

5711. 4. 5.

Judgment
3, 1960

IN THE PRIVY COUNCIL

No. 33 of 1958

ON APPEAL
FROM THE WEST AFRICAN COURT OF APPEAL
GOLD COAST SESSION ACCRA

Concession Enquiry No. 447 (Ashanti) (Finaso and
Oda River Forest Reserve Timber Concession).

B E T W E E N:

EDWARD RAMIA LIMITED Claimants-Appellants

- and -

AFRICAN WOODS LIMITED Opposers-Respondents

Concession Enquiry No. 450 (Ashanti) (Finaso and
Oda River Forest Reserve Timber Concession)

B E T W E E N:

EDWARD RAMIA LIMITED Opposers-Appellants

- and -

AFRICAN WOODS LIMITED Claimants-Respondents

(CONSOLIDATED APPEALS)

RECORD OF PROCEEDINGS

KNAPP-FISHERS
& BLAKE AND REDDEN,
31, Great Peter Street,
Westminster,
S.W.1.

Solicitors for
Edward Rania Limited.

BIRKBECK JULIUS COBURN
& BROAD,
Roman House,
Cripplegate Buildings,
E.C.2.

Solicitors for
African Woods Limited.

UNIVERSITY OF LONDON
W.C.1.
- 7 FEB 1961
INSTITUTE OF ADVANCED
LEGAL STUDIES
No. 33 of 1958

i.

IN THE PRIVY COUNCIL

50903

ON APPEAL
FROM THE WEST AFRICAN COURT OF APPEAL
GOLD COAST SESSION ACCRA

Concession Enquiry No. 447 (Ashanti) (Finaso and
Oda River Forest Reserve Timber Concession)

B E T W E E N

EDWARD RAMIA LIMITED Claimants-Appellants

- and -

AFRICAN WOODS LIMITED Opposers-Respondents

- and -

Concession Enquiry No. 450 (Ashanti) (Finaso and
Oda River Forest Reserve Timber Concession)

B E T W E E N

EDWARD RAMIA LIMITED Opposers-Appellants

- and -

AFRICAN WOODS LIMITED Claimants-Respondents

(CONSOLIDATED APPEALS)

RECORD OF PROCEEDINGS

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IN THE PRIVY COUNCIL

No.33 of 1958

ON APPEAL FROM THE WEST AFRICAN COURT OF APPEAL
GOLD COAST SESSION ACCRA

Concession Enquiry No.447 (Ashanti) (Finaso and
Oda River Forest Reserve Timber Concession)

BETWEEN: EDWARD RAMIA LIMITED Claimants-Appellants

- and -

AFRICAN WOODS LIMITED Opposers-Respondents

- and -

Concession Enquiry No.450 (Ashanti) (Finaso and
Oda River Forest Reserve Timber Concession)

10

BETWEEN: EDWARD RAMIA LIMITED Opposers-Appellants

- and -

AFRICAN WOODS LIMITED Claimants-Respondents

(CONSOLIDATED APPEALS)

RECORD OF PROCEEDINGS

No. 1.

NOTICE OF CONCESSION FILED IN RESPECT OF
CONCESSION ENQUIRY NO.447 (ASHANTI) WITH
SUPPORTING DOCUMENTS.

In the Supreme
Court of the
Gold Coast
Divisional
Court Kumasi,
Ashanti.

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In the Supreme Court of the Gold Coast
Divisional Court
Concessions Division
Kumasi, Ashanti

No. 1.

Notice of
Concession
Filed in
respect of
Concession
Enquiry No.447
(Ashanti) with
supporting
Documents.

NOTICE OF CONCESSION UNDER SECTION 9 OF
ORDINANCE NUMBERED (KUMASI, ASHANTI)

TO THE REGISTRAR OF THE SUPREME COURT, KUMASI,
ASHANTI.

26th June 1953.

30

I HEREBY GIVE YOU NOTICE of the Concession of
Nana Kwami Poku IV, Omanhene of Bekwai, Ashanti ac-
ting for himself and as the representative of the
elders, councillors, linguists and people of the
Stool of Bekwai, Ashanti, and the Chairman for the
time being of the Bekwai Local Council, Bekwai,
Ashanti, TO Edward Ramia Limited, Timber Merchants

In the Supreme
Court of the
Gold Coast
Divisional
Court, Kumasi,
Ashanti.

of Post Office Box 138 Kumasi, Ashanti, dated the
26th day of May, 1953 and unregistered.

EDWARD RAMIA LIMITED,
TIMBER MERCHANTS,
P.O. BOX NO. 138,
KUMASI, ASHANTI.

No. 1.

Notice of
Concession
Filed in
respect of
Concession
Enquiry No. 447
(Ashanti) with
supporting
Documents.

26th June 1953
- continued.

ALL THAT PIECE OR PARCEL OF LAND known as FIN-
ASO AND ODA RIVER FOREST RESERVE TIMBER CONCESSION,
lying and situate in the Bekwai Division under the
Bekwai Local Council, commencing as a datum at the
confluence of the Fina Stream and Woroworo stream
near Finaso village at approximate latitude $6^{\circ} 05'$
 $30''$ N and longitude $1^{\circ} 47'$ $53''$ W thence runs along
the right bank of the said Fina stream in a south-
erly direction to hit the north east corner of the
Subin Shelterbelt Forest Reserve at approximate
latitude $6^{\circ} 03'$ $47''$ N and longitude $1^{\circ} 48'$ $07''$ W
thence runs along the Northern boundary of the said
Subin Shelterbelt Forest Reserve in a westerly
direction to where it hit the south-east and south-
west corner of the Oda River Forest Reserve at ap-
proximate latitude $6^{\circ} 03'$ $04''$ N and longitude 1°
 $54'$ $46''$ W thence runs along the south-west and west
boundaries of the said Oda River Forest Reserve at
approximate latitude $6^{\circ} 03'$ $04''$ N and longitude 1°
 $54'$ $46''$ W thence runs along the south-west and west
boundaries of the said Oda River Forest Reserve to
a point at approximate latitude $6^{\circ} 09'$ $16''$ N and
longitude $1^{\circ} 59'$ $35''$ W thence runs on an approxi-
mate true bearing of 90° for an approximate distance
of $16 \frac{1}{5}$ miles through the southern boundary of the
Ashanti Goldfield Corporation Ltd., Timber Conces-
sion "C" to hit the Western Boundary of the Ashanti
Goldfield Corporation Ltd., Timber Concession "B"
at approximate latitude $6^{\circ} 09'$ $16''$ N and longitude
 $1^{\circ} 45'$ $30''$ W thence follows along the Western
boundary of the said Ashanti Goldfield Corporation
Ltd., Timber Concession "B" in a southerly direc-
tion to where it hits the Woroworo stream at approx-
imate latitude $6^{\circ} 06'$ $25''$ N and longitude $1^{\circ} 45'$ $30''$
W thence runs along the right bank of the said Wor-
oworo thence runs along the right bank of the said
Woroworo stream in a general south-westerly direc-
tion to the point of commencement. Having an ap-
proximate area of 82.3 square miles more or less,
which said piece or parcel of land is more particu-
larly delineated on the plan annexed hereto and
coloured red for the purpose of identification and

not of limitation.

NATURE OF CONCESSION -

Timber or timber-like trees with right ancillary thereto.

ADDRESS FOR SERVICE -

R.S. Blay, Esquire,
Barrister-at-Law,
Nzima Chambers,
P.O. Box 61,
Sekondi.

10

Dated at Nzima Chambers, Sekondi, this 26th day of June, 1953.

R.S. Blay,
SOLICITOR AND AGENT FOR CLAIMANT.

The Registrar,
The Concessions Division,
Kumasi-Ashanti.

In the Supreme
Court of the
Gold Coast
Divisional
Court, Kumasi,
Ashanti.

No.1.

Notice of
Concession
Filed in
respect of
Concession
Enquiry No.447
(Ashanti) with
supporting
Documents.

26th June 1953
- continued.

20

Gold Coast
Twenty five pounds
Stamp Duties.

Gold Coast
Twenty five pounds
Stamp Duties.

30

THIS INDENTURE made the 26th day of May in the year of Our Lord One thousand nine hundred and fifty three (1953) BETWEEN NANA KWAMI POKU IV, OMANHENE of BUKWAI, Ashanti, acting for himself and as the representative of the elders, councillors, Linguists and people of the Stool of Bekwai, Ashanti, whose assent to or concurrence in THESE PRESENTS are requisite or necessary according to Native Law and Custom of the said Stool, which assent or concurrence is testified by the execution of THESE PRESENTS by some of such elders councillors linguists and people (hereinafter called the Lessors and including in that term his heirs successors in title and assigns) and the CHAIRMAN for the time being of the BEKWAI LOCAL COUNCIL (BEKWAI ASHANTI) (hereinafter called the confirming Party and including in that term his successors) of the one part and EDWARD RAMIA LIMITED, Timber Merchants of Post Office Box 138, Kumasi, Ashanti, (hereinafter called the Lessee and including in that term his successors and assigns) of the other part WITNESSETH that in consideration of the sum of £10 paid by the Lessee to the Lessors on or before the execution of THESE PRESENTS (the receipt whereof

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In the Supreme
Court of the
Gold Coast
Divisional
Court, Kumasi,
Ashanti.

No. 1.

Notice of
Concession
Filed in
respect of
Concession
Enquiry No.447
(Ashanti) with
supporting
Documents.

26th June 1953

- continued.

the Lessors do hereby acknowledge) and in further consideration of the rents hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of the Lessee to be paid observed and performed, the Lessors do hereby demise and lease unto the Lessee ALL THAT PIECE OR PARCEL OF LAND KNOWN AS FINASO AND ODA RIVER FOREST RESERVE TIMBER CONCESSION, lying and situate in the Bekwai Division, under the Bekwai Local Council, Ashanti, shewn on the plan attached hereto and more particularly described in Schedule hereunder written TOGETHER with all timber, timber-like trees, saplings and undergrowth now growing or being or hereafter to grow or be upon the said demised premises TO HOLD the same unto the Lessee for a term of 15 years from the date of these Presents determinable nevertheless by the Lessee as hereinafter mentioned YIELDING AND PAYING therefor yearly and every year during the said term the Annual Occupation Rent of £10 payable annually, PROVIDED ALWAYS and it is hereby expressly agreed that the Lessee shall pay for each Mahogany tree felled by him the sum of £5.5/-, Avodire £2, Baku £3.5/-, Sapale £3.5/-, Edinam £3, Utile £3, Ofram £1.15/-, Emiri £2.10/-, Dahoma £2.5/-, Guarea £2, Kusie £1.15/-, Masonia £1.15/-, Wawa £2.5/-, Odum £5, Denya £1.15/- and Danta 35/- and these payments shall be in lieu of WORKING RENTS PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED THAT THE LESSEE SHALL PAY TO THE LESSORS each year a Royalty of £100 AND the Lessors do hereby by THESE PRESENTS grant to the Lessee the full and exclusive right to hew cut down and fell all or any of the timber or timber-like trees saplings and undergrowth now growing or being or hereafter to grow or be on the said demised premises and carry away the same and make such use of the same and make and continue such railroads or other roads paths and passages over and along the hereinbefore demised premises and from time to time to discontinue the same or any of them as the Lessee shall think fit necessary or convenient for the purposes aforesaid or for more effectually enabling him to obtain access to the aforesaid timber and to carry away the same and also to dam up and divert in any manner all water watercourses arising in or running through or coming into the hereinbefore demised premises and also to cut any channels canals or trough for the purposes of conducting and conveying any such water in through or over any part of

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the hereinbefore demised premises ALSO to lay pipelines culverts and other contrivances as to the Lessee may seem necessary for the purposes of getting and conveying any such waters ALSO to erect Pumping Stations or Pipelines to another Concession as to the Lessee may think fit AND with liberty to the Lessee to sell assign dispose of or underlease the whole or any part of the hereinbefore demised premises AND with liberty to use such other devices and means as shall be found necessary or convenient AND the Lessors give the Lessee the surface rights over a part of the Concession not exceeding an area of a square mile and within this area to create a village or compound which the Lessee may undertake to fence or leave unfenced for the accommodation of any servants or the Lessees or of any other person as to the Lessee may consider necessary or expedient to create such tenancies and to charge and collect for its benefit such rents in respect of such tenancies or of the occupation of any such buildings fence yards houses and stores as the Lessee may from time to time determine TO make such regulations for the inhabitation and sanitation of all or any part of the said village or compound as the Lessee may deem necessary PROVIDED ALWAYS and it is hereby agreed and declared that the Lessors their people and servants shall at all times have the liberty to hunt and snare games firewoods and building materials for their dwellinghouses and to till and cultivate their farms and plantations so far as the same can be done without causing interruption to any operations carried on under the powers and privileges hereby granted AND THE LESSEE doth hereby covenant with the Lessors in the manner following that is to say, that he the Lessee shall and will pay the rent hereinbefore reserved and make payable by him at the time and in the manner hereinbefore appointed for the payment thereof PROVIDED ALWAYS and it is hereby agreed and declared that if the rent hereby reserved or any part thereof respectively shall at any time remain unpaid for the space of three (3) Calendar months next after the appointed time for the payment thereof then and in such case it shall be lawful for the Lessors into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in their former estate PROVIDED ALWAYS and it is hereby agreed and declared that it shall be lawful to determine the

In the Supreme Court of the Gold Coast Divisional Court, Kumasi, Ashanti.

No. 1.

Notice of Concession Filed in respect of Concession Enquiry No.447 (Ashanti) with supporting Documents.

26th June 1953
- continued.

In the Supreme Court of the Gold Coast Divisional Court, Kumasi, Ashanti.

No. 1.

Notice of Concession Filed in respect of Concession Enquiry No.447 (Ashanti) with supporting Documents.

26th June 1953 - continued.

said term hereby granted with respect to the here- inbefore demised premises giving to the Lessors at any time three (3) months notice in writing in that behalf and thereupon the expiration of the notice in writing the said term hereby granted and the rents hereinbefore reserved shall accord- ingly cease and determine but without prejudice to any remedy of the Lessee for any previous breach of the covenants herein contained or any of them AND the Lessors do hereby covenant with the Lessee that the Lessee paying the rent and the costs of the timber and timber-like trees cut down herein- before reserved and observing and performing all the covenants and conditions hereinafter contained on his part to be paid observed and performed shall and may at all times during the term hereby grant- ed peaceably and quietly possess and enjoy the premises hereby demised and exercise the several rights and privileges hereby conferred without any interference by the Lessors or any person or per- sons lawfully or equitably under them or any of them AND ALSO that the Lessee may within the space of six (6) calendar months after the expiration or sooner determination of the said term hereby grant- ed carry away and dispose of all the engines machinery articles and things belonging to or used or employed in or about the hereinbefore demised premises and works by the Lessee during the said term IN WITNESS whereof the said parties to these presents have hereunto set their hands marks and Seals the day and year first above written

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SIGNED SEALED MARKED and DE- LIVERED by the said Nana Kwami Poku IV, Omanhene of Bekwai, Ashanti, together with his elders councillors, Linguists and people and by the Chairman for the time be- ing of the Bekwai Local Coun- cil, this instrument having been first read over inter- preted and explained to them in the Ashanti language by Harry Hall of Bekwai and they seemed perfectly to understand the same before making their marks thereto in the presence of :

} K. Poku IV, Bekwaihene }
} Bekwaihemaa: }
} Nana Adwoa }
} Pinamang x }
} Krontihene: }
} Osei Kwaku x }
} Twafohene: }
} Kwagena Gu x }
} Dwebisohene: }
} Kodjo Boateng }
} E.H.Y. Yeboah }
} Chairman, Bekwai }
} Local Council }

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Harry Hall,
State Secretary, Bekwai.

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S.R. Erskine
Clerk Barrister,
'Blay's Office, Sekondi.

Witness to marks:

Harry Hall,
State Secretary, Bekwai.

SIGNED SEALED AND DELIVERED by)
the said Edward Ramia Limited) E. Ramia.
in the presence of :-

10 S.R. Erskine,
Clerk Barrister,
Blay's Office, Sekondi.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL OF LAND KNOWN AS
FINASO AND ODA RIVER FOREST RESERVE TIMBER CON-
CESSION lying and situate in the Bekwai Division
under the Bekwai Division under the Bekwai Local
Council, commencing as a datum at the confluence
of the Fina stream and Woroworo stream near Finaso
village at approximate latitude 6° 05' 30" N and
20 longitude 1° 47' 53" W thence runs along the right
bank of the said Fina stream in a southerly direc-
tion to hit the north east corner of the Subin
Shelterbelt Forest Reserve at approximate latitude
6° 03' 47" N and longitude 1° 48' 07" 2 W thence
runs along the northern boundary of the said Subin
Shelterbelt Forest Reserve in a westerly direction
to where it hit the south-east and south-west cor-
ner of the Oda River Forest Reserve at approximate
30 latitude 6° 03' 04" N and longitude 1° 54' 46" W
thence runs along the south-west and west boundar-
ies of the said Oda River Forest Reserve to a point
at approximate latitude 6° 09' 16" N and longitude
1° 59' 35" W thence runs on an approximate true
bearing of 90° for an approximate distance of 16
1/5 miles through the southern boundary of the
Ashanti Goldfield Corporation Limited Timber Con-
cession "C" to hit the Western boundary of the
Ashanti Goldfield Corporation Limited Timber Con-
40 cession "B" at approximate latitude 6° 09' 16" N
and longitude 1° 45' 30" W thence follows along the
western boundary of the said Ashanti Goldfield Cor-
poration Limited Timber Concession "B" in a south-
erly direction to where it hits the Woroworo stream
at approximate latitude 6° 06' 24" N and longitude
1° 45' 30" W thence runs along the right bank of

In the Supreme
Court of the
Gold Coast
Divisional
Court, Kumasi,
Ashanti.

No. 1.

Notice of
Concession
Filed in
respect of
Concession
Enquiry No.447
(Ashanti) with
supporting
Documents.

26th June 1953
- continued.

In the Supreme Court of the Gold Coast Divisional Court, Kumasi, Ashanti.

the said Woroworo stream in a general south westerly direction to the point of commencement. Having an approximate area of 82.3 square miles more or less which said piece or parcel of land is more particularly delineated on the plan annexed hereto and coloured pink for the purpose of identification and not of limitation.

No. 1.

Notice of Concession Filed in respect of Concession Enquiry No.447 (Ashanti) with supporting Documents.

26th June 1953
- continued.

On the 1st day of July, 1953, at 11 of the clock in the forenoon this instrument was proved before me by the oath of the within-named Solomon Robert Erskine to have been duly executed by the within-named Nana Kwami Poku IV of the Stool of Bekwai, Ashanti, together with his elders councillors linguists and people and by the Chairman for the time being of the Bekwai Local Council.

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GIVEN under my hand

J.H. Ghansah
REGISTRAR, DIVISIONAL COURT,
SEKONDI.

In accordance with Section 17 of Cap. 178 I certify that in the opinion of the Commissioner of Stamps the instrument is chargeable with a duty of £5.0.0.

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Concession Duty £25
Commissioner of Stamps Office.
Accra, June 12 1953.

W. Robertson,
For Commissioner of Stamps.

IN THE SUPREME COURT OF THE GOLD COAST
DIVISIONAL COURT KUMASI, ASHANTI.

30

IN THE MATTER OF THE LANDS REGISTRY ORDINANCE.

I, SOLOMON ROBERT ERSKINE, Clerk, Barrister Blay's Office, Sekondi, make oath and say that on the 26th day of May, 1953, I was present and saw Nana Kwami Poku IV, Omanhene of Bekwai, Ashanti, Bekwaihemaa Nana Adwoa Pinamang, Krontihene Osei Kwaku, Twafohene Kwabena Gu, Dwebisohene Kofi Boateng and Emmanuel Henry Yaw Yeboah, Chairman of the Local Council, Bekwai, duly execute the instrument now produced to me and marked "A" and that the said Nana Kwami Poku IV, Omanhene of Bekwai, Dwebisohene Kofi Boateng and Emmanuel Henry Yaw Yeboah, Chairman of the Local Council Bekwai, can

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read and write and that the said Bekwaihemaa Nana Adwoa Pinamang, Krontihene Osei Kwaku and Twafohene Kwagena Gu, cannot read and write and that the said instrument was read over interpreted and explained to them in the Ashanti language by Harry Hall, State Secretary, Bekwai, and they seemed perfectly to understand its provisions before making their marks thereto.

In the Supreme Court of the Gold Coast Divisional Court, Kumasi, Ashanti.

10 SWORN at Sekondi this 1st }
day of July, 1953 } S.R. Erskine.

Before me:

REGISTRAR, DIVISIONAL COURT,
SEKONDI.

No. 1.
Notice of Concession Filed in respect of Concession Enquiry No.447 (Ashanti) with supporting Documents.

26th June 1953
- continued.

IN THE SUPREME COURT OF THE GOLD COAST
DIVISIONAL COURT CONCESSIONS DIVISION
KUMASI, ASHANTI.

FINASO AND ODA RIVER FOREST RESERVE TIMBER
CONCESSION.

CONCESSION ENQUIRY NO.

20 DOCUMENTS FILED IN SUPPORT OF CONCESSION OF WHICH
NOTICE NUMBERED 447 WAS FILED ON THE 20th DAY OF
JULY, 1953.

DOCUMENTS -

30 Nana Kwami Poku IV, Omanhene of Bekwai, Ashanti, Acting for himself and as the representative of the elders, councillors, linguists and people of the Stool of Bekwai, Ashanti, and the Chairman for the time being of the Bekwai Local Council, Bekwai, Ashanti, to Edward Ramia Limited, Timber Merchants, Post Office Box 138, Kumasi, Ashanti.

DATE -

26th May, 1953.

WHERE REGISTERED -

Unregistered.

COPY OR ORIGINAL -

Copy.

Dated at Sekondi this 26th day of June, 1953.

R.S. Blay,
SOLICITOR AND AGENT FOR CLAIMANTS,
NZIMA CHAMBERS, SEKONDI.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 2.

NOTICE OF CONCESSION FILED IN RESPECT OF CONCESSION ENQUIRY NO.450 (ASHANTI) WITH SUPPORTING DOCUMENTS

No. 2.

Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20th November, 1953.

IN THE SUPREME COURT OF THE GOLD COAST CONCESSIONS DIVISION LAND COURT, ASHANTI, KUMASI.

NOTICE OF CONCESSION UNDER SECTION 8 OF THE CONCESSIONS ORDINANCE 1939.

CONCESSION ENQUIRY NUMBER 450 (ASHANTI)

"ODA RIVER FOREST RESERVE SOUTH CONCESSION" 10

To The Registrar of the Land Court at Kumasi.

WE HEREBY GIVE YOU NOTICE of the ODA RIVER FOREST RESERVE SOUTH CONCESSION granted by the STOOL OF BEKWAI represented by NANA KWAME POKU IV and OKYEAME KOFI NYAME Cmanhene and Linguist respectively of the said Stool of Bekwai acting for themselves and as the representatives of all members of the said Stool of Bekwai to AFRICAN WOODS LIMITED a limited liability Company incorporated in the United Kingdom whose registered office is situate at 27/28 Finsbury Square in the City of London England dated the 3rd day of October 1953 and unregistered. 20

Name and Address of person claiming to be entitled to the benefit of the above-mentioned Concession:

AFRICAN WOODS LIMITED

a limited liability Company incorporated in the United Kingdom whose registered office is situate at 27/28 Finsbury Square in the City of London England. 30

BOUNDARIES EXTENT AND SITUATION OF LAND AS SET OUT IN DEED:

The Concession is with respect to ALL THAT PIECE OR PARCEL OF LAND to be now known as the "ODA RIVER FOREST RESERVE SOUTH CONCESSION" situate in Obuasi District commencing from B.P.1. situated on a bearing of 355° at a distance of forty-five (45) chains from the village of Mimreso a line cut on a bearing 236° 30' for a distance of thirteen decimal nought (13.00) chains to B.P.2; thence on a bearing 40

of $236^{\circ} 30'$ for a distance of twelve decimal two eight (12.28) chains to B.P.3; thence on a bearing of $236^{\circ} 30'$ for a distance of ninety-six decimal two two (96.22) chains to B.P.5; thence on a bearing of $146^{\circ} 30'$ for a distance of twelve decimal two six (12.26) chains to B.P.6; thence on a bearing of $236^{\circ} 30'$ for a distance of two hundred and twenty-one decimal seven eight (221.78) chains to B.P.11; thence on a bearing of 316° for three hundred and sixty-nine decimal eight seven (369.87) chains to B.P.20; thence along the Oda River in a Northerly direction for a distance of three hundred and twenty decimal nought nought (320.00) chains to B.P.83; thence on a bearing of $121^{\circ} 30'$ for a distance of thirty-nine decimal nine nought (39.90) chains to B.P.84 thence on a bearing of $211^{\circ} 30'$ for a distance of nine decimal seven nine (9.79) chains to B.P.85; thence on a bearing of $121^{\circ} 30'$ for a distance of twenty-eight decimal six two (28.62) chains to B.P.86; thence on a bearing of $31^{\circ} 30'$ for a distance of nine decimal eight two (9.82) chains to B.P.87; thence on a bearing of $121^{\circ} 30'$ for a distance of twenty-seven (27) chains to B.P.88; thence on a bearing of $47^{\circ} 00'$ for a distance of one hundred and seventy decimal eight nought (170.80) chains to a point on the bank of Kobua Stream. Thence on a bearing of $90^{\circ} 00'$ for a distance of two hundred and fifty-six decimal two nought (256.20) chains, thence on a bearing of $130^{\circ} 30'$ for a distance of fifty-one decimal eight nought (51.80) chains to B.P.103. Thence on a bearing of $193^{\circ} 30'$ for a distance of three hundred and forty-six decimal nine nought (346.90) chains to B.P.1. the point of commencement comprising an area of thirty-four decimal one eight nine (34.189) square miles be the same little more or less.

