

GENERAL LEGAL COUNCIL
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19/9/25

17th SEPTEMBER 2025.

REPUBLIC OF GHANA
IN THE GENERAL LEGAL COUNCIL
IN THE MATTER OF A PETITION AGAINST LEGAL MISCONDUCT

BETWEEN:

NANA KWESI OSEI BONSU

(Appellant and Principal Member of the Huahi Achama Tutuwaa Royal Family of Boadi, and
Lawful Attorney of the Incapacitated Head of Family)

...PETITIONER

AND

MUJEEB RAHMAN AHMAD, ESQ.

(Moomin & Botta Solicitors, Adum- Kumasi Practicing Solicitor and Advocate of the
Superior Courts of Ghana)

...RESPONDENT

REBUTTAL TO RESPONDENT'S REPLY

**SUBJECT: RESPONSE TO THE REPLY FILED BY THE RESPONDENT,
REAFFIRMING THE ALLEGATIONS OF BREACH OF LEGAL ETHICS,
CONFLICT OF INTEREST, ABUSE OF CLIENT CONFIDENCE, AND
PROFESSIONAL MISCONDUCT.**

TO: The Secretary
General Legal Council
Judicial Service of Ghana
Accra, Ghana

FROM: Nana Osei Bonsu
(Appellant / Lawful Representative of the Huahi Achama Tutuwaa Royal Family of Boadi)
(Currently domiciled in the United States under humanitarian protection with political asylum
proceedings pending before the United States Immigration Court)

I. INTRODUCTION

I, Nana Kwesi Osei Bonsu, the Petitioner herein, respectfully file this rebuttal to the Respondent's reply dated 20th August 2025. While the Respondent's reply spans a considerable length and catalogues a series of procedural events, it is important to underscore that the matter before this Honourable Council is not an appeal on the merits of land litigation, nor a review of trial court processes. Rather, the matter is a disciplinary inquiry into grave allegations of professional misconduct on the part of the Respondent, Mujeeb Rahman Ahmed, Esq., a lawyer called to the Bar and bound by the Legal Profession Act, 1960 (Act 32), the Legal Profession (Professional Conduct and Etiquette) Rules, 1969 (L.I. 613), and the Code of Ethics of the Ghana Bar Association.

The petition filed against the Respondent sets out serious allegations of:

1. **Conflict of Interest:** that the Respondent, having been consulted in confidence by me, and having received privileged documents and instructions regarding the subject matter of this litigation, subsequently acted for an adverse party in the very same matter without my consent.
2. **Breach of Client Confidentiality:** that the Respondent used, or created the appearance of using, confidential information obtained during his consultation with me to advance the interests of my opponent.
3. **Improper Conduct and Coercion:** that the Respondent engaged in intimidation, including invoking the name and authority of His Royal Majesty, the Asantehene, in an attempt to pressure me to abandon lawful proceedings, thereby undermining both the independence of the Bar and the sanctity of the lawyer-client relationship.
4. **Abuse of Judicial Process:** that the Respondent has consistently acted in ways calculated to frustrate the due administration of justice, including the filing of procedurally improper motions and contributing to unnecessary delay and obstruction of appellate proceedings.

It is respectfully submitted that these are serious ethical questions which strike at the heart of professional integrity and the public's confidence in the legal profession. Yet, in his reply, the Respondent does not address these substantive allegations head-on. Instead, he attempts to divert this Honourable Council's attention by rehearsing the procedural history of the underlying land dispute, raising irrelevant matters concerning my personal circumstances,

and presenting a narrative that mischaracterises both my role and the uncontested ownership of the family lands at issue.

The Respondent's approach is a deliberate attempt to obfuscate the central issues before this Council. The question is not who ultimately prevails in the courts over the land in question, but whether a lawyer of this Bar may:

- a) accept confidential instructions from a client,
- b) later act for an opposing party in the same dispute,
- c) and in the course of doing so, employ threats, misrepresentations, and procedural manoeuvres that undermine the integrity of both the judicial system and the profession itself.

The principles at stake are fundamental: a lawyer must not place himself in a position where his duty to a client conflicts with his own interests or the interests of another; a lawyer must preserve inviolate the confidences of his client; and a lawyer must conduct himself at all times with honesty, independence, and fidelity to the rule of law. These are not technicalities, but the bedrock of legal ethics.

Accordingly, this rebuttal will demonstrate that the Respondent's reply fails to disprove or even directly address the allegations of misconduct. Instead, it relies on diversion, mischaracterisation, and irrelevancies. The Petitioner respectfully urges this Honourable Council to keep focus on the real issue: whether the Respondent's conduct meets the standards expected of a barrister and solicitor of the Superior Courts of Ghana.

II. PRELIMINARY OBSERVATIONS

Having carefully reviewed the Respondent's reply, I respectfully draw this Honourable Council's attention to the following fundamental deficiencies and misdirections that render his response unconvincing and incapable of displacing the allegations of professional misconduct.

1. **Diversion from the Core Issue:** The Respondent devotes substantial portions of his reply to reciting procedural events in the underlying land dispute, including writs, appearances, motions, and interlocutory orders. While these may be matters of record, they are not the subject of this disciplinary petition. The **core issue** before this

Council is not the chronology of the litigation but the Respondent's **conduct as a lawyer** — whether he breached client confidence, acted in conflict of interest, and engaged in improper intimidation. By focusing on collateral matters, the Respondent attempts to shift the Council's attention away from his ethical obligations, which remain unaddressed.

2. **Mischaracterisation of Facts and Timeline:** The Respondent inaccurately portrays the nature of his involvement with me, suggesting that he never acted as my counsel. This assertion is demonstrably false. As set out in the Petition and supported by documentary evidence, the Respondent was engaged in a professional consultation with me, during which I furnished him with confidential documents and instructions concerning the very dispute now in issue. That consultation created an attorney–client relationship under law, regardless of whether he subsequently sought to disclaim it. His failure to acknowledge this fact in his reply amounts to a deliberate mischaracterisation of the record.
3. **Failure to Address Central Allegations:** Strikingly, the Respondent does not provide a direct or substantive refutation of the principal allegations raised in the Petition:
 - a) That he acted for an adverse party after having received confidential instructions from me;
 - b) That he invoked the authority of His Royal Majesty, the Asantehene, to coerce me into abandoning my lawful claims;
 - c) That he misused or appeared to misuse privileged information to the detriment of a former client.

Instead, his reply consists of broad denials, appeals to irrelevant authority, and assertions that avoid confronting the misconduct itself. **The silence on these crucial points speaks volumes** and underscores the validity of the allegations.

4. **Reliance on Irrelevant and Prejudicial Matters:** The Respondent further attempts to discredit me by raising matters wholly irrelevant to the ethical questions before this Council, including references to my current residence abroad, my asylum status in the United States, and the fact that the case has attracted media coverage. These are **extraneous considerations** which have no bearing on whether the Respondent upheld or violated his professional duties. Their inclusion serves only to prejudice the Council against the Petitioner and distract from the Respondent's own conduct.

5. **Attempt to Cloak Misconduct under Traditional Authority:** The Respondent repeatedly invokes the name of the Asantehene and the Kumasi Traditional Council as justification for his actions. With the greatest respect, this is a dangerous proposition. The practice of law in Ghana is regulated not by traditional authority but by statute and by the professional rules of the Bar. No lawyer may excuse unethical conduct on the basis that he acted on the instructions of a traditional ruler. To permit such a justification would erode the independence of the profession and subordinate the rule of law to extra-legal influence.

III. REAFFIRMATION OF THE CORE SUBJECT

It is imperative to restate, in the clearest possible terms, the true subject of this petition. This matter is not, and has never been, an appeal against judgments rendered in the land dispute, nor is it a forum for relitigating issues of title, capacity, or joinder. Those questions are properly within the province of the courts of law and are already the subject of proceedings before the appellate courts.

The question before this Honourable Council is entirely distinct: **whether the Respondent, as a lawyer called to the Bar, has conducted himself in accordance with the ethical standards, fiduciary obligations, and professional duties imposed upon him by law and by the rules of this profession.**

The essence of the petition is therefore narrowed to the following undisputed issues:

1. **Conflict of Interest:** The Respondent accepted confidential instructions and documents from me in my capacity as lawful representative of the Huahi Achama Tutuwaa Royal Family, and thereafter appeared in the very same matter on behalf of parties adverse to my interest. This constitutes a direct and impermissible conflict of interest in violation of Rule 9 of L.I. 613.
2. **Breach of Confidentiality:** Having reviewed my confidential case file, including judgments, land search reports, and affidavits, the Respondent subsequently deployed or appeared to deploy that knowledge in representing my opponent. This violates Rule 10 of L.I. 613, which prohibits a lawyer from disclosing or acting upon client confidences without consent.

3. **Improper Influence and Coercion:** On 30th August 2021, during a meeting at his chambers attended by a Lands Commission officer, the Respondent attempted to pressure me to abandon opposition to his motions, invoking alleged directives from His Royal Majesty the Asantehene and warning me in terms calculated to instill fear. This is conduct unbecoming of a barrister and amounts to intimidation inconsistent with the dignity of the profession.
4. **Abuse of Process:** The respondent has repeatedly engaged in procedural maneuvers designed not to advance justice but to delay, frustrate, and obstruct the appellate process. These include: Concurrently filing substitution and motions to set aside the judgment after the trial court was functus officio, resisting registry compliance and exploiting clerical errors to prolong proceedings. This conduct undermines the integrity of the judicial process and violates Section 19 of Act 32.

These are not technical quibbles, nor mere disagreements between counsel. They are matters that go to the very **heart of professional responsibility**. The Respondent's reply is notable not for its defence of his conduct, but for its refusal to engage with these core allegations. Instead, he has sought to cloak his actions in procedural history and to discredit me personally. This Honourable Council must not be distracted.

The central question is thus simple: **Can a lawyer, having been entrusted with a client's confidential instructions in a given matter, later act for the opposing side in that same matter, while employing intimidation and misrepresentation to suppress the client's claims?**

The answer, in law and in ethics, is a resounding "no."

IV. SUPPORTING EVIDENCE

To correct the misstatements and omissions in the Respondent's reply, and to anchor this Honourable Council's attention on the substantive issues of misconduct, I now set out the documentary and judicial evidence that directly supports the Petition.

1. Appellate Court Ruling Affirming My Legal Capacity

- a) On 24th May 2022, in *Suit No. H3/117/2022 (See Exhibit E)*, the Court of Appeal, Kumasi, delivered a ruling dismissing the Respondent's challenge to my standing and

affirming my legal capacity to pursue the appeal on behalf of the Huahi Achama Tutuwaa Royal Family.

- b) This ruling directly contradicts the Respondent's insinuations in his reply that I lack locus standi. The appellate court's decision is binding and remains the authoritative confirmation of my legitimacy in this litigation.

2. Royal Lineage and Allodial Ownership of the Huahi Achama Tutuwaa Family

- a) The Royal Family's unique consanguineous lineage, descending directly from King Osei Tutu I and Oheneyere Tutuwaa, is a matter of public record. The published family tree (**See Exhibit F**) confirms our allodial ownership of the Boadi lands.
- b) Notably, at no stage has the Respondent or his client ever challenged the family's ownership in substance. Even when the trial court controversially set aside judgment, it did so on **technical grounds only**, not by rejecting the family's claim to ownership.

3. Illegitimacy of Respondent's Client

- a) The Respondent's client, Yaw Awuah Nimfuo II, has consistently misrepresented himself as Odikro/Caretaker Chief of the Boadi lands.
- b) This claim was debunked in an interlocutory judgment in **Suit No. C1/176/2021 ODEHYIE NANABA KWABENA BADU (HEAD OF HUAHI ROYAL FAMILY OF BENIMASE – BOADI) VS YAW AWUAH & OTHERS** which found against him for illicitly selling family lands to unsuspecting developers. (**See "Exhibit G Series" Writ of Summons, Interlocutory Judgement order and Entry of Judgement**)
- c) The Respondent omits this crucial fact, as it undermines both his client's legitimacy and his own justification for continued representation.

4. KNUST Joinder Application Struck Out

- a) In paragraph 5 of his reply, the Respondent misleadingly refers to Kwame Nkrumah University of Science and Technology (KNUST) as if their joinder lent credibility to his case.
- b) The reality is that the High Court struck out KNUST's application for joinder on 29th January 2021, following our opposition (**See Exhibit H**)

- c) This fact is omitted from the Respondent's reply, which creates a misleading narrative for this Honourable Council.

