

611-911

4/1, 1960

IN THE PRIVY COUNCIL

No. 31 of 1958

ON APPEAL FROM
THE WEST AFRICAN COURT OF APPEAL
(GOLD COAST SESSION)

B E T W E E N :

- 1. H.E. GOLIGHTLY
- 2. TETTEY GBEKE II ... (Defendants) Appellants

- and -

- 1. E.J. ASHRIFI
- 2. A.E. NARH
- 3. CHARLES PAPPOE ALLOTEY (Plaintiffs) Respondents

(and connected consolidated Appeals)

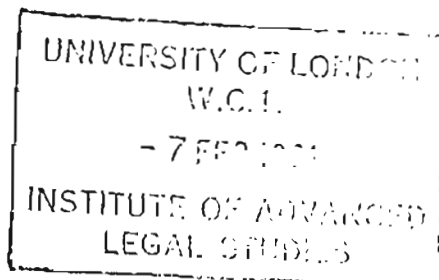
R E C O R D O F P R O C E E D I N G S

PART II

Pages 317 to 625

W.W. BOX & CO.,
28 Great James Street,
Bedford Row,
London, W.C.1.
Solicitors for the Appellants.

HERBERT OPPENHEIMER, NATHAN
& VANDYK,
20 Copthall Avenue,
London Wall,
London, E.C.2.
Solicitors for the Respondents.



317.

EXHIBITS

50014

Exhibits

"88"

EXHIBIT "88"

DOCUMENT DATED 20th SEPTEMBER 1871
FROM OTUOPAI TO W.A. LUTTERODT

Document dated
20th September
1871 from
Otuopai to
W.A. Lutterodt.

Tendered and admitted on behalf
of Lutterodt Family. 13/3/51

(Transmitted in original)

EXHIBIT "89"

"89"

MEMO ATTACHED TO EXHIBIT "88"
OF THE 20th SEPTEMBER 1871

Memo attached
to Exhibit "88"
of the 20th
September 1871

Tendered and admitted on behalf
of Lutterodt Family in re Numo
Ayitey Cobblah v. J.W. Armah &
Ors. 13/3/51

(undated).

Memorandum (undated and unsigned)

(Transmitted in original)

Exhibits

"95"

Trading Accounts
of W.A. Lutterodt
with King Tackie
and Others.

EXHIBIT "95"

TRADING ACCOUNTS OF W.A. LUTTERODT
WITH KING TACKIE AND OTHERS

Tendered and admitted for Lutterodt
family in re Numo Ayitey Cobblah v.
J.W. Armah & ors. (Consolidated)

19/3/51

TRADING ACCOUNTS WITH

W.A. LUTTERODT WITH

KING TACKIE & ORS.

10

(Transmitted in original)

"136"

EXHIBIT "136"

OTUOPAI STOOL LANDS

KNOWN AS

KOKOMLEMLE LANDS

Tendered and admitted for Atukpai Stool.
25/4/51.

EXHIBIT "110"

Tendered and admitted for Osu Stool re
 Numo A. Cobblah vs: J.W. Armah and ors.
 (Consolidated). 10/4/51

Exhibits

"110"

Grant. Chief
 Yeboa Kwamri
 to C.C.
 Reindorf.

No.197.

9th October
 1891.

10 THIS INDENTURE made the Ninth day of October
 in the year of Our Lord One Thousand Eight Hundred
 and Ninety One BETWEEN Chief (Manklalo) YEBOA KWAMRI
 of Ashante quarter of Christiansborg, Accra in the
 Gold Coast Colony of the One part and CARL CHRISTIAN
 REINDORF Native Minister also of Christiansborg,
 Accra, of the other part. Witnesseth that in con-
 sideration of the sum of Eight Pounds sterling (£8)
 paid by the said CARL CHRISTIAN REINDORF to the
 said Chief (Manklalo) YEBOA KWAMRI, the receipt
 whereof the said Chief (Manklalo) YEBOA KWAMRI doth
 hereby acknowledge. He the said Chief (Manklalo)
 YEBOA KWAMRI doth hereby grant and convey and con-
 firm unto and to the use of the said CARL CHRISTIAN
 20 REINDORF, his heirs and assigns all the piece or
 parcel of land upon which the said CARL CHRISTIAN
 REINDORF has built his Lodge known as KARBIIAWE
 situate, between the village Okako on the East, the
 village Kotobabi on the North the main road between
 Kotobabi and Christiansborg, Accra, on the West and
 Mamobi hill on the South. The said piece or parcel
 of land measuring on the East from the outside
 corner of the Lodge One Hundred and Sixty two to the
 boundary on the East Two Thousand One Hundred and
 30 Seventy Eight feet on the West Three Thousand Three
 Hundred and Thirty two feet bounded by the main road
 of Kotobabi on the North One Thousand Eight Hundred
 and Fifty feet and Two thousand Six Hundred and Ten
 feet on the South along the Mamobi hill which said
 piece of land is more particularly described and
 delineated in the annexed plan

(General words and
 "all the estate" Clause)

(Full Covenants for Title)

40 IN WITNESS WHEREOF the parties to these presents
 have hereunto set their hands and seals the day and

Exhibits

the year first above written:

"110"
 Grant. Chief
 Yeboa Kwamri
 to C.C.
 Reindorf.

Yeboa Kwamri
 (Sgd.) Carl Chr. Reindorf
 (Seal)

his
 x
 mark

9th October 1891 - continued
 SIGNED SEALED AND DELIVERED
 by the said parties in the
 presence of -

Abraham Yeboa Kofi	his x mark	10
Josiah Mensah Ding	his x mark	
Okuru	his x mark	
(Sgd.) Samuel Ofei		
(Sgd.) N.A. Cleland		20
Nathan Akwetey	his x mark	
(Sgd.) C.J. Reindorf		

"9"

EXHIBIT "9"

Declaration
 by the
 Onamunorkor
 Family.

DECLARATION BY THE ONAMUNORKOR FAMILY

10th September
 1898.

Tendered for Defendant, admitted
 by consent, in re Numo Ayitey
 Cobblah vs: J.W. Armah and 18
 other cases. 13/2/51

30

TO ALL TO WHOM THESE PRESENTS MAY COME we the
 undersigned the Representatives of the Onamunorkor
 People of Ussher Town Accra Gold Coast Colony West
 Coast of Africa send greeting -

WHEREAS we the said Onamunorkor People are the absolute owners in fee simple of all the lands and landed property set out and delineated on the plan hereto attached and herein described and known as Korley land having inherited the same from our ancestors who and ourselves have been in undisturbed and undisputed possession from time immemorial AND WHEREAS as are desirous of protecting our said land by registering the same in the Public Record of this Colony NOW WE DO BY THESE PRESENTS declare and made known to all to whom it may concern that we the Onamunorkor People by the right and title mentioned are the owners in fee simple of all that piece or parcel of land situate at Accra in the aforesaid Colony and bounded on the North by lands belonging to Mrs. Hanson, Laye, and Kate Amle and the villages known as Onyatia and Ashongman bounded on the South by lands belonging to King Tackie Tawia and Lutterodt and the village known as Mukose and the market known as Kpehe bounded on the West by the Road leading to Ofarkor and the villages known as Ofarkor and Ashare land on the East by lands belonging to Revd.Reindorf and Soda and the villages known as Kotobabi and Onyatia.

Exhibits

"9"

Declaration by the Onamunorkor Family.

10th September 1898 - continued.

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IN WITNESS WHEREOF we have hereunto set our hands and seals this 10th day of September in the Year of our Lord One Thousand Eight Hundred and Ninety-Eight.

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Ashong Katal	x	(LS)
Ammah Kodjoe	x	(LS)
Priest Tetteh	x	(LS)
James Okai	x	(LS)
Hunter Mensah	x	(LS)
Tetteh Quaye Ofoli	x	(LS)

their

marks

40

John Anum		(LS)
William Okai	x	(LS)

his

mark

A ? eanu Aryee	x	(LS)
----------------	---	------

his

mark

Witnesses:- (LS) ?

(L.S.)

King Tawiah of Accra Gold Coast

King Okaidjah Field Marshall Gbese, Ussher Town Accra, West Coast Africa.

Exhibits

EXHIBIT "D"

"D"

Deed of Gift
from Ayi
Quarmin to
Joseph Henry
Adams dated
the 16th day
of February
1901.

DEED OF GIFT FROM AYI QUARMIN TO JOSEPH
HENRY ADAMS DATED THE 16th DAY
OF FEBRUARY 1901

Tendered and admitted for Plaintiff
in re Numo Ayitey Cobblah v. J.W.
Armah and 19 others. 31/1/51

(Transmitted in original)

"132"

EXHIBIT "132"

Evidence of King
Tackie before
Sir B. Griffiths

EVIDENCE OF KING TACKIE BEFORE
SIR B. GRIFFITHS

10

24th May 1902.

Tendered and admitted for
Osu family. 24/4/51

24th May, 1902.

In the Supreme Court of the Gold Coast Colony held
at Victoriaborg, the 24th day of May, 1902 before
His Honour Sir W. Brandford Griffith, Knight, Chief
Justice.

In the Matter of Land at Christiansborg
and Labadi.

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Mills for Labadis.
Plage for Christiansborg.
Mr. Lomoko in person.

x x x x

KING TACKIE sworn a.r.b. in Ga -

I am King of all the Accras -
I have been on Stool since earthquake (1863)
When placed on Stool I was told traditional history
of Accra.
My boundaries were also told me -

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I was told that it was the Accras who gave the land to the 'X'borgs -
 Tunyian (Tinya) is the boundary between X'borg and Accra -
 In time of my predecessor there was a palaver between the whitemen and X'borg and Las and we went and had a meeting at Obenesu -

Exhibits

"132"

Evidence of
 King Tackle
 before Sir B.
 Griffiths.

24th May 1902
 - continued.

Q. Why did you meet at Obenesu?

10 A. When we meet in the town we used to be seen from the Castle and fired at so we went there and secreted ourselves and had our meeting -

Q. Were you told where the Accras came from?

A. They came from Ayawaso and settled here -

Q. After them?

A. I was told that Ningwa who came after the Accras -

Q. Who after that?

20 A. Afterwards the Las came and settled somewhere at the back between Ningwa and Accra - I was further told that some time after the Las had a quarrel with the Ningwas. The Osu people had then come and the La people came nearer to where the Osu were -

Q. When the Osus came who gave them the land?

30 A. It was the Accras who gave them the land - the people sent to give them the land their descendants still are at X'borg - they are Okantey family - My great grand Uncles, when they gave the land to the Osus I don't know, but I know that Obenesu was where we met on 3 occasions. I recollect the palaver between the Las and Basel Mission. I paid the debt which came on the La people - The Las objected to the house being built and took the stones away - It is customary for the Chief of X'borg to be presented to me when he is installed - he comes before me to swear allegiance.

Q. The same with Chief of La -

Exhibits

"132"

Evidence of
King Tackie
before Sir B.
Griffiths.

24th May 1902
- continued.

- A. In former times when people used to be obedient to us and people used to receive advice from their elders they used to do so but nowadays people disrespect their elders and do not care to come to us -
I have seen that when presents are made, they are first given to Osu and they are asked to give La their share - the presents being from whitemen -

By Court -

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- Q. Is it because X'borg is older or because it is more considered -
- A. All I know is that when presents are given that they are given to the Osus and they are asked to distribute amongst Las, Ningwas, Teshie and others -
- Q. In order of seniority who is your senior captain?
- A. "When they first came as settlers I did not come with them at the time. If the land is to be divided it better be divided and save all trouble"
If there is a state palaver I used to invite them from Accra to Ada -
- Q. If all the chiefs from X'borg to Ada were present at a palaver would one have a right to come before the other?
- A. They all come to X'borg King and the X'borg King walk before them and bring them to me -
Ningua -

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Cross-examined -

- Q. What does Tunyian mean?
- A. It means a place where old Richer (Owusu Yao) met after planting there tamarind trees old Hansen who also planted Umbrella trees -
Tunyian was an anthill just about new site with a cactus tree and that cactus tree was our meeting place with the Osus - When I called Osu, La, Teshie and Ningua I used to meet them there -

Q. Can you say if the Ninguas had a boundary with the Accra?

A. The Accras had the land and when the Ningua people came they were told to go and settle where they are - and so with the Osus and Las.

By Court -

Q. Would the Las have thrown stones of church at Obenesu to their fetish there? Is that like a native?

10 A. It was at Ussher Fort where this case went on - and they said they did not like any Church there and therefore they must remove the stones to Osu and therefore they removed the stones that way -

x x x x

Postponed for Judgment sine die.

(Intd.) W.B.G.

EXHIBIT "115"

AGREEMENT DATED THE 8th DAY OF -
1908 FROM KORLE WE PEOPLE TO
AYIDIKE AYITEY

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Tendered and admitted for Korle Webii
in re Numo A. Cobblah v. J.W. Armah &
Others. 11/4/51

(Transmitted in original)

Exhibits

"132"

Evidence of King Tackie before Sir B. Griffiths.

24th May 1902
- continued.

"115"

Agreement dated the 8th day of - 1908 from Korle We People to Ayidike Ayitey.

Exhibits

EXHIBIT "O"

"O"

DEED OF GIFT BETWEEN ROBERT BENJAMIN OKAYNE
AND ORS. and AYI BONTE

Deed of Gift
between Robert
Benjamin Okayne
and Ors. and
Ayi Bonte.

Tendered and admitted for Plaintiff
in re Numo Ayitey Cobblah vs: J.W.
Armah and 18 other cases. 2/2/51

27th December
1913.

CERTIFIED TRUE COPY

H.B. Benson
AG. REGISTRAR OF DEEDS
Am.R/C. T 178427 of 17/1/1951

10

DEEDS REGISTRY No. 368/1914.

THIS INDENTURE made the 27th day of December
in the year of our Lord one thousand nine hundred
and thirteen Between Robert Benjamin Okayne, Molai,
Tetteh Fio, Tetteh Amieniu all as representatives to
the Korle Priest of Ussher Town Accra Gold Coast
Colony West Africa hereinafter called the Donors of
the first part and Ayi Bonte also of Ussher Town
Accra Gold Coast Colony West Africa aforesaid now
known and recognised as Mantse of Gbese hereinafter
called the Donee of the other part Witnesseth that
in consideration of the loving affection and good
will that the said Donors have and bear towards the
said Donee and in further consideration of the sum
of (£5. 0. 0.) five pounds to the said Donors paid
by the said Donee on or before the execution of
these presents the receipt whereof the said Donee
do hereby acknowledge and for the same do hereby
convey and transfer unto the said Donee and execu-
tors administrators or assigns All that piece or
parcel of land situate and being in Korley Dudor
Ussher Town Accra in the Colony aforesaid bounded
on the North by Korley land on the South by a pro-
posed street and Sackey's land on the East by Korley
Dudor road and on the West by Okai's land and
measuring two hundred and eighty feet six inches on
the North two hundred and sixty six feet four inches
on the South three hundred and thirty one feet on
the East and three hundred and forty one feet seven
inches on the West or howsoever the same may be
bounded or expressed so to be in the plan attached
thereto and thereon coloured rec

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(General words and "all the estate" Clause)

To Have and To Hold the hereditaments and premises hereby granted or expressed so to be unto and to the use of the said Donee and assigns for ever

Exhibits

"O"

(Full Covenants for Title)

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Deed of Gift between Robert Benjamin Okayne and Ors. and Ayi Bonte.

27th December 1913 - continued.

10 Signed Sealed and Delivered)
 by both parties to these)
 presents in the presence of) (Sgd.) R. Ben Okai L.S.
 the undersigned witnesses)
 after the foregoing had)
 been read over interpreted)
 sic and explain in the Ga)
 Language by A. Francis)
 Quartey Owoo to both parties)
 the Donors and the Donee)
 who seemed perfectly to)
 understand the same before)
 20 making their marks thereto)

their
 Molai x L.S.
 Tetteh Fio x L.S.
 Tetteh Amienu x L.S.
 Ayi Bonte x L.S.
 marks

Witness to Marks
(Sgd.) A. Francis Quartey Owoo

Witness
(Sgd.) A. Francis Quartey Owoo

EXHIBIT "Q"

"Q"

DEED BETWEEN TETTEY QUAYE MOLAI AND S.A. DSANE

Deed between Tettey Quaye Molai and S.A. Dsane.

30 Tendered and admitted for Plaintiff in re Numo Ayitey Cobblah vs: J.W. Armah and 18 other cases. 2/2/51

28th January 1919.

DEEDS REGISTRY No. 64/1919.

CERTIFIED TRUE COPY

H.B. Benson

AG. REGISTRAR OF DEEDS

E.h. Cr. No: T178482 d/d 2/2/51.

THIS INDENTURE made the 28th day of January One thousand nine hundred and nineteen Between Tetteh Kwei Molai Acting Korley Priest for himself and the

Exhibits

"Q"

Deed between
Tettey Quaye
Molai and S.A.
Dsane.

28th January
1919 -
continued.

Elders of Korley people of Korley We of Ussher Town
Accra in the Eastern Province of the Gold Coast
West Coast of Africa (hereinafter called the Donors)
which term shall include their successors and as-
signs) of the one part and Samuel Abotchie Dsane of
Ussher Town Accra in the Province of the Colony
aforesaid (hereinafter called the Donee which term
shall include his heirs executors administrators
and assigns) of the other part Whereas the Donors
are seised in fee simple of the hereditaments here- 10
inafter described and intended to be hereby granted
and conveyed or otherwise well entitled to the same
And whereas for divers good causes to the Donors
rendered by the Donee and in consideration of natural
love and affection which the Donors have and bear
unto the Donee and in further consideration of one
sheep and pound (£1) given to the Donors by the
Donee on or before the execution of these present
the Donors do hereby give grant and convey over unto
the Donee All that piece or parcel of land situate 20
lying and being at Farnofarh Accra and bounded on
the North by R.B. Okine's land and measures 200 feet
more or less on the South by D.S. Quarcoopome's land
and measures 200 feet more or less on the East by
Terko's land and measures 200 feet more or less and
on the West by the Kibbi Road and measures 200 feet
more or less which said piece or parcel of land is
more particularly delineated and shown on the plan
hereto attached and coloured Red

(General words and "all the estate" Clause) 30

TO HAVE AND TO HOLD the said hereditaments and every
part thereof unto and to the use of the Donee his
heirs executors administrators and assigns for ever

(Full Covenants for Title)

In Witness Whereof the said Tetteh Kwei Molai
Acting Korley Priest and some Elders of Korley
People of Korley We hereunto set their hands marks
and seals the day and year first above written

10	Signed Sealed Marked and Delivered by the said Tetteh Kwei Molai and some Elders of Korley People of Korley We in the presence of the undersigned witnesses The foregoing having been first read and interpreted to them in the Ga Language by Thomas Addo when they seemed per- fectly to understand the same before executing it) Tetteh Kwei Molai L.S. his x mark Adamah x mark	his x mark L.S.	<p style="text-align: center;"><u>Exhibits</u></p> <p style="text-align: center;">"Q"</p> Deed between Tettey Quaye Molai and S.A. Dsane. 28th January 1919 - continued.
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Witnesses:

	Their
Commey	x
Quarshiefio	x
Terko Kwao	x
	marks

20	In Witness whereof the said Samuel Abotchie Dsane hath hereunto set his hands and seal the day and year first above written) (Sgd.) S.A. Dsane L.S.
----	---	-----------------------------

30	Signed Sealed and Delivered by the said Samuel Abotchie Dsane in the presence of the undersigned witnesses) (Sgd.) Joseph T. Ashong Katai his x mark R.O. Ofori (Sgd.) K. Tawiah Aryie " Chas.Jas. Ashong
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Exhibits

EXHIBIT "6"

"6"

AFFIDAVIT OF TETTEH QUAYE MOLAI

Affidavit of
Tetteh Quaye
Molai.

Tendered and admitted for defendant
in re Numo Ayitey Cobblah v. J.W.
Armah and 18 other cases. 13/2/51

4th September
1920.

3552/28.