All bearings are approximate and refer to True North.

All distances are more or less.

References to Boundary Pillars (B.P.) are to pillars referred to in the Denyasi Native Authority (Oda River Forest Reserve) Rules 1951.

NATURE OF CONCESSION -

A lease conferring timber rights and other rights connected therewith.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 2.

Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20th November, 1953.

- continued.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

ADDRESS FOR SERVICE -

Messieurs J.J. Peele & Company,
Solicitors,
P.O. Box 2,
Kumasi.

DATED THE 20th DAY OF NOVEMBER, 1953.

No. 2.

J.J. Peele & Co.,
CLAIMANTS' SOLICITORS.

Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20th November, 1953
- continued.

THIS INDENTURE made the Third day of October, One thousand nine hundred and fifty-three BETWEEN THE STOOL OF BEKWAI represented by NANA KWAME POKU IV and OKYEAME KOFI NYAME Omanhene and Linguist respectively of the said Stool of Bekwai acting for themselves and as the representatives of all members of the said Stool of Bekwai whose consent to or concurrence in these presents is for the more perfect assurance of the provisions hereof requisite according to native customary law which consent is sufficiently testified by the attestation of these presents by some of such members (hereinafter called "the Grantors" which expression shall where the context so admits or requires include their respective successors or successors in title according to native customary law and all of them and his and their assigns) of the one part and AFRICAN WOODS LIMITED a limited liability Company incorporated in the United Kingdom whose registered office is situate at 27/28 Finsbury Square in the City of London England (hereinafter called "the Company" which expression shall where the context so admits or requires include its successors and assigns) of the other part

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WITNESSETH:

1. That in consideration of the payment of the premium of one hundred pounds (£100) (the receipt whereof the Grantors hereby admit and acknowledge) and of the royalty hereby reserved and of the covenants conditions and stipulations hereinafter contained and on the part of the Company to be observed and performed the Grantors hereby GRANT and DEMISE unto the Company IN and OVER ALL THAT the land to be now known as the "ODA RIVER FOREST RESERVE SOUTH CONCESSION" situate in the Bekwai District of Ashanti and more particularly described in the First Schedule hereto and delineated for the purpose of identification but not of limitation on the plan

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hereto attached marked "A.W.L" and thereon edged pink (hereinafter referred to "as the said Land") FIRST the sole and exclusive right to and of cutting the various timber and timber-like trees specified in the first column of the Second Schedule hereto now growing and being or hereafter to grow or be grown upon the said Land SECOND the right to remove sell dispose of or convert to its own use the said trees or timber-like trees felled upon the said land THIRD all that and those the rights and privileges hereinafter specified for the more efficiently and effectually enabling the Company to obtain access to the said timber and timber-like trees and to convey and carry away and render the same merchantable or suitable for export TO HOLD the premises unto the Company for the term of Fifteen (15) years from the date hereof renewable or determinable nevertheless in manner hereinafter appearing YIELDING AND PAYING therefor during the term hereby created the payment by way of royalty for every tree felled by the Company on the said land as specified in the first column of the Second Schedule hereto at the respective amounts specified in the second column of the said Schedule the payment of such royalties to be made on the usual quarter days in respect of trees felled during the preceding quarter the first of such payments to become due on the quarter day next accruing after the Company shall have commenced felling operations PROVIDED that as from the date when and so long as the Company is permitted by the Chief Conservator of Forests to operate the said land under the terms of this agreement the Company shall ensure to the Grantors the payment by way of such royalty of a sum of not less than ten pounds (£10) for every square mile of the area of the said land.

2. There shall be included in this grant and demise the rights and liberties following :-

40 (a) To cut hew down and carry away all or any of the trees specified in the first column of the Second Schedule hereto now or hereafter growing or to be grown on the said land.

(b) To cut such undergrowth saplings and other trees as may be necessary for the proper exercise of the rights and liberties hereby granted but not otherwise.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 2.

Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20th November, 1953

- continued.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 2.

Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20th November, 1953

- continued.

(c) For the purpose aforesaid to enter upon any part of the said land.

(d) To have access to and to use ways and road upon the said land and adjoining lands of the Grantors and thereon to construct new road and ways for the purposes of carrying away trucks lorries waggons carriages or by any other method whether mechanical or otherwise all or any of the said trees or for any other purposes connected herewith which shall be convenient or necessary. 10

(e) To use dam up divert or build up any streams watercourses springs or water in or upon the said land and to cut channels canals or waterways in through or over any part of the said land and also to erect pumping stations lay pipe lines and other contrivances for the purpose of collecting and conveying any such waters in through or over the said land as the Company may find necessary for providing a water supply for domestic and industrial purposes and for the more effectually enabling the Company to obtain access to the said trees and of conveying and carrying the same away PROVIDED however that in the exercise of this right the Company shall not by interference interruption or otherwise cause damage or diminution to village water supplies which may now exist or in future be found necessary but shall at all times have regard to the continuance and preservation of the same AND PROVIDED further that if notwithstanding the due observance by the Company of the foregoing proviso pollution or damage to any existing village water supply shall have been caused or shall result from the operations of the Company then the Company shall at its own expense provide other and equally good water supply. 20 30

3. In so far as may be necessary to the Company for or in connection with the exercise of the rights and privileges hereinbefore granted there shall also be reserved to the Company the sole and exclusive right to the user to such portion or portions of the surface of the said land as it may reasonably require for any of the following purposes :- 40

(a) The erection construction and maintenance of houses bungalows dwellings villages and compounds for the use and habitation of the Company and its agents servants and employees.

(b) The erection construction and maintenance of offices workshops sawmills stores and other such purposes of a similar nature.

(c) The dressing and stacking of felled timber.

(d) The construction and maintenance of such railways tramways roadways and other communications as may be necessary for the exercise of this present demise and the powers contained herein.

10 4. The Company hereby covenants with the Grantors as follows :-

(a) To pay the royalties herein reserved at the times and in the manner aforesaid

(b) To exercise the rights hereby conferred subject to such restrictions limitations and directions as the Conservator of Forests may from time to time prescribe.

(c) To exercise the right of cutting and rendering merchantable timber in an efficient manner and in accordance with modern principles.

20 (d) Not to assign or sublet any of the rights liberties and privileges or surface-rights hereinbefore granted without the approval of the Grantors in writing first had and obtained PROVIDED that such approval shall not be unreasonably withheld in the case of a respectable or responsible company or person.

30 (e) To exercise the rights and privileges hereby granted in such manner as to offer no unnecessary obstruction or interruption to the prospecting searching for use development and working of any mines and minerals in on or under the said land or the transport conveyance or conversion of the produce thereof or to the use and enjoyment of any other right remaining over to the Grantors from this present grant.

40 (f) To pay compensation to the Grantors for damage done to farms to fruit-bearing cocoa and to rubber trees being the property or in the possession of the Grantors or their tenants or subjects through the exercise by the Company of the rights hereby granted.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 2.

Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20th November, 1953
- continued.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 2.

Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20th November, 1953

- continued.

(g) Any claim for compensation in respect of loss or damage under the foregoing clause shall whenever possible be settled by mutual agreement between the company and the claimant and in the event of failure so to agree the dispute shall be referred to the Government Agent of the District wherein the said land is situate whose decision shall be final and binding on all parties.

5. The Grantors hereby covenant with the Company as follows :-

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(a) That notwithstanding anything by the Grantors or any of their ancestors done omitted or knowingly suffered to the contrary they the said Grantors now have full power to grant and demise the rights and privileges hereby granted and demised or expressed so to be unto the Company its successors and assigns in manner aforesaid AND that they the Grantors will at all times keep sufficiently indemnified the Company its successors and assigns from and against all actions suits costs claims and demands by any person or persons claiming or to claim through under or in trust for the Grantors or any of them.

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(b) That the Company paying the royalty hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall peaceably hold and enjoy the rights and privileges hereby granted and demised during the said term without any interruption by the Grantors or any of them or any person or persons claiming or to claim under or in trust for them.

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(c) That if the Company shall be desirous of taking a renewed grant of the premises for the further term of ten (10) years from the expiration of the term hereby granted and of such desire shall prior to the expiration of the present term given to the Grantors not less than six (6) calendar months' previous notice in writing and shall pay the said royalties hereby reserved and observe and perform the several covenants conditions and stipulations herein contained and on the part of the Company to observe and perform up to the expiration of the said term hereby granted the Grantors will upon the request of and at the expense of the Company (and upon payment the Grantors of the sum of ONE HUNDRED POUNDS as premium for such renewal) forthwith grant to the Company a renewal of the

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premises for the further term of ten (10) years subject to the same covenants conditions and stipulations as are herein contained save and except this present covenant for renewal and save that the rates of royalty to be reserved in any such renewal shall be subject to revision and fresh agreement between the parties PROVIDED that any dispute as to the rates shall be referred to the Chief Conservator of Forests for decision and such decision shall be binding on the parties.

6. IT IS HEREBY EXPRESSLY AGREED AND DECLARED between the parties that nothing hereinbefore contained shall operate so as to prejudice diminish or derogate from the right and title of the Grantors with respect to the said land inter alia :-

(a) To use demise and grant to any other person or persons or Company any or all mines minerals mineral oils diamonds and precious stones lying in under or upon the said land with full liberty and power to the Grantors at all times to enter upon the said land and every part thereof and to search for work render merchantable and carry away the said mines minerals mineral oils diamonds and precious stones by surface or underground working and whether by themselves their successors servants agents licensees lessees or assigns and with full liberty and power to make sink maintain and use all such pits shafts levels drains watercourses and to construct erect maintain and use all such spoilbanks rail roads trams roads and other roads bridges buildings works engines machinery and conveniences whatsoever and to do all such things in under or upon through and over the said land or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid without being liable for any compensation for any damage which may be done to the surface of the said land other than loss of or damage to any trees specified in the Second Schedule hereto.

(b) To use demise and grant to any other person or Company any trees other than those specified in the Second Schedule hereto rubber or cocoa trees or other products of the soil in or growing upon the said land.

(c) The liberty at all times of the Grantors their subjects and licensees to hunt and snare game gather

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 2.

Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20th November, 1953

- continued.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

firewood snails and building materials for their dwellinghouses and to till and cultivate their farms and plantations.

(d) The right to grant and demise in the grant of mining rights on or under the said land to any other party or person the right to cut timber for mining purposes and purposes incidental thereto.

No. 2.

Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20th November, 1953

- continued.

PROVIDED THAT in the exercise of any of the foregoing rights by the Grantors their successors agents licensees lessees or assigns no unreasonable interference with the exercise of the rights and privileges hereby granted or the operations of the Company shall take place AND FURTHER THAT in exercising the rights of farming or shifting cultivation herein reserved the Grantors and their licensees and subjects will so far as is reasonably possible refrain from cutting down or otherwise destroying or damaging the timber or timber-like trees of the species hereinafter in the Second Schedule mentioned.

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7. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AS FOLLOWS :-

(a) If the royalty hereby reserved or any part thereof shall be in arrear for twelve (12) calendar months after becoming payable (whether legally demanded or not) or if the Company shall become bankrupt or shall file any petition under the Bankruptcy Laws of England or elsewhere or compound with its creditors or suffer any execution to be levied on its effects or its assigns being a Company shall enter into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction) or if it shall not duly perform and observe all the covenants conditions and stipulations herein contained then and in any of the said cases it shall be lawful for the Grantors at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action of the Grantors in respect of any antecedent breach of the covenants on the part of the Company herein contained.

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(b) The Company may determine this demise at any time by giving to the Grantors six (6) calendar months' previous notice in writing to that effect

and thereupon at the expiration of such notice this present grant and everything herein contained shall cease and determine but without prejudice to any right of action by the Grantors in respect of any antecedent breach of the Company's covenants herein contained.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

10 (c) On the expiration or sooner determination of this demise or within six (6) calendar months thereafter the Company shall be at liberty to re-
 10 move carry away and dispose of all stocks of felled timber and all the engines machinery rails and sleepers stores implements plant articles and things whatsoever belonging to or used or employed in on or about the said land by the Company during the said term.

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 No. 2.

Notice of concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20 IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals and HENRI MARINUS HOOGEWOUD of Kumasi Ashanti as Attorney for the Company has hereunto set his hand and seal the day and year first above written

20th November, 1953
 - continued.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

30 ALL THAT piece or parcel of land to be now known as the "ODA RIVER FOREST RESERVE SOUTH CONCESSION" situate in Obuasi District commencing from B.P.1. situated on a bearing of 355° at a distance of forty-five (45) chains from the village of Nimreso a line cut on a bearing of 236° 30' for a distance of thirteen decimal nought nought (13.00) chains to B.P.2; thence on a bearing of 236° 30' for a distance of twelve decimal two eight (12.28) chains to B.P.3; thence on a bearing of 236° 30' for a distance of ninety-six decimal two two (96.22) chains to B.P.5; thence on a bearing of 146° 30' for a distance of twelve decimal two six (12.26) chains to B.P.6; thence on a bearing of 236° 30' for a distance of two hundred and twenty-one decimal seven eight (221.78) chains to B.P.11; thence on a bearing of 316° for three hundred and sixty-nine decimal eight seven (369.87) chains to B.P. 40 20; thence along the Oda River in a Northerly direction for a distance of three hundred and twenty decimal nought nought (320.00) chains to B.P.83; thence on a bearing of 121° 30' for a distance of nine decimal seven nine (9.79) chains to B.P.85; thence on a bearing of 121° 30' for a distance of twenty-eight decimal six two (28.62) chains to

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 2.

Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

20th November, 1953

- continued.

B.P.86; thence on a bearing of $31^{\circ} 30'$ for a distance of nine decimal eight two (9.82) chains to B.P.87; thence on a bearing of $121^{\circ} 30'$ for a distance of twenty-seven (27) chains to B.P.88; thence on a bearing of $47^{\circ} 00'$ for a distance of one hundred and seventy decimal eight nought (170.80) chains to a point on the bank of Kobua Stream. Thence on a bearing of $90^{\circ} 00'$ for a distance of two hundred and fifty-six decimal two nought (256.20) chains, thence on a bearing of $130^{\circ} 30'$ for a distance of fifty-one decimal eight nought (51.80) chains to B.P.103. thence on a bearing of $193^{\circ} 30'$ for a distance of three hundred and forty-six decimal nine nought (346.90) chains to B.P.1, the point of commencement comprising an area of thirty-four decimal one eight nine (34.189) square miles be the same little more or less.

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All bearings are approximate and refer to True North.

All distances are more or less.

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Reference to Boundary Pillars (B.P.) are to pillars referred to in the Denyasi Native Authority (Oda River Forest Reserve) Rules 1951.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Species of Trees	Royalty per Tree	
Avodire	£ 2. -. -	
Baku	£ 3. 5. -	
Sapele	£ 3. 5. -	
Edinam	£ 3. -. -	
Utile	£ 3. -. -	
Mahogany	£ 5. 15. -	30
Ofram	£ 1. 15. -	
Emeri	£ 2. 10. -	
Dahoma	£ 2. 5. -	
Guarea	£ 2. -. -	
Kusia	£ 1. 15. -	
Mansonia	£ 1. 15. -	
Wawa	£ 2. 5. -	
Odum	£ 5. -. -	
Denya	£ 1. 15. -	40
Danta	£ 1. 15. -	

10 MARKED OR SIGNED SEALED AND DELIVERED)
 by the above-named NANA KWAME POKU IV) (Sgd.) K.
 and OKYEAME KOPI UYAME after the con-) Poku IV
 tents hereof had been read over inter-) (L.S.)
 preted and explained to them in the)
 Twi language by Godfried Appiagyei of) Okyeame Kofi
 Bekwai Government Agent's Office when) Nyame his x
 they appeared perfectly to understand) mark (L.S.)
 the same before making their marks or
 setting their hands and seals hereto)
 in the presence of :-

Nana Adwoa Pinaman Bekwaihemaa
 Nana Osei Kwaku Krontihene
 Nana Bempong-Nkansah II Akwamuhene
 Nana Kwabena Gu Twafohene
 Nana Kwabena Amoateng Oyoko Representative
 Nana Adwoa Pinaman his mark

20 Nana Osei Kwaku ~ x
 (Sgd.) Bimpong Nkansah II
 Nana Kwabena Gu x
 Nana Kwabena Amoateng x
 marks

(It'd.)
 K.P. IV
 B.N.

NAI

(Sgd.) M.J.E. Patteson
 G.A.
 3/x/53.

30 (Sgd.) J.A. Mensah
 Clerk to J.J. Peele & Co.,
 Solicitors, Kumasi.

(Sgd.) G.A. Appiagyei,
 Government Agent's Office, Bekwai
 3rd October, 1953.

40 SIGNED SEALED AND DELIVERED by)
 the above-named HENRI MATINUS)
 HOOGEWOU as Attorney for the) H.M. Hoogewoud
 within-named AFRICAN WOODS) (L.S.)
 LIMITED in the presence of :-)

(Sgd.) M.J.E. Patteson
 G.A.
 3/x/53.

(Sgd.) J.A. Mensah
 (As above)

In the Supreme
 Court of the
 Gold Coast
 Concessions
 Division, Land
 Court, Ashanti,
 Kumasi.

No. 2.

Notice of
 Concession
 Filed in respect
 of Concession
 Enquiry No. 450
 (Ashanti) with
 supporting
 Documents.

20th November,
 1953
 - continued.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

I, MICHAEL JOHN EDWARD PATTESON Government Agent, Bekwai Obuasi District hereby certify to the due execution of the within written Concession.

M.J.E. Patteson,
GOVERNMENT AGENT'S OFFICE, BEKWAI

Received the within mentioned sum of one hundred pounds (£100) to be by African Woods Limited paid to the Grantors.

DATED Third October, 1953.

K. Poku IV.

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No. 2.
Notice of Concession Filed in respect of Concession Enquiry No. 450 (Ashanti) with supporting Documents.

I, GODFRIED APPIAGYE of Bekwai make oath and say as follows :-

20th November, 1953

1. That on the THIRD day of OCTOBER 1953 I saw NANA KWAME POKU IV and OKYEAME KOFI NYAME duly execute the instrument now produced to me and marked "B.S".

- continued.

2. That the said NANA KWAME POKU IV and OKYEAME KOFI NYAME cannot read and write and that the said instrument was read over interpreted and explained to them in the Twi language at the time of its execution by MR. GODFRIED APPIAGYEI of Bekwai and they appeared perfectly to understand its provisions.

20

SWORN at Bekwai Ashanti this) (Sgd.) G. Appiagyeyi
29th day of October, 1953) CLERICAL OFFICER.

Before me:

(Intd.) (Sgd.) M.J.E.Patteson,
M.J.E.P. GOVERNMENT AGENT & MAGISTRATE, BEKWAI.

On the 29th day of October, 1953 at eight o'clock in the forenoon this instrument was proved before me by the oath of the within-named GODFRIED APPIAGYEI to have been duly executed by the within-named NANA KWAME POKU IV and OKYEAME KOFI NYAME.

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Given under my Hand and Official Seal.

M.J.E. Patteson,
GOVERNMENT AGENT & MAGISTRATE, BEKWAI.

GOVERNMENT AGENT'S OFFICE,
BEKWAI.

(Seal)

The within-written Indenture of Lease is granted with the consent and concurrence of the Bekwai

STATE COUNCIL and the BEKWAI LOCAL COUNCIL.

DATED this 1st day of October, 1953.

E.H. Yeboah
Chairman,
B.L.C.

(Sgd.) Harry Hall
Secretary, Bekwai State
Council.

E.D.O. Amoah,
Secretary, Bekwai Local
Council.

In the Supreme
Court of the
Gold Coast
Concessions
Division, Land
Court, Ashanti,
Kumasi.

No. 2.

10

IN THE SUPREME COURT OF THE GOLD COAST
CONCESSION DIVISION LAND COURT ASHANTI
KUMASI

CONCESSION ENQUIRY NUMBER 450 (ASHANTI)

"ODA RIVER FOREST RESERVE SOUTH CONCESSION"

Documents filed in support of Concession of which
Notice Number (Ashanti) was filed the day
of November, 1953.

Notice of
Concession
Filed in respect
of Concession
Enquiry No. 450
(Ashanti) with
supporting
Documents.

20th November,
1953

- continued.

Nature of Document and Parties -

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GRANT by the Stool of Bekwai represented by Nana
Kwame Poku IV and Okyeame Kofi Nyame Omanhene and
Linguist respectively of the said Stool of Bekwai
acting for themselves and as the representatives
of all members of the said Stool of Bekwai.

to

AFRICAN WOODS LIMITED

a limited liability Company incorporated in the
United Kingdom whose registered office is situate
at 27/28 Finsbury Square in the City of London
England

PLAN of ODA RIVER FOREST RESERVE SOUTH

30

Date -

3rd October, 1953.

Registration Particulars -

Unregistered.

Copy or original -

Copy

Topographical Sheet Obuasi S.W. Sheet 85.

DATED the 20th day of NOVEMBER, 1953.

J.J. Peele & Co.,
CLAIMANTS' SOLICITORS.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 3.

SUPPLEMENTAL DOCUMENT FILED IN SUPPORT OF CONCESSION ENQUIRY NO.447 (ASHANTI)

No. 3.

Supplemental Document filed in support of Concession Enquiry No.447 (Ashanti) 23rd March, 1954.

THIS INDENTURE made the 26th day of February in the year of Our Lord One thousand nine hundred and fifty four (1954) BETWEEN NANA KWAMI POAU IV, OMANHENE of Bekwai, Ashanti, Acting for himself and as the representative of the elders councillors linguists and people of the Stool of Bekwai, Ashanti, whose assent to or concurrence in THESE PRESENTS are requisite or necessary according to Native Law and Custom of the said Stool, which assent or concurrence is testified by the execution of THESE PRESENTS by some of such elders councillors linguists and people (hereinafter called the Lessors and including in that term his heirs successors in title and assigns) AND THE CHAIRMAN for the time being of the BEKWAI LOCAL COUNCIL (BEKWAI ASHANTI) (hereinafter called the Confirming Party and including in that term his successors in title) of the one part and EDWARD RAMIA LIMITED Timber Merchants of Post Office Box 138, Kumasi, Ashanti, (hereinafter called the Lessee and including in that term his successors and assigns) of the other part WHEREAS by an Indenture of Lease dated the 26th day of May, 1953, and made between the Lessors herein of the one part and the Lessee herein of the other part ALL THAT PIECE OR PARCEL OF LAND intended hereby to be demised, was granted by the Lessors to the Lessee, which said lease is filed in the Concessions Court, Kumasi, Ashanti, and numbered as No.447 Kumasi, AND WHEREAS it has been found that the said lease should have been signed in the presence of the Government Agent who should approve of the terms and conditions therein provided for Concession purposes AND WHEREAS the said formality has now been complied with and it is expedient to supplement the said Indenture of Lease by THESE PRESENTS and be read as one with the same NOW THIS INDENTURE WITNESSETH that in consideration of the sum of £10 paid by the Lessee to the Lessors on or before the execution of THESE PRESENTS (the receipt whereof the Lessors do hereby acknowledge) and in further consideration of the rents hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of the Lessee to be paid observed and performed, the Lessors do hereby demise and lease unto the Lessee ALL THAT PIECE OR

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PARCEL OF LAND KNOWN AS FINASO ODA RIVER FOREST
 RESERVE TIMBER CONCESSION lying and situate at
 Bekwai Division under the Bekwai Local Council,
 Ashanti shewn on the plan attached hereto and more
 particularly described in the Schedule hereunder
 written TOGETHER with all mature timber and
 timber-like trees, now growing or being or here-
 after to grow or be upon the said demised premises
 TO HOLD the same unto the Lessee for a term of 15
 10 years from the date of these Presents determinable
 nevertheless by the Lessee as hereinafter mentioned
 YIELDING AND PAYING THEREFOR YEARLY AND EVERY YEAR
 during the said term the ANNUAL OCCUPATION RENT of
 £10 payable annually PROVIDED ALWAYS and it is
 hereby expressly agreed that the Lessee shall pay
 for each Mahogany tree felled by him the sum of
 £5.5/-, Avoidire £2, Baku £3.5/-, Sapele £3.5/-,
 Edinam £3, Utile £3, Ofram £1.15/-, Emeri £2.10/-,
 20 Dahoma £2.5/-, Guarea £3, Kusia £1.15/-, Mansonia
 £1.15/-, Wawa £2.5/-, Odun £5, Denya £1.15/- and
 Danta £1.15/- and these payments shall be in lieu
 of WORKING RENTS PROVIDED ALWAYS and it is hereby
 expressly agreed that the Lessee shall pay to the
 Lessors each year a ROYALTY of £100 AND the Lessors
 do hereby by THESE PRESENTS grant to the Lessee the
 full and exclusive right to hew cut down and fell
 all or any of the mature timber or timber-like
 trees now growing or being or hereafter to grow or
 be on the said demised premises and carry away the
 same and make use of the same and make and continue
 30 such railroads paths and passages over and along
 the hereinbefore demised premises and from time to
 time to discontinue the same or any of them as the
 Lessee shall think fit necessary or convenient for
 the purposes aforesaid or for more effectually en-
 abling him to obtain access to the aforesaid timber
 and to carry away the same, but subject always in
 the Oda River Forest Reserve to the prescriptions
 of the Forestry Department working plan, and to dam
 40 up and divert in any manner all water watercourses
 arising in or running through or coming into the
 hereinbefore demised premises and also to cut any
 channels canals or trough for the purposes of con-
 ducting and conveying any such water in through or
 over any part of the hereinbefore demised premises
 ALSO to lay pipe-lines culverts and other contriv-
 ances as to the Lessee may seem necessary for the
 purposes of getting and conveying any such waters
 50 ALSO to erect Pumping Stations or Pipe-lines to
 another Concession as to the Lessee may think fit

In the Supreme
 Court of the
 Gold Coast
 Concessions
 Division, Land
 Court, Ashanti,
 Kumasi.