5. Conflict of Interest and Breach of Confidentiality

- a) The Respondent denies ever acting as my counsel, yet the record shows otherwise. In 2021, I engaged him in a professional capacity, submitted confidential case documents, and received legal advice regarding enforcement of the judgment.
- b) Having received this privileged material, he subsequently filed a substitution motion on behalf of an adverse party in the very same matter with full knowledge of my own substitution for the original plaintiff. This is a direct conflict of interest under Rule 9 of L.I. 613 and a breach of confidentiality under Rule 10.

6. Threats and Coercion

- a) On 30th August 2021, during a meeting in his chambers with a Lands Commission officer present, the Respondent attempted to coerce me into abandoning opposition to his motions.
- b) He expressly stated that he was acting under the instructions of His Royal Majesty the Asantehene and warned me that resistance would have serious consequences.
- c) Such conduct is not only improper, but it also violates the Canon of Honourable Conduct of the Ghana Bar Association, which demands independence, fairness, and respect in all professional dealings.

7. Abuse of Court Process and Deliberate Delay

- a) The Respondent has repeatedly exploited registry errors to delay the appeal.
- b) In the light of the abuse of processes engaged by the respondent, i was faced with an incongruous situation where there was a pending application by one and same person for substitution and for setting aside the judgement in the very case.
- c) On 25th October 2022, the Court of Appeal ordered the lower court to rectify the record (**See Exhibit J- Court of Appeal Order on 25th October 2022**). Yet, the Respondent deliberately refused to cooperate with registry officials, frustrating compliance until compelled by a further court order of 16th April 2025. (**See Exhibit K, Court of Appeal Order on 16th April 2025**)

- d) These tactics reflect a pattern of obstruction and abuse of process, inconsistent with the duty of a lawyer to advance the administration of justice.

8. Irrelevant and Prejudicial Attacks on the Petitioner

- a) In paragraphs 36–37 of his reply, the Respondent references my asylum status in the United States and alleges that I caused the petition to be publicised on social media.
- b) These statements are baseless and irrelevant. The media reports originated from reputable outlets such as the *Ghanaian Times* and *myjoyonline.com*, not from me.
- c) My personal safety abroad has no bearing on whether the Respondent breached professional ethics. These attacks are an attempt to prejudice this Honourable Council and must be disregarded.

9. False Assertion of Paramount Ownership by the Asantehene

- a) The Respondent’s claim that “His Royal Majesty the King of Asante is the owner of lands in Asanteman” is legally untenable.
- b) Ghana is a constitutional republic governed by statutory land law. While customary authority has a recognised role, it does not extinguish family or private allodial ownership.
- c) This claim is a legal fallacy and demonstrates the Respondent’s willingness to misrepresent the law to justify his misconduct.

V. REQUEST FOR VIRTUAL HEARING

In furtherance of the principles of fairness and access to justice, I respectfully request that this Honourable Council permit the conduct of this disciplinary hearing by **virtual means**.

This request is necessitated by the following circumstances:

1. **Current Residence Abroad:** I am currently living in the United States under humanitarian protection, with ongoing political asylum proceedings before the U.S. Immigration Court. Returning to Ghana at this time poses a credible risk to my personal safety and freedom, as evidenced by my previous subjection to arbitrary arrest, unlawful detention, and psychological torture instigated by the Respondent and his associates.

2. **Security Concerns:** Given the Respondent's admitted association with traditional authority and his prior use of threats, there exists a legitimate concern that a physical hearing in Ghana could expose me to intimidation or retaliation. A virtual hearing would insulate the process from such undue external pressures.
3. **Practical Efficiency:** A virtual hearing would not only protect the parties but also promote efficiency in the administration of this matter, avoiding unnecessary delays caused by international travel, visa applications, or security arrangements.
4. **Precedent and Fairness:** In recent years, both the courts and professional bodies have increasingly relied on virtual hearings to accommodate litigants abroad, particularly where participation is essential, and the circumstances are beyond the party's control. Granting this request would therefore be consistent with principles of natural justice and modern practice.

I further affirm my willingness to **bear any reasonable costs** associated with the arrangement of such a virtual hearing, whether by video conference, secure online platform, or any alternative method the Council deems appropriate.

VI. PRAYER FOR RELIEF

In light of the foregoing, and upon careful consideration of the Respondent's reply and its deficiencies, I humbly and respectfully pray that this Honourable Council will:

1. **Dismiss the Respondent's reply** in so far as it is diversionary, misleading, and fails to address the substantive allegations of misconduct.
2. **Affirm the core issues** for determination as: conflict of interest, breach of confidentiality, improper coercion, abuse of process, and misrepresentation of law and fact.
3. **Commence formal disciplinary inquiry** into the Respondent's conduct pursuant to Section 19 of the Legal Profession Act, 1960 (Act 32), Rules 9 and 10 of L.I. 613, and the Ghana Bar Association Code of Ethics.
4. **Grant the Petitioner's request for a virtual hearing**, so that I may fully and fairly participate in the proceedings without compromising my safety, and so that the Council's deliberations may proceed without delay.

5. **Impose appropriate sanctions** on the Respondent if the allegations are found substantiated, including suspension, disbarment, or such other orders as this Honourable Council considers just, in order to protect the integrity of the Bar and the public interest.

Respectfully submitted,



Nana Kwesi Osei Bonsu

United States Address:

C/O Land Rights Defenders Inc.

846 Wilson Avenue Columbus, OH 43206

Email: mfghbonsu@gmail.com

Tel: +1 614-740-6668

(Petitioner)

OHIO 'STATUTORY SHORT FORM OF ACKNOWLEDGMENT' – INDIVIDUAL
§147-55(A)

State of Ohio }
County of Cuyahoga } ss.



The foregoing instrument was acknowledged
before me this 09/18/2025 by
Date

Nana Kwesi Osei Bonsu
Name of Person Acknowledging

[Signature]
Signature of Person Taking Acknowledgment

Notary Public
Title or Rank

Affix Seal Here

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition Against Jural Rescinded

Document Date: 09/18/2025 Number of Pages: 12

Signer(s) Other Than Named Above: — N.A. —

**IN THE SUPERIOR COURT OF JUDICATURE, THE COURT OF APPEAL
SITTING AT KUMASI ON TUESDAY THE 24TH DAY OF MAY, 2022.**

**CORAM: JUSTICE A. M. DOMAKYAAREH (MRS) JA (PRESIDING), JUSTICE
ALEX B. POKU-ACHEAMPONG AND JUSTICE S.K.A. ASIEDU JJA**

SUIT NO. H3/117/2022

ABUSUAPANYIN KWAME KONADU YIADOM

SUBST. BY NANA OSEI BONSU : PLAINTIFF/APPELLANT/RESPONDENT

VRS.

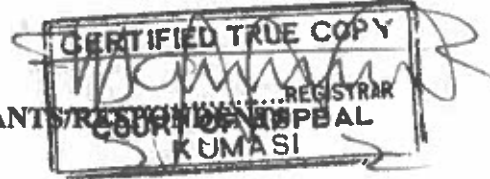
YAW ACHEAMPONG & ANOR.

: DEFENDANTS/RESPONDENTS

AND

NANA AWUAH NIMMFOUR II

: APPLICANT/RESPONDENT/APPLICANT



Parties - Plaintiff/Appellant/Respondent absent; marooned in his house in Accra due to floods.

1st Defendant/Respondent is absent; 2nd not represented

Applicant/Respondent/Applicant present.

Counsel: Mujeeb Rahman Ahmed for the Applicant/Respondent/Applicant with Ackah Himans, Prince Senyo, Gai Flavin, Benjamin Ntow and Joel Amoako.

Kwasi Afrifa for Plaintiff/Appellant/Respondent.

Before the court is an application for an order to set aside the Plaintiff/Appellant/Respondent's written submission filed on 01-02-2022. Counsel for the Defendants/Respondents raises a preliminary legal objection to the jurisdiction of the court to hear this application. Counsel refers to Rule 16 (1) of C.I. 19 which mandates the respondent to give notice of same to the appellant by filing the notice at the Registry of the court. However, in this case, the respondent did not comply with the mandatory rule. Counsel has filed a motion supported by an affidavit. Counsel relies on Boyefio case [1997-98] 1GLR 768 that where an enactment prescribes a procedure by which something is to be done, it is that procedure that has to be followed. Therefore, the jurisdiction of this court has not been properly invoked; therefore, application for

being a nullity. Counsel cites the case of Iddrisu v. Amartey [2009] SCGLR 179. Counsel for the applicant in response submits that the objection is misconceived because Rule 16 (1) applies when the appeal is being heard and the court is not hearing the appeal today. Counsel also submits that the preliminary objection of the Appellant would have been well grounded if all the conditions in Rules 14(1) and 21 of C.I. 19 were complied with. Counsel submits that as at today, those conditions have not been complied with and therefore the objection cannot hold water.

BY COURT:

We have listened to the respective counsel on the preliminary objection raised to the hearing of the application before the court today. We hereby overrule the preliminary objection raised by counsel for the Plaintiff/Appellant/Respondent. The appeal in this case has not yet matured for hearing. Therefore, Rule 16(1) relied on by counsel for the Plaintiff/Appellant/Respondent does not apply. The said Rule 16(1) of C.I. 19 provides as follows:

“(1) A Respondent who intends to rely on a preliminary objection to the hearing of the appeal shall give the appellant three clear days notice before the hearing of the preliminary objection, setting out the grounds of objection and shall file the notice specified in Form 8 in Part 1 of the Schedule together with five copies of the appeal with the Registrar within the same time.”

Counsel for the Applicant/Respondent/Applicant also raised two preliminary objections to the Affidavit in Opposition filed by counsel for the Plaintiff/Appellant/Respondent. Counsel takes particular objection to the language used in paragraphs 9 and 10 of the Affidavit in Opposition wherein the Deponent deposed that *“the application is wholly bereft of any factual or legal basis save a desire to postpone the inevitable, that is, a reversal of the completely erroneous ruling culminating in the instant appeal”* and that *“the purported return of written submission served on counsel for the Applicant/Respondent/Applicant on grounds that same has to be served on the party rather than the counsel demonstrates a gross and unforgiveable misunderstanding of the basic rules of the Honourable Court and ought not be tolerated.”* Counsel relied on the case of Republic v. High Court, Kumasi, Ex-parte Koduah (Paragnan Investment Ltd. Interested Party) [2015-2016] 2 SC GLR 1341 at 1357 and at 1362-1363 wherein Vida Akoto Banfo JSC and Anin Yeboah JSC (as he then was) bemoaned the use of

intemperate language by lawyers and seriously cautioned against same. In the unreported case of Kodwo Nyarku Ackah & 2 ors. V. Nana Kwamina Apreh Ackah Suit No. H3/54/15 dated 28-7-2015 at page 6-7 wherein Ayebi JA deprecated the use of similar unprofessional language. Counsel also objected to the capacity of deponent to depose to the affidavit in opposition in this matter. The Deponent described himself as the Managing Director (MD) of a company that is not mentioned. Counsel submits that the matter concerns traditional authority and the deponent has not disclosed how he is related to the traditional authority and matters related there to. Counsel submits in paragraph 10 of the Supplementary Affidavit that one Abusuapanin Nana Kwame Boateng in respect of the same matter claimed to be the head of family of the Huahi Achamaa Tutuwaa Royal Family of Boadi as supported by Exhibit NAN "5". Counsel cites the case Abusuapanin Yaw Stephenson v. Kwasi Apoh [2010] 2 MLRG 12 at 26-27 CA on capacity where lack of capacity truncates the case and it will not be heard on its merits. Same was repeated in Sarkodie v. Boateng [1982-83] 1 SLR 715 and Sam Jonah v. Duodu Kumi [2003-2004] SCGLR 50. Counsel therefore submits that the affidavit in opposition is void.

Counsel for the Plaintiff/Appellant/Respondent responded to the issue of capacity by saying that if there is no Plaintiff in this matter, then this application before the court is incompetent because counsel for the Applicant/Respondent/Applicant who filed the motion titled the deponent as the Plaintiff/Appellant/Respondent. Counsel submits that the substantive matter is about land so there is no chiefly matter in it therefore the deponent is competent to depose to the affidavit in opposition. Counsel submits that in the cases cited on capacity, same had been raised and determined but in the instant case no such determination has been made.

