
K.O 41 KUMASI ) DEFENDANT

APPLICATION FOR DIRECTIONS  
ORDER 32

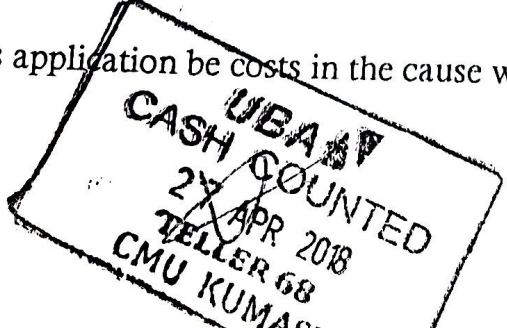
LET ALL PARTIES CONCERNED attend before Her Honour Patricia Amponsah of the  
Circuit Court, Kumasi on *Friday* the *4th* day of *May* 2018 for  
application for directions.

1. ISSUES:

- a) Whether or not the Defendant has encroached on a portion of the Plaintiffs land which is Plot No. 9 Kwabena Atta Road, Old Boaso in the Ashanti Region of Ghana.
- b) Whether or not the Plaintiffs are entitled to their claims.

*Direction* *50*  
*Sum* *2018*  
*70*

- 2. Any other issues raised on the pleadings.
- 3. That the estimated length of trial is 4 days.
- 4. That a short date be fixed for trial.
- 5. That the cost of this application be costs in the cause with liberty to apply.




0569693  
0569748



42

DATED AT O&A LEGAL CONSULT THIS 26<sup>th</sup> DAY OF April 2018.

  
MICHAEL GYANG OWUSU ESQ.,  
O&A LEGAL CONSULT  
SOLICITOR FOR THE PLAINTIFFS  
LICENSE NO. AR 15505/18  
CHAMBERS REG. NO. PP0003761/18

THE REGISTRAR  
CIRCUIT COURT  
KUMASI.

O&A LEGAL CONSULT  
BARRISTERS, SOLICITORS  
& NOTARIES PUBLIC  
P. O. BOX 6376  
PLT. 50 BLK. A. OLD AHINSAN-KSI.

AND COPY FOR SERVICE ON THE DEFENDANT OR HIS SOLICITOR MATTEW  
APPIAH ESQ., EXCELLENCE LAW CONSULT, KUMASI.



CC3

45

SCHEDULE  
FORM 13A  
PRE-TRIAL CHECK LIST  
(ORDER 32 RULE 7A (2))

IN THE CIRCUIT COURT OF GHANA  
KUMASI-ASHANTI REGION  
A.D. 2018

SUIT No. A1/47/18

FILED ON 30/5/18  
10:11  
CJ

KOFI ANTWI BOSIAKO AND  
ETICIA ANTWI  
BOSIAKO OF 7 BURNHAM PLACE  
NORTH  
PARRAMATTA, 2151 SYDNEY NSW  
AUSTRALIA ) PLAINTIFFS  
SUING PER THEIR LAWFUL  
ATTORNEY MOHAMMED  
TOFFIC SUMAILA OF OLD TAFO/  
PLOT 3 BLK 34.  
KUMASI. )

VERSUS  
SAMUEL AFRIYIEOF  
K.O 41 KUMASI ) DEFENDANT

Pleadings

1. Do you intend to make any amendment to the Pleadings?  
Answer: No

Interrogatories

2. Are any interrogatories outstanding?  
Answer: No

Evidence

3. a) Have all orders in relation to export factual and hearsay evidence been  
complied with?  
Answer: Yes

4. a) What witness of fact do you intend to call?  
1. MOHAMMED TOFFIC SUMAILA  
2. EVANS GYAU

5. Will any witness require an interpreter? If so which interpreter

UPAAY  
CASH COLLECTED  
30 MAY 2018  
TELLER 69  
CMB KUMASI

CC3  
45  
30/5/18  
10:11  
CJ  
Pl. T. 10:11  
W/S 30  
CJ 30  
30

Answer? Yes. A Twi Language interpreter

documents

6. Have all orders in relation to discovery been complied with?  
Answer: Yes

7. When did you lodge paginated bundles of fully legible documents for use of  
counsel and the court  
Answer: 29<sup>TH</sup> May 2018

DATED AT O&A LEGAL CONSULT THIS 29<sup>th</sup> DAY OF MAY 2018.



MICHAEL GYANG OWUSU ESQ.,  
O&A LEGAL CONSULT  
SOLICITOR FOR THE PLAINTIFFS  
LICENSE NO. AR 15505/18  
CHAMBERS REG. NO. PP0003761/18

**O&A LEGAL CONSULT**  
BARRISTERS & SOLICITORS  
& NOTARIES PUBLIC  
P. O. BOX 6376  
PLT. 50 BLK. A. OLD AKINSAN-KSI

REGISTRAR  
COURT  
KUMASI.

AND COPY FOR SERVICE ON THE DEFENDANT OR HIS SOLICITOR,  
MATTEW APPIAH ESQ., EXCELLENCE LAW CONSULT, KUMASI.

IN THE CIRCUIT COURT OF GHANA  
KUMASI-ASHANTI REGION  
A.D. 2018

SUIT No. A1/47/18

KOFLANTWI BOSIAKO AND )  
JEFICIA ANTWI )  
BOSIAKO OF 7 BURNHAM PLACE )  
NORTH )  
PARRAMATTA, 2151 SYDNEY NSW )  
AUSTRALIA ) PLAINTIFFS  
SUING PER THEIR LAWFUL )  
ATTORNEY MOHAMMED )  
TOFFIC SUMAILA OF OLD TAFO/ )  
PLOT 3 BLK 34. )  
KUMASI. )

FILED ON 20/12/18  
KUMASI

VERSUS

SAMUEL AFRIYIE OF )  
K.O 41 KUMASI ) DEFENDANT

**WITNESS STATEMENT OF MOHAMMED TOFFIC SUMAILA**

1. My name is Mohammed Toffic Sumaila, I am a taxi driver and ordinarily resident at Old Tafo, Kumasi in the Ashanti Region of Ghana.
2. I am the Attorney for the Plaintiffs in the present case. The power to represent the Plaintiffs is shown by a power of attorney granted to me by them on the 20<sup>th</sup> day of December 2017. I therefore speak for and on their behalf.
3. The said power of attorney is attached and marked as "Exhibit A".
4. The Plaintiffs know the Defendant as the allottee of Plot No. 11 Kwabena Atta Road Boaso and the said plot shared a common boundary with theirs which is Plot No. 9 Kwabena Atta Road Boaso both in the Ashanti Region of Ghana.
5. The allotment to the Plaintiffs of Plot No. 9 Kwabena Atta Road Boaso is shown in by an allocation note attached and marked "Exhibit B".
6. Somewhere last year, they noticed that the Defendant had started developing his land but had transcended his boundary and had encroached a portion of Plot No. 9 Kwabena Atta Road Boaso.
7. The Plaintiffs consistently warned the defendant to desist from his acts of encroachment.



- 8. The Defendant apologised and even appealed to people like Akwasi Agyemang, the former Major of Kumasi and the 1<sup>st</sup> Plaintiffs' father that he was sorry for encroaching on a portion of the plaintiffs land and would desist from doing so subsequently.
- 9. The Plaintiffs however noticed that the Defendant was rapidly putting up his building and further encroaching the Plaintiffs land leaving a large portion of the rest of his land bare.
- 10. The Plaintiffs engaged the services of a surveyor to show the level of encroachment undertaken by the Defendant in a survey plan which has been attached and marked as "Exhibit C".
- 11. The Plaintiffs firmly believe that it is only the court that can halt the Defendant from further perpetuating his acts of encroachment on the Plaintiffs land.
- 12. The Plaintiffs therefore pray that the honourable court grants the reliefs-endorsed on their writ of summons.

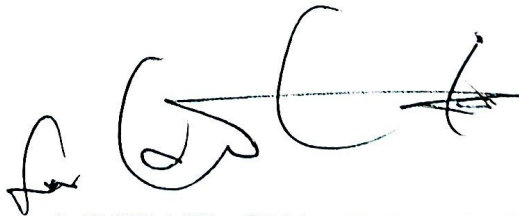
**STATEMENT OF TRUTH**

I, **MOHAMMED TOFFIC SUMAILA**, of Old Tafo in the Ashanti Region of Ghana do verify that the statement given is true to the best of my knowledge and belief after same has been read over and explained to me by **AKUA SERWAA AMPONG** in the Twi language and I understood before making my mark.



(SIGNATURE OF MOHAMMED TOFFIC SUMAILA)

DATED AT O&A LEGAL CONSULT THIS 29<sup>th</sup> DAY OF MAY, 2018.



**MICHAEL GYANG OWUSU ESQ.,**  
O&A LEGAL CONSULT  
SOLICITOR FOR THE PLAINTIFFS  
LICENSE NO. AR 15505/18  
CHAMBERS REG. NO. PP0003761/18

**O&A LEGAL CONSULT**  
BARRISTERS & SOLICITORS  
& NOTARIES PUBLIC  
P. O. BOX 6376  
P.M.T. 50 BLK. A. OLD AKRISAN-KSI.

IN THE CIRCUIT COURT OF GHANA  
KUMASI-ASHANTI REGION  
A.D. 2018

SUIT No. AI/47/18

KOFI ANTWI BOSIAKO AND )  
JEFICIA ANTWI )  
BOSIAKO OF 7 BURNHAM PLACE )  
NORTH )  
PARRAMATTA, 2151 SYDNEY NSW )  
AUSTRALIA ) PLAINTIFFS  
SUING PER THEIR LAWFUL )  
ATTORNEY MOHAMMED )  
TOFFIC SUMAILA OF OLD TAFO/ )  
PLOT 3 BLK 34. )  
KUMASI. )

FILED 2018  
10/11

VERSUS

SAMUEL AFRIYIEOF )  
K.O 41 KUMASI ) DEFENDANT

**WITNESS STATEMENT OF EVANS GYAU**

1. My name is Evans Gyau, I am a Pastor and ordinary resident at Bohyen Ampaame.
2. The 1<sup>st</sup> and 2<sup>nd</sup> Plaintiff gave me Plot No. 9 Kwabena Atta Road Boaso. Kumasi in the Ashanti Region of Ghana to conduct my fellowship meetings thereon.
3. Somewhere at the later part of 2017 I noticed that the defendant had wanted to erect a wooden structure partly on Plot No. 9 Kwabena Atta Road Boaso belonging to the Plaintiffs.
4. I informed him immediately that his wooden structure was partly on the land of the Plaintiffs and he refrained from so doing.
5. Thereafter I grew coconut seedlings on the boundary between Plot No. 9 Kwabena Atta Road Boaso and Plot No. 11 Kwabena Atta Road Boaso which belongs to the Defendant so as to prevent future occurrence of trespass from the Defendant.
6. The Defendant however indignantly removed the seedling for reasons best known to him.
7. After a while I noticed that he had started his foundation, at the very portion of Plot No. 9 Kwabena Atta Road where he wanted to erect his wooden structure.



- 8. I immediately informed him that he was in error again. I also called the 1<sup>st</sup> plaintiff to inform him about the trespass and he in turn called the defendant to desist from trespassing on his land.
- 9. The Defendant admitted his error but however continued with his building.
- 10. I believe that the defendant is using cunning ways to take the Plaintiffs land from them.

STATEMENT OF TRUTH

I, EVANS GYAU, of BOHYEN AMPAME in the Ashanti Region of Ghana do verify that the statement given is true to the best of my knowledge and belief after same has been read over and explained to me by AKUA SERWAA AMPONG in the Twi language and I understood before making my mark.



(SIGNATURE OF EVANS GYAU)

DATED AT O&A LEGAL CONSULT THIS 29<sup>th</sup> DAY OF MAY, 2018.



MICHAEL GYANG OWUSU ESQ.,  
 O&A LEGAL CONSULT  
 SOLICITOR FOR THE PLAINTIFFS  
 LICENSE NO. AR 15505/18  
 CHAMBERS REG. NO. PP0003761/18  
 O&A LEGAL CONSULT  
 BARRISTERS, SOLICITORS  
 & NOTARIES PUBLIC  
 P. O. BOX 6376  
 PLT. 50 BLK. A. OLD AHINSAN-KSI.

THE REGISTRAR  
CIRCUIT COURT  
KUMASI.

AND COPY FOR SERVICE ON THE DEFENDANT OR HIS SOLICITOR  
MATTEW APPIAH ESQ., EXCELLENCE LAW CONSULT, KUMASI.



592

IN THE CIRCUIT COURT  
KUMASI/ASHANTI

SUIT NO. A1/47/18

1. KOFI ANTWI BOSIAKO  
2. LETICIA ANTWI BOSIAKO  
ALL OF H/NO 7 BURNHAM PLACE  
PARRAMATTA 2151 SYDNEY NSW AUSTRALIA  
SUING PER THEIR LAWFUL ATTORNEY  
MOHAMMED TOFFIC SUMAILA OF  
H/NO PLOT 3 BLOCK 34 OLD TAFO, KUMASI

FILED DATE 12/16/18  
== PLAINTIFF  
12:47  
CIRCUIT COURT KUMASI

VRS

SAMUEL AFRIYIE OF  
K.O.41 KUMASI

}  
== DEFENDANT

WITNESS STATEMENT OF DEFENDANT

1. My name is Samuel Afriyie popularly referred to as chief.
2. I live at Asuoeyeboah, Kumasi. I am a trader.
3. I don't know the plaintiffs in this action. I know the alleged attorney of the plaintiffs.
4. I bought my land Ploty No Kwabena Atta Road Boaso from one Osei Kwame who told me he is a brother of 1st plaintiff.
5. I say that the plaintiffs lack the capacity to mount this present action against me.
6. After I had purchased the plot from Osei Kwame he took me to the chief.

2018  
2018  
6/18

The chief issued me an allocation note and site plan. I wish to tender them as **EXHIBIT 1 and 2**

10.000  
3000  
2000

8. The plot of land is 11 Kwabena Atta road, Boaso Kumasi

CASH RECEIPT  
20 JUN 2018  
TELLER 411

9. I went onto the land and started developing same.

10. Nobody laid any claim and or hindrance when I was developing same and the plaintiffs' claim that they asked me to stop any alleged trespass is clearly unfounded and without any factual basis.

11. In fact I have almost completed the house. I have roofed same and left with a few things on the house to fully complete same. I wish to tender pictures of the said development and mark them as **EXHIBIT 3 series**.

12. My land is separate and distinct from the Plaintiffs' plot and I have not encroached on anybody's plot.

STATEMENT OF TRUTH

Samuel A. Frye.....I.....make this statement of truth.



SIGNATURE

14/06/08.....

DATE

**COPY FOR SERVICE ON THE PLAINTIFFS OR THEIR LAWYER MICHEAL GYAN OWUSU ESQ OF O & A LEGAL CONSULT OLD AHINSAN ESTATE(DAYBREAK HOUSE) KUMASI**



REPUBLIC OF GHANA

**WRIT OF SUMMONS**  
(Order 2 rule 3(1))

111  
03/07/2016

WRIT ISSUED FROM: ..... 20..... SUIT No. ....

**IN THE HIGH COURT OF JUSTICE**  
**SUNYANI-BRONG AHAFO REGION**

BETWEEN

**ALBERT APPIAH BOATENG**  
**NO A39/1, DUAYAW NKWANTA**  
AND

Plaintiff:

Defendant:

**NATIONAL HEALTH INSURANCE AUTHORITY**

To

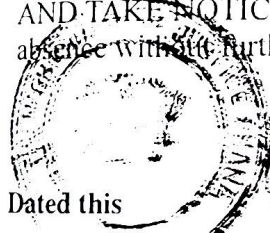
SUNYANI

AN ACTION having been commenced against you by the issue of this writ by the above-named Plaintiff **ALBERT APPIAH BOATENG, NO A39/1, DUAYAW NKWANTA**

YOU ARE HEREBY COMMANDED that within EIGHT DAYS after service of this Writ on you inclusive of the day of service you do cause an appearance to be entered for you.

**NATIONAL HEALTH INSURANCE AUTHORITY**

AND TAKE NOTICE that in default of your so doing, judgment may be given in your absence with ~~500~~ further notice to you.



Dated this ..... day of New ..... 20.....

SEALD 11-11-2015 at 3pm  
Chief Justice of Ghana  
HIGH COURT REGISTRAR

GEORGINA T WOOD MRS.

NB: This writ is to be served within twelve calendar months from the date of issue unless, it is renewed within six calendar months from the date of that renewal.

The defendant may appear hereto by filing a notice of appearance either personally or by lawyer at Form 5 at the Registry of the Court of issue of the writ at ..... A defendant appearing personally may, if he desires, give notice of appearance by post.

\*State name, place of residence or business address of plaintiff if known (not P. O. Box number).

\*State name place of residence or business address of defendant (not P. O. Box number).

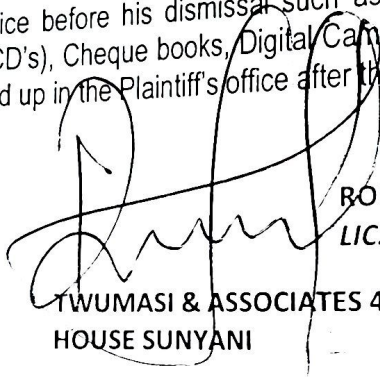


STATEMENT OF CLAIM

The Plaintiff's Claim is for:

- (a) Declaration by the Honourable Court that the dismissal of the plaintiff from the Defendant institution is unlawful and against the rules of natural justice.
- (b) An order from the Honourable Court to compel the defendant to reinstate the plaintiff forthwith.
- (c) Specific damages for the unlawful dismissal of the plaintiff from September 2015 till date of judgment.
- (d) General damages against the defendant for the loss of income and the denial of the plaintiff the right to provide economic needs of his nuclear and some extended family members and mental agony/stress that the plaintiff has gone through.
- (e) An order of the Honourable Court to compel the Defendant's Institution to surrender all personal items of the Plaintiff left at his office before his dismissal such as; Laptop, External Hard Drive, Tablet, Pen drives, Compact Disc(CD's), Cheque books, Digital Camera, Electronic Charger, Laptop bag and other items that were locked up in the Plaintiff's office after the dismissal.

This writ was issued by  
 whose address for service is  
 Agent for PLAINTIFF



ROBERT TWENE ESQ.  
 LIC. NO. BA 10285/15

TWUMASI & ASSOCIATES 4<sup>TH</sup> FLOOR COCOA  
 HOUSE SUNYANI

Lawyer for the plaintiff

ROBERT TWENE ESQ.

BEREKUM

who resides at

Indorsement to be made within 3 days after service

This writ was served by me at "Sunyani"

On the defendant National Health Insurance Authority  
 Ms. Solomon  
 on the 11<sup>th</sup> day of November 2015  
 endorsed the 11<sup>th</sup> day of November 2015

Signed 

Address 

IN THE HIGH COURT OF JUSTICE  
SUNYANI, BRONG AHAFO REGION

2

ALBERT APPIAH BOATENG  
NO A39/1, DUAYAW NKWANTA

FILED ON 11-11-2015  
AT 11:00 AM/PM  
PLAINTIFF  
REGISTRAR  
COURT

VRS.

NATIONAL HEALTH INSURANCE AUTHORITY

DEFENDANT

PLAINTIFF SHALL DIRECT SERVICE

STATEMENT OF CLAIM

1. The Plaintiff is a former employee of the Defendant Institution and resides at Duayaw Nkwanta in the Brong Ahafo Region of Ghana and was the Management Information System Manager of the Defendant's Institution in the Tano North District branch of the Defendant
2. The Defendant Institution is a body that has been registered under the laws of Ghana and has its Headquarters in Accra and is responsible for the registration of citizens of the Republic of Ghana who wants to access healthcare
3. The Plaintiff states that in and around 2008 he made an application for employment at the Defendants Institution.
4. The Plaintiff repeats the immediate preceding paragraph and states that, having submitted his educational qualifications he was offered a job by the then Tano North Health Insurance Scheme on the 25/09/2008 as the Management Information System Officer which he accepted.
5. The Plaintiff states that having accepted the offer he was put on probation for a period of six months after which the Plaintiff was given a permanent appointment by the then Tano North Health Insurance Scheme in 25/08/2009.
6. The Plaintiff states that as the Management Information System Manager, he was to design suitable information system for the necessary data collection and administration and to select, train and supervise data collectors and ensure that, they collect data for the Scheme and providers from the various communities.
7. The Plaintiff states that during 25/8/2009 that he was given the permanent appointment at the Defendants Institution he has discharged his duty diligently without fear or favour.

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2565871M  
13-11-2015

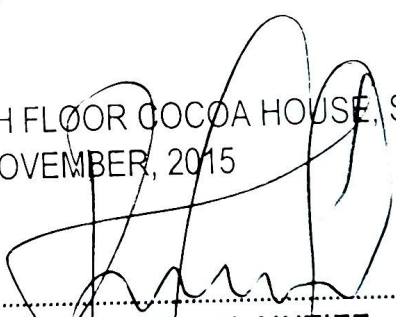
10 2015  
ORIGINAL SERVICE

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- 4
- 3
8. The Plaintiff states that on the 26/10/2015 he received a dismissal letter from the Defendant Institution dismissing his contract of employment with the Defendant institution.
  9. The Plaintiff states that before the dismissal letter from defendant was not invited by the Defendant Institution to give him the opportunity to be heard.
  10. The Plaintiff states that at any material time necessary he has presented his certificate issued to him by the University of Cape Coast with the serial number **240366** by the name **Albert Boateng Appiah** to secure a job.
  11. The Plaintiff states that before he was dismissed by the Defendant he was earning GHC 1,800 on Monthly basis.
  12. The Plaintiff states that after his dismissal he has tried all possible means available to mitigate his lost but all efforts have proved unsuccessful.
  13. The Plaintiff states that he has incurred severe damage as a result of the dismissal by the Defendant's Institution since he cannot make ends meet and take care of his entire family members.
  14. The Plaintiff shall seek leave of the Honourable Court to tender relevant documents during the trial.
  15. Wherefore the Plaintiff claims the reliefs endorsed on the writ of summons.

DATED AT TWUMASI & ASSOCIATES, 4TH FLOOR COCOA HOUSE, SUNYANI  
THIS 11TH DAY OF NOVEMBER, 2015

  
.....  
SOLICITOR FOR PLAINTIFF  
ROBERT TWENE ESQ.  
LIC. NO. BA 10285/15

THE REGISTRAR  
HIGH COURT  
SUNYANI, B/A

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN



IN THE SUPERIOR COURT OF JUDICATURE  
IN THE HIGH COURT OF JUSTICE  
SUNYANI- A.D. 2015

24-11-2015  
REC. STAMP  
SUNYANI HIGH COURT

SUIT NO. C13/17/2016

ALBERT APPIAH BOATENG  
NO. A39/1, DUAYAW NKWANTA

PLAINTIFF

VRS

NATIONAL HEALTH INSURANCE AUTHORITY  
SUNYANI.

DEFENDANT

NOTICE OF ENTRY OF CONDITIONAL APPEARANCE

PLEASE TAKE NOTICE that the Defendant herein has this day entered conditional appearance to the above-mentioned suit through its Solicitor TONY LITHUR whose address for service is as follows:-

LITHUR BREW & COMPANY  
H/No. 1108, 1<sup>ST</sup> KADE CLOSE  
KANDA ESTATES,  
ACCRA  
LICENSE NO. GAR 09852/15

DATED AT LITHUR BREW & COMPANY, ACCRA THIS 16<sup>TH</sup> DAY OF NOVEMBER 2015

TONY LITHUR  
SOLICITOR FOR DEFENDANT  
LICENSE NO. GAR 09862/15

THE REGISTRAR  
HIGH COURT  
SUNYANI

AND TO THE PLAINTIFF HEREIN OR HIS SOLICITOR, ROBERT TWENE ESQ., TWUMASI & ASSOCIATES, 4<sup>TH</sup> FLOOR COCOA HOUSE, SUNYANI.

118629212  
118634400  
24-11-2015  
CERTIFIED TRUE COPY  
[Signature]  
HIGH COURT, SUNYANI

CERTIFICATE

Cond Appr - 500  
Ser - 200

[Signature]  
24-11-2015  
G.H. T. E.



5

I, Registrar of the Court certify that Conditional Appearance to the Plaintiff's Writ was entered by the Defendant on this ..... day of November, 2015.

Signature: .....

THE REGISTRAR  
HIGH COURT  
SUNYANI

IN THE SUPERIOR COURT OF JUDICATURE  
IN THE HIGH COURT OF JUSTICE  
SUNYANI—A.D. 2015

FILED ON 9/22/2015  
10:20 AM/PM  
CLERK OF COURT  
SUNYANI  
SUNYANI NO: 69/17/2016

ALBERT APPIAH BOATENG  
NO. A39/1, DUAYAW NKWANTA

PLAINTIFF

VRS

NATIONAL HEALTH INSURANCE AUTHORITY  
SUNYANI.

DEFENDANT

STATEMENT OF DEFENCE

1. Save as herein after expressly admitted Defendant denies each and every allegation of fact contained in the Statement of Claim as if same were set out in extenso and denied seriatim.
2. The Defendant admits Paragraphs 1 and 2 of the Statement of Claim.
3. In further response to Paragraph 2 of the Statement of Claim Defendant states that it is established by an Act of Parliament, namely the National Health Insurance Act 2012 (Act 852) and is responsible for licensing, monitoring and regulating the operation of health insurance schemes in Ghana.
4. The Defendant admits Paragraph 3 of the Statement of Claim and states in further response that by a letter dated April 14, 2008 Plaintiff applied for the post of Information Management System Manager (IMSM) in the then Tano North District Health Insurance Scheme (TNDHIS). The application letter included the Plaintiff's curriculum vitae and copies of all relevant certificates in support of the application.
5. Defendant states in further response to the said Paragraph 3 of the Statement of Claim that Plaintiff in the said application letter stated his academic qualifications as follows:

*"I hold a Bachelor degree in Mathematics and Statistics from the University of Cape Coast. In addition to my educational background, I achieved Diploma in computer software from James Watt College of Further and Higher Education Scotland, certificate in information and communication technology (ICT), Certificate in SPSS and STATA from University of Cape Coast and GASS, Course Certificate from North Carolina University at Chapel Hill USA".*

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JUDICIAL SERVICE

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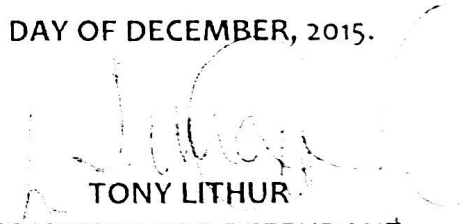


- 8
6. Defendant states further that Plaintiff submitted as part of his application, a Bachelor of Education Certificate in Mathematics with first class honours from the University of Cape Coast with serial number 102856 purportedly issued to him in 2007 as evidence of his educational qualification although he did not graduate from the said university at the time.
  7. Defendant admits Paragraphs 4, 5 and 6 of the Statement of Claim.
  8. In specific response to Paragraph 4 of the Statement of Claim, Defendant states that based on Plaintiff's stated qualifications, the then TNDHIS by letter dated August 25, 2009 confirmed Plaintiff as a permanent staff of the TNDHIS after completing a six month probationary period. The appointment took retrospective effect from October 1, 2008.
  9. Defendant denies Paragraph 7 of the Statement of Claim and puts Plaintiff to strict proof of the averments contained therein.
  10. Defendant admits Paragraph 8 of the Statement of Claim and states that Plaintiff's dismissal was premised on a report of a Disciplinary Committee set up by the Defendant institution to investigate a case that Plaintiff allegedly forged the Bachelor of Education in Mathematics certificate purportedly issued by the University of Cape Coast in 2007 with which he had secured employment with then TNDHIS.
  11. Defendant states further that the investigation by the Disciplinary Committee was prompted by a letter dated September 1, 2015 from the Bureau of National Investigations (BNI) which contained findings among others that Plaintiff was employed by the TNDHIS on the strength of forged Bachelor degree certificate he purportedly obtained from the University of Cape Coast in 2007. The BNI letter further stated that Plaintiff presented the same Bachelor degree certificate to the British High Commission, Accra in support of his application for a United Kingdom Visa.
  12. The British High Commission, Accra found the documents were forged and referred Plaintiff to the Ghana police which investigated and found the certificates were forged. Plaintiff was charged with the offence of forgery of documents and convicted and sentenced by an Accra Circuit Court to a fine of two hundred Ghana Cedis (GHC200.00).
  13. The Defendant denies Paragraph 9 of the Statement of Claim and puts Plaintiff to strict proof of the averments therein. Defendant states in further denial that Plaintiff was in accordance with the Collective Agreement invited by letter dated September 14, 2015 to respond in writing to the report of the BNI as well as to appear before the Disciplinary Committee to state his case but he refused to honour both invitations.

The disciplinary committee subsequently proceeded to evaluate the available evidence and submitted its report which made adverse findings against Plaintiff.

- 14. Defendant denies Paragraph 10 of the Statement of Claim and puts Plaintiff to strict proof. In further denial of the said Paragraph 10 Defendant states that as part of his application for employment to the then TNDHIS, Plaintiff submitted a Bachelor of Education certificate in Mathematics with first class honours purportedly obtained from the University of Cape Coast with serial number 102856 issued to him in 2007 as evidence of his educational qualification.
- 15. Defendant admits Paragraph 11 of the Statement of Claim.
- 16. Defendant is not in the position to admit or deny Paragraph 12 of the Statement of Claim.
- 17. Paragraph 13 of the Statement of Claim is denied and Defendant puts Plaintiff to strict proof of the averments contained therein.
- 18. Defendant states that Plaintiff is not entitled to any of the reliefs endorsed on the Writ of Summons and prays this Honourable Court to dismiss same.

DATED AT LITHUR BREW & COMPANY IN ACCRA THIS 7<sup>TH</sup> DAY OF DECEMBER, 2015.

  
**TONY LITHUR**  
**SOLICITOR FOR DEFENDANT**  
 (LICENCE NO. GAR 09862/15)

THE REGISTRAR  
HIGH COURT  
SUNYANI

AND TO THE ABOVE NAMED PLAINTIFF OR HIS SOLICITOR, ROBERT TWENE ESQ., IWUMASI & ASSOCIATES, 4<sup>TH</sup> FLOOR COCOA HOUSE, SUNYANI.



10  
IN THE HIGH COURT OF JUSTICE  
SUNYANI BRONG AHAFO REGION

FILED ON 14/12/15  
AT 10:57 AM  
SUIT NO. 013/17/2016  
IN THE HIGH COURT  
PLAINTIFF/APPLICANT

ALBERT APPIAH BOATENG -----

VRS.

NATIONAL HEALTH INSURANCE AUTHORITY -----

DEFENDANT

REPLY

1. The plaintiff joins issues with the defendant on his defence filed on the 9/12/15.
2. The plaintiff admits paragraphs 1, 2 and 3 of the statement of defence.
3. The plaintiff denies paragraphs 4, 5, 6, 8, 10, 11, 12, 13, 14, 17 and 18 of the defence.
4. The plaintiff in reply to paragraph 4 of the defence states that he never attached any educational certificate to his application.
5. The plaintiff repeats the immediate preceding paragraph and replies that having been given a permanent appointment on 25/08/09 the plaintiff was asked to submit his University Certificate with the exception of the IT Certificates which he had submitted earlier.
6. Paragraph 6 of the defence is vehemently denied and never submitted Bachelor of Education Certificate in Mathematics with First class and apart from Certificate with serial number 240366 issued to the plaintiff by the University of Cape Coast.
7. Paragraph 8 of the defence is vehemently denied and replies that the plaintiff was given permanent appointment by the defendant institution based on his satisfactory performance assigned to him during his probation period.
8. Paragraphs 10 and 11 are denied and in reply the plaintiff states that he was not given the opportunity to appear before the purported Disciplinary Committee set up by the Defendant institution which recommended that the plaintiff be dismissed.
9. The plaintiff repeats the immediate preceding paragraph and avers further per the dismissal letter written and handed over to him by the defendant institution categorically stated that the plaintiff was dismissed contrary to section 37.3(c) of the collective Agreement of the Defendant institution.