No. 3.

Supplemental
 Document filed
 in support of
 Concession
 Enquiry No.447
 (Ashanti)

23rd March,
 1954

- continued.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 3.

Supplemental Document filed in support of Concession Enquiry No.447 (Ashanti)

23rd. March, 1954

- continued.

AND with liberty to the Lessee to sell assign dispose of or underlease the whole or any part of the hereinbefore demised premises subject to the Forestry Department Authorities approval AND with liberty to use such other devices and means as shall be found necessary or convenient AND THE LESSORS give the Lessee the Surface Rights over a part of the Concession not exceeding an area of a Square Mile and within this area to create a village or compound which the Lessee may undertake to fence or leave unfenced all such villages or compound for the accommodation of any servants of the Lessee as the Lessee may consider necessary or expedient TO create such tenancies and to charge and collect for its benefits such rents in respect of such tenancies or of the occupation of any such buildings fences yards houses and stores as the Lessee may from time to time determine TO make such regulations for the inhabitation and sanitation of all or any part of the said villages or compound as the Lessee may deem necessary PROVIDED ALWAYS and it is hereby agreed and declared that the Lessors their people and servants shall at all times have the liberty to hunt and snare games, gather fire woods and building materials for their dwelling-houses and to till and cultivate their farms and plantations so far as the same can be done without causing interruptions to any operations carried on under the powers and privileges hereby granted and the Lessee doth hereby covenant with the Lessors in the manner following that is to say, that he the Lessee shall and will pay the rent hereinbefore reserved and made payable by him at the time and in the manner hereinbefore appointed for the payment thereof PROVIDED ALWAYS and it is hereby agreed and declared that if the rent hereby reserved or any part thereof respectively shall at any time remain unpaid for the space of three (3) Calendar months next after the appointed time for the payment thereof then and in such case it shall be lawful for the Lessors into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again re-possess and enjoy as in their former estate PROVIDED ALWAYS and it is hereby agreed and declared that it shall be lawful to determine the said term hereby granted with respect to the hereinbefore demised premises giving to the Lessors at any time three (3) months' notice in writing in that behalf and thereupon the expiration of the said

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notice in writing the said term hereby granted and the rents hereinbefore reserved shall accordingly cease and determine but without prejudice to any remedy of the Lessee for any previous breach of the covenants herein contained or any of them AND the Lessors do hereby covenant with the Lessee that the Lessee paying the rent and the costs of the timber or timber-like trees cut down hereinbefore reserved and observing and performing all the covenants and conditions hereinafter contained and on his part to be paid observed and performed shall and may at all times during the said term hereby granted peaceably and quietly possess and enjoy the premises hereby demised and exercise the several rights and privileges hereby conferred without any interference by the Lessors or any person or persons lawfully or equitably claiming under them or any of them AND ALSO that the Lessee may within the space of six (6) calendar months after the expiration or sooner determination of the said term hereby granted carry away and dispose of all the engines machinery articles and things belonging to or used or employed in or about the hereinbefore demised premises and works by the Lessee during the said term

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 3.

Supplemental Document filed in support of Concession Enquiry No.447 (Ashanti)

23rd March, 1954

- continued.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands marks and seals the day and year first above written

SIGNED SEALED MARKED AND DELIVERED)
 by the said Nana Kwami Poku IV,)
 Omanhene of Bekwai, Ashanti, to-)
 gether with his elders councillors)
 linguists and people and by the)
 Chairman for the time being of the)
 Bekwai Local Council, this instru-)
 ment having been first read over)
 interpreted and explained to them)
 in the Ashanti language by G. Ap-)
 piagyei of Bekwai, and they seemed)
 perfectly to understand the same)
 before making their marks thereto)
 in the presence of :-

K. Poku IV,
 BEAWAHEHENE.
 Osei Kwaku x
 KRONTIHEHENE
 Bimpong Nkansah
 x II x
 AKWAMUHEHENE
 Nana Kobina Gu
 TIAFOHENE x
 Kobina Gyakari
 GYASIHENE x
 Kodjo Boateng
 DWIBESUHEHENE^x
 Okyeame Kwaku
 Adisi x
 for
 AKYEAMEHEHENE.
 Kobina Amuatin
 for x
 OYOKOHEHENE
 marks.

S.R. Erskine,
 Clerk, Barrister Blay's
 Office, Sekondi.

G. Appiagyei,
 Clerical Officer,
 G.A's. Office, Bekwai.

E.H.Y. Yeboah
 CHAIRMAN,
 B.L.C.

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In the Supreme
Court of the
Gold Coast
Concessions
Division, Land
Court, Ashanti,
Kumasi.

SIGNED SEALED AND DELIVERED }
by the said Edward Ramia, Ltd. } E. Ramia
in the presence of :- } for E.RAMIA LTD.

S.R. Erskine,
Clerk Barrister Blay's Office,
Sekondi.

No. 3.

Supplemental
Document filed
in support of
Concession
Enquiry No.447
(Ashanti)

23rd March,
1954

- continued.

I certify to the due execution of this Concession.

M.J.E. Pattenon (L.S.)
GOVERNMENT AGENT

THE SCHEDULE ABOVE REFERRED TO

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ALL THAT piece or parcel of land known as Finaso Oda River Forest Reserve Timber Concession, lying and situate at Bekwai, in the Bekwai Division under the Bekwai Local Council, Ashanti, commencing as a datum at the confluence of the Fina Stream and Woroworo stream near Finaso village at approximate latitude of $6^{\circ} 05' 30''$ North and longitude $1^{\circ} 47' 52''$ west thence runs along the right bank of the said Fina Stream to the point on the said Fina Stream at an approximate latitude of $6^{\circ} 03' 53''$ north and longitude $1^{\circ} 48' 53''$ west, thence runs on an approximate true bearing of 105° for a distance of $1\frac{5}{8}$ miles through the Northern boundary of the Subin Shelterbelt Forest Reserve to a point at an approximate latitude of $6^{\circ} 04' 15''$ North and longitude $1^{\circ} 49' 26''$ West. Thence on an approximate true bearing of $80^{\circ} 00'$ for an approximate distance of $3\frac{1}{4}$ miles through the South Western boundary of the Subin Shelterbelt Forest Reserve to a point approximately latitude $6^{\circ} 03' 50''$ North and latitude $1^{\circ} 52' 40''$ West. Thence on an approximate true bearing of $43^{\circ} 30'$ for a distance of $1\frac{1}{2}$ miles through the Southern boundary of the Subin Shelterbelt Forest Reserve to a point approximately latitude $6^{\circ} 03' 07''$ North and longitude $1^{\circ} 52' 46''$ West. Thence on an approximate true bearing of $90^{\circ} 00'$ for an approximate distance of $\frac{3}{4}$ mile through the Western boundary of the Subin Shelterbelt Forest Reserve to a point approximately latitude $6^{\circ} 03' 10''$ North and longitude $1^{\circ} 53' 25''$ West thence on an approximate true bearing of $111^{\circ} 00'$ for an approximate distance of 1 mile through the North western boundary of the Subin Shelterbelt Forest Reserve to a point approximately latitude $6^{\circ} 03' 30''$ North and longitude $1^{\circ} 54' 15''$ West. Thence on an approximate true bearing of

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54° 00' for an approximate distance of $\frac{3}{4}$ mile through the South Western boundary of the Subin Shelterbelt Forest Reserve to a point approximately latitude 6° 03' 38" North and longitude 1° 54' 45" West. Thence on an approximate true bearing of 133° 30' for an approximate distance of $4\frac{5}{8}$ miles to a point on the Oda River approximately latitude 6° 06' 50" North and longitude 1° 57' 41" West. Thence runs along the right bank of the said Oda River in a Northerly direction to a point on the Oda River at an approximate latitude of 6° 09' 16" North and longitude 1° 57' 24" West. Thence runs on an approximate true bearing of 90° 00' for an approximate distance of $133/16$ miles through the Southern boundary of the Ashanti Goldfields Corporation Ltd. Timber Concession "C" to a point on the Western boundary of the Ashanti Goldfields Corporation Ltd. Timber Concession "B" at an approximate latitude of 6° 09' 16" North and longitude 1° 45' 30" West. Thence follows the Western boundary on the Ashanti Goldfields Corporation Ltd. Timber Concession "B" in a Southerly direction to where it hits the Woroworo stream at an approximate latitude of 6° 06' 25" North and longitude 1° 45' 30" West. Thence runs along the right bank of the said Woroworo stream in a general south westerly direction to the point of commencement. Having an approximate area of 64.43 square miles more or less which said piece or parcel of land is more particularly delineated on the plan annexed hereto and coloured edged pink for the purpose of an identification and not of limitation.

On the 10th day of March, 1954, at 10 of the o'clock in the forenoon this instrument was proved before me by the oath of the within-named Solomon Robert Erskine to have been duly executed by the within-named Nana Kwami Poku IV, Omanhene of the Stool of Bekwai, Ashanti, together with his elders councillors linguists and people and by the Chairman for the time being of the Bekwai Local Council.

Given under my hand,

J. H. Ghansah

REGISTRAR, DIVISIONAL COURT.

IN THE SUPREME COURT OF THE GOLD COAST
DIVISIONAL COURT KUMASI ASHANTI

IN THE MATTER OF THE LANDS REGISTRY ORDINANCE.

I, Solomon Robert Erskine, Clerk, Barrister Blay's

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 3.

Supplemental Document filed in support of Concession Enquiry No.447 (Ashanti)

23rd March, 1954

- continued.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 3.

Supplemental Document filed in support of Concession Enquiry No.447 (Ashanti)

23rd March, 1954
- continued.

Office Sekondi, make oath and say that on the 26th day of February, 1954, I was present and saw Nana Kwami Poku IV, Omanhene of Bekwai, Ashanti, Osei Kwaku, Krontihene, Bimpon Nkansah II, Akwamuhene, Nana Kobina Gu, Tuafohene, Kobina Gyakari, Gyasihene, Kodjo Boateng Dwebisohene, Okyeame Kweku Adiasi, Kobina Amuatin and Emmanuel Henry Yaw Yeboah, Chairman of the Local Council, Bekwai, duly execute the Instrument now produced to me and marked "A" and that the said Nana Kwami Poku IV, Omanhene of Bekwai Ashanti, Bimpong Nkwansah II, Akwamuhene, Kodjo Buateng, Dwebisohene and Emmanuel Henry Yaw Yeboah, Chairman of the Local Council, Bekwai, can read and write, and that the said Osei Kwaku, Krontihene, Nana Kobina Gu, Tiafohene, Kobina Gyakari, Gyasihene, Okyeame Kweku Adiasi and Kobina Amuatin cannot read and write, and that the said instrument was read over interpreted and explained to them in the Ashanti language by G. Apiagyei, Clerical Officer, G.A.'s Office, Bekwai, and they seemed perfectly to understand its provisions before making their marks thereto. 10

Sworn at Sekondi this }
10th day of March, 1954 } S. R. Erskine

Before me:

J.H. Ghansah

REGISTRAR, DIVISIONAL COURT, SEKONDI.

IN THE SUPREME COURT OF THE GOLD COAST
DIVISIONAL COURT CONCESSIONS DIVISION

FINASO ODA RIVER FOREST RESERVE
TIMBER CONCESSION
CONCESSION ENQUIRY NO. 447 KUMASI 30

SUPPLEMENTARY DOCUMENT FILED IN SUPPORT OF
CONCESSION OF WHICH NOTICE NUMBERED 447 WAS
FILED THE 20TH DAY OF JULY, 1953.

Documents -

Nana Kwami Poku IV, Omanhene of Bekwai Ashanti, acting for himself and as the representative of the elders councillors linguists and people of the Stool of Bekwai, Ashanti, and the Chairman for the time being of the Bekwai Local Council, Bekwai, Ashanti, to Edward Ramia Limited, Timber Merchants 40

of Post Office Box 138, Kumasi, Ashanti.

Date -

26th February, 1954.

Where registered -

Unregistered.

Copy or original -

Copy.

DATED at Sekondi this 23rd day of March, 1954.

R. S. Blay,

SOLICITOR AND AGENT FOR CLAIMANTS

NZIMA CHAMBERS, SEKONDI.

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In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 3.

Supplemental Document filed in support of Concession Enquiry No.447 (Ashanti)

23rd March, 1954

- continued.

No. 4.

NOTICE OF OPPOSITION FILED IN RESPECT OF CONCESSION ENQUIRY NO.447 (ASHANTI)

IN THE SUPREME COURT OF THE GOLD COAST LAND COURT ASHANTI KUMASI

IN THE MATTER OF THE CONCESSIONS ORDINANCE, 1939

- and -

IN THE MATTER OF CONCESSION ENQUIRY 447 (ASHANTI)

- and -

IN THE MATTER OF AFRICAN WOODS LIMITED, Opposers

No. 4.

Notice of Opposition filed in respect of Concession Enquiry No.447 (Ashanti)

3rd June, 1954.

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NOTICE is hereby given pursuant to the requirements of Section 13 of the Concessions Ordinance 1939 that African Woods Limited the opposers herein oppose the grant of a Certificate of Validity in respect of the Concession the subject matter of the Enquiry herein in so far as the same purports to be coincident with the Concession the subject matter of Concession Enquiry 450 (Ashanti).

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DATED the 3rd day of June, 1954.

J.J. Peele & Co.,
OPPOSERS' SOLICITORS.

To The Registrar,
Land Court, Kumasi.

And to the Claimant
Edward Ramia Limited, Kumasi.

In the Supreme
Court of the
Gold Coast
Concessions
Division, Land
Court, Ashanti,
Kumasi.

No. 5.

Grounds of
Opposition.
3rd June, 1954.

No. 5.

GROUND OF OPPOSITION

IN THE SUPREME COURT OF THE GOLD COAST
LAND COURT, ASPANTI, KUMASI.

IN THE MATTER OF THE CONCESSIONS ORDINANCE 1939

- and -

IN THE MATTER OF CONCESSION ENQUIRY 447 (ASHANTI)

- and -

IN THE MATTER OF AFRICAN WOODS LIMITED, Opposers

1. By a Lease dated the 26th May 1953 made between the Stool of Bekwai of the one part and Edward Ramia Limited the Claimant herein of the other part (hereinafter referred to as "the Claimant's lease") the said Stool of Bekwai purported to demise to the said Claimant all the land shewn in the plan attached to Concessions Supplement No.2 of 1954 of the Gold Coast Gazette under the Enquiry No. 447 (Ashanti). 10
2. By a Lease dated the 3rd October, 1953, made between the said Stool of Bekwai of the one part and the African Woods Limited the (pposer herein of the other part (hereinafter referred to as "the Opposers lease") the said Stool of Bekwai demised unto the opposer the land shewn in the plan attached to the said Concession Supplement No. 2 of 1954 of the Gold Coast Gazette under the Enquiry No. 450 (Ashanti). 20
3. The land demised by the Opposer's lease forms part of the land purported to be demised by the Claimant's lease. 30
4. The Opposer says that the caretakers of the land comprised in and demised by the Opposer's lease were party to the Opposer's lease but were not party to the Claimant's lease and that the Claimant's lease does not give title to the Claimant of the land demised by and comprised in the Opposer's lease.
5. The Opposer says the Claimant's lease was not granted in accordance with the requirements of Section 11 of the Concessions Ordinance. 40

6. The Opposer opposes the grant of a Certificate of Validity in respect of the Claimant's lease.

DATED the 3rd day of June, 1954.

J.J. Peele & Co.,
OPPOSER'S SOLICITORS.

To The Registrar,
Land Court, Kumasi.

And to the Claimant
Edward Ramia Limited, Kumasi.

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Upon the 8th day of June, 1954, a copy of this Grounds of Opposition was served by me on Edward Ramia personally at Kumasi.

E. Twum
BAILIFF.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 5.

Grounds of Opposition.

3rd June, 1954
- continued.

No. 6.

APPLICATION FOR LEAVE TO OPPOSE GRANT OF
CERTIFICATE OF VALIDITY WITH AFFIDAVIT
IN SUPPORT

IN THE SUPREME COURT OF THE GOLD COAST
LAND COURT ASHANTI, KUMASI

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IN THE MATTER OF THE CONCESSIONS ORDINANCE 1939

- and -

IN THE MATTER OF CONCESSION ENQUIRY 447 (ASHANTI)

- and -

IN THE MATTER OF AFRICAN WOODS LIMITED Applicant

No. 6.

Application for Leave to Oppose Grant of Certificate of Validity with Affidavit in Support.

13th June, 1954
and
1st July, 1954.

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TAKE NOTICE that this Honourable Court will be moved on MONDAY the fifth day of July, 1954 at 9 o'clock in the forenoon or so soon thereafter as Counsel can be heard by Counsel for the Applicant herein for an Order that African Woods Limited be given leave to oppose the grant of a Certificate of Validity in respect of the Concession the subject matter of this Enquiry and be made party to this Enquiry.

The grounds on which leave to oppose is sought

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

are as set out in the applicant's grounds of opposition filed herein on the fourth day of June, 1954.

An Affidavit is filed with this application embodying the facts of the case.

Such other Order as to this Honourable Court may seem fit.

No. 6.

Application for Leave to Oppose Grant of Certificate of Validity with Affidavit in Support.

13th June, 1954 and 1st July, 1954 - continued.

DATED the thirteenth day of June, 1954.

J.J. Peele & Co.,
APPLICANT'S SOLICITORS.

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To The Registrar,
Land Court, Kumasi.
And to the Claimant,
Edward Ramia Limited, Kumasi.

Certificate of Service

Upon the 5th day of July, 1954, a copy of this motion and affidavit were served by me on Mr. Blay, Solicitor for the Respondent herein personally at Kumasi.

M.A. Munoo
BAILIFF
5.7.54.

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IN THE SUPREME COURT OF THE GOLD COAST
LAND COURT ASHANTI, KUMASI.

IN THE MATTER OF THE CONCESSIONS ORDINANCE, 1939

- and -

IN THE MATTER OF CONCESSION ENQUIRY 447 (ASHANTI)

- and -

IN THE MATTER OF AFRICAN WOODS LIMITED, Applicant

I, JOHN WILLIAM MEAD of Kumasi Ashanti make oath and say as follows :-

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1. I am the Solicitor to the African Woods Limited the applicant herein and I have the conduct of this matter and I am duly authorised by the applicant to swear to this Affidavit in support of the application herein for leave for the applicant to be made party to the enquiry herein.

2. On the 4th June, 1954 notice of opposition to the enquiry herein was filed by the applicant in accordance with the requirements of Section 13 of the Concessions Ordinance.

3. On the 4th June, 1954, the applicant's Grounds for opposing the Concession the subject-matter of the enquiry herein were filed.

10 (sic) 4. The applicant is not formally a party to the enquiry herein and in accordance with Rule 11 of the Rules and Regulations of the Concessions Ordinance Cap.5 (Ashanti) the applicant has made application in the terms of the notice filed herein and dated the thirtieth day of June, 1954.

5. The grounds upon which the applicant seeks leave to oppose are as specified in the grounds of opposition mentioned in paragraph 3 of this Affidavit.

Sworn at Kumasi this 1st }
day of July, 1954 } J. W. Mead.

Before me:

20 John Haizel
COMMISSIONER FOR OATHS.

In the Supreme Court of the Gold Coast Concessions Division; Land Court, Ashanti, Kumasi.

No. 6.

Application for Leave to Oppose Grant of Certificate of Validity with Affidavit in Support.

13th June, 1954
and
1st July, 1954
- continued.

No. 7.

COURT NOTES CONSOLIDATING CONCESSIONS.

5th July, 1954.

In the Supreme Court of the Gold Coast, Ashanti, at the Land Court held at Kumasi on Monday the 5th day of July, 1954, before Lingley, J.

Concession Enquiries Nos. 450 and 447.

30 Blay for Claimant in 447 and Opposer in 450 (Franklin and Siriboe with him).

Mead for Claimant in 450 and Opposers in 447.

Let hearings be consolidated and let Claimants appear as Opposers in corresponding cases.

4th September mention.

L.G. Lingley,
J.

No. 7.

Court Notes Consolidating Concessions

5th July, 1954.

In the Supreme
Court of the
Gold Coast
Concessions
Division, Land
Court, Ashanti,
Kumasi.

No. 8.

CLAIMANTS REPLY IN CONCESSION ENQUIRY NO.447
TO OPPOSERS' GROUNDS OF OPPOSITION

IN THE SUPREME COURT OF THE GOLD COAST
LAND COURT ASHANTI, KUMASI.

No. 8.

Claimants Reply
in Concession
Enquiry No.447
to Opposers'
Grounds of
Opposition.
28th July, 1954.

IN THE MATTER OF THE CONCESSIONS ORDINANCE 1939

- and -

IN THE MATTER OF CONCESSION ENQUIRY NO.447 (ASH-
ANTI)

- and -

IN THE MATTER OF AFRICAN WOODS LIMITED, Opposers

- and -

EDWARD RAMIA LIMITED Claimants

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Claimants' reply to the Opposers' grounds of
opposition.

(1) As to clauses 2 and 3 of the opposers grounds
of opposition, the Claimants say that the alleged
grant by the Stool of Bekwai of Concession Enquiry
No. 450, was obtained by misrepresentations.

Particulars of misrepresentations

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(a) "That the grant to the claimants - C.E.No.447
- was null and void" whereas the said grant was not
null and void.

(b) The claimants say that such misrepresentations
were made to the grantors of Concession Enquiry No.
450, that they executed the said Concession in a
belief that a certain state of events existed that
did not exist.

Particulars:

1. They believed upon the said representations that
the grant to the Claimants' - C.E.No.447 - was null
and void and that they were thereby entitled to
grant of C.E.No.450. 30

2. The Claimants say that C.E.No.450 was taken by
the Opposers in full knowledge that there was a
subsisting and valid grant over the same land.

3. As to clause 4 of the Opposers grounds of opposition, the Claimants say that for the disposal of lands under the Stool of Bekwai, execution by the Paramount Chief, elders and councillors of the Paramount Stool is sufficient.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

10 4. As to clause 5 of the Opposers grounds of opposition, the Claimants say that although the Claimants' original lease was not granted in compliance with all the requirements of Section 11 of the Concessions Ordinance 1939, such requirements have subsequently been complied with and a fresh grant obtained from the grantors, as the Claimants were entitled so to obtain.

No. 8.

Claimants Reply in Concession Enquiry No.447 to Opposers' Grounds of Opposition.

5. The Claimants say that they are entitled to the grant of a Certificate of Validity.

28th July, 1954
- continued.

DATED at Sekondi this 28th day of July, 1954.

R. S. Blay
Counsel for Claimants.

20 The Registrar,
The Land Court,
Kumasi, Ashanti.

And to the Opposers or their Solicitors Messrs. J.J. Peele & Co.

Certificate of Service

Upon the 6th day of August, 1954, at 9.40 a.m. a copy of this Claimants' Reply to the Opposers' Grounds was served by me on Messrs. J.J. Peele and Co., through the Chief Clerk Mr. Robert Arthur personally at Kumasi.

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D. K. Ayeh
BAILIFF
6.8.54.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No. 9.

EVIDENCE FOR CLAIMANTS IN NO. 447 AND FOR OPPOSERS IN NO. 450.

EVIDENCE OF FIRST WITNESS EDWARD RAMIA

1st November, 1954.

Evidence for Claimants in No.447 and for Opposers in No.450.

In the Supreme Court of the Gold Coast, Ashanti, at the Land Court held at Kumasi on Monday the 1st day of November, 1954, before Quashie-Idun, J.

Concession Enquiry Nos. 447 and 450
Finaso and Oda River Forest
Reserve Timber Concession

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No. 9.

Evidence of First Witness Edward Ramia.

Edward Ramia Ltd., Claimant
v.
African Woods Ltd., Opposer

1st November, 1954.

Mr. Blay with him Mr. Franklin for Claimant in 447 and Opposer in 450.

Examination-in-Chief.

Mr. Mead for Opposer in 447 and Claimant in 450.
Mr. Blay calls -

EDWARD RAMIA, sworn on cross in English -

I am the Managing Director of E. Ramia Limited. 20
 I obtained a lease of an area known as Finaso and Oda River Forest Reserve from the Stool of Bekwai.
 "1" I produce the lease dated 26th May, 1953. Tendered in evidence - not objected to and marked "1" - subsequent to the lease I submitted the terms of the lease to the Chief Regional Officer. The terms were approved and another lease was executed before the Government Agent on the 26th February, 1954.
 "2" Lease tendered in evidence - not objected to and marked "2". Exhibit "2" was executed in respect of the same Concession. After the execution of the first lease Exhibit "1" I paid 3 years rents in advance. I produce a receipt for £300 signed by the State Secretary of the grantors. Tendered in evidence not objected to and marked "3". After the execution of Exhibit "1" my Company took possession of the land and commenced constructing roads up to 22 miles. The leases were filed in Court. The first lease is registered. The consideration money mentioned in the lease has been paid. 40

Cross-Examined by Mr. Mead -

10 I have a Power of Attorney to sign on behalf of the Company. I am authorised to sign documents under seal. I am the Managing Director of my Company. I was present when Exhibit "1" was signed by the representatives of the Grantors. The plan attached to Exhibit "1" was attached to it when it was executed. The contents of document were interpreted by Harry Hall. The lease was to include the Oda Forest Reserve. I don't know that a great portion of the reserve is under the caretakership of the Akwamuhene of Bekwai. Exhibit "1" was not signed before the Government Agent. In October 1953 the Chief Regional Officer was informed Exhibit "2" was signed by virtue of Section 11 of the Concessions Ordinance. Exhibit "1" had not been signed under the requirement of Section 11. Second Notice of the Concession has been filed. Receipt No. G881633 tendered in evidence and marked 20 "4". I am asking the Court to say that my concession is valid.