Counsel in response to the use of offensive language submits that there is no offensive language in paragraph 9 of the affidavit in opposition. Counsel submits that paragraph 10 of the affidavit in opposition is premised on the Dictum of the Rep. v. High Court, Accra, Ex-parte Aryeetey [2003-2004] 1 SCGLR 398 where Kpegah JSC referred to unforgiveable lapses of procedure. Counsel therefore submits that the two legal objections should be overruled. In response, counsel for the Applicant/Respondent/Applicant submits that in accordance with the legal profession Act s. 26 (2) and Order 75(2) of C.I. 47 and Adu v. Ankomah [1972] 1 GLR 22 at 25 to the effect that lawyer/client relationship ends at judgment. Counsel submits that they could only take the title of the case and no other title otherwise it would be set aside as

a different case. Counsel submits that Exhibit NAN "5" demonstrates that the case is about traditional authority.

BY COURT:

We have considered all the submissions made by both counsel on the objections based on the use of unacceptable language and the issue of the capacity of the deponent to the affidavit in opposition. On the use of the unacceptable language, we are of the opinion that even though the language used is very strong, it has not gone overboard such that it should be expunged. We however caution counsel for the Plaintiff/Appellant/Respondent to be considerate in his language whether by himself or when he is advising his clients and tone down his language. Precedents have shown that counsel has the tendency to use language which some members of the Bar and the Bench deem offensive. Counsel is to refrain from that and will do well to follow the advice of Vida Akoto Bamfo JSC in the case of the Republic v. High Court, Kumasi Ex-parte Koduah, cited supra and other similar authoritative pronouncements. The objection to the use of offensive language is therefore overruled. On the issue of capacity, the Deponent is the one substituted for the original Plaintiff/Appellant/Respondent. We therefore deem him to be the best person to depose to the affidavit in opposition. Order 20 r 4(2) of C.I. 47 provides that every affidavit shall be expressed in the first person and shall state the place of residence of the deponent or if the deponent has none, the description of the deponent and whether the deponent is, or is not employed by a party to the cause or matter in which the affidavit is sworn. In this case, the deponent who is the Plaintiff/Appellant/Respondent in the case has also provided his residential address and is therefore qualified to depose to the affidavit. Therefore, the preliminary objection in respect of the capacity of the deponent to the affidavit in opposition is also overruled.

(SGD)

A. M. DOMAKYAAREH (MRS) JA (PRESIDING)

(JUSTICE OF APPEAL)

ALEX B. POKU-ACHEAMPONG

(JUSTICE OF APPEAL)

S.K.A. ASIEDU

(JUSTICE OF APPEAL)

24-05-2022.

CASE STOOD DOWN.

CASE RECALLED.

**IN THE SUPERIOR COURT OF JUDICATURE, THE COURT OF APPEAL
SITTING AT KUMASI ON TUESDAY THE 24TH DAY OF MAY, 2022.**

**CORAM: JUSTICE A. M. DOMAKYAAREH (MP3) JA (PRESIDING), JUSTICE
ALEX B. POKU-ACHEAMPONG AND JUSTICE S.K.A. ASIEDU JJA**

SUIT NO. H3/117/2022

**ABUSUAPANYIN KWAME KONADU YIADOM
SUBST. BY NANA OSEI BONSU : PLAINTIFF/APPELLANT/RESPONDENT**

VRS.

YAW ACHEAMPONG & ANOR. : DEFENDANTS/RESPONDENTS

AND

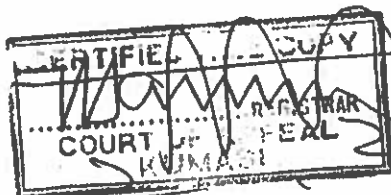
NANA AWUAH NIMFOUR II : APPLICANT/RESPONDENT/APPLICANT

Parties: Plaintiff/Appellant/Respondent absent; 1st Defendant/Respondent absent; 2nd not represented; Applicant/Respondent/Applicant present.

Counsel: Mujeeb Rahman Ahmed for Applicant/Respondent/Applicant with Ackah Himans, Gai Flavin, Benjamin Ntow and Joel Amoako.
Kwasi Afrifa for Plaintiff/Appellant/Respondent.

Before the court is a motion for an order to set aside the written submission by the Plaintiff/Appellant/Respondent filed on 1st February 2022 moved in terms of the motion paper and the supporting affidavit as well as its exhibits as well as the supplementary affidavit filed on 19-5-2022.

Counsel for Plaintiff/Appellant/Respondent submits that the application is an abuse of the court process because the Defendants/Respondents were served with the written submissions of the Appellant on 1st February 2022 and instead of filing their written submissions within 21 days, chose to come by this application after he had run out of time. Counsel also submitted that the application flouts the procedure in C.I. 19 with respect to the conduct of appeals.



BY COURT:

Rule 20(1) of C.I. 19 directs as follows:

“An appellant shall within three weeks of being notified in Form 6 set out in Part 1 of the Schedule, that the Record is ready, file with the Registrar, a written submission of his case based on the grounds of appeal as set out in the Notice of Appeal.” Exhibit NAN “3a” of the Affidavit in Support filed by Applicant/Respondent/Applicant testifies that Form 6 was served on the Plaintiff/Appellant/Respondent on 27-01-2022 on Nana Osei Bonsu the Plaintiff/Appellant/Respondent herein. We are therefore satisfied that the Plaintiff/Appellant/Respondent was within his right to file his written submission on 01-02-2022 as testified to by the same Exhibit NAN “3a”. The application is therefore refused. Counsel for the Plaintiff/Appellant/Respondent asked for cost of GH¢10,000.00. Counsel for the Applicant/Respondent/Applicant offered GH¢1,000.00.

BY COURT:

Costs assessed at GH¢2,000.00 in favour of the Plaintiff/Appellant/Respondent as against the Applicant/Respondent/Applicant.

(SGD)

A. M. DOMAKYAAREH (MRS) JA (PRESIDING)

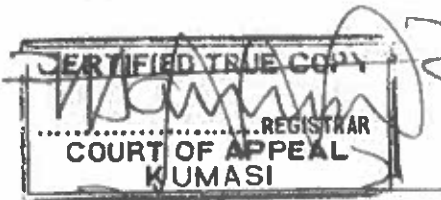
(JUSTICE OF APPEAL)

ALEX B. POKU-ACHEAMPONG

(JUSTICE OF APPEAL)

S.K.A. ASIËDU

(JUSTICE OF APPEAL)



24-05-2022.



THE ROYAL LINEAGE AND BIOLOGICAL DECENDANTS OF OTUMFUO OSEI KOFI TUTU I, THE BEARER OF THE GOLDEN STOOL NANA YAA ACHAMA TUTUWAA (enchanting wife of the king).

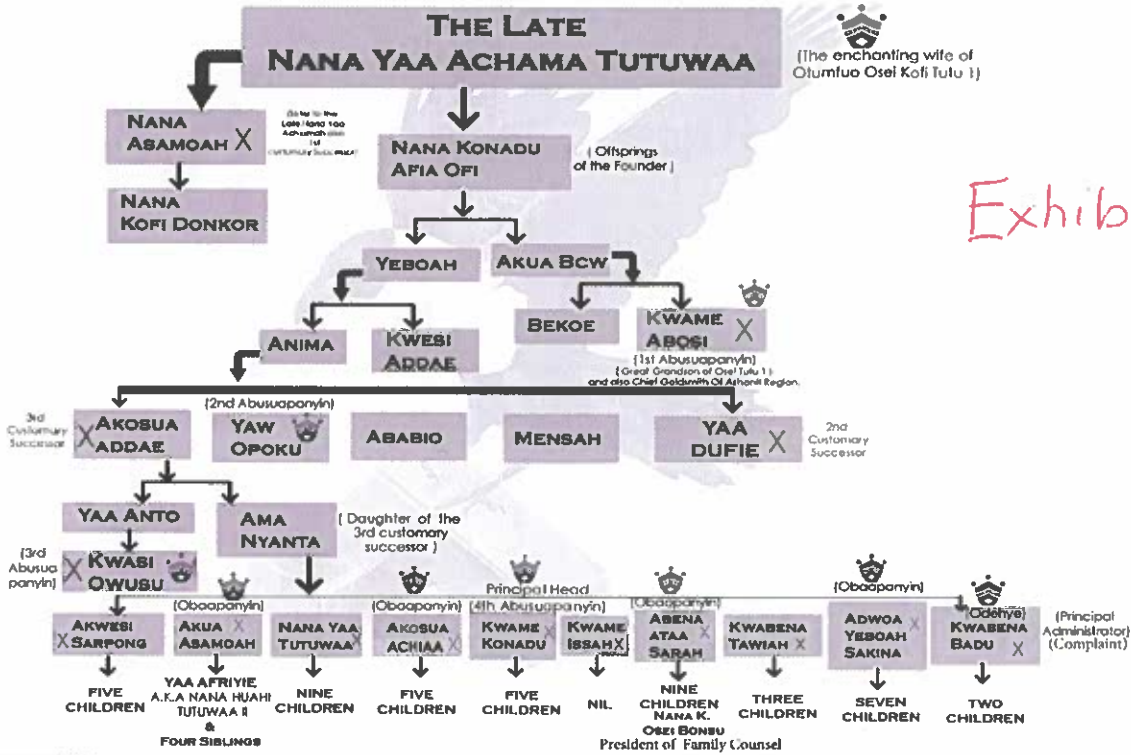


Exhibit 'F'

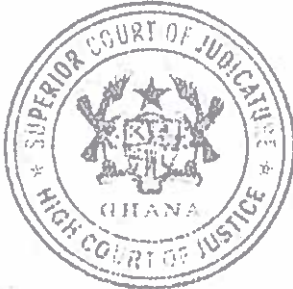
PRINCIPAL ELDERS OF THE HUAHI ACHAMA TUTUWAA ROYAL FAMILY

- ABUSUAPAYIN ODENEHO ODEHYE NANABA KWABENA BADU** (Head of Family) 6th Generation
- OBAAPAYIN NANAYAA POKUA** (5th Generation)
- OBAAPAYIN AKUA ASAMOAH** (6th Generation)
- OBAAPAYIN AKOSUA ACHIA A.K.A MARY DONKOR** (6th Generation)
- OBAAPAYIN ABENA ATAA A.K.A SARAH IBRAHIM BONSU** (6th Generation)
- OBAAPAYIN ADWOA YEBOAH A.K.A SAKINA DONKOR** (6th Generation)

- NANA KWESI OSEI BONSU** President of The Family Council (6th Generation)
- NANA KWAME BOATENG** (7th Generation)
- SAMUEL OPOKU** (7th Generation)
- BENJAMIN ABABIO** (7th Generation)
- ERICA KONADU ADUTWUMWAA** (7th Generation)
- AFIA YAMOAH** (7th Generation)

IN THE SUPERIOR COURT OF JUDICATURE
THE HIGH COURT OF JUSTICE
KUMASI/ASHANTI REGION

SUIT NO. C1/176/2021



[SGD.]
JUSTICE E. SENYO AMEDAHE
(JUSTICE OF THE HIGH COURT)

ODEHYIE NANABA KWABENA BADU
HEAD OF HUAHI ROYAL FAMILY
OF BENIMASE - BOADI
VS

**PLAINTIFF/
APPLICANT**

- 1. YAW AWUAH**
 - 2. GIDEON**
 - 3. KWAME AGYEMANG**
 - 4. AWUSI BOATENG**
- ALL OF BOADI KUMASI**

**DEFENDANTS/
RESPONDENTS**

ORDER FOR AN INTERLOCUTORY JUDGMENT

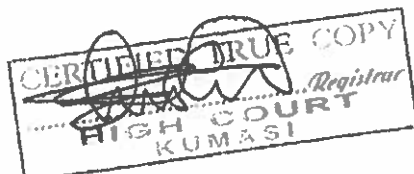
UPON READING the Affidavit of ABUSUAPANIN ODEHYIE NANABA KWABENA BADU of Plot 10 Block K, Benimase, Boadi, Kumasi, the Plaintiff/Applicant herein, sworn to and filed on the 29th day of May, 2021 in support of Motion Ex-parte for an Order for Interlocutory Judgment;

AND UPON HEARING FRANCIS KOFFIE, ESQ.,
Counsel for and on behalf of the Plaintiff/Applicant herein.