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14 DEC 2015

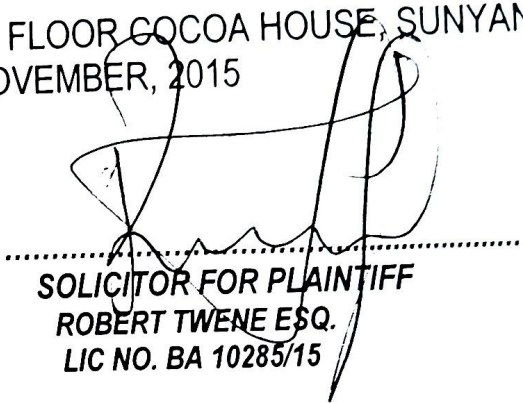


11  
10. Paragraph 12 of the defence is denied and put the defendant to strict proof.

11. Paragraph 13 is denied and in reply states that he was only given a query letter which the plaintiff responded on 15/09/15 through via corporate mail which the plaintiff never heard anything again until he received his dismissal letter on the 26/10/15.

12. Wherefore the plaintiff is entitled to the reliefs seeking on his writ of summons.

DATED AT TWUMASI & ASSOCIATES, 4<sup>TH</sup> FLOOR COCOA HOUSE, SUNYANI  
THIS 25<sup>TH</sup> DAY OF NOVEMBER, 2015



SOLICITOR FOR PLAINTIFF  
ROBERT TWENE ESQ.  
LIC NO. BA 10285/15

THE REGISTRAR  
HIGH COURT  
SUNYANI, B/A

ROBERT TWENE ESQ  
B.A. (HONS) LL.B. (HONS) (HON)  
TWUMASI & ASSOC  
4<sup>TH</sup> FLOOR COCOA HOUSE  
SUNYANI

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN OR IT SOLICITOR LITHUR  
BREW & COMPANY, KANDA ESTATE - ACCRA

12  
**IN THE SUPERIOR OF JUDICATURE  
IN THE HIGH COURT OF JUSTICE  
SUNYANI-A/D/ 2015**

ALBERT APPIAH BOATENG  
H/NO. A39/1, DUAYAW NKWANTA

SUIT NO. C13/17/2016  
PLAINTIFF

VRS.

DEFENDANT

NATION HEALTH INSURANCE AUTHORITY  
SUNYANI

RECEIVED  
SUNYANI HIGH COURT

**APPLICATION FOR DIRECTIONS**

PLEASE TAKE NOTICE that the plaintiff shall apply to His Lordship the Judge, High Court, Sunyani on 14<sup>th</sup> the 12<sup>th</sup> day of Dec 2015 at 9:00 O'clock in the forenoon or soon thereafter for the hearing of an Application for Directions in this matter.

- i. Whether or not the plaintiff contract of employment with the defendant institution was unlawfully dismissed?
- ii. Whether or not the Defendant failed to give the plaintiff an opportunity to be heard?
- iii. Whether or not the plaintiff can be dismissed by the Defendant institution on a provision in its Collective Agreement retrospectively?
- iv. Whether or not the plaintiff forged his degree /certificate to secure a job at then Tano North District Health Insurance Scheme?
- v. Whether or not the plaintiff is entitled to the reliefs endorsed on his Writ of summons.
- vi. Any other issue (s) raised by the pleadings.
  1. That a short date be fixed for the hearing of this application.
  2. That the costs of this application be costs in the cause with liberty to apply.

DATED AT TWUMASI & ASSOCIATES, 4<sup>TH</sup> FLOOR COCOA HOUSE, SUNYANI THIS 15<sup>TH</sup> DAY OF DECEMBER, 2015.

*Dr 20-10*  
*Sev 20-10*

SOLICITOR FOR PLAINTIFF  
ROBERT TWENE ESQ  
LIC NO. BA 10285/15

THE REGISTRAR  
HIGH COURT  
SUNYANI, B/A.

16 DEC 2015  
JUDICIAL SERVICES

ROBERT TWENE ESQ  
ATTORNEY AT LAW (HONORARY)  
TWUMASI & ASSOCIATES  
4TH FLOOR COCOA HOUSE  
SUNYANI

AND COPY FOR SERVICE ON THE DEFENDANT OR ITS SOLICITOR TONY LITHUR OF LITHUR & COMPANY, ACCRA.

86 956 R.  
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IN THE SUPERIOR COURT OF JUDICATURE  
IN THE HIGH COURT OF JUSTICE  
SUNYANI - A.D. 2016

FILED ON

AT 10:50 AM/PM

13-1-2016  
SUIT NO. 13-1-2016 COURT

ALBERT APPIAH BOATENG  
NO. A39/1, DUAYAW NKWANTA

PLAINTIFF

VRS

NATIONAL HEALTH INSURANCE AUTHORITY  
SUNYANI.

DEFENDANT

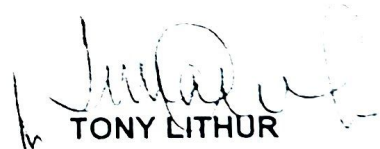
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APPLICATION FOR FURTHER DIRECTIONS - ORDER 32 RULE 4 OF C. I. 47  
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Please take notice that Counsel for the Defendant shall move this Honourable Court at the hearing of the Application for Direction for an order adopting the issue stated herein as an additional issue for trial.

ADDITIONAL ISSUE:

Whether or not the Plaintiff submitted his education Certificate in Mathematics with First Class with serial no. 102856 or certificate with serial no. 240366 to the Defendant as part of his application for employment.

DATED AT LITHURBREW & COMPANY, ACCRA THIS 12<sup>TH</sup> DAY OF JANUARY, 2016



TONY LITHUR  
SOLICITOR FOR DEFENDANT  
LICENCE NO. GAR09862/15

THE REGISTRAR  
HIGH COURT  
SUNYANI

REGISTRAR  
HIGH COURT  
SUNYANI

AND TO THE ABOVE NAMED PLAINTIFF OR HIS SOLICITOR, ROBERT TWENE ESQ., TWUMASI & ASSOCIATES, 4<sup>TH</sup> FLOOR COCOA HOUSE, SUNYANI.

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13-1-2016



16  
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IN THE HIGH COURT OF JUSTICE  
SUNYANI BRONG AHAFO REGION

SUIT NO. C13/17/2016

ALBERT APPIAH BOATENG  
VRS.

PLAINTIFF/APPLICANT

NATIONAL HEALTH INSURANCE AUTHORITY

DEFENDANT

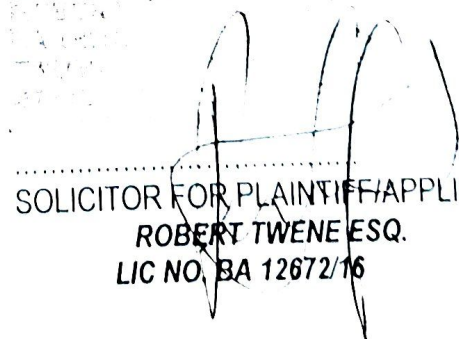
MOTION EX-PARTE

MOTION EX-PARTE by ROBERT TWENE ESQ. Counsel for and on behalf plaintiff/Applicant praying this Honourable Court for an order to compel the defendant institution to release the following items: LAPTOP (HP) and its charger (F3 - 08042097120G) containing software/programs personal data, Tablet (1-inn Adroid) containing back-up software, project data, mobile phone (google-star Text with inserted Airtel chip) compaq disc containing programs, oracle software radio (1) mobile chargers, modem (Vodafone - 0207402750) House keys, digital camera (1), pen drives (2), cheque books, ATM Card (1), dairy (1) personal documents on the MIS office's Desktop computer. IT books, laptop bag (1) containing personal items which the Applicant left at the office on his contract of employment with the defendant was dismissed as per the grounds stated in the accompanying affidavit.

AND /FOR any such further Order(s) as the Honourable Court will deem fit to make.

COURT TO BE MOVED ON WED the 10th day of FEB 2016 at 9:00 forenoon or so soon thereafter as Counsel for the Applicant may be heard.

DATED AT TWUMASI & ASSOCIATES 4<sup>TH</sup> FLOOR COCOA HOUSE, SUNYANI.  
THIS 8TH DAY OF FEBRUARY, 2016

  
SOLICITOR FOR PLAINTIFF/APPLICANT  
ROBERT TWENE ESQ.  
LIC NO. BA 12672/16

THE REGISTRAR  
HIGH COURT  
SUNYANI, B/A.

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Moham-San  
118-SUNYANI  
19 FEB 2016

17  
9-2-2016  
AT... 9.55 AM  
SUNYANI HIGH

**IN THE HIGH COURT OF JUSTICE**  
**SUNYANI BRONG AHAFO REGION**

ALBERT APPIAH BOATENG

PLAINTIFF/APPLICANT

VRS.

NATIONAL HEALTH INSURANCE AUTHORITY

DEFENDANT

**AFFIDAVIT IN SUPPORT**

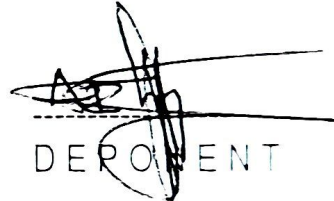
I, ALBERT APPIAH BOATENG of Duayaw Nkwanta in the Brong-Ahafo Region of Ghana hereby make this oath and say as follows:

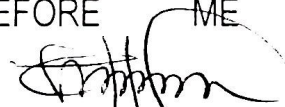
1. That I am Plaintiff/Applicant and the deponent herein.
2. That I have commenced the present action against the Defendant seeking the reliefs endorsed on the writ of summons.
3. That the plaintiff/Applicant states that in the year 2008 he was employed as Management Information System Officer at the then Tano North District Health Insurance Scheme
4. That the Applicant states that having accepted the offer he was put on probation for 6 months period after which the applicant was given a permanent appointment.
5. That the Applicant was to design suitable information system for the necessary data collection and administration and to select, train and supervise data collectors and ensure that they collect and ensure that they collect data for scheme and providers from various communities in and around the district
6. That the applicant states that on the 25/08/09 the applicant was given a permanent appointment by the plaintiff institution after he had discharged his duties diligently without fear or favour.
7. That the applicant states that on the 26/10/15 he received a dismissal letter from the defendant in dismissing him.
8. That the Applicant states that before his dismissal he was not given the opportunity to be heard.
9. That the Applicant on that faithful day reported to work and went for break and returned only to be told that he had been dismissed.
10. That having been told this he was not given opportunity to go back to the office where he was executing his duties at the defendant institution to take any of his personal items sent to work as well as other assets which belong to him from the work place.

- 11. That several efforts have been made by the applicant to have all those personal items retrieve but all efforts have proved abortive.
- 12. That the Applicant repeats the immediate preceding paragraph and states that he has been prevented from having access to his personal belongings by the Acting Regional Director by name Aminu Yakubu and one Effah Duodu Samuel the Claims officer of Tano North Health Insurance who has locked the office of the Applicant from having access to his personal items left at office.
- 13. That the items which the Applicant left at the office are very expensive and if the Honourable Court does not grant the order for him to have access to those items it will cause irreparable damage to the Applicant which he cannot be adequately compensated.
- 14. That in the circumstance I pray the Honourable Court to order the Acting Regional Director of National Health Insurance Scheme (NHIS) by name Aminu Yakubu and Effah Duodu Samuel the claims officer of the Tano North Nsurance Scheme to release all the items mentioned supra to the Applicant so that an irreparable damage will not be caused to me.
- 15. Wherefore I swear to this affidavit accordingly.

SWORN AT Sunyani THIS 9th  
 DAY OF Feb 2016

}

  
 DEPONENT

BEFORE ME  
  
 COMMISSIONER FOR OATHS  
**REGISTRAR**  
**DISTRICT COURT**  
**SUNYANI S/A**



IN THE HIGH COURT OF JUSTICE  
SUNYANI, BRONG AHAFO REGION

23  
15-2-26  
FILED ON 15-2-26  
AT 10:30 AM/PM  
REGISTRAR  
SUNYANI  
SIGNATURE

ALBERT APPIAH BOATENG  
NO A39/1, DUAYAW NKWANTA

VRS.

NATIONAL HEALTH INSURANCE AUTHORITY

DEFENDANT

HIGH COURT (CIVIL PROCEDURE) AMENDMENT  
RULES, 2014

"Form 13A"

Pre-trial check list  
(order 32 rule 7A (2))

Pleadings

1. (a) Do you intend to make any amendment to your pleadings? Yes
- (b) If so when: **Not yet determined.**

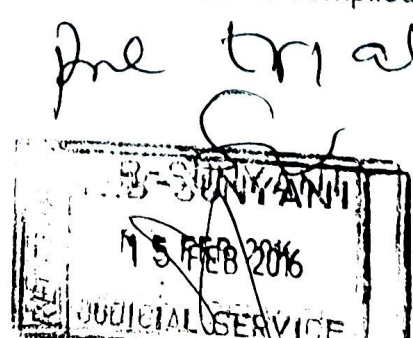
Interrogatories

2. (a) Are any interrogatories outstanding? **No.**
- (b) If so, when served and upon whom? **Not applicable.**

Evidence

3. (a) Have all orders in relation to expert, factual and hearsay evidence been complied with? **Yes.** If no, specify what remains outstanding? **Not Applicable.**
- (b) Do you intend to serve/seek leave to serve any further report or statement? **No.**  
If so when, what report or statement? **Not applicable.**
- (c) Have all other orders in relation to oral evidence complied with? **Yes.**

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15-2-2016



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(d) Do you require any further leave or orders in relation to evidence? **No** if so please specify and say when you will apply. **Not applicable.**

4. (a) What witness of fact do you intend to called?

(i) **CYNTHIA FOKUO**

(ii) **NANA CHARLES ADUSE-POKU**

(b) What expert witness do you intend to call? **None.**

(c) Will any witness require an interpreter? Yes. If so which interpreter?  
**Akan/Twi.**

#### **Documents**

5. (a) Have all orders in relation to discovery complied with? **Yes.**

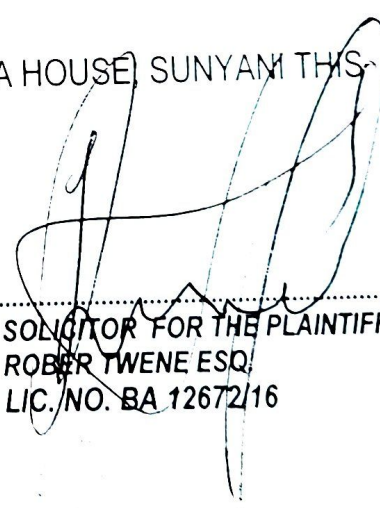
(b) if not, what orders are outstanding? **None.**

(c) Do you intend to apply for any further orders relating to discovery? **No.**

(d) If so, what and when? **Not applicable.**

6. When did you lodge paginated bundles of fully legible documents for the use of counsel and the Court? **None has been lodged.**

DATED AT TWUMASI & ASSOCIATES, 4TH FLOOR COCOA HOUSE, SUNYANI THIS  
12TH DAY OF FEBRUARY, 2016

  
SOLICITOR FOR THE PLAINTIFF  
ROBERT TWENE ESQ.  
LIC. NO. BA 12672/16

THE REGISTRAR  
HIGH COURT  
SUNYANI

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN OR TONY LITHUR OF LITHUR  
BREW CHAMBERS, ACCRA

**IN THE HIGH COURT OF JUSTICE**  
**SUNYANI, BRONG AHAFO REGION**

ALBERT APPIAH BOATENG  
NO A39/1, DUAYAW NKWANTA

26  
FILED ON 15 2 2016  
AT 8:32 AM/PM  
PLAINTIFF  
REGISTRAR  
SUNYANI HIGH COURT

VRS.

NATIONAL HEALTH INSURANCE AUTHORITY } ----- DEFENDANT

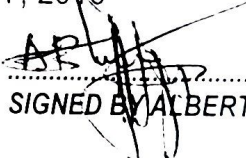
**WITNESS STATEMENT OF THE PLAINTIFF HEREIN**  
**ALBERT APPIAH BOATENG ORDER 38 R 3 OF C.I. 47 AS AMENDED BY C.I. 87**

1. That my name is Albert Appiah Boateng and live in Duayaw Nkwanta.
2. That I am a former employee of the Defendant Institution
3. That I was the Management Information System Manager of the Defendant's Institution in the Tano North District office of the Defendant.
4. That around 2008 I made an application for employment at the Defendants Institution.
5. That I was offered a job by the then Tano North Health Insurance Scheme on the 25/09/2008 as the Management Information System Officer which I accepted.
6. That having accepted the offer I was put on probation for a period of six months after which the I was given a permanent appointment by the then Tano North Health Insurance Scheme in 25/08/2009.
7. That I was to design suitable information system for the necessary data collection and administration and to select, train and supervise data collectors and ensure that, they collect data for the Scheme and providers from the various communities.
8. That I state that during 25/8/2009 that I was given the permanent appointment at the Defendant's Institution I was discharged my duty diligently without fear or favour.
9. That on the 26/10/2015 I received a dismissal letter from the Defendant Institution dismissing my contract of employment with the Defendant institution.
10. That before my dismissal letter from defendant I was not invited by the Defendant Institution to give me the opportunity to be heard.



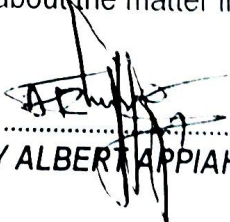
- 11. That I presented my certificate issued to me by the University of Cape Coast with the serial number **240366** by the name **Albert Boateng Appiah** to secure a permanent job.
- 12. That before I was dismissed by the Defendant I was earning GHC 1,800 on Monthly basis.
- 13. That after my dismissal I have tried all possible means available to mitigate my lost but all efforts have proved unsuccessful.
- 14. That I have incurred damage as a result of the dismissal by the Defendant's Institution since cannot make ends meet and take care of my entire family members.
- 15. That attached are relevant documents.
- 16. That I am entitled to the reliefs endorsed on the writ of summons.
- 17. Wherefore I swear to the contents of this affidavit.

DATED AT TWUMASI & ASSOCIATES, 4TH FLOOR COCOA HOUSE, SUNYANI THIS  
 12TH DAY OF FEBRUARY, 2016

  
 .....  
 SIGNED BY ALBERT APPIAH BOATENG

STATEMENT OF TRUTH  
ORDER 38 RULE 3C OF C.I. 47 AS AMENDED BY CI 87)

I, **ALBERT APPIAH BOATENG**  
 do say that the statement I have offered is true  
 and represents what I truly and honestly know about the matter in dispute.

  
 .....  
 SIGNED BY ALBERT APPIAH BOATENG

THE REGISTRAR  
 HIGH COURT  
 SUNYANI

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN

1. That my name is Cynthia Forkuo and live in Duayaw Nkwanta.
2. That I am a Pensioner/Retired Educationist.
3. That I was a member of the Board of Directors for Tano Norrth District Health Insurance Scheme from 2001-2008.
4. That I was the appointment committee Chair Person of the Board.
5. That I know the Plaintiff as well as the subject matter of dispute.
6. That I know the defendant as well as the subject matter of dispute.
7. That the position of Management information system Officer was advertised for potential applicants to apply.
8. That the Board was looking for a person with ICT knowledge and SPSS as well as Degree or HND.
9. That having applied the Plaintiff went through vetting by the technical committee and during vetting his certificates were verified.
10. That the Plaintiff passed the verification process and was subsequently referred to the interview Panel.
11. That at the time of doing the interview his Degree certificate was not ready so he had to show his transcripts.
12. That during the interview conducted the Plaintiff performed very well.
13. That the plaintiff was given time to supply his degree certificate before he could be employed permanently.

- 14. That having passed the interview the Plaintiff was recommended to the Board of Directors for employment.
- 15. That the Board Chairman approved and endorsed his appointment.
- 16. That it is never possible for a party to get appointment without verifying his Educational qualification.
- 17. WHEREFORE I swear to the content of this affidavit.

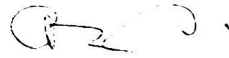
DATED AT TWUMASI & ASSOCIATES 4TH FLOOR, COCOA HOUSE SUNYANI, ON  
THIS 12<sup>TH</sup> FEBRUARY 2016



.....  
**SIGNED CYNTHIA FORKUO**

**STATEMENT OF TRUTH  
ORDER 38 RULES 3C OF C. I. 47 AS AMENDED BY CI 87**

*I, CYNTHIA FORKUO* do say that the statement I have offered is true and represents what I truly and honestly know about the matter in dispute.



.....  
**SIGNED CYNTHIA FORKUO**

THE REGISTRAR  
HIGH COURT  
SUNYANI-B/A

AND COPY FOR SERVICE ON DEFENDANT HEREIN DEFENDANT



**IN THE HIGH COURT OF JUSTICE  
AT SUNYANI, BRONG AHAFO REGION.  
A.D.2015**

FILED ON 15/2/2016  
10:32 AM  
REGISTER  
SUNYANI HIGH COURT

ALBERT APPIAH BOATENG  
H/NO. 39/1, DUAYAW NKWANTA

----- PLAINTIFF

VRS.

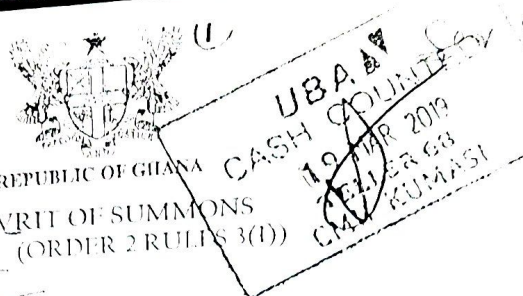
NATIONAL HEALTH INSSURANCE AUTHORITY

----- DEFENDANT

**WITNESS STATEMENT OF NANA CHARLES ADUSE- POKU HEREIN**

1. That my name is Nana Charles Aduse-Poku and live in Bomaa.
2. That I am a Chemical Seller and a Farmer and was a Vice Chairman and Chairman of the Board of Directors for the Tano North District Health Insurance Scheme.
3. That I know the Plaintiff as well as the subject matter of dispute.
4. That I know the defendant as well as the subject matter of dispute.
5. That the position of Management information system Officer was advertised for potential applicants to apply.
6. That the Plaintiff met the technical committee and appointment committee of the Tano North District Health Insurance Scheme comprising some of the Board members.
7. That the appointment committee then looked at requirements that have been put by the Board of Directors.
8. That the Plaintiff was then referred to the technical committee for verification of his educational certificates.
9. That the appointment committee then recommended the Plaintiff to the Board for approval and endorsement after he performed well at the interview conducted by the Board.

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19-3-19

30 - REPUBLIC OF GHANA  
20 WRIT OF SUMMONS  
(ORDER 2 RULES 3(I))  
10 -

IN THE HIGH COURT OF JUSTICE  
(COMMERCIAL DIVISION)  
KUMASI A.D. 2019

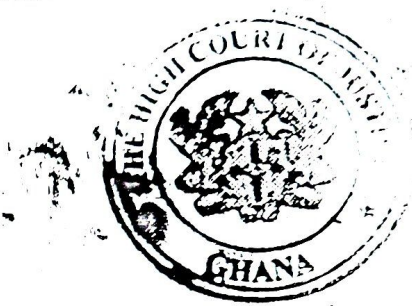
RPC/73/2019  
SUIT NO. ....

MULTI CREDIT SAVINGS & LOANS LTD.  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
TIN NO. C0006567738

PLAINTIFF

VRS.

- UNISECURITIES (GHANA) LIMITED  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA
  - HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH
- (PLAINTIFF SHALL DIRECT SERVICE)



DEPENDANTS  
FILED ON 19/3/19  
AT 12:00 pm  
REGISTRAR  
COMMERCIAL/LAND COURT  
KUMASI

AN ACTION having been commenced against you by the issue of this writ by the above-named Plaintiff;  
MULTI CREDIT SAVINGS & LOANS LTD.

YOU ARE HEREBY COMMANDED that within EIGHT DAYS after service of this writ on you inclusive of the day of service you do cause an appearance to be entered for. 1. UNISECURITIES (GHANA) LIMITED 2. HODA HOLDINGS LIMITED.

AND TAKE NOTICE that in default of your so doing, judgment may be given in your absence without further notice to you.

Dated this 19<sup>TH</sup> day of MARCH 2019.

Chief Justice of Ghana

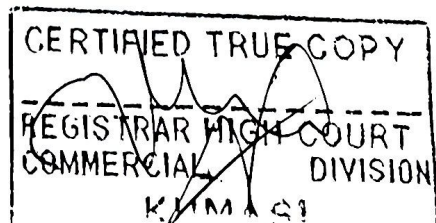
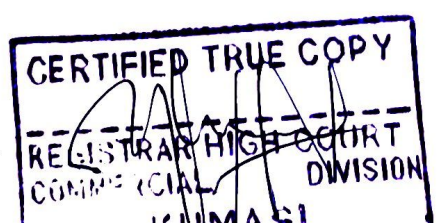
NB: This writ is to be served within twelve calendar months from the date of issue unless it is renewed within six calendar months from the date of that renewal.

The defendant may appear hereto by filing a notice of appearance either personally or by a lawyer in Form 5 at the Registry of the Court of issue of the writ at Kumasi and a defendant appearing personally may, if he desires, give notice of appearance by post. The Registrar, High Court, Kumasi.

State name, place of residence or business address of Plaintiff if know (not P.O. Box number).

State name, place of residence or business address of Defendant if know (not P.O. Box number).

P.T.O.





STATEMENT OF CLAIM

The Plaintiff claims against the Defendants herein jointly and severally as follows:

- A. An order for recovery from the Defendants jointly and severally the total GH¢89, 635,097.76 being investment undertaken by Plaintiff with the 1<sup>st</sup> Defendant and guaranteed by the 2<sup>nd</sup> Defendant and which investments have matured in December 2018 but Defendants have failed to honour due payment.
- B. Interest on the said sum of GH¢89, 635,097.76 at the prevailing bank rate from January 2019 until the date of final payment of the total sum by the Defendants.
- C. Cost including solicitor's fees and other costs occasioned by the instant suit.
- D. Any other reliefs that the court may seem just.

OR IN THE ALTERNATIVE

An Order by this Honourable Court for the judicial sale of the following properties mortgaged to the Plaintiff as security by Defendants to secure repayment of the Plaintiff's money:

- I. A Parcel number 45A, Independence Avenue, Accra.
- II. Plot numbers 26 & 27, Asylum Down, Accra.
- III. A 0.96 Acres Parcel of land, North Ridge Residential Area, Accra with Plan No. L.C.S/GAR 602A/AC 10064.
- IV. A 0.39 Hectares (0.98 Acres) Parcel of land, North Ridge Residential Area, Accra with Plan No. L.C.S/GAR 602A/AC 10062.
- V. A 2.056 Hectares (5.080 acres) Land situated at Tema Free Zones with Certificate of Title number TDA. 1410.

DATED AT THE LAW OFFICE OF KOFI ADDO & ASSOCIATES, KUMASI THIS 14<sup>TH</sup> DAY OF MARCH, 2019.

**KOFI ADDO & ASSOCIATES**  
**SOLICITORS**  
 OHENE AMANKWAH- GYAN  
 LAWYERS FOR THE  
 SOLICITORS FOR THE  
 CHAM. REG. PPOC  
 TIN NUMBER: POC0000

This writ was issued by: OHENE AMANKWAH- GYAN, ESQ.  
 Whose address for service is LAW OFFICE OF KOFI ADDO & ASSOCIATES  
 GROUND FLOOR, HOUSE OF GRACE  
 GUGGISBERG ROAD, OPP. P.W.D. CANTEEN  
 ADUM/KUMASI

Lawyer for the PLAINTIFF  
 Lawyer for the plaintiff

who resides at KUMASI

Enforcement to be made within 3 days after service  
 This writ was served by me at \_\_\_\_\_ on the defendant  
 on the \_\_\_\_\_ day of \_\_\_\_\_

Signed \_\_\_\_\_  
 Note: If the plaintiff's claim is for a liquidated demand only, further proceedings will be stayed if within the time limited for appearance the defendant pays the amount claimed to the plaintiff, his lawyer or his agent or into court as provided for in Order 2 rule 3(2).  
 Address: \_\_\_\_\_



SUIT NO:.....

MULTI CREDIT SAVINGS & LOANS LTD.  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA KUMASI  
TIN NO C0006567738

PLAINTIFF

VRS.

1. UNISECURITIES (GHANA) LIMITED  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA  
2. HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH

DEFENDANTS

(PLAINTIFF SHALL DIRECT SERVICE)

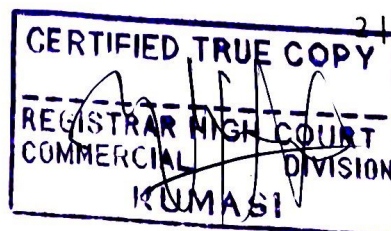
FILED ON 19/3/19  
AT 12:00pm  
REGISTERED  
COMMERCIAL / COURT  
KUMASI

## PLAINTIFF'S STATEMENT OF CLAIM

1. The Plaintiff is a non-banking financial institution registered under the laws of the Republic of Ghana, with its headquarters at Bantama with branches across the country.
2. The Plaintiff is engaged in the business of providing banking services including the granting of loans and related services to companies and individuals.
3. The 1<sup>st</sup> Defendant is a company registered under the laws of the Republic of Ghana to carry out financial services including financial investment.
4. The 2<sup>nd</sup> Defendant is a holding company registered under the laws of the Republic of Ghana with subsidiaries including Unibank (Ghana) Limited, Unicredit Ghana Limited, Star Assurance Company Limited, StarLife Assurance Company Limited, Unisecurities (Ghana) Limited, EIB Network Limited, Uniprecision Printing & Packaging Company Limited.
5. The Plaintiff repeats the immediately preceding paragraph and states further that the 2<sup>nd</sup> Defendant guaranteed the repayment of Plaintiff's investment with the 1<sup>st</sup> Defendant.
6. The Plaintiff avers and shall contend that between the months of January to November, 2018; it (Plaintiff) invested various sums of money with the Asafo Branch of the 1<sup>st</sup> Defendant Company at an agreed interest rate of between 31% to 33% for 182 to 365 days. (Plaintiff shall seek leave of the Honourable Court to tender in evidence the documents relating to the said investments).

CERTIFIED TRUE COPY  
REGISTERED  
COMMERCIAL / COURT  
DIVISION

- 4
7. The Plaintiff says the total amount of investments that it made with the 1<sup>st</sup> Defendant company totaled GH¢74,813,470.22.
  8. The Plaintiff repeats the immediately preceding paragraph and states further that the accrued interest for the said investments totaled GH¢14,821,627.54 as at 31<sup>st</sup> December, 2018.
  9. The Plaintiff avers and shall contend that the total value of its investments with the 1<sup>st</sup> Defendant totaled GH¢89,635,097.76 as at 31<sup>st</sup> December, 2018.
  10. The Plaintiff states and shall contend that the 2<sup>nd</sup> Defendant guaranteed repayment of the aforesaid investments of the Plaintiff together with the accrued interest with the 1<sup>st</sup> Defendant by executing repayment guarantee as surety together with all the subsidiaries as listed in paragraph 4 supra to secure the Plaintiff's investments.
  11. The Plaintiff avers and shall contend that by the terms and conditions of the aforesaid repayment guarantee, the 1<sup>st</sup> Defendant was obligated to pay the total principal sums invested together with the accrued interest thereon upon maturity unless the Plaintiff opted to rollover the said investments.
  12. The Plaintiff repeats the immediately preceding paragraph and states further that at its request, the 2<sup>nd</sup> Defendant provided further securities in the form of landed properties which were mortgaged in favour of the Plaintiff.
  13. The Plaintiff avers and shall contend that all the investments undertaken with 1<sup>st</sup> Defendant and guaranteed by 2<sup>nd</sup> Defendant which totaled GH¢89,635,097.76 have matured as at 31<sup>st</sup> December, 2018 by virtue of consolidation of the said investments by the Defendants and communicated to Plaintiff.
  14. The Plaintiff avers and shall contend that upon receipt of the said correspondence, it caused its Lawyers to notify the Defendants that Plaintiff was redeeming its investment with 1<sup>st</sup> Defendant and was therefore not interested in reinvesting the said sum of GH¢89,635,097.76 with the 2<sup>nd</sup> Defendant as suggested by 1<sup>st</sup> Defendant.
  15. The Plaintiff repeats the immediately preceding paragraph and states further that it requested for payment of the said investment sum.
  16. The Plaintiff avers and shall contend that contrary to their payment obligations the Defendants have neglected to honour due payment of the said sum of GH¢89,635,097.76.
  17. The Plaintiff repeats the immediately preceding paragraph and states further that by the tenor of the aforesaid repayment guarantee, the 2<sup>nd</sup> Defendant was obligated to redeem the value of the guaranteed investments in favour of Plaintiff upon failure by the 1<sup>st</sup> Defendant to honour its payment obligation to the Plaintiff.