No. 10.

EVIDENCE OF SECOND WITNESS KWAME POKU IV

1.11.54.

KWAME POKU IV, s.a.r.b. in Twi -

30 I am the Omanhene of Bekwai. I know the Company known as Edward Ramia Limited. Mr. Ramia is their Managing Director. In May, 1953, I was approached for a grant of concession. I and my elders and the Chairman of the Local Council agreed to grant the concession. A document was prepared and executed by me and my principal elders. This is the agreement I executed. Exhibit "1" (identified). The document was not executed in the presence of the Government Agent. Later on another document was prepared and executed in the presence of the Government Agent. It is Exhibit "2". The elders who are entitled to execute the document did so. We were all satisfied with the terms. 40 The contents were read over and interpreted to my elders who agreed to sign.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

Evidence for Claimants in No.447 and for Opposers in No.450.

No. 9.

Evidence of First Witness Edward Ramia. 1st November, 1954.

Cross-Examination.

No.10.

Evidence of Second Witness Kwame Poku IV.

1st November, 1954.

Examination-in-Chief.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

Cross-Examined by Mr. Mead -

Evidence for Claimants in No.447 and for Opposers in No.450.

"A"

After we had signed Exhibit "1" we were approached by African Woods for a concession in the Oda River Forest Reserve. On the 3rd October, 1953 my Stool signed a lease in favour of African Woods Limited. This is the lease. Tendered in evidence not objected to and marked "A". The Government Agent was present at the execution. The contents were read and interpreted by the Clerk of the Government Agent. Before the document Exhibit "A" was signed there was a discussion in respect of the concession granted to Edward Ramia. My elders said that the land granted to Edward Ramia was not included in the area granted to African Woods. Akwamuhene is the caretaker of the lands granted to African Woods. He was present at the execution. There is another portion of the reserve under the caretakership of Twafohene Dwebresohene. They signed Ramia's document but Dwabresohene did not sign the concession granted to African Woods. The Akwamuhene should have signed the lease granted to Ramia. The land belongs to my stool but Akwamuhene is the caretaker. The Akwamuhene is not opposing the lease. When I signed the first lease I did not see a plan attached to it. I signed the lease in favour of African Woods. I believed that the land was free. After the execution in favour of Ramia, he brought a plan showing a grant of larger area. I first saw the plan produced by Ramia after we had executed the lease in favour of African Woods. The second lease executed in favour of Ramia had a plan attached. We did not understand that it was the same land granted to African Woods.

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No.10.

Evidence of Second Witness Kwame Poku IV. 1st November, 1954.

Cross-Examination.

Re-Examined by Mr. Blay -

Re-Examination.

"5"

The letter shown to me bears my signature - tendered in evidence not objected to and marked "5". Document read by witness.

No. 11.

EVIDENCE OF THIRD WITNESS HARRY HALLHARRY HALL, sworn on Bible in English -

I am the Secretary of the Bekwai State Council, I have in my hands Exhibit "1". I see my signature on it. I read and interpreted the contents to the signatories in it. It was without a plan. The land is fully described in the Schedule. The Clerk of Ramia's lawyer Erskine was present.

10 Cross-Examined by Mr. Mead -

On the 3rd October, 1953, the Stool granted a concession to African Woods. Before the concession was executed there was a discussion about the grant to African Woods. The elders told the representative of African Woods that the land granted to Ramia did not include the land being granted to African Woods. Looking at Exhibit "5" I say I have been told about it. It was not prepared by me. I did not receive the original of a letter now shown to me purporting to come from the Solicitor for African Woods.

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No. 12.

EVIDENCE OF FOURTH WITNESS
EMMANUEL HENRY YAW YEBOAH.EMMANUEL HENRY YAW YEBOAH, sworn on Bible in English -

I live at Bekwai and I am the Assistant Depot Clerk of the Cocoa Purchasing Company. In May, 1953, I was Chairman of the Bekwai Local Council; looking at Exhibit "1" I say I signed it. I also signed Exhibit "2" shown to me. I executed the documents at the same time as the other signatories. The contents were read and interpreted. I also read them myself.

30

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi:

Evidence for Claimants in No.447 and for Opposers in No.450.

No.11.

Evidence of Third Witness Harry Hall.

1st November, 1954.

Examination-in-Chief.
and
Cross-Examination.

No.12.

Evidence of Fourth Witness Emmanuel Henry Yaw Yeboah.

1st November, 1954.

Examination-in-Chief.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

Evidence for Claimants in No.447 and for Opposers in No.450.

No.12.

Evidence of Fourth Witness Emmanuel Henry Yaw Yeboah.
1st November, 1954.

Cross-Examination.

Cross-examined by Mr. Mead -

On the 3rd October, 1953, I was present when the Bekwai Stool granted a concession to African Woods. I cannot remember if the representative of African Woods asked if the land had been granted to another company. Before the execution of the concession to African Woods we had received a letter from the Government Agent that the concession in favour of Ramia had been declared null and void. I was satisfied that the land granted to African Woods had already been granted to Edward Ramia.

10

By Court -

Looking at Exhibit "1" I say that when I read it the plan was in it.

Evidence for the Opposers in No.447 and the Claimants in No.450.

No.13.

Evidence of First Witness Charles Eyres Carrington.

1st November, 1954.

Examination- "B"
in-Chief.

No. 13.

EVIDENCE FOR THE OPPOSERS IN NO.447
AND THE CLAIMANTS IN NO.450

EVIDENCE OF FIRST WITNESS -
CHARLES EYRES CARRINGTON

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Mr. Mead calls -

CHARLES EYRES CARRINGTON, sworn on Bible in English -

I am Administrative Officer posted to the Office of the Chief Regional Office Kumasi. I am representing the Chief Regional Officer. I have a letter dated 28th September, 1953, from J.J.Peele & Company to the Chief Regional Officer. Tendered in evidence - not objected to and marked "B". At the time the letter was received there was no prior letter from Edward Ramia & Company in respect of the Concession in the same area. On the receipt of Exhibit "B" a letter was written to the Government Agent Bekwai asking him to make the necessary investigations and to consult the Officers of the Forestry Department. If the result of the investigations were satisfactory to convene a meeting for the execution of the document. On the 12th October, 1953, we were notified about the document Exhibit "1". We also received a notification in respect of Exhibit "2" and the Government Agent was authorised to see to the execution of that document on the 9th February, 1954.

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No. 14.

EVIDENCE OF SECOND WITNESS -
MICHAEL JOHN EDWARD PATTERSON.

MICHAEL JOHN EDWARD PATTERSON, sworn on Bible in English -

10 I am the Government Agent Bekwai. In October 1953, I was stationed at Bekwai. I produce a letter dated 1st October, 1953, from the Chief Regional Officer - produced and tendered in evidence - not objected to and marked "C". As a result I arranged for the parties concerned to meet at my office. On the 3rd October, 1953, Exhibit "A" was executed in my presence. I signed as a witness. Before the document was signed the terms of the agreement were read to the parties. A mention was made of a previous agreement to Edward Ramia Limited. The Bekwai State Council asked me whether in my opinion they could sign a fresh document in favour of African Woods as they had already signed one for the same area in favour of Edward Ramia. I replied that the first document had not been executed in accordance with Section 11 of the Concessions Ordinance. I was aware of the previous document and had seen it.

20

Cross-Examined by Mr. Blay -

30 African Woods knew of the concession granted to Edward Ramia and Company before the execution by African Woods. I wrote to Edward Ramia and told him that in my opinion the lease granted to him was invalid by virtue of Section 11 of the Concessions Ordinance. This is the letter I wrote. Tendered in evidence not objected to and marked "6". The letter was addressed to Dockrell who was the Manager of Ramia and Company.

No. 15.

ADDRESS BY MEAD FOR OPPOSERS IN NO.447
 AND CLAIMANTS IN NO. 450.

Mr. Mead addresses Court -

The opposition of African Woods is based on Sections 11 and 12 of the Concessions Ordinance. Submits that the document Exhibit "1" is void ab initio.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

Evidence for the Opposers in No.447 and the Claimants in No.450.

No.14.

Evidence of Second Witness Michael John Edward Patterson.

1st November, 1954.

Examination-in-Chief.

Cross-Examination.

"6"

No.15.

Address by Mead for Opposers in No.447 and for Claimants in No.450.

1st November, 1954.

In the Supreme Court of the Gold Coast Concessions Division, Land Court, Ashanti, Kumasi.

No.15.

Address by Mead for Opposers in No.447 and for Claimants in No.450.

1st November, 1954

- continued.

Submits the Exhibit "2" dated 26th February, 1954, is for a term of 15 years after that date. It is a fresh and separate grant distinct from Exhibit "1". Edward Ramia and Company should have filed a fresh notice under Section 8 of the Concessions Ordinance. At this stage the articles of Edward Ramia Limited are accepted in evidence by consent and marked "7". Edward Ramia has failed to produce any authority to show that he is to execute a document under seal on behalf of his Company. Submits that Ramia Limited cannot rely upon Exhibit "2" because it is not registered. Refers to Cap. 112 Section 20. As to statutory effect of Section 11 of the Concessions Ordinance refers to Maxwell on Interpretation of Statutes 6th Edition page 695 - also 676. Refers to Forster v. Taylor 110 English Reports page 1019.

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No.16.

Address by Blay for Claimants in No.447 and for Opposers in No.450.

1st November, 1954.

No. 16.

ADDRESS BY BLAY FOR CLAIMANTS IN NO. 447
AND OPPOSERS IN NO. 450

20

Mr. Blay addresses Court -

Refers to Sections 11 and 12 of the Concessions Ordinance - although Exhibit "1" was not executed before the Government Agent, application was made to the Chief Regional Officer who approved of the second document within the 2 years during which the Claimant could validate his concession. The second document refers to the first document and to the provisions sought to remedy. Submits that the African Woods took their concession with notice of Ramia's concession. Refers to Walsh v. Lonsdale 1882 Law Reports 21 Ch. Division page 9. 30 Digest 393 and 568. Submits that Edward Ramia could maintain an action against the grantors to grant them a lease by virtue of Exhibit "1". Submits that the Stool has already granted the concession to Ramia and that the other provisions are merely formalities to protect the interest of the parties. Submits that Ramia Limited had 2 years under Section 9 for a Certificate of Validity. Submits that the opposition should be dismissed. The contention that Edward Ramia has no authority to sign for his Company refers to the articles. First document was registered before the African Woods obtained their concession.

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40

Adjourned for Judgment.

S.O. Quashie-Idun,
J.

No. 17.

JUDGMENT OF TRIAL JUDGE - QUASHIE-IDUN, J.

13th January, 1955.

In the Supreme Court of the Gold Coast, Ashanti Judicial Division, at the Land Court held at Kumasi on Thursday the 13th day of January, 1955, before Quashie-Idun, J.

In the Supreme Court of the Gold Coast Ashanti Divisional Division, Land Court, Kumasi.

 No.17.

Judgment of Trial Judge Quashie-Idun, J.

13th January, 1955.

10 Concession Enquiry No. 447 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

Edward Ramia, Limited Claimants

African Woods Limited Opposers

- and -

Concession Enquiry No. 450 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

Edward Ramia, Limited Claimants

African Woods Limited Opposers

(Consolidated)

20 JUDGMENT -

30 On 26th May, 1953, the Claimants Edward Ramia, Limited, obtained a lease from the Omanhene of Bekwai acting for himself and as the representative of the elders, councillors, linguists and people of the Stool of Bekwai granting the said Edward Ramia, Limited a timber concession. The lease was duly executed by the Omanhene and his councillors but not before the Government Agent of Bekwai. It is also admitted by the Claimants that notice of application to obtain a concession was not given by Edward Ramia, Limited, to the Chief Regional Officer, Ashanti, in terms of Section 11 of the Concessions Ordinance No.19 of 1939.

On 3rd October, 1953, the opposers, African Woods, Limited, also obtained a lease from the Stool of Bekwai in respect of a portion of the land granted to the Claimants.

40 On 26th February, 1954, Edward Ramia, Limited and the Stool of Bekwai executed another lease before the Government Agent of Bekwai which contained the following citation :-

In the Supreme
Court of the
Gold Coast
Ashanti
Divisional
Division, Land
Court, Kumasi.

No.17.

Judgment of
Trial Judge
Quashie-Idun,
J.

13th January,
1955.

- continued.

"Whereas by an Indenture of Lease dated the
"26th day of May, 1953, and made between the
"lessors herein of the one part and the lessee
"herein of the other part ALL THAT PIECE OR
"PARCEL OF LAND intended hereby to be demised,
"was granted by the lessors to the lessee, which
"said lease is filed in the Concessions Court,
"Kumasi, Ashanti, and numbered as No.447 Kumasi,
"AND WHEREAS it has been found that the said
"lease should have been signed in the presence
"of the Government Agent who should approve of
"the terms and conditions therein provided for
"Concession purposes, AND WHEREAS the said for-
"mality has now been complied with and it is
"expedient to supplement the said Indenture of
"Lease by these presents, and be read as one
"with the same NOW THIS INDENTURE WITNESSETH
"that in consideration of the sum of £10 paid
"by the lessee to the lessors on or before the
"execution of these presents (the receipt where-
"of the lessors do hereby acknowledge) and in
"further consideration of the rents hereinafter
"reserved and of the covenants and conditions
"hereinbefore contained and on the part of the
"lessee to be paid observed and performed, the
"lessors do hereby demise and lease unto the
"lessee ALL THAT PIECE OR PARCEL OF LAND KNOWN
"AS FINASO ODA RIVER FOREST RESERVE TIMBER CON-
"CESSION, lying and situate at Bekwai Division
"under the Bekwai Local Council

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20

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The lease granted to the opposers was execut-
ed before the Government Agent, Bekwai, in accord-
ance with the provisions of Section 11 of the Con-
cessions Ordinance; No.19 of 1939.

The claimants filed the first lease dated the
26th May, 1953, on 20th July, 1953. The opposers,
African Woods, Limited, filed their lease on 21st
November, 1953. On 30th March, 1954, Edward Ramia,
Limited filed the Supplementary Lease.

The opposers, African Woods, Limited, contend
that the lease granted to the Claimants is void ab
initio because it was not granted in terms of
Section 12 of the Concessions Ordinance; also that
the caretakers of the Stool lands were not parties
to the grant of the lease to the Claimants. In
respect of this latter ground I hold that as the
Stool owners themselves executed the lease, the
fact that the caretakers did not join in the grant
does not render the lease null and void.

40

Section 11 of the Concessions Ordinance reads as follows :-

10 "(1) Any person desiring to obtain a concession
"in respect of an area of land of which either
"the whole or the greater part is situate in
"Ashanti shall make application to the chief or
"chiefs concerned for the grant of such con-
"cession, and the chief or chiefs concerned may
"grant such concession

"(2) Any person who has made application as
"aforesaid (hereinafter called the applicant
"shall give notice in writing to the Chief Com-
"missioner of Ashanti of such application.

20 "(3) Upon receipt of any such notice the Chief
"Commissioner of Ashanti shall instruct the
"chief or chiefs concerned to appear before him
"or before a District Commissioner, and the
"Chief Commissioner or District Commissioner
"shall ascertain from them in the presence of
"the applicant or his agent whether they are
"willing to grant the concession applied for,
"and shall make such other enquiries touching
"the grant of the concession as he shall consid-
"er necessary, and shall arrange with the appli-
"cant or his agent in the presence of the Chief
"or chiefs concerned the sum which should be
"paid annually in consideration of the concess-
"ion.

30 "(4) The terms of the agreement reached between
"the applicant and the chief or chiefs concerned
"after the aforesaid appearance before the Chief
"Commissioner or District Commissioner shall be
"embodied by the applicant in a concession which
"shall contain full particulars of the boundar-
"ies and which shall be executed by the inter-
"ested parties in the presence of the Chief
"Commissioner or a District Commissioner before
"whom any such interested party executes such
40 "concession shall certify to the due execution
"of such concession by such party".

Section 12 sub-section 11 reads as follows :-

"No concession shall be certified as valid:
"Unless, in the case of a concession granted in
"respect of an area of land of which either the
"whole or the greater part is situate in Ashanti
"the concession has been obtained in accordance
"with the provisions of section 11".

In the Supreme
Court of the
Gold Coast
Ashanti
Divisional
Division, Land
Court, Kumasi.

No.17.

Judgment of
Trial Judge
Quashie-Idun,
J.

13th January,
1955
- continued.

In the Supreme
Court of the
Gold Coast
Ashanti
Divisional
Division, Land
Court, Kumasi.

No.17.

Judgment of
Trial Judge
Quashie-Idun,
J.

13th January,
1955

- continued.

Although the provisions of Section 11 pre-
scribe the manner in which a concession can be
obtained in respect of land in Ashanti, I think
that the intention of the legislature is purely to
protect the grantors of such concessions from the
exploitation of unscrupulous persons. I also think
that where the grantors themselves have not raised
any objection to the terms contained in the lease,
as has not been done in the case of the lease gran-
ted to the claimants, it will be inequitable to say
that the lease granted as such was null and void.

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Evidence has been given in this enquiry that
the claimants had taken possession of the land and
had constructed roads up to 22 miles. There is
also evidence that at the time when the opposers
obtained the lease from the Bekwai Stool they were
aware of the grant to Edward Ramia Limited by the
Stool of Bekwai.

In his evidence Omanhene of Bekwai stated
that when he and his elders executed the lease in
favour of African Woods Limited they did not under-
stand that it was the same land which they had
granted to Edward Ramia, Limited. He also states
that there was no plan attached to the lease gran-
ted to Edward Ramia, Limited at the time of its
execution.

20

The Secretary of the Bekwai State stated in
his evidence that he read and interpreted the lease
to the signatories and, although it was without a
plan, the land was fully described in the schedule.
The Secretary also stated that before the execution
of the lease in favour of African Woods Limited
the elders told the representatives of African
Woods Limited that the land granted to Edward Ramia
Limited did not include the land being granted to
African Woods Limited. The witness admitted hav-
ing seen Exhibit "5" which is a letter dated 14th
December, 1953, and addressed by the Omanhene and
elders of the Stool of Bekwai to African Woods
Limited. Paragraph 2 of the letter reads as fol-
lows :-

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40

"You are aware that we agreed to grant you
"the Concession and after we had been assured
"that the grant to Messrs. Edward Ramia Limited
"was null and void and we could make the grant
"to you without any subsequent trouble".

The Government Agent, Bekwai, gave evidence that the African Woods Limited knew of the Concession granted to Edward Ramia Limited before the execution of the lease granted to the opposers. He said that he himself had written to Edward Ramia Limited and told him that in his opinion the lease granted to him was null and void.

In the Supreme Court of the Gold Coast Ashanti Divisional Division, Land Court, Kumasi.

No.17.

10 I am satisfied from the evidence that both the grantors and the representatives of the African Woods Limited knew of the grant in favour of the claimants before the execution of the lease dated 3rd October, 1953.

Judgment of Trial Judge Quashie-Idun, J.

20 Although the first lease granted to Edward Ramia Limited did not comply with Section 11 of the Concessions Ordinance, I am of the opinion that as the opposers had notice of it, in equity, they were not entitled to ignore that lease, especially as the claimants had 2 years within which to validate their concession. On this point I think the case of Walsh v. Lonsdale 1882, Ch. D., C.A. page 9 at pages 14 and 15 applies.

13th January, 1955
- continued.

30 In his submission, Counsel for the opposers referred the Court to the case of Forster v. Taylor, 110 English Report, page 1019. This was an action brought by a Plaintiff who had sold butter, not contained in marked vessels in accordance with the law prescribed, to a Defendant. The Plaintiff sued for the recovery of the price. The Court held that the provisions which required the vessel to be marked in the name of the copper, seller etc., was intended to protect the public against fraud and indirectly to prohibit any sale of butter in vessels not properly marked, and that the sale of it was forbidden by an Act of Parliament, and consequently the contract of sale was void and the Plaintiff could not recover.

40 In the Concessions Ordinance I see nothing which forbids an owner of land and a person who seeks to acquire a concession from doing so without the consent of the Chief Commissioner. It clearly states that the application shall be made to the chief or chiefs concerned for the grant of such concession and further, that he shall give notice in writing of such application to the Chief Commissioner. I also see nothing in the Ordinance which states that, if this is not done, the Concession shall be null and void. The Ordinance

In the Supreme Court of the Gold Coast Ashanti Divisional Division, Land Court, Kumasi.

No.17.

Judgment of Trial Judge Quashie-Idun, J.

13th January, 1955
- continued.

states that the concession shall not be valid. I think it is the Court which can describe a concession not complying with the provisions of Section 11 of the Concessions Ordinance as invalid.

In this case the grantors have not sought to repudiate their contract with the grantees. Both the grantors and the grantees agreed to remedy the error, and did so by executing a second lease in compliance with the provisions of the Concessions Ordinance: but before that the opposers who had notice of the grant to the claimants took a concession in respect of a portion of the same land.

10

I think the opposition filed should be dismissed and it is accordingly dismissed. No order as to costs.

S.O. Quashie-Idun,
JUDGE.

Mr. Blay with Mr. Franklin for Claimants.
Mr. Mead for Opposers.

Note -

20

Claimants herein refer to Edward Ramia Limited and Opposers to African Woods Limited.

No.18.

Court Minutes of Judgment.

13th January, 1955.

No. 18.

COURT MINUTES OF JUDGMENT

13th January, 1955.

In the Supreme Court of the Gold Coast, Ashanti Judicial Division, at the Land Court held at Kumasi on Thursday the 13th day of January, 1955, before Quashie-Idun, J.

Concession Enquiry No. 447 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

30

Edward Ramia, Limited Claimants
African Woods Limited Opposers

- and -

Concession Enquiry No. 450 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

Edward Ramia, Limited Claimants
African Woods Limited Opposers

40

(Consolidated)

Same Counsel.

Written judgment read.

Opposition dismissed. No order as to costs.

S.O. Quashie-Idun
J.

No. 19.

NOTICE OF APPEAL

IN THE WEST AFRICAN COURT OF APPEAL
GOLD COAST SESSION
ACCRA.

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No.19.

Notice of
Appeal.

6th April, 1955.

IN THE MATTER OF THE CONCESSIONS ORDINANCE, 1939

- and -

IN THE MATTER OF CONCESSION ENQUIRY 447 (ASHANTI)

- and -

10 IN THE MATTER OF AFRICAN WOODS LIMITED, Opposer-
Appellant

- and -

IN THE MATTER OF CONCESSION ENQUIRY 450 (ASHANTI)

- and -

IN THE MATTER OF EDWARD RAMIA LIMITED, Opposer-
Respondent

(Consolidated)

NOTICE OF APPEAL

20 TAKE NOTICE that the Opposer to Concession
Enquiry 447 (Ashanti) being also the claimant to
Concession Enquiry 450 (Ashanti) (hereinafter re-
ferred to as "the Appellant") being dissatisfied
with the decision of the Land Court Kumasi con-
tained in the Judgment of His Lordship Mr. Justice
S.O. Quashie-Idun dated the 13th January, 1955 doth
hereby appeal to the West African Court of Appeal
upon the grounds set out in paragraph 3 hereof and
will at the hearing of the Appeal seek the relief
set out in paragraph 4 hereof

30 AND the Appellant further states that the
names and addresses of the persons directly affec-
ted by the Appeal are those set out in paragraph 5
hereof

2. The whole decision is complained of

3. Grounds of Appeal

(a) That the learned trial Judge was wrong in
law

(i) In holding that the Claimant to Concess-
ion Enquiry 447 (Ashanti) and being the

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No. 19.

Notice of
Appeal.

6th April, 1955
- continued.

opposer to Concession Enquiry 450 (Ashanti) (hereinafter referred to as "the Respondent") had obtained an equitable right to be granted a lease valid under Section 12 of the Concessions Ordinance Cap. 139 (at that time Section 11 of the Concessions Ordinance 1939) despite non-compliance with Section 12 of the Concessions Ordinance (at that time Section 11).

10

(ii) In holding that the Respondent's lease dated the 26th February, 1954 was a valid lease despite non-compliance with Section 8 of the Concessions Ordinance in respect thereof and such as took priority over the Appellant's lease dated the 3rd October, 1953 obtained in compliance with the provisions of Section 12 (then Section 11) of the Concessions Ordinance and in respect of which notice had been filed as required by Section 8 of the Ordinance.

20

(iii) In holding that a Concession obtained without compliance with the requirements of Section 12 (then Section 11) of the Concessions Ordinance did not render such a concession void ad initio.

4. The Appellant says that the judgment of the 13th January, 1955 should be reversed in that the leases of the Respondent dated the 26th May, 1953, and the 26th February, 1954 should be declared invalid and of no effect for the purposes of the Concessions Ordinance and the opposition thereto of the Appellant should be allowed.

30

5. The persons directly affected by this appeal are:
(i) Edward Ramia Limited of Obuaso, Ashanti.
(ii) Bekwai Stool of Bekwai, Ashanti.

Dated the sixth day of April, 1955.