IN THE SUPREME COURT OF THE GOLD COAST COLONY
EASTERN PROVINCE

AFFIDAVIT OF TETTEH KWEI MOLAI
ACTING KORLEY PRIEST

10

I, TETTEH KWEI MOLAI, Acting Korley Priest of Ussher
Town Accra in the Eastern Province of the Gold Coast
Colony make oath and say:-

1. That I am the Acting Korley Priest of Accra.
2. That on or about the 8th day of August, 1911, I
was present as a witness when Annan late of
Accra deceased then Acting Korley Priest of
Accra and his senior members of the Agbarh family
Mensah and Tettehfio both late of Accra deceased
for valuable consideration absolutely sold to
Nathaniel Charler Vanderpuye and Jemima Vander-
puye both of Accra aforesaid All that piece or
parcel of land situate lying and being between
Kpehe and Carlebiaway in the Accra District of
the Province of the Colony aforesaid and bounded
on the north by Korley land measuring Two Thou-
sand and Seven feet (2007') more or less on the
south by Atukpai land measuring two thousand and
sevenet-eight feet (2078') more or less on the
east by Dr. Reindorf's land measuring one thou-
sand one hundred and forty-one feet (1141') more
or less and on the west by Korley land measuring
Nine hundred and ninety-nine feet (999') more or
less and is more particularly described and de-
lineated on the accompanying plan shown to me
and marked "A".
3. That the said Anna, Mensah and Tettehfio were
the true and bona-fide owners and were seised in
fee simple of the said land and had good right
and title to sell the same to the said Nathaniel

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sic

Charles Vanderpuye and Jemima Vanderpuye their heirs executors administrators and assigns absolutely.

Exhibits

"6"

Affidavit of Tetteh Quaye Molai.

4th September 1920 - continued.

4. That prior to the sale as aforesaid the said Annan, Mensah and Tettehfio had open, undisturbed and undisputed possession of the said land for a considerable number of years.
5. That the said land is not Stool property and that at the time of the sale as aforesaid it was not encumbered in any way nor was it the subject of claim, demand or litigation in any Court or of any tribal or family disposition.
6. That all the members of the Agbarh who had any interest in the said land and whose consent, approval and concurrence in accordance with native law and custom were requisite and essential for the valid grant, disposal and sale of the said land did so consent, approve and concur.
7. That the said Nathaniel Charles Vanderpuye and Jemima Vanderpuye are well seised and possessed of the aforesaid land and I as the present Acting Korley Priest hereby declare that they will have quiet and peaceful possession of the said land without any interruption, claim or demand from or by me or my successors or any person or persons claiming from under or in trust for me or my successors and that I and my successors shall at all time defend the title of the same to the said Nathaniel Charles Vanderpuye and Jemima Vanderpuye their heirs executors administrators and assigns against all unlawful claims and demands.
8. And I solemnly swear to this affidavit to assure the absolute right and true title of the said Annan, Mensah and Tettehfio to the said land and to confirm the valid sale by them of the same to the said Nathaniel Charles Vanderpuye and Jemima Vanderpuye.

Sworn at Accra this 4th day of September, 1920, after the foregoing affidavit had been read over interpreted and explained to the deponent in the Ga language by Thomas Addo (Clerk to Crombine Steedman & Co.Ltd. (duly sworn) when he expressed himself perfectly to understand the same before making his mark hereto:

Tetteh	his
Kwei	x
Molai	mark

Before Me:

(Sgd.) ? ? ?
 COMMISSIONER FOR OATHS.

Exhibits

EXHIBIT "N"

"N"

DEED OF GIFT BETWEEN TETTEH KWEI
MOLAI AND CHARLES ADON TETTEY

Deed of Gift
between Tetteh
Kwei Molai and
Charles Adon
Tettey.

Tendered and admitted for Plaintiff
in re Numo Ayitey Cobblah vs: J.W.
Armah and 18 other cases. 2/2/51

13th December
1920.

THIS INDENTURE made the 13th day of December One thousand nine hundred and twenty (1920) BETWEEN TETTEH KWEI MOLAI Acting Korle Priest and Head of the Agbarh Family of Onamiorkor of Gbese Quarter Ussher Town Accra in the Eastern Province of the Gold Coast with the consent and approval of the members of the Agbarh family whose consent approval and concurrence in accordance with native law and custom are requisite and necessary for the valid grant alienation or disposal of the property hereby to be granted and conveyed which consent is hereby testified by some of the members subscribing their names to these presents as witnesses Acting for himself and as representing all the members of the Agbarh family (hereinafter called the "DONOR" which expression where the context so admits shall include his heirs successors executors administrators and assigns) of the one Part AND CHARLES ADON TETTEY also of Gbese Quarter in the Province of the Colony aforesaid (hereinafter called the "DONEE" which expression where the context so admits shall include his heirs executors administrators and assigns) of the other part WHEREAS the Donor as Acting Korle Priest is seised in fee simple free from incumbrances and possessed of and otherwise well entitled to the hereditaments hereby intended to be conveyed AND WHEREAS the Donor with the consent and approval of the members of the Agbarh is desirous of making a free and voluntary gift and disposition of the hereditaments and premises hereinafter described in favour of the Donee for the consideration hereinafter appearing NOW THIS INDENTURE WITNESSETH that in consideration of the esteem and affection of the said Donor and the members of the Agbarh for the said Donee and in consideration of the sum of Twelve Pounds (£12) given to the Donor and the members of the Agbarh by the Donee (the receipt whereof the Donor doth hereby acknowledge) and for divers other good causes and considerations the Donor on behalf of himself and the other members of the Agbarh doth

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Exhibits

"N"

Deed of Gift
between Tetch
Kwei Molai and
Charles Adon
Tetty.

13th December
1920 -
continued.

hereby give convey grant and make over unto the Donee his heirs executors administrators and assigns All that piece or parcel of land situate lying and being at Avenor in the Accra District and bounded on the North by Korley land measuring Two hundred and seventy-five feet (275') more or less on the Souty by Korley land measuring Three hundred feet (300') more or less on the East by Accra and Nsawam road measuring Four hundred feet (400') more or less and on the West by Korley land measuring Three hundred and eighty-one feet (381') more or less or howsoever otherwise the same may be known bounded described or distinguished which said piece or parcel of land is more particularly delineated on the plan hereto attached

sic
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(General words and "all the estate" Clause)

TO HAVE AND TO HOLD the same unto and to the use of the Donee his heirs executors administrators and assigns FOR EVER

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(Full covenants for title)

sic AND the Donor doty hereby declare that all the senior members and elders of the Agbarh whose consent and approval is essential for the validity of these presents have so consented and approved as is testified by some of them subscribing their names to these presents as witnesses.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

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Signed Sealed Marked and Delivered }
by the said Tetch Kwei Molai as }
Acting Korle Priest for and on be- }
half of himself and the members of }
the Agbarh after the foregoing in- }
denture had been read over inter- }
preted and explained to him in the }
Ga language by Thomas Addo when he }
seemed perfectly to understand the }
same before making his mark hereto }
in the presence of:-

Tetch his
Kwei x
Molai mark

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J.T. Ashong Katai their
James Okai x
Adaauh Kofi x
Kommev Kwao x
KofiOblortu x
Takoe Kwao x

Witness to marks marks
?

Exhibits

<p>"N"</p> <p>Deed of Gift between Tetteh Kwei Molai and Charles Adon Tettey.</p> <p>13th December 1920 - continued.</p>	<p>Signed Scaled Marked and Delivered) by the said Charles Adon Tettey after the foregoing Indenture had been read over interpreted and ex- plained to him in the Ga language by Thomas Addo when he seemed per- fectly to understand the same before making his mark hereto in the presence of :-</p> <p>Anyeekaikor x mark Ankonday x mark Mensah Quashie x mark Onya Kine x mark Prempeh x mark Tetteh x mark</p>	<p>Charles A. his Tettey x mark</p> <p style="text-align: right;">10</p>
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GOLD COAST LAND REGISTRY
Registered as No.78/1922 on pages 83
to 86 of Book No.2 of 1922.

"F"

EXHIBIT "F"

<p>Mortgage re Ashong Quarthey's Property.</p> <p>14th March 1921.</p>	<p><u>MORTGAGE re ASHONG QUARTEY'S PROPERTY</u></p> <p>Tendered and admitted for Plaintiff in re Numo Ayitey Cobblah vs: J.W. Armah and other cases. 31/1/51</p>	<p style="text-align: right;">20</p>
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THIS INDENTURE made the 14th day of March in the year of our Lord One thousand nine hundred and twenty one between MADAM OKAIKOR CHURU of Accra in the Gold Coast Colony West Coast Africa (hereinafter called the Mortgagor which expression shall where the context so allows includes her heirs executors administrators and assigns) of the one part and FAHIN JOSEPH HAGE of Nsawam in the Akwapim District of the Colony aforesaid (hereinafter called the Mortgagee which expression shall where the context so allows include his heirs executors administrators and assigns) of the other part. WHEREAS the Mortgagor is solely seised of the hereditaments and premises hereinafter described and the inheritance thereof in fee simple in possession free from incumbrances AND WHEREAS the Mortgagor has requested the Mortgagee and the Mortgagee has agreed to emply WILLIAM ASHONG QUARTEY of Accra in the Colony aforesaid as Produce Buyer and General Assistant at Nsawam or

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elsewhere in the Colony aforesaid upon the Mortgagor giving security by way of Mortgage for the due performance by the said WILLIAM ASHONG QUARTEY of his duties as such Produce Buyer and General Assistant and to secure the repayment of any deficiency in the accounts of the said WILLIAM ASHONG QUARTEY not exceeding the sum of ONE THOUSAND POUNDS (£1000) NOW THIS INDENTURE WITNESSETH that in consideration of the premises the Mortgagor for herself her heirs executors administrators and assigns hereby covenants with the Mortgagee his heirs executors administrators and assigns to pay to the Mortgagee his heirs executors administrators and assigns on demand any sum or sums of money which may be found due and owing by the Mortgagor to the Mortgagee after the termination of the employment of the said WILLIAM ASHONG QUARTEY with the Mortgagee the said sum of ONE THOUSAND POUNDS (£1000) or any less amount which may be found due to the Mortgagee from the said WILLIAM ASHONG QUARTEY by reason of his employment as such Produce Buyer and General Assistant as aforesaid AND THIS INDENTURE ALSO WITNESSETH that in consideration aforesaid the Mortgagor hereby grants unto the Mortgagee his heirs executors administrators and assigns ALL that piece or parcel of land situate lying and being at Kokomlemle in the Accra District of the Colony aforesaid and bounded on the North by J.H. Adams and Obo Addy's lands measuring One thousand four hundred and fifty six feet (1456'-0") more or less on the South by Tetteh Kwamin's land measuring One thousand two hundred and twenty-five feet (1225'-0") more or less on the East by Tetteh Kwamin's land measuring Three hundred and sixty-six feet (366'-0") more or less and on the West by Kibi Road from Accra to Nsawam measuring Five hundred and fifty-three feet (553'-0") more or less or howsoever otherwise the same may be bounded known described or distinguished and is delineated on the Plan drawn hereunder and therein edged Pink

(General works and "all the estate" Clause)

TO HOLD the same unto and to the use of the Mortgagee his heirs executors administrators and assigns PROVIDED ALWAYS that if any sum not exceeding ONE THOUSAND (£1000) which shall at any time on the termination of his Agreement as such Produce Buyer and General Assistant as aforesaid be due from the said WILLIAM ASHONG QUARTEY shall be paid on demand the said premises shall at the request and cost of the Mortgagor her heirs executors administrators

Exhibits

"F"

Mortgage re
Ashong Quarthey's
Property.

14th March
1921 -
continued.

Exhibits

"F"

Mortgage re
Ashong Quartey's
Property.

14th March 1921
- continued.

and assigns be reconveyed to her AND the Mortgagor hereby covenants with the Mortgagee his heirs executors or assigns that NOTWITHSTANDING any act deed or thing by the said Mortgagor done or knowingly suffered SHE the Mortgagor now has good right to grant the said land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Mortgagee in manner aforesaid

(Other mortgage provisions)

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first above written.

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SIGNED SEALED AND DELIVERED by)
the said Okaikor Churu the)
foregoing Indenture having)
been first read over and ex-)
plained to her in the Ga langu-)
age by ? Lartey who seemed)
perfectly to understand the)
same and made her mark thereto)
in the presence of :-)

Okaikor
Churu

her
x
mark

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Oday her
x
mark

Witness to marks:

(Sgd.) W.A. Quartey.

SIGNED SEALED AND DELIVERED by)
the said Fahim Joseph Hage in)
the presence of :

(Sgd.) F. Hage.

(Sgd.) W.A. ? Thompson
SOLICITOR,
ODIASUPABAH CHAMBERS,
A C C R A.

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Tetteh Kwamin's
land.
366'-0"

J.H. Adams and Obo Addy's properties
1456'-0"

PLAN OF LAND

225'-0"

Tetteh Kwamin's land

555'-0"
Kibi Road.

EXHIBIT "L"JUDGMENT AND PROCEEDINGS IN DJANE
NUKPA v. TETTEH ADDY

Tendered and admitted for Plaintiff
in re Numo Ayitey Cobblah v. J.W.
Armah etc. and 17 other cases.

1/2/51

Exhibits

"L"

Judgment and
Proceedings
in Djane
Nukpa v.
Tetteh Addy.

22nd May 1916.

10 In the Tribunal of Gbese Mantse held at Gbese
Accra on Monday the 22nd May, 1916,
Before Nee Ayi Bonte, Gbese Mantse (President)

Djani Nukpa and ors per
J. Afutu Cotey

v.

Tetteh Addy

Plaintiffs claim £25 damages for trespass on
Plaintiffs' land at Akoandoh.
Defendant pleads not having committed trespass on
Plaintiffs' land at Akoandoh.

20 Plaintiffs' surety Quao Cotey his x mark
Defendant's surety Richard Addy his x mark

In the Tribunal of Gbese Mantse held at Gbese,
Accra on Monday the 22nd May, 1916. Before Nee
Ayi Bonte Gbese Mantse (President)

Djani Nukpa and ors. per J. Afutu Cotey

v.

Tetteh Addy.

Plaintiffs claim £25 damages for trespass on
the Plaintiffs property situate at Akoandoh.

30 Plaintiffs' surety Quao Cotey his x mark
Defendant's surety Richard Addy his x mark.

Plaintiffs' representative sworn on Korle fetish.
My name is James Afutu Cotey. I am a cocoa plan-
ter and petty trader and live at Accra. Our late

Exhibits

"L"

Judgment and
Proceedings
in Djane
Nukpa v.
Tetteh Addy.

22nd May 1916
- continued

father named Cotey owned land at Akoandoh which the old Korle Priest called Numo Annan gave him. Our father lived and worked on this land for years before he died. When he was about to die he told us his children not to part with that land and so after his death we have always been taking care of the land and when people wanted some to cultivate they applied to us and we gave them portions to cultivate. One or those to whom we have given portions to cultivate by name Kodjoe came to me one night and reported to me that Defendant is committing trespass on our father's land and that he Defendant is driving them from the said land. Myself and my brothers one day went to the land and saw Defendant having tilled a large portion of the said land and cut down brances of some of the cashew trees and burnt them under the trees. We also met him planting corn and he had already planted plantains on the land. I asked Defendant whether he does not know the place is called "Akoandoh" and he replied that it was called so in former days but now it is called "Obohng". I asked him whether by the new name of the place he wants to take the land from us for himself and he said it is what he means. Not being satisfied with what he spoke with us myself and my brothers went to Lawyer C.J. Bannerman and asked him to write Defendant to stop committing trespass on the land. Defendant received the letter but he made no reply. We sued Defendant to show cause why he is taking our father's land from us.

sic
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sic

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xxd by Defendant -

Q. How many Coteys lived in Onamlekor in addition to your late father Cotey?

A. I knew of only one Cotey in addition to our father.

Q. That Cotey and your late father were of one father?

A. No.

Q. How many mango trees and cashew trees your late father had at Manleshi?

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A. He never lived there to get mango and cashew trees there.

Exhibits

"L"

Judgment and
Proceedings
in Djane
Nukpa v.
Tetteh Addy.22nd May 1916
- continued

Q. If the late Manche Tackie Tawiah would write me to quit the land on which I was living near the hospital and the late Acting Manche Ayikai could also inform him that he had no right to write me such letter was the late Ayikai telling a lie?

A. He would not be telling a lie provided you were not taking another person's land to yourself.

10 Q. At the time your father worked on the land in dispute had not Mayara and Kwabenyan been built?

A. Mayara and Kwabenyan had already been built.

Case adjourned till Thursday 25th inst.

Thursday 25th May, 1916.

Case resumed.

Cross-examination by Defendant continued.

20 Q. If any white man (Government Official) has called me and shown the boundary between Osus and Accra is that white man telling a lie?

A. If any white man except a Surveyor, will tell you so he is telling a lie.

Q. If anybody will say that the land in dispute had been passed before Kwabenyan was built is the person telling a lie?

A. No the person is not telling a lie.

Q. If Mr. Philip Randolph will say that Atukpai and Osu form boundary is he telling a lie?

30 A. If he will say that from Atukpai one goes to Osu he is not telling a lie, but if he says that Atukpai and Osu form boundary he is telling a lie.

Q. If Manche Ayi Bonte would say that a land with four storey house on it at Okaishi, I was the person to whom the compensation be given is he telling a lie?

A. I do not know of any four storey house at Okaishi.

Exhibits

"L"

Judgment and
Proceedings
in Djane
Nukpa v.
Tetteh Addy.

22nd May 1916
- continued

Q. If Manche Ayi Bonte would say that I am the person to represent the Atukpals in the matter of the land acquired by the Government is he telling a lie?

A. I do not know this.

Saturday 3.5.16.

Suit No. 356.

Djani Nukpa and Ors. per J. Afutu Cotey

v.

Tetteh Addy.

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Defendant sworn on Bible and states.
My name is Samuel Addy or Tetteh Addy. I live at Otuopai I am a trader and farmer. About 2 years ago I was brought here or under the Gbese Manche and I was ordered by Quarcoo Addy and Botchey to live the house and when I left here I went with Richard Addy to start cultivating. Tetteh Kwamin sent one of his children to stop me from cultivating, and I went and took the prickly thorns away. One Kwao Churu also came to cultivate, this man is father-in-law to Tetteh Kwamin and I stopped him also from cultivating. I once bought some mango trees there and whilst clearing it one Akorkor met me and told me that his son Akutteh got it and I told him that I bought it from Akutteh. Akorkor told me then he also got some there to sell and I asked him where to find them and about one week after Akorkor went and showed me his trees and arranged with him. I did not go to arrange it for myself but a family of mine asked me to do so for him and I went with the party and I showed him the trees in Akorkor's absence. Addy asked me that if he bought the trees he cannot get land to cultivate and get cassava to chop and I ordered him to cultivate a piece attached to the mango trees. In this case I received a letter from C.J. Bannerman from Afutu that I have trespassed on his land and after this Quarcoo Addy took Akpor to go and show him my land or where I used to cultivate. Then afterwards Odoi Quao got summons. I went and showed the letter to Quarcoo Addy and afterwards he took Akpor to show him where I was cultivating and ordered that Odoi Quao be summoned. When I got summons Odoi Quao and I went and showed my portion where I used to cultivate and Quarcoo Addy saw that

sic

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sic

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it was not Odoi Quao but Akuandoh and the summons was altered to be Akuandoh. When going with Anum he ran away and when we got to a certain point he Anum ordered us to return back and see a cassava farm. I have driven Okai and Quao Churu before and not the Plaintiffs but these persons such as Quarcoo Addy, Tetteh Kwamin and Anum.

Exhibits

"L"

Judgment and
Proceedings
in Djane
Nukpa v.
Tetteh Addy.

XXd by Plaintiffs -

10 Q. How many days since you saw me with Quarcoo Addy and Akpor when arranging for this case?

22nd May 1916
- continued.

A. About one month.

Q. What was the first matter said by Quarcoo Addy before we came to this case?

A. I was not there when you met.

Q. As you were not how came you to know that I got a bottle of rum and drank with Teckoe and afterwards took action against you?

A. You said this in presence of Randolph, Quarcoo Addy, Teckoe and Afutu.

20 Q. How many years since you started cultivating in Akuandoh?

A. 30 years passed as I had three farms there I had mango.

Q. How many days since you received this summons?

A. I can't remember the days.

Q. Were you here for the cashew trees or the road cut through the hills we are talking about?

A. (sic)

30 Q. How long since you made the cutting or farm on the land? Akuandoh?

XXd by Tribunal to Defendant:

Q. What are your relationships to Tetteh Kwamin, Quarcoo Addy and Anum?

Exhibits

"L"

Judgment and
Proceedings
in Djane
Nukpa v.
Tetteh Addy.

22nd May 1916
- continued.

A. Tetteh Kwamin and Anum are cousins but Quarcoo Addy is our son.

Q. What are their relationship to Plaintiffs?

A. Afutu to their son.

Q. How came Afutu to be your son?

A. On account of marriage relations.

Q. Is Afutu marrying their daughter or their daughter marrying Afutu?

A. Afutu's half brother marrying Tetteh Kwamin's daughter.

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Q. Would Tetteh Kwamin take your property and dash to Afutu?