IT IS HEREBY ORDERED that, the Plaintiff will serve the judgment on the Defendants together with the Witness Statement and hearing notice. Cost of GHC1000.00 awarded.

The Order to serve the 2nd Defendant the Writ of Summons through Substituted Service is granted as prayed in paragraph 5 of the Affidavit in Support that processes should be posted on the following places;

1. 2nd Defendant's residence at Boadi near the BOADI Cemetery and
2. Notice Board at the Registry of the High Court, Kumasi.

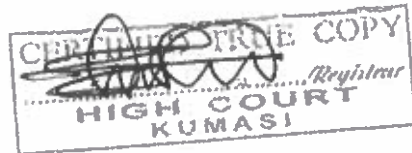


Posting shall be for twenty- one (21) days.

The suit is adjourned to 19th October, 2021.

GIVEN UNDER MY HAND AND THE
SEAL OF THE HIGH COURT IN KUMASI
THIS 6TH DAY OF JULY, 2021.

[SGD.]
JOSEPHINE EIHUREN
REGISTRAR





WRIT OF SUMMONS

(ORDER 2 RULE 3(1))

WRIT ISSUED FROM 5/5/21 2021

Suit NO C1170/21

In The High Court of Justice

KUMASI - AD 2021

BETWEEN

ODEHYIE NANABA KWABENA BADU --- PLAINTIFF
HEAD OF HUAHI ROYAL FAMILY
OF BENIMASE - BOADI
H/NO. PLOT 10 BLOCK K, BENIMASE - BOADI
KUMASI

VRS.

1. **YAW AWUAH**
 2. **GIDEON**
 3. **KWAME AGYEMANG**
 4. **AWUSI BOATENG**
- ALL OF BOADI - KUMASI**

--- DEFENDANTS



SEALED

REGISTRAR KUMASI

(PLAINTIFF WILL DIRECT SERVICE)

An Action having been commenced against you by the issue of this Writ by the above-named plaintiffs
ODEHYIE NANABA KWABENA BADU

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

1. **YAW AWUAH**
2. **GIDEON**
3. **KWAME AGYEMANG**
4. **AWUSI BOATENG**

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

1. **YAW AWUAH**
2. **GIDEON**
3. **KWAME AGYEMANG**
4. **AWUSI BOATENG**

ANIN YEBOAH
Chief Justice of Ghana, the

5th day of May 2021

N.B: This writ 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 lawyer at Form 5 the at Registry of the Court of issue of the writ at **HIGH 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 plaintiff if known (not P.O. Box number).*

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

HIGH COURT, KUMASI,

517878
517794
5/5/21

KUM - 180
FORM - 20
DSC - 10

2.15
CASH
FORM 1
TELEPHONE

8. Further to the immediately preceding paragraphs the Plaintiff says that the defendants have already dealt with various individuals concerning a zoned area on the layout called Radisco College (Industrial) Land, measuring approximately 27 acres and have begun processes to effectively possess and convey the land without the consent of the Plaintiff and/or the Huahi Royal Family.
9. Plaintiff says the Defendants actions are trespassory and unlawful but they have evinced an intention not to abate their unscrupulous activities on the land.
10. Plaintiff say the Defendants have been evasive in having contacts with the Plaintiff and have severally managed to escape arrest for their virtual criminal conduct on the land.
11. Wherefore the plaintiff claims against the Defendants jointly and severally all the reliefs indorsed on the writ of Summons viz;

Plaintiff claim against the Defendants jointly and severally are for;

- i. **Recovery of possession of all that Plots numbered 1,4,5,7,8 Block T Plots No. 18,22,23,26,27,30,32,34, 37 BLOCK QQ Buadi Kumasi.**
- ii. **Recovery of possession of that land zoned as Radisco Collage Land measuring approximately 27 acres on the Huahi Royal Family Land, Boadi.**
- iii. **Perpetual injunction restraining the Defendants herein and all persons claiming through them from dealing with the subject plots without the consent of the Plaintiff herein.**
- iv. **Any other order(s) as the justice of the case would require.**

DATED AT LAW CONCLAVE, KUMASI THIS 23RD DAY OF APRIL, 2021.

KOFFIE FRANCIS
12/05/2021
FRANCIS KOFFIE, ESQ.
SOLICITOR FOR THE PLAINTIFF
LIC NO. 11744/21
CHAMBER REG. EP00552/20

THE REGISTRAR
HIGH COURT
KUMASI

AND FOR SERVICE ON THE DEFENDANTS.

158 C-1

IN THE HIGH COURT OF JUSTICE
KUMASI – AD 2021.

SUIT NO. C1/176/2021

ODEHYIE NANABA KWABENA BADU --- PLAINTIFF
HEAD OF HUAHI ROYAL FAMILY
OF BENIMASE – BOADI
H/NO.

Handwritten notes:
29/10/21
10/2/21
W

PLOT 10 BLOCK K, BENIMASE – BOADI
KUMASI

VRS.

1. YAW AWUAH
2. GIDEON
3. KWAME AGYEMANG
4. AWUSI BOATENG
ALL OF BOADI – KUMASI --- DEFENDANTS

ENTRY OF JUDGMENT

DATED AND ENTERED THIS 6TH DAY OF JULY, 2021.

This matter having come on upon an application for interlocutory Judgment for before his Lordship Mr. Justice Senyo Amedahe and the said judge having granted the application.

It is hereby adjudged that the Plaintiff recover from the Defendants herein the following;

- i. Recovery of possession of all that plots numbered 1,4,5,7,8, Block T. Plots No. 18,22,23,26,27,30,32,34,37 Block QQ Buadi, Kumasi.
- ii. Recovery of possession of all that Land Zoned as Radisco College Land measuring approximately 27 acres on the Huahi Royal Family Land, Boadi.
- iii. Perpetual Injunction restraining the Defendants and all persons claiming through them from dealing with the subject plots/ land without the consent of the Plaintiff.
- iv. Cost of GH¢1000,00
- v. Plaintiff to file witness statements and prove this claim on 19th October, 2020.

DATED AT LAW CONCLAVE, KUMASI, THIS 12TH DAY OF JUNE, 2021.

Handwritten notes:
07/39.80
28/10/2021
-50

FRANCIS KOFFIE, ESQ.
SOLICITOR FOR THE PLAINTIFF
LIC NO. eASH 01744/21
CHAMBER REG: ePP00552/20

THE REGISTRAR
HIGH COURT
KUMASI

AND FOR SERVICE ON THE 1ST, 2ND AND 4TH DEFENDANTS.

Exhibit "H"

**IN THE SUPERIOR COURT OF JUDICATURE, IN THE HIGH COURT OF
JUSTICE HELD AT KUMASI ON FRIDAY THE 29TH DAY OF JANUARY,
2021 BEFORE HIS LORDSHIP MR. JUSTICE E. SENYO AMEDAHE**

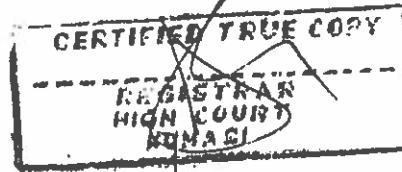
SUIT NO. C1/65/2020

ABUSUAPANIN KWAME KONADU YIADOM --- **PLAINTIFF/
SUING FOR AND ON BEHALF OF** **RESPONDENT**
**HUAHI ACHAMA TUTWAA ROYAL FAMILY
OF BOADI (H/NO. 14, BOADI)**

VS

1. YAW ACHEAMPONG
UNUMBERED HOUSE, PANKRONO
NEAR OLD METHODIST, ASHANTI-REGION

2. LANDS COMMISSION
(REGIONAL OFFICE, KUMASI)



DEFENDANTS

KWAME NKURUMAH UNIVERSITY OF --- **APPLICANT**
SCIENCE AND TECHNOLOGY (KNUST)

**PARTIES: NANA OSEI AKWASI BONSU REPRESENTS THE
PLAINTIFF/RESPONDENT**

**COUNSEL: DR. LAWYER NANA OPPONG FOR THE
PLAINTIFF/RESPONDENT PRESENT**

**KWABENA YEBOAH ASAMOAH JNR. AND NENE
AHUMO KORDA FOR THE APPLICANT PRESENT**

**MOTION ON NOTICE FOR AN ORDER TO JOIN KWAME NKURUMAH UNIVERSITY
OF SCIENCE AND TECHNOLOGY (KNUST) AS 3RD DEFENDANT**

By Court: The Application filed on 14th January, 2021 by the Applicant is
withdrawn as prayed.

[SGD.]

E. SENYO AMEDAHE
JUSTICE OF THE HIGH COURT

126
125

12-10-2020

IN THE HIGH COURT OF JUSTICE
KUMASI – ASHANTI

SUIT NO. C1/65/2020

ABUSUAPAYIN KWAME KONADU YIADOM
SUIING FOR AND ON BEHALF OF HUAHI ACHAMA
ROYAL FAMILY OF BOADI
H/NO. 14 BOADI

PLAINTIFF

VRS

1. YAW ACHEAMPONG
2. LANDS COMMISSION
ASHANTI REGION, KUMASI

DEFENDANTS



MOTION ON NOTICE FOR JOINDER

MOTION ON NOTICE by ISAAC BERKO ESQ., of counsel for and on behalf of the APPLICANT herein praying this Honourable Court for an **ORDER JOINING KWAME NKRUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY (KNUST)** as 3RD DEFENDANT in terms of the supporting affidavit.

AND FOR FURTHER ORDER(S) as this Honourable Court may deem fit to make in the circumstances.

COURT TO BE MOBED ON ~~Thursday~~ the 3rd day of ~~November~~ 2020 in the forenoon or so soon thereafter as Counsel can be heard.

DATED AT THE LEGAL DEPARTMENT OF KNUST KUMASI, THIS 29TH DAY OF OCTOBER, 2020.

CHAMBER'S REGISTRATION NO. eLD00064/20

THE REGISTRAR
HIGH COURT
KUMASI-ASHANTI

ISAAC BERKO ESQ.
COUNSEL FOR APPLICANT
KUMASI

LEGAL DEPARTMENT
KNUST
KUMASI

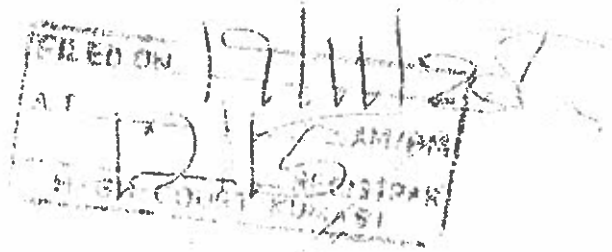
AND COPY FOR SERVICE ON:-

1234485
17/11/2020

THE PLAINTIFF HEREIN OR HIS COUNSEL, DR NANA OPPONG ESQ.,
KWAKU NTI LAW CONSULT, DIDA CHAMBERS, H/NO. MDN 603
AKOSOMBO JUNCTION, NEW ROAD, MADINA ACCRA

✓ 1ST DEFENDANT HEREIN OF HIS COUNSEL, NASHIRU YUSSIF ESQ,
FOSU GYEABOUR & CO., KYIDOM ROYAL CHAMBERS, H/NO. 5, 8TH
AVENUE WEST RIDGE, ACCRA.

• 2ND DEFENDANT HEREIN OR ITS COUNSEL, IRENE ATOBRA ESQ, LANDS
COMMISSION, KUMASI-ASHANTI.



**IN THE HIGH COURT OF JUSTICE
KUMASI-ASHANTI**

SUIT NO. C1/65/2020

**ABUSUAPAYIN KWAME KONADU YIADOM
SUIING FOR AND ON BEHALF OF HUAHI ACHAMA
ROYAL FAMILY OF BOADI
H/NO. 14 BOADI**

PLAINTIFF

VRS

**1. YAW ACHEAMPONG
2. LANDS COMMISSION
ASHANTI REGION, KUMASI**

DEFENDANTS

AFFIDAVIT IN SUPPORT

I, ANDREWS KWASI BOATENG of H/No. 14 Akroso Road, KNUST-Kumasi make oath and say as follows:

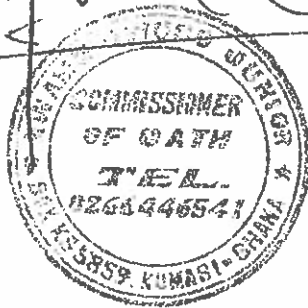
1. That I am the Registrar of the Applicant-Institution and Deponent herein.
2. That I have the consent of the Applicant-Institution to depose to this affidavit on its behalf since the facts deposed to are within my personal knowledge and by virtue of my position as the Chief Operating Officer of the Applicant-Institution.
3. That the Applicant-Institution's attention has been drawn to the instant action pertaining to the parcel of land in dispute at this Honourable Court.
4. That the Applicant-Institution is the bonafide LESSEE of a larger tract of land from the Government of the Republic of Ghana since 1968.
5. That I hereby attach a copy of the LEASE on the said larger parcel of land from the Government of the Republic of Ghana to the Applicant-Institution as EXHIBIT "AKB 1".
6. That the parcel of land which is being claimed by the Plaintiff in the instant suit falls within the larger tract of land granted to the Applicant-Institution by the Government of Ghana in the LEASE.