J.J. Peele & Co.,
APPELLANT'S SOLICITORS.

To the Registrar,
West African Court of Appeal, Accra.

40

And to the above-named Respondent, Edward Ramia Ltd.

And to the Bekwai Stool.

Certificate of Service

Upon the 2nd day of May, 1955, a copy of this Notice of Appeal was served by me on Edward Ramia personally at Kumasi.

F.A.K. Sam,
Bailiff
2.5.55.

50

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No.20.

Court Notes of
Counsel's
Arguments for
Opposers-
Appellants in
No.447 and for
Claimants-
Appellants in
No.450.

5th March, 1956
- continued.

Section 12 is not merely discretionary - If there is a failure to comply with Section 12 it cannot be remedied.

Referring to Section 12 there can be no concession which does not conform with the Section if the terms of the Section are not complied with.

Refers to facts leading up to granting of concession to Claimants and opposers.

Area of Claimants' Concession is 82.3 square miles.

No notice given under sub-section 2 or enquiry under section 3. Opposers were advised that Claimants concession was a nullity - Opposers obtained a concession of part of same area from same grantors 34.189 square miles involved. In this case section 12 was observed.

10

Ramia then obtained a second lease reciting first lease - In this instance section 12 was observed.

That second lease deals with an area of 64.43 as against 82.3 square miles in first lease.

The second lease purported to perfect the earlier lease. It was not a separate concession. It was filed as a supplementary deed in the original concession.

20

Concession Court held, (1) Opposers were not in equity entitled to ignore the first lease to Ramia. (2) If section 12 had not been complied with, nothing in ordinance providing that Concession was null and void. (3) Impliedly Opposers claim to concession was rejected.

If the appeal is allowed, the case would have to go back to the Concession Court for claim of Opposers to be adjudicated upon.

30

Judgment erred on two grounds.

Equity must in this case follow this law. There was nothing inequitable about Appellants' conduct.

After Exhibit 6 letter from Government Agent to Ramia's agent advising that first lease was invalid - Grantors then wrote to Opposers. Later supplementary deed was made - expressed to remedy a formality. Will submit, much more than a formality.

40

Dealing with Judgment -

Submits Concession Ordinance has other objects than merely to protect grantors.

Wassaw Exploring Syndicate v. African Rubber Co. Ltd. 1914 A.C. 626, at p.628 cited in case Ofori Atta v. African Selection Trust, 1 W.A.C.A. 305.

To regulate rights of competing concessionaires. A grantee after investment should not find his rights contested by a rival grantee.

First Concession Ordinance was No.14/1900. Did not refer to Ashanti.

10 Ashanti Concession Ordinance No.5/1903. Important difference safeguards imposed which did not apply to Colony - indicating policy - Section 12(7) & (8).

Section 11 of 1900 Ordinance agrees with present Section 13 as to first 6 sub-sections.

In Ashanti Ordinance - new sub-section 7 & 8.

Schedule A to 1903 Ordinance.

Schedule B. pages 7 & 8 explain present Sections 12 & 13.

20 Restriction on Concession dealing - a power to contract in Ashanti. Approval of Commissioners requisite.

Commissioner an essential party.

After 11 a.m. adjournment --

Dingle Foot -

Pre-requisite of Concessions cannot be dispensed with. Maxwell on Interpretation of Statutes, 9th Edition pages 372 & 374 & 376. Legislation as to transfer or acquisition of rights is regarded as mandatory.

30 Liverpool Borough Bank v. Turner (1861), 30 L.J. Ch. 379. (App. Cases).

Section 4 provides that every concession shall be held to be under the provisions of the Ordinance.

Section 6 Court to declare concession valid or invalid in accordance with the provisions of the Ordinance - Section 12 - not complied with - a mandatory section - taken by itself - a concession which does not comply with section is of no legal effect.

40 But Section 13 places appellants in a still better position. Section 13 is designed to protect grantors, the public interest, the grantee and to ensure that Section 12 is carried out.

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Legislature did not intend that these provisions should be dispensed with.

Not concerned with distinction between whether agreement is null and void or invalid. It could not be validated. No waiver possible of any of conditions of Section 12 - whichever parties may desire to do -

Respondents contention is that defect can be cured by a subsequent instrument.

Refers to case of Ofori Atta v. C.A.S.T. Ltd. 10
1 W.A.C.A. 305 at p.317.

Liverpool Borough Bank v. Turner. 29 L.J.Ch.827
at p.830.

Prohibition in earlier Merchant Shipping Act had been omitted in latter Act, but it was held that mortgage unregistered was un-enforceable. "Where public interest is concerned a Court of equity must follow the law".

Judgment of V. Chancellor Woode -

Again at p.832 - Refers to Hughes v. Morris and at 20
p.834 "Mr. Giffard Morris &c. -

Public policy - altering public policy - equity not to do so. Protection of public interest.

In last paragraph Judgment at p.41, the content of section 12 is overlooked, sub-sections 3 & 4. I do not agree that sub-sections 3 & 4 are purely administrative.

In any event the Court could not grant a Certificate of Validity in this case as Section 12 not complied with. 30

Adjourned 6.3.56.

(Sgd.) J. Henley Coussey,
P.

6th March, 1956.

6th March, 1956.

Continued from above.

Counsel as before.

Foot - continued -

Respondent is obliged to any either :-

1. Original lease good or
2. It was invalid but cured by execution of 2nd 40
lease, or
3. That the 2nd lease is good.

In Claimants reply p.31, paragraph 4 of the Particulars suggests a fresh grant.

As to 1 supra - The original lease of Claimants was not good - Section 13(11). This lease could never be validated. It was expressly prohibited by Section 13.

As to 2 supra - It is suggested that the 2nd instrument cures defect in 1st deed.

10 But wording of section 13(11) - "obtained in accordance with provisions of section 12 of Cap 136".

If it is possible to perfect or confirm an incomplete deed you must if it is possible perfect or confirm the same deed, of the original grant, but here the second deed makes a grant different as to area and as to commencement of term. The instruments create different estates. Could it be said that the 2nd lease supplemented the first. Did the grantees impliedly bring the 1st lease to an end. The Claimants view at time was that the 2nd deed put right the defect in 1st deed. But in his reply they altered their position. The 2nd deed was not filed under section as a Concession -

20 Concessions Rules are in Vol. 2 of 1928 Ordinance - Form A. Notice of Concession -

30 Submits these Rules still apply, but if they apply or not the original Notice of Concession is to be distinguished from the notice under which the 2nd lease was filed. There could be no Certificate of Validity in this case as submitted already. The 2nd instrument was not filed as a Concession. The 1st instrument did not conform with the formalities pre-requisite.

As to equity invoked in Judgment -

Merits to be regarded in considering equities -

Letter Exhibit 5 p.58 suggests that Grantors were pleased to write appellants - But the first lease was unenforceable as it did not comply with Section 12 and the fears expressed in Exhibit 5 were not justified.

40 Walsh and Lonsdale wrongly applied by trial Judge -

There parties were Landlord v. Tenant - There was purity of contract between them and Court applied Equity.

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Here there is no purity of contract between Ramia Ltd., and African Woods Ltd. - No relationship whatever, no duty owed by Opposers to Claimants. Nor have Opposers behaved inequitably. Opposers were rightly advised that lease obtained in May 1953 by Ramia was invalid or no Certificate of Validity could be granted thereon.

The Claimants have no complaint if they fail to comply with Section 12 and another Concessionaire meanwhile does so in another transaction. 10

Equity cannot be invoked to defect matter of policy laid down by Legislature.

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COURT NOTES OF COUNSEL'S ARGUMENTS FOR THE
CLAIMANTS-RESPONDENTS IN NO. 447 AND FOR
THE OPPOSERS-RESPONDENTS IN NO.450

Mr. Blay contra -

Under Concessions Ordinance a grant by a native is only void if it is not in writing Section 3.

If a written grant is not filed within 2 months it is null and void (Section 8(5)). 20

If Certificate of Validity is not obtained within two years, subject to extension, the concession is null and void (Section 10).

Concessions Ordinance does not provide that if a Concession is not obtained as laid down by Section 12 it is null and void. If at any time before the Enquiry or at the enquiry Section 12 has been observed, the Court may grant a Certificate of Validity - If within the two years provided for by Section 10 the Court finds that the provisions of Section 12 have not been observed, the Court may adjourn the Enquiry for the provisions of Section 12 to be complied with. 30

If there is time in which to comply with the requirements of Section 12, the Concession cannot be declared invalid.

Opposers say they are taking advantage of the slip of Claimants to comply with Section 12.

Exhibit "A" was a valid agreement for a lease even if it did not comply with Section 12.

Walsh v. Lonsdale. 11 Halsbury paragraph 544 3rd Edition.

Principle has been extended to meet case of a Conveyance that would otherwise be void.

13 Halsbury page 91 paragraph 83 2nd Edition.

10 As to Liverpool Borough Bank v. Turner, there was an absolute prohibition in the earlier act and that public policy required it to be extended to the later Act.

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Court Notes of Counsel's Arguments for the Claimants-Respondents in No.447 and for the Opposers-Respondents in No.450.

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COURT NOTES OF ARGUMENTS IN REPLY OF COUNSEL FOR OPPOSERS-APPELLANTS IN NO.447 AND FOR CLAIMANTS-APPELLANTS IN NO.450.

Foot in reply -

20 Sections 3, 8 & 10 expressly provide that the Concession shall be null and void, so I refer to Liverpool Borough Bank case - Public policy - To insist upon certain steps before there can be a concession.

Another answer, going to root of case but not dealt with by Counsel for Respondent.

30 Looking at pleadings. Opposers say Claimant is not entitled to a Certificate of Validity because Claimants have not observed Section 12 of Ordinance. Court is not entitled to consider conduct of Opposers in obtaining their leave. That might be a matter for consideration if the Opposers application as Claimants in respect of their lease arises.

Q. Issue is whether under terms of Ordinance Ramias are entitled to Certificate of Validity as to either of their agreement.

Section 12 lays down procedure for Concession in Ashanti - if procedure is not observed, there is no concession.

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Court Notes of Arguments in Reply of Counsel for Opposers-Appellants in No.447 and for Claimants-Appellants in No.450.

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The Court cannot perfect an imperfect concession.
The power of the Court in this matter must be found
in the Ordinance - Special procedure specially
created for a special class of persons.

The two Deeds are distinct - create different in-
terests.

Submits this point has not been amended.

Section 15 gives wide powers, but Court cannot
waive statutory provisions.

A Concession cannot be held outside the Ordinance, 10
that would defeat object Legislature intended.

As to 11 Halsbury p.338 paragraph 544, in the
present case the Opposers African Woods owe no
duty to Ramia.

Walsh v. Lonsdale cannot be extended to bind a
stranger to a contract. Here a stranger had no-
tice of a perfectly good defect - Was entitled to
negotiate lease for himself.

C.A.V.

(Intd.) J.H.C., P. 20

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JUDGMENT OF WEST AFRICAN COURT OF APPEAL

IN THE WEST AFRICAN COURT OF APPEAL
GOLD COAST SESSION

Coram:

Coussey, P.
Korsah, J.A.
Baker, Ag. J.A.

Civil Appeal No.72/55

19th March, 1956. 30

Concession Enquiry No.447 (Ashanti) (Finaso and
Oda River Forest Reserve Timber Concession)

Edward Ramia, Limited, Claimants-Respondents

African Woods Limited, Opposers-Appellants

- and -

Concession Enquiry No.450 (Ashanti) (Finaso and
Oda River Forest Reserve Timber Concession)

Edward Ramia, Limited, Opposers-Respondents

African Woods Limited, Claimants-Appellants

(Consolidated)

40

J U D G M E N T

10 COUSSEY, P.: This is an appeal from a Judgment of the Land Court, Ashanti Judicial Division at Kumasi, delivered on the 13th January 1955 in consolidated applications by the Claimant Edward Ramia Ltd., in Concession Enquiry No.447 (Ashanti) and by the Claimant African Woods Ltd., in Concession Enquiry No.450 (Ashanti) whereby the Court dismissed the opposition of African Woods Ltd., as Opposer in Enquiry No.447 (Ashanti) to the grant of a Certificate of Validity to Edward Ramia Ltd., in respect of a concession, notice of which was filed on the 20th July 1953.

20 The claim of African Woods Ltd., to a concession in Enquiry No.450 (Ashanti) in respect of land, part of which is the same as that claimed by Edward Ramia Ltd., in Enquiry No.447 (Ashanti) was not dealt with by the Court owing to the view it took adverse to African Woods Ltd., as to the rights of the parties under their competing concessions.

The following facts are material to a decision of this matter.

30 The Claimant-Respondent in Enquiry No.447 who will be referred to as the Respondent, filed on the 20th July 1953, under Section 8(1) of the Concessions Ordinance, to be set out later, notice of a concession dated the 26th May 1953 granted to him by the Stool of Bekwai acting by its responsible authorities, the Omanhene and Linguist of the Stool. On the 30th March 1954 the Respondent filed under Section 8(4) of the Ordinance, to be set out later, a supplementary document dated 26th February 1954 between the same parties in support of the concession of which notice had already been filed on the 20th July 1953 in Enquiry No.447.

40 There is in the record of appeal, without endorsement as to date of filing, a notice dated 20th November 1953 by the Opposer-Appellant, who will be referred to as the Appellant, of a concession dated the 3rd October 1953 granted to him by the same Stool of Bekwai, acting by its responsible authorities embracing a considerable part of the land comprised in the concession claimed by the Respondent.

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Pursuant to Section 14 of the Ordinance, the Appellant, by notice filed on the 4th June 1954, entered opposition to the grant of a Certificate of Validity to the Respondent as to the concession the subject matter of Enquiry No.447 in so far as it purported to be coincident with the grant claimed by the Appellant by virtue of this concession and which is the subject matter of Enquiry No. 450 (Ashanti).

The material ground of opposition was that the Respondent's lease was not granted in accordance with the provisions of Section 11 (now Section 12) of the Concessions Ordinance and is therefore not a concession.

The supplementary document filed by the Respondent contains the following recital:

"Whereas by an Indenture of Lease dated the 26th May 1953, and made between the Lessors herein of the one part and the Lessee herein of the other part All that piece or parcel of land intended hereby to be demised, was granted by the Lessors to the Lessee, which said lease is filed in the Concessions Court, Kumasi, Ashanti, and numbered as No.447 Kumasi, And Whereas it has been found that the said lease should have been signed in the presence of the Government Agent who should approve of the terms and conditions therein provided for concession purposes, and Whereas the said formality has now been complied with and it is expedient to supplement the said Indenture of Lease by these presents, and be read as one with the same".

It is observed that although this deed is expressed to be supplementary to the Respondent's lease of the 26th May 1953, it contains a present demise "from the date of these presents", namely, 26th February 1954 whilst the term of the original lease runs from its date, namely the 26th May 1953 and, further, the areas of land differ, the first being as to 82.3 square miles and the supplementary lease as to 64.43 square miles.

It is convenient here to set out the material sections of the Concessions Ordinance Cap. 136. The sections are numbered as in the 1951 edition of the Laws of the Gold Coast.

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"2. In this Ordinance -

"Concession" means any instrument whereby any right title or interest in or to land, or in or to minerals, timber, rubber, or other products of the soil in or growing on any land or the option of acquiring any such right, title or interest purports to be granted or demised by a native..."

10 "3(1) Any agreement whereby any right, interest, or property in, to or over land, in or to minerals, metals, precious stones, timber, rubber or other products of the soil in or growing on any land, or the option of acquiring any such right, interest or property, purports to be granted by a native to a person who is not a native, shall be void unless it is in writing".

"4(1) x x x Every concession shall be held to be under and subject to the operation of this Ordinance".

20 "6. The Court shall have power, jurisdiction, and authority to enquire into and certify as valid or invalid any concession, except so far as otherwise provided in this Ordinance and shall exercise such power, jurisdiction and authority subject to and in accordance with the provisions of this Ordinance..."

30 "8(1). Notice of every concession shall within two months of the date thereof be filed in the Court having jurisdiction to enquire into the concession by the person claiming to be entitled to the benefit thereof (hereinafter called the Claimant)".

"8(3) The notice shall be in Form A of the Schedule and shall contain the particulars specified in the said form and together with the said notice there shall be delivered a plan of the land comprised in such concession which shall be prepared in accordance with any regulations from time to time made under Section 5".

40 "8(4) The Claimant shall also file within the said period of two months such other documents (including a copy of the concession) or duly certified copies thereof as he relies upon in respect of his right to the concession and together with

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"any such documents there shall be filed a list of
"such documents in such form as may be provided by
"rule: Provided that the filing of any such copies
"shall not be deemed to render unnecessary the due
"production at the enquiry into any concession or
"at the trial of any questions relating thereto of
"the original document so relied upon".

"8(5) Every concession, in respect of which
"compliance has not been made with the provisions
"of this section, shall on the expiration of two
"months after the date of the concession, become
"null and void and all rights of the Claimant with
"respect to the concession shall thereupon deter-
"mine absolutely:

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"Provided that the Court may in its discretion
"for good cause shown, and upon such terms as to
"it seem fit, extend the said period of two months
"for one or more terms not exceeding in all four
"months.

"12(1) Any person desiring to obtain a conces-
"sion in respect of an area of land of which either
"the whole or the greater part is situate in Ash-
"anti shall make application to the chief or chiefs
"concerned for the grant of such concession and
"the chief or chiefs concerned may grant such con-
"cession".

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"(2) Any person who has made application as
"aforesaid (hereinafter called the Applicant) shall
"give notice in writing to the Chief Regional Of-
"ficer of Ashanti of such application".

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"(3) Upon receipt of any such notice the Chief
"Regional Officer of Ashanti shall instruct the
"Chief or Chiefs concerned to appear before him or
"before a Government Agent, and the Chief Regional
"Officer or Government Agent shall ascertain from
"them, in the presence of the Applicant or his
"Agent, whether they are willing to grant the con-
"cession applied for, and shall make such other
"enquiries touching the grant of the concession as
"he shall consider necessary, and shall arrange
"with the Applicant or his agent in the presence
"of the chief or chiefs concerned the sum which
"should be paid annually in consideration of the
"concession".

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"(4) The terms of the agreement reached between the applicant and the chief or chiefs concerned after the aforesaid appearance before the Chief Regional Officer or Government Agent shall be embodied by the applicant in a concession which shall contain full particulars of the boundaries and which shall be executed by the interested parties in the presence of the Chief Regional Officer or a Government Agent, and the Chief Regional Officer or the Government Agent before whom any such interested party executes such concession shall certify to the due execution of such concession by such party".

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"13. No concession shall be certified as valid

x x x x

"(11) Unless, in the case of a concession granted in respect of an area of land of which either the whole or the greater part is situate in Ashanti, the concession has been obtained in accordance with the provisions of Section 12".

The concessions claimed in this matter are in Ashanti and are in respect of timber rights.

The object of the Concessions Ordinance is the protection of landowners from being fraudulently dealt with, to prevent the tying up of large areas of land in the hands of speculative or impecunious concessionaires who, from want of capital or other causes are unable to work the land comprised in a concession and "for the validation at the sight of the Court of Concessions granted of mining rights, rights of cutting timber &c., and for regularising of the rights of competing concessionaires by establishing priority among them inter se" - The Wassaw Exploring Syndicate Ltd. v. African Rubber Co., Ltd., 1914 A.C. 626 at p.628.

In the judgment appealed from, the learned Judge held:

"Although the provisions of Section 11 (Section 12 in the 1951 edition of the Laws) prescribe the manner in which a concession can be obtained in respect of land in Ashanti, I think that the intention of the legislature is purely to protect the grantors of such concessions from the exploitation of unscrupulous persons. I also think that

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"where the grantors themselves have not raised any
"objection to the terms contained in the lease, as
"has not been done in the case of the lease gran-
"ted to the Claimants (the Respondents), it will
"be inequitable to say that the lease granted as
"such was null and void".

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In a further passage the learned Judge held:
(p.41)

"In the Concessions Ordinance I see nothing
"which forbids an owner of land and a person who
"seeks to acquire a concession from doing so with-
"out the consent of the Chief Commissioner. It
"clearly states that the application shall be made
"to the chief or chiefs concerned for the grant of
"such concession and further, that he shall give
"notice in writing of such application to the Chief
"Commissioner. I also see nothing in the Ordinance
"which states that, if this is not done, the Con-
"cession shall be null and void. The Ordinance
"states that the concession shall not be valid. I
"think it is the Court which can describe a con-
"cession not complying with the provisions of Sec-
"tion 11 (now 12) of the Concessions Ordinance as
"invalid".

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"In this case the grantors have not sought to
"repudiate their contract with the grantees (the
"Respondents). Both the grantors and the grantees
"agreed to remedy the error, and did so by execu-
"ting a second lease in compliance with the pro-
"visions of the Concessions Ordinance: but before
"that the Opposers who had notice of the grant to
"the Claimants took a concession in respect of a
"portion of the same land".

30

The question turns on whether Section 11 (now
Section 12) of the Ordinance, which lays down the
procedure to be followed to obtain a concession in
Ashanti, is imperative or directory. The Appellant
submits that it is mandatory and that a failure by
a concessionaire to give notice to the Chief
Regional Officer of his application to the chief
for the grant of the concession; a failure of the
chief and the concessionaire to appear before the
Chief Regional Officer or a Government Agent as
prescribed in Section 12(3), cannot be remedied.
It is also argued by reference to Section 12(4)
that no concession can come into being until after

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the concessionaire and Chief have settled the terms of agreement before the Chief Regional Officer or Government Agent. Section 12(4) also provides that the instrument, which is the concession shall be executed by the parties before the Chief Regional Officer or Government Agent who shall certify to the due execution of the concession. The Respondent, on the other hand, contends that the Ordinance does not stipulate that if a concession is not obtained as laid down by Section 12 it is null and void and it is argued that if at any time before the enquiry by the Court the terms of Section 12, which are directory, have been observed, the Court may grant a Certificate of Validity.

10

As to whether Section 12 is imperative or directory a fair statement of the principles to be applied is contained in the judgment of Denman, J. in Caldow v. Pixell (1877) 36 L.T. p.469 at p.470:

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"It would not be easy to lay down a stricter rule than that laid down by Lord Campbell in the case of Liverpool Borough Bank v. Turner (2 D.F. & J. 502; 3 L.T. Rep. N.S. 474), mentioned by Sir Peter Maxwell in his work upon the construction of statutes, who says (p.331), "When a statute commands that something shall be done, or done in a particular manner, the important question arises, when the statute is silent respecting it, whether the command is to be considered as a mere direction or instruction of no obligatory force, and involving no invalidating consequences for its disregard; or as imperative, with an implied nullification for disobedience. No rule can be laid down for determining this question beyond the general one, that it depends on the scope and object of the enactment. Though a command to do a thing in a particular way does not necessarily imply a prohibition to do it in any other way, it would, nevertheless, clearly imply it, if, without it, the command would be nugatory, and the aim and object of the Legislature defeated'. In the same work a number of authorities are cited, and two or three other observations are worthy of mention, because they fairly sum up the doctrines of law upon the subject. At page 333 the author says, 'A strong line of distinction may, in general, be drawn between cases when the provisions affect a public duty, and those which relate to a privilege or power. When powers and privileges

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"are granted, subject to compliance with certain
"regulations or conditions, it seems, in general,
"not contrary to justice or policy to exact a
"rigorous observance of them, and it is therefore
"probable that such an observance was deemed essen-
"tial by the Legislature. But when a public duty
"is imposed, and the statute requires that it shall
"be performed in a certain manner, or within a
"certain time, it is difficult to believe that the
"Legislature intended the injustice and inconveni- 10
"ence to others which would result if the act to
"be done were of no legal validity, unless the
"directions of the statute were strictly observed.
"In general, then, it seems that where a statute
"confers a privilege or a power, the regulative
"provisions which it imposes on its acquisition or
"exercise are essential and imperative'. A broad
"line of distinction is drawn further on, at page
"337, 'on the other hand, where the prescriptions 20
"of a statute relate to the performance of a public
"duty, they seem to be generally understood to be
"merely instructions for the guidance and govern-
"ment of those on whom the duty is imposed, or
"directory only. The neglect of them may be pun-
"ishable, indeed, but it does not affect the val-
"idity of the act done in disregard of them. To
"give them that effect would often lead to serious
"inconveniences and absurdity.' The author pro-
"ceeds to give illustrations, and then adds, at 30
"page 340, 'In all cases, however, the question as
"to the Legislature intending a provision to be imper-
"ative or directory, in the sense above-mentioned,
"whether it arises in respect of a power or duty
"or otherwise, is to be determined by weighing the
"consequences of either view. Where the Legisla-
"ture has expressed no intention on the point, that
"intention should be imputed to it which is most
"probable; and it must be that which is most con-
"sistent with reason, and a due regard to conveni-
"ence and justice'". 40

Applying these principles, the words of sec-
tions 12 and 13(11) are to my mind clearly impera-
tive. The Respondent could only take a concession
under the Ordinance and in compliance with Section
12. It is true that there are no negative words
in the sections referred to but the affirmative
words are absolute, explicit and peremptory and
when you find in an Ordinance only one particular
mode of effecting the object, one train of formalities
to be observed, the regulative provisions 50

which the section prescribes are essential and imperative. To render the purpose of Section 12 unmistakable, sub-section 4 provides that the terms of the agreement can only be embodied in a concession after they have been agreed upon before the official named. The policy of the law clearly insists upon strict observance of the steps already alluded to before there can be a concession. Sections 12 and 13(11) are so clearly designed to protect the grantor in the public interest that in my opinion the learned Judge erred in holding that a waiver is possible of any of the conditions of Section 12 and that the grantors had waived them. To accede to this proposition would be to entirely ignore the intention of the Legislature for the public good and to defeat one of the main purposes of the Concessions Ordinance.