A. Yes, he would do so.

Q. What is Tetteh Kwamin to Otuopai?

A. He is one of the headmen or captain.

Q. If he is one of the headmen or captains of Otuopai and he ordered you not to do something bad would he have done you bad?

A. Yes.

Q. Why?

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A. Because he is a backbiter.

Q. If he had not been backbiter and told you to leave something that belongs to you would you have left it or given it away?

A. Yes.

Q. If a man back biting you what do you call him?

A. Accra people used to call him an enemy or hater.

Q. So Tetteh Kwamin is your enemy or hater?

A. Yes Tetteh Kwamin is my enemy.

XXd Plaintiff further continues.

Exhibits

Q. Do you say you met Kwao Churu and Akorkor there or they met you there?

"L"

Tribunal orders Plaintiff's representative to stop his cross examination and adjourned to Monday the 5th June, 1916.

Judgment and Proceedings in Djane Nukpa v. Tetteh Addy.

Monday 5th June, 1916.

22nd May 1916
- continued.

Suit No. 356.

Djanie Nukpa and ors. per J. Afutu Cotey

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versus

Tettey Addy.

Plaintiffs sued Defendant for committing trespass on their land situate at Akuandoh. Defendant denied having committed trespass on the land. The case was heard and Plaintiffs stated their case through James Afutu Cotey. Defendant cross examined Plaintiffs. In consequence of Defendants' question the land in dispute was ordered to be viewed by representatives of the Tribunal from whose report the Tribunal concluded that Defendant has indeed committed the trespass. Defendant stated that from Okaishi to Akoandoh hill belongs to the people of Atukpai whom he is representing but this statement is not admitted because of his not being in unity with them. The Tribunal decided that Defendant has not right to the mango and cashew trees planted by him in the place of those which he wilfully destroyed but that he has right to dig up the casava planted by him and not to replant it. Plaintiffs requested that Defendant should pay rent for the land on which the mango trees which he bought from those farming on the land are standing. In answer to this request the Tribunal suggested to the Defendant to see Plaintiffs at home and arrange with them. Both parties agreed to this suggestion. Tribunal considerating the whole matter came to the conclusion that Defendant is guilty of trespass on Plaintiffs' land and so councillors returned judgment against Defendant with costs:-

Judgment.

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sic

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(Items of Costs deleted from this Record).

Mkd. Ayi Bonte his x mark
GBESE MANCHE

Sgd. J.H. Adams
Stool Clerk.

Exhibits

EXHIBIT "56"

"56"

DECLARATION BY J.A. KOTÉY

Declaration
by J.A.Kotey.

Tendered and admitted for Defendant
in re Numo Ayitey Cobblah v. J.W.
Armah and Another. 26/2/51

18th January
1922.

No. 42/1922.

THIS INDENTURE made this 18th day of January in the year of our Lord One Thousand nine hundred and Twenty two (1922) WHEREAS KOTÉY late of Accra deceased was first who worked at Akwandor land by gift from Numo Annan the late Korley Priest about ten (10) years before the bombardment of Christiansborg of all that piece or parcel of land situate lying and being at Akoqandor Kwabenyan Road otherwise called Kibbi Road Ussher Town Accra in the Ga Division of the Accra District of the Eastern Province of the Gold Coast Colony West Coast of Africa which said piece or parcel of land is more particularly described herein and delineated on the plan hereto attached AND WHEREAS Nyanku-Mago the eldest son of Kotey and successor of him the father of me the Declarant herein took possession of the said land on the death of the said Kotey AND WHEREAS the said land came over to us JAMES AFUTU KOTÉY and DSANI after the death of Nyanku-Mago when we came into years of discretion by succession AND WHEREAS I the said JAMES AFUTU KOTÉY was fully empowered by the said Dsani to swear to the Declaration herein after we had entered upon the said land and had open known undisturbed and undisputed possession of the same for a period of over forty (40) years with the exception of Tetteh Addy who disputed our right and an action was taken against him at the Native Tribunal of Gbese Mantse Accra aforesaid in a case entitled Djarnee Nukpa and others per James Afutu Kotey versus Tetteh Addy Suit No.356 and Judgment was given in our favour on the 24th day of July, 1916 AND WHEREAS when my said father was alive he allowed portions of the said land to be worked by many people and their children are there on the land now among whom are Kojo Nakpali in Agetebush village near Accra Kwamin Churu of the same place whom I allowed to work as their father also work there by permission from my late father NOW THEREFORE I THE SAID JAMES AFUTU KOTÉY of Accra aforesaid Planter

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and Trader being now about the age of Sixty (60) years do solemnly and sincerely declare :-

Exhibits

"56"

Declaration
by J.A.Kotey.

18th January
1922 -
continued.

1. That I have had for a period of over forty (40) years open known undisturbed and undisputed possession of ALL THAT PIECE OR PARCEL OF LAND situate lying and being at Akwador Kwabenyan Road otherwise called Kibbi Road Ussher Town Accra aforesaid and bounded on the North by Atah Nunoo's Atukpai family land and N.C. Vanderpuye's land on the South by Jorwuru on the East by Jimama Vanderpuye's land and a road from Christiansborg to Kotobabi and on the West by Tetteh Kojo's land and a water course including part of the Jowuru and measuring on the North Six Thousand Six Hundred and Twenty five feet (6625'-0") on the South Six Thousand Six Hundred and Eighty feet (6680'-0") on the East Two thousand Seven Hundred and Twenty four feet (2724'-0") and on the West Two thousand two hundred and fifty one (2251'-0") which said piece or parcel of land is more particularly described and delineated on the plan hereto attached and thereon marked "A".
2. That I always understood and never having heard the contrary now verily believe that the said land was occupied possessed and used by my father Kotey late of Accra deceased as freehold land under a possessory title of considerable years as gift and that no adverse claim was ever made thereto in his lifetime.
3. That I have never paid and have always understood and now verily believe my late father never paid any rent or toll or equivalent for the said land or made any other acknowledgment of title to any person or persons whatsoever thereto but the contrary I have been told and verily believe that he often declared that no other person than himself had any right or title to the said land or any part thereof.
4. That on the death of the said Kotey the said land fell into the possession and care of Nyanku-Mago who was the successor of the said Kotey.
5. That when I came to years of discretion and when the said Nyanku-Mago died Dsani and I succeeded him and by consent from the said Dsani as mentioned above I entered into possession and

Exhibits

"56"

Declaration
by J.A.Kotey.
18th January
1922 -
continued.

occupation of the said land of which I have
always held continued possession up to the date
of these presents.

6. I make this solemn declaration of our title to
the above mentioned land and our use of the same
conscientiously believing the same to be true
and by virtue of the Statutory Declaration Act
1835.

SUBSCRIBED AND SOLEMNLY DECLARED)
by the above mentioned JAMES)
AFUTU KOTey after the contents)
of this declaration had been)
read over interpreted and ex-)
plained to him in the Ga Language)
by S.D. Codjoe and he seemed per-)
fectly to understand the same)
before executing in the presence)
of the undersigned.)

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James A. Kotey

Before Me:

Bruce Crabbe,
DISTRICT COMMISSIONER.

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S.D. Codjoe
Interpreter and Witness to Signature.

Witness -
Re Sumo Attuquayefio.

Gold Coast Land Registry.

Registered as No.42/1922 on pages 4 to 6 of
Book No.2 of 1922.

A. White
REGISTRAR OF DEEDS

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EXHIBIT "J"DEED BETWEEN TETTEY QUAYE MOLAI
AND ELIZABETH LAMPTEY

Tendered and admitted for Plaintiff
in re Numo Ayitey Cobblah v. J.W.
Armah etc. and 17 other cases.

31/1/51

Exhibits

"J"

Deed between
Tettey Quaye
Molai and
Elizabeth
Lampsey.

11th June
1924.

Deeds Registry No. 349/1925.

10 THIS INDENTURE made the 11th day of June one
thousand nine hundred and twenty four Between Tetteh
Quaye Molai acting for and on behalf of Korle Wulomo
as Head of Onamiorkor or Korle people of Ussher Town
Accra in the Eastern Province of the Gold Coast
Colony West Africa (hereinafter called "the Donors"
which expression where the context so requires or
admits shall include their heirs executors admini-
strators and successors and assigns) of the one
part and Eliza Lampsey alias Affi of Accra in the
Province of the Colony aforesaid (hereinafter called
20 "the Donee" which expression where the context so
require or admits shall include her heirs executors
administrators and assigns) of the other part
Whereas the Donors are seised in fee simple in pos-
session free from incumbrances of the hereditaments
hereinafter described And Whereas the Donors have
at the request of the Donee agreed to give to the
Donee the hereditaments intended to be hereby granted
as a Gift (which was previously as now agreed to and
approved by the Korle people by their Head Annan
30 Bibio now deceased) to the Donee for her sole use
and inheritance thereof free from all incumbrances
and to be disposed of in any manner which she the
said Donee shall think fit And Whereas in consid-
eration of the sum of Fourteen Pounds (£14) paid by
the Donee to the Donors as drink for such gift (the
receipt whereof the Donors do hereby release the
Donee) Now this indenture witnesseth that in pur-
suance of the said agreement and in consideration
of the sum of Fourteen Pounds (£14) paid by the
40 Donee on or before the execution of these presents
the Donors do hereby grant unto the Donee All that
Piece or parcel of land situate lying and being at
Accra aforesaid off Accra-Nsawam Road bounded on
the North by Mary Aryeetey's property measuring Two
hundred feet (200') more or less on the South by
property belonging to Yaya measuring Two Hundred

Exhibits

"J"

Deed between
Tettey Quaye
Molai and
Elizabeth
Lamptey.

11th June
1924 -
continued.

feet (200') more or less on the East by Botchway's property measuring Two hundred feet (200') more or less and on the West by Accra-Nsawam Road measuring Two hundred feet (200') more or less or howsoever otherwise the same may be known bounded or described and is more particularly delineated on the plan hereto attached

(General words and "all the estate" Clause)

To Have and To Hold the hereditaments hereby granted or expressed so to be unto And To The Use of the Donee for ever

10

(Full Covenants for Title)

In Witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by
the said Tetteh Quaye Molai as
Head of Onamiorkor or Korle
people after this Indenture had
been read over interpreted and
explained to him by J.A. Papoe
in the Ga language when he
seemed perfectly to understand
the same before making his
mark thereto in the presence
of the undersigned witnesses:)

Tetteh Quaye his
Molai x
(L.S.) mark

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(Sgd.) J.T. Ashong Katai his
Aryeetey Cocblah x
mark

Signed sealed and delivered by
the said Eliza Lamptey (alias
Affi after this Indenture had
been read over interpreted and
explained to her by J.A. Papoe
in the Ga language when she
seemed perfectly to understand
the same before making her
mark thereto in the presence
of the undersigned witnesses:)

Eliza Lamptey her
alias Affi x
mark

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sic Gbese Mantsi Ayi Bonte his
(Sgd.) George D. Laryea x
(Sgd.) Ben C. Quarminah mark

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Witness to mark
(Sgd.) J.D. Sackey.

EXHIBIT "11"

Exhibits

WRIT OF SUMMONS AND JUDGMENT IN TETTEH

QUAYE MOLAI v. DR. NANKA BRUCE

"11"

Writ of Summons
and Judgment
in Tetteh
Quaye Molai
v. Dr. Nanka
Bruce.

Tendered for Defendant, admitted
by consent in re Numo Ayitey
Cobbiah v. J.W. Armah and 18
other cases. 13/2/51

Exhibit "A"

21st January
1927.
11th May 1928.

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Put in evidence by the 1st Defendant
no objection admitted and marked
Exhibit "A" in Bruce v. Gbeke & Allotey.

(Sgd.) Wulf-Malm
23/10/42.

No. 25

Suit No. 25/1927

IN THE SUPREME COURT OF THE GOLD COAST
COLONY, EASTERN PROVINCE
DIVISIONAL COURT HOLDEN AT
VICTORIABORG, ACCRA.

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Tetteh Kwei Molai for himself and as the
Representative of other Members of the
Korle Webii Plaintiff

and

Emma C. Bruce, Dr. F.V. Nanka-Bruce and
Tetteh Koblah Defendants

To: Emma C. Bruce, Dr. F.V. Nanka-Bruce and
Tetteh Koblah, all of Accra.

30

You are hereby commanded in His Majesty's name
to attend before this Court at Victoriaborg Accra,
on Wednesday the 3rd day of August, 1927, at 8.30
o'clock in the forenoon, then and there to answer a
Suit by Tetteh Kwei Molai for himself and as the
Representative of other members of the Korle Webii
of Accra against you.

The Plaintiff claims a declaration against the
Defendants that all that piece or parcel of land

Exhibits

"11"

Writ of Summons
and Judgment
in Tetteh
Quaye Molai
v. Dr. Nanka
Bruce.

21st January
1927.
11th May 1928.
- continued.

situate on both sides of the Accra - Nsawam Road near Avenor and Kokomlemle villages bounded on all sides by lands belonging to the Korle Webii and extending from Odor Djor on the South West in a Northerly direction to land in the occupation of one Ofosu Quartey and thence in an Easterly direction across the said Accra - Nsawam Road to Anteh's Ruins near Kpehe otherwise Lutterodt's village thence in a Southerly direction to land belonging to J.H. Adams and thence in a Westerly direction to the said Odor Djor, forms a portion of the lands belonging to the Korle Webii and not the property of the Defendants.

10

Issued at Victoriaborg, Accra, the 21st day of January, 1927.

Judgment.
11th May 1928

11th May, 1928.

In the Supreme Court of the Gold Coast Colony, Eastern Province held at Victoriaborg, Accra, on Friday the 11th day of May, 1928, before His Honour Mr. Justice Joseph Meroy St. John Yates.

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Tetteh Kwei Molai for himself and as
Representative of the members of the
Korle Webii Plaintiff

vs:

Emma C. Bruce, Dr. F.V. Nanka Bruce
and Tetteh Koblah Defendants

JUDGMENT -

In this case the Plaintiffs ask the Court for a declaration that certain lands, as described in the Writ of Summons, belong to the Plaintiffs and are not the property of the Defendants.

30

It appears to me that much unnecessary time has been wasted in this Court, as neither side has taken the advantage of using interlocutory proceedings to define the issue, and consequently it was not until late in the trial, that the boundaries of the land in dispute were defined, and these now cannot be stated with certainty or precision. From the evidence and for the purpose of this case, however, it would appear that the land claimed by the plaintiffs may be fairly described as follows:

40

"The land on the right side of the Nsawam Road now alleged to be in possession of Tetteh Kwei Molai and Yartey Kwame and the lands on the left side of the Road i.e. leading from Accra, situate between the land of Tetteh Azuo on the North and the Southern boundary of the land alleged to be occupied by Lamptey which lands however all included in those described in the Writ"

Exhibits

"11"

Writ of Summons and Judgment in Tetteh Quaye Molai v. Dr. Nanka Bruce.

21st January 1927.
11th May 1928
- continued.

10 The Plaintiffs claim their title from time immemorial and say that the lands in question are and always have been Ga Lands, and that the Korle Webii Stool is a subsidiary stool to the Ga Stool, and although the Ga Manche is the paramount chief, yet the Korle Webii have the right as caretakers of these lands, to sue or be sued in respect of them as the case may be and have power to alienate such land and upon the evidence given by the Ga Manche and the Gbese Manche I hold that their contention is correct.

20

The Plaintiffs maintain also that if a grant was made to an ancestor of the Defendants of certain land in the district for the purposes of farming - that their ownership of the land was never lost, and further that the person put upon the land by the Defendants ancestor either abandoned the land or was driven off the same for non compliance of the native custom of paying tribute, and therefore the ownership never led to them.

30 The Defendants claim their title from one Okai Tiseh, a great uncle of the two Defendants Bruce, and I find as a fact that a grant was made of land for the purpose of farming by the then Korle Priest to Okai Tiseh of Korle Webii lands in this district and further that Okai Tiseh ordered a slave of his, one Kadabi to choose the land and go and farm there. There is of course no documentary evidence to shew what lands were granted to Okai Tiseh but there is sufficient evidence to shew that Kadabi farmed and

40 built a house on some land on the right of the Nsawam Road - and it is probable that the house or rather hut was built on the land now alleged to be occupied by Tetteh Kwei Molai. There is evidence which I believe to shew that after a short time Kadabi moved his dwelling from the right side of the Nsawam Road to a spot on the left side close to the Odojor Stream and that from that dwelling he farmed not only the land on the right side of the road but

Exhibits

"11"

Writ of Summons
and Judgment
in Tetteh
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Bruce.

21st January
1927.
11th May 1928
- continued

also the lands on the left side claimed by the Defendants together with 4 of his countrymen and fellow slaves Adanajah, Nyamiyeabro, Benyaadi and Nyortaben.

The Plaintiffs contend that Kadabi was removed from the land he occupied for non payment of tribute, but the evidence of this is so unsatisfactory that I cannot believe it and it is somewhat remarkable if it be true that if the land in question was in fact granted to Okai Tiseh which I believe - that tribute should be demanded from Kadabi who was merely a slave, and not from the person to whom the land was granted.

10

It is further contended that Kadabi abandoned the land. Now the evidence on this point to my mind is clear - Kadabi had land at Mayara where he used to go and farm in the dry season, as in the absence of rain the Avenor lands were unsuitable. When he left Avenor there is evidence he left one Adabu in charge - and there is no evidence to the contrary. And so far as I can see the Plaintiffs solely rely on the fact that Kadabi died at Mayara to support this contention.

20

Now Kadabi died about 1880 at which time Okai Tiseh was already dead and there is an hiatus between then and 1896 so to what happened to the farm by Kadabi but there is evidence to show - given by Tetteh Koblah - that from 1880 till 1896 Adabu who was in charge when Kadabi was at Mayara remained in charge until 1896 when he died. I am not entirely satisfied with this evidence but I repeat it for what it is worth.

30

Now on the death of Adabu - there is trustworthy evidence that Tetteh Koblah was put in charge of the lands by the late Mrs. Hutton-Mills a sister of the Bruce Defendants. He apparently, and it is not disputed, plucked the fruit of the mangoe trees upon the lands on the left side of the road and handed them to Mrs. Hutton-Mills until her death, and afterwards, save for a short period when the trees were pawned by one Larlay who was the daughter of Adanajah to the mother of Lamptey who now occupied a portion of the land in question and which pledge was redeemed to the late Mrs. Hutton-Mills successor.

40

On the above premises I am invited to grant a declaration of title in favour of the Plaintiffs.

In my view neither side has proved their case satisfactorily. I am satisfied that prior to the grant to Okai Tiseh the Korle Webii were owners of the land - and had the power subject to the assent of the paramount stool to alienate land in their district in which this land lies, but owing to the vagueness of the evidence of native custom adduced before me as to what their powers of alienation were, and owing to the vagueness and contradictoriness of the historical evidence concerning the portion of land so granted to the original grantor or of its use and occupation by the Licensees of the grantee, or of its abandonment, I am unable to say that they are today, the true owners of the land in dispute.

Following therefore the decision in Hammond vs: Ababio IV. Full Court 1919 page 23. I non suit the Plaintiffs with costs to be taxed.

(Sgd.) St. John Yates
Judge

Counsel -

Mr. K. Quartey Papafio for the Plaintiffs.
Mr. Alex Hutton-Mills for the Defendants.

EXHIBIT "31"

INDENTURE BETWEEN AKO ODOI & ORS.
AND JOHN WILLIAM APPIAH

Tendered, admitted in evidence and marked Exhibit "31" in re Numo Ayitey Cobblah, etc. vs: J.W. Armah & other consolidated cases.
9/5/51.

THIS INDENTURE made the 29th day of September One Thousand Nine Hundred and Twenty-Seven (1927) Between Ako Odoi, Quarcoo Nerquaye, Abiashie Mary Rosmond Appiah and Nee Tettehfio all of Gbese Quarter Ussher Town Accra in the Accra District in the Eastern Province of the Gold Coast Colony West Africa acting for themselves and with the assent and concurrence of the family of Nee Odoi Kwao which assent and concurrence is testified by some of the members of such family joining in the execution of these presents (hereinafter called the

Exhibits

"11"

Writ of Summons
and Judgment
in Tetch
Quaye Molai
v. Dr. Nanka
Bruce.

21st January
1927.
11th May 1928
- continued.

"31"

Indenture between Ako Odoi & Ors. and John William Appiah.

29th September
1927.

Exhibits

"31"

Indenture between Ako Odoi & Ors. and John William Appiah.

29th September 1927 - continued.