7. That in the circumstances I respectfully pray that the Applicant-Institution be joined to the instant action as 3rd DEFENDANT to enable it protect and defend its legitimate interest and also for the court to determine the real issues in controversy to its logical conclusion.
8. Wherefore I swear to this Affidavit in Support of this application.

SWORN TO AT KUMASI THIS)
17th DAY OF NOVEMBER 2020)
IN THE PRESENCE OF:) DEPONENT

BEFORE ME

COMMISSIONER FOR OATHS



C1

**IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
(LAND DIVISION)
KUMASI-AD 2020**

SUIT NO C1/65/20

ABUSUAPANYIN KWAME KONADU YIADOM
Suing For and on Behalf of
HUAHI ACHAMAA TUTUWAA ROYAL FAMILY
OF BOADI
(House No. 14, Boadi)

) Plaintiff
) **FILED ON** 14/11/2020
) AT 1.15
)
)
)

versus

YAW ACHEAMPONG

) 1st Defendant

(Unnumbered House, Pankrono,
Near Old Methodist, Ashanti Region)

)
)

LANDS COMMISSION
(Regional Office, Kumasi)

) 2nd Defendant
)

AFFIDAVIT OF PLAINTIFF IN OPPOSITION TO MOTION FOR JOINDER

I, Nana Osei Bonsu of House Number OB 14, Boadi, Ashanti, MAKE OATH AND SAY as follows:

1. That I am a principal member and the president of the Huahi Tutuwaa Achamaa Royal Family Council and as such, I have knowledge of the following.

2. That at the hearing of the motion Counsel for the Plaintiff will seek leave of the Court to refer to all processes filed herein.

3. That I have been advised by counsel for the Plaintiff Dr. Nana Oppong of the following and I believe same to be true. The applicant's motion is misguided and without any merit. In the first place, the honourable Court does not have jurisdiction to hear the present motion.

4. That the honourable Court has rendered judgement in the matter. The judgement has been perfected by being drawn up and entered. I have attached to this my affidavit as Exhibit NOB "1", a copy of the judgement of the honourable Court together with a copy of the entry of judgement.

5. That in the circumstances the legal principle captured in the following Latin phrase applies: "*hoc jure utimur ut judex qui semel vel pluris vel minoris condemnavit, amplius corrigere sententiam suam non posset; semel enim male vel bene officio functus est.*" The gist of Ulpian's words is: "[A] judge who has given judgment, either in a greater or a smaller amount, no longer has the capacity to correct the judgment because, for better or for worse, he will have discharged his duty once and for all."

6. That in addition, the applicant has failed to serve the Plaintiff with a copy of the motion as it is required under the rules of court. Counsel for the Plaintiff found out about the motion only recently and he decided to take appropriate action even though we have not been served. Service of a necessary party such as the Plaintiff is a prerequisite for clothing the honorable Court with jurisdiction to hear the matter. As the Plaintiff has not been served, the Honorable Court has no jurisdiction to hear the application.

7. That furthermore, the substantive case of the applicant is desperate and legally untenable. In the first place, the Plaintiff's case concerns and it is limited to lands at Boadi and owned by the Plaintiff for centuries. The Plaintiff has been in uninterrupted possession of the lands for at least two centuries and continuing. Both at law and as a matter of fact, the Plaintiff is and it is presumed to be the owner of the lands. The burden to prove otherwise is on the applicant.

8. That the applicant is a creature of statute. Its powers and rights are limited by statute and subject to the laws of Ghana. The applicant has no statutory right or lawful interest of any kind over the lands at Boadi. The ownership interest of the Plaintiff in the Boadi lands existed before the applicant was conceived and born. That right was never interrupted by any laws of

Ghana. There has never been any law made by the state that has compulsorily acquired the lands of the Plaintiff and paid any compensation for the use of such lands as required by the constitution of Ghana and even by the common law.

9. That furthermore, the mandate of the applicant in accordance with the law that established it, is limited to teaching and research. Any action concerning lands that is not reasonably necessary for teaching or research is an excess of jurisdiction and not a public purpose as it pertains to the applicant. Such an action is therefore, not lawful but null and void

10. That each of the best teaching and research institutions in the world such as Harvard, MIT, Yale, Standard, U of T, Oxford, Osgoode Hall and more, uses less than one tenth of the lands currently being used by the applicant separate and apart from the Boadi lands. The applicant does not need Boadi lands for any legitimate functions as defined by its enabling statutes.

11. That indeed, over the years since the establishment of the applicant the world of education and research has changed dramatically so that the ability of the applicant to carry out its mandate is no longer based on the amount of land it occupies but on the amount of digital and intellectual space it creates, controls and manages. It is not physicality of the applicant's space that enables it to fulfil its mandate as a teaching and research institution but the digitality and its intellectual spaces. Thus, the applicant does not need Boadi lands which are miles and miles away from the lands currently being occupied and underutilized by the applicant.

12. That furthermore, assuming for the sake of argument only it was stated that the State had lawfully acquired portions of the Boadi lands and paid appropriate compensation for same to the Plaintiff family which is not admitted but expressly denied, the applicant has no right to those same lands for the following reasons. The lands in question are bare and they have not been developed. They have been in peaceful and uninterrupted possession of the Plaintiff at all material times. This failure to interrupt the Plaintiff's possession or to develop alone is evidence against the claims of the applicant and does establish that the lands are not needed for the purposes for which the applicant was set up decades ago. Pursuant to the Constitution, lands compulsorily seized by the State for a state institution that are not required for the legally stated purposes of that institution revert to the pre-acquisition owners especially in a

situation where the state has failed to comply with the law and has failed to pay appropriate compensation to the pre-acquisition owners.

13. That there is a significant distance between lands used and occupied by the applicant and the lands at Boadi which remain undeveloped and in possession of the Plaintiff. Thus, even if the for the sake of argument only it was stated that lands at Boadi were said to have been granted to the applicant for the sake of argument only, the Plaintiff family pleads and relies upon adverse possession, laches, acquiescence, and reversionary interests against the applicant.

14. That the State has never had any lawful interest or right in the lands of the Plaintiff for which it could have granted to the applicant. The applicant has no lands at Boadi and it would be just to dismiss the application.

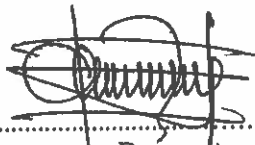
13. I therefore, pray in opposition to the motion.

by the said Nana Osei Bonsu

At the High Court, Kumasi
On this 14th day of January, 2021
Before me

Commissioner of Oaths

CHARLES BENJETH CAMPSON
COMMISSIONER OF OATHS
P. O. BOX KJ 538
KUMASI


.....
Deponent

NO COPY TO SERVICE ON
1ST DEFENDANT - YAW ACHERAN
2ND DEFENDANT LANDS COMMISSION
3RD DEFENDANT - KNUST - Isaac Berko-Boy

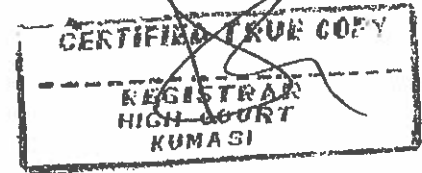
FILED ON 17/11/2020
AT 12:11 PM
REGISTRAR
HIGH COURT KUMASI

IN THE HIGH COURT OF JUSTICE
KUMASI-ASHANTI

SUIT NO. C1/65/2020

ABUSUAPAYIN KWAME KONADU YIADOM
SUIING FOR AND ON BEHALF OF HUAHI ACHAMA
ROYAL FAMILY OF BOADI
H/NO. 14 BOADI

PLAINTIFF



VRS

1. YAW ACHEAMPONG
2. LANDS COMMISSION
ASHANTI REGION, KUMASI

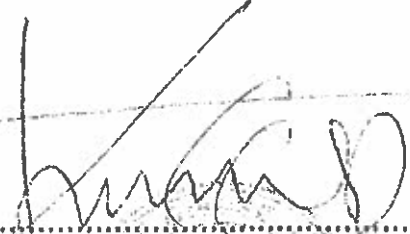

DEFENDANTS

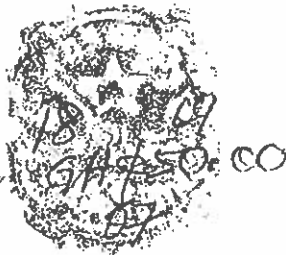
CERTIFICATE OF IDENTIFICATION OF EXHIBITS

I, KWAME OWUSU JUNIOR Commissioner for Oaths, and before whom the Affidavit in Support is sworn by the Deponent herein hereby certify that I have identified the documents annexed and/or attached to the said Affidavit as:

- a. EXHIBIT 'AKB 1' - COPY OF LEASE

DATED AT THE LEGAL DEPARTMENT, KNUST, KUMASI THIS 17th DAY OF NOVEMBER, 2020


.....
COMMISSIONER FOR OATHS




REPUBLIC OF GHANA

LB/ASR/2199/2007
REGISTRATION DIV.
KUMASI

This Lease made the ... 16th ... day of ... MAY ... 2007 ...

Between THE GOVERNMENT OF THE REPUBLIC OF GHANA (hereinafter called 'The Government' which expression shall where the context so admits or requires include its successors in office and its duly authorized officers and servants) acting by KWAME AGYAPONG BOAFO, CHAIRMAN OF THE ASHANTI REGIONAL LANDS COMMISSION of the one part and KWAME NKURUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY a body corporate established under an Act of Parliament and whose postal address is Private Mail Bag, University Post Office, Kumasi in the Ashanti Region of the Republic of Ghana (hereinafter called 'the Lessee' which expression shall where the context so admits or requires include the personal representatives, customary successors and the assigns of the Lessee) of the other part.

WHEREAS by a lease dated 24th May 1968 (hereinafter referred to as "the old lease") made between the Government of the Republic of Ghana and the University of Science and Technology now known as the Kwame Nkrumah University of Science and Technology the parcel of land described in the schedule 'A' attached hereto (and hereinafter referred to as "the demised premises") was demised unto the lessee for a term of 60 years from the 1st of April 1956 to the 31st of March 2010 which lease was plotted at the Lands Commission Kumasi as Document No. ASH 55/04/07 under Property No. A 1860.

AND WHEREAS the Ashanti Regional Lands Commission has approved the surrender by the lessee of the unexpired term of the old lease for the grant of a lease for a longer term of years.

AND WHEREAS the lessee has agreed with the Government to surrender the old lease and take the longer term lease aforesaid.

THIS LEASE WITNESSES that in furtherance of the said agreement reached between the parties herein and in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the Lessee to be observed and performed the Government hereby demises unto the lessee ALL THAT piece or parcel of

K 3686

CERTIFIED TRUE COPY
LAND REGISTRATION DIV.
KUMASI

land known as *Kumasi Site for Kwame Nkrumah University of Science and Technology* situate between *Bomso, Ayigya, Kantinkronu, Anwomaso, Ayeduase, Kyirapatre, Ahinsan, Behre and Fumesua* suburbs of the city of Kumasi in the Ashanti Region of the Republic of Ghana the boundaries of which are provided in the schedule 'A' attached hereto TO HOLD unto the Lessee for a term of 50 years from the 1st day of March 2003 PAYING therefor unto the Government a yearly rent of *Fourteen million two hundred thousand cedis (¢14,200,000.00)* payable yearly in advance on the 1st day of January every year the payment for the period from 1st March 2003 to 31st December 2007 having been made on or before the execution hereof PROVIDED THAT the rent hereby reserved shall be subject to revision after every 7th year of the term.