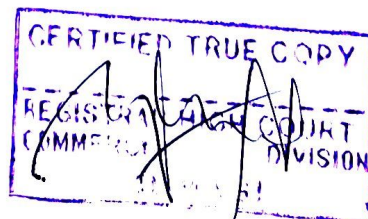


18. The Plaintiff further avers that the 1<sup>st</sup> Defendant has evinced no intention of performing its obligation as stated per paragraph 16 supra and that the default was duly communicated to the 2<sup>nd</sup> Defendant and thereby requesting for the redemption of the said guarantee in favour of Plaintiff as far back as 28<sup>th</sup> January, 2019.
19. The Plaintiff repeats the immediately paragraph and shall contend that contrary to the said guarantee, the 2<sup>nd</sup> Defendant has failed/neglected to take the necessary steps to make payment of the guaranteed investments to the Plaintiff despite persistent demands by the Plaintiff.
20. The Plaintiff avers and shall contend that all efforts to impress upon the 1<sup>st</sup> and 2<sup>nd</sup> Defendants to take the needed action to pay the investments totaling GH¢89, 635,097.76 which sum they are jointly and severally liable to pay to Plaintiff have proved futile.
21. The Plaintiff avers that by the conduct of the 1<sup>st</sup> Defendant, it has evinced no intention of paying the sum due and owing by it and that at the commencement of this suit, the 1<sup>st</sup> Defendant is indebted to the Plaintiff to the tune of GH¢89, 635,097.76, of which 1<sup>st</sup> Defendant together with the 2<sup>nd</sup> Defendants are jointly and severally liable to pay the sum of GH¢89, 635,097.76.
22. The Plaintiff says the Defendants have no legitimate legal defence to the present action.
23. Wherefore the Plaintiff claims against the Defendants herein jointly and severally for the reliefs endorsed in the writ of summons to wit:
- A. An order for recovery from the Defendants jointly and severally the total sum of GH¢89, 635,097.76 being investment undertaken by Plaintiff with the 1<sup>st</sup> Defendant and guaranteed by the 2<sup>nd</sup> Defendant and which investments have matured as at 31<sup>st</sup> December 2018 but Defendants have failed to honour due payment.
  - B. Interest on the said sum of GH¢89, 635,097.76 at the prevailing bank rate from January 2019 until the date of final payment of the total sum by the Defendants.
  - C. Cost including solicitor's fees and other costs occasioned by the instant suit.
  - D. Any other reliefs that the court may seem just.

OR IN THE ALTERNATIVE

An Order by this Honourable Court for the judicial sale of the following properties which were mortgaged to the Plaintiff as security by Defendants to secure repayment of the Plaintiff's investments:

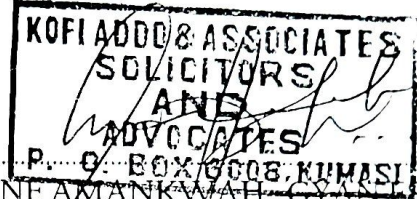
- I. A Parcel number 45A, Independence Avenue, Accra.





- II. Plot numbers 26 & 27, Asylum Down, Accra.
- III. A 0.96 Acres Parcel of land, North Ridge Residential Area, Accra with Plan No. LCS/GAR 602A/ AC 10064.
- IV. A 0.39 Hectares (0.98 Acres) Parcel of land, North Ridge Residential Area, Accra with Plan No. L.C.S/ GAR 602A/ AC 10062.
- V. A 2.056 Hectares (5.080 acres) Land situated at Tema Free Zones with Certificate number TDA. 1410.

DATED AT THE LAW OFFICE OF KOFI ADDO & ASSOCIATES, KUMASI THIS 14<sup>TH</sup> DAY OF MARCH, 2019.



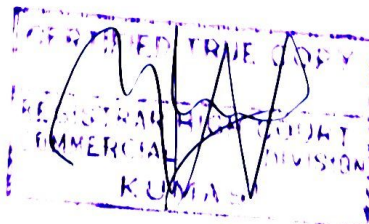
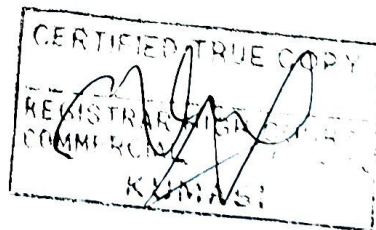
OHENE AMANKWAH GYAN ESQ.  
KOFI ADDO & ASSOCIATES  
LAWYERS FOR PLAINTIFF  
SOL. LICENCE NO.: AR12558/19  
CHAM. REG. PP0004876/18  
TIN NUMBER: P0003395790

THE REGISTRAR  
HIGH COURT  
(COMMERCIAL DIVISION)  
KUMASI.

AND TO THE DEFENDANTS HEREIN:

UNISECURITIES (GHANA) LIMITED  
5<sup>TH</sup> FLOOR PLATINUM PLACE, HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA

HODA HOLDINGS LIMITED,  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH



3

7

FILED ON 1/4/19  
09:45 am

IN THE SUPERIOR COURT OF JUDICATURE  
IN THE HIGH COURT OF JUSTICE  
COMMERCIAL DIVISION  
KUMASI - A.D. 2019

REGISTERED  
COMMERCIAL DIVISION  
KUMASI

SUIT NO RPC/73/2019

MULTI CREDIT SAVINGS & LOANS LTD - PLAINTIFFS  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA, KUMASI  
TIN NO: C0006567738

VRS

- UNISECURITIES (GHANA) LIMITED - DEFENDANTS  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY  
NORTH RIDGE, ACCRA
- HODA HOLDINGS LIMITED  
NO. 8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA - NORTH

NOTICE OF ENTRY OF CONDITIONAL APPEARANCE

PLEASE TAKE NOTICE that the Defendants hereby enter Conditional Appearance to the Writ through their Lawyer YAW D. OPPONG ESQ., whose address for service is as follows:

AMPOFO, OPPONG & ASSOCIATES  
145 OTSOKRIKRI STREET  
ADJACENT TO GHANA REVENUE AUTHORITY  
ADABRAKA, ACCRA

CERTIFIED TRUE COPY  
REGISTRAR HIGH COURT  
COMMERCIAL DIVISION  
KUMASI

DATED AT AMPOFO, OPPONG & ASSOCIATES, ADABRAKA,  
ACCRA THIS 27<sup>TH</sup> DAY OF MARCH 2019.

Appearance — ₵ 50.00  
— ₵ 10.00  
— ₵ 60.00

UBA  
CASH COUNTED  
01 APR 2019  
TELEPHONE 58  
COMM. KUMASI

Service — ₵ 20.00

1254528  
1/4/19

007  
/19

~~AMPOFO. OPPONG & ASSO~~  
~~ATTORNEYS AT LAW~~  
~~CONSULTANTS TO GHANA REVENUE AUTHORITY~~  
~~ACCRA~~  
YAW D. OPPONG ESQ.,  
LAWYER FOR THE DEFENDANTS  
SOLICITOR'S LIC, NO. GAR 20338/19  
CHAMBERS REG. NO. PP0004097/18  
TIN NO. P0003358313

I, *S. O. Mifah*, Registrar of the High Court, Commercial Division, Kumasi certify that Appearance to the Plaintiff's Writ was entered on behalf of the Defendants on the *1st* day of *Apr* 2019.

*[Signature]*  
THE REGISTRAR  
HIGH COURT  
~~COMMERCIAL DIVISION~~  
REGISTRAR  
HIGH COURT  
COMMERCIAL DIVISION  
KUMASI

AND TO THE PLAINTIFF OR HIS LAWYER, OHENE AMANKWAH GYAN ESQ. OF KOFI ADDO & ASSOCIATES, SOLICITORS AND ADVOCATES, P. O. BOX 6008, KUMASI

CERTIFIED TRUE COPY  
*[Signature]*  
REGISTRAR HIGH COURT  
COMMERCIAL DIVISION  
KUMASI



IN THE HIGH COURT OF JUSTICE  
(COMMERCIAL DIVISION)  
KUMASI-A.D. 2019

FILED ON 23/4/19  
AT 11:40 AM  
REGISTRAR  
COMMERCIAL COURT  
KUMASI

MULTI CREDIT SAVINGS & LOANS LTD.  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
TIN NO: C0006567738

SUIT NO. RPC/73/2019

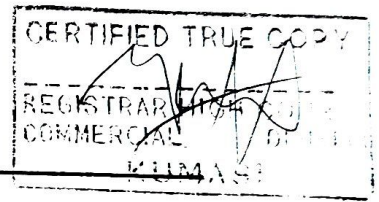
9

PLAINTIFF

VRS.

- 1. UNISECURITIES (GHANA) LIMITED  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA
- 2. HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH

DEFENDANTS



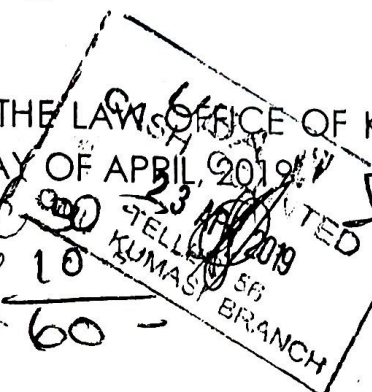
MOTION ON NOTICE FOR JUDGMENT IN DEFAULT OF DEFENCE  
ORDER 13 RULE 1 OF C.I 47

MOTION ON NOTICE BY OHENE AMANKWAH-GYAN ESQ. OF KOFI ADDO & ASSOCIATES Lawyers for and on behalf of the Plaintiff/Applicant herein praying this Honourable Court for an order of judgment against the Defendants in default of defence upon the grounds set forth in the accompanying affidavit.

AND ANY FURTHER ORDER (S) as to this Court may seem fit  
COURT TO BE MOVED ON ~~THURS~~ THE 2nd DAY OF May 2019 at 9' o' clock in the forenoon or so soon thereafter as Counsel may be heard.

DATED AT THE LAW OFFICE OF KOFI ADDO & ASSOCIATES, KUMASI  
THIS 17<sup>TH</sup> DAY OF APRIL, 2019

Motion  
687  
4-19



20-0  
1254767

23-4-19

KOFI ADDO & ASSOCIATES  
SOLICITORS  
AND  
ADVOCATES  
P. O. BOX 1008 KUMASI  
OHENE AMANKWAH - GYAN ESQ.

10

KOFI ADDO & ASSOCIATES

LAWYERS FOR PLAINTIFF

SOL. LICENCE NO.: AR12558/19

CHAM. REG. PP0004876/18

TIN NUMBER: P0003395790

THE REGISTRAR  
HIGH COURT  
(COMMERCIAL DIVISION)  
KUMASI

AND TO THE DEFENDANTS HEREIN AND/OR THEIR LAWYERS:  
AMPOFO, OPPOONG & ASSOCIATES, 145 OTSOKRIKRI STREET,  
ADJACENT TO GHANA REVENUE AUTHORITY ADBRAKA, ACCRA

IN THE HIGH COURT OF JUSTICE  
(COMMERCIAL DIVISION)  
KUMASI-A.D. 2019

FILED ON 23/4/19  
AT 11:40  
REGISTRAR  
COMMERCIAL COURT  
KUMASI

SUIT NO. RPC/73/2019

PLI CREDIT SAVINGS & LOANS LTD.  
1ST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
NO: C0006567738

PLAINTIFF

UNISECURITIES (GHANA) LIMITED  
5TH FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA  
  
HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH

DEFENDANTS

AFFIDAVIT IN SUPPORT

**RICHMOND AKWABOAH**, of Plot 5 Block V, New Suame, Kumasi do hereby make oath and say as follows:

1. I am the Head of operation of the Plaintiff Company.
2. I have the mandate and authorization of the Plaintiff to depose to the contents of this affidavit. The contents herein contained are within my own knowledge and/or which I have received from third parties which I verily believe same to be true.
3. That Counsel shall, at the hearing of this Application, seek leave of the Honourable Court to refer to all documents/processes



4. That Plaintiff have instituted this action against the Defendants claiming as follows:

- A/. An order for recovery from the Defendants jointly and severally the total sum, of GH¢89, 635,097.76 being investment undertaken by Plaintiff with the 1<sup>st</sup> Defendant and guaranteed by the 2<sup>nd</sup> Defendant and which investments have matured as at 31<sup>st</sup> December 2018 but Defendants have failed to honour due payment.
- B/. Interest on the said sum of GH¢89, 635,097.76 at the prevailing bank rate from January 2019 until the date of final payment of the total sum by the Defendants.
- C/. Cost including solicitor's fees and other costs occasioned by the instant suit.
- D/. Any other reliefs that the court may seem just.

OR IN THE ALTERNATIVE

a. An Order by this Honourable Court for the judicial sale of the following properties which were mortgaged to the Plaintiff as security by Defendants to secure repayment of the Plaintiff's investments:

- I/. A Parcel number 45A, Independence Avenue, Accra.
- II/. Plot numbers 26 & 27, Asylum Down, Accra.
- III/. A Parcel of land, North Ridge Residential Area, Accra.
- IV. A 0.39 Hectares (0.98 Acres) Parcel of land, North Ridge Residential Area, Accra identified on Plan No. L.C.S/ GAR 602A/ AC 10062.
- V. A 2.056 Hectares (5.020 acres) Land situated at Tema Free Zones with Certificate number TDA. 1410

Cost including solicitor's fees and other costs occasioned by the instant suit.

VI. Any other reliefs that the court may seem just.

- 5. That the Writ of Summons and Statement of Claim have been duly served on 1<sup>st</sup> and 2<sup>nd</sup> Defendants herein.
- 6. That the 1<sup>st</sup> and 2<sup>nd</sup> Defendants entered Conditional Appearance through their Lawyer on 14/03/19.
- 7. That the statutory period within which the 1<sup>st</sup> and 2<sup>nd</sup> Defendants must file any motion or file their statement of defence has long since elapsed.
- 8. That on 9/04/19 I conducted a search at the registry of this Court which recorded that Defendants have not filed any motion or filed their defence. (A copy of the search is attached hereto as Exhibit MCS 1,)
- 8. That I am advised and verily believe same to be true that the Defendants have no defence to this action hence their inability, failure and/or refusal to file their defence.
- 9. WHEREFORE I swear to this affidavit praying this Honourable Court for an order of judgment in default of defence against the 1<sup>st</sup> & 2<sup>nd</sup> Defendants.

Sworn at Kumasi this 23<sup>rd</sup> day of April 2019

*[Signature]*  
DEPONENT

BEFORE ME

*[Signature]*  
COMMISSIONER FOR OATHS

**EV. CALEB K. ACHEAMPONG**  
**COMMISSIONER FOR OATHS**  
**P. O. BOX 11333**  
**KUMASI-GRANA**



AFFIDAVIT OF  
MARKED  
SWORN BEFORE ME THIS... DAY OF...

IN THE HIGH COURT OF JUDICATURE  
(COMMERCIAL DIVISION)  
KUMASI A.D. 2019

14  
FILED ON 23/4/19  
AT 11:45 AM  
REGISTRAR  
COMMERCIAL COURT  
SUIT NO. RPK/13/2019

MULTI CREDIT SAVINGS & LOANS LTD.  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
TIN NO:C0006567738

PLAINTIFF

VRS.

1. UNISECURITIES (GHANA) LIMITED  
5TH FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA
2. HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH

FILED ON 16/4/19  
AT 1:30 PM  
REGISTRAR  
COMMERCIAL COURT  
KUMASI

DEFENDANTS

SEARCH

Please cause a search to determine the following:

1. Whether the Defendants have filed any motion and/or statement of defence... *No*

If so filed on: ... *Nil* ... at: ...

2. Whether the motion and/or statement of defence have been served on Plaintiff  
..... *No*

If so when served on: ... *Nil* ... at: ...

On whom.....

3. Any other relevant information.....

.....  
.....



DATED AT THE LAW OFFICE OF KOFI ADDO & ASSOCIATES KUMASI THIS 16<sup>TH</sup> DAY  
OF APRIL 2019.

15

KOFI ADDO & ASSOCIATES  
SOLICITORS  
AND  
ADVOCATES  
P. O. BOX 1111  
*[Handwritten Signature]*

OHENE AMANKWAH- GYAN ESQ.  
KOFI ADDO & ASSOCIATES  
LAWYERS FOR PLAINTIFF  
SOL. LICENCE NO.: AR12558/19  
CHAM. REG. PP0004876/18  
TIN : P0003395790

THE REGISTRAR  
HIGH COURT  
(COMMERCIAL DIVISION)  
KUMASI

*[Handwritten Signature]*  
THE REGISTRAR  
HIGH COURT  
(COMMERCIAL DIVISION)  
KUMASI  
KUMASI  
HIGH COURT  
COMMERCIAL DIVISION  
KUMASI

IN THE HIGH COURT OF JUSTICE  
(COMMERCIAL DIVISION)  
KUMASI-A.D. 2019

FILED ON 23/06/19  
AT 11:45  
REGISTRAR  
COMMERCIAL COURT  
KUMASI

SUIT NO. RPC/73/2019

MULTI CREDIT SAVINGS & LOANS LTD.  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
TIN NO: C0006567738

PLAINTIFF

VRS.

1. UNISECURITIES (GHANA) LIMITED

5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA

2. HODA HOLDINGS LIMITED


NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH

DEFENDANTS

CERTIFICATION

certify that the attached is/are the document(s) referred  
to in the Deponent as Exhibit(s) "A"

Dated this 23<sup>rd</sup> day of April 2019.

  
BEFORE ME  
REV. CALEB K. ACHEAMPONG  
COMMISSIONER FOR OATHS  
P. O. BOX 11333  
KUMASI-GHANA

.....  
COMMISSIONER FOR OATHS

IN THE HIGH COURT OF JUSTICE  
COMMERCIAL DIVISION  
KUMASI A.D. 2019

FILED ON 28/5/19  
AT 11:45 am  
REGISTRAR  
COMMERCIAL DIVISION  
KUMASI COURT

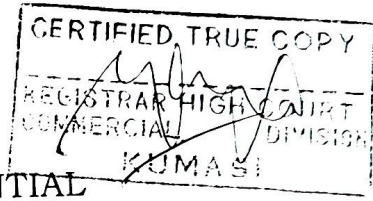
SUIT NO. RPC/73/2019

MULTICREDIT SAVINGS & LOANS LTD. - PLAINTIFF  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA  
KUMASI

VRS

1. UNISECURITIES (GHANA) LTD - DEFENDANTS  
5TH FLOOR PLATINUM PLACE  
HILLALIMANN HIGHWAY  
NORTH RIDGE-ACCRA

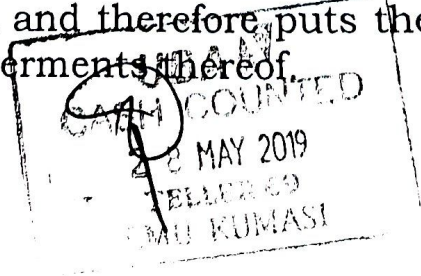
2. HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL  
AREA, ACCRA-NORTH



**STATEMENT OF DEFENCE**

1. Save as hereinafter expressly admitted the Defendants deny each and every allegation contained in the Statement of claim as if same were set out inextenso and denied seriatim.
2. Defendants admit paragraphs 1, 2, 3 and 4 of the Statement of Claim.
3. Defendants deny paragraph 5 of the Statement of Claim and say that there is not in existence any valid guarantee duly executed between the Plaintiff and the 2<sup>nd</sup> Defendant and therefore puts the Plaintiff to strict proof of the averments thereof.

510 - 650.00  
1433285  
28/5/19



Service - 20.0  
1433179  
28/5/19



4. Save that Plaintiff made some investments in the 1<sup>st</sup> Defendant Company which depended on a number of factors before they would be entitled to any yield on any investments paragraph 6, 7, 8 and 9 are denied.

✓ 5. Defendants state further that the purported interest referred to by the Plaintiff is inconsistent with the arrangement made between the 1<sup>st</sup> Defendant and Plaintiff and will therefore put Plaintiff to strict proof.

\* 6. Defendants deny paragraphs 10, 11, 12, 13, 14, 15 and 16 of the Statement of Claim and say further that they are not in any way indebted to the Plaintiff to the amount being claimed and that in any case Plaintiff is aware that all the transactions stand frustrated as a result of the revocation of uniBank's licence by the Bank of Ghana and the Government of Ghana.

✓ 7. Defendants say further that uniBank's licence is a matter of public record and that the Plaintiff is fully aware that not only is HODA Holdings a majority shareholder of uniBank but also that all the investments of 1<sup>st</sup> Defendant's client were lodged with uniBank which together with other funds have been taken over by a new bank set up by the Government which are being contested in the High Court, Accra in respect of which some favourable decisions have been made in favour of uniBank which is also in the public domain.

✓ 8. Defendants deny paragraphs 17, 18, 19, 20, 21, 22 and 23 of the Statement of Claim and repeat the averments contained in the preceding paragraph and say that not only is Plaintiff's claim exaggerated but also that the entire transactions are frustrated by the revocation of uniBank's licence and also Plaintiff's failure to agree with the 1<sup>st</sup> Defendant to enter into a fresh arrangement after the previously existing arrangements had been frustrated.

✓ 9. Defendants will contend that even if they are indebted to the Plaintiff, which is denied, the Plaintiff has

19

inordinately exaggerated any claim it may have against the 1<sup>st</sup> Defendant and that in any case the 2<sup>nd</sup> Defendant is not indebted to Plaintiff at all.

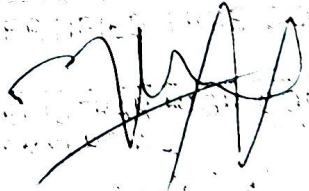
10. 1<sup>st</sup> Defendant say further that it will in the course of the proceedings pray the Court to appoint an independent auditor to go into account to ascertain the position of both parties.
11. WHEREFORE Defendants aver that Plaintiff has no claim against them or at all.

**DATED AT AMPOFO, OPPONG & ASSO., 145  
OTSOKRIKRI ST. ADJACENT GHANA REVENUE  
AUTHORITY, ADABRAKA, ACCRA THIS 17<sup>th</sup> DAY OF MAY  
2019.**

**AMPOFO, OPPONG & ASSO.  
ADJACENT TO GHANA REVENUE AUTHORITY  
ADABRAKA, ACCRA**

**LAWYER FOR DEFENDANTS  
SOL. LIC. NO GAR 202338/19  
CHAMBERS REG. NO. PP0004097/18  
TIN NO. PP0003358313**

THE REGISTRAR  
HIGH COURT  
COMMERCIAL DIVISION  
KUMASI



AND TO BE SERVED ON PLAINTIFF OR ITS LAWYERS,  
OHENE AMANKWAH GYAN. ESQ., LAW OFFICE OF KOFI  
ADDO & ASSOCIATES, GROUND FLOOR, HOUSE OF  
GRACE, GUGGISBERG ROAD, OPP. P.W.D. CANTEEN,  
ADUM-KUMASI.

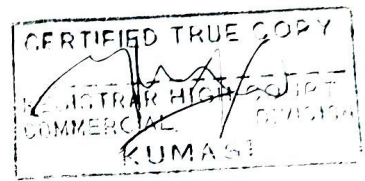


MULTI CREDIT SAVINGS & LOANS LTD.  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
PIN NO: C0006567738

PLAINTIFF

VRS.

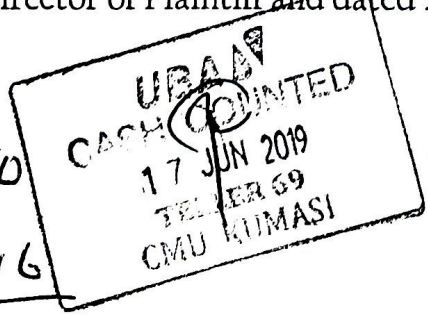
1. UNISECURITIES (GHANA) LIMITED  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA  
2. HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH



DEFENDANTS

### REPLY TO STATEMENT OF DEFENCE

1. The Plaintiff joins issue generally with the Defendants on their Statement of Defence.
2. The Plaintiff repeats paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of the Statement of Claim in response to paragraphs 3, 4 & 5 of the Statement of Defence.
3. The Plaintiff in further response to paragraphs 3, 4 & 5 of the Statement of Defence avers and shall contend that the 2<sup>nd</sup> Defendant through its lawfully authorized officers duly executed a repayment guarantee to secure Plaintiff's investment with 1<sup>st</sup> Defendant by a Deed dated 7<sup>th</sup> day of March, 2018. This guarantee Deed was confirmed by the 1<sup>st</sup> Defendant in a letter addressed to the Managing Director of Plaintiff and dated 24<sup>th</sup> day of January, 2019.



Reply - 50  
1433716  
17-6-19

Service - 20  
1433662  
17-6-19



4. The Plaintiff vehemently denies paragraphs 6, & 7 of the Statement of Defence and shall exact strictest proof of the averments therein contained from the Defendants and states further that by the aforesaid guarantee, the 2<sup>nd</sup> Defendant together with its subsidiaries undertook irrevocably to compensate Plaintiff in full in the event of default by the 1<sup>st</sup> Defendant, which undertaken the Defendants are obligated to fulfil.


5. The Plaintiff avers and shall contend in further response to paragraphs 6 & 7 of the Statement of Defence that the revocation of uniBank's license by the Bank of Ghana is not even remotely connected to the Plaintiff's claim against the defendants. The Plaintiff further contends that both the 1<sup>st</sup> and 2<sup>nd</sup> Defendants are fully functional legal entities whose operations have not ceased and the contention that all transactions stand frustrated due to the aforesaid revocation has no legitimate basis.

6. The Plaintiff avers and shall contend in further response to paragraph 7 of the Statement of Defence that the Plaintiff has no knowledge of 1<sup>st</sup> Defendant's investment policies and cannot therefore confirm the extent of lodgments of funds with uniBank, which funds could have been taken over by the new Consolidated Bank set up by Bank of Ghana. Further, the Bank of Ghana in accordance with its avowed aim of protecting all legitimate depositors has assured depositors that their funds are safeguarded with the new Consolidated Bank and that if 1<sup>st</sup> Defendant indeed lodged funds with uniBank as contended by Defendants, those funds would be deemed to have been taken over by the Consolidated Bank and those transactions cannot be said to be frustrated.

7. The Plaintiff denies paragraphs 8, 9, 10 and 11 of the statement of defence and shall exact the strictest proof of the averments therein contained.

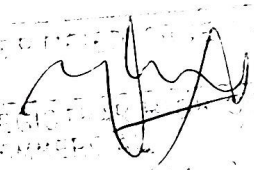
8. The Plaintiff says the Defendants have no defence to the Plaintiff's claim and are jointly and severally liable to the Plaintiff for the reliefs endorsed on the Writ of summons and the Statement of Claim.

DATED AT THE LAW OFFICE OF KOFI ADDO & ASSOCIATES, KUMASI THIS  
3<sup>RD</sup> DAY OF JUNE, 2019.

 99  
OHENE AMANKWAH- GYAN ESQ.  
KOFI ADDO & ASSOCIATES  
LAWYERS FOR PLAINTIFF  
SOL. LICENCE NO.: ART2558/19  
CHAM. REG. PP0004876/18  
TIN NUMBER: P0003395790

THE REGISTRAR  
HIGH COURT  
(COMMERCIAL DIVISION)  
KUMASI

AND TO THE DEFENDANTS HEREIN AND/OR THEIR LAWYERS:  
AMPOFO, OPPOONG & ASSOCIATES, 145 OTSOKRIKRI STREET,  
ADJACENT TO GHANA REVENUE AUTHORITY ADBRAKA, ACCRA

  
RECEIVED  
COMMERCIAL DIVISION  
HIGH COURT  
KUMASI  
2019



IN THE HIGH COURT OF JUSTICE  
COMMERCIAL DIVISION  
KUMASI A.D. 2019

26/7/19  
9:30am 23  
*[Signature]*

SUIT NO. RPC/73/2019

MULTICREDIT SAVINGS & LOANS LTD. - PLAINTIFF  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA  
KUMASI

VRS

1. UNISECURITIES (GHANA) LTD - DEFENDANTS  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLALIMANN HIGHWAY  
NORTH RIDGE-ACCRA
2. HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL  
AREA, ACCRA-NORTH

AFFIDAVIT IN OPPOSITION

I, DR. KWABENA DUFFOUR II of No. 60b, Senchi Street  
Airport Residential Area, Accra make oath and say as follows:

1. THAT I have the authority of the Defendants to depose to all the matters contained herein as same have come to my personal knowledge and honest belief.
2. THAT we are opposed to the instant Application as according to our lawyer same is unmaintanable at law.
3. THAT at the hearing of the application our lawyer shall rely on all processes filed so far to demonstrate to the Court that the basis for the application is flawed and also that in terms of the facts substantial part of the depositions are unsubstantiated.

*Amount in opposition - ₵ 50*

UBA  
CASH COUNTED  
26 JUL 2019  
TELEPHONE  
CML KUMASI

*Service - ₵ 20*  
6064511  
26/7/19

*25-19*




4. THAT the Court's record will no doubt show that the case is slated for Pre Trial Conference on 26<sup>th</sup> July 2019 the same date the Application is to be heard and that the Application has the potential to prejudice the statutorily mandated requirement for pre trial.
5. WHEEREFOR I pray your Lordship to dismiss the instant application.

SWORN AT KUMASI THIS 26<sup>th</sup> }  
DAY OF JULY 2019 }

  
DEPONENT

BEFORE ME

  
COMMISSIONER FOR OATHS  
**ISAAC ESSIBU**  
COMMISSIONER OF OATHS  
ADUM - KUMASI

Service on Plaintiff  
Savings and Loans LTD  
Trust House  
Main Street, Bantama

IN THE HIGH COURT OF JUSTICE  
COMMERCIAL-DIVISION  
KUMASI/ASHANTI

PRE-TRIAL CONFERENCE/SETTLEMENT  
ISSUES AGREED TO BE TRIED

SUIT NO. RPC/73/2019

MULTI CREDIT SAVINGS & LOANS LTD

}

PLAINTIFF

VS

SECURITIES (GHANA) LTD & ANOR

}

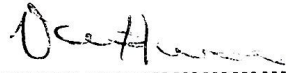
DEFENDANTS

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*In this matter having come before me for settlement, and the settlement having broken down, I hereby certify that **the issue** to be tried is:*

1. Whether or not the Plaintiff is entitled to its claim?

The above issues are therefore referred to the Administrator for the matter to be placed before another judge for trial.

Given under my hand this 2<sup>nd</sup> day of March, 2020.



.....  
JUSTICE DR. RICHMOND OSEI-HWERE  
(PRE-TRIAL JUDGE)

IN THE HIGH COURT OF JUSTICE  
(COMMERCIAL DIVISION)  
KUMASI-A.D. 2019

26

SUIT NO.RPC/73/2019

CREDIT SAVINGS & LOANS LTD.  
5<sup>th</sup> FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
PHONE NO: C0006567738

PLAINTIFF

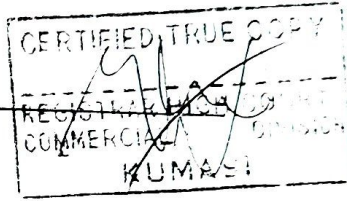
SECURITIES (GHANA) LIMITED  
5<sup>th</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA

DEFENDANTS

DODI HOLDINGS LIMITED  
D.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH

13/5/20  
11:55  
GP

MOTION EX-PARTE



MOTION EX-PARTE by **Ohene Amankwah-Gyan Esq.** of Kofi Addo and Associates Lawyers for and on behalf of the Plaintiff/Applicant herein praying this Honourable Court for an Order allowing Plaintiff to serve Hearing Notice, Issues and all subsequent processes in this suit on Defendants by substitution by posting copies at the following addresses:

- 1) Notice Board, Commercial Court, Court of Appeal Complex building, Adum-Kumasi,
- 2) The premises of the 1<sup>st</sup>, Defendant's 5<sup>th</sup> Floor Platinum Place Hilla Limann Highway North Ridge-Accra

Motion - 150  
Exbt - 18  
0347608



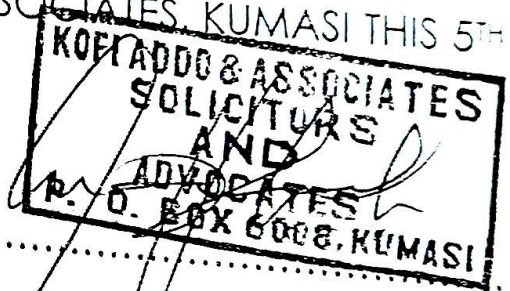
(3) The premises of 2<sup>nd</sup> Defendant No.8 Dodi Link, Airport Residential Area, Accra-North

(4) To leave a copy with any adult and/or employee at the said Defendants premises; upon the grounds set forth in the accompanying affidavit.