Vendors) of the one part and John William Appiah also of Accra in the Province of the Colony aforesaid (hereinafter called the Purchaser) of the other part WHEREAS the said Nee Odoi Kwao is dead AND WHEREAS the said Vendors are the principal members of the family and successors according to Native Law and Custom AND WHEREAS the said Vendors are seised and otherwise entitled to the hereditaments and premises intended to be hereby granted and conveyed and the inheritance thereof in fee simple in possession free from incumbrances AND WHEREAS the Vendors have agreed with the purchaser for the absolute sale to him of the said hereditaments and premises at the price of two hundred and twenty-five pounds (£225) NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of two hundred and twenty-five pounds (£225) to the Vendors paid by the Purchaser on or before the execution of these presents (the receipt whereof the Vendors do hereby acknowledge and from the same do hereby release the Purchaser) the Vendors as beneficial owners do hereby grant and convey to the purchaser his heirs executors administrators and assigns all that piece or parcel of land situate lying and being at Nee Odoi Kwao's Jor near Adabraka in the Accra District in the province of the Colony aforesaid and bounded on the North by Okako or Osu Stool lands measuring two thousand (2,000) feet more or less on the South by property of Sarbah and an open land measuring in two separate line two thousand two hundred and thirty-eight (2,238) feet more or less and one thousand seven hundred and eighty (1,780) feet more or less making a total of Four thousand and eighteen (4,018) feet more or less on the East by Osu Stool lands measuring two thousand and sixty-four (2,064) feet more or less and on the West by the properties of Tetteh Kodjo and Kotey measuring Three thousand and forty-five (3,045) feet more or less or howsoever otherwise the same may be known bounded described or distinguished and is more particularly delineated and described on the plan attached to these presents and therein edged red

(General words and "all the estate" Clause)

TO HAVE AND TO HOLD the hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser his heirs executors administrators and assigns for ever

(Full Covenants for Title)

Exhibits

IN WITNESS WHEREOF the parties hereto have hereunto set their hands marks and seals the day and year first above written.

"31"

Indenture between Ako Odoi & Ors. and John William Appiah.

29th September 1927 - continued.

10
sic

Signed sealed marked and delivered by the within-named Ako Odoi, Quarcoo Nerquaye, Abiashie and Nee Tettehfio after this Indenture having been first read over interpreted and explained to John Quo Abbey in the Ga language to them when they seemed perfectly to understand the same before touching pen and their marks made in the presence of:	Ako Odoi	x	Their
	Quarcoo	x	
	Nerquaye	x	
	Abiashie	x	
	Nee Tettehfio	x	marks

(Sgd.) J. Quao Abbey
Law Clerk
Interpreter and Witness to marks.

20

Signed sealed and delivered by the within-named Mary Rosmond Appiah after this Indenture having been first read over and interpreted to her in the Ga language by John Quao Abbey when she seemed perfectly to understand the same before signing her name in the presence of:	(Sgd.) Mary R. Appiah
--	-----------------------

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(Sgd.) J. Quao Abbey
Law Clerk

(Sgd.) Joana D. Appiah

Signed sealed and delivered by the within-named John William Appiah in the presence of:	(Sgd.) J.W.Appiah
---	-------------------

(Sgd.) J. Quao Abbey
Law Clerk

PLAN OF LAND ATTACHED REFERRED TO

Gold Coast Land Registry

40 Registered as No.215/1929 on pages 481 to 485 of Book No.8 of 1929.

(Sgd.) J.F.H.W. Fawcete
REGISTRAR OF DEEDS.

Exhibits

EXHIBIT "33"

"33"

INDENTURE BETWEEN AUGUSTINA A. OWOO
AND J.H. ADAMS

Indenture between Augustina A. Owoo and J.H. Adams.

Tendered and admitted for Defendant in re N.A. Cobblah vs: J.W. Armah and ors. 20/2/51

21st May 1929.

DEEDS REGISTRY No. 520/1944

This is the Instrument marked "A" referred to in the Oath of Edmund Laud Nikoi O'lai Kotey sworn to before me this 24th day of November 1944.

10

(Sgd.) ?
REGISTRAR, DIVISIONAL COURT.

THIS INDENTURE made the 21st day of May One Thousand Nine Hundred and Twenty-Nine BETWEEN AUGUSTINA AHIMA OWOO of Christiansborg Accra Gold Coast Colony as head and representative of the family of Nee Odoi Kwao (hereinafter called the DONOR which expression where the context so admits shall include her heirs executors administrators successors and assigns) of the one part AND JOSEPH HENRY ADAMS of Accra Gold Coast Colony aforesaid (hereinafter called the DONEE which expression where the context so admits shall include his heirs executors administrators and assigns) of the other part WHEREAS the Donor is seised in fee simple free from incumbrances of the land and hereditaments hereby intended to be granted and conveyed AND WHEREAS the Donee has been in occupation of the said land since the year 1893 AND WHEREAS at the request of the Donee the Donor is desirous of making a free and voluntary gift and disposition of the said land and hereditaments in favour of the Donee for the consideration hereinafter appearing NOW THIS INDENTURE WITNESSETH that in consideration of the love esteem and affection of the Donor for the Donee a member of the said family of Nee Odoi Kwao and in consideration of the sum of Four Pounds (£4) paid to the Donor by the Donee (the receipt whereof the Donor hereby acknowledge) and for divers other good causes and considerations the Donor doth hereby give grant

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and convey unto the Donee ALL THAT PIECE OR PARCEL OF LAND situate lying and being at Odoi Kwao near the Asylum Accra aforesaid and bounded on the North by Odoi Kwao's land measuring Four hundred and seven-three feet (473') more or less on the South by Odoi Kwao's land measuring Five Hundred and thirteen feet (513') more or less on the East by Odoi Kwao's land measuring Four hundred and forty-eight feet (448') more or less and on the West by Odoi Kwao's land measuring Four hundred and forty-eight feet (448') more or less or howsoever otherwise the same may be bounded described or distinguished and is more particularly delineated on the plan hereto attached

10

(General words and "all the estate" Clause)

TO HAVE AND TO HOLD the said land and hereditaments unto and to the use of the Donee his heirs executors administrators and assigns in fee simple

(Full Covenants for title)

20

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED MARKED AND DELIVERED by the said AUGUSTINA AHIMA OWOO after the foregoing had been read over interpreted and explained to her in the Ga language by Adolphus Kammu and she seemed perfectly to understand the same before making her mark hereto in the presence of:

30

} Augustina
A. Owoo
her x mark
Witness to
mark ?

?
?
Tetteh Quaye Molai his
AG. KORLE PRIEST x
mark

Witness to mark
?

SIGNED SEALED AND DELIVERED by the said JOSEPH HENRY ADAMS in the presence of Thomas Okaitel Ofolikwei } J. H. Adams
his x mark.

?
Witness to mark
T. Ardey Ofolikwei. GOLD COAST LAND REGISTRY.
Registered as No. 520/1944

S.O. Quashie-Idun
AG. REGISTRAR OF DEEDS.

Exhibits

"33"

Indenture between Augustina A. Owoo and J.H. Adams.

21st May 1929
- continued.

Exhibits

EXHIBIT "34"

"34"

INDENTURE BETWEEN AUGUSTINA A. OWOO
AND J.H. ADAMS

Indenture between Augustina A. Owoo and J.H. Adams.

Tendered in evidence by Counsel, admitted and marked Exhibit "34" in re Numo A. Cobblah vs: J.W. Armah & Ors.

4th October 1929.

DEEDS REGISTRY
No. 521/1944

This is the Indenture marked "A" referred to in the Oath of Edmund Laud Nikoi O'lai Kotey sworn to before me this 24th day of November 1944.

10

?
REGISTRAR, DIVISIONAL COURT.

THIS INDENTURE made the 4th day of October One thousand Nine Hundred and Twenty-Nine BETWEEN AUGUSTINA AHIMA OWOO of Christiansborg Accra Gold Coast Colony as head and representative of the family of Nee Odoi Kwao (hereinafter called the DONOR which expression where the context so admits shall include her heirs executors administrators successors and assign) of the one part AND JOSEPH HENRY ADAMS of Accra Gold Coast Colony aforesaid (hereinafter called the DONEE which expression where the context so admits shall include his heirs executors administrators and assigns) of the other part WHEREAS the land and hereditaments hereby to be granted and conveyed was the property of Nee Odoi Kwao Family of Christiansborg and was given to the Donee in the year 1893 by the Nee Kwadjo who was then head of the said family AND WHEREAS at the request of the Donee the Donor is desirous of executing these presents to support the Donee's right and title to the said land and hereditaments for the consideration hereinafter appearing NOW THIS INDENTURE WITNESSETH that in consideration of the love esteem and affection of the Donor for the Donee a member of the said family of Nee Odoi Kwao and in consideration of the sum of Sixteen pounds (£16) paid to the Donor by the Donee (the receipt whereof the Donor hereby acknowledge) and for divers other good causes and considerations the Donor doth hereby give grant and convey unto the Donee ALL

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Exhibits

"34"

Indenture between Augustina A. Owoo and J.H. Adams.

4th October 1929 - continued.

10 THAT PIECE OR PARCEL OF LAND situate lying and being at Odoi Kwao near Asylum Accra aforesaid and bounded on the North by Nee Odoi Kwao's property measuring five hundred and thirty feet (530') more or less on the South by Government Land measuring one thousand three hundred and sixty-three feet (1,363') more or less on the East by Nee Odoi Kwao and Halam's properties and Government Quarry measuring one thousand two hundred and forty-two feet (1,242') more or less and on the West by Nee Odoi Kwao's property measuring One thousand one hundred and seventy-two feet (1,172') more or less or howsoever otherwise the same may be bounded described or distinguished and is more particularly delineated on the plan hereto attached

(General words and "all the estate" Clause)

TO HAVE AND TO HOLD the said land and hereditaments unto and to the use of the Donee his heirs executors administrators and assigns in fee simple

20 (Full Covenants for Title)

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED MARKED AND DELIVERED by the said AUGUSTINA AHIMA OWOO after the foregoing had been read over interpreted and explained to her in the Ga language by ? and she seemed perfectly to understand the same before making her mark thereto in the presence of

Augustina her x Ahima Owoo mark

Witness to mark ?

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J.M. Amartei

E. Laud Nikoi O'lai

?

Tetteh Quaye Molai his x mark

Witness to mark: M. Sappor.

Exhibits

"34"

SIGNED SEALED AND DELIVERED }
by the said JOSEPH HENRY }
ADAMS in the presence of: }

J. H. Adams

Indenture between Augustina A. Owoo and J.H. Adams.

? his
Thomas Okaitei Ofolikwei x
mark

4th October 1929 - continued.

Witness to mark

?
? Ofolikwei.

"57"

EXHIBIT "57"

10

Indenture between Afiyea Akwa and J.T. Morton.

INDENTURE BETWEEN AFIYEA AKWA AND J.T. MORTON

6th December 1929.

Tendered and admitted for Afiyea admitted in re Numo A. Cobblah vs: J.W. Armah and Others. 28/2/51

THIS INDENTURE made the Sixth day of December in the year of our Lord one thousand Nine Hundred and Twenty Nine Between Afiyea Akwa of Ussher Town Accra in the Gold Coast Colony West Africa hereinafter called the Mortgagor of the first part and James Tetteh Morton also of Ussher Town Accra in the Colony aforesaid (hereinafter called the Mortgagee) of the second part Whereas the Mortgagor is seised solely of the hereditaments and premises hereinafter described and the inheritance thereof in fee simple in possession free from incumbrances and Whereas the Mortgagor has requested the Mortgagee for a loan of Thirty Pounds (£30) and the Mortgagee has agreed to borrow her the said amount to be made payable within twelve calendar months from the date of the execution of these presents by much of consent Now This Indenture witnesseth that in consideration aforesaid the Mortgagor thereby grants unto the Mortgagee his heirs executed administrators and assigns All That Piece or Parcel of Land situate lying and being at Kokomlemle in the Accra District of the Colony aforesaid and bounded on the North by J.N. Adams and Obo Addy's lands measuring (1456'0") one thousand four hundred and fifty six

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feet more or less on the South by the late Tetteh Kwarmin's land measuring (1225'0") One Thousand Two Hundred and Twenty five feet more or less on the East by the late Tetteh Kwarmin's land measuring (366'0") three hundred and sixty three feet more or less and on the West by Kibbi Road from Accra to Nsawam measuring (553'0") Five Hundred and Fifty three feet more or less or howsoever otherwise the same may be bounded known described or distinguished and is delineated on the Plan drawn here-
under and therein edged pink

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(General words)

And that any Defendant on the part of the Mortgagee to see or make payment of the amount of Thirty Pounds (£30-0-0) shall result in the disposition and sale of the said land herein described either by Public Auction or private contract in sale fraction of the amount of thirty pounds (£30-0-0) and any other expenses arising out of the sale or in connection therewith and any such balance remaining shall be paid back to the Mortgagor And any such sale shall be by means of one Month's Notice in writing previously.

20

In Witness whereof the portion hereto have thereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered by the said Mortgagor (Afleyea Akwa) the foregoing having been first read over interpreted and explained to her in the Ga Language by Alfred Francis Quarter Owoo who seemed perfectly to understand the same and made her mark thereto in the presence of Francis Quartey Owoo

30

Afleyea Akwa

her
x
mark

Akua Ayifo her
x
mark

Signed Sealed and Delivered by the said Mortgagee (James Tetteh Morton) the foregoing having been first read over interpreted and explained to him in the Ga Language by Alfred Francis Quartey Owoo who seemed perfectly to understand the same and made his mark thereto in the presence of Francis Quartey Owoo

40

James Tetteh Morton

his
x
mark

Akua Ayifo her
x
mark

Exhibits

"57"

Indenture between Afleyea Akwa and J.T. Morton.

6th December 1929 - continued.

Exhibits

EXHIBIT "106"

"106"

OPENING OF QUIST, COUNSEL FOR OSU STOOL IN
LAND ACQUISITION re ACHIMOTA COLLEGE AREA.

Opening of
Quist, Counsel
for Osu Stool
in Land Acqui-
sition re
Achimota College
Area.

Tendered and admitted for defendant
in 19/44 (Odoitso Odoi Kwao v. Eric
Lutterodt & ors.) in re Numo Ayitey
Cobblah v. J.W. Armah & ors. 5/4/51

21st October
1930.

21st October, 1930.

In the Supreme Court of the Gold Coast Colony,
Eastern Province, held at Victoriaborg, Accra, on
Tuesday the 21st day of October, 1930, before His
Honour Mr. Justice Roger Evans Hall.

10

In re land at Achimota, etc. for
Extension of College Area.

From yesterday.

Same Counsel.

x x x x

Mr. Quist opens -

The Osu Manche claims that that portion of
this land acquisition lying to the East of yellow
line of the Plan in this Enquiry is attached to the
Osu Stool and has been so attached for upwards of
300 years. Osu people who originally belonged to
an Adangbe speaking tribe migrated from Osudoku
over 300 years back: they travelled in a Southerly
direction and eventually arrived on the plans near
the sea. The Ga tribe under Ga Manche Okaikoi
had previously settled near the sea and the Osu
people settled next to them between Ga tribe and
people of La tribe occupying land on the East:
thus the Osu people formed boundary with Ga people
on the West and with La people on the East. Western
boundary portion of which seems to be in dispute now
commenced from point on the beach known as Dodokwe
past through Tunyeian the site of the Printing Office
on to Kotobabi then on to Ologochi Hill then through
the Odor valley and terminated at a point known as
Djaikabor or Kpeshidjor. The yellow line from a
point marked 13 on Government plan should run in a
North Westerly nor north easterly direction. The

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Osu people having settled built several villages on their land; sites and names of some of which appear on the plan in this case, viz Kotobabi, Hacho, Papao, Legon, Dokucho, Shangman, Botchwayman and others.

Exhibits

"106"

Opening of
Quist, Counsel
for Osu Stool
in Land Acqui-
sition re
Achimota
College Area.

21st October
1930 -
continued.

10 These villages have always been known as Osu villages and for years have appeared in the Gold Coast Civil Service List and other books as being in the Osu Division. The Osu people have been in undisturbed possession of the land and have always exercised acts of ownership over the same. They have never paid tolls to the Gbese Manche or to any Stool in respect of any portion of the land. The Osu Manche did not claim in respect of the main Achimota Acquisition because it never came to his notice and even in this one he claimed late because he got notice of it very late and the site of the village known as Dokucho is within the area of the main Achimota Acquisition. Claimant Nee Owoo's ancestor was an Osu man and until the bombardment of Osu in or about 1854 lived there. He removed to Accra and settled there after the bombardment with the permission of the then Osu Manche the servants of Nee Owoo's ancestor were allowed to farm and settle near the Osu village of Shangman and they occupied a small portion of land there for some time but that area is not within the present acquisition.

20

Following documents put in evidence by consent-

- 30 "A" Letter T. Hutton-Mills to Colonial Secretary re Korle Priest's claim 30/5/27.
- "B" Letter Kojo Thompson to D.C. Accra re Ayi Bonte's claim 18/5/27.
- "C" Letter Kojo Thompson and Hutton-Mills Jnr. to Chief Registrar re Korle Priest and Ayi Bonte's claim being joint 30/6/28.
- "D" Letter Sawyerr to Colonial Secretary with plan attached re Owoo family's claim 29/9/28.
- 40 "E" Letter Quist to District Commissioner Accra re Osu claim 18/4/29.

Exhibits

"106"

Opening of
Quist, Counsel
for Osu Stool
in Land Acqui-
sition re
Achimota
College Area.

21st October
1930 -
continued.

"F" Further Letter Quist to Commissioner of
Lands re Osu claim 17/6/29.

"G" Copy proceedings before Michelin, J.
29/6/28 when compensation agreed upon.

x x x x

Adjourned to Thursday 23rd.

R. E. Hall,
J.

"90"

EXHIBIT "90"

Evidence of
Nathaniel
Addy in the
European
Residential
Area Acquis-
ition Case
1931.

EVIDENCE OF NATHANIEL ADDY IN THE EUROPEAN
RESIDENTIAL AREA ACQUISITION CASE 1931

10

Tendered and admitted on behalf of
Odoi Kwao Family in re Numo A.
Cobblah vs: J.W. Armah & Ors.
13/3/51

30th January
1931.

30. 1. 31.

In the Supreme Court of the Gold Coast Colony,
Eastern Province held at Victoriaborg, Accra, on
Friday the 30th day of January, 1931 before His
Honour Mr. Justice Roger Evans Hall.

20

Land Acquisition
No. 1/30

In re Land at Accra acquired for European
Residential Area Extension, etc.

x x x x

Case for Atukpai:-

NATHANIEL TETTEH NII ADDY sworn on Bible in Ga -

My name is Nathaniel Tetteh Nii Addy. I live at
Accra. I was carpenter - now petty trader. I
hold official position. I know Nii Tetteh Tchuru

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my grand father. He is a senior man in Gbese Quarter. He is Mankralo. I represent Tetteh Tchuru. I am the linguist Tetteh Tchuru Manralo of Gbese. Tetteh Tchuru is head of Atukpai. Tetteh Churu succeeded Tetteh Broni. I know Tetteh Kwamin. He is one of elders of Atukpai who looked after Tetteh Tchuru. Tetteh Kwamin one of elders who served old Tetteh Tchuru. I know land subject matter of this acquisition. I have been on it lately. It is our land - "our" = T. Tchuru and his people. I showed a portion to Jamieson. That land we showed is a portion belonging to our quarter, and any Accra man can testify to it. Land was called Akwandor. It belong to my people. My father told me about it. Also his elder brother. Father = Chief Tetteh Kwamin. This is the man I referred to just now. "Akutu" so called, my father said, because grandfather so named it meaning a slave should not cultivate there. Tetteh Kwamin died 1929. Tetteh Tchuru is at present head of Atukpai. Atukpais have done something. People put on land by Tetteh Kwamin to farm. They are a lot: Kofi, Odartei, Adotey, Okunfu, Tetteh Kojo, Arye Wulu and many more - also Arye's father Ahene. I went with surveyor Asante to the land. I have seen Exhibit C. I can read and write a bit. I see black dot area. People I mention farm on north side of road south to Asylum towards Fanofa - whole land is one and Fanofa stream runs through it. Kofi Anodenten's farm nearly reached the south west boundary of acquisition. Boundary of acquisition to the farm will be as from box to public lavatory at back of Court House. Although not farming our land acquired is Atukpai.