1. The Lessee for itself and its assigns and to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Government as follows:-
 - (a) To pay the said rent at the times and in the manner aforesaid without any deduction whatsoever whether formally demanded or not.
 - (b) To pay interest on all rent arrears at the prevailing bank rate.
 - (c) To bear pay and discharge all existing and future rates charges taxes duties assessments impositions and outgoings whatsoever imposed upon the demised premises or upon any building or buildings thereon or imposed upon or payable by the occupier in respect thereof but in the event of the Government at any time hereafter by virtue of any Statute Judgement or otherwise being or becoming liable or responsible for the payment of all or any part of such rates taxes charges duties assessments impositions and outgoings as aforesaid or a contribution or other payment in lieu thereof then and in every such case the Lessee will pay to the Government on demand all moneys paid by the Government as rent in arrears.
 - (d) To maintain at all times on the demised premises a University campus consisting of the appropriate educational buildings and facilities of their several kinds and to develop any future buildings in conformity in every respect with plans elevations sections and specifications previously approved in writing by or on behalf of the Regional Lands Commission and not to alter the structure of or add to the said buildings or erect any other building or structure or carry out any works of whatsoever nature without first obtaining the like approval.

- (e) Not to use or permit the use of the demised premises or any building or buildings thereon otherwise than for **Educational and Ancillary purposes only**.
- (f) To keep the demised premises together with all buildings thereon and all additions thereto and the walls fences vaults roads drains compound and appurtenances thereof clean and in good and substantial state of repair and condition.
- (g) To connect if so required by the Government the building or buildings erected upon the demised premises with the nearest water and electricity supply main and with the sewer where such exists or may eventually be installed.
- (h) Not to do or permit to be done upon the demised premises any act or thing which shall be or may become a nuisance damage annoyance or inconvenience to the Government or to the occupiers of any of the adjoining or neighbouring buildings or to the neighbourhood.
- (i) Not to encroach or trespass unto any other land in the area and in particular not to do or suffer to be done upon the road reservation or the land adjoining the demised premises any act or thing which shall block obstruct or prevent the use of any part of the said road reservation or adjoining land.
- (j) Not without the previous consent in writing of the Government to charge or mortgage at law or in equity assign underlet or part with the possession of the demised premises or any part thereof or any building or buildings thereon or any interest therein and to pay consent fee when such consent is granted.
- (k) To permit the Government and its agents at any reasonable time to enter upon the demised premises for the purpose of constructing laying down altering cleansing emptying or maintaining any sewers watercourses cesspools gutters drains water pipes telephone wires or electric wires which the Government may consider necessary either for the accommodation of any adjoining property or for any other purpose whatsoever doing as little damage as may be to the demised premises and restoring the surface of the soil and everything erected thereon without any unreasonable delay but without making compensation for any damage or inconvenience to the Lessee.
- (l) To permit the Government and its agents at any reasonable time to enter upon the demised premises and any building or buildings thereon and examine the state of repair and condition thereof and to repair and make good within a reasonable time all defects

for which the Lessee is responsible hereunder and of which notice in writing shall have been given by the Government to the Lessee or its agents.

(m) To keep the building or buildings upon the demised premises insured against fire with a reputable Insurance Company in the joint names of the parties hereto in the full value thereof and whenever required to produce to the Government the policy of insurance and the receipt for the current year's premium and to cause all moneys received by virtue of such insurance to be forthwith laid out in rebuilding and reinstating the premises and to make up any deficiency out of the Lessee's own moneys and in case the lessee shall make default in keeping such building or buildings so insured as aforesaid the Government may do all things necessary to effect and maintain such insurance and all moneys expended by the Government for that purpose shall be repayable by the Lessee on demand and may be recovered as rent in arrear.

(n) At the expiration or sooner determination of the term hereby created quietly to yield up the demised premises together with the building or buildings thereon in such state of repair and condition as shall be in accordance with the covenants hereinbefore mentioned without any claim for compensation whatsoever.

PROVIDED ALWAYS and it is expressly agreed that:-

- (a) The subsidized rent hereby reserved and payable from the commencement of the lease shall cease to be payable and a full economic rent shall be payable if the Lessee shall mortgage charge assign sub-demise or part with possession of the said demised premises or any part thereof without the written consent and approval of the lessor.
- (b) If the yearly rent hereby reserved or any part thereof shall be in arrears for three calendar months whether formally demanded or not or if the Lessee shall become bankrupt or shall file any petition under the Insolvency Laws of Ghana or elsewhere or compound with his creditors or suffer any execution to be levied on his effects within the territory of Ghana or if any assign being a Corporation shall enter into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction) or if any covenant on the Lessee's part shall not be duly performed and observed it shall be lawful for the Government to re-enter upon the said demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of

action of the Government in respect of any antecedent breach of any of the Lessee's covenants herein contained.

- (c) If any part of the demised land falling within the road reservation line is required by Government for road widening or other public purposes the Government shall have the right upon giving reasonable prior notice in writing to re-enter upon such land which shall thenceforward cease to form part of the demised land without paying compensation but subject to the appropriate re-consideration of the rent to be thenceforward payable in respect of the remaining land hereby demised and subject to the Government carrying out such accommodation works as it considers necessary without cost to the occupiers.
- (d) Nothing contained in this Lease shall be construed to dispense with the necessity of applying for and obtaining every such permit and authority as may be required by the Lessee in connection with any works or activities of whatsoever nature proposed to be carried out on the land hereby demised.

SCHEDULE 'A'

The demised premises comprise two parcels of land the First of which is herein referred to as Site 'A' and the boundary whereof commences at a pillar marked GCG.A. 29/49/1 which pillar is on the Southern side of the motor road from Kumasi to Accra and is 50.2 feet on a bearing of 75° 28' – which bearing together with all further bearings hereinafter mentioned is referred to the Meridian of 1° West Longitude – from a pillar marked K.T.B. 2^A runs on a bearing of 126° 58' for 728.0 feet to a pillar marked GCG.A. 29/49/133 and thence on a bearing of 148° 42' for 237.9 feet to a pillar marked GCG.A. 29/49/132 and thence on a bearing of 149° 15' for 757.9 feet to a pillar marked GCG.A. 29/49/131 and thence on a bearing of 53° 09' for 648.6 feet to a pillar marked GCG.A. 29/49/130 and thence on a bearing of 53° 00' for 893.2 feet to a pillar marked GCG.A. 29/49/129 and thence on a bearing of 53° 41' for 510.4 feet to a pillar marked GCG.A. 29/49/128 and thence on a bearing of 53° 03' for 229.6 feet to a pillar marked GCG.A. 29/49/127 and thence on a bearing of 52° 29' for 609.3 feet to a pillar marked GCG.A. 29/49/126 and thence on a bearing of 52° 23' for 440.8 feet to a pillar marked GCG.A. 29/49/125 and thence on a bearing of 52° 13' for 413.0 feet to a pillar marked GCG.A.

29/49/123 and thence on a bearing of $126^{\circ} 29'$ for 342.6 feet to a pillar marked GCG.A.
29/49/122 and thence on a bearing of $130^{\circ} 21'$ for 176.4 feet to a pillar marked GCG.A.
29/49/121 and thence on a bearing of $136^{\circ} 17'$ for 377.6 feet to a pillar marked GCG.A.
29/49/120 and thence on a bearing of $155^{\circ} 04'$ for 716.1 feet to a pillar marked GCG.A.
19/49/119 and thence on a bearing of $156^{\circ} 26'$ for 169.8 feet to a pillar marked GCG.A.
29/118 and thence on a bearing of $156^{\circ} 03'$ for 468.7 feet to a pillar marked GCG.A.
29.49/117 and thence on a bearing of $154^{\circ} 54'$ for 837.0 feet to a pillar marked GCG.A.
29/49/115 and thence on a bearing of $155^{\circ} 32'$ for 512.1 feet to a pillar marked GCG.A.
29/49/114 and thence on a bearing of $225^{\circ} 28'$ for 590.4 feet to a pillar marked GCG.A.
29/49/113 and thence on a bearing of $225^{\circ} 37'$ for 670.8 feet to a pillar marked GCG.A.
29/49/112 and thence on a bearing of $225^{\circ} 27'$ for 361.8 feet to a pillar marked GCG.A.
29/49/111 and thence on a bearing of $234^{\circ} 04'$ for 249.3 feet to a pillar marked GCG.A.
29/49 110 and thence on a bearing of $222^{\circ} 11'$ for 229.4 feet to a pillar marked GCG.A.
29/49/109 and thence on a bearing of $233^{\circ} 42'$ for 436.0 feet to a pillar marked GCG.A.
29/49/108 and thence on a bearing of $201^{\circ} 31'$ for 351.1 feet to a pillar marked GCG.A.
29/49/107 and thence on a bearing of $253^{\circ} 05'$ for 374.1 feet to a pillar marked GCG.A.
29/49/106 and thence on a bearing of $265^{\circ} 05'$ for 379.6 feet to a pillar marked GCG.A.
29/49/105 and thence on a bearing of $250^{\circ} 21'$ for 87.2 feet to a pillar marked GCG.A.
29/49/104 and thence on a bearing of $269^{\circ} 43'$ for 82.8 feet to a pillar marked GCG.A.
29/49/103 and thence on a bearing of $250^{\circ} 42'$ for 157.4 feet to a pillar marked GCG.A.
29/49/102 and thence on a bearing of $264^{\circ} 39'$ for 321.2 feet to a pillar marked GCG.A.
29/49/101 and thence on a bearing of $265^{\circ} 28'$ for 215.0 feet to a pillar marked GCG.A.
29/49/100 and thence on a bearing of $265^{\circ} 22'$ for 418.8 feet to a pillar marked GCG.A.
29/49/99 and thence on a bearing of $265^{\circ} 21'$ for 341.0 feet to a pillar marked GCG.A.
29/49/98 and thence on a bearing of $265^{\circ} 20'$ for 588.6 feet to a pillar marked GCG.A.
29/49/97 and thence on a bearing of $265^{\circ} 19'$ for 1202.3 feet passing through a pillar
marked GCG.A. 29/49/96 to a pillar marked GCG.A. 29/49/95 and thence on a bearing
of $265^{\circ} 15'$ for 793.9 feet to a pillar marked GCG.A. 29/49/94 and thence on a bearing of
 $265^{\circ} 14'$ for 699.2 feet to a pillar marked GCG.A. 29/49/93 and thence on a bearing of
 $265^{\circ} 15'$ for 800.3 feet to a pillar marked GCG.A. 29/49/92 and thence on a bearing of
 $265^{\circ} 17'$ for 1317.5 feet to a pillar marked GCG.A. 29/49/91 and thence on a bearing of