AND FOR SUCH FURTHER ORDER (S) as to this Honourable Court may deem fit.

COURT TO BE MOVED ON THURS THE 14TH DAY OF MAY 2020 at 9 o'clock in the forenoon or so soon thereafter as counsel for the applicant can be heard.

DATED AT LAW OFFICE OF KOFI ADDO & ASSOCIATES, KUMASI THIS 5TH DAY OF MAY 2020



OHENE AMANKWAH-GYAN, ESQ.  
KOFI ADDO & ASSOCIATES  
LAWYERS FOR PLAINTIFF  
SOL. LICENCE NO.: eASH01037/20  
CHAM. REG. ePP00537/19  
TIN: P003395790  
BP3000003422

THE REGISTRAR  
HIGH COURT  
(COMMERCIAL DIVISION)  
KUMASI

**MULTI CREDIT SAVINGS & LOANS LTD.**  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
PIN NO:C0006567738

PLAINTIFF

VRS.

**1. UNISECURITIES (GHANA) LIMITED**  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA

**2. HODA HOLDINGS LIMITED**  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH

DEFENDANTS

13/5/20  
11-55  
SP

AFFIDAVIT IN SUPPORT

EMMANUEL FORDJOUR of Kumasi, do hereby make oath and say as follows:

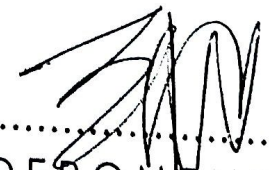
1. That I am the Deputy Head of Loans/Credit for the Plaintiff/Respondent and the Deponent herein.
2. I have the mandate and authorization of the Plaintiff to depose to the contents of this affidavit. The contents herein contained are within my own knowledge and/or which I have received from third parties which I verily believe same to be true.
3. That Counsel shall, at the hearing of this Application, seek leave of the Honourable Court to refer to all documents/processes filed before the Honourable Court so far as if same form part of this Affidavit.

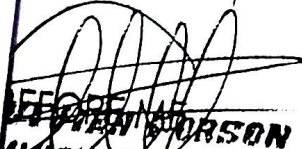
- 4. That Plaintiff instituted this action against the Defendants on 30<sup>th</sup> July, 2019.
- 5. That the Defendants entered appearance and filed their statement of defence through their Lawyers.
- 6. That the issues were set down for trial but the case has suffered several adjournments since then due largely to the Defendants' failure to attend Court.
- 7. That the bailiff has not been able to serve the Hearing Notice and Issues on the Defendants as they are deliberately evading service.
- 8. That the Bailiff has consequently sworn to an affidavit of non-service (Copy of Affidavit of non-service is marked as **Exhibit A**).
- 9. That I pray that I be permitted to serve the Hearing Notice, Issues and all further processes on the Defendants by substitution as follows:

- (a) Notice Board, Commercial Court, Court of Appeal Complex building, Adum-Kumasi,
- (b) The premises of the 1<sup>st</sup>, Defendant's 5<sup>th</sup> Floor Platinum Place Hilla Limann Highway North Ridge-Accra
- (c) The premises of 2<sup>nd</sup> Defendant No.8 Dodi Link, Airport Residential Area, Accra-North
- (d) To leave a copy with any adult and/or employee at the said Defendants premises;

9. WHEREFORE I pray accordingly.

Sworn at Kumasi this 13<sup>th</sup> day of )  
MAY 2020

.....  
  
 DEPONENT

  
**LEONARD FORSON**  
 COMMISSIONER FOR OATHS  
 ADUM-KUMASI  
 0542343798  
 COMMISSIONER FOR OATHS



MULTI CREDIT SAVINGS & LOANS LTD.  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
TIN NO: C0006567738

PLAINTIFF/APPLICANT

FILED ON 1/7/20  
AT 2:50pm  
REGISTRAR  
COMMERCIAL COURT  
KUMASI

VRS.

1. UNISECURITIES (GHANA) LIMITED  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA
2. HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH

DEFENDANTS/RESPONDENTS

### MOTION ON NOTICE FOR SUMMARY JUDGMENT

MOTION ON NOTICE by **Ohene Amankwah-Gyan Esq.** of Kofi Addo & Associates, Lawyers for and on behalf of the Plaintiff /Applicant herein praying this Honourable Court for an order allowing the Plaintiff to sign final judgment against the Defendants for the reliefs endorsed on its writ of summons upon the grounds set forth in the accompanying affidavit.

And for any further order(s) as to this Court may seem fit.

Court to be moved on Wed the 15<sup>th</sup> day of JULY 2020 at 9'o'clock in the forenoon or so soon thereafter as Counsel may be heard.

DATED AT THE LAW OFFICE OF KOFI ADDO & ASSOCIATES, KUMASI THIS 25<sup>TH</sup> DAY OF JUNE, 2020.

**OHENE AMANKWAH-GYAN ESQ.**  
KOFI ADDO & ASSOCIATES  
LAWYERS FOR THE PLAINTIFF

LIC. NO. EASH 01037/20  
CHM. LIC. NO. RPP00537/19  
TIN NO. P0003395790

Ser - 40.00

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1/7/20

CERTIFIED TRUE COPY  
REGISTRAR HIGH COURT  
COMMERCIAL DIVISION  
KUMASI

CASH  
07 JUL 2020

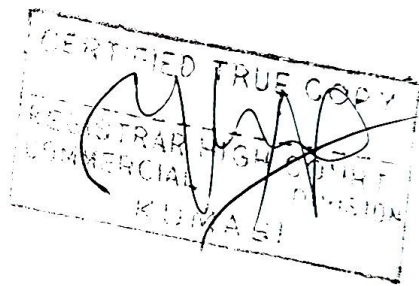
50.00  
70.00  
120.00

59/470  
7/20

THE REGISTRAR  
HIGH COURT (COMMERCIAL DIVISION)  
KUMASI

**AND TO THE DEFENDANTS/RESPONDENTS HEREIN:**

1. UNISECURITIES (GHANA) LIMITED  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA
  
2. HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH



MULTI CREDIT SAVINGS & LOANS LTD.  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
TIN NO: C0006567738

PLAINTIFF/APPLICANT

VRS.

FILED ON 1/7/20  
AT 2:00 pm  
REGISTRAR  
COMMERCIAL COURT  
KUMASI

1. UNISECURITIES (GHANA) LIMITED  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA
2. HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH

DEFENDANTS/RESPONDENTS

**AFFIDAVIT IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

I, RICHMOND AKWABOAH, of Plot 5 Block V, New Suame-Kumasi do hereby make oath and say as follows:

1. I am the Head of operation of the Plaintiff Company.
2. I have the mandate and authorization of the Plaintiff to depose to the contents of this affidavit. The contents herein contained are within my own knowledge and/or which I have received from third parties which I verily believe same to be true.
3. That Counsel shall, at the hearing of this Application, seek leave of the Honourable Court to refer to all documents/processes filed before the Honourable Court so far as if same form part of this Affidavit.
4. That Plaintiff have instituted this action against the Defendants claiming as follows:
  - A/. An order for recovery from the Defendants jointly and severally the total sum, of GH¢89, 635,097.76 being investment undertaken by Plaintiff with the 1<sup>st</sup> Defendant and guaranteed by the 2<sup>nd</sup> Defendant and which investments have matured as at 31<sup>st</sup> December 2018 but Defendants have failed to honour due payment.



- 43
- B/. Interest on the said sum of GH¢89,635,097.76 at the prevailing bank rate from January 2019 until the date of final payment of the total sum by the Defendants.
  - C/. Cost including solicitor's fees and other costs occasioned by the instant suit.
  - D/. Any other reliefs that the court may seem just.

OR IN THE ALTERNATIVE

An Order by this Honourable Court for the judicial sale of the following properties which were mortgaged to the Plaintiff as security by Defendants to secure repayment of the Plaintiff's investments:

- I/. A Parcel of land numbered plot 45A, Independence Avenue, Accra.
- II/. Plot numbers 26 & 27, Asylum Down, Accra.
- III/. A Parcel of land, North Ridge Residential Area, Accra.
- IV/. A 0.39 Hectares (0.98 Acres) Parcel of land, North Ridge Residential Area, Accra identified on Plan No. L.C.S/GAR 602A/ AC 10062.
- V/. A 2.056 Hectares (5.020 acres) Land situated at Tema Free Zones with Certificate number TDA. 1410
- VI/. Cost including solicitor's fees and other costs occasioned by the instant suit.
- VI/. Any other reliefs that the court may seem just.

- 5. That the Writ of Summons and Statement of Claim have been duly served on 1<sup>st</sup> and 2<sup>nd</sup> Defendants herein.
- 6. That the 1<sup>st</sup> and 2<sup>nd</sup> Defendants entered Appearance through their Lawyers and have subsequently filed their defence and that the matter went before a Pre-Trial Judge to explore the settlement of the matter at pre-trial but that the matter could not be settled and same was subsequently put before this Honourable Court for trial and the hearing of the case is yet to commence.
- 7. The case against the Defendants/Respondents arose by virtue of the fact that between the months of January to November, 2018 the Plaintiff/Applicant (hereinafter 'Plaintiff') invested various sums of money with the 1<sup>st</sup> Defendant Company at an agreed interest rate of between 31% to 33% for 182 to 365 days.

at the total amount of investments that Plaintiff/Applicant made with the 1<sup>st</sup> Defendant company totaled GH¢74,813,470.22 and that the accrued interest for the said investments totaled GH¢14,821,627.54 as at 31<sup>st</sup> December, 2018.

That the Plaintiff/Applicant's total value of its investments with the 1<sup>st</sup> Defendant totaled GH¢89,635,097.76 as at 31<sup>st</sup> December, 2018.

That the 2<sup>nd</sup> Defendant guaranteed repayment of the aforesaid investments of the Plaintiff/Applicant together with the accrued interest with the 1<sup>st</sup> Defendant by executing repayment guarantee as surety together with all the subsidiaries to secure the Plaintiff/Applicant's investments. (*Annexed hereto and marked as exhibit "MCSL A & B are copies of documents evidencing the aforesaid investments by Plaintiff*).

That by the terms and conditions of the aforesaid repayment guarantee, the 1<sup>st</sup> Defendant was obligated to pay the total principal sums invested together with the accrued interest thereon upon maturity unless the Plaintiff opted to rollover the said investments.

That all the investments undertaken with 1<sup>st</sup> Defendant and guaranteed by 2<sup>nd</sup> Defendant which totaled GH¢89,635,097.76 have matured as at 31<sup>st</sup> December, 2018 by virtue of consolidation of the said investments by the Defendants and communicated to Plaintiff.

That at the request of Plaintiff/Applicant, the 2<sup>nd</sup> Defendant provided further securities in the form of landed properties which were mortgaged in favour of the Plaintiff. (*Annexed hereto and marked as exhibit "MCSL C, C1, C2, C3 & C4" are copies of documents evidencing the Deed of Mortgage of the said properties by Defendants in favour of Plaintiff*).

That contrary to their payment obligations to Plaintiff/Applicant, the Defendants have neglected to honour due payment of the said sum of GH¢89, 635,097.76.

That the 1<sup>st</sup> Defendant has failed to fulfill its payment obligation as stated per paragraph 15 supra and that the default was duly communicated to the 2<sup>nd</sup> Defendant and thereby requesting for the redemption of the said guarantee in favour of Plaintiff as far back as 28<sup>th</sup> January, 2019.

That contrary to the said guarantee, the 2<sup>nd</sup> Defendant has failed/neglected to take the necessary steps to make payment of the guaranteed investments to the Plaintiff despite persistent demands by the Plaintiff.

That all efforts to impress upon the 1<sup>st</sup> and 2<sup>nd</sup> Defendants to take the needed action to pay the investments totaling GH¢89, 635,097.76 which sum they are jointly and severally liable to pay to Plaintiff have proved futile.



45  
18. That by the conduct of the 1<sup>st</sup> Defendant, it has evinced no intention of paying the sum due and owing by it and that at the commencement of this suit, the Defendants are indebted to the Plaintiff to the tune of GH¢89,635,097.76 which they are jointly and severally liable to pay.

19. That accordingly Plaintiff/Applicant had no option but to have recourse to this Court for redress and that from their conduct the Defendants/Respondents has no intention of honouring its obligation to Plaintiff/Applicant unless this Honourable court intervenes.

20. That Defendants/Respondents has no reasonable or defence to the present action for which reason this Court should grant the application for judgment.

21. That I am advised and verily believe the same to be true that this Court has power to grant me leave to sign final judgment.

22. WHEREFORE I depose to this affidavit in good faith in support of the motion herein.

SWORN AT KUMASI THIS 8 DAY OF

July, 2020.

  
DEPONENT

BEFORE ME

  
COMMISSIONER FOR OATHS  
**ISAAC ESSIDUA**  
COMMISSIONER OF OATHS  
ADUM-KUMASI  
0243571871



uniSecurities (Ghana) Limited  
P. O. Box GP 2637, Accra.  
Tel: (233-0302) 762033  
(233-0302) 971932  
E: info@unisecuritiesghana.com  
W: www.unisecuritiesghana.com

4k

This is Exhibit Marked  
Referred to in the Affidavit  
of  
COMMISSIONER FOR OATHS

EXH MCOL A

The Managing Director  
Multi Credit Savings and Loans Limited  
P.O. Box 1920  
Kumasi

FILED ON 1/7/20  
AT 2:10 PM  
REGISTRAR  
COMMERCIAL COURT  
KUMASI

Dear Sir,

ROLL OVER OF INVESTMENTS

In line with current market reforms by The Securities and Exchange Commission (The Commission) and a directive from the Commission on guaranteed returns (Notice No. SEC/FM/DIRECTIVE/06/18), we are unable to roll over your fixed deposit investments and issue you with investment certificates. However, as fund managers, we are allowed to structure an investment portfolio in your name and invest your funds according to an agreed mandate. Due to current liquidity challenges being faced by uniSecurities, we are unable to fund the construction of a new investment portfolio.

Given that your investments have been guaranteed by HODA Holdings Limited, our shareholders, and provisions made to further secure your exposures by providing you with landed properties as collateral, we have assigned to your investment portfolio a corporate note issued by HODA Holdings Limited. The Note was issued on December 31, 2018, for a 2-year tenor at 30% per annum (Yield on 2-Year Government of Ghana Note (19.5%) plus 1050bps) with an annual coupon payment.

The total value of your investments with uniSecurities as at December 31, 2018 allocated to the HODA Holdings Limited's 2-Year Note was GH¢ 89,635,097.76. Please find attached a purchase contract note for your kind attention.

We are eager to further engage you and to discuss any liquidity needs that may come up from time to time during the period that your funds continue to remain with us.

Counting on your usual cooperation.

Yours faithfully,

Seth Okine Ewton  
Head, Asset Management

Simeon Tawiah  
Ag. Managing Director

This is Exhibit Marked.....  
Referred to in the Affidavit  
Of.....

EXHIBIT MGSB B 48



No. 8 Dodi Link, Airport Residential Area, Accra  
P. O. Box AN15084, Accra North Ghana - W/Africa  
info@hodaholdings.com | www.hodaholdings.com

MULTI CREDIT SAVINGS AND LOANS LIMITED  
TRUST HOUSE  
BANTAMA HIGH STREET  
KUMASI

FILED ON 1/7/20  
AT 2:00pm  
REGISTRAR  
COMMERCIAL  
KUMASI

REPAYMENT GUARANTEE TO SECURE INVESTMENTS

WHEREAS, MULTI CREDIT SAVINGS AND LOANS LIMITED, (hereinafter called "the investor") intends to increase their investment portfolio with uniSecurities (Ghana) Limited of 5<sup>th</sup> Floor Platinum Place, Hilla Limann Highway, North Ridge, Accra (hereinafter called "uniSecurities") up to One Hundred Million Ghana Cedis (GH¢100,000,000.00).

AND WHEREAS the Investor has requested uniSecurities to provide a payment guarantee from its holdings company equal up to the amount of investment in the sum of One Hundred Million Ghana Cedis (GH¢100,000,000.00).

NOW THEREFORE, We HODA Holdings Limited having our Head Office at the No. 8 Dodi Link, Airport Residential Area, Accra and of P.O. Box AN 15084, Accra-North, Accra (herein after called the "Surety") in consideration of the Investor increasing their investment portfolio with uniSecurities Hereby Guarantee to Multi Credit Savings and Loans Limited and accept responsibility for uniSecurities (Ghana) Limited's discharge and performance of their obligation under the said investment.

We, the Surety, together with our subsidiaries, uniBank (Ghana) Limited, uniCredit Ghana Limited, Star Assurance Company Limited, StarLife Assurance Company Limited, uniSecurities (Ghana) Limited, EIB Network Limited, uniPrecision Printing & Packaging Company Limited and other companies within HODA Holdings Limited, jointly and severally agree irrevocably to compensate in full upon Multi Credit Savings and Loans Limited's first written demand declaring uniSecurities (Ghana) Limited to be in default of payment of their investment upon maturity from the date of this Guarantee until the full obligation under this Guarantee is finally discharged, without cavil or argument any amount not exceeding One Hundred Million Ghana Cedis (GH¢100,000,000.00) with applicable accrued interest(s) without Multi Credit Savings and Loans Limited needing to prove or show grounds or reason for Multi Credit Savings and Loans Limited's demand for the sum specified.

All claims for payments under this Guarantee must be addressed to the Executive Director, HODA Holdings Limited and delivered at our Head Office (No. 8 Dodi Link, Airport Residential Area, Accra)

Executed as deed and delivered on this 7<sup>th</sup> Day of March, 2018.

Kwadwo Okoh  
Director

Dr. Kwabena Duffuor II  
Director



IN THE HIGH COURT OF JUSTICE  
(COMMERCIAL DIVISION)  
KUMASI-A.D. 2019

(24)

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SUIT NO.RPC/73/2019

MULTI CREDIT SAVINGS & LOANS LTD.  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
PHONE NO. 00006507738

PLAINTIFF/APPLICANT

FILED ON 15/7/19  
02:50pm  
*[Signature]*

UNISECURITIES (GHANA) LIMITED  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA

DEFENDANTS/RESPONDENTS

HODA HOLDINGS LIMITED  
NOS DODI LINK, AIRPORT RESIDENTIAL AREA  
ACCRA-NORTH

CERTIFIED TRUE COPY  
REGISTRAR HIGH COURT  
COMMERCIAL DIVISION  
KUMASI

**MOTION ON NOTICE FOR AN ORDER FOR PRESERVATION  
ORDER 25 RULE 2 (1) OF C.I 47**

MOTION ON NOTICE BY OHENE AMANKWAH-GYAN ESQ. OF KOFI ADDO & ASSOCIATES Lawyers for and on behalf of the Plaintiff/Applicant herein praying this Honourable Court for an order of preservation to ensure the safety of the following properties;

*i.* A Parcel of land numbered 45A, Independence Avenue, Accra.

*ii.* Plot numbers 26 & 27, Asylum Down, Accra.

*iii.* A Parcel of land, North Ridge Residential Area, Accra.

*iv.* A 0.39 Hectares (0.98 Acres) Parcel of land, North Ridge Residential Area, Accra identified on Plan No. L.C.S/ GAR 602A/ AC 10062.

*v.* A 2.056 Hectares (5.020 acres) Land situated at Tema Free Zones with Certificate number TDA. 1410.

*Motion of 50 -*  
*64243*  
*15/7/19*  
*120 -*  
*170*

*15/7/19*  
*0064305*  
*15/7/19*  
*[Signature]*




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and to restrain the Defendants or their agents from disposing or in any way  
dealing with or reducing the value of the said properties pending the  
determination of the action upon the grounds set forth in the accompanying  
affidavit.

AND ANY FURTHER ORDER (S) as to this Court may seem fit

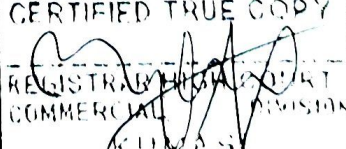
COURT TO BE MOVED ON MON THE 22<sup>nd</sup> DAY OF JULY 2019 at 9' o'  
clock in the forenoon or so soon thereafter as Counsel may be heard.

DATED AT THE LAW OFFICE OF KOFI ADDO & ASSOCIATES, KUMASI THIS 11<sup>th</sup>  
DAY OF JULY, 2019.

  
KOFI ADDO & ASSOCIATES  
SOLICITORS  
AND  
ADVOCATES  
P. O. BOX 6008, KUMASI  
OHENE AMANKWAH-GYAN ESQ.  
KOFI ADDO & ASSOCIATES  
LAWYERS FOR PLAINTIFF  
SOL. LICENCE NO.: AR12558/19  
CHAM. REG. PP0004876/18  
TIN NUMBER: P0003395790

REGISTRAR  
COURT  
(COMMERCIAL DIVISION)  
KUMASI

AND TO THE DEFENDANTS HEREIN AND/OR THEIR LAWYERS:  
OPPOO, OPPOONG & ASSOCIATES, 145 OTSOKRIKRI STREET, ADJACENT TO  
GHANA REVENUE AUTHORITY ADBRAKA, ACCRA

CERTIFIED TRUE COPY  
  
REGISTRAR  
COMMERCIAL DIVISION  
KUMASI


IN THE HIGH COURT OF JUSTICE  
(COMMERCIAL DIVISION)  
KUMASI-A.D. 2019

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SUIT NO.RPC/73/2019

MULTI CREDIT SAVINGS & LOANS LTD.  
FIRST FLOOR, TRUST HOUSE  
BANTAMA MAIN STREET, BANTAMA- KUMASI  
PIN NO: C0006567738

PLAINTIFF/APPLICANT

FILED ON 15/7/19  
AT 02:50pm  
REGISTRAR  


UNISECURITIES (GHANA) LIMITED  
5<sup>TH</sup> FLOOR PLATINUM PLACE  
HILLA LIMANN HIGHWAY,  
NORTH RIDGE-ACCRA  
HODA HOLDINGS LIMITED  
NO.8 DODI LINK, AIRPORT RESIDENTIAL  
AREA. ACCRA-NORTH.

DEFENDANTS/RESPONDENTS

AFFIDAVIT IN SUPPORT OF MOTION ON NOTICE FOR AN  
ORDER FOR PRESERVATION ORDER 25 RULE 2 (1) OF C.I 47

RICHMOND AKWABOAH, of Plot 5 Block V, New Suame-Kumasi do hereby make oath  
and say as follows:

1. I am the Head of operation of the Plaintiff Company.
2. I have the mandate and authorization of the Plaintiff to depose to the contents of this affidavit. The contents herein contained are within my own knowledge and/or which I have received from third parties which I verily believe same to be true.
3. That Counsel shall, at the hearing of this Application, seek leave of the Honourable Court to refer to all documents/processes filed before the Honourable Court so far as if same form part of this Affidavit.

That Plaintiff have instituted this action against the Defendants claiming as follows:

A/. An order for recovery from the Defendants jointly and severally the total sum, of GH¢89,635,097.76 being investment undertaken by Plaintiff with the 1<sup>st</sup> Defendant and guaranteed by the 2<sup>nd</sup> Defendant and which investments have matured as at 31<sup>st</sup> December 2018 but Defendants have failed to honour due payment.



- B/. Interest on the said sum of GH¢89,635,097.76 at the prevailing bank rate from January 2019 until the date of final payment of the total sum by the Defendants.
- C/. Cost including solicitor's fees and other costs occasioned by the instant suit.
- D/. Any other reliefs that the court may seem just.

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OR IN THE ALTERNATIVE

An Order by this Honourable Court for the judicial sale of the following properties which were mortgaged to the Plaintiff as security by Defendants to secure repayment of the Plaintiff's investments:

- I/. A Parcel of land numbered plot 45A, Independence Avenue, Accra.
  - II/. Plot numbers 26 & 27, Asylum Down, Accra.
  - III/. A Parcel of land, North Ridge Residential Area, Accra.
  - IV/. A 0.39 Hectares (0.98 Acres) Parcel of land, North Ridge Residential Area, Accra identified on Plan No. L.C.S/ GAR 602A/ AC 10062.
  - V/. A 2.056 Hectares (5.020 acres) Land situated at Tema Free Zones with Certificate number TDA. 1410
  - VI/. Cost including solicitor's fees and other costs occasioned by the instant suit.
  - VII/. Any other reliefs that the court may seem just.
5. That the Writ of Summons and Statement of Claim have been duly served on 1<sup>st</sup> and 2<sup>nd</sup> Defendants herein.
6. That the 1<sup>st</sup> and 2<sup>nd</sup> Defendants entered Appearance through their Lawyers and have subsequently filed their defence and the hearing of the case is yet to commence.

The case against the Defendants/Respondents arose by virtue of the fact that between the months of January to November, 2018 the Plaintiff/Applicant (hereinafter 'Plaintiff') invested various sums of money with the 1<sup>st</sup> Defendant Company at an agreed interest rate of between 31% to 33% for 182 to 365 days.

That the total amount of investments that Plaintiff/Applicant made with the 1<sup>st</sup> Defendant company totaled GH¢74,813,470.22 and that the accrued interest for the said investments totaled GH¢14,821,627.54 as at 31<sup>st</sup> December, 2018.

That the Plaintiff/Applicant's total value of its investments with the 1<sup>st</sup> Defendant totaled GH¢89,635,097.76 as at 31<sup>st</sup> December, 2018.



10. That the 2<sup>nd</sup> Defendant guaranteed repayment of the aforesaid investments of the Plaintiff/Applicant together with the accrued interest with the 1<sup>st</sup> Defendant by executing repayment guarantee as surety together with all the subsidiaries to secure the Plaintiff/Applicant's investments. (*Annexed hereto and marked as exhibit "MCSL A & B are copies of documents evidencing the aforesaid Investments by Plaintiff*). 171

11. That by the terms and conditions of the aforesaid repayment guarantee, the 1<sup>st</sup> Defendant was obligated to pay the total principal sums invested together with the accrued interest thereon upon maturity unless the Plaintiff opted to rollover the said investments.

12. That all the investments undertaken with 1<sup>st</sup> Defendant and guaranteed by 2<sup>nd</sup> Defendant which totaled GH¢89,635,097.76 have matured as at 31<sup>st</sup> December, 2018 by virtue of consolidation of the said investments by the Defendants and communicated to Plaintiff.

13. That at the request of Plaintiff/Applicant, the 2<sup>nd</sup> Defendant provided further securities in the form of landed properties which were mortgaged in favour of the Plaintiff. (*Annexed hereto and marked as exhibit "MCSL C, C1, C2, C3 & C4 " are copies of documents evidencing the Deed of Mortgage of the said properties by Defendants in favour of Plaintiff*).

14. That contrary to their payment obligations to Plaintiff/Applicant, the Defendants have neglected to honour due payment of the said sum of GH¢89, 635,097.76.

15. That the 1<sup>st</sup> Defendant has failed to fulfill its payment obligation as stated per paragraph 15 supra and that the default was duly communicated to the 2<sup>nd</sup> Defendant and thereby requesting for the redemption of the said guarantee in favour of Plaintiff as far back as 28<sup>th</sup> January, 2019.

16. That contrary to the said guarantee, the 2<sup>nd</sup> Defendant has failed/neglected to take the necessary steps to make payment of the guaranteed investments to the Plaintiff despite persistent demands by the Plaintiff.

17. That all efforts to impress upon the 1<sup>st</sup> and 2<sup>nd</sup> Defendants to take the needed action to pay the investments totaling GH¢89, 635,097.76 which sum they are jointly and severally liable to pay to Plaintiff have proved futile.

18. That by the conduct of the 1<sup>st</sup> Defendant, it has evinced no intention of paying the sum due and owing by it and that at the commencement of this suit, the Defendants are indebted to the Plaintiff to the tune of GH¢89, 635,097.76 which they are jointly and severally liable to pay.

... only security that could be attached and sold to defray the outstanding indebtedness of Defendants, the sale of any of the said properties prior to the final determination of the case would adversely affect any judgment secured by Plaintiff/Applicant in the case.


20. That Counsel also advises me and I verily believe same to be true that considering the facts of this case the Defendants have no defence to the Plaintiff's suit and the Plaintiff stands a greater chance of winning the case. 172

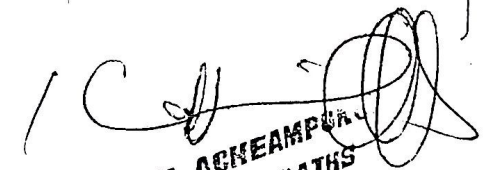
21. That the Plaintiff/Applicant would be prepared to give an undertaking to pay any damages the Defendants/Respondents may suffer as a result of the grant of this application in the unlikely event that Plaintiff fails to secure judgment against Defendants.

22. That Counsel also advises me and I verily believe same to be true that considering the facts of this case and all surrounding circumstances it is just, convenient, proper and necessary for this Honourable Court to exercise its discretion in Plaintiff/Applicant's favour and grant this application.

23. WHEREFORE I depose to this affidavit in good faith in support of the motion herein.

SWORN AT KUMASI THIS 15<sup>TH</sup> DAY OF  
July, 2019.

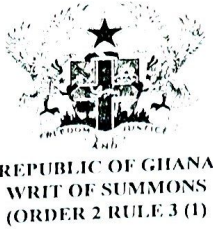
  
DEPONENT

  
REV. CALEB K. AGNEAMPOR  
COMMISSIONER FOR OATHS  
P. O. BOX 11333  
KUMASI - GHANA

BEFORE ME

COMMISSIONER FOR OATHS



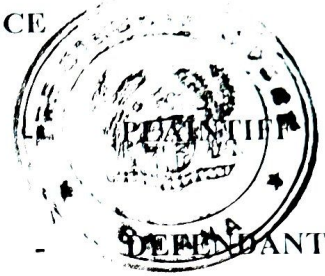


A2/153/19

WRIT ISSUED FROM 30<sup>th</sup> - may - 2019 SUIT NO. ....

IN THE CIRCUIT COURT OF JUSTICE  
KUMASI

CHANCELLOR OPPONG KYEKYEKU KOHL  
H/NO B.A 76 BANTAMA, KUMASI  
VRS  
CONSOLIDATED BANK OF GHANA (CBG)  
NSUASE ADUM BRANCH-KUMASI



(Plaintiff will direct service).

**CERTIFIED TRUE COPY**  
CIRCUIT COURT REGISTRAR  
ADUM-KUMASI  
30/5/19

To  
CONSOLIDATED BANK OF GHANA  
NUSASE ADUM BRANCH-KUMASI

AN ACTION having been commenced against you by the issue of this writ by the above-named Plaintiff CHANCELLOR OPPONG KYEKYEKU KOHL H/NO B.A 76 BANTAMA, KUMASI.

**YOU ARE HEREBY COMMANDED** that within **EIGHT DAYS** after service of this Writ on you inclusive of the day of service you do cause an appearance to be entered for you **CONSOLIDATED BANK OF GHANA**

**AND TAKE NOTICE** that in default of your so doing, judgement may be given in your absence without further notice to you.

Dated this 30<sup>th</sup> day of may 2019

**SOPHIA** *Justice of Ghana* (MS)

NB: This writ is to be served within twelve calendar months from the date of issue unless, it is renewed within six calendar months of that renewal.

The defendant may appear hereto by filing a notice of appearance either personally or by a Lawyer at form 5 at the Registry of the Court of issue of the Writ at Circuit Court, Kumasi. A Defendant appearing personally may, if he desires, give notice of appearance by post.

\* State name, place of residence or business address of Defendant (not Post-Office Box Number)

74250 vs 15 390  
74325 Form - 100  
0/5/19 DTC - 100  
ELC - 100

SEE JUDGE  
CIRCUIT COURT  
30 MAY 2019



STATEMENT OF CLAIM

The Plaintiff's Claim is for:

1. An Order to compel the Defendant to pay the remaining balance of Plaintiff's interest amount of **GHC 32,493.2** of his one-year investment of **GHC 198,000.00** at interest rate of **27%** per annum with defendant which commenced on 4<sup>th</sup> April, 2018 and matured on 4<sup>th</sup> April, 2019.
2. Interest on the said remaining balance of Plaintiff's interest amount of **GHC 32,493.2** from 5<sup>th</sup> April, 2019 till date of final payment at the prevailing bank rate.
3. Damages for breach of contract.
4. Costs of this Suit.