I am under Atukpai which is under Gbese. Atukpai land extend from a path near Ussher Fort to beach - extends to north of Korle Lagoon where it ended at the sea. At that time town not in existence. Presently our boundary runs to what I am told to European Hospital to a place called Alata Bu. There is a tree called Blotufu situate on a hill and boundary touches it. Boundary bends and meets the Labadis at the tree. This include land for which I have put in claim. I know one Odoi Kwao. I have heard about him. My father told me about him. Father said he had palaver with Odoi Kwao re pigs and father reported to Gbese Manche Annan who took him to Ga Manche Tackie Tawiah. Matter was gone into re pig affairs. It was not written. Manche decided Odoi Kwao had no portion

Exhibits

"90"

Evidence of Nathaniel Addy in the European Residential Area Acquisition Case 1931.

30th January 1931 - continued.

Exhibits

"90"

Evidence of
Nathaniel
Addy in the
European
Residential
Area Acquis-
ition Case
1931.

30th January
1931 -
continued.

there. Odoi Kwao left the spot and started farming this way. He left valley towards Fanofa. Spot in question was to west of acquisition. Odoi Kwao left there and came to the east towards where Sarba farmed.

Present quarry is on our land. Odoi Kwao farmed where Government are now acquiring to the north of the quarry. Quarry is our land. I knew Lawani Hawah. He had land there towards Nsawam Road - Fanofa. I know Brazilians. I had given evidence in support of their case. I know land they claim in this case. It does not belong to them. I knew Tetteh. I form boundary with him. I have broken some pillars. These pillars did not form boundary with We never put something on paper when we got pillars erected. Tetteh. Anthill is situate on boundary. We reported to father who told us to break them down but we should mark spot where situate. We broke pillars and nobody has questioned us. Sarba referred to pillars broken down yesterday. Black dotted line is correct boundary with Tetteh. When Sarba referred to Gas he referred to us. In former times lot of people protect land in this area, but Tetteh Tchuru never attended to land.

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Cross-examined by Quist -

Eastern boundary of our claim being black dotted line in "C". I see quarry to east of Black dotted line. I was away and on my return I saw the fence. I made enquiries from T. Tchuru and elders and they said they did not sell it. I enquired a little long ago about 8 - 10 years ago. I know that government quarrying there. He built here the quarry belongs to government and sold by Odoi Kwao family. I sent to Tibbo who said he did not sell land. I have not been born then. The case referred to land adjoining Fanofa jor. After that case Odoi Kwao removed and farmed on present acquisition. Similar case was with regard to land now being acquired. There was a case between ancestor and Odoi Kwao. I have known Ayeh's land. Odoi Kwao's land where he moved after case not very far from Ayeh's land. They may have formed boundary. My ancestor built village at Fanofa. Recently I built Kokomlemle with father. It was during Boer War I built. Kokomlemle is on Nsawam Road - north of Fanofa. I went with Asante the Surveyor in land last July.

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40

I could not point out Atukpai farms on present acquisition.

Exhibits

"90"

Evidence of Nathaniel Addy in the European Residential Area Acquisition Case 1931.

30th January 1931 - continued.

10 People wore Koto caps and come from same Gbese Quarter, now claim to be Korle Webii. I am from Gbese Quarter i.e. Atukpai - We are all one during war. I know Tetteh Molai (identified) Acting Korle Priest acting about 19 years. He has been thought re Korle Gbese lands and Atukpai lands but does not know very well. Acting Korle Priest's statement re gift to Odoi Kwao family is not true. If Odoi Kwao people farming in area, I do not know. If T. Kwamin ever cultivated nearby at Korle Webii I don't know. T. Broni - T. Tchuru.

Cross-examined by Hugh Papafio -

20 I know Brazilians. Land given to them extent not mentioned. They farm where they like. Brazilians have no land in acquisition but land belongs to us. I know iron fence at back of Asylum. Don't know who erected it. That fence takes our land. We sold portion of land to Government, a small land lying there about 18-19 years ago. Gbese Manche received the money, about £20. If portion taken by fence sold to Government I don't know. I knew Halm deceased. If he had land in acquisition I don't know. I heard just in the Court. I heard sold to him by Odoi Kwao family. I heard he sold to (Thos. Morgan) by public auction. I did not hear of it. Tetteh Tchuru in Court made me a linguist in our quarter about 7 years ago.

30 Cross-examined by Buckle -

40 I am 55 years old. Acting Korle Priest older than me. If Korle Priest is Sempe man he must know as he been told. I know Affutu Kotey. He forms boundary with T. Kwamin not beyond Fanofa, towards Kokomlemle. He forms boundary with my family land on north. I am sure. Sarba forms boundary with us on south. East is our land continued. Boundary with Sarba. Southern boundary is European Hospital. I saw the acquired land in July. South of Acquisition is iron fence. In July Brazilian farms pointed out. They farm anywhere and my father said we are one and so no tolls collected.

Re-examined - No question.

Exhibits

Through Court by Sawyerr -

"90"
Evidence of Nathaniel Addy in the European Residential Area Acquisition Case 1931.

There was case between our people and Brazilians - Okonfo sued Alassan. Only Alassan was sued. Land was not in present acquisition.

x x x x

Adjourned to Monday at 8.30 a.m.

30th January 1931 - continued.

(Sgd.) R. E. Hall,
Judge.

"24"

EXHIBIT "24"

Judgment in Residential Area Acquisition (with plan attached)

JUDGMENT IN RESIDENTIAL AREA ACQUISITION

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Tendered and admitted for Defendants in re Numo Ayitey Cobblah vs: J.W. Armah & Ors. 19/2/51

11th February 1931.

11th February, 1931.

In the Supreme Court of the Gold Coast Colony, Eastern Province, held at Victoriaborg, Accra, on Wednesday, the 11th day of February, 1931, before His Honour Mr. Justice Roger Evan Hall.

No. 1/1930.

In the matter of land at Accra acquired for European Residential Area Extension - Plan No. Z.177

20

and

In the Matter of the Public Lands Ordinance

JUDGMENT -

This matter comes before the Court under Section 6 of the Public Lands Ordinance (Chapter 142).

In the Gold Coast Gazette No. 36 of 1929 dated May 11th of that year at page 964 "First Notice" of

acquisition of the land in question was published, signed by the Colonial Secretary and dated 29th April, 1929. A certificate of title for the aforesaid land was signed by the Chief Justice on 11th June, 1929, under Section 9 of the aforesaid Ordinance.

Exhibits

"24"

Judgment in Residential Area Acquisition (with plan attached)

11th February 1931 - continued.

10 It will be convenient to state here that although both "First Notices" and the Certificate of Title refer to the area of land acquired as being 304.68 acres in extent yet in fact the exact area is so less than 351.27 acres. However, in view of the fact that the boundaries set forth both in the "First Notices" and the Certificate of Title are correct, and in view of the fact that compensation has been assessed by the Government and will be awarded by me on the correct acreage the erroneous description made no difference so far as this Court is concerned - whether or not the Government may consider it advisable hereafter to apply to correct the Certificate of Title to come into line with the correct acreage is a matter with which I am not here concerned. As a result of the publication in the Gazette already referred to and service on possible claimants in accordance with the terms of the aforesaid Ordinance the following claims were lodged:-

- 30 i. Mr. H.F. Ribeiro as Solicitor for Dowuona III, the Osu Manche, representing the Osu Stool, by letter dated 23rd July, 1929, claimed the entire area to be acquired and asked as compensation therefor the sum of £30,400.
- By a subsequent letter dated 24th January, 1930, the claim was amended to 241 acres of the area in question and the figure reduced to £24,100.
- 40 ii. Mr. H. Quartey Papafio as Solicitor for Mr. J.H. Adams by letter dated 18th October, 1929, claimed a part of the land acquired situate north of the Asylum measuring 530 x 1363' x 1242' x 1172' and asked as compensation therefor the sum of £1,095. 0. 0.
- iii. Messrs. Giles Hunt & Co. as Solicitors for Messrs. Thompson Moir & Galloway by letter dated 19th November, 1929, informed Government that the purchase price by their clients for the area of their land inside the acquisition was £200.

Exhibits

"24"

Judgment in
Residential
Area Acquis-
ition (with
plan attached)

11th February
1931 -
continued.

- iv. Mr. Quist as Solicitor for Madam Augustina Ahima Owoo, Head of the Ni Odoi Kwao family of Christiansborg by letter dated 25th November, 1929, claimed 82.54 acres of the land acquired and asked as compensation therefor the sum of £6,355.10.0 including the usual 10% for compulsory acquisition.
- v. Mr. Coussey as Solicitor for Mr. T.F. Nicholson by letter dated 30th December, 1929, claimed a plot of land inside the acquired area measuring 300' x 220' x 300'. He asked for an exchange of land or in the alternative claimed £300 plus 10% for compulsory acquisition. 10
- vi. Messrs. Glover-Addo and Quao Sackey as Executors of the Estate of Hanson Sackey, deceased by letter dated 28th January, 1930, claimed £650 compensation for a plot of land on the Dodowa Road held on lease from the Osu Stool.
- vii. Alice Nettey by letter dated 14th March, 1930, claimed £600 compensation for a plot of land 600' x 500' on the Dodowa Road. 20
- viii. Mr. Buckle as Solicitor for Chief John Nelson of Accra by letter dated 3rd April, 1930, claimed an area of 939,930 sq. feet of the land acquired and asked as compensation therefor the sum of £4,307.19. 6 in all.
- ix. Mr. E.B. Tibboh by letter dated 29th April 1930, claimed an area of 327.75 acres and asked as compensation therefor the sum of £22,396. 5. 0. 30
- x. Mr. A.W. Kojo Thompson as Solicitor for the Lawrence family of Brazilians by letter dated 2nd August, 1930, claimed an area of land 1320' x 530' x 1242' x 1363' and asked as compensation therefor the sum of £1,801.
- xi. Mr. Coussey as Solicitor for the Labadi Stool by letter dated 19th and 30th September 1930, claimed the whole area acquired and asked as compensation therefor the sum of £30,000.
- xii. Mr. Sawyerr as Solicitor for Nee Tetteh Tchuru and the people of Atukpai by letter dated 10th January, 1931, claimed the area acquired and asked for compensation therefor the sum of £30,000. 40

xiii. Mr. Adumua-Bossman as Solicitor for Sarbah Odametey and family by letter dated 26th January, 1931 claimed that Sarbah Odametey Shipi of Osu was Head of the family of Sarbah Gbogbotsalor and as such was the proper person to receive compensation in respect of E.B. Tibboh's claim.

Exhibits

"24"

Judgment in Residential Area Acquisition (with plan attached)

11th February 1931 - continued.

10 It will have been observed that many of the claims came in very late so that it is necessary to call attention to the fact that this acquisition took place under Chapter 142 prior to its amendment by Ordinances 17 of 1929 and 12 of 1930, and I may add that I sincerely hope that it is the last acquisition which will come before the Court under such conditions.

20 Exhibit "C" i.e. Plan No. Y.177 prepared by the Government shows the various claims. The areas claimed by the different claimants were in many cases incorrect and Mr. Jamieson, P.H.E., has given in evidence the correct areas which are as follows:-

P.H.E. ■
Public Health Engineer

	i. Osu Stool	246.5 acres
	ii. J.H. Adams	17.32 acres
	iii. Thompson Moir & Galloway	82.0 acres
	iv. Odoi Kwao Family	82.0 acres
	v. Nicholson	1.78 acres
	vi. Executors of Sackey	8.82 acres
	vii. & ix. Alice Nettey & Tibboh (I will explain this later)	318.0 acres
30	viii. Chief Nelson	18.7 acres
	x. Lawrence Family	29.3 acres
	xi. Labadi Stool	351.27 acres
	xii. Atukpais	21.34 acres
	xiii. Sarbah Shipi	318.0 acres

Before the matter came into Court negotiations were entered into with the various claimants as to the amount of compensation to be awarded them if they were successful in proving their titles and the following agreements were come to:-

- 40
1. Osu Stool agreed to accept £9,534 for 246.5 acres.
 - vi. Executors of Sackey agreed to accept £396 8.82 acres.
 - vii. Alice Nettey agreed to accept £721 for her area.

Exhibits

"24"

Judgment in Residential Area Acquisition (with plan attached)

11th February 1931 - continued.

- ix. E.B. Tibboh agreed to accept £7,716 for 318 acres.
- xi. Labadi Stool agreed to accept £10,379 for the whole area.
- xii. Atukpais agreed to accept the award of the Court on the evidence before it.

It appeared:-

- (a) That Alice Nettey derived her title from E.B. Tibboh so that if E.B. Tibboh were successful in his claim as to the area enclosing Alice Nettey's plot £721 would have to be deducted from £7,716. 10
- (b) That the Executors of Sackey derived their title from Osu Stool so that if Osu Stool were successful in its claim as to the area enclosing Sackey's plot £396 would have to be deducted from £9,534.
- (c) That Mr. Nicholson derived his title from Osu Stool so that if Osu Stool were successful in its claim as to the area enclosing Mr. Nicholson's plot the amount at which such plot is valued would have to be deducted from £9,534. 20

Messrs. Thompson Moir & Galloway and Adams derived their title from the Odoi Kwao family but that family has not claimed in respect of their areas. In view of the fact that a larger number of claimants had not agreed the amount of compensation to be awarded to them in the event of their success as to title it became necessary for me to take evidence as to value. I also in the connection inspected the acquired area with the parties concerned. I do not, however, intend at this stage of my Judgment to deal with the question of value as it is obvious that if certain claimants were successful some valuations by me at any rate would not be required. I therefore propose in the first instance to deal with the questions of title. It is the usual practice in this Court in these matters for the Claimant earliest in date to be made Applicant and a subsequent Claimant Opposer. In the present case I have to deal with an unwieldy body of 13 claimants. After much discussion with 30 40

Counsel the claimants were arranged as follows:-

Exhibits

Applicants. Osu Stool, Nicholson, Executors of Sackey, Odoi Kwao family Messrs. Thompson Moir & Galloway, and Adams.

"24"

Opposers. E.B. Tibboh, Alice Nettey, Chief Nelson, Lawrence Family, Labadi Stool, The Atukpals and Sarbah Shipi - (the two last named were added when they came in after the case as to title had commenced). This was a convenient course to adopt because the Applicants between them covered the whole area without opposing one another, whilst Nicholson and the Executors of Sackey depended on the Osu Stool for success. Of course it was always understood that the opposers, where necessary, were entitled to cross-examine and oppose generally a Co-Opposer's claim. If any other arrangement had been made it seems to me that this matter might be dragged on for ever what with appeals and cross appeals etc.

Judgment in Residential Area Acquisition (with plan attached)

11th February 1931 - continued.

(sic)

20 Before I proceed I should mention that in the case as to title, Mr. Kwatei Papafio appeared for E.B. Tibboh and Alice Nettey; Mr. Quist appeared with Mr. Ribeiro for the Osu Stool; Mr. Coussey handed over his brief for Mr. Nicholson to Mr. Ribeiro in view of the fact that he could not appear both for him and the Labadi Stool; whilst Mr. Quist conducted the case of Messrs. Thompson Moir and Galloway. Otherwise Counsel appeared as has been seen above where the original claims are set forth. On the 26th January the following note appears on the record:-

40 "At this stage Kojo Thompson and Buckle "(Counsel for the Lawrence Family and Nelson "respectively) state that if Brazilians are "successful as to so much of the area as in "common ground between them the compensation "therefor is to be divided equally. As to "the balance of land claimed by Lawrence "Family that Family if successful will draw "the compensation therefor".

In other words these two claimants, as it were shared the evidence led as to the area in common between them.

On 2nd February, (i.e. the last day of taking

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"24"

Judgment in
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11th February
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continued.

of evidence as to title prior to inspection of the
locus in quo) the following appears on the record:-

"It is agreed between Claimant Osu Stool and
"Opposers E.B. Tibboh and Alice Nettey that the
"Opposers E.B. Tibboh and Alice Nettey withdrew
"their claim as against the Osu Stool. That
"in the event of Osu Stool succeeding against
"Labadi Stool the whole of the compensation
"offered by Government to and accepted by the
"Osu Stool be paid to the Osu Manche who shall 10
"pay to Opposers E.B. Tibboh and Alice Nettey a
"total sum of one thousand one hundred and fifty
"pounds (£1,150) out of said compensation as a
"consideration for such withdrawal.

"The Osu Stool further undertakes to fore-
"go all previous costs owing by E.B. Tibboh to
"the Osu Stool and also to settle with Opposer
"Sarbah Shipi".

"Dated at Accra this 2nd day of February,
"1931. 20

"(Sgd.) H. Francisco Ribeiro
SOLICITOR FOR OSU STOOL.

"(Sgd.) K. Quartey Papafio
SOLICITOR FOR E.B. TIBBOH
& ALICE NETTEY.

"(Sgd.) K. Adumua-Bossman,
SOLICITOR FOR SARBAH SHIPI.

"K. Papafio states his clients not parties to
"Sarbah Shipi signing this agreement. No
"costs of this matter as between Osu Stool and 30
"Tibboh. K. Papafio for Tibboh states to
"simplify matters decided to withdraw claim
"against Odoi Kwao family, Brazilians etc. No
"order as to costs except in the event of
"Labadi success".

On the 4th February (that is the day on which
final addresses by Counsel were commenced) the
following appears on the record:-

"After discussion it is agreed between
"Messrs. Hugh Quartey Papafio and Buckle repre- 40
"senting J.H. Adams and Chief Nelson respectively,

"and Mr. Frank Ribeiro in person for the Lawrence Family, but always subject to the claims of Atukpais and Labadi Stool and without prejudice to any claim they or their predecessors in title may have to any land in the vicinity as follows:-

Exhibits

"24"

Judgment in Residential Area Acquisition (with plan attached)

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"(a) The exact site of Messrs. Thompson Moir & Galloway's plot being unknown one acre is to be deducted from the acreage on which compensation is to be paid under this agreement.

11th February 1931 - continued.

"(b) Acreage on which compensation is to be paid is 17 acres; say:- 10 acres of brown land and 7 acres of green land.

"(c) Of the amount of compensation awarded by the Court in respect of this agreement Adams is to receive one half thereof and Lawrence Family and Nelson Family one half between them in equal shares.

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"(d) This agreement in no way affects the exchange of land arranged by Government with Messrs. Thompson Moir & Galloway.

"(e) No order as to costs in this matter as between the parties to this agreement.

"(Sgd.) H. Quarter Papafio,
SOLICITOR FOR J.H. ADAMS

"(Sgd.) V. L. Buckle,
SOLICITOR FOR CHIEF NELSON

"(Sgd.) Frank J. Ribeiro,
REPRESENTING LAWRENCE FAMILY".

30 This arrangement will become clearer when I come to deal with the question of value.

Subsequently on the same day Mr. Buckle withdrew Nelson's claim against the Odoi Kwao Family as regards the small triangular piece of land lying to the north west of Adams boundary as shewn on Exhibit "R.R.T.", and Mr. Ribeiro withdrew the balance of the Lawrence Family claim. All these arrangements and withdrawals have cleared the air considerably so that (in the first instance at any rate) I have only to consider:-

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Exhibits

"24"

Judgment in
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- (a) As regards the Eastern portion of the acquisition the claims of the Osu and Labadi Stools.
- (b) As regards the North Western portion of the acquisition the claims of Labadi Stool and the Odoi Kwao Family.
- (c) As regards the South Western corner the claim of the Atukpals.

In dealing with the question of title it is necessary especially to bear in mind two main principles. The first is the value to be put on evidence of tradition as it is called in this Colony, and in this connection I must once more refer to a passage from my award in the Asamangkese-Akim Abuakwa Arbitration, 1929, which will be found on page 234 of the Divisional Court Reports 1926-29.

10

There I said:-

"I at an early stage of the proceedings called the attention of Counsel to the following passage in the judgment of Lord Buckmaster in Privy Council Appeal No. 16 of 1926, Omanhene Kwaku Dua III. vs. Omanhene Kwamin Tandoh (P.C. 1874-1928, page 109 where he said: 'This evidence was traditional, handed down by one Chief Linguist to another, and as a tradition there is no reason to think it was not fairly given. But tradition, though of great value when supported by action and facts, becomes of lessened consequence when brought into collision with a series of definite incidents inexplicable if the tradition be regarded as accurate'".

20

(sic)

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"In the course of the arguments in that case, Lord Buckmaster is reported in 'West Africa' of 8th November, 1927, to have said:

"My judgment is far more influenced by actual facts, as you find them when the dispute begins, than by tradition. I can understand two Scottish clans having perfectly honest traditions in their claims each in direct conflict with the other. Neither would be telling lies when they came to recite them. Each side would tell the clan

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"'tradition, but the clan tradition is not necessarily the truth at all. I would rather deal with the facts that occurred than the proud record of different tribes'.

Exhibits

"24"

10 "I also referred to the well known dictum of Sir Brandford Griffith, late Chief Justice of this Colony, as to the value of 'accomplished facts' in regard to tradition and my own. I think, well-known fear of coming to a decision on evidence as to tradition".