273⁰ 49' for 304.9 feet to a pillar marked GCG.A. 29/49/90 and thence on a bearing of 2740⁰ 27' for 653.5 feet to a marked GCG.A. 29/49/89 and thence on a bearing of 257⁰ 45' for 995.7 feet passing through a pillar marked GCG.A. 29/49/88 to a pillar marked GCG.A. 29/49/87 and thence on a bearing of 167⁰ 43' for 699.2 feet to a pillar marked GCG.A. 29/49/86 and thence on a bearing of 167⁰ 42' for 299.5 feet to a pillar marked GCG.A. 29/49/56 which pillar is on the North side of the road from Kumasi to Ayeduasi and thence on a bearing of 179⁰ 29' for 179.8 feet to a pillar marked GCG.A. 29/49/85 and thence on a bearing of 179⁰ 27' for 1028.2 feet passing through a pillar marked GCG.A. 29/49/84 to a pillar marked GCG.A. 29/49/83 and thence on a bearing of 179⁰ 29' for 502.2 feet to a pillar marked GCG.A. 29/49/82 and thence on a bearing of 179⁰ 18' for 345.3 feet to a pillar marked GCG.A. 29/49/81 and thence on a bearing of 178⁰ 17' for 119.1 feet to a pillar marked GCG.A. 29/49/80 and thence on a bearing of 177⁰ 20' for 177.0 feet to a pillar marked GCG.A. 29/49/79 and thence on a bearing of 177⁰ 52' for 894.5 feet passing through a pillar marked GCG.A. 29/49/78 to a pillar marked GCG.A. 29/49/77 and thence on a bearing 177⁰ 49' for 516.2 feet to a pillar marked GCG.A. 29/49/77 and thence on a bearing 177⁰ 49' for 516.2 feet to a pillar marked GCG.A. 29/49/76 and thence on a bearing of 178⁰ 13' for 430.4 feet to a pillar marked GCG.A. 29/49/75 and thence on a bearing of 178⁰ 08' for 725.7 feet to a pillar marked GCG.A. 29/49/74 and thence on a bearing of 171⁰ 26' for 93.7 feet to a pillar marked GCG.A. 29/49/74 and thence on a bearing of 183⁰ 08' for 100.8 feet to a pillar marked GCG.A. 29/49/73 and thence on a bearing of 284⁰ 42' for 342.4 feet to a pillar marked GCG.A. 29/49/72 and thence on a bearing of 284⁰ 43' for 423.0 feet to a pillar marked GCG.A. 29/49/71 and thence on a bearing of 284⁰ 41' for 49.8 feet to a pillar marked GCG.A. 29/49/70 and thence on a bearing of 284⁰ 42' for 433.5 feet to a pillar marked GCG.A. 29/49/69 and thence on a bearing of 286⁰ 37' for 320.0 feet to a pillar marked GCG.A. 29/49/68 and thence on a bearing of 283⁰ 57' for 266.7 feet to a pillar marked GCG.A. 29/49/67 and thence on a bearing of 283⁰ 56' for 471.5 feet to a pillar marked GCG.A. 29/49/66 and thence on a bearing of 244⁰ 05' for 185.5 feet to a pillar marked GCG.A. 29/49/65 and thence on a bearing of 244⁰ 04' for 232.6 feet to a pillar marked GCG.A. 29/49/64 and thence on a bearing of 244⁰ 05' for 381.1 feet to a pillar marked GCG.A. 29/49/63 and thence on a bearing of 283⁰ 57' for 1024.7 feet passing through a

pillar marked GCG.A. 29/49/62 to a pillar marked GCG.A. 29/49/61 and thence on a bearing of $283^{\circ} 55'$ for 1476.2 passing through pillars marked GCG.A. 29/49/60 and GCG.A. 29/49/59 to a pillar marked GCG.A. 29/49/ 58A and thence on a bearing of $304^{\circ} 55'$ for 765.5 feet passing through a pillar marked GCG.A 29/49/57A to a pillar marked GCG.A. 29/49/56A and thence on a bearing of $304^{\circ} 54'$ for 1668.6 feet passing through pillars marked GCG.A. 29/4/55 and GCG.A. 29/49/54 to a pillar marked GCG.A. 29/49/53 and thence on a bearing of $304^{\circ} 55'$ for 118.1 feet to a pillar marked GCG.A. 29/49/52 and thence on a bearing of $304^{\circ} 57'$ for 2053.3 feet passing through pillars marked GCG.A. 29/49/51 GCG.A. 29/49/50 and GCG.A. 29/49/49 to a pillar marked GCG.A. 29/49/48 and thence on a bearing of $304^{\circ} 56'$ for 139.6 feet to a pillar marked GCG.A. 29/49/47 and thence on a bearing of $304^{\circ} 57'$ for 253.4 feet to a pillar marked GCG.A. 29/49/46 and thence on a bearing of $28^{\circ} 16'$ for 134.5 feet to a pillar marked GCG.A. 29/49/45 and thence on a bearing of $9^{\circ} 22'$ for 142.3 feet to a pillar marked GCG.A. 29/49/44 and thence on a bearing of $18^{\circ} 33'$ for 2724.0 feet passing through pillars marked GCG.A. 29/49/43 and GCG.A. 29/49/42 to a pillar marked GCG.A. 29/49/41 and thence on a bearing of $18^{\circ} 32'$ for 334.2 feet to a pillar marked GCG.A. 29/49/40 and thence on a bearing of $18^{\circ} 33'$ for 185.9 feet to a pillar marked GCG.A. 29/49/39 and thence on a bearing of $80^{\circ} 59'$ for 180.2 feet to a pillar marked GCG.A. 29/49/38 and thence on a bearing of $80^{\circ} 58'$ for 1131.9 feet passing through pillars marked GCG.A. 29/49/37 and thence on a bearing of $80^{\circ} 59'$ for 1131.9 feet passing through pillars marked GCG.A. 29/49/36 and GCG.A. 29/49/35 to a pillar marked GCG.A. 29/49/33 and thence on a bearing of $80^{\circ} 59'$ for 191.4 feet to a pillar marked GCG.A. 29/49/32 and thence on a bearing of $81^{\circ} 00'$ for 532.0 feet passing through a pillar marked GCG.A. 29/49/31 to a pillar marked GCG.A. 29/49/30 and thence on a bearing of $80^{\circ} 58'$ for 899.1 feet passing through a pillar marked GCG.A 29/49/29 to a pillar marked GCG.A. 29/49/28 which pillar is on the Northern side of the road from Kumasi to Ayeduasi and thence on a bearing of $32^{\circ} 36'$ for 557.4 feet to a marked GCG.A. 29/49/27 and thence on a bearing of $32^{\circ} 42'$ for 962.9 feet to a pillar marked GCG.A. 29/49/26 and thence on a bearing of $32^{\circ} 49'$ for 332.0 feet to a pillar marked GCG.A. 29/49/25 which pillar is on the Southern boundary of the Kumasi to Accra Road and thence follows the said Southern boundary of the Kumasi – Accra road firstly on a

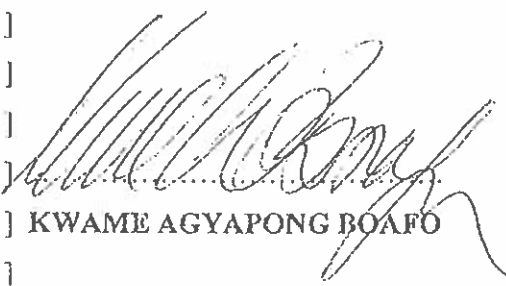
bearing of $94^{\circ} 35'$ for 1004.0 feet to a pillar marked GCG.A. 11/38/44 and then along a circular arc of 1950.2 feet radius for 679.2 feet to a pillar marked GCG.A. 11/38/47 which pillar is 675.9 feet on a bearing of $84^{\circ} 36'$ from the aforesaid pillar marked GCG.A. 11/38/44 and thence runs on a bearing of $35^{\circ} 00'$ for 1155.1 feet to a pillar marked GCG.A. 29/49/23 and thence on a bearing of $41^{\circ} 55'$ for 170.9 feet to a pillar marked GCG.A. 29/49/22 and thence on a bearing of $66^{\circ} 35'$ for 139.1 feet to a pillar marked GCG.A. 29/49/20 and thence on a bearing of $82^{\circ} 39'$ for 178.3 feet to a pillar marked GCG.A. 29/49/19 and thence on a bearing of $69^{\circ} 55'$ for 202.6 feet to a pillar marked GCG.A. 29/49/18 and thence on a bearing of $53^{\circ} 37'$ for 386.2 feet to a pillar marked GCG.A. 29/49/17 and thence on a bearing of $85^{\circ} 39'$ for 231.7 feet to a pillar marked GCG.A. 29/49/16 and thence on a bearing of $116^{\circ} 56'$ for 222.0 feet to a pillar marked GCG.A. 29/49/15 and thence on a bearing of $108^{\circ} 32'$ for 234.8 feet to a pillar marked GCG.A. 29/49/14 and thence on a bearing of $113^{\circ} 35'$ for 229.8 feet to a pillar marked GCG.A. 29/49/13 and thence on a bearing of $119^{\circ} 24'$ for 655.0 feet to a pillar marked GCG.A. 29/49/12 and thence on a bearing of $93^{\circ} 20'$ for 219.4 feet to a pillar marked GCG.A. 29/49/11 and thence on a bearing of $82^{\circ} 09'$ for 203.5 feet to a pillar marked GCG.A. 29/49/10 and thence on a bearing of $78^{\circ} 45'$ for 274.8 feet to a pillar marked GCG.A. 11/38/BP. 49 and thence on a bearing of $81^{\circ} 17'$ for 158.3 feet to a pillar marked GCG.A. 29/49/9 and thence on a bearing of $79^{\circ} 09'$ for 109.8 feet to a pillar marked GCG.A. 29/49/7 and thence on a bearing of $53^{\circ} 53'$ for 352.0 feet to a pillar marked GCG.A. 29/49/6 and thence on a bearing of $49^{\circ} 20'$ for 354.8 feet to a pillar marked GCG.A. 29/49/5 and thence on a bearing of $41^{\circ} 08'$ for 128.2 feet to a pillar marked GCG.A. 29/49/4 and thence on a bearing of $177^{\circ} 46'$ for 359.1 feet to a pillar marked GCG.A. 29/49/3 and thence on a bearing of $177^{\circ} 46'$ for 103.0 feet to peg G.6 and thence on a bearing of $74^{\circ} 46'$ for 1489.5 feet to a pillar marked GCG.A. 29/49/2A and thence on a bearing of $74^{\circ} 47'$ for 390.4 feet to a pillar marked GCG.A. 29/49/2 and thence on a bearing of $73^{\circ} 27'$ for 387.8 feet to the point of commencement thus enclosing an area of 2562.814 acres be the same several dimensions little more or less as the same premises are more particularly delineated and shown edged pink on the Plan Numbered LDA 1422/K 3686 attached hereto -----

The second parcel of land is herein referred to as Site 'B' the boundary whereof commences at a pillar marked GCG.A. 39/30/6 which pillar marks the most southerly corner of Fumesa Railway Station Site and is 377.8 feet on a bearing of $148^{\circ} 58'$ which bearing together with all further bearings hereinafter mentioned is referred to the Meridian of 1° West Longitude – from a pillar marked GCGA 39/30/1 which pillar is on the Eastern side of the Kumasi – Accra Railway Line runs on a bearing of $22^{\circ} 48'$ for 2015.0 feet to a pillar marked GCG.A. 39/30 and thence on a bearing of $291^{\circ} 52'$ for 76.3 feet to a pillar marked GCG.A. 39/30/4 and thence on a bearing of $99^{\circ} 11'$ for 499.2 feet to a pillar marked GCG.A. 29/49/170 and thence on a bearing of $99^{\circ} 10'$ for 499.7 feet to a pillar marked GCG.A. 29/49/171 and thence on a bearing of $99^{\circ} 11'$ for 595.2 feet to a pillar marked GCG.A. 29/49/172 and thence follows a circular arc of 1490.8 feet radius for 436.9 feet to a pillar marked GCG.A. 29/49/173 which pillar is 435.3 feet on a bearing of $90^{\circ} 46'$ from the aforesaid pillar marked GCG.A. 29/49/172 and thence on a bearing of $82^{\circ} 23'$ for 203.6 feet to a pillar marked GCG.A. 29/49/174 and thence follows a circular arc of 722.2 feet radius for 667.9 feet to a pillar marked GCG.A. 49/175 which pillar is 644.4 feet on a bearing of $108^{\circ} 53'$ from the aforesaid pillar marked GCG.A. 29/49/174 and thence on a bearing of $135^{\circ} 23'$ for 228.8 feet to a pillar marked GCG.A. 29/49/176 and thence follows a circular arc of 980.4 feet radius for 690.0 feet to a pillar marked GCG.A. 29/49/177 which pillar is 675.8 feet on a bearing of $95^{\circ} 03'$ for 1258.5 feet passing through pillars marked GCG.A. 29/49/178 GCG.A. 29/49/179 to a pillar marked GCG.A. 29/49/180 and thence follows a circular area of 1685.0 feet radius for 747.6 feet to a pillar marked GCG.A. 29/49/181 which pillar is 741.5 feet on a bearing of $107^{\circ} 46'$ from the aforesaid pillar marked GCG.A. 29/49/180 and thence on a bearing of $120^{\circ} 28'$ for 421.6 feet to a pillar marked GCG.A. 29/49/182 and thence follows a circular arc of 2159.8 feet radius for 1013.6 feet to a pillar marked GCG.A. 29/49/163 which pillar is 1004.3 feet on a bearing of $133^{\circ} 55'$ from the aforesaid pillar marked GCG.A. 29/49/182 and thence on a bearing of $177^{\circ} 47'$ for 4863.6 feet passing through pillars marked GCG.A. 29/49/162 GCG.A. 29/49/11 and GCG.A. 29/49/160 to a pillar marked GCG.A. 29/49/159 and thence on a bearing of $177^{\circ} 42'$ for 1070.6 feet to a pillar marked GCG.A. 29/49/159 and thence on a bearing of $177^{\circ} 42'$ for 1070.6 feet to a pillar marked GCG.A. 29/49/158 and thence on a bearing of $177^{\circ} 45'$ for 670.5 feet to a pillar