DATED AT KUMASI THIS .....<sup>30<sup>th</sup></sup>.....DAY OF MAY, 2019

KoH  
PLAINTIFF

This Writ was issued by **CHANCELLOR OPPONG KYEKYEKU KOHL**  
**H/NO B.A 76 BANTAMA, KUMASI**

Agent  
Plaintiff **CHANCELLOR OPPONG KYEKYEKU KOHL**  
Who resides at Bantama – Kumasi

Endorsement to be within 3 days after service

This Writ was served by me at

On the Defendant

On the \_\_\_\_\_ day of \_\_\_\_\_

Endorsed \_\_\_\_\_ day of \_\_\_\_\_

3(2) Signed .....

Address .....

**NOTE: If the Plaintiff's claim is for a liquidated demand only, further proceedings will be stayed if within the time limit for appearance the defendant pays the amount claimed to the plaintiff, his lawyer or his agent or into Court as provided for in order 2 rules 3(2)**

3

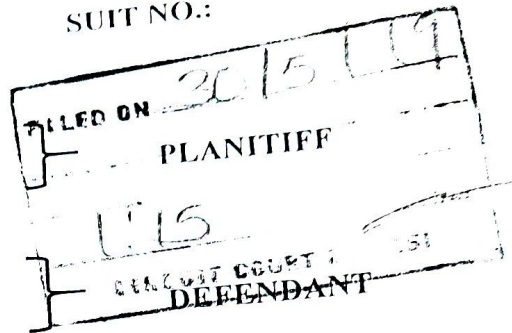
IN THE CIRCUIT COURT OF GHANA  
KUMASI – AD 2019

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SUIT NO.:

CHANCELLOR OPPONG KYEKYEKU KOHL  
H/NO B.A 76 BANTAMA, KUMASI

VRS  
CONSOLIDATED BANK OF GHANA (CBG)  
NSUASE ADUM BRANCH, KUMASI



STATEMENT OF CLAIM

1. Plaintiff was a former law student of University of London but he is unemployed.
2. The defendant is a bank or financial institution located at Nsuase Adum, Kumasi which legally took over the management of the institution from the Beige Bank.
3. Plaintiff avers that he was a customer of the Beige Bank and invested with the Beige Bank before the Consolidated Bank of Ghana legally took over the management of the institution from 1<sup>st</sup> August, 2018.
4. Plaintiff further avers that on 4<sup>th</sup> April, 2018 he made one-year investment with Beige Bank in the form of a fixed term deposit which commenced from 4<sup>th</sup> April, 2018 and matured on 4<sup>th</sup> April, 2019.
5. Plaintiff says that the amount of money placed or used for the said fixed term deposit was GH¢ 198,000.00 and the beige bank gave him an interest rate of 27% per annum on his investment.
6. Plaintiff avers that the Defendant gave him GH¢ 53, 460.00 as the interest rate per annum on his investment when it used the 27% per annum to calculate the interest rate and the interest amount is black and white on the investment certificate issued to him.
7. Plaintiff further avers that the Defendant bank agreed to pay the principal amount of GH¢ 198,000.00 together with the interest of GH¢ 53,460.00 into his account on the maturity or the due date.
8. Plaintiff further says that contrary to expectation, the Bank did not honour his contractual obligation as it failed to credit plaintiff account with his investment money and the interest amount on the maturity date of 4<sup>th</sup> April, 2019.



9. Plaintiff says that the Bank paid **GH¢ 185,282.96** on 25<sup>th</sup> April, 2019 into his account which was three weeks after the maturity of his investment when no interest was paid on both his investment amount and the interest amount for the said three weeks.
10. Plaintiff further avers that on 19<sup>th</sup> December, 2019, the Defendant gave him **GH¢ 30,000.00** upon request which was to be deducted from his investment money.
11. Plaintiff says that he was informed by the Defendant when on 25<sup>th</sup> April, 2019 it credited his account with the said sum of **GH¢ 185,282.96** that the Bank used 27% per annum as agreed in his contract to calculate the interest from 4<sup>th</sup> April, 2018 to 31<sup>st</sup> July, 2018 and got **GH¢ 17,282.96** which was added to the investment amount of **GH¢ 168,000.00** to get the said **GH¢ 185,282.96** when the actual principal was **GH¢ 198,000.00**
12. Plaintiff avers that the Defendant cheated him in his calculation as the said **GH¢ 30,000.00** was given to him by the bank on 19<sup>th</sup> December, 2019 so once the calculation of interest was from 4<sup>th</sup> April, 2018 to 31<sup>st</sup> July, 2018, the said interest of **GH¢ 17,282.96** for that period which it used 27% per annum to calculate should have been added to the principal investment of **GH¢ 198,000.00** to have given him **GH¢ 215,282.96** instead of the **GH¢ 185,282.96** which it credited plaintiff's account with.
13. Plaintiff avers that his principal or investment amount was reduced to **GH¢ 168,000.00** from 19<sup>th</sup> December, 2018 which was to be added to the interest of 27% per annum from that 19<sup>th</sup> December, 2018 to 4<sup>th</sup> April, 2019 because of the **GH¢ 30,000.00** that he received from Defendant.
14. Plaintiff says on 13<sup>th</sup> May, 2019, he personally wrote to the Defendant Bank for it to pay him the remaining balance of interest amount of **GH¢ 32,493.2** into his account without further delay.
15. Plaintiff avers that upon receipt of the said letter, the Manager of the Defendant bank called him on his mobile phone and suggested to him that he was to re write his letter by making his request shorter stating only the amount that the bank owed him.
16. Plaintiff says that on 15<sup>th</sup> May, 2019, he asked his Solicitors, Yaanom Chambers to write demanding the remaining balance of his interest amount of **GH¢ 32,493.2** to be credited into his account within 7 days but the bank defaulted.
17. Plaintiff avers that when he was not receiving any response to the letter written to the Defendant by his lawyers, as well as the one he wrote himself, he asked his friend called Mr. Wiafe to accompany him to see the Manager of the bank for the outcome or update.



- 5
18. Plaintiff avers that just as the Manager of the Bank and her enquiry officer informed him on a visit a day after crediting his account with **GH¢ 185,282.96** that the Defendant would use 13% interest rate per annum to calculate interest on Plaintiff's investment from 1<sup>st</sup> August, 2018 to 4<sup>th</sup> April, 2019, the Manager repeated it on 22<sup>nd</sup> May, 2019 in the presence of Mr. Wiafe and further said she could not give him the time but Plaintiff was to give them up to June, 2019.
  19. Plaintiff avers that in the presence of Mr. Wiafe, the Manager calculated the interest rate of 13% per annum on his investment and arrived at a total sum of **GH¢ 16,285.98**.
  20. Plaintiff avers that the Manager of the Defendant Bank used 13% per annum to calculate the interest on his investment from 1<sup>st</sup> August, 2018 to 19<sup>th</sup> December, 2018 and got **GH¢ 9,943.40** and from 20<sup>th</sup> December, 2018 to 4<sup>th</sup> April, 2019 she got **GH¢ 6,342.58** because of the principal which was reduced to **GH¢ 168,000.00** and this addition gave her the total sum of **GH¢ 16,285.98**.
  21. Plaintiff avers that he went straight away to inform his Solicitors who on 23<sup>rd</sup> May, 2019 wrote for the Defendant to credit Plaintiff's account within 5 days with the partly verbally confirmed **GH¢ 16,285.98** as Plaintiff needed it for his business.
  22. Plaintiff avers that his Solicitors made it clear to the bank that they were still taking instructions from Plaintiff to recover the remaining balance as the investment contract was 27% per annum not the 13% per annum which it used to calculate to get the **GH¢ 16,285.98**.
  23. Plaintiff further avers that this second letter from his Solicitors was also not honoured by the Defendant and on 28<sup>th</sup> May, 2019 the Manager of the Defendant Bank informed Plaintiff that he was still to give them time to pay him.
  24. Plaintiff says that since the Defendant had made up his mind to breach his contract with Plaintiff by using 13% to calculate the interest rate, instead of the 27% per annum, he could not wait for further excuses as even if they had paid the **GH¢ 16,285.98** out of the total remaining interest amount of **GH¢ 32,493.2** he would still have instituted legal action to recover same.
  25. Plaintiff avers that the Defendant Consolidated Bank of Ghana legally took over from the Beige Bank and announced to the general public that all contracts and transactions that had been made between the Beige Bank and his customers remained intact and that the takeover did not change any agreement made between the Bank and its customers.
  26. Plaintiff avers that the legally handing over of the Beige Bank to the Consolidated Bank of Ghana came about not because the bank had gone into liquidation or collapsed, but it was held that the Beige Bank did not provide the required capital to

- establish the Bank when paradoxically it was the bank of Ghana that gave it the licence to operate and so it only injected enough capital to consolidate it.
- 28. Plaintiff avers that if the Consolidated Bank of Ghana had intention to deprive customers their interest amount on their investment, it would have made it clear to the general public before establishing itself.
- 29. Plaintiff avers that when the Consolidated Bank of Ghana legally took over from the Beige Bank on 1<sup>st</sup> August, 2018, neither the Beige Bank nor Consolidated Bank of Ghana wrote to him or alerted him that interest rate of 27% per annum on his investment had been reduced to 13 % as the Defendant is attempting to postulate which would have prompted plaintiff to withdraw his investment.
- 30. Plaintiff further avers that the Defendant did not have any meeting with him, which the two parties all agreed to reduce the interest rate of 27% per annum to 13% per annum when it legally took over.
- 31. Plaintiff avers that the Defendant has breached his contract with him as it failed or defaulted in his contract with him to pay both his principal being his investment and the interest calculated using 27% per annum as contained in the certificate issued to him on the maturity date and this has astronomically, hampered his ability to plough back the interest amount and the principal endangering the building of his economic empire.
- 32. Plaintiff further says that the Defendant has merely employed chicanery to hood wink him in order to be in a position to enjoy the interest amount on his investment which he himself would have enjoyed if it had honoured its contractual obligation and Plaintiff had ploughed back his investment money and the interest amount and is accordingly praying for interest on the **GH¢ 16,285.98** from 4<sup>th</sup> April, 2018 till date of final payment.
- 33. Plaintiff says that the Defendant will not pay back his remaining balance of interest amount of **GH¢ 32,493.2** thereon unless the Honourable Court compels it to do so.
- 34. Plaintiff further says the Defendant has no defense whatsoever to the instant action as Defendant stance has no lawful basis and his action so designed is frivolous and vexatious.
- 35. Plaintiff further repeats that it is anathema to the principal of the law of contract for a party in a contract to attempt to change agreement on maturity date something which all the two parties agreed upon at the time of making the contract, the principle of which does not entertain any excuses and even in emergency situations, the two parties should agree to have the contract reviewed before the due or maturity date.
- 36. Plaintiff says that a contract cannot be reviewed after expiry date of the contract.



37. WHEREFORE Plaintiff claims against the Defendant as follows:

- 1. An Order to compel the Defendant to pay the remaining balance of Plaintiff's interest amount of **GHC 32,493.2** of his one-year investment of **GHC 198,000.00** at interest rate of **27%** per annum with defendant which commenced on 4<sup>th</sup> April, 2018 and matured on 4<sup>th</sup> April, 2019.
- 2. Interest on the said remaining balance of Plaintiff's interest amount of **GHC 32,493.2** from 5<sup>th</sup> April, 2019 till date of final payment at the prevailing bank rate.
- 3. Damages for breach of contract.
- 4. Costs of this Suit.

DATED AT KUMASI THIS 30<sup>th</sup> DAY MAY, 2019

Kol  
PLAINTIFF

THE REGISTRAR  
CIRCUIT COURT  
KUMASI

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN



2

FILED ON 12/16/19  
REGISTRAR  
CIRCUIT COURT KUMASI

8

IN THE CIRCUIT COURT OF JUSTICE  
KUMASI - ASHANTI REGION  
A.D - 2019

SUIT No. A2/153/19

BETWEEN

Chancellor Oppong Kyekyeku Kohl  
H/NO BA 76 Bantama, Kumasi

- PLAINTIFF/APPLICANT

AND

CONSOLIDATED BANK GHANA (CBG)  
NSUASE ADUM BRANCH, KUMASI

- DEFENDANT

MOTION EX - PARTE:  
APPLICATION FOR JUDGMENT IN DEFAULT OF APPEARANCE  
ORDER 10 RULE 1 OF C.I.47

Motion Ex -Parte by Plaintiff / Applicant herein praying for final Judgment against the defendant herein in default of appearance upon the grounds contained in the accompanying affidavit and for such order (s) as this court may deem meet.

Court to be moved on 12th the ..... day of June, 2019 at 9:0'clock in the forenoon or so soon thereafter as Plaintiff / Applicant may be heard.

DATED AT KUMASI THIS 12th DAY OF JUNE, 2019

Kohl  
PLAINTIFF/ APPLICANT

THE REGISTRAR  
CIRCUIT COURT  
KUMASI

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12/6/19

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CASE FILED  
12 JUN 2019  
TELE 55  
CMB KUMASI BRANCH

FILED ON

12/6/19

9

REGISTRAR

CIRCUIT COURT KUMASI

IN THE CIRCUIT COURT OF JUSTICE  
KUMASI - ASHANTI REGION  
A.D - 2019

SUIT No. A2/153/19

BETWEEN

Chancellor Oppong Kyekyeku Kohl  
H/NO BA Bantama, Kumasi

PLAINTIFF/APPLICANT

AND  
CONSOLIDATED BANK GHANA (CBG)  
NSUASE ADUM BRANCH, KUMASI

DEFENDANT

**AFFIDAVIT OF CHANCELLOR OPPONG KYEKYEKU KOHL IN SUPPORT OF  
MOTION EX PARTE FOR JUDGMENT IN DEFAULT OF APPEARANCE**

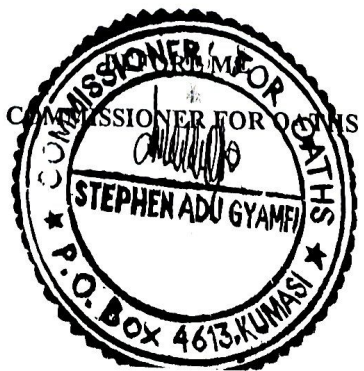
I, Chancellor Oppong Kyekyeku Kohl of BA 76 Bantama, Kumasi make oath and say that:

1. I am the Plaintiff /Applicant and the Deponent herein.
2. The matters herein are facts within my personal knowledge, information and belief.
3. At the hearing of this application, Plaintiff /Applicant shall seek the leave of this Honourable Court to refer to all processes filed so far in this suit as if the same were reproduced in this affidavit and sworn to under oath.
4. On 30<sup>th</sup> May, 2019, the Plaintiff herein caused a Writ of Summons and a Statement of Claim to be issued against the Defendant herein praying for the reliefs endorsed thereto.
5. On 12<sup>th</sup> June, 2019, Plaintiff caused a Search to be conducted at the Registry of this Honourable Court to ascertain whether or not Defendant had entered appearance. The Search results show that the defendant has not entered appearance. Annexed and marked as Exhibit 'A' is the Search result.
6. The time limited for entering appearance has long elapsed, but the said Defendant has failed, refused and / or neglected to do so.
7. On the grounds stated above, the Plaintiff prays this Honourable Court to enter final Judgement against the Defendant in default of appearance.

WHEREFORE I swear this affidavit in support of this instant action.

SWORN IN KUMASI THIS 12<sup>th</sup> DAY OF JUNE, 2019.

[Signature]  
DEPONENT



IN THE CIRCUIT COURT OF JUSTICE  
KUMASI-AD 2019

SUIT NO. A2/153/19

CHANCELLOR OPPONG KYEKYEKU KOHL  
H/NO B.A 76 BANTAMA, KUMASI

PLAINTIFF

FILED ON 17/19

VERSUS

CONSOLIDATED BANK (GH) LTD  
NUSASE ADUM BRANCH-KUMASI

DEFENDANT

REGISTERED  
CIRCUIT COURT KUMASI

ENTRY OF APPEARANCE

TAKE NOTICE that the Defendant hereby enters appearance to the Plaintiff's Writ of Summons by it Solicitor  
CHARLES OKYERE of LAWFIELDS CONSULTING whose address for service is as follows:

#799/3 5<sup>th</sup> CRESCENT  
ASYLUM DOWN,  
ACCRA.

DATED AT LAWFIELDS CONSULTING, No. 799/3, 5<sup>th</sup> CRESCENT, ASYLUM DOWN, ACCRA, THIS  
24<sup>TH</sup> DAY OF JUNE, 2019.

**LAWFIELDS CONSULTING**  
No. 799/3 5<sup>th</sup> Crescent  
Asylum Down (Off Ring Road)  
PMB CT 240 Accra - Ghana

CHARLES OKYERE  
PRACTICE NO. GAR20299/19  
LAWFIELDS CONSULTING  
SOLICITORS FOR DEFENDANT  
TIN NO. P0000653209

THE REGISTRAR  
CIRCUIT COURT  
KUMASI

AND TO THE ABOVE NAMED PLAINTIFF, CHANCELLOR OPPONG KYEKYEKU KOHL OF  
H/NO B.A 76 BANTAMA, KUMASI.

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Sum 20.00

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CERTIFICATE

H. Asandoo, Registrar of the <sup>Circuit</sup> High Court certify that appearance to the Plaintiff's Writ of Summons was entered on behalf of the Defendants on this 10<sup>th</sup> day of July 1959.



Signature

REGISTRAR CIRCUIT COURT  
KUMASI

The Registrar  
Circuit Court  
Kumasi

13

IN THE CIRCUIT COURT OF JUSTICE  
KUMASI - ASHANTI REGION  
A.D - 2019

SUIT No. A2/153/19

FILED ON 15/7/19  
PLAINTIFF/APPLICANT  
130  
CIRCUIT COURT KUMASI

BETWEEN

CHANCELLOR OPPONG KYEKYEKU KOHL -  
H/NO BA 76 BANTAMA, KUMASI

AND

CONSOLIDATED BANK GHANA (CBG) -  
NSUASE ADUM BRANCH, KUMASI

DEFENDANT/RESPONDENT

MOTION ON NOTICE

APPLICATION FOR JUDGMENT IN DEFAULT OF DEFENCE  
UNDER Order 13 RULE 1 OF C. 47

MOTION ON NOTICE by Plaintiff /Applicant herein praying the Honourable Court to sign Judgment against the Defendant /Respondent herein in default of defence upon the grounds contained in the accompanying affidavit and for any further Order (s) as to this Court may deem meet.

COURT TO BE MOVED on ..... the ..... day of July, 2019 at 9:0'clock in the forenoon or so soon thereafter as the Plaintiff/ Applicant may be heard

DATED IN KUMASI THIS 15<sup>TH</sup> DAY OF JULY, 2019

M/A  
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.....  
Plaintiff/ Applicant

THE REGISTRAR  
CIRCUIT COURT  
KUMASI

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15/7/19

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN OR ITS SOLICITOR CHARLES OKYERE OF LAWFIELDS CONSULTING NO. 799/3, 5<sup>TH</sup> CRESCENT ASYLUM DOWN, ACCRA (OFF RING ROAD) P.M.B CT 244, ACCRA

FILED  
JUL 20 2019  
CIRCUIT COURT KUMASI

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IN THE CIRCUIT COURT OF JUSTICE  
KUMASI – ASHANTI REGION  
A.D - 2019

14

CHANCELLOR OPPONG KYEKYEKU KOHL  
H/NO BA 76 BANTAMA, KUMASI  
AND  
CONSOLIDATED BANK GHANA (CBG)  
NSUASE ADUM BRANCH, KUMASI

SUIT No. A2/153/19  
FILED ON  
PLAINTIFF/APPLICANT  
DEFENDANT/RESPONDENT  
CIRCUIT COURT KUMASI

AFFIDAVIT OF CHANCELLOR OPPONG KYEKYEKU KOHL IN SUPPORT OF  
MOTION FOR JUDGMENT IN DEFAULT OF DEFENCE

I, Chancellor Oppong Kyekyeku Kohl of BA 76 Bantama, Kumasi make oath and say as follows that:

1. I am the Plaintiff and the Deponent herein.
2. On 30<sup>th</sup> May, 2019, I caused a Writ of Summons together with a Statement of Claim to be issued against the Defendant seeking the following reliefs.
  - a. An Order to compel the Defendant to pay the remaining balance of Plaintiff's interest amount of **GH¢ 32,493.2** of his one-year investment of **GH¢ 198,000.00** at interest rate of **27% per annum** with defendant which commenced on 4<sup>th</sup> April, 2018 and matured on 4<sup>th</sup> April, 2019.
  - b. Interest on the said remaining balance of Plaintiff's interest amount of **GH¢ 32,493.2** from 5<sup>th</sup> April, 2019 till date of final payment at the prevailing bank rate.
  - c. Damages for breach of contract.
  - d. Costs of this Suit.
3. The Defendant entered appearance on 1<sup>st</sup> July, 2019 through its solicitor Charles Okyere of lawfields Consulting Accra.
4. A search that I conducted on 15<sup>th</sup> July, 2019 at the Registry of this Court revealed that the Defendant had not filed his Defence. Annexed and marked as **Exhibit 'A'** is a copy of the said Search.
5. The Defendant has failed, refused and/ or neglected to deliver a Statement of Defence long after he has been served with the Writ and entered appearance.
6. By Rules of Court, I am entitled to Judgment in default of defence and I am seeking the leave of this Honourable Court to apply for Judgment against the Defendant in default of defence.

WHEREFORE I swear to this affidavit in support of the present application.

SWORN at Kumasi this 15<sup>th</sup> day of July, 2019



  
DEPONENT



SUIT NO.: A2/153/19

CHANCELLOR OPPONG KYEKYEKU KOHL :::  
H/NO B.A 76 BANTAMA, KUMASI

PLAINTIFF

VRS.

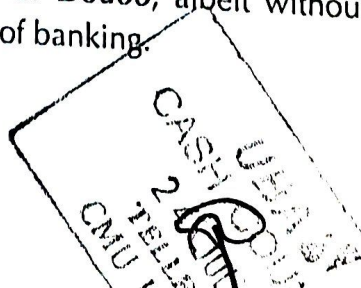
CONSOLIDATED BANK OF GHANA :::  
NSUASE ADUM BRANCH, KUMASI

DEFENDANT

STATEMENT OF DEFENCE

Save as hereinafter admitted, the Defendant denies each and every material allegation of fact contained in the Plaintiff's Statement of Claim as if the same were set out in *extenso* and denied *seriatim*.

1. The Defendant says it is not in the position to confirm the veracity or otherwise of Paragraph 1 of the Plaintiff's Statement of Claim and therefore denies the said averment.
2. Save that the Defendant is a financial institution that operates one of its branches at Nsuase Adum, Kumasi, the Defendant denies Paragraph 2 of the Plaintiff's Statement of Claim.
3. The Defendant denies Paragraph 3 of the Plaintiff's Statement of Claim and says that it did not take over the management of the erstwhile Beige Bank Limited.
4. The Defendant repeats the immediately preceding paragraph and says that it was set up as a '*bridge Institution*' by the Bank of Ghana (BoG) pursuant to the provisions of the Banks and Specialized Deposit Taking Institutions Act, 2016 (Act 930), to assume *selected assets and liabilities* of a number of defunct banks including the Beige Bank Limited.
5. The Defendant says that the Beige Bank Limited to date remains an extant corporate entity, which is currently under the able management and receivership of *Mr. Nii Amanor Dodoo*, albeit without authorization from the BoG to carry on the business of banking.



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6. The Defendant says the actions that occurred on the 1<sup>st</sup> August 2018, which culminated in the collapse of the Beige Bank Limited and ushered in the Defendant Bank, did not amount to a merger, amalgamation or takeover of the management of the erstwhile Beige Bank Limited by the Defendant Bank.
7. The Defendant repeats paragraphs 4, 5 and 6 herein and says that the Defendant Bank by way of its operations, management and legal personality remains a totally independent and distinct entity from Beige Bank Limited (under Receivership).
8. The Defendant says further that in spite of the Defendants mandate to assume **selected assets and liabilities** of the erstwhile Beige Bank Limited; it (Defendant) was not required, effective 1<sup>st</sup> August 2018, to assume the imprudent practices of assigning huge interest rates, *inter alia*, to Fixed Deposits. A practice that eventually led to the collapse of the Beige Bank Limited.
9. The Defendant says that to the extent that it is an entirely distinct entity from the erstwhile Beige Bank Limited, it is not under any obligation to apply the rate of 27% that the erstwhile Beige Bank Limited applied to its Fixed Deposits.
10. The Defendant repeats paragraph 9 above and says that the Plaintiff's demand that his investment be calculated at 27% instead of the 13% currently being applied by the Defendant across all its Fixed Deposits is irregular in light of paragraphs 3, 4 and 6 above.
11. That Defendant says, in light of its averments in paragraphs 5, 6, 7, 8, 9 and 10 above, that the Plaintiff's insistence for a rate of 27% to be applied to his Fixed Deposit can only justified if he seeks to enforce that right against Beige Bank Limited, through the Receiver who is clothed with full capacity under Act 930 to act as the sole representative, manager and shareholder of the erstwhile Beige Bank Limited.
12. The Defendant says it does not reside with the Plaintiff to demand for the rate of 27% to applied to his Fixed Deposit when it is apparent that that right is only exercisable and enforceable against the Beige Bank Limited (under Receivership) and not the Defendant with whom he has no contract.
13. The Defendant says that if the Plaintiff wants to insist on enforcing the full terms of the Fixed Deposit made with Beige Bank Limited, the proper quarters for him to have sought to redeem his funds is from the Receiver of the erstwhile Beige Bank Limited, who till date remains bound to the full extent of the Fixed Deposit agreement executed between the Plaintiff and Beige Bank Limited (under Receivership).



14. The Defendant admits paragraph 6 of the Statement of Claim save that it was the erstwhile Beige Bank Limited and not the Defendant which offered the customer 27% per annum.
15. The Defendant says that at no point did it inform the Plaintiff that it was bound by the contract executed between the Plaintiff and Beige Bank Limited to retain the contractual rate of 27%.
16. Save that the Defendant agreed to pay principal and interest at a rate of 13% from the 1<sup>st</sup> of August on the Plaintiff's investment upon maturity, the Defendant denies Paragraph 7 of the Plaintiff's Statement of Claim.
17. The Defendant admits paragraph 8 of the Plaintiff's Statement of Claim and says that on 4<sup>th</sup> April, 2019, when the Plaintiff's Fixed Deposit became due for payment, the Defendant had not completed its processes of validation and by extension did not have the authorization to make any payments to the Plaintiff.
18. The Defendant says that the averments made by the Plaintiff which suggest that the Defendant Bank intends to cheat him are spurious, ill-informed and ultimately intended to mislead this court for the reasons stated in the ensuing paragraphs.
19. The Defendant says that Plaintiff's Fixed Deposit investment of GHS 198,000 was placed with the erstwhile Beige Bank at an interest rate of 27% for the duration commencing 4<sup>th</sup> April 2018 to 4<sup>th</sup> April 2019.
20. The Defendant says that, all things being equal, the Plaintiff was entitled to interest on his investment in the amount of **GHS 53,460** payable to him upon full maturity of the Fixed Deposit on 4<sup>th</sup> April 2019.
21. The Defendant says, however, that prior to the investment running its full duration from 4<sup>th</sup> April 2018 to 4<sup>th</sup> April 2019, two critical events occurred which truncated or impacted the Plaintiff's investment as intended by the Plaintiff and Beige Bank Limited.
22. The Defendant says that the first event, which has already been highlighted in paragraphs 4 and 6 above was the Bank of Ghana's revocation of the banking licence of Beige Bank Limited on 1<sup>st</sup> August 2018 and placing the said erstwhile financial institution under Receivership.
23. The second event, however, occurred at the instance of the Plaintiff himself when on the 19<sup>th</sup> December 2019, he made a partial redemption of GHS 30,000 out of his principal investment sum of 198,000 prior to the full maturity of his investment. This reduced the Plaintiff's principal investment amount to GHS168,000.



- 24. The Defendant says that the first event captured under paragraph 22 above is relevant to the extent that it set the tone and reference point beyond which the interest payable on the Plaintiff's investment was varied from 27% as used by Beige Bank Limited to 13% as used by the Defendant Bank.
- 25. The Defendant says that the second event captured under paragraph 23 above is equally relevant to the extent that all pre-maturity requests for any redemption in investment is applied to the principal amount invested and not to accrued interest; which in this case is the principal investment of GHS 198,000.
- 26. The Defendant says further that as a result of these 2 events, the time lines and interest for the computation of the full entitlement of the Plaintiff's claim became fragmented for the full duration of the Plaintiff's investment from 4<sup>th</sup> April 2018 to 4<sup>th</sup> April 2019.
- 27. The Defendant says it was compelled to reconcile these events and fragmentations in chronological order for the benefit of the Plaintiff as follows:
  - I. **4<sup>th</sup> April, 2018-** Investment of GHS 198,000 placed at Beige Bank Limited at interest rate 27% p.a on 4<sup>th</sup> April 2018;
  - II. **4<sup>th</sup> April, 2018 to 1<sup>st</sup> August 2018-** Interest calculated at 27% p.a on GHS 198,000. (Interest of GHS 17,282 to be added on full maturity);
  - III. **Effective 1<sup>st</sup> August, 2018-** Interest rate of Investment on GHS 198,000 placed with the Defendant reduced to the applicable rate of the Defendant at 13% p.a (Date of creation of Defendant Bank);
  - ✓ IV. **1<sup>st</sup> August, 2018 to 19<sup>th</sup> December, 2018-** Interest calculated at 13% on GHS 198,000. (Interest of GHS 9,943.40 to be added on full maturity);
  - V. **19<sup>th</sup> December, 2018-** Partial redemption of Principal Investment to GHS 168,000 as a result of withdrawal by Plaintiff of GHS 30,000;
  - ✓ VI. **19<sup>th</sup> December, 2018 to 4<sup>th</sup> April, 2019-** Interest rate calculated on new Investment principal of 168,000 at 13% p.a from. (Interest of GHS 6,342.58 to be added on full maturity).
  - VII. **25<sup>th</sup> April 2019-** Payment of **185,282.96** (made up of the outstanding Principal sum of GHS 168,000 and GHS 17,282)
  - ✓ VIII. **Outstanding interest to be paid-GHS 16,285.98** (made up of interest of GHS 6,342.58 9,943.40 )

28. The Defendant admits paragraph 9 of the Plaintiff's Statement of Claim and says that upon completing the needed validation of the Plaintiff's investment it immediately made a payment of **One Hundred and Eighty Five Thousand, Two Hundred and Eighty Five Ghana Cedis and Ninety Six Pesewas (GHS 185,282.96)** on 25<sup>th</sup> April 2019.
29. The Defendant admits paragraph 10 of the Plaintiff's Statement of Claim to the extent that it confirms the averment contained in paragraph 27 herein.
30. The Defendant admits paragraph 11 of the Plaintiff's Statement of Claim to the extent that it confirms the averment contained in paragraph 27 herein.
31. The Defendant vehemently denies paragraph 12 of the Plaintiff's Statement of Claim and says that it finds the averment made by Plaintiff to be utterly inappropriate and uncalled for.
32. In further response to paragraph 12 of the Plaintiff's Statement of Claim, the Defendant repeats paragraph 27 herein and says that when the Plaintiff redeemed the amount of GHS30,000 on 19<sup>th</sup> December 2018 the said redemption was accordingly applied to his principal investment of 198,000 which reduced the principal investment to GHS 168,000.
33. The Defendant denies paragraphs 13 of the Plaintiff's Statement of Claim and puts the him to strict proof .
34. The Defendant denies paragraphs 14 and 15 of the Plaintiff's Statement of Claim and puts the Plaintiff to strict proof.
35. The Defendant says that it is not in the position to confirm the veracity or otherwise of Paragraph 16 of the Plaintiff's Statement of Claim and therefore denies the said averment.
36. The Defendant denies paragraphs 18 and 19 of the Plaintiff's Statement of Claim and puts the Plaintiff to strict proof.
37. The Defendant admits paragraph 20 of the Plaintiff Statement of claim.
38. The Defendant says that it is not in the position to confirm the veracity or otherwise of Paragraphs 21 and 22 of the Plaintiff's Statement of Claim and therefore denies the said averments.
39. The Defendant denies paragraphs 23 and 24 of the Plaintiff's Statement of Claim and puts the Plaintiff to strict proof.