Judgment in Residential Area Acquisition (with plan attached)

11th February 1931 - continued.

The second principle is laid down in section 10 of Chapter 142 which said Ordinance governs the matter now before me. It reads as follows:-

20 "In all cases where any question shall arise respecting the title to any lands to be acquired under this Ordinance the parties in possession of such lands as being the owners thereof at the time of such lands being purchased or taken, shall be deemed to have been lawfully entitled to such lands unless the contrary be shown to the satisfaction of the Court, and such parties shall be entitled to receive the purchase money or compensation for such lands, but without prejudice to any subsequent proceedings against such parties at the instance of any person having or alleging a better right thereto".

30 Whilst I am on this subject, I would like to refer to the judgment of the Privy Council in Manche Anege Akue versus Manche Kojo Ababio IV., P.C. Appeal No. 161 of 1924, (P.C.1874-1928 page 99). This case came before the Court under the Public Lands Ordinance in connection with the acquisition of land for Accra Water Works. In the course of the judgment of the Privy Council, Lord Warrington said:-

40 "The appeal might be decided on the further ground that inasmuch as the land was, when taken by the Government, in the exclusive use and occupation of the Alatas, the appellant must, in order to succeed, establish that he has a better title than the respondents; in other words, that the onus is entirely on him and that he wholly fails to discharge himself thereof".

Exhibits

"24"

Judgment in
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Another general matter to which I wish to refer is the suggestion of Mr. Cousey for Labadi Stool to the effect (if I understood him rightly) that in view of section 6 subsection 4 of Chapter 142 I should regard myself in this matter as sitting as a Native Chief in the highest native tribunal. That subsection reads:-

"The evidence as to ownership of lands may be such as in proceedings before the assessor to the native chiefs would be admissible and relevant evidence as to such ownership".

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I am unable to accede to Mr. Cousey's request, and in my view that subsection only allows a certain laxity as regards the rules of evidence for example in the admission of hearing evidence as to tradition etc.

On looking at the judgment of Aitken, Acting Judge, sitting in the Full Court in the aforesaid Waterworks case I find that he agreed with me. He said therein:-

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"Again I am of Opinion that section 6(4) of the Public Lands Ordinance allows the Court, in such inquiries as this, a wider discretion as to the admissibility of evidence than it could, or would, exercise on ordinary occasions".

The acquired area is bounded on the North by land acquired by Government for Government House Site in 1914; on the South by Government land on which is situate the European Hospital, the Lunatic Asylum and a large quarry, on the East partly by plots owned by Mercantile Firms with frontage on the Dodowa road, and partly the Dodowa road itself, and on the West by open land. As will be seen from Exhibit "C" the plots owned by the firms form a narrow strip along the Dodowa road. The owners of these plots starting from the south are:- G.B. Ollivant & Co. Ltd. (not built on); Compagnie Francaise De L'Afrique Occidentale; Thompson Moir & Galloway; Pickering and Berthoud Ltd; Societe Commerciale de L'Ouest Africain; West African Lighterage and Transport Company; Societe Commerciale de L'Ouest Africain; Colonial Bank; and General Engineering and Construction Company Ltd.

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I think I am right in saying that all the above

mentioned plots are built on except G.B. Ollivant and Co's plot; the General Engineering and Construction Company's house is on part of Sackey's plot i.e. on the unacquired portion of that plot. At the present moment there are several Government Bungalows on the Southern portion of the acquired area behind the two first named mercantile plots but no regard must be had to them as they were built subsequent to the acquisition.

Exhibits

"24"

Judgment in Residential Area Acquisition (with plan attached)

10 It is also necessary in view of what is to come to refer to the plots on the East side of the Dodowa road facing the aforementioned plots. Starting from the south first come some Government Bungalows built on the land acquired from one G.R. Ferguson in 1927. He bought from the Osu Stool in 1924 a plot measuring 400 x 320 feet (Exhibit "W.T."). First Notice of this acquisition was published in Gazette 100 of 1927 at page 1766 (Exhibit "V.T.").

11th February 1931 - continued.

20 Next to the aforementioned Government Bungalows come plots owned by Union Trading Company, Shell Petrol Company, Co-Operative Wholesale Society, J. Lyons & Co., Galloway, Bartholomew & Co. Ltd., and West African Lighterage & Transport Company. All these plots are I think built upon by the companies concerned. All the buildings on above plots are residential quarters.

30 Mr. Ribeiro for the Osu Stool put in evidence a large number of conveyances, ranging in date from 1916 to 1930, from that Stool to many of the firms concerned with reference to the above plots.

Scattered over the whole area of the acquisition are a large number of foodstuffs farms, some occupied by Hausas for which rent is paid annually, and some by members of the Osu Stool. The length of occupation of these farms varies from 36 years or so down to one year. (Of course farms occupied since the acquisition cannot be taken into consideration).

40 Special regard has to be had to these buildings immediately adjoining the acquisition and to the farms, as one of the great difficulties of the Labadi Stool in this matter has been to explain away the outward and visible signs of human energy on land which, it alleges, belongs to Labadi, without any interference by the Stool.

Exhibits

"24"

Judgment in
Residential
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ition (with
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continued.

There have been in the past a large number of Government acquisition in the vicinity of the present acquisition. I have already referred to the acquisition of Ferguson's land, he having his title from Osu and receiving the compensation money from Government for himself alone. (Vide his evidence relating thereto). I have also mentioned the site acquired for New Government House and in this connection I would refer to Exhibit "A.T." where by agreement between the Labadi and Osu Stools, the compensation awarded for that site and two other sites in the neighbourhood was divided between the two Stools "without prejudice to the claims of the said Stools in respect of all or any lands or interests in lands now made or that may hereafter be made by the said Stools or either of them". I cannot therefore have further regard to these acquisitions. 10

In 1902 land was acquired for a coconut plantation on the road between Osu and Labadi, Osu and Labadi Stools being Claimants for the compensation money. Sir Brandford Griffith, late Chief Justice, gave a judgment in the matter to which I will refer later (Exhibit "M.T."). 20

In 1894 Government acquired a large piece of land for a Hausa Reserve on both sides of the Dodowa Road (vide Exhibit "C.C.T."). On the Northern part of this acquisition, and on the western side of Dodowa Road the Survey School was built a few years ago (Exhibit "N.T." and "C.C.T."). From the judgment of Hutchinson, late Chief Justice, in connection with this acquisition it appears that the Osus were the only claimants (Exhibit "P.P.T."). There has been a recent exchange of land between Government and the Osu Stool with reference to this area (Exhibit "C.T."). 30

As regards the acquisition in 1911 of the Northern part of what is commonly known as "The Ridge" whereon are very many Government bungalows, it appears from Exhibits "P.T.", "Q.T.", "R.T.", "S.T.", "T.T.", "S.S.T." and oral evidence, that Osu people, who had plots of land thereon by gift from the Osu Stool, conveyed to the Government and gave one-third of the compensation money to the Osu Stool. This area of land is situate roughly south and south-east of the present acquisition. 40

As regards the acquisition for Hausa Cantonments, the judgment of Sir Brandford Griffith dated

20th December 1897 (Exhibit "B.B.T.") was put in evidence. This judgment deals with the question of the value of the land acquired, and does not definitely say to whom such compensation was payable. However the letter of the late Mr. C.J. Bannerman, Solicitor for Labadi (Exhibit "J.J.T.") dated 22nd December, 1897, leaves me in no doubt that Labadi received compensation in respect of this acquisition.

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10 It has been found impossible to trace to whom compensation was paid for the Lunatic Asylum site.

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Having taken this preliminary, and, I fear, very lengthy survey of the circumstances of this acquisition, I will now proceed to deal with the cases of the claimants in detail, and I will first deal with the case for the Atukpais.

I may say at once that in my view the Atukpais have entirely failed to make out any case for compensation.

20 Their claim is shown on Exhibit "C" by a black dotted line running in a straight line across the south-west corner of the acquisition. They were unable to show any occupation by way of farms etc. whilst the area claimed by them is covered with farms claimed by other people. On inspection I asked these claimants to show any distinguishing features on their alleged boundary but they showed me nothing.

30 It may be well that these claimants have farms etc. to the West of the present acquisition, but with that I am not concerned in the present case. The oral evidence led on their behalf carried me nowhere in their favour, but rather the reverse, when the quarry which can be seen to the West of their boundary on Exhibit "C" was claimed by them, and further when they said they had not taken proper steps to find out who was making this enormous hole in their land. I hold therefore that the Atukpais have failed to substantiate their claim.

40 I am now left with the claims of Labadi, Osu and Odoi Kwao Family, and as Labadi claims the whole area, I will deal with these case in the first instance.

Mr. Coussey for the Labadi Stool opens as follows:-

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" Labadi Stool claims ownership of whole land
"now acquired by Government in this matter.
"Labadi Stool has no boundary in vicinity of
"this land with Osu Stool or any other claim-
"ants. Western boundary of Labadi Stool land
"is with Korle Webii and runs from spot called
"WAO on land where Territorial Drill Hall now
"stands in a line from that point to Legon
"thence passing between Agbogba and Ashongmang
"to Adenkrebi Hill. This is the Western bound- 10
"dary of Labadi Stool land. Labadis as a
"people migrated to the Coast long before the
"Osus came from Osu Doku. They were established
"before arrival of Osus and had their definite
"boundary described with Ga people. When Osus
"came they were given land by Labadi Stool and
"they were permitted to live with Labadi man
"named Kadi who had village on site of present
"town of Osu - hence the Osu people are to this
"day nicknamed 'Kadiwegboi' (strangers of Kadi). 20
"Formerly Osu man wanted land to build he
"applied to Labadi Stool. Land acquired in
"this matter is outside the limits of land given
"by Labadi, to Osus and is therefore not Osu
"Stool land. In or about 1880, when Government
"wanted land for building of bungalows near pre-
"sent Printing Office, application was made by
"Mr. Matthew Jones, the Surveyor-General, to
"Labadi Stool with knowledge of Osu Manche and
"his people, and land immediately to south-west 30
"of present Printing Office was given by Labadi
"to Government. Compensation was a few demi-
"johns of rum, cloth, pipe and tobacco. Osus
"were then living where they now are but did
"not benefit from largesse of Government at
"that time. Recently, about five years ago,
"when land acquired near Cantonments for build-
"ing purposes Osus and Labadi Stools agreed
"their compensation claims in certain propor- 40
"tions which I need not mention to Court. Com-
"pensation shared. This is at right side going
"north. Part of present land was occupied by
"Labadi Stool by one Odoi Kwao. Odoi Kwao was
"nephew of Odotei Shishiabo. Shishiabo was
"Manche of Labadi at the time. Odotei Shish-
"iabo and Odoi Kwao were both members of Otuabo's
"house of Labadi. Their Ancestor Otuabo with
"his followers had migrated from Labadi to
"Accra to live but they still occupied land in
"question as subjects of Labadi Stool and they

"built huts on the land, ruins of which can now
 "be seen, their occupation being that of Labadi
 "Stool under whom they must come when any ques-
 "tion of compensation. Though payment of tri-
 "bute has now fallen in abeyance in Accra, some-
 "time Odoi Kwao people did render tribute to
 "Labadi Stool, and attended annual customs of
 "Labadi Stool, thereby recognising their iden-
 "tity with the Labadi Stool. There have been
 "dealings with the land by persons without
 "authority but Labadi Stool contends that their
 "ancestral right to land not thereby affected.
 "Having regard to extent of their Stool land
 "such dealings in respect of small portions are
 "negligible".

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Four witnesses were called in support of this claim, namely, Akrong Joho, Manche Dada IV. of Labadi, Sowah Kwaku and Mr. Sam Bannerman. The latter only produced Exhibit "B.B.T".

Akrong Kojo is an old man - member of Labadi Jase - Head of Koi quarter of Labadi and an alleged relative of Odotei Shishiabo. He said that the acquired area was occupied by Odotei Shishiabo an elder of Labadi and a slave dealer, who was sent to live on land by Labadi elders, and that during the bombardment (1854) he (witness) and his family went and lived with him (Odotei Shishiabo) at his village situate on the boundary between Labadi and G. He continued:-

"Odotei Shishiabo was on land sometime be-
 "fore Odoi Kwao came from Christiansborg and
 "met him there When Odoi Kwao came they
 "lived together. They are relations. I know
 "relationship. Shishiabo and Odoi Kwao were
 "half brothers on male side i.e. same father,
 "different mother. Odoi Kwao family are des-
 "cendants of my ancestor Otuabo. Otuabo
 "family has ruins of house at Labadi now".

(This question of relationship should be compared with opening of Counsel and with what comes later in the evidence of witness relating thereto).

There was a suggestion in cross-examination of Odoi Kwao witnesses that witness had been consulted prior to the sending in of their claim by the Odoi Kwao representative Mensah Amartei, that

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this suggestion entirely failed when witness said
"Mensah first saw me re this matter not quite a
year ago etc., etc."

As a fact the Odoi Kwao family sent in their
claim in November 1929, and witness is speaking in
January 1931. I never heard anymore of this
suggestion.

Witness continued that he was nine years old
in 1854, and after staying in Shishiabo village
for two years, Shishiabo re-roofed the Labadi house
and sent the family back. It then appeared that
Odoitei Shishiabo was a medicine man and farm as
well as slave dealer. One Lomo Ansah was taken to
Shishiabo's village for a cure, and, after his cure,
was taken back to Osu by his relations. "He never
"lived there again on land to my knowledge".
(Compare later).

10

He went on:-

"Odoi Kwao simply joined Shishiabo and
"lived there but he had no land thereof his own.
"They were half brothers. After Shishiabo's
"death Odoi Kwao lived in village for short
"time. Whilst Odoi Kwao there I visited Odoi
"Kwao several times as well as other grand-
"children of Shishiabo all living at village".

20

Referring to claimant Tibboh he said:-

"My grandfather Shishiabo gave the land to
"E.B. Tibboh Since grandfather's death
"Tibboh alone has been there. I have never
"seen any other people occupy any part of this
"land. When I was visiting Shishiabo I saw no
"Osu people on the land".

30

Referring to buildings in the neighbourhood of
the acquisition, witness said:-

"I am an old man but the youngmen used to
"come and say the land we allowed European to
"live on Osus go behind us and sell to Europeans.
"We gave that land to Europeans during time of
"Governor Ussher". (1879-80). Labadi was not
"party to sale of land for bungalows on Dodowa
"road sold by Osus. We had 'dashed' to Euro-
"peans already. Osus from time immemoraal had

40

"no land anywhere. During time of Governor Griffith we gave lands to Europeans from Tunye (Drill Hall) going north.

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10 "After that gift Osus sold land on which bungalows stand on Dodowa Road I can't say if Labadi Manche knew Osus had sold bungalow land on Dodowa Road. If he knew he has not told me. Recently we got to know people had sold land there. We thought land were bungalows erected on Dodowa Road was the land given to Europeans. In Griffith's time we had given that way (pointing seaward). We thought bungalows on Dodowa Road were Government bungalows because land given to Government. We heard Osus sold bungalow recently and shared the money. Apart from bungalows, Osus have not touched Shishiabo's land."

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In cross-examination on this subject witness said:-

20 "Land between Dodowa Road and old Aburi Road especially to left of Aburi Road near Cantonments in Government land which we have long since given to them. This is portion of land given to Governor Ussher. No paper was given for this land. Government knew long ago this land was given in Governor Rowe's time. We did not sell so we can't know if Government acquired whole of the area about Prempeh's time and paid compensation. I am not surprised if Government paid compensation to Osu for land because if Government has forgotten and somebody goes behind and sells I have no concern". (This refers to Hausa Reserve acquisition vide supra). "Our land is big and if Osus took portion to sell to Europeans not Government I can't say. Labadies have not sold land between two roads south of Cantonments.....Land given to Government, I referred to yesterday, by Labadi was not measured. Government was told how far they could take. They were told to go as far as valley "Jorwulu" - the big valley. I refer to 'dash' to Governor Ussher. Jorwulu is bush-side of Government House site. Labadi claimed reference to Government House site. Compensation for Government House Site and other sites pooled and shared between Labadi and Osu.

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"Q. If land presented to Ussher why did you claim for Government House Site?

"A. Land for which we received compensation is different from the 'dash' to Ussher.

"Story re dash not fabrication".

With this evidence must be compared the lack of any such suggestion in Counsel's opening and the evidence of the La Manche later.

Reverting to the examination-in-chief, witness next described the La boundary with the Gas as set forth in Counsel's opening, and made the, to me, somewhat astonishing statement that Tamarind trees (now uprooted and burnt by Osus) were planted all along the boundary by their ancestors. He next referred to various Labadi villages, but it turned out that the nearest Labadi village, Onyiatis, was about 5 to 6 miles from the land now acquired. Witness then referred to tradition. He said:-

10

"According to tradition, Gas arrived in the morning and Las in the evening."

He then proceeded on this subject along the lines of the opening, and also referred to the acquisition for new Government House.

20

In answer to the Court he said:-

"Land acquired by Shishiabo extends to Water Tower. It stops at Dodowa Road. Since Dodowa Road was constructed we have taken the road as boundary of Shishiabo's land. Remaining land to East is entirely our land. I am the present successor of Shishiabo as his nephew I say that I as successor to Shishiabo am entitled to the entire compensation for the land which the Court may assess it at. I am in possession of Labadi Stool and if I receive the money the Stool is pleased. Where Shishiabo lived a little way from it Odoi Kwao's family lived. After Shishiabo's death, Cdoi Kwao family built village".

30

In cross-examination by Mr. Quist, witness said the only Labadi places built were Labadi and the site of the present Osu before the Osus arrived

40

on the scene. "All remaining land was vacant and "unoccupied. Osus asked for land so land was "granted to them". (Compare Manche). He was then cross-examined at length about Osu and Labadi village and also as to the former occupants of the present Cantonments to which I do not propose to refer here.

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Referring to the Tamarind trees he said:-

10 "Tamarind tree planted to show boundary
"between Las and Gas, I met hen I was born. sic
"Trees started close here up to Jorwulu. From
"close here to Jorwulu Boundary was a straight
"line. Tamarinds ended at Jorwulu. Tama-
"rinds not planted further on because there
"villages Tamarind trees were planted
"regularly every few years or so - Osus uprooted
"all - They were uprooted about 46 years ago.
"One is remaining in Jorwulu direction - only
20 "one remaining - Trees uprooted in time of Eng-
"lish Government. We used to ask Allotey Kwao
"and we told him he had been uprooted Tamarinds.
"It is serious thing to uproot boundary marks.
"We did not complain to Government. Allotey
"Kwao gave rum three years ago with reference
"to Tamarind trees". (The evidence of the
Manche on this point should be compared).

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continued.

Next witness denied all knowledge of Claimant Ahima Owoo (alleged Head of Odoi Kwao Family) and said Odotei was head of that family living at Osu.

30 On the question of the relationship of Shishiabo and Odoi Kwao, witness said:-

40 "Shishiabo and Odoi Kwao's mother was my
"sister Odoley. Shishiabo and Odoi Kwao had
"the same father and not the same mother. They
"had same mother my sister. Yesterday I told
"you Shishiabo had different father from Odoi
"Kwao. After Shishiabo's father's death
"mother married another person and born Odoi
"Kwao. What I say today is correct. I have
"explained it".

To my mind he has not done so by any means.

Referring to Shishiabo's village, witness said:-

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continued.

"I know Shishiabo's village. Before bombardment six houses in that village for sick person. Something like burnt bricks are foundations. Each house was separate from the other. If His Honour goes there he will find burnt like stones very hard but not stone i.e. foundations."

A glance at my inspection notes will show this quite untrue, even if to put the best complexion on it, witness was alluding to Odoi Kwao's village. There were no signs of Shishiabo's alleged village at all, and Odoi Kwao's alleged village consisted of one Ashanti compound house with stone foundations.

10

Then came another terrible upset for the Labadi case in view of my inspection when the Labadi Manche pointed out the site of Shishiabo's village. Witness said:-

"When Shishiabo died, Odoi Kwao left in the village. He lived in same village his brother Shishiabo had lived. He had no other village of his own. No other village was built on land except Shishiabo's village. I never saw at any other village except Shishiabo's. I never said yesterday Odoi Kwao family built village on the apart from Shishiabo's village".

20

The record continues:-

"I read evidence to witness from yesterday. Witness says yesterday I said Odoi Kwao was given land to farm near Shishiabo's. I did not say yesterday what His Honour read out".

30

He denied knowledge of the well. (See notes of inspection).

Witness continued to the effect that Odoi Kwao died about 10 years after Shishiabo and after that nobody lived there to his knowledge.

"I abandoned the place and abandoned the farming too".