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How did the matter stand at the Enquiry in the Court below. The position of the Respondent as Applicant in Enquiry No.447 was analogous to that of a party propounding a will and the position of the Appellant as Opposer was similar to that of a caveator. The burden was on the Respondent. I think it immediately becomes obvious that this appeal must be decided by looking to what the Respondent sought to establish.

The answer is that throughout the proceedings he set up as a concession his lease of the 26th May 1953. That deed may be good as a demise of land and the covenants therein no doubt are binding on the parties, but it never came into existence as a concession owing to non-observance by the parties of the imperative provisions of Section 12. This, the Respondent admits, but he claims that the Respondent's original lease and the supplemental lease are all one transaction and that, as the supplementary lease was obtained in accordance with the provisions of Section 12, it has, by virtue of the recital therein which has already been set out, a retrospective operation so as to rectify and transform into a concession what had not hitherto been a concession.

Unfortunately the Respondent was in a dilemma. If he abandoned his notice of concession in Enquiry No.447 as to the demise of the 26th May 1953 and set up the second instrument of the 23rd March 1954 as a new concession, his right would be postponed

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

—
No.23.

Judgment of
West African
Court of Appeal.

19th March,
1956

- continued.

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No.23.

Judgment of
West African
Court of Appeal.

19th March,
1956

- continued.

by the Appellant's concession which had meanwhile been granted on the 20th November 1953 in strict accordance with Section 12. The Respondent therefore elected to take his stand on the instrument of the 26th May 1953 claiming that it was a concession by the subsequent agreement of the parties as expressed in the supplementary deed. But although a voidable act may be ratified by matter subsequent, it is otherwise when an act is originally and in its inception imperfect, to say the least of it. And apart from the fact that an instrument imperfect as a concession cannot be perfected by a subsequent instrument, particularly after notice filed of the imperfect instrument as a concession, the record shows that the Respondent filed the supplementary lease not within 2 months of the date of his purported concession of 26th May 1953 and therefore not in compliance with Section 8(4) of the Ordinance. It was in fact filed after the period stated without application to the Court showing good cause. 10 20

This applies also to the Respondent's notice of concession. It was filed in Court after more than two months had elapsed from the date of the purported concession and no extension of time had been obtained from the Court for filing the notice under the proviso to Section 8(5).

No equities whatever are raised in the matter of Enquiry No.447 in favour of the Respondent. He had given notice of a concession which does not comply with the Ordinance as a concession; that notice was filed out of time without leave of the Court. The supplementary lease upon which he relies is ineffective to remedy the original deed; it also was filed out of time and without obtaining an extension of time; it was not filed as a separate concession. 30

On every aspect of the matter, not only should the opposition in my opinion have been upheld, but there was in fact no matter properly before the Court below upon which it could exercise its jurisdiction to declare valid the Respondent's purported concession. 40

I would allow this appeal, set aside the judgment of the Court below, declare the Respondent's concession invalid and remit the matter to

the Court below to adjudicate upon the Appellant's application in Enquiry No.450 (Ashanti).

The Appellant will have costs in this Court allowed at £100/6/- and in the Court below to be taxed.

(Sgd.) J. Henley Coussey,
P.

KORSAH, J.A.: I concur. (Sgd.) K.A. Korsah,
J.A.

10 BAKER, AG. J.A.: I concur (Sgd.) Francis H. Baker
Dingle Foot (Mead with him) for the Appellant.
Blay for the Respondent.

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No.23.

Judgment of
West African
Court of Appeal.

19th March,
1956

- continued.

No. 24.

COURT ORDER ON JUDGMENT OF WEST AFRICAN
COURT OF APPEAL

19th March, 1956.

In the West African Court of Appeal,
Gold Coast Session:

Coram Coussey, P., Korsah and Baker, JJ.A.

20 Concession Enquiries Nos.447 & 450 (Ashanti) etc.
(Consolidated)

African Woods Ltd.

v.

Edward Ramia Ltd.

Continued from page 341.

Counsel as before.

Judgment read by President allowing appeal.

30 The appeal is allowed. Judgment of the Court
below is set aside and the Respondents Concession
is declared invalid. Matter remitted to Court be-
low to adjudicate on Appellants application in En-
quiry No. 450 (Ashanti).

Costs for Appellant allowed at £100/6/-.

Costs of Appellant in Court below to be taxed.

(Sgd.) J. Henley Coussey,
P.

No.24.

Court Order on
Judgment of
West African
Court of Appeal.

19th March 1956.

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No.25.

Notice of
Intention to
Appeal to
Privy Council.
7th April 1956.

No. 25.

NOTICE OF INTENTION TO APPEAL TO PRIVY COUNCIL

IN THE WEST AFRICAN COURT OF APPEAL
GOLD COAST SESSION
ACCRA.

Concession Enquiry No.447 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

Edward Ramia Limited	Claimants- Respondents	10
African Woods Limited	Opposers- Appellants	

- and -

Concession Enquiry No. 450 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession).

Edward Ramia Limited	Opposers- Respondents	
African Woods Limited	Claimants- Appellants	20
(Consolidated)		

NOTICE OF INTENTION TO APPEAL

TAKE NOTICE that the Claimant-Opposer herein
intends to appeal from the Judgment of the West
African Court of Appeal dated the 19th day of
March, 1956, to Her Majesty's Judicial Committee
of the Privy Council in England.

Dated at Sekondi this 7th day of April, 1956.

(Sgd.) R.S. Blay
COUNSEL FOR APPELLANT. 30

THE REGISTRAR,
WEST AFRICAN COURT OF APPEAL,
ACCRA.

AND TO AFRICAN WOODS LTD.,
OR THEIR SOLICITORS MESSRS. J.J. PEELE & CO.,
KUMASI.

No. 26.

MOTION FOR CONDITIONAL LEAVE TO APPEAL
TO PRIVY COUNCIL

IN THE WEST AFRICAN COURT OF APPEAL
GOLD COAST SESSION
ACCRA.

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No.26.

Motion for
Conditional
Leave to Appeal
to Privy
Council.

7th April, 1956.

10 Concession Enquiry No. 447 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

EDWARD RAMIA LIMITED Claimants-
Respondents

AFRICAN WOODS LIMITED Opposers-
Appellants

- and -

20 Concession Enquiry No. 450 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

EDWARD RAMIA LIMITED Opposers-
Respondents

AFRICAN WOODS LIMITED Claimants-
Appellants

(Consolidated)

30 TAKE NOTICE that this Honourable Court will
be moved on Thursday the 28th day of June, 1956 at
9 a.m. or so soon thereafter as Counsel for the
Appellant can be heard for Conditional Leave to
Appeal to Her Majesty's Judicial Committee of the
Privy Council from the judgment of this Court dated
the 19th day of March, 1956 AND for such other re-
lief or Order as to the Court may seem just: and
for a stay of execution pending the hearing and the
determination of the appeal.

Dated at Sekondi this 7th day of April, 1956.

(Sgd.) R.S. Blay,
COUNSEL FOR APPELLANT.

THE REGISTRAR,
THE WEST AFRICAN COURT OF APPEAL,
ACCRA.

40 AND TO AFRICAN WOODS LIMITED,
OR THEIR SOLICITORS MESSRS. J.J. PEELE & CO.,
OF KUMASI.

CERTIFICATE OF SERVICE

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No.26.

Motion for
Conditional
Leave to Appeal
to Privy Council.

7th April, 1956
- continued.

Upon the 30th day of May, 1956 at 9 a.m. a copy of this Motion paper together with attached Affidavit in support and Notice of Intention to Appeal was served by me on African Woods Limited through their Assistant Manager, Mr. L.F. Walter personally in his office at Kumasi, Ashanti.

(Sgd.) ? ? ?

Bailiff

30/5/56.

10

No.27.

Affidavit of
Edward Ramia in
Support of
Motion.

9th April, 1956.

No. 27.

AFFIDAVIT OF EDWARD RAMIA IN SUPPORT OF MOTION

IN THE WEST AFRICAN COURT OF APPEAL
GOLD COAST SESSION
ACCRA.

Concession Enquiry No. 447 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

EDWARD RAMIA LIMITED

Claimants-
Respondents

20

AFRICAN WOODS LIMITED

Opposers-
Appellants

- and -

Concession Enquiry No. 450 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

EDWARD RAMIA LIMITED

Opposers-
Respondents

AFRICAN WOODS LIMITED

Claimants-
Appellants

30

AFFIDAVIT OF EDWARD RAMIA

I, Edward Ramia of Obuasi, make Oath and say as follows :-

1. That I am the Managing Director of the Claimant -Opposer in the above Concession.

2. That Judgment was given by this Court on the 19th day of March, 1956, allowing the Appeal of the Opposers in Concession Enquiry No.447 (Ashanti).
3. That the Claimant is aggrieved by the said Judgment and crave conditional leave to appeal to Her Majesty's Judicial Committee of the Privy Council in England.
4. That the subject-matter of this Concession exceeds in value the sum of £1,000: and I make this Affidavit in support of Motion for Conditional Leave to appeal.

10

SWORN at Accra this)
9th day of April, 1956) (Sgd.) E. Ramia.

Before me,
(Sgd.) Dugbartey Narnor
COMMISSIONER FOR OATHS.

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No.27.

Affidavit of
Edward Ramia in
Support of
Motion.

9th April, 1956
- continued.

No. 28.

COURT NOTES GRANTING CONDITIONAL LEAVE TO APPEAL
TO PRIVY COUNCIL.

20

28th June, 1956

In the West African Court of Appeal,
Gold Coast Session

Coram Coussey, P., Korsah, C.J., and Baker, Ag.J.A.
Civil Motion No.21/56.

Concession Enquiries Nos. 447 & 450 (Ashanti) etc.

Edward Ramia Ltd. v. African Woods Ltd.

Application by Edward Ramia Ltd. Claimants-Respondents for conditional leave to appeal to Privy Council.

30

Ohene-Anorbah for Blay for Applicants.

Bossman for Mead for Respondents.

ORDER -

Conditional Leave to Appeal to the Privy Council is granted subject to the following conditions:-

No.28

Court Notes
granting
Conditional
Leave to Appeal
to Privy
Council.

28th June, 1956.

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No.28.

Court Notes
granting
Conditional
Leave to Appeal
to Privy
Council.

28th June, 1956
- continued.

- (a) The Appellants within three months to deposit £500 in Court or to enter into security with two sureties to the satisfaction of the Court in the sum of £500 for the due prosecution of the appeal and the payment of all such costs as may become payable to the Respondents in the event of the Appellants not obtaining an Order granting them final leave to appeal or of the appeal being dismissed for non-prosecution or of Her Majesty in Council ordering the Appellants to pay the Respondents' costs of the appeal.

10

The question of the sufficiency of the security is to be decided by a single Judge of the Court upon motion by the Appellants due notice thereof being given to the Respondents.

- (b) The Appellants to deposit in Court within three months the sum of £40 towards the cost of preparing the record.

- (c) The Appellants within three months to give notice to the Respondents.

20

Costs to be costs in the appeal.

(Sgd.) J. Henley Coussey,
P.

No.29.

Motion on
Notice for
Final Leave
to Appeal to
Privy Council.

December, 1956.

No. 29.

MOTION ON NOTICE FOR FINAL LEAVE TO APPEAL TO
PRIVY COUNCIL

IN THE WEST AFRICAN COURT OF APPEAL,
GOLD COAST SESSION, ACCRA.

Concession Enquiry No. 447 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

30

EDWARD RAMIA LIMITED

Claimants-
Respondents

AFRICAN WOODS LIMITED

Opposers-
Appellants

- and -

Concession Enquiry No. 450 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

EDWARD RAMIA LIMITED Opposers-
Respondents

AFRICAN WOODS LIMITED Claimants-
Appellants

(Consolidated)

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

No.29.

Motion on
Notice for
Final Leave
to Appeal to
Privy Council.
December, 1956
- continued.

10 TAKE NOTICE that this Honourable Court will
be moved on Monday the 7th day of January, 1957,
at 9 a.m. or so soon thereafter as Counsel for the
Appellants can be heard for Final Leave to Appeal
to Her Majesty's Judicial Committee of the Privy
Council from the judgment of this Court dated the
19th day of March, 1956 AND for such other relief
or Order as to the Court may seem just AND/OR for
STAY OF EXECUTION pending the hearing and deter-
mination of the appeal to the Privy Council herein.

20 DATED AT KUMASI this DAY OF DECEMBER,
1956.

(Sgd.) J.N. Heward-Mills
COUNSEL FOR APPELLANTS.

THE REGISTRAR,
WEST AFRICAN COURT OF APPEAL,
ACCRA.

AND TO AFRICAN WOODS LIMITED
OR THEIR SOLICITORS MESSRS. J.J. PEELE & CO.,
OF KUMASI.

CERTIFICATE OF SERVICE

30 Upon the 10th day of December, 1956, a copy
of this Motion paper attached with Affidavit were
served by me on Messrs. J.J. Peele & Co., through
their Law Clerk Mr. Arthur personally at Kumasi,
Ashanti.

(Sgd.) ? ? ?

Bailiff

11/12/56.

No. 30.

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

AFFIDAVIT OF EDWARD RAMIA IN SUPPORT.

IN THE WEST AFRICAN COURT OF APPEAL,
GOLD COAST SESSION, ACCRA.

No.30.

Affidavit of
Edward Ramia
in Support.
1st December,
1956.

Concession Enquiry No. 447 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

EDWARD RAMIA LIMITED Claimants-
Respondents

AFRICAN WOODS LIMITED Opposers-
Appellants

10

- and -

Concession Enquiry No. 450 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

EDWARD RAMIA LIMITED Opposers-
Respondents

AFRICAN WOODS LIMITED Claimants-
Appellants

20

(Consolidated)

AFFIDAVIT OF EDWARD RAMIA

I, EDWARD RAMIA of Obuasi, make oath and say as follows :-

2. I am the Managing Director of the Claimants-
Opposers in the above Concession.

3. That Judgment was given against the said Claim-
ants-Opposers by the West African Court of Ap-
peal on or about the 19th day of March, 1956,
allowing the Opposers appeal in respect of Con-
cession Enquiry No. 447 (Ashanti).

30

4. That the Opposers-Respondents in Enquiry No.450
(Ashanti) obtained on the 28th day of June, 1956
Conditional Leave to appeal to the Judicial
Committee of the Privy Council herein.

5. That the would-be Appellants have deposited in
the Registry of the West African Court of Appeal,
Accra, two sums of £40 and £500 towards prepar-
ation of the record of proceedings and against
costs on appeal respectively.

- 6. That there has been default in carrying out the third condition of appeal, namely, giving notice of appeal to the Respondents - African Woods Ltd.
- 7. That I am advised by Counsel and verily believe that default in giving notice of appeal is not necessarily fatal to the appeal proceedings since we had given due notice of our intended application for leave to appeal to the Respondents within the period of time prescribed by the Order in Council, 1949.
- 8. That the Opposers-Respondents are desirous of pursuing their appeal to the Privy Council, and I swear to this Affidavit in support of application for Final Leave to appeal to the Judicial Committee of the Privy Council, England.

10

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SWORN at Accra this 1st }
 day of December, 1956 } (Sgd.) E. Ramia.

Before me,
 (Sgd.) R.O. Aryee
 COMMISSIONER FOR OATHS.

In the
 West African
 Court of Appeal
 Gold Coast
 Session, Accra.

No.30.

Affidavit of
 Edward Ramia
 in Support.

1st December,
 1956

- continued.

No. 31.

ORDER GRANTING FINAL LEAVE TO APPEAL
 TO HER MAJESTY IN COUNCIL.

7th January, 1957.

In the West African Court of Appeal,
 Gold Coast Session.

Coram Coussey, P., Korsah, C.J., and Verity, Ag.
 J.A.

Civil Motion No.81/56.

10

Concession Enquiry No. 447 (Ashanti)
 (Finaso and Oda River Forest Reserve
 Timber Concession)

EDWARD RAMIA LIMITED

Claimants-
 Respondents

AFRICAN WOODS LIMITED

Opposers-
 Appellants

- and -

No.31.

Order granting
 Final Leave to
 Appeal to Her
 Majesty in
 Council.

7th January,
 1957.

In the
West African
Court of Appeal
Gold Coast
Session, Accra.

Concession Enquiry No. 450 (Ashanti)
(Finaso and Oda River Forest Reserve
Timber Concession)

EDWARD RAMIA LIMITED

Opposers-
Respondents

No.31.

AFRICAN WOODS LIMITED

Claimants-
Appellants

Order granting
Final Leave to
Appeal to Her
Majesty in
Council.

7th January,
1957
- continued.

Motion on Notice by Edward Ramia Limited, Appel-
lants, for final leave to appeal to the Privy
Council and for Stay of execution pending deter-
mination of appeal.

10

Mr. Djabanor moves. Refers to Affidavit filed
in support.

No appearance for Respondents.

By Court -

Order for final leave as prayed.

Application for Stay of Execution refused.

(Sgd.) J. Henley Coussey,
P.

EXHIBITS

EXHIBIT 1. - AGREEMENT BETWEEN NANA POKU IV
AND OTHERS and EDWARD RAMIA LIMITED

Exhibits

Exhibit 1.

Tendered in evidence by Mr. Blay, no objection, accepted and marked Exhibit "1" in re Concession Enquiry Nos. 447 and 450. Finaso and Oda Forest Reserve Timber Concession.

Agreement between Nana Poku IV and Others and Edward Ramia Limited.

Sdi 387/53.

C.O. Quao
Court Clerk
1.11.54.

26th May, 1953.

10 Deeds Registry No.1417/1953.

Gold Coast
Twenty-five Pounds
Stamp Duties

Gold Coast
Five Pounds
Stamp Duties

20

30

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THIS INDENTURE made the 26th day of May in the year of Our Lord One thousand nine hundred and fifty-three (1953) BETWEEN Nana Poku IV, Omanhene of Bekwai, Ashanti, Acting for himself and as the representative of the elders, councillors linguists and people of the Stool of Bekwai, Ashanti, whose assent to or concurrence in THESE PRESENTS are requisite or necessary according to Native Law and Custom of the said Stool, which assent or concurrence is testified by the execution of these presents by some of such elders councillors linguists and people (hereinafter called the lessors and including in that term his heirs successors in title and assigns) and the Chairman for the time being of the Bekwai Local Council (Bekwai Ashanti) (hereinafter called the Confirming Party and including in that term his successors) of the one part and Edward Ramia Limited, Timber Merchants, of Post Office Box 138 Kumasi, Ashanti (hereinafter called the Lessees and including in that term his successors and assigns) of the other part WITNESSETH that in consideration of the sum of £10 paid by the lessee to the lessors on or before the execution of these presents (the receipt whereof the lessors do hereby acknowledge) and in further consideration of the rents hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of the lessee to be paid observed and performed, the lessors do hereby demise and lease unto the lessee ALL THAT PIECE OR PARCEL OF LAND KNOWN AS FINASO AND ODA RIVER FOREST RESERVE TIMBER CONCESSION lying and situate in the Bekwai Division, under the Bekwai Local Council,

Exhibits

Exhibit 1.

Agreement
between Nana
Poku IV and
Others and
Edward Ramia
Limited.

26th May, 1953
- continued.

Ashanti, shewn on the plan attached hereto and more particularly described in the Schedule hereunder written TOGETHER with all timber, timber-like trees, saplings and undergrowth now growing or being or hereafter to grow or be upon the said demised premises TO HOLD the same unto the Lessee for a term of 15 years from the date of THESE PRESENTS determinable nevertheless by the Lessee as hereinafter mentioned YIELDING AND PAYING therefor yearly and every year during the said term the Annual Occupation Rent of £10 payable annually PROVIDED ALWAYS and it is hereby expressly agreed that the Lessee shall pay for each Mahogany tree felled by him the sum of £5/5/-, Avodire £2, Baku £3.5/-, Sapale £3.5/-, Edinam £3, Utile £3, Ofram £1.15/-, Emerim £2.10/-, Dahoma £2.5/-, Gua-rea £2, Kusia £1.15/-, Mansonia £1.15/-, Wawa £2.5/-, Odum £5, Denya £1.15/- and Danta 35/- and these payments shall be in lieu of Working Rents, PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED that the Lessee shall pay to the Lessors each year a Royalty of £100 AND the Lessors do hereby by these presents grant to the Lessee the full and exclusive right to hew cut down and fell all or any of the timber or timber-like trees saplings and undergrowth now growing or being or hereafter to grow or be on the said demised premises and carry away the same and make such use of the same and make and continue such railroads or other roads paths and passages over and along the hereinbefore demised premises and from time to time to discontinue the same or any of them as the Lessee shall think fit necessary or convenient for the purposes aforesaid or for more effectually enabling him to obtain access to the aforesaid timber and to carry away the same and also to dam up and divert in any manner all water watercourses arising in or running through or coming into the hereinbefore demised premises and also to cut any channels canals or trough for the purposes of conducting and conveying any such water in through or over any part of the hereinbefore demised premises ALSO to lay pipelines culverts and other contrivances as to the Lessee may seem necessary for the purpose of getting and conveying any such waters ALSO to erect Pumping Stations or Pipelines to another Concession as to the Lessee may think fit AND with liberty to the Lessee to sell assign dispose of or underlease the whole or any part of the hereinbefore demised premises AND with liberty to use such other devices

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and means as shall be found necessary or convenient AND the Lessors give the Lessee the Surface Rights over a part of the Concession not exceeding an area of a Square Mile and within this area to create village or compound which the Lessee may undertake to fence or leave unfenced all such villages or compound for the accommodation of any servants of the Lessee or of any other persons as the Lessee may consider necessary or expedient to create such tenancies and to charge and collect for its benefit such rents in respect of such tenancies or of the occupation of any such buildings fences yards houses and stores as the Lessee may from time to time determine To make such regulations for the inhabitation and sanitation of all or any part of the said village or compound as the Lessee may deem necessary Provided always and it is hereby agreed and declared that the Lessors their people and servants shall at all times have the liberty to hunt and snare games gather firewoods and building materials for their dwellinghouses and to till and cultivate their farms and plantations so far as the same can be done without causing interruption to any operations carried on under the powers and privileges hereby granted AND THE LESSEE doth hereby covenant with the Lessors in manner following that is to say, that he the Lessee shall and will pay the rent hereinbefore reserved and made payable by him at the time and in the manner hereinbefore appointed for the payment thereof PROVIDED ALWAYS and it is hereby agreed and declared that if the rent hereby reserved or any part thereof respectively shall at any time remain unpaid for the space of three (3) calendar months next after the appointed time for the payment then and in such case it shall be lawful for the Lessors into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in their former estate PROVIDED ALWAYS and it is hereby agreed and declared that it shall be lawful to determine the said term hereby granted with respect to the hereinbefore demised premises giving to the Lessors at any time three (3) months' notice in writing in that behalf and thereupon the expiration of the notice in writing the said term hereby granted and the rents hereinbefore reserved shall accordingly cease and determine but without prejudice to any remedy of the lessee for any previous breach of the covenants herein contained or any of them

Exhibits

Exhibit 1.

Agreement
between Nana
Poku IV and
Others and
Edward Ramia
Limited.

26th May, 1953

- continued.

Exhibits

Exhibit 1.

Agreement
between Nana
Poku IV and
Others and
Edward Ramia
Limited

26th May, 1953
- continued.

AND the Lessors do hereby covenant with the Lessee that the Lessee paying the rent and the costs of the timber and timber-like trees cut down hereinbefore reserved and observing and performing all the covenants and conditions hereinafter contained and on his part to be paid observed and performed shall and may at all times during the term hereby granted peaceably and quietly possess and enjoy the premises hereby demised and exercise the several rights and privileges hereby conferred without any interference by the Lessors or any person or persons lawfully or equitably claiming under them or any of them AND ALSO that the Lessee may within the space of six (6) calendar months after the expiration or sooner determination of the said term hereby granted carry away and dispose of all the engines machinery articles and things belonging to used or employed in or about the hereinbefore demised premises and works by the Lessee during the said term IN WITNESS whereof the said parties to these presents have hereunto set their hands marks and seals the day and year first above-written.

10

20

SIGNED SEALED MARKED AND DELIVERED)
by the said Nana Kwami Poku IV,)
Omanhene of Bekwai, together with)
his elders, councillors, linguists)
and people and by the Chairman for)
the time being of the Bekwai Local)
Council, this instrument having)
been first read over interpreted)
and explained to them in the Ash-)
anti language by Harry Hall of)
Bekwai and they seemed perfectly)
to understand the same before)
making their marks thereto in the)
presence of :-

K. Poku IV
BEKWAIHENE
(L.S.)
BEKWAIHEMAA
Nana Adwoa
Pinamang (L.S.)
KRONTIHENE
Nana Osei
Kwaku x (L.S.)
TWAFOHENE Nana
Kwabena Gu x
(L.S.)

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Harry Hall,
STATE SECRETARY, BEKWAI.

DWEBISOHENE
Kodjo Boateng
(L.S.)

40

S.R. Erskine,
CLERK BARRISTER BLAY'S OFFICE,
SEKONDI.

E.H.Y. Yeboah
CHAIRMAN, BEKWAI
LOCAL COUNCIL.

Witness to marks:

Harry Hall,
STATE SECRETARY, BEKWAI.

SIGNED SEALED AND DELIVERED)
 by the said Edward Ramia) E. Ramia.
 Limited in the presence of:)

S.R. Erskine,
 CLERK BARRISTER BLAY'S OFFICE, SEKONDI.