- 40. The Defendant categorically denies paragraphs 25 of the Plaintiff's Statement and in response repeats paragraphs 3, 4, 5, 6 and 7 herein.
- 41. The Defendant denies paragraphs 23 and 24 of the Plaintiff's Statement of Claim and puts the Plaintiff to strict proof.
- 42. The Defendant denies paragraphs 26 and 27 of the Plaintiff's Statement of Claim puts the Plaintiff to strict proof.
- 43. The Defendant denies paragraphs 28, 29, 30 Plaintiff's Statement of Claim.
- 44. The Defendant denies paragraphs 31, 32, 33, 34, 35 and 36 of the Plaintiff's Statement of Claim.

DATED AT LAWFIELDS CONSULTING, ACCRA THIS 20<sup>TH</sup> DAY OF JULY 2019

**LAWFIELDS CONSULTING**  
 No. 799/3, 5th Crescent  
 Asylum Down, Accra (off Ring Road)  
 PMB CT 244, Accra - Ghana



**CHARLES OKYERE**  
 PRACTICE NO. GAR 20229/19  
 LAWFIELDS CONSULTING  
 SOLICITORS FOR DEFENDANT

**TIN: P0000653209**

TO THE REGISTRAR  
 THE CIRCUIT COURT  
 KUMASI

**AND TO: THE PLAINTIFF WHOSE ADDRESS FOR SERVICE IS H/NO. B.A. 76  
 BANTAMA, KUMASI**



IN THE CIRCUIT COURT OF JUSTICE  
KUMASI – ASHANTI REGION  
A.D - 2019

35

CHANCELLOR OPPONG KYEKYEKU KOHL,  
H/NO BA 76 BANTAMA, KUMASI  
VRS  
CONSOLIDATED BANK GHANA (CBG)  
NSUASE ADUM BRANCH, KUMASI

SUIT No. A2/153/19  
27/1/19  
PLAINTIFF  
DEFENDANT  
CIRCUIT COURT KUMASI

REPLY TO STATEMENT OF DEFENCE

1. Plaintiff joins issues with the Defendant on his Statement of Defence.
2. Plaintiff denies paragraph 1 of Defendant's Statement of Defence and sticks to his averment in his Statement of Claim.
3. Plaintiff partly admits and partly denies paragraph 2 of Defendant's Statement of Defence and repeats that the Defendant legally took over the management of the institution from the Beige bank.
4. Plaintiff denies paragraph 3 of Defendant's Statement of Defence and maintains his averment in his Statement of Claim.
5. Plaintiff, denies paragraph 4, 5 and 6 of Defendant's Statement of Defence and maintains his averments in his Statement of Claim.
6. In addition to paragraph 5, herein supra, especially Defendant's paragraph 6, Plaintiff avers that the Defendant's Bank did not collapse as being postulated but the Bank of Ghana which defendant claims it set it up as a bridge institution only raised fingers about the erstwhile Beige Bank's capital requirement for its establishment when the paradox is that it is the same Bank of Ghana that issued the erstwhile Beige bank licence to operate a fact which is not disputed.

7. Plaintiff denies paragraph 7 of Defendant's Statement of Defence and sticks to his averment in paragraph 7 of his Statement of Claim.

8. Plaintiff denies paragraph 8 of Defendant's Statement of Defence and avers that the method that it wants to adopt is imprudent as it is intended to deprive Plaintiff of his interest on his investment as now that it wants to reduce the interest rate on Plaintiff's investment from 27% interest rate per annum to 13%.

(8b) In further answer to paragraph 8 of Defendant's Statement of Defence, Plaintiff asks this important question that if in future a customer of Defendant Bank who has been given 13% interest rate per annum also after maturity of his investment confronts the Defendant that may be his house has burnt down due to conflagration and needs money to rehabilitate it so the Defendant should increase the interest rate from 13% to 30% is the bank going to accept that, that is why Defendant's action is preposterous.

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- 9. Plaintiff denies paragraph 9 of Defendant's Statement of Defence and sticks to his averment in paragraph 9 of his Statement of Claim and avers that the Defendant Bank used 27% to calculate part of his investment and credited his account with GHe 185, 282.96 on 25<sup>th</sup> April, 2019 which payment was not made by the erstwhile Beige bank but Defendant herein which it failed to comment on the said payment in Plaintiff's paragraph 9.
- 10. Plaintiff denies paragraph 10 of Defendant's Statement of Defence and sticks to his averments in paragraphs 3, 4, and 6 of his Statement of Claim.
- 11. Plaintiff denies paragraph 11 of Defendant's Statement of Defence and avers that the Defendant legally took over from the Beige bank and announced nationwide that all contracts with the erstwhile Beige Bank remained intact and made it clear to customers that it was going to be responsible for all transactions and that is why Plaintiff is enforcing his right against the Defendant and there is evidence that the Defendant used 27% interest rate per annum to calculate part of Plaintiff's investment thereby crediting Plaintiff's account with GHe 185,282.96 and this was not enforced on the erstwhile Beige Bank but as a result of the contract that the Defendant is legally bound or obliged.
- 12. Plaintiff denies paragraph 12 of Defendant's Statement of Defence and avers that if he does not have a contract with the Defendant then it should not have made part payment of his investment to him and it was because Defendant legally took over from the Beige Bank that was why it used 27% per annum to calculate part of his investment and paid it into his account without the receiver having hands in it.
- 13. Plaintiff denies paragraph 13 of Defendant's Statement of Defence and avers that Defendant stands bound to the full extent of Plaintiff's fixed deposit with the erstwhile Beige bank as it legally took over from him and inherited the interest or profit obtained from Plaintiff's one-year investment with its predecessor.
- 14. Plaintiff in answer to paragraph 14 of Defendant's Statement of Defence avers that once it legally took over from the erstwhile Beige Bank, it is legally bound to pay Plaintiff 27% per annum interest rate on his investment.
- 15. Plaintiff denies paragraph 15 of Defendant's Statement of Defence and avers that if Defendant had as its policy to pay 13% per annum not 27% per annum as Plaintiff contracted with the erstwhile Beige Bank, undoubtedly it would have announced it to Plaintiff immediately it legally took over from the Beige Bank and would not have waited to do so after maturity of his contract which the Plaintiff would have withdrawn his investment.
- 16. Plaintiff denies paragraph 16 of Defendant's Statement of Defence and sticks to his paragraph 7 of his Statement of Claim and says that the investment certificate issued to him by the erstwhile Beige Bank which it legally took over from attests to his Claim stated at paragraph 7 of his Statement of Claim.
- 17. Plaintiff partly admits paragraph 17 of Defendant's Statement of Defence that on 4<sup>th</sup> April, 2019 his investment was due for payment by the Defendant and this explains why Plaintiff holds that because Defendant which had legally taken over from the Beige Bank did not honour its contractual obligation the Defendant had breached his contract with Plaintiff to pay Plaintiff some damages the rest of the averments are denied.



18. Plaintiff denies paragraph 18 of Defendant's Statement of Defence and sticks to whatever averment that he has made in his Statement of Claim as the facts of the case make Plaintiff's position quite clear.

19. Plaintiff admits paragraph 19 of Defendant's Statement of Defence but says that the Defendant legally took over from the Beige Bank and so it is responsible for the contract made between the plaintiff and the erstwhile Beige Bank.

20. Plaintiff admits that he was entitled to his interest on his investment upon maturity based on the 27% per annum which the erstwhile Beige Bank that the Defendant legally took over agreed to pay.

21. Plaintiff partly admits and partly denies paragraph 21 of Defendant's Statement of Defence and avers that none of the two events in any way truncated or impacted on Plaintiff's investment as intended by him and Beige Bank Limited's interest rate per annum on Plaintiff's investment.

22. Plaintiff partly admits and partly denies paragraph 22 of Defendant's Statement of Defence and says that he is aware of the revocation of the banking licence of Beige Bank limited which licence was issued by the Bank of Ghana itself which revoked it because it claimed it did not meet the capital requirement to enable it to operate and the same Bank of Ghana authorized the erstwhile Beige bank to operate and later mandated the defendant to legally take over the operations of the erstwhile Beige Bank and so Defendant became responsible for any legal transaction that took place between Plaintiff and the Beige Bank.

23. Plaintiff partly admits and partly denies paragraph 23 of Defendant's Statement of Defence and Plaintiff avers that though there was a partial redemption, that in no way truncated Plaintiff's investment with erstwhile Beige Bank in the sense that there is a penalty of 25% which is attached to such partial withdrawals before maturity of the investment interpolated black and white in the investment certificate issued to Plaintiff and Plaintiff calculated and deducted 25% less the Plaintiff's interest on the **GH¢ 30,000.00** from 4<sup>th</sup> April, 2018 to 19<sup>th</sup> December, 2018 partial withdrawal.

23(b). In further answer to paragraph 23 of Defendant's Statement of Defence, Plaintiff avers that the withdrawal of the **GH¢30,000.00** reduced his principal investment of **GH¢ 198,000.00** to **GH¢168,000** which does not affect the 27% interest rate per annum agreed between the Plaintiff and the Beige Bank because of the penalty inserted in the contract else it would have affected the 13% Defendant has already used to calculate the interest on Plaintiff investment in his Statement of Defence.

24. Plaintiff denies paragraph 24 of Defendant's Statement of Defence and in answer says that the Defendant legally took over the management of the erstwhile Beige Bank and its contract with Plaintiff remained intact as if there were to be any variation from 27% payable on the Plaintiff's investment different as Plaintiff agreed with the Beige Bank to 13% as intended to be used by defendant bank, the Defendant Bank would have informed Plaintiff for a new agreement policy to be drawn and agreed between the parties before the expiry or maturity of Plaintiff's investment so the said revocation of the erstwhile Beige Bank license could not in any way set any tone and reference point in this regard which could affect Plaintiff's investment interest rate per annum as greed in his contract with erstwhile Beige Bank.



18. Plaintiff denies paragraph 18 of Defendant's Statement of Defence and sticks to whatever averment that he has made in his Statement of Claim as the facts of the case make Plaintiff's position quite clear.

19. Plaintiff admits paragraph 19 of Defendant's Statement of Defence but says that the Defendant legally took over from the Beige Bank and so it is responsible for the contract made between the plaintiff and the erstwhile Beige Bank.

20. Plaintiff admits that he was entitled to his interest on his investment upon maturity based on the 27% per annum which the erstwhile Beige Bank that the Defendant legally took over agreed to pay.

21. Plaintiff partly admits and partly denies paragraph 21 of Defendant's Statement of Defence and avers that none of the two events in any way truncated or impacted on Plaintiff's investment as intended by him and Beige Bank Limited's interest rate per annum on Plaintiff's investment.

22. Plaintiff partly admits and partly denies paragraph 22 of Defendant's Statement of Defence and says that he is aware of the revocation of the banking licence of Beige Bank limited which licence was issued by the Bank of Ghana itself which revoked it because it claimed it did not meet the capital requirement to enable it to operate and the same Bank of Ghana authorized the erstwhile Beige bank to operate and later mandated the defendant to legally take over the operations of the erstwhile Beige Bank and so Defendant became responsible for any legal transaction that took place between Plaintiff and the Beige Bank.

23. Plaintiff partly admits and partly denies paragraph 23 of Defendant's Statement of Defence and Plaintiff avers that though there was a partial redemption, that in no way truncated Plaintiff's investment with erstwhile Beige Bank in the sense that there is a penalty of 25% which is attached to such partial withdrawals before maturity of the investment interpolated black and white in the investment certificate issued to Plaintiff and Plaintiff calculated and deducted 25% less the Plaintiff's interest on the GH¢ 30,000.00 from 4<sup>th</sup> April, 2018 to 19<sup>th</sup> December, 2018 partial withdrawal.

23(b). In further answer to paragraph 23 of Defendant's Statement of Defence, Plaintiff avers that the withdrawal of the GH¢30,000.00 reduced his principal investment of GH¢ 198,000.00 to GH¢168,000 which does not affect the 27% interest rate per annum agreed between the Plaintiff and the Beige Bank because of the penalty inserted in the contract else it would have affected the 13% Defendant has already used to calculate the interest on Plaintiff investment in his Statement of Defence.

24. Plaintiff denies paragraph 24 of Defendant's Statement of Defence and in answer says that the Defendant legally took over the management of the erstwhile Beige Bank and its contract with Plaintiff remained intact as if there were to be any variation from 27% payable on the Plaintiff's investment different as Plaintiff agreed with the Beige Bank to 13% as intended to be used by defendant bank, the Defendant Bank would have informed Plaintiff for a new agreement policy to be drawn and agreed between the parties before the expiry or maturity of Plaintiff's investment so the said revocation of the erstwhile Beige Bank license could not in any way set any tone and reference point in this regard which could affect Plaintiff's investment interest rate per annum as greed in his contract with erstwhile Beige Bank.



25. In further answer to paragraph 24 of Defendant's Statement of Defence, Plaintiff reiterates that a contract cannot be reviewed after maturity of the contract or that a party in a contract cannot unilaterally review a contract without the other party agreeing to it.

26. Plaintiff admits and partly denies paragraph 25 of Defendant's Statement of Defence and in answer says that he admits that prematurity requests for redemption as in Plaintiff's scenario reduced the principal amount invested, as in this case, the GH¢ 30,000.00 withdrawn before maturity reduced the principal from GH¢ 198,000.00 to GH¢ 168,000.00 but did not change the 27% interest rate as agreed in the contract as there is a penalty clause of 25% less the interest after using 27% interest rate to calculate so in this case, the penalty of 25% less the interest on the said GH¢ 30,000.00 as contained in the investment certificate was deducted maintaining the 27% and this did not affect the 27% interest rate per annum on Plaintiff's investment because of the investment clause as discussed under paragraph 23 herein.

27. In further denial of Defendant's paragraph 25 of his Statement of Defence, Plaintiff states that after the principal amount was reduced to GH¢ 168,000.000 the 27% interest rate per annum still applied because of the penalty clause and all these deductions were made before Plaintiff instituted the action and Plaintiff says that the 13% interest rate per annum is a different issue which has no coterminous with the penalty on the said 27% interest rate per annum which Plaintiff suggests that if there was to be any change in his investment agreement, defendant would have discussed it with him for a fresh certificate to be issued to him after agreement which Plaintiff would not have agreed and so would have prompted him to withdraw his investment.

28. Plaintiff partly admits and partly denies paragraph 26 of Defendant's Statement of Defence and says what he admits is in respect of the computation of the full entitlement of the said total interest of GH¢ 53,460.00 on his investment from 4<sup>th</sup> April, 2019 and in answer says that the 25% less interest amount on the GH¢ 30,000.00 as contained in the certificate gave Plaintiff 75% instead of 100% of the interest on the GH¢ 30,000.00 withdrawn before the maturity date which was from 4<sup>th</sup> April, 2018 to 19<sup>th</sup> December, 2018.

29. In further answer to paragraph 26 of Defendant's Statement of Defence, Plaintiff says that the full interest rate on the GH¢30,000.00 using the 27% to calculate gives a figure of GH¢ 5,326.0274, the 75% of which is GH¢ 3,994.5255 while the 25% less the GH¢ 5,326.0274 is GH¢ 1,331.51 and Plaintiff stated all these in his letter dated 13<sup>th</sup> May, 2019 served on Defendant and when the principal amount was reduced from GH¢ 198,000 to GH¢ 168,000.00 on 19<sup>th</sup> December, 2018, and the interest amount using the principal of GH¢ 168,000.00 to calculate from 19<sup>th</sup> December, 2018 to 4<sup>th</sup> April, 2019 was GH¢ 13,173.0411 so the interest amount because of the withdrawal of the GH¢ 30,000.00 reduced the GH¢ 53,460.00 being the total interest on Plaintiff's investment to GH¢ 49,776.1644 which were all factored into and deducted leaving the outstanding balance of GH¢ 32,493.2 which the Plaintiff has sued so discounting the revocation of the erstwhile Beige Bank license issue all deductions regarding the GH¢ 30,000.00 withdrawal before maturity were made which Defendant cannot dispute.

30. Plaintiff partly admits and partly denies paragraph 27 of Defendant's Statement of Defence and avers that he admits (i), (v), and partly admits (ii), (vii) and denies (iii), (iv), (vi) and (viii) of Defendant's paragraph 27 and Plaintiff says he is compelled to reconcile these events and fragmentation as follows for clarity.



- 39
- (i) 4<sup>th</sup> April, 2018 – Investment of **GHe 198,000.00** placed on Beige Bank limited at interest rate of 27% per annum on 4<sup>th</sup> April, 2018.
  - (ii) 4<sup>th</sup> April, 2018 to 1<sup>st</sup> August, 2018 – Investment calculated at 27% per annum on **GHe 198,000.00** (interest of **GHe 17,282** as part calculation of interest on Plaintiff's investment).
  - (iii) Effective 1<sup>st</sup> August, 2018 – interest rate of investment on **GHe 198,000.00** placed with the Defendant stood at 27% per annum (in spite of the creation of Defendant Bank).
  - (iv) 1<sup>st</sup> August, 2018 to 19<sup>th</sup> December, 2018 – interest calculated at 27% on **GHe 198, 000.00** interest of (**GHe 20,505.2055** to be added on full maturity).
  - (v) 19<sup>th</sup> December, 2018 partial redemption of principal investment to **GHe 168,000.00** as a result of withdrawal by Plaintiff of **GHe 30,000.00**.
  - (vi) 19<sup>th</sup> December, 2018 to 4<sup>th</sup> April, 2019 – interest rate calculated on new investment principal of **GHe 168,000.00** at 27% per annum from (interest of **GHe 13, 173.0411** to be added on full maturity).
  - (vii) 25<sup>th</sup> April, 2019 – payment of **GHe 185,282.96** (made up of outstanding principal sum of **GHe 168,000.00** and **GHe 17,282.00** which is partly agreed but the **GHe 17,282.00** should have been added to the principal sum of **GHe 198,000.00** as the **GHe 17,282.00** calculation does not fall within the **GHe 168,00.00** which commenced from 19<sup>th</sup> December, 2018 after withdrawal of the **GHe 30,000.00**).
  - (viii) Outstanding interest to be paid is **GHe 32,493.2** (made up of interest of **GHe 13,173.04** and **GHe 20,358.74 – GHe 1,331.51** being 25% less interest on the **GHe 30,000.00** withdrawn on 19<sup>th</sup> December, 2018 as penalty contained in the investment certificate not **GHe 16, 285.95** as stated by Defendant in his paragraph 27 (viii)).

31. Plaintiff denies paragraph 31 of Defendant's Statement of Defence and sticks to his averment in paragraph 12 of his Statement of Claim.
32. Plaintiff partly admits and partly denies paragraph 32 of Defendant's Statement of Defence and plaintiff avers that his denial is all about the fact that the **GHe 17, 282. 96** which was the interest rate from 4<sup>th</sup> April, 2018 to 1<sup>st</sup> July, 2018 which Defendant used 27% to calculate the interest as contained in the agreement sum of **GHe 198,000.00** not **GHe 168,000.00** as the withdrawal of the **Ghe 30,000.00** was from 4<sup>th</sup> April, 2018 to 31<sup>st</sup> July, 2018.
33. Plaintiff denies paragraph 33 of Defendant's Statement of Defence and sticks to his averment in paragraph 13 of his Statement of Claim.
34. Plaintiff denies paragraph 34 of Defendant's Statement of Defence and sticks to paragraphs 14 and 15 of his Statement of Claim.



- 35. Plaintiff denies paragraph 35 of Defendant's Statement of Defence and sticks to his averments in paragraph 16 of his Statement of Claim.
- 36. Plaintiff denies paragraph 36 of Defendant's Statement of Defence and sticks to his averments in paragraphs 18 and 19 of his Statement of Claim.
- 37. Plaintiff denies paragraph 38 of Defendant's Statement of Defence and sticks to his averments in paragraphs 21 and 22 of his Statement of Claim.
- 38. Plaintiff denies paragraph 19 of Defendant's Statement of Defence and sticks to his averments in paragraphs 23 and 24 of his Statement of Claim.
- 39. Plaintiff denies paragraph 40 of Defendant's Statement of Defence and sticks to his averments in paragraph 25 of his Statement of Claim.
- 40. Plaintiff denies paragraph 41 of Defendant's Statement of defence and sticks to his averments in paragraphs 23 and 24 of his Statement of Claim.
- 41. Plaintiff denies paragraph 42 of Defendant's Statement of Defence and sticks to his averments in paragraphs 26 and 27 of his Statement of Claim.
- 42. Plaintiff denies paragraph 43 of Defendant's Statement of Defence and sticks to his averments in paragraphs 28, 29 and 30 of his Statement of Claim.
- 43. Plaintiff denies paragraph 44 of Defendant's Statement of Defence and sticks to his averments in paragraphs 31, 32, 33, 34, 35 and 36 of his Statement of Claim.

DATED AT KUMASI THIS 27<sup>th</sup> DAY OF SEPTEMBER, 2019.

Kol  
PLAINTIFF

THE REGISTRAR  
CIRCUIT COURT  
KUMASI.

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN OR HIS SOLICITOR E. ADJEI, BEDIAKO OF CITY STYLE BUILDING 101 HUDSON STREET NEW AMAKOM KUMASI.

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CHANCELLOR OPPONG KYEKYEKU KOHL -  
H/NO BA 76 BANTAMA, KUMASI

VRS

CONSOLIDATED BANK GHANA (CBG) -  
NSUASE ADUM BRANCH, KUMASI

PLAINTIFF/APPLICANT
DEFENDANT/RESPONDENT
CIRCUIT COURT KUMASI

APPLICATION FOR DIRECTIONS

PLEASE TAKE NOTICE that the Plaintiff will move this Honourable Court for directions to be taken in this case as follows:

COURT to be moved on Wednesday the 23<sup>rd</sup> day of October, 2019 at 9:0'clock in the forenoon or so soon thereafter.

**1. ISSUES FOR THE TRIAL**

- (a) Whether or not there was one-year contract from 4<sup>th</sup> April, 2018 to 4<sup>th</sup> April, 2019 between the Plaintiff and the erstwhile Beige Bank that Defendant legally took over from whereby Plaintiff placed his **GH¢ 198,000.00** in the form of a fixed deposit with the Defendant which Defendant issued Plaintiff with an investment certificate.
- (b) Whether or not the Parties agreed that on the maturity date of 4<sup>th</sup> April, 2019 the Plaintiff would be credited with his investment sum of **GH¢ 198,000.00** together with the interest of **GH¢ 53,460.00** in his account by the Defendant.
- (c) Whether or not there was a penalty clause interpolated in the certificate whereby after one month of the investment any partial or premature withdrawal reduced the interest on the amount of money withdrawn from **100% to 75%**.
- (d) Whether or not Defendant Consolidated Bank Ghana Limited legally took over from the Beige Bank.
- (e) Whether or not Defendant breached his contract with Plaintiff when Defendant on maturity date of 4<sup>th</sup> April, 2019 failed to credit Plaintiff's account with his investment amount and the interest amount and rather credited Plaintiff's account with **GH¢ 185,282.96** on 25<sup>th</sup> April, 2019 being part payment three weeks after maturity of the contract.
- (f) Whether or not after expiry of the contract, the Defendant legally has the right to review his contract with the Plaintiff.

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- (g) Whether or not the Defendant which had legally taken over from the erstwhile Beige Bank has legal right to substitute its interest rate of 13% per annum for 27% interest rate per annum agreed between the erstwhile Beige Bank Ltd. and Plaintiff after expiry of the said Plaintiff's contract with the Beige Bank.
- (h) Whether or not Defendant is liable for breach of contract or liable for damages compensation, inconvenience, business disruption and suffering of the plaintiff.
- (i) Any other issues raised in the pleadings.

**2. MODE OF TRIAL**

The mode of trial shall be by both oral and documentary evidence.

**3. ESTIMATED LENGTH OF TIME**

The estimated length of trial shall be one month

DATED IN KUMASI THIS 8<sup>th</sup> DAY OF OCTOBER, 2019.

THE REGISTRAR  
CIRCUIT COURT  
KUMASI.

[Signature]  
PLAINTIFF

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN OR HIS SOLICITOR E. ADJEL, BEDIAKO OF CITY STYLE BUILDING 101 HUDSON STREET NEW AMAKOM, KUMASI.



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ANCELLOR OPPONG KYEKYEKU KOHL  
O.B.A. 76 BANTAMA - KUMASI

PLAINTIFF

NSOLIDATED BANK OF GHANA (CBG)  
ASE ADUM BRANCH, KUMASI

DEFENDANT

28 Oct 19

12-57-00

**PROPOSED ISSUES FOR TRIAL**

PURSUANT TO LEAVE OF THE COURT DATED 23/10/2019

PLEASE TAKE NOTICE that the **Defendant** proposes that these issues be set down for trial:

Whether or not the Defendant took over the liability of 27% rate of interest payable to the Plaintiff on his investment with the erstwhile Beige Bank Ltd.

Whether or not the enforcement of the 27% rate of interest ought to be against Beige Bank Ltd (in receivership) or the Defendant herein.

Whether or not the Plaintiff's withdrawal of GHS30,000.00 from the principal amount on or about 12/12/18 led to new investment with the Defendant at an interest rate of 13%.

Whether or not the Defendant is liable to compensate the Plaintiff for the three weeks delay in crediting his account with the matured investment.

DATED AT Adjei Bediako @ Law CITY STYLE BUILDING, 101 HUDSON STREET NEW AMAKOM, KUMASI, THIS OCT 26, 2019

*E. Adjei Bediako*

**E. ADJEI BEDIAKO, ESQ.**

SOLICITOR'S LICENCE No.: AR 20821/19

CHAM REGISTRATION: ePP00062/19

ATTORNEYS FOR THE DEFENDANT



ADJEI BEDIAKO @ LAW

WEBSITE: [www.ablegal.com](http://www.ablegal.com)

ADDRESS: City Style Building, 101 Hudson Street, New Amakom-Kumasi

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24/7 MOBILE/WHATSAPP: +233 (0) 201 211 742

EMAIL: [info@ablegal.com](mailto:info@ablegal.com)

Handwritten notes and stamps: '18m', '10', '20', '30', '2019', '180387', '180152', 'THE REGISTRAR', 'CIRCUIT COURT (2)', 'KUMASI', '20/19'.

AND COPIES FOR SERVICE ON: THE PLAINTIFF HEREIN

SUIT NO.: A2/153/19

CHANCELLOR OPPONG KYEKYEKU KOHL  
H/NO B.A 76 BANTAMA, KUMASI

VRS  
CONSOLIDATED BANK OF GHANA (CBG)  
NSUASE ADUM BRANCH, KUMASI

FILED ON	22/1/2020
PLAINTIFF	
DEFENDANT	
REGISTRAR CIRCUIT COURT KUMASI	

PRE-TRIAL CHECK LIST FOR PLAINTIFF [ORDER 32, RULE 7A (2)] OF C1 47

1. PLEADINGS:

- (a) Do you intend to make any amendment to your pleading? No
- (b) If so when? N.A

2. INTERROGATORIES:

- (a) Are any interrogatories outstanding? No
- (b) If so when are they going to be served and upon whom? N.A

3. EVIDENCE:

- (a) Have all orders in relation to expert, factual and hearsay evidence been complied with? N.A
- (b) Do you intend to serve/ seek leave to serve any further report or statement? No. If so, when and what report of statement? NA.
- (c) Have all other orders in relation to oral evidence been complied with? Yes
- (d) Do you require any further leave or orders in relation to evidence? No  
If so, please specify and say when you will apply: N.A

4. WITNESSES

- (a) Which Witnesses of fact do you intend to call? one  
CHANCELLOR OPPONG KYEKYEKU KOHL THE PLAINTIFF ONLY
- (b) What expert witnesses do you intend to call? Nil
- (c) Will witness require an interpreter? No

5. DOCUMENTS

- (a) Have all orders in relation to discovery been complied with? Yes
- (b) If not, what orders are outstanding? N.A
- (c) Do you intend to apply for any further orders relating to discovery? NO.

6. When did you lodge paginated bundles of fully legible documents for use of the Court? AT THE TIME OF FILING WITNESS STATEMENT

DATED AT KUMASI THIS \_\_\_\_\_ DAY OCTOBER, 2019

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THE REGISTRAR  
CIRCUIT COURT  
KUMASI  
22/1/2020

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KUMASI

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN OR HIS SOLICITOR E. ADJEI BEDIAKO OF CITY STYLE BUILDING 101 HUDSON STREET NEW AMAKOM, KUMASI

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IN THE CIRCUIT COURT OF GHANA  
KUMASI – AD 2019

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SUIT NO.: A2/153/19

CHANCELLOR OPPONG KYEKYEKU KOHL,  
H/NO B.A 76 BANTAMA, KUMASI

VRS  
CONSOLIDATED BANK OF GHANA (CBG)  
NSUASE ADUM BRANCH, KUMASI

FILED ON	22/10/2019
	PLANTIFF
	14/11/2019
	REGISTRAR
CIRCUIT COURT	DEFENDANT

WITNESS STATEMENT OF PLANTIFF

1. My name is Chancellor Oppong Kyekyeku Kohl a former Law student of University of London U.K. who is unemployed.
2. The defendant is a bank or financial institution located at Nsuase Adum, Kumasi which legally took over the management of the institution from the Beige Bank.
3. That I initiated this action for the Honourable Court to compel the Defendant to pay the outstanding balance of my interest amount of **GH¢32,493.2** of my one year investment of **GH¢198, 000.00** at interest rate of **27%** per annum with Defendant which commenced on 4<sup>th</sup> April, 2018 and matured on 4<sup>th</sup> April, 2019.
4. That I also prayed for the Honourable Court to order the Defendant to pay interest on the said **GH¢ 32, 493.2**, damages for breach of Contract and costs of the Suit.
5. That I was a customer of the erstwhile Beige Bank and invested with the Beige Bank before the Consolidated Bank of Ghana legally took over the management of the institution from 1<sup>st</sup> August, 2018.
6. That on 4<sup>th</sup> April, 2018 I made one-year investment with Beige Bank in the form of a fixed term deposit which commenced from 4<sup>th</sup> April, 2018 and matured on 4<sup>th</sup> April, 2019.
7. That the amount of money placed or used for the said fixed term deposit was **GH¢ 198,000.00** and the Beige Bank gave me interest rate of **27%** per annum on my investment.
8. That Defendant gave me **GH¢ 53, 460.00** as the interest rate per annum on my investment when it used the **27%** per annum to calculate the interest rate and the interest amount is black and white on the investment certificate issued to me. Attached and marked as **Exhibit 'A'** is a copy of the said investment certificate.
9. That Defendant bank agreed to pay the principal amount of **GH¢ 198,000.00** together with the interest of **GH¢ 53,460.00** into my account on the maturity or the due date.
10. That contrary to expectation, the Bank did not honour his contractual obligation as it failed to credit my account with my investment money and the interest amount on the maturity date of 4<sup>th</sup> April, 2019.