Yesterday witness had said that Lomo Ansah after his cure never lived on the land again. Today he said:-

40

"Lomo Ansah lived on boundary of Shishiabo's
 "and Odoi Kwao's land. I know Lomo Ansah has
 "land near Odoi Kwao and Shishiabo land
 "After Lomo Ansah recovered he returned back to
 "my grandfather's. What His Honour wrote
 "yesterday was not a mistake".

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He asserted that the large quarry near the
 European Hospital was not on Shishiabo's land.
 Finally in answer to Mr. Quist he said:- "I am not
 10 "claiming all compensation for myself today. Stool
 "property. Yesterday I said Stool in my possession
 "and so my money being paid on account of Stool I
 "receive it for the Stool".

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 continued.

To my mind this witness is entirely unworthy
 of belief and I have dealt with his evidence at such
 length in order to show on what sort of evidence I
 am asked to say that this land is Labadi land. I
 regret to say I shall have to deal with the evidence
 of the La Manche at similar length to show the in-
 20 consistencies of the two witnesses in an endeavour
 to bolster up a case.

The La Manche has been on the Stool fifteen
 years, can speak English, and can read and write.
 He had every advantage in giving his evidence because
 inasmuch as he was giving evidence, officially as
 it were, for the Stool he was allowed to speak in
 Ga, so he heard every question twice repeated. I
 will first deal with his evidence about the bunga-
 30 lows which should be compared with Akrong Kojo's
 evidence on the point.

In this connection he said in examination-in-
 chief:- (and it obviously, I think, came as some-
 thing of a shock to his Counsel). "I know bunga-
 "lows had been erected by Europeans on Dodowa Road
 "many years ago - twelve to fourteen years. Seven
 "years ago I sold that portion to Government. I
 "sold to Government (1) Government House Site, (2)
 "Land south Government House Site and left of
 40 "Dodowa Road going North". (That is this very ac-
 "quisition). "(3) Another on which Survey School
 "is built". (In fact this is built on the Hausa
 Reserve Site vide supra). "(4) Place near valley
 "before you climb Kuku Hill right side of Dodowa Road
 "going North. I could point out these lands. Osu
 "Manche joined me in selling land because Osu looks
 "after land that way for me. I have seen bungalows

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"on Dodowa Road. About three to four years ago
"European started building on Dodowa Road. I have
"seen bungalows on Dodowa Road from three to four
"years. I sold the land along Dodowa Road already
"and received so I asked no questions. I shall
"sold it to Government. I know if Government takes
"one thing from you it will use more than two
"that's what I know". (Hardly polite to Government:)
"Once I sold whether they (Government) are using the
"same land or not I don't know. I sold the land 10
"to Government. Land on which bungalows stand on
"both sides of Dodowa Road. All. I sold the
"land about seventeen years ago. Government was
"acquiring the land for Government House Site and
"School Site, i.e. Survey School."

In cross-examination by Mr. Ribeiro, the Chief
said on this subject:-

"Dodowa Road is near acquisition. I have
"seen bungalows on west of Dodowa Road. From
"this side right up all land given to Matthew 20
"Jones, Surveyor-General, so we know buildings
"are on Government land".

(Note change of attitude on this point after the
adjournment apparently in an effort to come into
line with Akrong Kojo). "Land on which West
African Lighterage & Transport Company, Pickering
& Berthoud, Compagnie Francaise De l'Afrique Occi-
dentale, Societe Commerciale de L'Ouest African etc.
bungalows are, given to Government long ago when
Jones brought rum and presents, so if any building 30
on it I know it belonged to Government."

"Q. Yesterday you said you sold that portion to
Government seven years ago?"

"A. I was then referring to Survey bungalows".

(These bungalows are in fact a long way away near
the Old Aburi Road).

"If Osus sold bungalow site nothing to do
"with me because elders already had given land
"away. I gave land on which Pickering & Bert-
"houd, West African Lighterage & Transport Com- 40
"pany, etc. Bungalow are to Government West
"Dodowa Road.

"Q. How far inside did you give?

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"A. I have not measured so I can't say.

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"Q. Any part of present acquisition did you give?

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"A. No part of present acquisition give. We only gave the strip West of Dodowa Road on which bungalows stand."

I cannot imagine how the Manche think that anyone could believe such evidence for a second.

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continued.

10 Reverting to the general evidence in examination-in-chief, he said with reference to the Osus:-

"We gave Osus land to live on, that is land lying near Castle..... Land given to Osus did not reach Salem even" (i.e. part of present Christiansborg).

I quote this passage in view of something to come later.

20 We averred that Odotei Shishiabo was put on Ga boundary to watch the Gas, and looked after the land as La Stool land, sending a sheep every year in token thereof. He then hedged, perhaps wisely, as to the relationship between Shishiabo and Odoi Kwao and said that after Shishiabo's death, Odoi Kwao and lived on the land and sent a yearly present to the La Stool. He then dealt with the old boundary with the Gas.

He then made an extraordinary statement:-

30 "Shishiabo live on the land, and after his death he left the land to his brother Odoi Kwao and after his death he left the land to Tibboh who also asked and was allowed to live there".

This appears a very reckless statement (a) because as will be seen from Exhibit "C", Tibboh does not claim the whole area; (b) because there was no such suggestion as to Tibboh in Counsel's opening, and (c) because such a proposition was never put to Tibboh by Counsel for Labadi as far as I am aware.

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Witness finally said in examination-in-chief:-

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"Ruins of Shishiabo's village are there together
 "with heaps of stones. I mean foundation stones
 "are there".

Such statement was proved completely false on
 inspection.

Witness started his cross-examination by Mr.
 Quist badly, for he was asked three times whether
 he was a member of the Odoi Kwao family or not
 before he said he was not. He continued:-

10

"Odoi Kwao family if they live in Osu
 "I don't know. I have not gone into the
 "matter". (Too ridiculous).

He then spoke of visits to Mensah Amartei, the
 Odoi Kwao witness, at Osu. "I am related to Mensah
 "..... I don't know if Mensah come from Odoi
 "Kwao Family I am not related to Mensah.
 "I did not say just now that I am related to Mensah"

During these twenty to thirty visits to Mensah
 he had seen an old lady (alleged to be Ahima Owoo)
 and conversed with her but had never heard her name.
 Incredible!

20

Witness then described his inspection of the
 boundary of his Stool land with the Korle people,
 and denied that the wellknown Tettey Molai had
 acted as Korle Priest for about eighteen years. No
 supporting evidence from Korle was called on this
 question of inspection.

Then comes more amazing matter:-

"After Shishiabo's death, Odoi Kwao and his
 "relatives live in the village. After Odoi Kwao's
 "death, present occupant followed. I have for-
 "gotten his name. Old E.B. Tibboh is now occupy-
 "ing the village. After Odoi Kwao's death, E.B.
 "Tibboh occupied Shishiabo's village. I don't know
 "if he is there now. I was told as I have said.
 "When I went to villege eight years ago I did not
 "enquire if Tibboh was there. If a village I did
 "not go inside the village. Tibbo lived in vill-
 "age but he brings nothing to me as done in the
 "olden days. Tibboh is on land after Odoi Kwao

30

40

"but he is not looking after land for me. I don't know by what arrangement Tibboh lives on the land. Since Odoi Kwao's death nobody lived on the land to my knowledge who brings anything to my stool as I was told was being done in old days."

On the subject of the large quarry witness said:-

10 "I have seen quarry West of Hospital. I was not told it was on Labadi land. When I went to land there was no quarry. I now say I did not see quarry, because I did not pass that way. At last inspection I came from Adjabeng direction. I saw quarry at recent inspection with Judge. At first inspection I did not see it".

The record then reads:-

20 "Quist asks whether quarry on Labadi Stool land - long pause - witness says I have no answer to give. I have no answer to give you because I have seen it but none of my relatives told me anything about it".

Too futile. Government paid £70 an acre for this quarry to Odoi Kwao family and if it had belonged to Labadi I am quite sure there would have been a case about it. This is another of those outward and visible signs of human energy on the land which the Labadi Stool cannot get over.

Then comes more amazing evidence about the tamarind trees:-

30 "Tamarind trees were planted thirty yards apart over two hundred years ago. I cannot say how they measured whether by string or stick. They were planted in straight line yet some went crookedly. They were planted from beach past Legon north of Achimota. Numerous trees planted but now cut down and used as firewood. Tamarind trees were planted past Jorwulu but I can't say how many are there now Tamarind trees were imported by Portuguese two hundred years ago. Portuguese planted Tamarind trees for Africans but 40 "whether they planted seeds or saplings I don't know".

I do not propose to further consider the

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cross-examination of this witness as I think I have extracted the most important point.

The last witness for the Labadis was Sowah Kwaku, an elder and Linguist, who told the traditional story about Shishiabo's boundary with Gas etc. In cross-examination he denied that Sir Brandford Griffith fixed the boundary in the 1902 case. He said:-

"Land west Dodowa Road, on which bungalows are, is Labadi land. I don't know much about it, i.e. whether Labadi ever gave the land to anybody European or African".

10

Judging from his demeanour I don't think he know much about anything to do with the case. He declared that he had seen site of Shishiabo's village.

"I met ruins of village walls. Walls were of stones. I met stone wall remaining fallen down"
(Compare notes of inspection).

This was the oral evidence led for the Labadi Stool, and I regret to have to say, that I have rarely listened to more deliberate fabrication of evidence. I am unable to believe a word of what has been said. The Stool relied on Shishiabo as a trump card, but it was unable to play even this single card with the slightest degree of skill. As the Labadi case now stands in this judgment, I would not hesitate to say that no case has been made out, but there is worse to come, at any rate, from the Labadi point of view.

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30

Towards the end of the case Mr. Davies Assistant Commissioner of Lands, produced a letter dated 30th November 1901 (Exhibit "KK") signed by the Chief and Elders of Labadi and addressed to the Colonial Secretary. It is headed "Re land at Christiansborg and Labaddy" and is written particularly in connection with the acquisition of land by Government for a coconut plantation situate between Labadi and Osu, to which Sir Brandford Griffith's judgment in 1902, to which I shall presently allude, refers. Mr. Coussey has contended that the contents of this letter are not available as an admission against the Stool and has referred me to Taylor on Evidence, 11th Edition, page 558. I cannot agree.

40

In this letter the whole question of Osu and Labadi land is raised and a definite statement is made about the boundary between the lands of the two stools.

Exhibits

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In Hearne v. Rogers, 9 B & C 577, Bailey, J. said :-

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10 "There is no doubt but that the express admission of a party to a suit or admissions implied from his conduct are evidence and strong evidence against him; but we think that he is at liberty to prove that such admissions were mistaken or were untrue, and is not estopped or concluded by them to alter his condition".

In the case of Newton v. Belcher, 12 Q.B. 921, it was held by the Court that:-

20 "In all cases of this nature the Jury with the view of estimating the effect due to an admission will be justified in considering the circumstances under which it was made; and if it shall appear to have been made under an erroneous notion of legal liability they may qualify its effects accordingly".

Let it be so.

The relevant part of that letter reads:-

30 "We state that we are the first to settle on all the land in and about the town of Labaddy. In ancient times we had boundary only with the Accra people. The Christiansborg people exclusive of Christiansborg - Anahors came later and we gave them a portion of our land on our West towards Accra To a still smaller portion of these emigrants (i.e. the Anahors) we gave the remaining portion of land to the East of Christiansborg proper and to the West of Labaddy. At one period when we used to clean the Sesemi road to Christiansborg we marked our boundary from that side with Christiansborg. Later on the Aburi Road after Sesemi Road was disused, came to be the boundary. Therefore four years ago when the Government bought the site of the Hausa Cantonments from us we sold 40 the land up to the road. If a straight line is drawn along that road to the beach it would include all Christiansborg - Anahor whom we claim as tribesmen, members of the same clan or family. No

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"opposition was raised by any person in or out of
"Christiansborg when four years ago we made the
"above sale, because there was, and there is now no
"question that we own all that land".

I do not think anybody could say that the La
Stool has not had a fair opportunity of explaining
its position as regards Labadi-Osu lands in the
present case, and after the production of this
Exhibit no application was made to me for leave to
call any Labadi witness or otherwise.

10

It is a fact, apart from the compromise in
connection with the Government House Site and other
acquisitions (Exhibit "AT") which carries me nowhere,
the La Stool has been unable to show that it has
received any compensation for lands acquired West of
the old Aburi Road (which can clearly be seen on
Exhibit "LLT"), whilst the Osus received compensa-
tion for the Hausa Reserve a large stretch of land
to the West of that road. Osu people also received
compensation for the Northern part of "The Ridge"
running from Christiansborg cemetery to the European
Hospital, paying out of that compensation, in each
case, one-third to the Osu Stool because the Stool
had given them the land - In neither of these cross-
examinations did the Labadi Stool make any claim as
far as I am aware.

20

When Mr. Davies, to whom I have already refer-
red, was given evidence, he made a statement with
reference to the exchange of land between Government
and Osus on the Eastern side of the Dodowa Road
(Exhibit "OT") which induced me to call two wit-
nesses.

30

Mr. Sarblah is Registrar of the District Com-
missioner's Court, Accra, and an Accra man. He
described how some time ago he went with Captain
Watt, District Commissioner, Mr. Stacpools, Assis-
tant Commissioner of lands, Mr. Asante, Surveyor,
La Manche, and Osu Manche on the land to the East
of Dodowa Road behind the merchants bungalows. He
acted as Interpreter. He said the Osu Manche
claimed the whole area of land there, whilst La
Manche said Osu had no land there etc. In answer
to the District Commissioner the La Manche said the
land, where they then were, was given by them to the
Osus, and he then pointed out a small hill where he
said they formed boundary with Osu. The Osu Manche

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on the other hand said they formed boundary at Contagious Disease Hospital. Then the District Commissioner told La Manche that, as he was not claiming the place where they were, it was no use his staying and took him home in his car. According to witness the hill pointed out was just on the Labadi side of the Osu Cantonments Road (i.e. old Aburi Road).

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10 Mr. Asante said that the La Manche claimed the whole area and said the land was given to the Osus, and they had no boundary with the Osus - The Osus protested.

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Witness continued: "Then we went to old Aburi Road. There the La Manche spoke as before, but Osu representative said their boundary with Las is further East.....Osus said if that land belonged to La where was La Manche when Hausa Reserve sold to Government? No reply. La said whole land belonged to them and pointed out nothing".

20 It is true that there are discrepancies in the evidence of these two witnesses - both undoubtedly quite independent witnesses - but taking a fair view of it, it seems strongly to corroborate the contents of Exhibit "KKT" as far as Labadi is concerned, in that they admit the fact of a boundary on the old Aburi Road.

30 With reference to the statement of the Labadi Manche on this occasion as to the gift to the Osus I should like to call attention to his evidence before me when he said only a small piece of land was given the Osus at Christiansborg not even reaching to Salem. At another time, if I understood him aright, he wished to convey that all this land had been "dashed" to Government.

40 I will now refer to the judgment of Sir Brandford Griffith late Chief Justice of this Colony delivered on June 3rd, 1902. He had under consideration the acquisition by Government of plot of land lying on the beach side of the Christiansborg-Labadi Road for a coconut plantation. The real contestants were the Osu and Labadi Stools.

In a most excellent judgment, if I may say so, he dealt with the traditional stories of Labadi and Osu at length. After reviewing the evidence as to tradition he said in that judgment:-

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"My impression, though I do not feel warranted
"in finding it as a fact, is that the Labadis'
"tradition is in the main correct and that Christ-
"iansborg or Osu was originally subject to Labadi.
"But my finding is that that is not the case now.
"Assuming for the sake of argument that it had been
"proved that Christiansborg was originally an off-
"shoot from Labadi and that all the land between
"Christiansborg and Labadi did formerly belong to
"the Labadi Stool, I do not think that the ancient
"conditions would hold now-a-days. For generations
"past, Christiansborg owing to its local position,
"has been entirely independent, it has its own
"lands, it has been allowed to use the land up to
"Obenisu without let or hindrance, the question of
"boundary has never been raised, and we would have
"to assume that the Labadis had relinquished land
"rights to Christiansborg just as the Accras must
"have relinquished to the Labadis, according to the
"Labadi view, in the land to the East of Wao.....
"I propose to go not on ancient myth but on modern
"occupations".

10

20

The learned Chief Justice then proposed to fix
a boundary on the beach side of the Osu-Labadi Road
midway between the two towns. He wound up:- "I
"need hardly say that this judgment does not deal
"with the question of lands on the other side of
"the road, and to my mind, that question will depend
"almost entirely on occupation".

I should perhaps add here that no question of
Shishiabo's occupation was raised in that case hence
the necessity arose for me to deal with it in the
present case, whilst I all the time agree with the
dictum of the Chief Justice as to a decision being
arrived at on occupation in such cases as these,
Shishiabo was Labadis' only hope and the hope about
him had therefore to be duly considered.

30

I do not feel there is necessity for me to say
much about the Osu case. Following the excellent
example set by Sir Brandford Griffith and consider-
ing occupation alone, their case is overwhelmingly
strong. I have already referred to the acquisi-
tions in the neighbourhood in which compensation
had been paid to the Osu Stool without protest by
the Labadis, and in addition we have the large
number of mercantile bungalows on the adjoining
land, and we must not forget also the Government

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bungalows on Ferguson's plot. On the land actually acquired, we have a large number of farms cultivated, some of them, for a considerable period, also without protest from the Labadis. The La Manche admitted on inspection they had no farms there. In addition to all these we have the very significant letter of 1901 (Exhibit "KKT") and the strong independent evidence of Mr. Asante and Mr. Sarblah.

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10 Mr. Coussey attempted to make much of the Osu-Odoi Kwao boundary being a straight line etc. I do not suppose for a moment it was originally a straight line, but, if the Osus and the family like to so adjust the boundary between them, I cannot see that any outsiders have cause for complaint as they are not affected. Undoubtedly the Osu Stool has made out its case and a very strong case too as against Labadi.

11th February 1931 - continued.

20 Inasmuch as the Osu Stool has succeeded in establishing its claim it follows that the claims of Executors of Sackey and Nicholson also succeed.

30 As regards the Odoi Kwao family claim I am not disposed either to pay much attention to tradition. There is no question but that they are in occupation as owners, and I have already dealt with their alleged Labadi origin through Shishiabo as not being worthy of credit. There can be no doubt I think but that the family occupied the village pointed out to me just off the acquisition till comparatively recent times. In this connection I was rather impressed with the evidence of one Kwaku Aponsah who was called not for the family but for Claimant Adams. He has asserted that he was the son of Otu Kwadjoe who succeeded Odoi Kwao and was born in the village. I believe him.

40 As regards occupation, the family has, undoubtedly, a lot of Hausa farmers on the land who pay annual tolls to the family. In addition to this there was the acquisition of the quarry site from the family, the quarry lying to the south of the present acquisition, and, as it were, sticking right into it. The family received compensation for this quarry without protest from anybody, and it appeared to be an unpleasant fact to several of the claimants. In connection with the Odoi Kwao family claim the letter "KKT", the evidence of Asante and Sarblah, and the judgment of Sir Brandford Griffith in 1902

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must also be borne in mind. I find therefore that the Odoi Kwao family has made out its claim.

I have now to turn to the question of valuation.

With the Eastern or Osu portion of the acquisition, I am now concerned in this part of the case, except so far as Claimant Nicholson is concerned. In view of the Stool having accepted the Government valuation, he (Mr. Nicholson) is to receive an exchange of land from the Government, but the value of his plot has to be deducted from what the Osus are to receive. I think the fairest way, as regards this claim, will be to accept Mr. Jamieson's valuation of £98.9.0. and this amount will have to be deducted as I have indicated.

10

The assessment by Government of the whole of the Western portion is unaccepted and I shall have to deal with this in two parts (1) as to the value of the land near Farrar Avenue i.e. the South-west corner, and (2) as to the remaining area.

20

Before I go into details of the valuation of the present acquisition I should like to quote one or two principles which I accepted as guides to assessment of value on compulsory purchase. In the case of In re an Arbitration between Lucas and the Chesterfield Gas and Water Board, 1909, 1 K.B.D. page 16, Fletcher Moulton L.J. in the course of his judgment at page 29 said:-

"The principles upon which compensation is
"assessed when land is taken under compulsory
"powers are well settled. The owner receives
"for the lands he gives up their equivalent
"i.e. that which they are worth to him in money.
"His property is therefore not diminished in
"amount, but to that extent it is compulsorily
"changed in form. But the equivalent is
"estimated on the value to him, and not on the
"value to the purchaser, and hence it has from
"the first been recognised as an absolute rule
"that this value is to be estimated as it stood
"before the grant of the compulsory powers. The
"owner is only to receive compensation based
"upon the market value of his lands as they
"stood before the scheme was authorised by which
"they are put to public uses. Subject to that,

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"he is entitled to be paid the full price for his lands, and any and every element of value which they possess must be taken into consideration in so far as they increase the value to him".