Exhibits
 Exhibit 1.

Agreement
 between Nana
 Poku IV and
 Edward Ramia
 Limited.

26th May, 1953
 - continued.

THE SCHEDULE ABOVE REFERRED TO

10 ALL THAT piece or parcel of land known as
 Finaso and Oda River Forest Reserve Timber Conces-
 sion, lying and situate in the Bekwai Division
 under the Bekwai Local Council, commencing as a
 datum at the confluence of the Fina stream and Wo-
 roworo stream near Finaso village at approximate
 latitude 6° 05' 30" N and longitude 1° 47' 53" W
 thence runs along the right bank of the said Fina
 stream in a southerly direction to hit the north
 east corner of the Subin Shelterbelt Forest Reserve
 at approximate latitude 6° 03' 47" N and longitude
 1° 48' 07" W thence runs along the northern bound-
 20 ary of the said Subin Shelterbelt Forest Reserve
 in a westerly direction to where it hit the south-
 east and south-west corner of the Oda River Forest
 Reserve at approximate latitude 6° 03' 04" N and
 longitude 1° 54' 46" W thence runs along the south-
 west and west boundaries of the said Oda River
 Forest Reserve to a point at approximate latitude
 6° 09' 16" N and longitude 1° 59' 35" W thence on
 an approximate true bearing of 90° for an approxi-
 30 mate distance of 16 1/5 miles through the southern
 boundary of the Ashanti Goldfield Corporation Ltd.
 Timber Concession "C" to hit the western boundary
 of the Ashanti Goldfield Corporation Ltd. Timber
 Concession "B" at approximate latitude 6° 09' 16"
 N and longitude 1° 45' 30" W thence follows along
 the western boundary of the said Ashanti Goldfield
 Corporation Ltd. Timber Concession "B" in a south-
 40 erly direction to where it hits the Woroworo stream
 at approximate latitude 6° 06' 25" N and longitude
 1° 45' 30" W thence runs along the right bank of
 the said Woroworo stream in a general south-westerly
 direction to the point of commencement. Having an
 approximate area of 82.3 square miles more or less
 which said piece or parcel of land is more partic-
 ularly delineated on the plan annexed hereto and
 coloured pink for the purpose of identification
 and not of limitation.

On the 1st day of July, 1953, at 11 of the
 clock in the forenoon this instrument was proved

Exhibits
 Exhibit 1.
 Agreement
 between Nana
 Poku IV and
 Edward Ramia
 Limited.
 26th May, 1953
 - continued.

before me by the oath of the within named Solomon Robert Erskine to have been duly executed by the within-named Nana Kwami Poku IV, of the Stool of Bekwai, Ashanti, together with his elders council-lors linguists and people and by the Chairman for the time being of the Bekwai Local Council.

GIVEN under my hand
 J.H. Ghansah
 REGISTRAR, DIVISIONAL COURT, SEKONDI.

This instrument was delivered to me for registra- 10
 tion by R.S. Blay of Sekondi at 9.30 o'clock in
 the forenoon this 13th day of October, 1953.

R.W. Turner,
 REGISTRAR OF DEEDS.

GOLD COAST LAND REGISTRY
 REGISTERED AS NO.1417/1953
 R. W. Turner
 REGISTRAR OF DEEDS.

CONSIDERATION MONEY
FINASO/ODA RIVER TIMBER CONCESSION 20
NATIVE AUTHORITY GENERAL COUNTERFOIL RECEIPT

Native Authority Bekwai State Council.

Date 26.5.1953.

No.486614

Received from Messrs. Edward Ramia Limited of Kumasi the sum of Ten pounds Nil shillings and Nil pence Stool land Revenue (Miscellaneous) being Consideration Money in respect of Timber Concession Agreement dated 26.5.1953 between Nana Kwame Poku IV, Bekwaihene and elders of Bekwai and Messrs. Edward Ramia Ltd., of Kumasi Oda Finaso and Oda River Forest Reserves. 30

£10.

Harry Hall
 STATE SECRETARY.

IN THE SUPREME COURT OF THE GOLD COAST
 DIVISIONAL COURT
 KUMASI, ASHANTI.

IN THE MATTER OF THE LANDS REGISTRY ORDINANCE

I, Solomon Robert Erskine, Clerk Barrister Blay's Office, Sekondi, make oath and say that on the 26th day of May, 1953, I was present and saw 40

10 Nana Kwami Poku IV, Omanhene of Bekwai, Ashanti, Bekwaihemaa Nana Adwoa Dinamang, Krontihene Osei Kwaku, Twafohene Kwabena Gu, Dwebisohene Kofi Boateng and Emmanuel Henry Yaw Yeboah Chairman of the Local Council, Bekwai, duly execute the instrument now produced to me and marked "A" and that the said Nana Kwami Poku IV, Omanhene of Bekwai, Dwebisohene Kofi Boateng and Emmanuel Henry Yaw Yeboah, Chairman of the Local Council Bekwai, can read and write, and that the said Bekwaihemaa Nana Adwoa Finamang, Krontihene Osei and Twafohene Kwabena Gu, cannot read and write and that the said instrument was read over interpreted and explained to them in the Ashanti language by Harry Hall, State Secretary, Bekwai, and they seemed perfectly to understand its provisions before making their marks thereto:

Sworn at Sekondi this)
1st day of July, 1953) S. R. Erskine

20 Before me:

J.H. Ghansah,
REGISTRAR, DIVISIONAL COURT, SEKONDI.

EXHIBIT 2. - AGREEMENT BETWEEN NANA KWAMI POKU IV AND OTHERS and EDWARD RAMIA LIMITED

Tendered in evidence by Mr. Blay, no objection, accepted and marked Exhibit "2" in re Concession Enquiry Nos. 447 and 450 - Finaso and Oda River Forest Reserve Timber Concession.

30 Sdi 289/54.

C.O. Quao
Court Clerk
1.11.54.

Gold Coast
Twenty five pounds
Stamp Duties

Gold Coast
Ten shillings
Stamp Duties.

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THIS INDENTURE made the 26th day of February in the year of Our Lord One thousand nine hundred and fifty-four (1954) BETWEEN NANA KWAMI POKU IV, Omanhene of Bekwai, Ashanti, acting for himself and as the representative of the elders councillors linguists and people of the Stool of Bekwai, Ashanti, whose assent to or concurrence in THESE PRESENTS are requisite or necessary according to Native

Exhibits

Exhibit 1.

Agreement
between Nana
Poku IV and
Edward Ramia
Limited.

26th May, 1953
- continued.

Exhibit 2.

Agreement
between Nana
Kwami Poku IV
and others,
and Edward
Ramia Limited.

26th February,
1954.

Exhibits

Exhibit 2.

Agreement
between Nana
Kwami Poku IV
and others
and Edward
Ramia Limited.

26th February,
1954

- continued.

Law and Custom of the said Stool, which assent or concurrence is testified by the execution of THESE PRESENTS by some of such elders councillors linguists and people (hereinafter called the Lessors and including in that term his heirs successors in title and assigns) AND the Chairman for the time being of the Bekwai Local Council (Bekwai Ashanti) (hereinafter called the Confirming Party and including in that term his successors in title) of the one part and EDWARD RAMIA LIMITED, Timber Merchants of Post Office Box 138, Kumasi, Ashanti, (hereinafter called the Lessee and including in that term his successors and assigns) of the other part WHEREAS by an Indenture of Lease dated the 26th day of May, 1953, and made between the Lessors herein of the one part and the Lessee herein of the other part ALL THAT PIECE OR PARCEL OF LAND intended hereby to be demised, was granted by the Lessors to the Lessee which said lease is filed in the Concessions Court, Kumasi, Ashanti, and numbered as No.447 Kumasi, AND WHEREAS it has been found that the said lease should have been signed in the presence of the Government Agent who should approve of the terms and conditions therein provided for Concession purposes AND WHEREAS the said formality has now been complied with and it is expedient to supplement the said Indenture of Lease by THESE PRESENTS and be read as one with the same, NOW THIS INDENTURE WITNESSETH that in consideration of the sum of £10 paid by the Lessee to the Lessors on or before the execution of THESE PRESENTS (the receipt whereof the Lessors do hereby acknowledge) and in further consideration of the rents hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of the Lessee to be paid observed and performed, the Lessors do hereby demise and lease unto the Lessee ALL THAT PIECE OR PARCEL OF LAND KNOWN AS FINASO ODA RIVER FOREST RESERVE TIMBER CONCESSION, lying and situate at Bekwai Division under the Bekwai Local Council, Ashanti shewn on the plan attached hereto and more particularly described in the Schedule hereunder written TOGETHER with all mature timber and timber-like trees, now growing or being or hereafter to grow or be upon the said demised premises TO HOLD the same unto the Lessee for a term of 15 years from the date of THESE PRESENTS determinable nevertheless by the Lessee as hereinafter mentioned YIELDING AND PAYING therefor yearly and every year during the said

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term the ANNUAL OCCUPATION RENT of £10 payable annually PROVIDED ALWAYS and it is hereby expressly agreed that the Lessee shall pay for each Mahogany tree felled by him the sum of £5.5/-, Avodire £2, Baku £3.5/-, Sapale £3.5/-, Edinam £3, Utile £3, Ofram £1.15/-, Emeri £2.10/-, Dahoma £2.5/-, Guarea £2, Kusia £1.15/-, Mansonia £1.15/-, Wawa £2.5/-, Odum £5, Denya £1.15/- and Danta £1.15/- and these payments shall be in lieu of WORKING RENTS PROVIDED ALWAYS and it is hereby expressly agreed that the Lessee shall pay to the Lessors each year a Royalty of £100 AND THE LESSORS do hereby by THESE PRESENTS grant to the Lessee the full and exclusive right to hew cut down and fell all or any of the mature timber or timber-like trees now growing or being or hereafter to grow or be on the said demised premises and carry away the same and make use of the same and make and continue such railroads paths and passages over and along the hereinbefore demised premises and from time to time to discontinue the same or any of them as the Lessee shall think fit necessary or convenient for the purposes aforesaid or for more effectually enabling him to obtain access to the aforesaid timber and to carry away the same, but subject always in the Oda River Forest Reserve to the prescriptions of the Forestry Department Working Plan, and to dam up and divert in any manner all water watercourses arising in or running through or coming into the hereinbefore demised premises and also to cut any channels canals or trough for the purposes of conducting and conveying any such water in through or over any part of the hereinbefore demised premises ALSO to lay pipe-lines culverts and other contrivances as to the Lessee may seem necessary for the purposes of getting and conveying any such waters ALSO to erect Pumping Stations or Pipelines to another Concession as to the Lessee may think fit AND with liberty to the Lessee to sell assign dispose of or underlease the whole or any part of the hereinbefore demised premises subject to the Forestry Department Authorities approval AND with liberty to use such other devices and means as shall be found necessary or convenient AND the Lessors give the Lessee the Surface Rights over a part of the Concession not exceeding an area of a Square Mile and within this area to create a village or compound which the Lessee may undertake to fence or leave unfenced all such villages or compound for the accommodation of any servants of the Lessee

Exhibits

Exhibit 2.

Agreement
between Nana
Kwami Poku IV
and others
and Edward
Ramia Limited.

26th February,
1954

- continued.

Exhibits

Exhibit 2.

Agreement
between Nana
Kwami Poku IV
and others
and Edward
Ramia Limited.

26th February,
1954

- continued.

as the Lessee may consider necessary or expedient to create such tenancies and to charge and collect for its benefits such rents in respect of such tenancies or of the occupation of any such buildings fences yards houses and stores as the Lessee may from time to time determine To make such regulations for the inhabitation and sanitation of all or any part of the said villages or compound as the Lessee may deem necessary PROVIDED ALWAYS and it is hereby agreed and declared that the Lessors their people and servants shall at all times have the liberty to hunt and snare games, gather fire woods and building materials for their dwelling-houses and to till and cultivate their farms and plantations so far as the same can be done without causing interruptions to any operations carried on under the powers and privileges hereby granted and the Lessee doth hereby covenant with the Lessors in the manner following that is to say, that he the Lessee shall and will pay the rent hereinbefore reserved and made payable by him at the time and in the manner hereinbefore appointed for the payment thereof PROVIDED ALWAYS and it is hereby agreed and declared that if the rent hereby reserved or any part thereof respectively shall at any time remain unpaid for the space of three (3) Calendar months next after the appointed time for the payment thereof then and in such case it shall be lawful for the Lessors into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in their former estate PROVIDED ALWAYS and it is hereby agreed and declared that it shall be lawful to determine the said term hereby granted with respect to the hereinbefore demised premises giving to the Lessors at any time three (3) months' notice in writing in that behalf and thereupon the expiration of the said notice in writing the said term hereby granted and the rents hereinbefore reserved shall accordingly cease and determine but without prejudice to any remedy of the Lessee for any previous breach of the covenants herein contained or any of them AND the Lessors do hereby covenant with the Lessee that the Lessee paying the rent and the costs of the timber or timber-like trees cut down hereinbefore reserved and observing and performing all the covenants and conditions hereinafter contained and on his part to be paid observed and performed shall and may at all times during the said term hereby granted peaceably

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and quietly possess and enjoy the premises hereby demised and exercise the several rights and privileges hereby conferred without any interference by the Lessors or any person or persons lawfully or equitably claiming under them or any of them AND ALSO that the Lessee may within the space of six (6) calendar months after the expiration or sooner determination of the said term hereby granted carry away and dispose of all the engines machinery articles and things belonging to or used or employed in or about the hereinbefore demised premises and works by the Lessee during the said term
 IN WITNESS whereof the said parties to these presents have hereunto set their Hands Marks and Seals the day and year first above written

Exhibits

Exhibit 2.

Agreement between Nana Kwami Poku IV and others and Edward Ramia Limited.

26th February, 1954

- continued.

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SIGNED SEALED MARKED AND DELIVERED)
 by the said Nana Kwami Poku IV)
 Omanhene of Bekwai, Ashanti, to-)
 gether with his elders, councillors)
 linguists and people and by the)
 Chairman for the time being of the)
 Bekwai Local Council, this instru-)
 ment having been first read over)
 interpreted and explained to them)
 in the Ashanti language by G.)
 Appiagyei of Bekwai, and they)
 seemed perfectly to understand the)
 same before making their marks)
 thereto in the presence of :-)

K. Poku IV
 BEKWAIHENE
 (L.S.)
 Osci Kwaku x
 Krontihene
 (L.S.)
 Bimpong Nkansah
 II Akwamuhene
 x (L.S.)
 Nana Kobina Gu
 Tuafohene x
 (L.S.)
 Kobina Gyakari
 x Gyasehene
 (L.S.)
 Kojo Biateng x
 Dwebesihene
 (L.S.)
 Okyeame Kweku
 Adiasi (L.S.)
 for Akyeamhene
 E.H.Y. Yeboah
 Chairman, B.L.C.

(Sgd.) E.R. Erskine
 Clerk Barrister Blay's Office,
 Sekondi.

G. Appiagyei
 Clerical Officer,
 G.A.'s. Office, Bekwai.

SIGNED SEALED AND DELIVERED by the)
 said Edward Ramia Limited in the)
 presence of :-)

E. Ramia for
 E. Ramia Ltd.

S.R. Erskine,
 Clerk Barrister Blay's Office,
 Sekondi.

I certify to the due execution of this document.

(Sgd.) ? ? ?
 GOVERNMENT AGENT.

ExhibitsTHE SCHEDULE ABOVE REFERRED TO

Exhibit 2.

Agreement
between Nana
Kwami Poku IV
and others
and Edward
Ramia Limited.

26th February,
1954

- continued.

ALL THAT PIECE OR PARCEL OF LAND KNOWN AS
FINASO ODA RIVER FOREST RESERVE TIMBER CONCESSION
lying and situate at Bekwai, in the Bekwai Division
under the Bekwai Local Council, Ashanti, commencing
as a datum at the confluence of the Fina Stream
and Woroworo stream near Finaso village at
approximate latitude of $6^{\circ} 05' 30''$ North and longitude
 $1^{\circ} 47' 53''$ west thence runs along the right
bank of the said Fina stream to the point on the
Fina stream at an approximate latitude of $6^{\circ} 03' 53''$
north and longitude $1^{\circ} 48' 53''$ west, thence
runs on an approximate true bearing of $150^{\circ} 00'$
for a distance of $1\frac{5}{8}$ miles through the northern
boundary of the Subin Shelterbelt Forest Reserve
to a point at an approximate latitude of $6^{\circ} 04' 15''$
North and longitude $1^{\circ} 49' 26''$ West. Thence
on an approximate true bearing of $80^{\circ} 00'$ for an
approximate distance of $3\frac{1}{4}$ miles through the South
Western boundary of the Subin Shelterbelt Forest
Reserve to a point approximately latitude $6^{\circ} 03' 50''$
North and latitude $1^{\circ} 52' 40''$ West. Thence on
an approximate true bearing of $43^{\circ} 30'$ for a distance
of $1\frac{1}{4}$ miles through the Southern boundary of
the Subin Shelterbelt Forest Reserve to a point
approximate latitude $6^{\circ} 03' 07''$ North and longitude
 $1^{\circ} 52' 46''$ West. Thence on an approximate
true bearing of $90^{\circ} 00'$ for an approximate distance
of $\frac{3}{4}$ mile through the Western boundary of the
Subin Shelterbelt Forest Reserve to a point approximately
latitude $6^{\circ} 03' 10''$ North and longitude $1^{\circ} 53' 25''$
West Thence on an approximate true bearing
of $111^{\circ} 00'$ for an approximate distance of 1
mile through the North western boundary of the
Subin Shelterbelt Forest Reserve to a point approximately
latitude true bearing of $54^{\circ} 00'$ for an
approximate distance of $\frac{3}{4}$ mile through the South
Western boundary of the Subin Shelterbelt Forest
Reserve to a point approximately latitude $6^{\circ} 03' 38''$
North and longitude $1^{\circ} 54' 45''$ West. Thence on
an approximate true bearing of $133^{\circ} 30'$ for an
approximate distance of $4\frac{5}{8}$ miles to a point on the
Oda River approximately latitude $6^{\circ} 06' 50''$ North
and longitude $1^{\circ} 57' 41''$ West. Thence runs along
the right bank of the said Oda River in a Northerly
direction to a point on the Oda River at an
approximate latitude of $6^{\circ} 09' 16''$ North and longitude
 $1^{\circ} 57' 24''$ West Thence runs on an approximate
true bearing of $90^{\circ} 00'$ for an approximate distance

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of 13 3/16 miles through the Southern boundary of the Ashanti Goldfields Corporation Ltd. Timber concession "C" to a point on the Western boundary of the Ashanti Goldfields Corporation Ltd. Timber Concession "D" at an approximate latitude of 6° 09' 16" North and longitude 1° 45' 30" West Thence follows the Western boundary on the Ashanti Goldfields Corporation Ltd. Timber Concession "B" in a Southerly direction to where it hits the Woroworo stream at an approximate latitude of 6° 06' 25" North and longitude 1° 45' 30" West. Thence runs along the right bank of the said Woroworo stream in a general south westerly direction to the point of commencement. Having an approximate area of 64.45 square miles more or less which said piece or parcel of land is more particularly delineated on the plan annexed hereto and coloured edged pink for the purpose of an identification and not of limitation.

Exhibits

Exhibit 2.

Agreement
between Nana
Kwami Poku IV
and others
and Edward
Ramia Limited.

26th February,
1954

- continued.

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On the 10th day of March, 1954, at 10 of the clock in the forenoon this instrument was proved before me by the oath of the within-named Solomon Robert Erskine to have been duly executed by the within-named Nana Kwami Poku IV, Omanhene of the Stool of Bekwai, Ashanti, together with his elders councillors linguists and people and by the Chairman for the time being of the Bekwai Local Council.

Given under my hand

J.H. Ghansah

REGISTRAR, DIVISIONAL COURT.

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IN THE SUPREME COURT OF THE GOLD COAST
DIVISIONAL COURT
KUMASI, ASHANTI

IN THE MATTER OF THE LANDS REGISTRY ORDINANCE

I, SOLOMON ROBERT ERSKINE, Clerk, Barrister Blay's Office Sekondi, make oath and say that on the 26th day of February, 1954, I was present and saw Nana Kwami Poku IV, Omanhene of Bekwai, Ashanti, Osei Kwaku, Krontihene, Bimpon Nkansah II, Akwamhene, Nana Kobina Gu, Tuafohene, Kobina Gyakari, Gyasihene, Kodjo Boateng Dwebisohene, Okyeame Kweku Adiasi, Kobina Amuatin and Emmanuel Henry Yaw Yeboah, Chairman of the Local Council, Bekwai, duly execute the instrument now produced to me and marked "A" and that the said Nana Kwami Poku IV, Omanhene of Bekwai Ashanti, Bimpong Nkansah II, Akwamhene,

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Exhibits

Exhibit 2.

Agreement
between Nana
Kwami Poku IV
and others
and Edward
Ramia Limited.
26th February,
1954
- continued.

Kodjo Boateng, Dwebisohene and Emmanuel Henry Yaw Yeboah, Chairman of the Local Council, Bekwai, can read and write, and that the said Osei Kwaku, Krontihene, Nana Kobina Gu, Tuafohene, Kobina Gyakari, Gyasihene, Okyeame Kweku Adiasi and Kobina Amuatin cannot read and write, and that the said instrument was read over interpreted and explained to them in the Ashanti language by G. Appiagyei, Clerical Officer, G.A's Office, Bekwai, and they seemed perfectly to understand its provisions before making their marks thereto.

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Sworn at Sekondi this }
10th day of March 1954 } S.R. Erskine.

Before me:
J.H. Ghansah
REGISTRAR, DIVISIONAL COURT, SEKONDI.

Exhibit 3.

Receipt for £300
in favour of
Edward Ramia
Limited by the
State Secretary
Bekwai State
Council.
11th July, 1953.

EXHIBIT 3. - RECEIPT FOR £300 IN FAVOUR OF EDWARD RAMIA LIMITED BY THE STATE SECRETARY, BEKWAI STATE COUNCIL

Tendered in evidence by Mr. Blay, no objection, accepted and marked Exhibit "3" in re Concession Enquiry Nos.447 and 450. Finaso and Oda River Forest Reserve Timber Concessions.

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C.O. Quao
Court Clerk
7.11.54.

FINASO/ODA RIVER TIMBER CONCESSION
NATIVE AUTHORITY GENERAL COUNTERFOIL RECEIPT
BEKWAI STATE COUNCIL No.486617

Date - 11.7.1953.

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RECEIVED from Messrs. Edward Ramia Limited of Kumasi the sum of Three hundred pounds nil shillings and nil pence Stool Land Revenue (Miscellaneous) being three years (3) Occupation Rent at £100 per annum obtained in advance in respect of Finaso/Oda River Timber Concession granted on 26.5.1953 by Nana Bekwaihene and elders. By cheque No.57/J.17717 on Barclays Bank (D.C. & O).

Harry Hall
STATE SECRETARY.

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£300. - . - .

Gold Coast
1/- Postage
Stamp

Gold Coast
1/- Postage
Stamp.

Gold Coast
1/- Postage
Stamp

EXHIBIT 4. - RECEIPT FOR 2/- IN FAVOUR OF R.S.BLAY FOR FILING LIST OF DOCUMENTS IN RE CONCESSION ENQUIRY NO. 447 (ASHANTI)

Exhibits

Exhibit 4.

Tendered in evidence by Mr. Blay, no objection, accepted and marked Exhibit "4" in re Concession Enquiry Nos. 447 and 450 - Finaso and Oda River Forest Reserve Timber Concession.

Receipt for 2/- in favour of R.S. Blay for Filing list of Documents in Re Concession Enquiry No. 447 (Ashanti).

30th March, 1954.

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U 881683

C. O. Quao
Court Clerk
1.11.54.

Station - Kumasi

30.3.1954.

£-. 2. -.

Received from R.S. Blay the sum of Nil pounds Two shillings and Nil pence on account of filing List of Documents in re C.E. No. 447 (Kumasi).

E.S.T. Laud Baddoo
for REGISTRAR, LAND COURT.

EXHIBIT 5. - LETTER FROM BEKWAI STATE COUNCIL TO MESSRS.AFRICAN WOODS LIMITED

Exhibit 5.

Tendered in evidence by Mr. Blay, no objection, accepted and marked Exhibit "5" in Concession Enquiry Nos. 447 and 450 Finaso and Oda River Forest Reserve Timber Concession.

Letter from Bekwai State Council to Messrs. African Woods Limited.

14th December, 1953.

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C. O. Quao
Court Clerk
1.11.54.

Bekwai State Council Office,
Post Office Box 20,
Bekwai-Ashanti.

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14th December, 1953.

Messrs. African Woods Limited,
Kumasi.

Dear Sir,

With reference to the Concession granted to you in respect of the Oda Forest Reserve, which area we had already granted to Messrs. Edward Ramia Limited of Kumasi we are now reliably informed that even if the grant to Messrs. Ramia Limited is not

Exhibits

Exhibit 5.

Letter from
Bekwai State
Council to
Messrs. African
Woods Limited.

14th December,
1953

- continued.

in accordance with the provisions of the Concession Ordinance, the Company can still compel us to make a fresh grant to them according to Form as they had already paid 3 (three) years rent in advance and accepted by us.

You are aware that we agreed to grant you the Concession and after we had been assured that the grant to Messrs. Edward Ramia Limited was null and void and we could make the grant to you without any subsequent trouble.

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It appears now that by granting you the Concession we have laid ourselves open to Court action by Messrs. Edward Ramia Limited. In the circumstances, we have no alternative but to withdraw our grant to you so as to avoid litigation.