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11. That the Bank rather paid **GHC 185,282.96** on 25<sup>th</sup> April, 2019 into my account which was three weeks after the maturity of my investment breaching its contract with me when no interest was paid on both my investment amount and the interest amount for the said three weeks. Attached and marked as **Exhibit 'B'** is a copy of the belated payment which it credited my account with it.
  12. That on 19<sup>th</sup> December, 2019, the Defendant gave me **GHC 30,000.00** upon request which was to be deducted from my investment money which I deducted the **25%** penalty of **GHC 1,331.51** less the interest amount of the premature withdrawal on the **GHC 30, 000.00** before instituting the action against the Defendant.
  - 12 (b) It was interpolated in the agreement and especially on the investment certificate that premature redemption of an investment sum after 30 days of investment earned a customer up to **75%** of the accrued interest and that explains why I deducted **25%** less the accrued interest on the **GHC 30,000.00** that I withdrew prematurely before instituting action on the outstanding balance.
  - 13 That I was informed by the Defendant when on 25<sup>th</sup> April, 2019 it credited my account with the said sum of **GHC 185,282.96** that the Bank used **27%** per annum as agreed in my contract to calculate the interest from 4<sup>th</sup> April, 2018 to 31<sup>st</sup> July, 2018 and got **GHC 17,282.96** which was added to the investment amount of **GHC 168,000.00** to get the said **GHC 185,282.96** when the actual principal was **GHC 198,000.00**.
  - 14 That the Defendant cheated me in the calculation as the said **GHC 30,000.00** was given to me by the bank on 19<sup>th</sup> December, 2019 so once the calculation of interest was from 4<sup>th</sup> April, 2018 to 31<sup>st</sup> July, 2018, the said interest of **GHC 17,282.96** for that period which it used **27%** per annum to calculate should have been added to the principal investment of **GHC 198,000.00** to have given me **GHC 215,282.96** instead of the **GHC 185,282.96** which it credited my account with.
  - 15 That my principal or investment amount was reduced to **GHC 168,000.00** from 19<sup>th</sup> December, 2018 which was to be added to the interest of **27%** per annum from that 19<sup>th</sup> December, 2018 to 4<sup>th</sup> April, 2019 because of the **GHC 30,000.00** that I received from the Defendant.
  - 16 That on 13<sup>th</sup> May, 2019, I wrote to the Defendant Bank for it to pay me the outstanding balance of interest amount of **GHC 32,493.2** into my account without further delay.
  - 17 That upon receipt of the said letter, the Manager of the Defendant bank called me on her mobile phone and suggested to me that I was to re write my letter by making my request shorter stating only the amount that the bank owed me.
  - 18 That on 15<sup>th</sup> May, 2019, I asked my Solicitors, Yaanom Chambers to write demanding the outstanding balance of my interest amount of **GHC 32,493.2** to be credited into my account within 7 days but the bank defaulted. Attached and marked as **'Exhibit C'** is a copy of my Solicitor's letter to the bank.
  - 19 That when I was not receiving any response to the letter written to the Defendant by my lawyers, as well as the one I wrote myself, I asked my friend called Mr. Wiafe to accompany me to see the Manager of the bank for the outcome or update.
  - 20 That just as the Manager of the Bank and her enquiry officer informed me on a visit a day after crediting my account with **GHC 185,282.96** that the Defendant would use **13%** interest rate per annum to calculate interest on my investment from 1<sup>st</sup> August, 2018 to 4<sup>th</sup> April, 2019, the Manager repeated it on 22<sup>nd</sup> May, 2019 in the presence of Mr. Wiafe and further said she could not give me the time but I was to give them up to June, 2019.

21. That in the presence of Mr. Wiafe, the Manager calculated the interest rate of 13% per annum on my investment and arrived at a total sum of **GHC 16, 285.98**.
22. That the Manager of the Defendant Bank used 13% per annum to calculate the interest on my investment from 1<sup>st</sup> August, 2018 to 19<sup>th</sup> December, 2018 and got **GHC 9, 943.40** and from 20<sup>th</sup> December, 2018 to 4<sup>th</sup> April, 2019 she got **GHC 6,342.58** because of the principal which was reduced to **GHC168,000.00** and this addition gave her the total sum of **GHC 16,285.98**.
23. That I went straight away to inform my Solicitors who on 23<sup>rd</sup> May, 2019 wrote for the Defendant to credit my account within 5 days with the partly verbally confirmed **GHC 16,285.98** as I needed it for my business. Attached and marked as **Exhibit 'D'** is a copy of my Solicitor's letter.
24. That my Solicitors made it clear to the bank that they were still taking instructions from me to recover the outstanding balance as the investment contract was 27% per annum not the 13% per annum which it used to calculate to get the **GHC 16,285.98**.
25. That this second letter from my Solicitors was also not honoured by the Defendant and on 28<sup>th</sup> May, 2019 the Manager of the Defendant Bank informed me that I was still to give them time to pay me.
26. That since the Defendant had made up his mind to breach his contract with me by using 13% to calculate the interest rate, instead of the 27% per annum, I could not wait for further excuses as even if they had paid the **GHC 16, 285.98** out of the total remaining interest amount of **GHC 32,493.2** I would still have instituted legal action to recover the full outstanding balance.
27. That the Defendant Consolidated Bank of Ghana legally took over from the Beige Bank and announced to the general public that all contracts and transactions that had been made between the Beige Bank and his customers remained intact and that the takeover did not change any agreement made between the Bank and its customers.
28. That the legally handing over of the erstwhile Beige Bank to the Consolidated Bank of Ghana came about not because the bank had gone into liquidation or collapsed, but it was held that the Beige Bank did not provide the required capital to establish the Bank when paradoxically it was the bank of Ghana that gave it the licence to operate and so it only injected enough capital to consolidate it.
29. That if the Consolidated Bank of Ghana had intention to deprive customers their interest amount on their investment, it would have made it clear to the general public before establishing itself.
30. That when the Consolidated Bank of Ghana legally took over from the Beige Bank on 1<sup>st</sup> August, 2018, neither the erstwhile Beige Bank nor Consolidated Bank of Ghana wrote to me or alerted me that interest rate of 27% per annum on my investment had been reduced to 13 % as the Defendant is attempting to postulate which would have prompted me to withdraw my investment.
31. That the Defendant did not have any meeting with me, which the two parties all agreed to reduce the interest rate of 27% per annum to 13% per annum when it legally took over.



- 49
- 32 That the Defendant has breached his contract with me as it failed or defaulted in his contract with me to pay both my principal being my investment and the interest calculated using 27% per annum as contained in the certificate issued to me on the maturity date and this has astronomically hampered my ability to plough back the interest amount and the principal endangering the building of my economic empire.
  - 33 That the Defendant has merely employed chicanery to hoodwink me in order to be in a position to enjoy the interest amount on my investment which I myself would have enjoyed if it had honoured its contractual obligation and I had ploughed back my investment money and the interest amount and I am accordingly praying for interest on the GH¢ 16,285.98 from 4<sup>th</sup> April, 2018 till date of final payment.
  - 34 That the Defendant will not pay back my outstanding balance of interest amount of GH¢ 32,493.2 unless the Honourable Court compels it to do so.
  - 35 That the Defendant has no defense whatsoever to this my instant action as Defendant stance has no lawful basis and his action so designed is frivolous and vexatious.
  - 36 That it is anathema to the principle of the law of contract for a party in a contract to attempt to change agreement after maturity date something which we all agreed on at the time of making the contract, the principle of which does not entertain any excuses and even in emergency situations, the two parties should agree to have the contract reviewed before the due or maturity date.
  - 37 That a contract cannot be reviewed after expiry date of the contract or a contract cannot not be reviewed unilaterally when the other party has not agreed to that.
  - 38 That because under the terms and conditions of my contract with the defendant which 25% less the accrued interest was to be deducted from the GH¢ 30,000.00 that I withdrew prematurely could not usher my investment into the 13% new interest rate per annum, defendant could not have any discussion with me after the hand over to him because he was aware that the penalty resolved that issue.

### STATEMENT OF TRUTH

I, CHANCELLOR OPPONG KYEKYEKU KOHL of BA 76 OF Bantama, Kumasi, do hereby confirm that this Statement is the true Statement which I intend to rely on at the trial of this Suit as it is the truth, the whole truth and nothing but the truth.

  
Chancellor Oppong Kyekyeku Kohl

DATED AT KUMASI THIS 22<sup>nd</sup> DAY JANUARY, 2020

THE REGISTRAR  
CIRCUIT COURT  
KUMASI.

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN OR HIS SOLICITOR E. ADJEI BEDIAKO OF CITY STYLE BUILDING 101 HUDSON STREET NEW AMAKOM, KUMASI.



FILED ON	

65

IN THE CIRCUIT COURT OF JUSTICE  
KUMASI - ASHANTI REGION  
A.D - 2020

REGISTRAR  
CIRCUIT COURT KUMASI

SUIT NO.: A2/153/19

CHANCELLOR OPPONG KYEKYEKU KOHL  
H/NO B.A 76 BANTAMA, KUMASI

} PLAINTIFF/APPLICANT

VRS  
CONSOLIDATED BANK OF GHANA (CBG)  
MUSEUM ADUM BRANCH, KUMASI

} DEFENDANT/RESPONDENT

MOTION ON NOTICE FOR FINAL JUDGMENT BASED ON ADMISSION PURSUANT TO ORDER 23 RULE 6 (2) OF THE HIGH COURT (CIVIL PROCEDURE RULES) 2004 (C147)

MOTION ON NOTICE by Plaintiff/Applicant herein praying this Honourable Court for an Order for **FINAL JUDGMENT BASED ON ADMITTED FACT** by the defendant in his statement of defence in terms of the accompanying affidavit.

SUCH FURTHER Order or orders as to this Honourable Court may deem meet.

COURT TO BE MOVED on the Wednesday the 11th day of March 2020 at 9: O'clock in the forenoon or so soon thereafter as Plaintiff/Applicant herein can be heard.

DATED AT KUMASI THIS 9th DAY OF March 2020.

Koel  
PLAINTIFF/APPLICANT

THE REGISTRAR  
CIRCUIT COURT  
KUMASI

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN OR HIS SOLICITOR  
E. ADJEI BEDIAKO OF CITY STYLE BUILDING 101 HUDSON STREET NEW  
AMAKOM, KUMASI.

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IN THE CIRCUIT COURT OF JUSTICE  
KUMASI – ASHANTI REGION  
A.D - 2020

64

FILED ON	
REGISTERED	
SUIT NO. A2J5349	

CHANCELLOR OPPONG KYEKYEKU KOHL  
NO.B.A 76 BANTAMA, KUMASI

} PLANTIFF/APPLICANT

CONSOLIDATED BANK OF GHANA (CBG)  
BRANCH ADUM BRANCH, KUMASI

} DEFENDANT/RESPONDENT

AFFIDAVIT IN SUPPORT

I. CHANCELLOR OPPONG KYEKYEKU KOHL of BA 76 of Bantama, Kumasi  
make oath and say as follows:

1. That I am the Plaintiff /Applicant and the deponent herein.
2. That I incorporate into this affidavit the processes filed in this suit and shall make reference of same when arguing the application.
3. That on 30<sup>th</sup> May, 2019, I caused a Writ of Summon to be issued against the Defendant/ Respondent for the following reliefs:
  - a. An Order to compel the Defendant to pay the remaining balance of Plaintiff's interest amount of **GH¢ 32,493.2** of his one-year investment of **GH¢ 198,000.00** at interest rate of **27%** per annum with defendant which commenced on 4<sup>th</sup> April, 2018 and matured on 4<sup>th</sup> April, 2019.
  - b. Interest on the said remaining balance of Plaintiff's interest amount of **GH¢ 32,493.2** from 5<sup>th</sup> April, 2019 till date of final payment at the prevailing bank rate.
  - c. Damages for breach of contract.
  - d. Costs of this Suit.
4. That the Defendant entered his appearance and subsequently filed a statement of defence on 27<sup>th</sup> July, 2019.

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5. That the Defendant in the said statement of defence admitted in paragraph 27 (viii) that he is indebted to me or the outstanding interest that he owes to be paid to me is **GH¢ 6,342.58** **GH¢ 9,943.40**

6. That the said **GH¢ 16,285.98** admitted by the defendant is only part of the **GH¢ 32,493.2** which per my Writ the defendant owes me as interest amount on my investment.

7. That I strongly believe that this Honourable Court after the grant of the instant application may proceed with the determination of the outstanding balance or other questions that may arise out of the pleadings.

8. WHEREFORE I swear to this affidavit in support of the Motion.

9. Sworn in Kumasi this 9th Day of March 2020 in the present of: } [Signature]  
DEPONENT



THE REGISTRAR  
CIRCUIT COURT  
KUMASI



SUIT NO.: A2/153/19

CHANCELLOR OPPONG KYEKYEKU KOHL  
H/NO B.A 76 BANTAMA, KUMASI

VRS  
CONSOLIDATED BANK OF GHANA (CBG)  
NSUASE ADUM BRANCH, KUMASI

13/3/2020

FILED ON
PLAINTIFF/RESPONDENT
9 2/20
REGISTRAR
CIRCUIT COURT KUMASI
DEFENDANT/APPLICANT

AFFIDAVIT IN OPPOSITION

I, CHANCELLOR OPPONG KYEKYEKU KOHL of Bantama H/No. B. A. 76, Kumasi make oath and say as follows:

1. That I am the Plaintiff/Respondent and the Deponent herein.
2. That Defendant/Applicant's Motion on Notice that the cause of action and reliefs sought by me are statutory proscribed and as a result the Court has not been properly invoked so he is invoking the inherent jurisdiction of the Honourable Court for an Order dismissing the instant suit and its Supporting affidavit as well as its annexure have been served on me.
3. I vehemently oppose the application as the application is frivolous, vexatious, unmeritorious and abusive to the process of Court.
4. That on 22<sup>nd</sup> January, 2020, I was ordered by this Honourable Court to file my witness statement by 7<sup>th</sup> February, 2020 to be followed by the case Management Conference on 21<sup>st</sup> February, 2020 while the defendant was similarly ordered to file his witness statement by 17<sup>th</sup> February, 2020 for the C.M.C on 21<sup>st</sup> February, 2020.
5. That instead of filing his witness statement, the Defendant has filed this instant application which contains no useful information that justifiably counters my cause of action and the reliefs sought by me in the suit.
6. That a cursory look at the Defendant's Motion discloses two different issues, as while the Motion is about the so-called statutory proscription and the Court having no jurisdiction to determine the suit, the attached affidavit in support discusses some miscellaneous issues which are irrelevant to Applicant's prayer in the motion, some of which are issues for determination upon which Defendant/Applicant has been ordered to file his witness statement for its dispassionate determination, thus rendering the whole application nebulous.
7. That assuming there is statutory provision over payment of interest on existing contract which is vehemently denied, ecumenically it is a Court of competent jurisdiction like this Court that is clothed with jurisdiction to determine it, so defendant's postulation that this Court is bereft of jurisdiction to entertain and determine this suit is erroneous as analogically it would also give the Court no jurisdiction to dismiss the suit.

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3/3/2020

8. That there is no statutory proscription that states that an already existing contract interest rate as between myself and the defunct bank (Beige Bank) could be substituted with the new interest rate which would have been contractually unlawful.
9. That the receiver was only charged to trace the assets and liabilities of the defunct banks and the Bank of Ghana approved a purchase and assumption agreement between the receiver and Consolidated Bank for the five banks and so there is no evidence that it is the receiver who should directly be involved in paying customers of the respective banks but the consolidated Bank through their respective branches.
10. That when the instant suit was instituted against the Defendant/Applicant, he entered appearance, filed his defence, filed proposed issues for the trial which was granted and it was after the Honourable Court had ordered him to file his witness statement and detecting that he had come to the end of his tether that he has employed this diversionary tactics that the receiver rather should have been sued.
11. Defendant /Applicant admitted in paragraph 27 (viii) of his statement of defence that the outstanding interest to be paid to me is **GH¢ 16,285.98** (made up of interest of **GH¢ 6,342.58** **GH¢ 9,943.40**) so if CBG is different and separate from the receiver and is not the proper defendant, it would not have made this admission so Defendant/Applicant is estopped.
12. That again it is the Defendant/Applicant who paid me the sum of **GH¢ 185,282.96** on 25<sup>th</sup> April, 2019 three weeks after maturity of my contract with him so if CBG is not the proper defendant to have been sued then it should not have paid the said sum to me.
13. That paragraphs 2, 10, 11, 12 and 13 of the press release which the Defendant /Applicant attached to his motion marked as **Exhibit 'I'**, all indicate that deposits of the of the customers were safe and had been transferred to the Consolidated Bank which would assume the branches acquiring all deposits and other specified liabilities and good assets of the Bank and that customers will have immediate access to ATMs of the five banks without losing their deposits. Attached and marked as **Exhibit 'B'** is same Defendant's **Exhibit 'I'** so emphasized.
14. That Defendant /Applicant is aware of all these factors in paragraph 16 herein as contained in his attached **Exhibit 'I'** but the Defendant has dissimulated totally hiding himself from reality to be able to extricate himself.
15. That the receiver has not been given any power to take over the Management and operations of the banks as he was only appointed to trace the assets and liabilities of the defunct banks neither was he vested with any power to pay interest on customers investment that in his opinion may be appropriate to be paid especially where a customer genuinely contracted with one of the defunct banks nor suspend or limit payment of debt in a genuine contract else it would have been totally against natural justice or unconscionable.



17. That paradoxically it is the same Bank of Ghana which Defendant claims established the Receiver and CBG that the Beige Bank and other defunct banks obtained their licences from to operate but later held that their licences were obtained under false pretenses and it behoves the Court to help stop this execrable and dissatisfactory conduct.

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18. That as argued in paragraphs 2, 10, 11, 12 and 13 herein and other arguments raised, it is conspicuous that there is no misconception about my case and should be maintained.

19. That it is a calculated attempt by defendant to evade payment of the said outstanding balance of GH¢ 32,493.2 detecting that he has no legs to stand on to mount any effective defence has resorted to hotchpotch of issues and misconception as defendant's motion has only been carved delusively.

20. That the Defendant who became aware through my witness statement and my reply to his statement of defence which form part of my pleadings of the penalty regarding premature redemption of GH¢ 30,000.00 from my investment so interpolated in the certificate issued to me by the defendant undoubtedly had to find a way out to anchor his case.

21. That **Article 107 clause (b)** of the **1992 Republican Constitution** abhors **retrospectivity or retroactivity** adversely affecting somebody's right so for Counsel to say I should forfeit my accrued right when the purported statutory proscription was passed after my accrued right is untenable and sins against the Constitution more so when the Constitution overrides the statute.

22. That my rights with respect to my investment are protected under **Article 1 clause (2)** of the **1992 Constitution** which makes the Constitution **Supremo** over any other law found to be inconsistent with any provision of the constitution and its supremacy renders any purported statutory proscription null and void.

23. That in the light of the foregoing, I humbly pray for Defendant/Applicant's Motion to be struck out with punitive cost.

WHEREFORE I depose to this affidavit in opposition.

SWORN AT KUMASI THIS 9<sup>th</sup> DAY OF March, 2020

Kol  
DEPONENT



THE REGISTRAR  
CIRCUIT COURT  
KUMASI  
THE REGISTRAR  
CIRCUIT COURT  
KUMASI

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN OR HIS SOLICITOR E. ADJEI BEDIAKO OF CITY STYLE BUILDING 101 HUDSON STREET NEW AMAKOM, KUMASI.





REPUBLIC OF GHANA  
FORM 1

**WRIT OF SUMMONS**  
(Order 2 rule 3(1))

SUIT NO. C9/3/14

DATE

IN THE CIRCUIT COURT OF GHANA  
OFFINSO- ASHANTI/AD. 2014

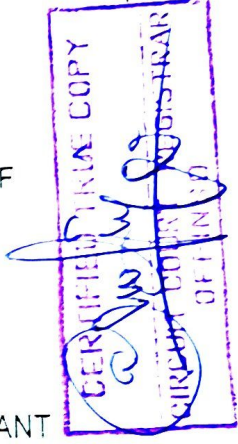
BETWEEN  
OPANIN KWASI ACHEAMPONG (EXECUTOR OF  
THE WILL OF KWAME HEMENG@KWAME DAPAAH)  
H/NO. 29, ANTOA, OFFINSO/ASHANTI

PLAINTIFF

AND

AMMA POMAA @AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO/ASHANTI

DEFENDANT



TO: **AMMA POMAA @AMMA KETEWA**

An action having been commenced against you by the issue of this Writ by the above-named Plaintiff

**OPANIN KWASI ACHEAMPONG**

YOU ARE HEREBY COMMANDED that within eight days after the service of this writ on you inclusive of the day of service you do cause an appearance to be entered for you.

**AMMA POMAA @AMMA KETEWA**

AND TAKE NOTICE that in default of your so doing this, judgment may be given in your absence without further notice to you. **AMMA POMAA @AMMA KETEWA**

Dated the 20TH day of June 2014

Chief Justice of Ghana  
**MR. F. P. WOOD**

N.B- This writ is to be served within twelve calendar months from the date of issue unless it is Renewed within six calendar months from the date of last renewal.  
The defendant may appear hereto by filing a notice of appearance either personally or by a Lawyer, in Form 5 at the Registry of the Court of issue of the writ at HIGH/CIRCUIT. A defendant appearing personally may, if he desire give notice of appearance by post. **REGISTRAR, CIRCUIT COURT, OFFINSO**

P. T.O.

STATEMENT OF CLAIM

The Plaintiff's claim against the Defendant as follows:

- (a) Ejection and Recovery of Possession of the six rooms the Defendant and her children are occupying at H/No. 29 Antoa, Offinso/Ashanti since same have been devised unto other beneficiaries.
- (b) Perpetual injunction restraining the Defendant and her children, servants, agent and assigns from interfering with the said rooms at H/No. Plot 29, Antoa Offinso, Ashanti.
- (c) And such order or orders as to this Honourable Court may deem fit.

DATED AT AFRICANA CHAMBERS, KUMASI THIS 19<sup>th</sup> DAY OF June 2014

*[Signature]*  
 (P. ADU, GYAMFI ESQ.)  
 pp: ADU, GYAMFI & ASSOCIATES  
 LAWYERS FOR THE PLAINTIFF

This writ was issued by **ADU-GYAMFI & ASSOCIATES**  
 Whose address for service is **AFRICANA CHAMBERS, 37 PAMPASO ROAD, ADUM, KUMASI**  
 Agent for **PLAINTIFF**  
 Address **P. O. BOX KS. 9566, KUMASI**  
 Lawyer for the Plaintiff **P. ADU-GYAMFI**  
 Lawyer's current licence **ARO8303/14, Chambers Reg. No. pp0001790/14**  
 Who resides at **KUMASI**

Indorsement to be made within 3 days after service

This writ was served by me at  
 On the defendant  
 On the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Indorsed the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed.....  
 Address.....

Note: if the plaintiff's claim is for a liquidated demand only, further proceedings will be stayed if with the time limited for appearance the defendant pays the amount claimed to the plaintiff, his lawyer or his agent or into court as provided in form Order 2 rule 3 (2)

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IN THE CIRCUIT COURT OF GHANA  
OFFINSO - ASHANTI/AD. 2014

OPANIN KWASI ACHEAMPONG (EXECUTOR OF  
THE WILL OF KWAME HEMENG@KWAME DAPAAH)  
H/NO. 29, ANTOA, OFFINSO/ASHANTI

CIRCUIT COURT OF GHANA  
... PLAINTIFF

VRS.

AMMA POMAA @AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO/ASHANTI

... DEFENDANT

---

STATEMENT OF CLAIM

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1. The Plaintiff is the Executor of the Will of the late Kwame Hemeng@Kwame Dapaah who died testate on 14/10/2009 at Komfo Anokye Teaching Hospital.
2. The Plaintiff avers that on 23/02/2010 Probate of the Will of the said Kwame Hemeng was granted by the High Court, Kumasi unto the Plaintiff herein.
3. The Plaintiff avers that the Defendant who is one of the wives of the late Kwame Hemeng was a beneficiary under the Will of Kwame Hemeng and that after Probate had been obtained the Plaintiff handed over all the devises made by the testator under the Will unto the Defendant and her children.
4. The Plaintiff avers that the Defendant is currently occupying six rooms at H/No. 29 Antoa Offinso which fell into residue of Will devised unto the testator's sister Akosua Serwaa and her brother and she had refused to vacate the said premises despite repeated demands.
5. The Plaintiff says that when he demanded the Defendant to vacate the said six rooms that she is occupying with her children the Defendant requested one year through Nana Offinsohemaa to vacate the said rooms, however even though the one year has expired they are still occupying the rooms.
6. The Plaintiff says that the Defendant's action is wrongful in that the rooms were not devised unto her and her children and that the Defendant's failure to vacate the premises had prevented the Plaintiff from Vesting the property unto the named beneficiary.
7. The Plaintiff says that the Defendant has threatened and she intends to occupy the said six rooms unless she is restrained by an order of this Honourable Court.



8. Wherefore the Plaintiff claims against the Defendant as follows:-

- (d) Ejectment and Recovery of Possession of the six rooms the Defendant and her children are occupying at H/No. 29 Antoa Offinso since same have been devised unto other beneficiaries.
- (e) Perpetual injunction restraining the Defendant and her children, servants, agent and assigns from interfering with the said rooms at H/No. Plot 29, Antoa Offinso, Ashanti.
- (f) And such order or orders as to this Honourable Court may deem fit.

DATED AT AFRICANA CHAMBERS, KUMASI THIS 19<sup>th</sup> DAY OF June 2014.

(P. ADU-GYAMFI ESQ.)

PP: ADU-GYAMFI & ASSOCIATES  
LAWYERS FOR THE PLAINTIFF  
LICENCE NO. AR08303/14  
CHAMBERS REG. NO. pp0001790/14

THE REGISTRAR  
CIRCUIT COURT  
OFFINSO/ASHANTI

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN

IN THE CIRCUIT COURT OF GHANA  
OFFINSO- ASHANTI.

AT 12:30  
CIRCUIT COURT REGISTRAR  
OFFINSO-ASHANTI

SUIT NO: 1234

IN THE MATTER OF:

OPANIN KWASI ACHEAMPONG (EXECUTOR  
OF THE WILL OF KWAME HEMENG @ KWAME DAPAAH)

PLAINTIFF

H/NO 29, ANTOA-OFFINSO

-AND-

AMMA POMAA @ AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO

DEFENDANT

NOTICE OF APPEARANCE ORDER 9 RULES 3 (1) HIGH COURT  
PROCEDURE RULES 2004 C.I. 47

PLEASE, TAKE NOTICE that the Defendant herein enters appearance to the Plaintiff's Writ of Summons.

And whose address for service is:

AMMA POMAA @ AMMA KETEWA  
ANTOA- OFFINSO

DATED AT OFFINSO -ASHANTI THIS 30<sup>TH</sup> DAY OF JUNE, 2014.

Handwritten initials and a circular stamp.

DEFENDANT HEREIN

REGISTRAR'S CERTIFICATE

I, JULIAN OBERI TSARE REGISTRAR of the Circuit Court, Offinso do hereby certify that Appearance to this Plaintiff's Writ of Summons is entered by the Defendant on this 2ND day of JULY 2014.

Handwritten signature of the Registrar and the printed title: REGISTRAR, OFFINSO-ASHANTI.

THE REGISTRAR  
CIRCUIT COURT  
OFFINSO-ASHANTI

Handwritten notes: 7/14/2014 pp = 5, Notice to pp from 10





IN THE CIRCUIT COURT OF GHANA  
OFFINSO/ASHANTI

SUIT NO. C9/3/2014

OPANIN KWASI ACHEMAPONG (EXECUTOR OF  
THE WILL OF KWAME HEMENG@KWAME DAPAAH  
H/NO. 29, ANTOA, OFFINSO/ASHANTI

VRS.

AMMA POMAA@AMMA KETWAA  
H/NO. 29 ANTOA/OFFINSO, ASHANTI

PLAINTIFF  
AT  
DEFENDANT

AFFIDAVIT IN SUPPORT

I, BEATRICE NKETIAH, Ghanaian, female, Law Clerk resident at Kumasi in the Ashanti Region of the Republic of Ghana make oath and say as follows:-

1. That I am the Deponent herein and conversant with the facts of this suit and I have the consent and authority of the Plaintiff to swear to this affidavit.
2. That on 20/06/14, the Plaintiff issued a Writ of Summons with attached Statement of Claim against the Defendant claiming the following reliefs:
  - (d) Ejectment and Recovery of Possession of the six rooms the Defendant and her children are occupying at H/No. 29 Antoa, Offinso/Ashanti since same have been devised unto other beneficiaries.
  - (e) Perpetual injunction restraining the Defendant and her children, servants, agent and assigns from interfering with the said rooms at H/No. Plot 29, Antoa Offinso, Ashanti.
  - (f) And such order or orders as to this Honourable Court may deem fit.
3. That the Defendant was served with the Writ of Summons and Statement of Claim on 24/06/14, and she entered an appearance on 02/07/14 personally.
4. That a search conducted at the Registry of this Court on 8/8/14, indicates that the Defendant has not filed Defence within the time prescribed by law.
5. That I am advised by my lawyers and believe same to be true that time limited for defence as prescribed by law has elapsed.
7. That I believe that the Defendant has no defence whatsoever to this action.

.../1.....

8. That I therefore pray for interlocutory judgment in default of defence

9. That in the premises I swear to this Affidavit in support of the motion hereto.

SWORN AT KUMASI this  
day of Aug 2014

22<sup>nd</sup> )  
 )

  
.....  
DEPONENT

BEFORE ME  
  
COMMISSIONER FOR OATHS

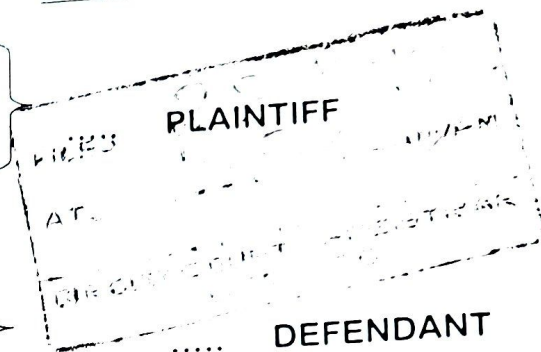
IN THE CIRCUIT COURT OF GHANA  
OFFINSO/ASHANTI

SUIT NO. C9/3/2014

OPANIN KWASI ACHEMAPONG (EXECUTOR OF  
THE WILL OF KWAME HEMENG@KWAME DAPAAH  
H/NO. 29, ANTOA, OFFINSO/ASHANTI

VRS.

AMMA POMAA@AMMA KETWAA  
H/NO. 29 ANTOA/OFFINSO, ASHANTI



CERTIFICATE OF EXHIBIT  
ORDER 20 R. 14(3) OF C.I. 47

I, FRANCIS O. ADUOMI, Commissioner of Oath/Registrar

Kumasi, hereby certified that the Plaintiff/Applicant has exhibited the following document:

as Exhibit "OKA" SEARCH.

DATED AT KUMASI THIS 22<sup>ND</sup> DAY OF AUG 2014.

COMMISSIONER OF OATH

THE REGISTRAR  
CIRCUIT COURT  
OFFINSO/ASHANTI



IN THE CIRCUIT COURT OF COURT OF GHANA  
OFFINSO-ASHANTI/AD, 2014

SUIT NO. C9/3/14.

OPANIN KWASI ACHEAMPONG  
(EXECUTOR OF THE WILL OF  
KWAME HEMENG @ KWAME DAPAAH)  
H/NO. 29, ANTOA, OFFINSO/ ASHANTI

===== PLAINTIFF

VRS

AMMA POMAA @ AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO/ ASHANTI.

===== DEFENDANT

**STATEMENT OF DEFENCE AND COUNTER CLAIM**

1. Save as herein after expressly admitted the defendant denies each and every material allegation of fact contained in the statement of claim as if same has been set out in extenso and traversed seriatim.
2. The defendant admits paragraphs 1 and 2 of the statement of claim.
3. The defendant saves admitting that, she is the surviving spouse of the late Kwame Hemeng @ Kwame Dapaah, paragraphs 3 and 4 of the statement of claim are all denied.
4. The defendant denies paragraphs 5, 6, 7 and 8 of the statement of claim.
5. The defendant avers that her late husband in paragraph 2 of his last Will made it clear that his uncompleted house at TWUMASEN QUARTERS offinso should be completed from the proceeds of his residue.
6. The defendant further avers that House No. 29, Antoa, Offinso forms part of the residue of her late husband.

Def - 5 - 29 299 2078 / 2/2/14

7. The defendant says that, the customary successor/ executor of her late husband had not fulfilled the wishes of her late husband in his last Will.
8. The defendant says that, as of now, the Twumase Quarters her late husband bequeathed to her and her children had not been completed by the customary Successor/ Executor as stated by her late husband in his last will.
9. The defendant further states that Twumase Quarters is currently being build by her children from their own resources.
10. The defendant avers that as it stands now, she has no place to move in with her children because, the uncompleted Twumase Quarter's had not been completed by the customary Successor/ Executor as directed by her late husband in his last Will.
11. The defendant avers that the house in dispute is the self acquired property of her late husband and she lived in that house for more than 30 years with her late husband of which she gave birth to all her children in the house.
12. The defendant states that the plaintiff took her and her children to Commission on Human Rights and Administrative Justice (CHRAJ), Offinso.
13. The defendant says that when they met at the CHRAJ office, the mediators told the plaintiff that he should make sure that he completes the uncompleted house at Twumase Quarters for defendant and her children before he eject them from H/No.29, Antoa, Offinso
14. The defendant says that the plaintiff did agree, so she is surprise of the plaintiff's present action in court to eject her and her children from H/No. 29, Antoa, Offinso as he has not complied with the directives given by CHRAJ
15. The defendant further states that the matter went before Offinsohemaa and she also advice the plaintiff to comply with the directive in her late husband's Will before any attempt to eject her and children from H/No.29, Antoa, Offinso.