marked GCG.A. 29/49/157 and thence on a bearing of $177^{\circ} 43'$ for 784.0 feet to a pillar marked GCG.A. 29/49/156 and thence on a bearing of $280^{\circ} 43'$ for 951.1 feet to a pillar marked GCG.A. 29/49/155 and thence on a bearing of $280^{\circ} 42'$ for 3756.2 feet passing through pillars marked GCG.A. 29/49/154 GCG.A. 29/49/153 GCG.A. 29/49/152 and GCG.A. 29/49/151 to a pillar marked GCG.A. 29/49/150 and thence on a bearing of $348^{\circ} 37'$ for 436.2 feet to a pillar marked GCG.A. 29/49/149 and thence on a bearing of $346^{\circ} 02'$ for 607.0 feet to a pillar marked GCG.A. 29/49/148 and thence on a bearing of $346^{\circ} 02'$ for 822.9 feet to a pillar marked GCG.A. 29/49/147 and thence on a bearing of $304^{\circ} 54'$ for 889.0 feet to a pillar marked GCG.A. 29/49/146 and thence on a bearing of $273^{\circ} 47'$ for 783.5 feet to a pillar marked GCG.A. 29/49/145 and thence on a bearing of $294^{\circ} 05'$ for 352.5 feet to a pillar marked GCG.A. 29/49/144 and thence on a bearing of $302^{\circ} 38'$ for 532.2 feet to a pillar marked GCG.A. 29/49/143 and thence on a bearing of $294^{\circ} 29'$ for 741.4 feet to a pillar marked GCG.A. 29/49/142 and thence on a bearing of $307^{\circ} 06'$ for 670.8 feet to a pillar marked GCG.A. 29/49/141 and thence on a bearing of $307^{\circ} 16'$ for 351.4 feet to a pillar marked GCG.A. 29/49/140 and thence on a bearing of $307^{\circ} 01'$ for 1095.8 feet to a pillar marked GCG.A. 29/49/139 and thence on a bearing of $45^{\circ} 56'$ for 1103.9 feet to a pillar marked GCG.A. 29/49/138 and thence on a bearing of $15^{\circ} 38'$ for 449.0 feet to a pillar marked GCG.A. 29/49/137 and thence on a bearing of $34^{\circ} 49'$ for 827.1 feet to a pillar marked GCG.A. 29/49/136 and thence on a bearing of $23^{\circ} 20'$ for 733.7 feet to the point of commencement thus enclosing an area of 1396.711 acres be the same several dimensions little more or less as the same premises are more particularly delineated and shown edged pink on the Plan Numbered LDA 1423/K 3686 attached hereto thus comprising in the whole a total area of 3959.525 acres -----

IN WITNESS WHEREOF the party hereto of the first part has hereunto set his hand and affixed the Seal of the Regional Lands Commission and the party hereto of the second part has hereunto set his hand and seal the day and year first above-written.

Signed sealed with the Seal of the Lands
 Commission and DELIVERED by the said
KWAME AGYAPONG BOAFO, CHAIRMAN
 OF THE ASHANTI REGIONAL LANDS
 COMMISSION for and on behalf of the
 GOVERNMENT OF THE REPUBLIC OF
 GHANA in the presence of:-


] **KWAME AGYAPONG BOAFO**

Osei Kwame
 P. O. Box 43 Kumasi
Osei Kwame

THE COMMON SEAL of the within-named
**KWAME NKRUMAH UNIVERSITY OF
 SCIENCE AND TECHNOLOGY** was affixed to
 these presents and the same were DELIVERED in
 the presence of:-

1. Full Name *KWASI KWAFU*
ADARKWA
 Position/Status *VICE CHANCELLOR*
 Signature *[Signature]*
2. Full Name *KOBBY YEBO-*
OKRMA
 Position/Status *REGISTRAR*
 Signature *[Signature]*

This is the Instrument marked "A" referred to in the Oath of Osei Kwame

Sworn before me this 26th day of September 2007


REGISTRAR OF LANDS

On the 26th day of September 2007 at 9:30 o'clock in the fore noon this Instrument was proved before me by the Oath of the within-named Osei Kwame To have been duly executed by the within-named KWAME AGYAPONG BOGFO


REGISTRAR OF LANDS

OATH OF PROOF

I, Osei Kwame of Lands Commission Secretariat
MAKE OATH and SAY that on the 16th day of May 2007 I was present and saw KWAME AGYAPONG BOGFO Esquire of the Republic of Ghana duly execute the Instrument now produced to and marked "A" and that the said KWAME AGYAPONG BOGFO Can read and write.

Sworn at Kumasi this 26th day of September 2007

Before me)
)
)
)


DEPONENT


REGISTRAR OF LANDS

DATE 16TH MAY 2007

BETWEEN

GOVERNMENT OF THE REPUBLIC OF GHANA

TO

KWAME NKRUMAH UNIVERSITY OF SCIENCE
AND TECHNOLOGY
Private Mail Bag, University Post Office, Kumasi

LANDS COMMISSION
PLOTTING FORM

LEASE

DGC NO. ABH 79 09 07 K 3686

PROP. NO. A 2052 060244

REGISTERED BY: 11/19/07

CHECKED BY: 11-10-2007

RESPONSIBLE OFFICER: [Signature]

Plot No. Site for Kwame Nkrumah University of Science and Technology

District: Kumasi

Term: 50 years

Commences: 1st March, 2003

Expires: 28th February, 2052

Rent: ₵14,200,000.00 per annum

Plan No.

H.O. Lands File No.

Ksi. Lands File No. K. 3686

'ata'

IN ACCORDANCE WITH SECTION 17 OF THE STAMP ACT 1967
I HEREBY CERTIFY THAT THIS INSTRUMENT IS
REGISTERED WITH A DUTY OF GH₵ 450.00
18th September 2007
Commissioner

Exhibit "J"

**IN THE SUPERIOR COURT OF JUDICATURE, THE COURT OF APPEAL
SITTING AT KUMASI ON TUESDAY THE 25TH DAY OF OCTOBER, 2022.**

**CORAM: JUSTICE A. M. DOMAKYAAREH (MRS) JA (PRESIDING), JUSTICE
ALEX B. POKU-ACHEAMPONG AND JUSTICE S.K.A. ASIEDU JJA**

SUIT NO. H3/170/2022

**ABUSUAPANYIN KWAME KONADU YIADOM
SUBST. BY NANA OSEI BONSU : PLAINTIFF/APPELLANT/RESPONDENT**

VRS.

YAW ACHEAMPONG & ANOR. : DEFENDANTS/RESPONDENTS

AND

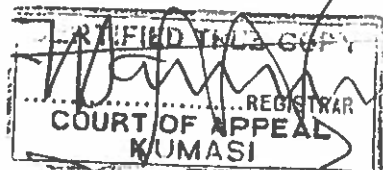
NANA AWUAH NIMMFOUR II : APPLICANT/RESPONDENT/APPLICANT

Parties - Plaintiff/Appellant/Respondent present, Applicant/Respondent/Applicant absent.

Counsel: Mujeeb Rahman Ahmed with Guy Flavin, Joel Amoako, Kwame Agyemang
Adusei and Festus Nyama for the Applicant/Respondent/Applicant.
Kwasi Afrifa for Plaintiff/Appellant/Respondent not in court.

Before the court is a motion praying for an order remitting the record of appeal to the Registrar of the Court below for rectification by the inclusion of proceedings which have been omitted to the affidavit in support and marked as Exhibits 'NAN' 2, NAN 3 and NAN 4. Counsel also refers to paragraph 11 of the affidavit in support in which certain errors and repetitions are listed and prays for same to be rectified.

There is no affidavit in opposition.



BY COURT:

The application is granted as prayed.

The Registrar of this court is hereby ordered to remit the Record of Appeal in this case to the Registrar of the High Court, Kumasi to rectify same by the inclusion of Exhibits NAN 2, NAN 3 and NAN 4 and also to rectify the matters listed under paragraph 11 (a) – (g) of the Affidavit in Support.

(SGD)

A. M. DOMAKYAAREH (MRS) JA (PRESIDING)

(JUSTICE OF APPEAL)

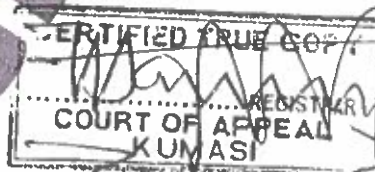
ALEX B. POKU-ACHEAMPONG

(JUSTICE OF APPEAL)

S.K.A. ASIEDU

(JUSTICE OF APPEAL)

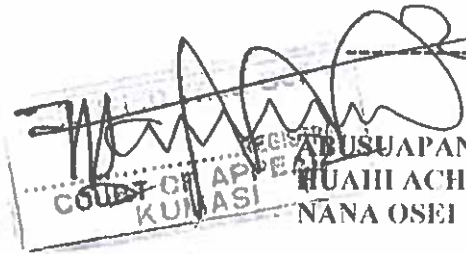
25-10-2022



"Exhibit K"

IN THE COURT OF APPEAL, KUMASI

**CERTIFICATE OF THE ORDER OF
THE COURT OF APPEAL**



SUIT NO. H3/204/2023

**OWUSU APANIN KWAME YIADOM (SUING FOR AND ON BEHALF OF
HUAHU ACHAMA TUTUWAA ROYAL FAMILY (SUBSTITUTED BY
NANA OSEI BONSU) : PLAINTIFF/APPEL./RESPONDENT**

VRS

**1. YAW ACHEAMPONG
2. LANDS COMMISSION : DEFENDANTS/RESPONDENTS**

**(SGD)
A. MENSAH-HOMIAH (MRS)
(JUSTICE OF APPEAL)**



**ORDER TO SET ASIDE CIVIL
FORM 6 AND OTHER PROCESSES**

THIS MOTION ON NOTICE FOR AN ORDER SETTING ASIDE THE CIVIL FORM 6 AND OTHER PROCESSES HAVING COME ON FOR HEARING ON WEDNESDAY THE 16TH DAY OF APRIL, 2025 before JUSTICE ANGELINA MENSAH-HOMIAH (MRS) (J.A.) PRESIDING, JUSTICE ALEX OWUSU OFORI and JUSTICE CHARLES WILLIAM L.B. ZWENNES JJA and in the presence of MUJEEB RAHMAN AHMED, ESQ., with him are DR. DOREEN ADOMAH AGYEI, ESQ., CLEMENT ACKAH HIMANS, ESQ., FLAVIN GAI, ESQ., JESSICA AKUOKO FRIMPONG, ESQ., SHIDA HARTEY, ESQ., WILLIAM MAJID MAHAMA, ESQ. and ABDUL RASHID OSMAN, ESQ., Counsel for and on behalf of the Applicants/Respondents/Applicants and ERIC OWUSU SAL for Plaintiff/Appellant/Respondent herein.

I HEREBY CERTIFY THAT, an Order was made as follows:

The Application to set aside the Civil Form 6 and other Processes is granted as prayed.

IT IS HEREBY ORDERED THAT; the service of Civil Form 6 re-issued by the Registrar of the Court below on 19th April 2023 and the written submissions of the Plaintiff/Appellant/Respondent filed after the purported rectification of the record in May 2023 are hereby set aside.

IT IS FURTHER ORDERED THAT; the Registrar of the High Court, Kumasi is to comply with the earlier order for rectification of the record of appeal made by this Court (differently constituted) on 25th October 2022 within ten (10) days.

After the rectification, the Registrar of the court below is to notify the Registrar of the Court of Appeal who shall then list the Appeal for hearing. The written submissions filed within time after issuance of the first Civil Form 6 remain valid but leave of court can be sought to file fresh submissions or amend the earlier one filed. Also, any of the parties who is out of time may seek leave of court to file written submissions out of time. No order as to costs.

GIVEN UNDER MY HAND AND SEAL OF THE COURT OF APPEAL, KUMASI THIS 16TH DAY OF APRIL, 2025.

**(SGD)
ISSAHAQ YAKUBU
(REGISTRAR, COURT OF APPEAL)
KUMASI**