Needless to say whatever money you have paid will be refunded to you in full.

We are,
Yours truly,

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K. Poku IV,
Nana Bekwaihene

Adwoa Pinaman her
Nana Bekwaihemaa x
mark

Osei Kwaku his
Nana Krontihene x
mark

Bimpong Nkansah II
Nana Akwamuhene

Kwabena Gu his
Nana Twafuhene x
mark

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Kwabena Amoateng his
Nana Okokohene x
mark

Kwabena Gyakari his
Nana Gyasihene x
mark

Achifumah II
Nana Kyiodomhene

Kwaku Adiasi his
Nana Akyiamhene x
mark
for

cc: Edward Ramia Ltd.,
Kumasi.

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The Government Agent,
Bekwai/Ashanti.

The Chief Regional Officer,
Kumasi.

EXHIBIT 6. - LETTER FROM GOVERNMENT AGENT, BEKWAI
TO D. J. DOCKRELL, OBUASI

Exhibits
Exhibit 6.

Tendered in evidence by Mr. Blay, no objection,
accepted and marked Exhibit "6" in re Concess-
ion Enquiry Nos. 447 and 450 - Finaso and Oda
River Forest Reserve Timber Concession.

Letter from
Government
Agent, Bekwai
to D. J.
Dockrell,
Obuasi.
7th October,
1953.

No. 0584/29.

C. O. Quao
Court Clerk
1.11.54.

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Government Agent's Office,
Bekwai/Ashanti.

7th October, 1953.

Reference your letter dated
2nd October, 1953, refers.

Oda River Forest Reserve:

I enclose the Indenture and Notice of Conces-
sions: It is I note invalid under Section 11 of
the Concessions Ordinance and the Eastern Part of
the Oda River Forest Reserve has already been
granted to African Woods Limited.

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(Sgd.) ? ? Patteson
Government Agent.

D.J. Dockrell, Esq., (E. Ramia Ltd.)
Private Letter Bag,
Obuasi/Ashanti.

EXHIBIT 7. - MEMORANDUM AND ARTICLES OF
ASSOCIATION OF EDWARD RAMIA LIMITED

Exhibit 7.

Tendered in evidence by consent and marked Exhibit
"7" in re Concession Enquiry Nos. 447 and 450 -
Finaso and Oda River Forest Reserve Timber Concession

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Memorandum and
Articles of
Association of
Edward Ramia
Limited.

C. O. Quao
Court Clerk
1.11.54.

MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
EDWARD RAMIA LTD.

(Transmitted in original)

Exhibits
Exhibit "A"

EXHIBIT "A" - AGREEMENT BETWEEN THE STOOL OF BEKWAI AND OTHERS and AFRICAN WOODS LIMITED

Agreement between The Stool of Bekwai and Others and African Woods Limited:

3rd October, 1953.

Tendered in evidence by Mr. Mead, no objection, accepted and marked Exhibit "A" in re Concession Enquiry Nos. 447 and 450 - Finaso and Oda River Forest Reserve Timber Concession.

C. O. Quao
Court Clerk
1.11.54.

Deeds Registry No. 1756/1953. 3913/53. 10
Gold Coast Gold Coast Gold Coast Gold Coast
Ten Pounds Ten Pounds Five Pounds One pound

THIS INDENTURE made the Third day of October One thousand nine hundred and fifty-three BETWEEN THE STOOL OF BEKWAI represented by NANA KWAME POKU IV AND OKYEAME KOFI NYAME Omanhene and Linguist respectively of the said Stool of Bekwai acting for themselves and as representatives of all members of the said Stool of Bekwai whose consent to or concurrence in these presents is for the more perfect assurance of the provisions hereof requisite according to native customary law which consent is sufficiently testified by the attestation of these presents by some of such members (hereinafter called "the Grantors" which expression shall where the context so admits or required include their respective successor or successors in title according to native customary law and all of them and his and their assigns) of the one part and AFRICAN WOODS LIMITED a limited liability Company incorporated in the United Kingdom whose registered office is situate at 27/28 Finsbury Square in the City of London England (hereinafter called "the Company" which expression shall where the context so admits or requires include its successors and assigns) of the other part 20 30

WITNESSETH:

1. That in consideration of the payment of the premium of One hundred pounds (£100) (the receipt whereof the Grantors hereby admit and acknowledge) and of the royalty hereby reserved and of the covenants conditions and stipulations hereinafter contained and on the part of the Company to be observed and performed the Grantors hereby GRANT and DEMISE unto the Company IN and OVER ALL THAT the 40

land to be now known as the "ODA RIVER FOREST RESERVE SOUTH CONCESSION" situate in the Bekwai District of Ashanti and more particularly described in the First Schedule hereto and delineated for the purpose of identification but not of limitation on the plan hereto attached marked "A.W.L." and thereon edged pink (hereinafter referred to as "the said land") FIRST the sole and exclusive right to and of cutting the various timber and timber-like trees specified in the first column of the Second Schedule hereto now growing and being or hereafter to grow or be grown upon the said land SECOND the right to remove sell dispose of or convert to its own use the said trees or timber-like trees felled upon the said land THIRD all that and those the rights and privileges hereinafter specified for the more efficiently and effectually enabling the Company to obtain access to the said timber and timber-like trees and to convey and carry away and render the same merchantable or suitable for export TO HOLD the premises unto the Company for the term of fifteen (15) years from the date hereof renewable or determinable nevertheless in manner hereinafter appearing YIELDING AND PAYING therefor during the term hereby created the payment by way of royalty for every tree felled by the Company on the said land as specified in the first column of the Second Schedule hereto at the respective amounts specified in the second column of the said Schedule the payment of such royalties to be made on the usual quarter days in respect of trees felled during the preceding quarter the first of such payments to become due on the quarter day next occurring after the Company shall have commenced felling operations PROVIDED THAT as from the date when and so long as the Company is permitted by the Chief Conservator of Forests to operate the said land under the terms of this agreement the Company shall ensure to the Grantors the payment by way of such royalty of a sum of not less than ten pounds (£10) for every square mile of the area of the said land.

2. There shall be included in this grant and demise the rights and liberties following :-

(a) To cut hew down fell and carry away all or any of the trees specified in the first column of the Second Schedule hereto now or hereafter growing or to be grown on the said land.

Exhibits

Exhibit "A"

Agreement
between The
Stool of Bekwai
and Others and
African Woods
Limited.

3rd October,
1953

- continued.

Exhibits

Exhibit "A"

Agreement
between The
Stool of Bekwai
and Others and
African Woods
Limited.

3rd October,
1953

- continued.

(b) To cut such undergrowth saplings and other trees as may be necessary for the proper exercise of the rights and liberties hereby granted but not otherwise

(c) For the purposes aforesaid to enter upon any part of the said land

(d) To have access to and to use ways and roads upon the said land and adjoining lands of the Grantors and thereon to construct new roads and ways for the purposes of carrying away with trucks lorries waggons carriages or by any other method whether mechanical or otherwise all or any of the said trees or for any other purposes connected herewith which shall be convenient or necessary.

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(e) To use dam up divert or build up any streams watercourses springs or water in or upon the said land and to cut channels canals or waterways in through or over any part of the said land and also to erect pumping stations lay pipe lines and other contrivances for the purpose of collecting and conveying any such waters in through or over the said land as the Company may find necessary for providing a water supply for domestic and industrial purposes and for the more effectually enabling the Company to obtain access to the said trees and of conveying and carrying the same away PROVIDED however that in the exercise of this right the Company shall not by interference interruption or otherwise cause damage or diminution to village water supplies which may now exist or in future be found necessary but shall at all times have regard to the continuance and preservation of the same AND PROVIDED further that if notwithstanding the due observance by the Company of the foregoing proviso pollution or damage to any existing village water supply shall have been caused or shall result from the operations of the Company then the Company shall at its own expense provide other and equally good water supply.

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3. In so far as may be necessary to the Company for or in connection with the exercise of the rights and privileges hereinbefore granted there shall also be reserved to the Company the sole and exclusive right to the user to such portion or portions of the surface of the following purposes :-

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(a) The erection construction and maintenance of

houses bungalows dwellings villages and compounds for the use and habitation of the Company and its agents servants and employees

(b) The erection construction and maintenance of offices workshops sawmills stores and other such purposes of a similar nature.

(c) The dressing and stacking of felled timber.

10 (d) The construction and maintenance of such railway tramways roads ways and other communications as may be necessary for the exercise of this present demise and the powers contained herein.

4. The Company hereby covenants with the Grantors as follows :-

(a) To pay the royalties herein reserved at the times and in the manner aforesaid

(b) To exercise the rights hereby conferred subject to such restrictions limitations and directions as the Conservator of Forests may from time to time prescribe

20 (c) To exercise the right of cutting and rendering merchantable timber in an efficient manner and in accordance with modern principles

(d) Not to assign or sublet any of the rights liberties and privileges or surface-rights hereinbefore granted without the approval of the Grantors in writing first had and obtained PROVIDED that such approval shall not be unreasonably withheld in the case of a respectable or responsible company or person

30 (e) To exercise the rights and privileges hereby granted in such manner as to offer no unnecessary obstruction or interruption to the prospecting searching for use development and working of any mines and minerals in on or under the said land or the transport conveyance or conversion of the produce thereof or to the use and enjoyment of any other right remaining over to the Grantors from this present grant

40 (f) To pay compensation to the Grantors for damage done to farms to fruit-bearing cocoa and to rubber

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Exhibit "A"

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3rd October,
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- continued.

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 Exhibit "A"
 Agreement
 between The
 Stool of Bekwai
 and Others and
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 3rd October,
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 - continued.

trees being the property or in the possession of the Grantors or their tenants or subjects through the exercise by the Company of the rights hereby granted.

(g) Any claim for compensation in respect of loss or damage under the foregoing clause shall whenever possible be settled by mutual agreement between the Company and the Claimant and in the event of failure so to agree the dispute shall be referred to the Government Agent of the District wherein the said land is situate whose decision shall be final and binding on all parties. 10

5. The Grantors hereby covenant with the Company as follows :-

(a) That notwithstanding anything by the Grantors or any of their ancestors done omitted or knowingly suffered to the contrary they the said Grantors now have full power to grant and demise the rights and privileges hereby granted and demised or expressed so to be unto the Company its successors and assigns in manner aforesaid AND that they the Grantors will at all times keep sufficiently indemnified the Company its successors and assigns from and against all actions suits costs claims and demands by any person or persons claiming through under or in trust for the Grantors or any of them 20

(b) That the Company paying the royalty hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall peaceably hold and enjoy the rights and privileges hereby granted and demised during the said term without any interruption by the Grantors or any of them or any person or persons claiming or to claim under or in trust for them 30

(c) That if the Company shall be desirous of taking a renewed grant of the premises for the further term of ten (10) years from the expiration of the term hereby granted and of such desire shall prior to the expiration of the present term give to the Grantors not less than six (6) calendar months' previous notice in writing and shall pay the said royalties hereby reserved and observe and perform the several covenants conditions and stipulations herein contained and on the part of the Company to be observed and performed up to the expiration 40

of the said term hereby granted the Grantors will upon the request of and at the expense of the Company (and upon payment to the Grantors of the sum of One hundred pounds as premium for such renewal) forthwith grant to the Company a renewal of the premises for the further term of ten (10) years subject to the same covenants conditions and stipulations as are herein contained save and except this present covenant for renewal and save that the rates of royalty to be reserved in any such renewal shall be subject to revision and fresh agreement between the parties PROVIDED that any dispute as to the rates shall be referred to the Chief Conservator of Forests for decision and such decision shall be binding on the parties

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6. IT IS HEREBY EXPRESSLY AGREED AND DECLARED between the parties that nothing hereinbefore contained shall operate so as to prejudice diminish or derogate from the right and title of the Grantors with respect to the said land inter alia :-

(a) To use demise and grant to any other person or persons or Company any or all mines minerals mineral oils diamonds and precious stones lying in under or upon the said land with full liberty and power to the Grantors at all times to enter upon the said land and every part thereof and to search for work render merchantable and carry away the said mines minerals mineral oils diamonds and precious stones by surface or underground workings and whether by themselves their successors servants agents licensees lessees or assigns and with full liberty and power to make sink maintain and use all such pits shafts levels drains watercourses and to construct erect maintain and use all such spoil-banks railroads tram-roads and other roads bridges buildings works engines machines and conveniences whatsoever and to do all such things in under or upon through and over the said land or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid without being liable for any compensation for any damage which may be done to the surface of the said land other than loss of or damage to any trees specified in the Second Schedule hereto

(b) To use demise and grant to any other person or Company any trees other than those specified in the Second Schedule hereto rubber or cocoa trees or

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3rd October,
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- continued.

Exhibits

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Limited.

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1953

- continued.

other products of the soil in or growing upon the said land

(c) The liberty at all times of the Grantors their subjects and licensees to hunt and snare game gather firewood snails and building materials for their dwellinghouses and to till and cultivate their farms and plantations.

(d) The right to grant and demise in the grant of mining rights on or under the said land to any other party or person the right to cut timber for mining purposes and purposes incidental thereto

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PROVIDED THAT in the exercise of any of the foregoing rights by the Grantors their successors agents licensees lessees or assigns no unreasonable interference with the exercise of the rights and privileges hereby granted or the operations of the Company shall take place AND FURTHER THAT in exercising the rights of farming or shifting cultivation herein reserved the Grantors and their licensees and subjects will so far as is reasonably possible refrain from cutting down or otherwise destroying or damaging the timber or timber-like trees of the species hereinafter in the Second Schedule mentioned.

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7. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AS FOLLOWS :--

(a) If the royalty hereby reserved or any part thereof shall be in arrear for twelve (12) calendar months after becoming payable (whether legally demanded or not) or if the Company shall become bankrupt or shall file any petition under the Bankruptcy Laws of England or elsewhere or compound with its creditors or suffer any execution to be levied on its effects or its assigns being a Company shall enter into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction) or if it shall not duly perform and observe all the covenants conditions and stipulations herein contained then and in any of the said cases it shall be lawful for the Grantors at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action of the Grantors in respect

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of any untecedent breach of the covenants on the part of the Company herein contained.

Exhibits

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(b) The Company may determine this demise at any time by giving to the Grantors six (6) calendar months' previous notice in writing to that effect and thereupon at the expiration of such notice this present grant and everything herein contained shall cease and determine but without prejudice to any right of action by the Grantors in respect of any antecedent breach of the Company's covenants herein contained.

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between The
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African Woods
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3rd October,
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- continued.

(c) On the expiration or sooner determination of this demise or within six (6) calendar months thereafter the Company shall be at liberty to remove carry away and dispose of all stocks of felled timber and all the engines machinery rails and sleepers stores implements plant articles and things whatsoever belonging to or used or employed in or about the said land by the Company during the said term.

IN WITNESS whereof the Grantors have hereunto set their hands and seals and HENRI MARINUS HOOGEWOUDE of Kumasi Ashanti as Attorney for the Company has hereunto set his hand and seal the day and year first above written.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT piece or parcel of land to be now known as the "ODA RIVER FOREST RESERVE SOUTH CONCESSION" situate in Obuasi District commencing from B.P.1; situated on a bearing of 355° at a distance of forty-five (45) chains from the village of Nimreso a line cut on a bearing of $236^{\circ} 30'$ for a distance of thirteen decimal nought nought (13.00) chains to B.P.2; thence on a bearing of $236^{\circ} 30'$ for a distance of twelve decimal two eight (12.28) chains to B.P.3; thence on a bearing of $236^{\circ} 30'$ for a distance of ninety-six decimal two two (96.22) chains to B.P.5; thence on a bearing of $146^{\circ} 30'$ for a distance of twelve decimal two six (12.26) chains to B.P.6; thence on a bearing of $236^{\circ} 30'$ for a distance of two hundred and twenty-one decimal seven eight (221.78) chains to B.P.11; thence on a bearing of 316° for three hundred and sixty-nine decimal eight seven (369.87) chains to B.P.20; thence along the Oda River in a Northerly direction

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 Agreement
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 3rd October,
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 - continued.

for a distance of three hundred and twenty decimal
 nought nought (320.00) chains to B.P.83; thence
 on a bearing of 121° 30' for a distance of thirty-
 nine decimal nine nought (39.90) chains to B.P.84
 thence on a bearing of 211° 30' for a distance of
 nine decimal seven nine (9.79) chains to B.P.85;
 thence on a bearing of 121° 30' for a distance of
 twenty-eight decimal six two (28.62) chains to
 B.P.86; thence on a bearing of 31° 30' for a dis-
 tance of nine decimal eight two (9.82) chains to
 B.P.87; thence on a bearing of 121° 30' for a
 distance of twenty-seven (27) chains to B.P.88;
 thence on a bearing of 47° 00' for a distance of
 one hundred and seventy decimal eight nought (170.
 80) chains to a point on the bank of Kobua Stream.
 Thence on a bearing of 90° 00' for a distance of
 two hundred and fifty-six decimal two nought
 (256.20) chains, thence on a bearing of 130° 30'
 for a distance of fifty-one decimal eight nought
 (51.80) chains to B.P.103. Thence on a bearing of
 193° 30' for a distance of three hundred and forty-
 six decimal nine nought (346.90) chains to B.P.1;
 the point of commencement comprising an area of
 thirty-four decimal one eight nine (34.189) square
 miles be the same little more or less.

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All bearings are approximate and refer to True
 North.

All distances are more or less.

Reference to Boundary Pillars (B.P.) are to
 pillars referred to in the Denyasi Native Author-
 ity (Oda River Forest Reserve) Rules 1951.

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THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

SPECIES OF TREES	ROYALTY PER TREE
Avodire	£ 2. -. -
Baku	£ 3. 5. -
Sapele	£ 3. 5. -
Edinam	£ 3. -. -
Utile	£ 3. -. -
Mahogany	£ 5.15. -
Ofram	£ 1.15. -
Emeri	£ 2.10. -
Dahoma	£ 2. 5. -
Guarea	£ 2. -. -
Kusia	£ 1.15. -
Mansonia	£ 1.15. -
Wawa	£ 2. 5. -
Odum	£ 5. -. -
Denya	£ 1.15. -
Danta	£ 1.15. -

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10	MARKED OR SIGNED SEALED AND DELIVERED by the above-named Nana Kwame Poku IV and Okyeame Kofi Nyame after the contents hereof had been read over interpreted and explained to them in the Twi language by Godfried Appiagyei of Bekwai, Government Agent's Office when they appeared perfectly to understand the same before making their marks or setting their hands and seals hereto in the presence of :-)) K.Poku IV (L.S.)) Okyeame Kofi Nyame) his x mark (L.S.)	<u>Exhibits</u> Exhibit "A" Agreement between The Stool of Bekwai and Others and African Woods Limited. 3rd October, 1953 - continued.
	Nana Adwoa Pinaman BEKWAIHEMAA.	her x mark	
	Nana Osei Kwaku KRONTIHENE	x	
	Bempong-Nkansah II AKWAMUHENE		
20	Nana Kwabena Gu TAWFOHENE	x	
	Nana Kwabena Amoateng OYOKO REPRESENTATIVE	x	
	(Sgd.) ? ? Mensah Clerk to J.J. Peele & Co., Solicitors, Kumasi.		
	G. Appiagyei Government Agent's Office, Bekwai 3rd October, 1953.		
30	SIGNED SEALED AND DELIVERED by the above-named HENRI MARINUS HOOGEWOU as Attorney for the within-named AFRICAN WOODS LIMITED in the presence of :-))) H.M. Hoogewoud.	
	(Sgd.) ? ? Patteson G.A. 3.10.53.		
	(Sgd.) ? ? Mensah (As above)		
40	I Michael John Edward Patteson, Government Agent Bekwai Obuasi District hereby certify to the due execution of the within written Concession.		
	(Sgd.) M.J.E. Patteson, 3.10.53.		

Exhibits

Exhibit "A"

Agreement
between The
Stool of Bekwai
and Others and
African Woods
Limited.

3rd October,
1953
- continued.

Received the within-mentioned One hundred pounds (£100) to be by Africa Woods Limited paid to the Grantors.

Dated third October, 1953.

K. Poku IV

I, GODFRIED APPIAGYEI of Bekwai make oath and say as follows :-

1. That on the Third day of October, 1953 I saw Nana Kwame Poku IV and Okyeame Kofi Nyame duly execute the instrument now produced to me and marked "B.S." 10

2. That the said Nana Kwame Poku IV and Okyeame Kofi Nyame cannot read and write and that the said instrument was read over interpreted and explained to them in the Twi language at the time of its execution by me Godfried Appiagyei of Bekwai and they appeared perfectly to understand its provisions.

Sworn at Bekwai Ashanti }
this 29th day of October, } G. Appiagyei
1953 } CLERICAL OFFICER. 20

Before me:

M.J.E. Patteson,

GOVERNMENT AGENT AND MAGISTRATE BEKWAI.

On the 29th day of October, 1953 at eight o'clock in the forenoon this instrument was proved before me by the oath of the within-named Godfried Appiagyei to have been duly executed by the within-named Nana Kwame Poku IV and Okyeame Kofi Nyame.

Given under my Hand and Official Seal

M.J.E. Patteson

GOVERNMENT AGENT & MAGISTRATE, BEKWAI. 30

The within-written Indenture of Lease is granted with the consent and concurrence of the Bekwai State Council and the Bekwai Local Council.

Harry Hall,
SECRETARY, BEKWAI
STATE COUNCIL.

E.H.Y. Yeboah
CHAIRMAN, B.L.L.C.

E.D.O. Amoah
SECRETARY, BEKWAI
LOCAL COUNCIL. 40

In accordance with Section 18 of Cap.179 I certify that in the opinion of the Commissioners of Stamps this instrument is chargeable with a duty of Twenty-six pounds.

COMMISSIONER OF STAMPS OFFICE
KUMASI, 30th November, 1953.

(Sgd.) ? ? ? (L.S.)
COMMISSIONER OF STAMPS.

Exhibits
Exhibit "A"
Agreement
between The
Stool of Bekwai
and Others and
African Woods
Limited.

10 This Instrument was delivered to me for registration by J.J. Peele & Co., of Kumasi at 8.5 o'clock in the forenoon this 3th day of December, 1953.

3rd October,
1953
- continued.

R.W. Turner,
REGISTRAR OF DEEDS.

Gold Coast Land Registry,
Registered as No.1756/1953.

R.W. Turner,
REGISTRAR OF DEEDS.

20 This is the Instrument marked "BS" referred to in the Oath of Godfried Appiagyei Sworn before me this 29th day of October, 1953.

M.J.E. Patteson,
GOVERNMENT AGENT & MAGISTRATE, BEKWAI.

EXHIBIT "B" - LETTER FROM J.J.PEELE & COMPANY

Tendered in evidence by Mr.Mead, no objection, accepted and marked Exhibit "B" in re Concession Enquiry Nos.447 and 450 - Finaso and Oda River Forest Reserve Timber Concession.

Exhibit "B"
Letter from
J.J. Peele &
Company.
28th September,
1953.

30 C.O. Quao
Court Clerk
1.11.54.

J.J.PEELE & CO.,
Solicitors, Barristers,
Notaries Public.

P.O. Box 2,
Kumasi,
Gold Coast.
28th September, 1953.

The Chief Regional Officer,
Chief Regional Office,
Kumasi.

Sir,

African Woods Limited
Oda River Forest Reserve

40 In accordance with the requirements of the

Exhibits
Exhibit "B"
Letter from
J.J. Peele &
Company.
28th September,
1953
- continued.

Concessions Ordinance we enclose a draft form of Agreement between the Bekwai Stool and our clients the above-mentioned Company.

We are instructed that the terms have been agreed with the Stool and the State and Local Council.

Provided there is no objection to the Agreement our clients would be obliged if an early date could be agreed with the Government Agent Bekwai for the execution of the deed.

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We are forwarding a copy of this letter and its enclosures to the Conservator of Forests and the Government Agent Bekwai.

We are, Sir,
Your Obedient Servants,
for J.J. PEELE & CO.,
(Sgd.) J.W. Mead.

Exhibit "C"
Letter from the
Chief Regional
Officer, Kumasi
to the
Government
Agent, Bekwai.
1st October,
1953.

EXHIBIT "C" - LETTER FROM THE CHIEF REGIONAL
OFFICER KUMASI to the GOVERNMENT AGENT BEKWAI

Tendered in evidence by Mr. Mead, no objection, accepted and marked Exhibit "C" in re Concession Enquiry Nos. 447 and 450 - Finaso and Oda River Forest Reserve Timber Concession.

20

C.O. Quao
Court Clerk
1.11.54.

No.D.09559/SF.47/19(4)
REGIONAL OFFICE,
P.O.Box No.38,
Kumasi, Ashanti.

30

1st October, 1953.

African Woods Limited
Oda River Forest Reserve

I have to refer to a letter dated 28th September, 1953, addressed to me by Messrs. J.J. Peele & Co., and to the draft form of Agreement enclosed, of which I am informed copies have been sent to you and to the Conservator of Forests.

I should be grateful if, after ascertaining from the Conservator of Forests whether he has any

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111.

objection to the agreement as drafted, you would take action in accordance with Section 11 (3) of the Concessions Ordinance, 1939.

(Sgd.) ? ? ?
CHIEF REGIONAL OFFICER.

The Government Agent,
Bekwai/Ashanti.

Copy to: Conservator of Forests, Ashanti.
Messrs. J.J. Peele & Co.,
P.O. Box 2, Kumasi.

Exhibits

Exhibit "C"

Letter from the
Chief Regional
Officer, Kumasi
to the
Government
Agent, Bekwai.

1st October,
1953

- continued.