13


16. The defendant therefore says that the plaintiff is not entitled to his claim or any at all whatsoever.

**COUNTERCLAIM**

17. By way of counterclaim, the defendant repeats paragraphs 1- 16 of her statement of defence and counterclaim against the plaintiff as follows;

- a. An order restraining the plaintiff from distributing or vesting the residue of the estates of the late Kwame Hemeng@Kwame Dapaah to the beneficiaries until paragraph 2 of the testator's Will had been fully complied with.

DATED AT "ENSONYAME YE CHAMBERS", SUNYANI, THIS 8<sup>th</sup> DAY OF SEPTEMBER 2014.

  
COUNSEL FOR THE DEFENDANT  
NANA ... & ASSOCIATES  
ENSONYAME YE CHAMBERS  
PRIVATE LEGAL PRACTITIONERS  
SOLICITORS, BARRISTERS & NOTARIES PUBLIC  
P. O. BOX 2171, SUNYANI B/A  
L.C.M.O. SA 0926/14

THE REGISTRAR  
CIRCUIT COURT  
OFFINSO-ASHANTI.

AND COPY FOR SERVICE ON THE PLAINTIFF HEREIN OR HIS SOLICITOR, PAUL ADU GYAMFI, (ESQ), ADU GYAMFI AND ASSOCIATES, AFRICANA CHAMBERS, 37 PAMPASO ROAD ADUM -KUMASI.



IN THE CIRCUIT COURT OF GHANA  
OFFINSO/ASHANTI – AD 2014

FILED ON 14  
AT 11:27 AM/PM  
CIRCUIT COURT REGISTRAR  
SUIT NO. C9/3/14 OFFINSO

OPANIN KWASI ACHEAMPONG  
(EXECUTOR FOR THE WILL OF KWAME HEMENG @  
KWAME DAPAAH)  
H/NO. 29, ANTOA, OFFINSO/ASHANTI

= PLAINTIFF

VRS.

AMMA POMAA @ AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO/ASHANTI

=== DEFENDANT

REPLY AND DEFENCE TO COUNTERCLAIM

1. The Plaintiff joins issues generally with the Defendant on her Defence.
2. The Plaintiff admits paragraph 3 of the Statement of Defence.
3. The Plaintiff admits that Kwame Hemeng the deceased stated in his Will dated 8/09/1994 that the residue of his estate be used to complete six rooms but the testator in his life time completed same and prepared a Deed of Gift on 1st October 2000 which the Defendant herself thumb printed and acknowledged and so the provision in the Will lapsed before the death of the testator.
4. The Plaintiff denies paragraphs 6,7,8,9,10 and 11 of the Statement of Defence and in an answer thereof the Plaintiff says that the Defendant has rented out the six rooms to some tenants who are in possession.
5. The Plaintiff admits paragraph 12 of the Statement of Defence.
6. The Plaintiff denies paragraphs 13 and 14 of the Statement of Defence and in an answer thereof the Plaintiff avers that the CHRAJ Officer ordered the Defendant to vacate the house in dispute.
7. The Plaintiff denies all material averments of fact contained in paragraphs 7 and 8 of the Statement of Defence.
8. The Plaintiff admits that the present suit went before Offinsohemaa who pleaded with the Plaintiff to allow the Defendant to stay in the house in dispute for a year and the time has elapsed for more than a year.
9. Wherefore the Plaintiff says that the Defendant is not entitled to the reliefs endorsed in the Counterclaim.

Reply / Defence / Counterclaim = 500 - To ...

DEFENCE TO COUNTERCLAIM

10. And by way of Defence to the Counterclaim, the Plaintiff repeats material averments of fact contained in paragraphs 1-9 of the Reply supra and hereby says that the Defendant is not entitled to the reliefs sought in the Counterclaim.

DATED AT AFRICANA CHAMBERS, KUMASI THIS

*8th* DAY OF *Oct* 2014

*P. Nyame*

(P. ADU NYAME ESQ)  
ADU NYAME & ASSOCIATES  
PP: ADU NYAME & ASSOCIATES  
SOLICITORS FOR THE PLAINTIFF  
KUMASI - GHANA  
LICENSE NO.: ARO8303/14  
CHAM. REG. NO. PP0001790/14

THE REGISTRAR  
CIRCUIT COURT  
OFFINSO/ASHANTI

COPY FOR SERVICE ON THE DEFENDANT OR HER LAWYERS  
NANA OBIRI BOAHEN & ASSOCIATES  
ENSO NYAME YE CHAMBERS  
SUNYANI - B/A

IN THE CIRCUIT COURT OF GHANA  
OFFINSO/ASHANTI - AD 2014

FILED IN  
SUIT NO. C9/3/14  
CIRCUIT COURT REGISTRAR  
OFFINSO

OPANIN KWASI ACHEAMPONG  
(EXECUTOR FOR THE WILL OF KWAME HEMENG @  
KWAME DAPAAH)  
H/NO. 29, ANTOA, OFFINSO/ASHANTI

= PLAINTIFF

VRS.

AMMA POMAA @ AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO/ASHANTI

=== DEFENDANT

APPLICATION FOR DIRECTIONS

LET ALL PARTIES concerned attend His Lordship the Judge in Chambers  
on the \_\_\_\_\_ day of \_\_\_\_\_ 2014 upon an Application for  
Directions filed on behalf of the Plaintiff as follows:-

ISSUES

1.
  - (a) Whether or not the late Kwame Hemeng in his lifetime completed the said six (6) rooms and ASEDA was offered by the Defendant in respect of same
  - (b) Whether or not the provision in the Will that the executor should use the proceeds from the testator's residue to complete the said six (6) rooms had elapsed at the time of the death of Kwame Hemeng.
  - (c) Any other issue or issues raised by the pleadings.
2. The trial will take approximately two (2) clear days.
3. The Plaintiff shall lead oral and documentary evidence at the trial.
4. The costs of this application be costs in the cause.
5. Liberty to apply.

DATED AT AFRICANA CHAMBERS, KUMASI THIS 20<sup>th</sup> DAY OF Oct. 2014

ADU-GYAMFI & ASSOCIATES  
SOLICITORS & ADVOCATES  
(K. ADU-GYAMFI ESQ.)  
NOTARIES PUBLIC  
PP: AFRICANA ASSOCIATES  
SOLICITORS FOR THE PLAINTIFF  
LICENCE NO.: ARO8303/14  
CHAM. REG. NO. PP0001790/14

THE REGISTRAR  
CIRCUIT COURT  
OFFINSO/ASHANTI

COPY FOR SERVICE ON THE DEFENDANT OR HER LAWYERS  
NANA OBIRI BOAHEN & ASSOCIATES  
ENSO NYAME YE CHAMBERS  
SUNYANI - B/A





REPUBLIC OF GHANA  
FORM 1

36  
FILED IN 12-11-15  
AT OFFINSO  
CIRCUIT COURT REGIST.  
OFFINSO

**AMENDED WRIT OF SUMMONS  
PURSUANT TO THE LEAVE GRANTED ON 12/11/15**  
(Order 2 rule 3(1))

SUIT NO. C9/3/14

DATE

IN THE CIRCUIT COURT OF GHANA  
OFFINSO- ASHANTI/AD. 2015

BETWEEN  
OPANIN KWASI ACHEAMPONG (EXECUTOR OF  
THE WILL OF KWAME HEMENG@KWAME DAPAAH)  
SUBSTITUTED BY OPANIN KWASI TAWIAH  
/NO. 29, ANTOA, OFFINSO/ASHANTI

}

...

PLAINTIFF

AND

AMMA POMAA @AMMA KETEWA  
/NO. 29 ANTOA OFFINSO/ASHANTI

}

...

DEFENDANT

TO: AMMA POMAA @AMMA KETEWA

An action having been commenced against you by the issue of this Writ by the above-named Plaintiff

**OPANIN KWASI ACHEAMPONG**

YOU ARE HEREBY COMMANDED that within eight days after the service of this writ on you inclusive of the day of service you do cause an appearance to be entered for you.

**AMMA POMAA @AMMA KETEWA**

TAKE NOTICE that in default of your so doing this, judgment may be given in your absence without further notice to you. **AMMA POMAA @AMMA KETEWA**

day of Nov

20 15

Justice of Ghana - MRS T.G. WOOD

This writ is to be served within twelve calendar months from the date of issue unless it is Renewed within six calendar months from the date of last renewal.  
The defendant may appear hereto by filing a notice of appearance either personally or by a Lawyer, in Form 5 at the Registry of the Court of issue of the writ at HIGH/CIRCUIT. A defendant appearing personally may, if he desire give notice of appearance by post. REGISTRAR, CIRCUIT COURT, OFFINSO

OFFINSO  
389202  
P.T.O.  
389202  
30/11/15

STATEMENT OF CLAIM

Plaintiff's claim against the Defendant as follows:

- a) Ejectment and Recovery of Possession of the six rooms the Defendant and her children are occupying at H/No. 29 Antoa, Offinso/Ashanti since same have been devised unto other beneficiaries.
- b) Perpetual injunction restraining the Defendant and her children, servants, agent and assigns from interfering with the said rooms at H/No. Plot 29, Antoa Offinso, Ashanti.
- c) And such order or orders as to this Honourable Court may deem fit.

DATED AT AFRICANA CHAMBERS, KUMASI THIS

16<sup>th</sup> DAY OF *Nov* 2015

ADU-GYAMFI & ASSOCIATES  
 SOLICITORS & ADVOCATES  
 NOTARIES PUBLIC  
 (P. ADU-GYAMFI BSC.)  
 pp: ADU-GYAMFI & ASSOCIATES  
 LAWYERS FOR THE PLAINTIFF

Writ was issued by ADU-GYAMFI & ASSOCIATES

The address for service is AFRICANA CHAMBERS, 37 PAMPASO ROAD, ADUM, KUMASI

It is for PLAINTIFF

Address P. O. BOX KS. 9566, KUMASI

Agent for the Plaintiff P. ADU-GYAMFI

Agent's current licence **ARO8303/14, Chambers Reg. No. pp0002201/15**

Agent resides at KUMASI

Indorsement to be made within 3 days after service

Writ was served by me at

the defendant

on the

day of

day of

20

day of

20

Signed.....

Address.....

if the plaintiff's claim is for a liquidated demand only, further proceedings will be held if with the time limited for appearance the defendant pays the amount claimed to the plaintiff, his lawyer or his agent or into court as provided in form Order 2 rule 3

IN THE CIRCUIT COURT OF GHANA  
OFFINSO - ASHANTI/AD. 2014

OPANIN KWASI ACHEAMPONG (EXECUTOR OF  
THE WILL OF KWAME HEMENG@KWAME DAPAAH)  
SUBSTITUTED BY OPANIN KWASI TAWIAH  
NO. 29, ANTOA, OFFINSO/ASHANTI

... PLAINTIFF

S.

AMMA POMAA @AMMA KETEWA  
NO. 29 ANTOA OFFINSO/ASHANTI

... DEFENDANT

**STATEMENT OF CLAIM  
PURSUANT TO THE LEAVE GRANTED ON 12/11/15**

The Plaintiff is the Executor of the Will of the late Kwame Hemeng@Kwame Dapaah who died testate on 14/10/2009 at Komfo Anokye Teaching Hospital.

The Plaintiff avers that on 23/02/2010 Probate of the Will of the said Kwame Hemeng was granted by the High Court, Kumasi unto the Plaintiff herein.

The Plaintiff avers that the Defendant who is one of the wives of the late Kwame Hemeng was a beneficiary under the Will of Kwame Hemeng and that after Probate had been obtained the Plaintiff handed over all the devises made by the testator under the Will unto the Defendant and her children.

The Plaintiff avers that the Defendant is currently occupying six rooms at H/No. 29 Antoa Offinso which fell into residue of Will devised unto the testator's sister Akosua Serwaa and her brother and she had refused to vacate the said premises despite repeated demands.

The Plaintiff says that when he demanded the Defendant to vacate the said six rooms that she is occupying with her children the Defendant requested one year through Nana Offinsohemaa to vacate the said rooms, however even though the one year has expired they are still occupying the rooms.

The Plaintiff says that the Defendant's action is wrongful in that the rooms were not devised unto her and her children and that the Defendant's failure to vacate the premises had prevented the Plaintiff from Vesting the property unto the named beneficiary.

The Plaintiff says that the Defendant has threatened and she intends to occupy the said six rooms unless she is restrained by an order of this Honourable Court.


..../1....



Wherefore the Plaintiff claims against the Defendant as follows:-

- (d) Ejectment and Recovery of Possession of the six rooms the Defendant and her children are occupying at H/No. 29 Antoa Offinso since same have been devised unto other beneficiaries.
- (e) Perpetual injunction restraining the Defendant and her children, servants, agent and assigns from interfering with the said rooms at H/No. Plot 29, Antoa Offinso, Ashanti.
- (f) And such order or orders as to this Honourable Court may deem fit.

DATED AT AFRICANA CHAMBERS, KUMASI THIS 16<sup>th</sup> DAY OF NOV. 2015.

  
 ADU-GYAMEI & ASSOCIATES  
 (P. ADUGYAMFI ESQ.)  
 SOLICITORS & ATTORNEYS  
 NOTARIES PUBLIC  
 PP: ADU-GYAMEI & ASSOCIATES  
 KUMASI-GHANA  
 LAWYERS FOR THE PLAINTIFF  
 LICENCE NO. AR08303/14  
 CHAMBERS REG. NO. pp0002201/15

THE REGISTRAR  
CIRCUIT COURT  
OFFINSO/ASHANTI

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN



REPUBLIC OF GHANA  
FORM 1

**WRIT OF SUMMONS**

(Order 2 rule 3(1))



SUIT NO. **C9/3/14**

DATE

**IN THE CIRCUIT COURT OF GHANA  
OFFINSO- ASHANTI/AD. 2014**

BETWEEN  
**OPANIN KWASI ACHEAMPONG (EXECUTOR OF  
THE WILL OF KWAME HEMENG@KWAME DAPAAH)  
H/NO. 29, ANTOA, OFFINSO/ASHANTI**

} ...

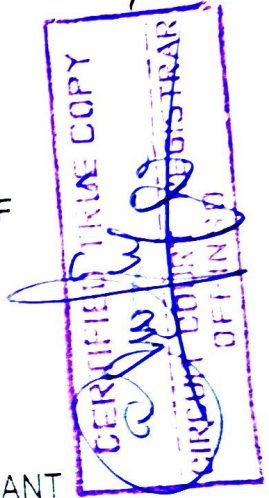
PLAINTIFF

AND

**AMMA POMAA @AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO/ASHANTI**

} ...

DEFENDANT



TO: **AMMA POMAA @AMMA KETEWA**

An action having been commenced against you by the issue of this Writ by the above-named Plaintiff

**OPANIN KWASI ACHEAMPONG**

YOU ARE HEREBY COMMANDED that within eight days after the service of this writ on you inclusive of the day of service you do cause an appearance to be entered for you.

**AMMA POMAA @AMMA KETEWA**

AND TAKE NOTICE that in default of your so doing this, judgment may be given in your absence without further notice to you. **AMMA POMAA @AMMA KETEWA**

Dated the **20th** day of **JUNE** 20**14**

Chief Justice of Ghana  
**MR. G. T. WOOD**

N.B- This writ is to be served within twelve calendar months from the date of issue unless it is Renewed within six calendar months from the date of last renewal.

The defendant may appear hereto by filing a notice of appearance either personally or by a Lawyer, in Form 5 at the Registry of the Court of issue of the writ at HIGH/CIRCUIT. A defendant appearing personally may, if he desire give notice of appearance by post. **REGISTRAR, CIRCUIT COURT, OFFINSO**



STATEMENT OF CLAIM

The Plaintiff's claim against the Defendant as follows:

- (a) Ejection and Recovery of Possession of the six rooms the Defendant and her children are occupying at H/No. 29 Antoa, Offinso/Ashanti since same have been devised unto other beneficiaries.
- (b) Perpetual injunction restraining the Defendant and her children, servants, agent and assigns from interfering with the said rooms at H/No. Plot 29, Antoa Offinso, Ashanti.
- (c) And such order or orders as to this Honourable Court may deem fit.

DATED AT AFRICANA CHAMBERS, KUMASI THIS 19<sup>th</sup> DAY OF June 2014

(P. ADU-GYAMFI ESQ.)  
pp: ADU-GYAMFI & ASSOCIATES  
LAWYERS FOR THE PLAINTIFF

This writ was issued by ADU-GYAMFI & ASSOCIATES

Whose address for service is AFRICANA CHAMBERS, 37 PAMPASO ROAD, ADUM, KUMASI

Agent for PLAINTIFF

Address P. O. BOX KS. 9566, KUMASI

Lawyer for the Plaintiff P. ADU-GYAMFI

Lawyer's current licence ARO8303/14, Chambers Reg. No. pp0001790/14

Who resides at KUMASI

Indorsement to be made within 3 days after service

This writ was served by me at

On the defendant

On the

Indorsed the

day of

day of

20

20

Signed.....

Address.....

Note: if the plaintiff's claim is for a liquidated demand only, further proceedings will be stayed if with the time limited for appearance the defendant pays the amount claimed to the plaintiff, his lawyer or his agent or into court as provided in form Order 2 rule 3 (2)



IN THE CIRCUIT COURT OF GHANA  
OFFINSO - ASHANTI/AD. 2014

2

OPANIN KWASI ACHEAMPONG (EXECUTOR OF  
THE WILL OF KWAME HEMENG@KWAME DAPAAH)  
H/NO. 29, ANTOA, OFFINSO/ASHANTI

CIRCUIT COURT  
... PLAINTIFF

VRS.

AMMA POMAA @AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO/ASHANTI

... DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is the Executor of the Will of the late Kwame Hemeng@Kwame Dapaah who died testate on 14/10/2009 at Komfo Anokye Teaching Hospital.
2. The Plaintiff avers that on 23/02/2010 Probate of the Will of the said Kwame Hemeng was granted by the High Court, Kumasi unto the Plaintiff herein.
3. The Plaintiff avers that the Defendant who is one of the wives of the late Kwame Hemeng was a beneficiary under the Will of Kwame Hemeng and that after Probate had been obtained the Plaintiff handed over all the devises made by the testator under the Will unto the Defendant and her children.
4. The Plaintiff avers that the Defendant is currently occupying six rooms at H/No. 29 Antoa Offinso which fell into residue of Will devised unto the testator's sister Akosua Serwaa and her brother and she had refused to vacate the said premises despite repeated demands.
5. The Plaintiff says that when he demanded the Defendant to vacate the said six rooms that she is occupying with her children the Defendant requested one year through Nana Offinsohemaa to vacate the said rooms, however even though the one year has expired they are still occupying the rooms.
6. The Plaintiff says that the Defendant's action is wrongful in that the rooms were not devised unto her and her children and that the Defendant's failure to vacate the premises had prevented the Plaintiff from Vesting the property unto the named beneficiary.
7. The Plaintiff says that the Defendant has threatened and she intends to occupy the said six rooms unless she is restrained by an order of this Honourable Court.

FILED ON 3  
 AT 12:30 AM/PM  
 CIRCUIT COURT REGISTRAR  
 OFFINSO

IN THE CIRCUIT COURT OF GHANA  
OFFINSO- ASHANTI.

SUIT NO: 392/14

IN THE MATTER OF:

OPANIN KWASI ACHEAMPONG (EXECUTOR  
 OF THE WILL OF KWAME HEMENG @ KWAME DAPAAH)

PLAINTIFF

H/NO 29, ANTOA-OFFINSO

-AND-

AMMA POMAA @ AMMA KETEWA  
 H/NO. 29 ANTOA OFFINSO

DEFENDANT

NOTICE OF APPEARANCE ORDER 9 RULES 3 (1) HIGH COURT  
PROCEDURE RULES 2004 C.I. 47

PLEASE, TAKE NOTICE that the Defendant herein enters appearance to the Plaintiff's Writ of Summons.

And whose address for service is:

AMMA POMAA @ AMMA KETEWA  
 ANTOA- OFFINSO

DATED AT OFFINSO -ASHANTI THIS 30<sup>TH</sup> DAY OF JUNE, 2014.

*Handwritten signature and initials*

DEFENDANT HEREIN

REGISTRAR'S CERTIFICATE

I, JULIANT OBERI TSARE REGISTRAR of the Circuit Court, Offinso do hereby certify that Appearance to this Plaintiff's Writ of Summons is entered by the Defendant on this 2ND day of JULY 2014.

*Handwritten signature of Registrar*

REGISTRAR

CIRCUIT COURT  
 OFFINSO-ASHANTI

THE REGISTRAR  
 CIRCUIT COURT  
 OFFINSO-ASHANTI

*Handwritten notes:*  
 + H/Sup = 5  
 Notice for pp/Form = 10

*Handwritten notes:*  
 JS - 399 2004 15  
 1/2/14



IN THE CIRCUIT COURT OF COURT OF GHANA  
OFFINSO-ASHANTI/AD, 2014

SUIT NO. C9/3/14.

OPANIN KWASI ACHEAMPONG  
(EXECUTOR OF THE WILL OF  
KWAME HEMENG @ KWAME DAPAAH)  
H/NO. 29, ANTOA, OFFINSO/ ASHANTI

===== PLAINTIFF

VRS

AMMA POMAA @ AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO/ ASHANTI.

===== DEFENDANT

**STATEMENT OF DEFENCE AND COUNTER CLAIM**

1. Save as herein after expressly admitted the defendant denies each and every material allegation of fact contained in the statement of claim as if same has been set out in extenso and traversed seriatim.
2. The defendant admits paragraphs 1 and 2 of the statement of claim.
3. The defendant saves admitting that, she is the surviving spouse of the late Kwame Hemeng @ Kwame Dapaah, paragraphs 3 and 4 of the statement of claim are all denied.
4. The defendant denies paragraphs 5, 6, 7 and 8 of the statement of claim.
5. The defendant avers that her late husband in paragraph 2 of his last Will made it clear that his uncompleted house at TWUMASEN QUARTERS offinso should be completed from the proceeds of his residue.
6. The defendant further avers that House No. 29, Antoa, Offinso forms part of the residue of her late husband.

Def = S = 2992078 / 2/2/14



7. The defendant says that, the customary successor/ executor of her late husband had not fulfilled the wishes of her late husband in his last Will.
8. The defendant says that, as of now, the Twumase Quarters her late husband bequeathed to her and her children had not been completed by the customary Successor/ Executor as stated by her late husband in his last will.
9. The defendant further states that Twumase Quarters is currently being build by her children from their own resources.
10. The defendant aver that as it stands now, she has no place to move in with her children because, the uncompleted Twumase Quarter's had not been completed by the customary Successor/ Executor as directed by her late husband in his last Will.
11. The defendant avers that the house in dispute is the self acquired property of her late husband and she lived in that house for more than 30 years with her late husband of which she gave birth to all her children in the house.
12. The defendant states that the plaintiff took her and her children to Commission on Human Rights and Administrative Justice (CHRAJ), Offinso.
13. The defendant says that when they met at the CHRAJ office, the mediators told the plaintiff that he should make sure that he completes the uncompleted house at Twumase Quarters for defendant and her children before he eject them from H/No.29, Antoa, Offinso
14. The defendant says that the plaintiff did agree, so she is surprise of the plaintiff's present action in court to eject her and her children from H/No. 29, Antoa, Offinso as he has not complied with the directives given by CHRAJ
15. The defendant further states that the matter went before Offinsohemaa and she also advice the plaintiff to comply with the directive in her late husband's Will before any attempt to eject her and children from H/No.29, Antoa, Offinso.

13


16. The defendant therefore says that the plaintiff is not entitled to his claim or any at all whatsoever.

**COUNTERCLAIM**

17. By way of counterclaim, the defendant repeats paragraphs 1- 16 of her statement of defence and counterclaim against the plaintiff as follows:

- a. An order restraining the plaintiff from distributing or vesting the residue of the estates of the late Kwame Hemeng@Kwame Dapaah to the beneficiaries until paragraph 2 of the testator's Will had been fully complied with.

DATED AT "ENSONYAME YE CHAMBERS", SUNYANI, THIS 8<sup>th</sup> DAY OF SEPTEMBER 2014.

  
COUNSEL FOR THE DEFENDANT  
NANA O. TSONG & ASSOCIATES  
ENSONYAME YE CHAMBERS  
PRIVATE LEGAL PRACTITIONERS  
SOLICITORS, BARRISTERS & NOTARIES PUBLIC  
P. O. BOX 2191, SUNYANI B/A  
LIC NO BA 09266/14

THE REGISTRAR  
CIRCUIT COURT  
OFFINSO-ASHANTI.

AND COPY FOR SERVICE ON THE PLAINTIFF HEREIN OR HIS SOLICITOR, PAUL ADU GYAMFI, (ESQ), ADU GYAMFI AND ASSOCIATES, AFRICANA CHAMBERS, 37 PAMPASO ROAD ADUM -KUMASI.



OPANIN KWASI ACHEAMPONG  
(EXECUTOR FOR THE WILL OF KWAME HEMENG @  
KWAME DAPAAH)  
H/NO. 29, ANTOA, OFFINSO/ASHANTI

= PLAINTIFF

VRS.

AMMA POMAA @ AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO/ASHANTI

=== DEFENDANT

---

REPLY AND DEFENCE TO COUNTERCLAIM

---

1. The Plaintiff joins issues generally with the Defendant on her Defence.
2. The Plaintiff admits paragraph 3 of the Statement of Defence.
3. The Plaintiff admits that Kwame Hemeng the deceased stated in his Will dated 8/09/1994 that the residue of his estate be used to complete six rooms but the testator in his life time completed same and prepared a Deed of Gift on 1st October 2000 which the Defendant herself thumb printed and acknowledged and so the provision in the Will lapsed before the death of the testator.
4. The Plaintiff denies paragraphs 6,7,8,9,10 and 11 of the Statement of Defence and in an answer thereof the Plaintiff says that the Defendant has rented out the six rooms to some tenants who are in possession.
5. The Plaintiff admits paragraph 12 of the Statement of Defence.
6. The Plaintiff denies paragraphs 13 and 14 of the Statement of Defence and in an answer thereof the Plaintiff avers that the CHRAJ Officer ordered the Defendant to vacate the house in dispute.
7. The Plaintiff denies all material averments of fact contained in paragraphs 7 and 8 of the Statement of Defence.
8. The Plaintiff admits that the present suit went before Offinsohemaa who pleaded with the Plaintiff to allow the Defendant to stay in the house in dispute for a year and the time has elapsed for more than a year.
9. Wherefore the Plaintiff says that the Defendant is not entitled to the reliefs endorsed in the Counterclaim.

Reply / Defence / Counterclaim = 500 - JS 3523/22



DEFENCE TO COUNTERCLAIM

10. And by way of Defence to the Counterclaim, the Plaintiff repeats material averments of fact contained in paragraphs 1-9 of the Reply supra and hereby says that the Defendant is not entitled to the reliefs sought in the Counterclaim.

DATED AT AFRICANA CHAMBERS, KUMASI THIS

*8th* DAY OF *Oct* 2014

*P. Adju Gyamefi*  
PP: ADJU GYAMEFI & ASSOCIATES  
SOLICITORS FOR THE PLAINTIFF  
KUMASI, GHANA  
LICENCE NO.: ARO8303/14  
CHAM. REG. NO. PP0001790/14

THE REGISTRAR  
CIRCUIT COURT  
OFFINSO/ASHANTI

COPY FOR SERVICE ON THE DEFENDANT OR HER LAWYERS  
NANA OBIRI BOAHEN & ASSOCIATES  
ENSO NYAME YE CHAMBERS  
SUNYANI - B/A

IN THE CIRCUIT COURT OF GHANA  
OFFINSO/ASHANTI - AD 2015

22

SUIT NO. C9/3/14

OPANIN KWASI ACHEAMPONG  
(EXECUTOR FOR THE WILL OF KWAME HEMENG@  
KWAME DAPAAH)  
H/NO. 29, ANTOA, OFFINSO/ASHANTI

= PLAINTIFF

VRS.

AMMA POMAA @ AMMA KETEWA  
H/NO. 29 ANTOA OFFINSO/ASHANTI

=== DEFENDANT

and

OPANIN KWASI TAWIAH  
H/NO. 16 BLOCK 21 ANTOA, OFFINSO

==== APPLICANT

**MOTION EX-PARTE**

**MOTION EX-PARTE** by Messrs ADU-GYAMFI & ASSOCIATES, of Counsel for and on behalf of the Plaintiff praying this Honourable Court for an Order to Substitute **OPANIN KWASI TAWIAH** in place of the Plaintiff upon the grounds set out in the accompanying affidavit.

And for such further order or orders as to this Court may deem fit

COURT TO BE MOVED ON THE DAY OF 2015

at 8:30 o'clock in the forenoon or so soon thereafter as Counsel for the Applicant may be heard.

DATED AT AFRICANA CHAMBERS, KUMASI, THIS 5<sup>th</sup> DAY OF Aug 2015

ADU-GYAMFI & ASSOCIATES  
SOLICITORS & ADVOCATES  
NOTARIES PUBLIC  
KUMASI-GHANA  
PP: ADU-GYAMFI & ASSOCIATES  
SOLICITORS FOR THE PLAINTIFF  
LIC NO:-AR10258/15  
CHAMBERS REG. NO. PP0001790/14

THE REGISTRAR  
CIRCUIT COURT  
OFFINSO/ASHANTI

This is Exhibit Marked.....  
Referred to in the Affidavit  
Of.....  
Commissioner For Oaths

Exhibit

FILED AT 2:45  
REGISTRAR COURT OF APPEAL  
KUMASI

**IN THE CIRCUIT COURT OF GHANA  
GOASO/BRONG AHAFO REGION**

SUIT NO. A5/11/17

IN THE MATTER OF THE ESTATE OF  
FOSU GYEABOUR a.k.a. KWAME FOSU GYEABOUR (DECEASED)

FILED AT 11/13/09/18  
BY T. E. ...

AND

IN THE MATTER OF AN APPLICATION FOR THE  
GRANT OF LETTERS OF ADMINISTRATION BY:

- 1. ERIC MARFO
- 2. FRED AGYEMANG DUAH
- 3. VIDA NYARKO

)  
) APPLICANTS

**NOTICE TO BRING IN GRANT (CITATION)**

**WHEREAS** you the Applicants', Eric Marfo, Fred Agyemang Duah and Vida Nyarko applied to the Circuit Court, Goaso for the grant of Letters of Administration with to administer the estate of the late **Fosu Gyeabour a.k.a. Kwame Fosu Gyeabour.**

**AND WHEREAS** it has come to the notice of the Applicant that the Circuit Court has granted Letters of Administration to the said Eric Marfo, Fred Agyemang Duah and Vida Nyarko.

**AND WHEREAS** it appears to the Applicant that the estate/property is the property of Fosu Gyeabour a.k.a. Kwame Fosu Gyeabour and asuch his spouse, all the children and family members are beneficiaries to the said estate.

**AND WHEREAS** the Applicant who is the son/Administrator of the late Fosu Gyeabour a.k.a. Kwame Fosu Gyeabour is desirous to institute legal action to seek a motion for the revocation of the Letters of Administration and further Order for another grant of Letters of Administration excluding Vida Nyarko as Administratrix.

**NOW THIS IS TO COMMAND YOU, ERIC MARFO, FRED AGYEMANG DUAH and VIDA NYARKO** within eight (8) days after the Service hereof on you of this Citation inclusive of the day of service to bring into the Circuit Court and leave in the Registry of the said Court the Letters of Administration granted to you in order that the said Applicant may proceed in due recourse to law to revoke same.

DATED AT KUMASI THIS 11<sup>TH</sup> DAY OF SEPTEMBER, 2018.



EXTRACTED BY:



BENJAMIN OSEI BOATING ESQ.  
DOMINION CHAMBERS  
ADUM - KUMASI

.....  
THE REGISTRAR  
CIRCUIT COURT,  
GOASO

AND TO:

1. ERIC MARFO
- ✓ 2. FRED AGYEMANG DUAH
3. VIDA NYARKO