In 6 Halsbury page 37 paragraph 40 the following is laid down:-

10 "Tribunals assessing compensation may take into account not only the present purpose to which the land is applied, but also any other more beneficial purpose, to which, in the course of events, it might within a reasonable period be applied, just as an owner might do if he were bargaining with a purchaser in the market. This value for future purposes is generally referred to as the potential value of the land The purpose for which the promoters intend to use the land is not such a use as can be considered in estimating the potential value, when that value is created or enhances simply by the act or scheme of the promoters. The loss is tested by the value to the person from whom the land is taken and not by the value to the person acquiring it".

20

I need not allude here to the doctrine of "special adaptability" as, in my opinion, it does not arise in connection with the present acquisition.

30 Mr. McCarthy for the Government put in evidence Exhibit "E", a valuation report, under section 6 sub-section 5 of Chapter 142, and also called Mr. Jamieson, Public Health Engineer, who has had considerable experience of the valuation of land for compulsory purchase in this Colony.

40 The land in question is grass land with food-stuffs farms scattered over it and is undeveloped, except for a strip fronting Dodowa Road (not being acquired) on which are a number of Merchants' bungalows. There are no access roads, and naturally no public service of any kind. I think I have otherwise sufficiently described the land when dealing with the question of title. I agree that the area cannot, in any way, be regarded as comprising a possible business or industrial area being too far from the Railway, the Harbour, and the main town of Accra, and I agree that it must

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therefore be considered purely as possible Residential or Agricultural land.

For the purpose of valuation the area was divided by Government into five portions shewn respectively in white - blue - yellow - brown and green on Exhibit "C". The areas of these portions are respectively 25.5 acres, 72.77 acres, 79 acres, 84 acres and 90 acres, and are valued respectively at £100 per acre - £50 per acre - £25 per acre - £10 per acre and £5 per acre, making a total assessment of £9,435.10. 0 which with the usual 10% for compulsory purchase works out at £10,379. 0. 0.

10

The white portion has frontage on Dodowa Road.

The blue portion, according to the report, comprises the next best of the sites available for building purposes after necessary development.

The yellow portion is considered to offer healthy sites from a building point of view, though not so desirable as the blue portion.

The brown is considered to be of small value as a building estate and might at some distant date be built upon if the necessary development work were done, but not until the first three portions had been nearly fully developed.

20

The fifth portion is, according to the report, definitely unsuitable for building purposes and would be unlikely to develop in that way unless the town of Accra increased to an improbable extent.

Reference was made in the report to other acquisitions to serve as a guide. It will have been observed that Government has dealt with the entire area as a potential building estate, and not on an agricultural basis. There can be no question I think but that in this Colony there is a little or no prospect of the land in question being developed except by Government.

30

In coming to a decision as to value I have to remember that it is the value of the land at the time of the First Notices that I have to consider i.e. April-May 1929 and not the present time. In other words, I must have no regard to the prospects of the Colony as they appear in 1931, which undoubtedly

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do not afford so pleasing an outlook as they did in early 1929.

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10 The South-West corner for the purposes of the assessment of compensation is being taken as 17 acres - vide the agreement come to during the hearing of the case as to title. For some reason it was never found possible to locate exactly the plot sold to Messrs. Thompson Moir and Galloway, and I have had therefore to take a rough estimate in deducting the value of one acre of brown land from the compensation to be paid to Adams and the Brazilians in view of the exchange of land arranged with Messrs. Thompson Moir and Galloway.

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Now there can be no question that the brown land in the south-west corner would be of greater value than at which it was assessed by Government provided there was access to the land.

20 When I inspected the land I considered access (I need not go into details) to be a matter of little difficulty, and Mr. McCarthy in his final address for Government laid little stress on the suggested lack of access - a very proper course to adopt in the circumstances.

30 The elevation of the land is fairly high (vide the notes of inspection), and there are two main thoroughfares nearby, namely Castle Road and Farrar Avenue. There is also the possibility, though rather a faint possibility I gather, of a new road being constructed behind the Asylum. Also electric light and water are on the spot being used in the Asylum.

40 A great drawback, and, to my mind, it is a very great one, to this area as a building site for residential houses is the presence of the Lunatic Asylum. I cannot conceive people being desirous of living closer than necessary to such an establishment. Of course there is the possibility (I am talking as if it was May 1929) of the removal of the Asylum though I know nothing definite as to that. Another drawback is the fact that the area in question is somewhat "blanketted" from the prevailing breeze by higher ground on the far side of Farrar Avenue.

If it were not for these two drawbacks I should

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be inclined to say that the value of this area was somewhat higher than the blue portion valued at £50 an acre. The only guide I have is the purchase by Messrs. Thompson Moir and Galloway of land in the vicinity at £36 odd per acre. This was at public auction and the plot is situate as far away as possible from the Asylum up against the quarry. I may mention here that the acquisition of the quarry at £70 per acre is obviously no guide at all.

In all the circumstances I think a fair valuation of the ten brown acres in this vicinity would be at the rate of £36 per acre plus 10% which makes a total of £385. I think the value of the seven green acres in the south-west corner should be considered along with the remaining area.

Now it is clear both from inspection and from the evidence that, what with (a) the land with frontage on west Dodowa Road, (b) the land with frontage on East Dodowa Road, (c) the blue land, (d) the yellow land and (e) the land behind the plots with frontage on East Dodowa Road, and taking into consideration a normal rate of progress, the needs of the European population as regards residential quarters can be fully catered for very many years. I almost said for ever. In those circumstances I think that the area now under review should be regarded as prospective building land for Africans.

Much stress was laid by Government on lack of access, and also lack of water and light, the further one got into interior of the acquisition away from the Nsawam road on the one side and the Dodowa road on the other. If this land is to be regarded as what I may term "African building land" I do not think these points carry much weight. I have never heard of "trespass by walking", if I may use such an expression, in this country on open land, and I do not think that Africans as a rule have water laid on to their houses - rather do they send their servant or children to the nearest stand pipe which in the present case are, I presume, situate on the Nsawam road. Nor do I think do Africans as a rule have electric light laid on to their houses. I am unable to agree therefore that too much importance should be attached to these considerations.

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In this connection I would say that the construction of the proposed "Ridge Road" appears to be very problematical and cannot be taken into consideration, and I have no evidence to show that the fact of the area being declared a "Free Zone" (i.e. an area on which nobody, European or African, can build) in any way hindered development.

10 I at one time thought that the area nearer Accra should be valued at a higher rate than that further north, but Mr. Jamieson pointed out that the further end is nearer the Dodowa Road.

20 Houses have begun to creep up slowly along the sides of the Nsawam Roads, especially the Eastern side i.e. the side upon which the acquisition is, and there can be no doubt but that Africans will fill up all the available spaces there, which is a very considerable one, before they start building on the area now under discussion. If and when they do reach this area, I do not think they will discriminate much as between high land and low land, for, in my experience, Africans do not seem to have much regard to this question. I consider therefore that in assessing the value of the area in question a flat rate should be adopted and not a rate dependent on elevation. But what is that rate to be? I have been in Accra off and on since I first came to this Colony in 1910, and the expansion has been amazing. Doubtless the affairs of the Colony were not in so sound a position in May 1929 as they were for a period prior thereto but I do not see why even so the high water mark of expansion has been reached. I consider therefore that a possibility of the area in question quite apart from any question of its being a "Free Zone" with which I am not concerned for I have to regard it as possible building land becoming building land for Africans at a not too remote period. This area contains in all (including the 7 acres from the south-west corner) 89 acres. Of this 1.30 acres is yellow land and I accept that from my general statement supra and accept the Government valuation of £25 per acre. This amount to approximately £33.

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As regards the remainder of the land i.e. 87.70 acres I assess the value at the flat rate of £12.10. 0 per acre, or, in other words, at half the value of the yellow land.

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I would add here that it seems very probable that it will take just as long to fill the yellow land with Europeans as it will to fill the area under discussion with Africans, but the latter is obviously inferior land and further away from a road.

I have then to multiply, say, 28 acres by £12.10. 0. This amounts to £1,100. To this must be added £33 for the yellow land. Total £1,133. Add 10% Grand total £1,246.

10

I was given all sorts of fantastic figures of prices paid by Africans for plots near Farrar Avenue etc., but I am quite sure I was not meant to take these figures seriously in assessing the value of a large area of land like the present one. Indeed such figures were not claimed. I would add that I can only regard the purchase of the site of Thelma Lodge by the late Mr. Vidal Buckle, in 1912 or so, at the rate of £33 an acre as a freak purchase by an opulent barrister, possibly after having received a good retainer.

20

To sum up:-

1. Osu Stool receives £9,534 less £396 payable to the Executors of Sackey's Estate, and less £98. 9/- for Mr. Nicholson's plot. Total £9,039.11.0. From this amount £1,150 had to be paid by the Stool to Tibboh and Alice Nettey, and the Stool has also to settle with Sarbah Shipi.

2. The Executors of Sackey's Estate receive £396.

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3. Mr. Nicholson receives in exchange a plot of land already agreed upon between himself and Government.

4. Messrs. Thompson Moir & Galloway receive in exchange a plot of land already agreed upon between the firm and Government.

5. The Odoi Kwao Family receive £1,150.

6. Mr. J.H. Adams receives £240.10.0 being half of £385 plus £96.

7. Chief Nelson receives £120. 5. 0. being $\frac{1}{4}$ of the above amounts.

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8. The Lawrence Family receive £120. 5. 0 being $\frac{1}{4}$ of the above amounts.

The total amount payable by Government is therefore £11,165 or £786 more than its valuation of £10,379.

I do not pretend to be an expert mathematician, and if the above figures are wrong I will willingly review my judgment to that extent.

10 I wish to take this opportunity of thanking Messrs. McCarthy, Crown Counsel, Davies, Assistant Commissioner of Lands, Jamieson, Public Health Engineer, and Asante, Surveyor, for their invaluable assistance in this very prolonged and troublesome matter. I am sure Counsel for all parties concerned would wish me to include them in this tribute. All the four gentlemen concerned have given of their best unstintingly. Perhaps special thanks are due to Mr. Davies who at the instigation of Counsel, has searched his record and attended Court again and again and to Mr. Jamieson who not only attended Court frequently but has always most willingly sallied forth into the acquired area on some quest or other. Mr. McCarthy has been most kind to me in arranging one thing after the other, whilst Mr. Asante did valuable work in the south-west corner and on inspection with me.

20

There only remains the troublesome question of costs. There will of course be no costs of the valuation proceedings. The proceedings as to title lasted 21 days including the day of inspection. According to arrangement Tibboh and Osu Stool were neither to give nor receive costs. Tibboh's case, lasted 3 days and was mainly directed against the Osu Stool; to this must be added, say, one day for cross-examination by Mr. Papafio on Tibboh's behalf making 4 days in all. These days must be deducted from the costs payable to Osu Stool. Tibboh of course embraces Alice Nettey. Taking the Eastern part of the Acquisition, Labadi Stool must pay Osu Stool 17 days costs plus general costs of witnesses etc., and Labadi Stool must pay Executors of Sackey and Mr. Nicholson 2 days costs plus general costs. Taking the Western part of the Acquisition, Tibboh's case was withdrawn against the Odoi Kwao Family without costs and 4 days costs must be deducted. Labadi Stool must therefore pay

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Odoi Kwao Family 17 days costs plus general costs of witnesses etc. Adams, Nelson, and Lawrence Family are not paying or receiving costs as between themselves. Their enemies otherwise were Labadi and the Atukpais. Their respective cases lasted in all roughly 5 days. Add 2 days for Cross-examination inter se. Total 7 days. Balance 14 days. Of these days I think Labadi should pay 10 days plus $\frac{3}{4}$ general costs, and the Atukpais 4 days plus $\frac{1}{4}$ general costs to each of these claimants. (The Atukpais took a very small part in the proceedings). Messrs. Thompson Moir & Galloway must receive from Labadi Stool 1 day's costs plus $\frac{1}{2}$ general costs, and from Lawrence Family 1 day's costs plus $\frac{1}{2}$ general costs. All costs to be taxed. I have tried to make the payment of costs as fair as possible but it is no easy matter in so complicated an affair as this.

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(Sgd.) R. E. Hall,
Judge.

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Counsel:

Mr. McCarthy, Crown Counsel for Government.
Messrs. Ribeiro and Quist for Osu Stool.
Mr. Coussey for Labadi Stool.
Mr. Quist for Odoi Kwao Family.
Mr. Carter for Messrs. Thompson Moir & Galloway.
Mr. Vernon Buckle for Chief Nelson.
Mr. Kwatei Papfio for E.B. Tibboh and Alice Nettey.
Mr. Hugh Quartey Papafio for Mr. J.W. Adams.
Mr. Coussey for Mr. Nicholson.
Mr. Kojo Thompson for Lawrence Family.
Mr. Sawyer for the Atukpais.
Mr. Bossman for Sarbah Shipi.
Mr. Glover Addo in person as Executor of Sackey's Estate.

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EXHIBIT "41"

RECEIPT FOR £30 FROM ODOI KWAO
FAMILY TO MALLAM FUTA

Tendered and admitted for Defendants
in re Numo Ayitey Cobblah vs: J.W.
Armah & Ors. 21/2/51

Exhibits

"41"

Receipt for
£30 from Odoi
Kwao Family
to Mallam
Futa.

28th February
1931.

10 Received from Malam Amadu Futa of Accra, the
sum of Thirty Pounds (£30) two live Sheep to bottles
gin being customary fee for permission to be
allowed to occupy portion of our land known as
Akanetso belonging to Nii Odoi Kwao Family situate
at North-East Adabraka Accra.

(sic)

The above sum of money sheep and other things were
given in the presence of Nii Ayi-Bonte Gbese Mantse
and Acting Korle Priest Nii Tetteh Kwei Molai.

Dated at Accra 28th February, 1931.

(Sgd.) ? ? Kotey
for ODOI KWAO FAMILY OF ACCRA
AND CHRISTIANSBORG.

20

2d STAMP.
28/2/31.

Exhibits

"22"

EXHIBIT "22"

PROCEEDINGS IN EUROPEAN RESIDENTIAL
AREA ACQUISITION

Proceedings
in European
Residential
Area Acqui-
sition.

Tendered and admitted for Odoitso Odoi
Kwao in re Numo Ayitey Cobblah vs:
J.W. Armah & 17 other cases. 16/2/51

15th September, 1931.

15th September
1931 to 19th
December 1951.

In the Supreme Court of the Gold Coast Colony
Eastern Province, held at Victoriaborg, Accra, on
Tuesday, the 15th day of September, 1931, before
His Honour William Plunkett Michelin, Ag. C.J.

10

15th September
1931.

In re Land acquired for European
Residential Area Extension

The Acting Solicitor-General for Colonial Secretary

Mr. Renner for Dr. Easmon

Mr. Quist and Mr. Ribeiro for Osu Stool

} Claim I

Mr. K. Quartey-Papafio and Mr. Kojo
Thompson for Ga Mantse

v.

Mr. Quist for Osu Stool

} Claim II

20

Mr. Orgle for J.W. Appiah

v.

Mr. Quist for Odoi Kwao

} Claim III

The Acting Solicitor-General appears -

Mr. Bossman appears for Mr. Kojo Thompson and Mr.
Quartey-Papafio

None of the other parties appear.

On application of Acting Solicitor-General adjourned
to 22nd instant, all parties to be notified.

30

W.P.M.
Ag. C.J.

22nd September, 1931.

Exhibits

In the Supreme Court of the Gold Coast Colony, Eastern Province, held at Victoriaborg, Accra, on Tuesday, the 22nd day of September, 1931, before His Honour William Plunkett Michelin, Ag. C.J.

"22"

Proceedings
in European
Residential
Area Acqui-
sition.

In re matter of Land acquired at Accra for
European Residential Area Extension

The Acting Solicitor-General for Colonial Secretary.

15th September
1931 to 19th
December 1931.

10

Mr. K. Quartey-Papafio and Kojo Thompson for Acting
Ga Mantse.

22nd September
1931.

J.W. Appiah does not appear.

Mr. Lokko for Dr. C.M. Easmon.

Mr. Ribeiro and Mr. Quist for Osu Mantse.

Mr. Quist for Odoi Kwao family.

Proof of service upon Mr. Orgle.

Ga Mantse claim received 4. 2.31.

J.W. Appiah " " 10. 2.31.

Dr. Easmon " " 13. 5.31.

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Osu Mantse, claim already dealt with in previous
enquiry -

The Court by the consent of Counsel on each side
decides to take Dr. Easmon's claim first -

By consent of Counsel on each side claims to be
heard in following manner:-

Dr. Easmon as Claimant and the Osu Mantse as Opposer.

The Court decides to deal with this claim in the
first instance.

30

Mr. M'Carthy points out that according to survey
plan, land claimed by Dr. Easmon is not in area
enclosed by Osu Stool or claimed by Osu Stool, but
in area generally the land to belong to the Odoi
Kwao family, asks therefore that the Odoi Kwao
family should be joined with the Osu Mantse as
joint Opposers.

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No objection raised by Mr. Lokko or by Mr. Quist -
Joinder granted accordingly.

Mr. Ribeiro asks for an adjournment until Tuesday,
29th instant.

Mr. Lokko and Mr. Quist agree -

By Court -

Adjourned accordingly to 29th instant.

Question as to other claims adjourned to 29th
instant, Mr. Orgle to be further notified.

Mr. Lokko on behalf of Dr. Easmon informs the Court 10
that he does not dispute the rate of compensation
as given by Mr. Justice Hall but only wishes to
contest the question as to title of respective
parties.

W.P.M.

29th September, 1931.

In the Supreme Court of the Gold Coast Colony,
Eastern Province, held at Victoriaborg, Accra, on
Tuesday, the 29th day of September, 1931, before
His Honour William Plunkett Michelin, Ag. Chief 20
Justice.

In the matter of land acquired at Accra
for European Residential Area Extension.

Dr. Easmon (Claimant)

v.

The Acting Osu Mantse

and

Odoi Kwao Family "Opposers"

Mr. Lokko for Claimant.

Mr. Ribeiro for Ag. Osu Mantse. 30

Mr. Quist for Odoi Kwao Family.

Mr. Ribeiro informs the Court that since the claim

was filed by the Osu Mantse and since judgment in the claim was delivered by Mr. Justice Hall, the Osu Mantse Dowuonah has died, and a new Manche has not yet been elected, but Peter Johnson is Acting Osu Mantse.

By consent of Counsel on each side ordered that the Acting Osu Mantse Peter Johnson be substituted for Mantse Dowuonah, Osu Mantse, for the purpose of carrying on this suit.

10 Mr. Lokko opens for claimant as follows:-

Claim in this suit is based upon an instrument dated 28.11.1890.

20 It is a deed of conveyance made between Gottlieb Allema Dowuonah, King of Christiansborg of one part Charmanyeba and the Chiefs and Elders of Christiansborg and John Freeman Easmon of the other side. The boundaries and dimensions are disclosed in said Indenture. This land forms part of the land recently acquired by the Government. The party mentioned in the Conveyance is dead and has been succeeded by his son and Mr. M.C.F. Easmon. We shall be able to prove that the deceased died intestate and was succeeded by his son M.C.F. Easmon, the lawful issue of Dr. Easmon. The instrument is duly registered in Deeds Registry of the Colony. Mr. P.A. Renner holds a Power of Attorney for the present claimant who has sent in a claim dated 12.5.1931.

Mr. Ribeiro opens as follows:-

30 In year 1890, the late John Freeman Easmon was a Medical Officer in this Colony. At that time Dowuonah mentioned in this deed was Osu Mantse. Dr. Easmon approached the Mantse to get a piece of land for purpose of gardening. Mantse Alema saw some of his elders of Christiansborg and they gave the land described in conveyance to Dr. Easmon for purpose of gardening. All the Elders who witnessed document were illiterate. Significant that Mankrado did not sign document. The Elders of the 4
40 quarters not wanted and did not sign document. Consideration was that of respect and esteem, beyond that no consideration. Document not having been signed by all who should have

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continued.

signed, we say document not binding on Stool. Since the execution of this document possession has never been taken by Dr. Easmon or anyone on his behalf. The land in this deed is not the property of the Osu Stool at all and even if deed executed by Osu Mantse and his Elders and Councillors, they had no power to convey such land. This land belonged then and now belongs to the Odoi Quao family, who reside at Christiansborg. As to acquisition and claim before the Court, there has been of the land, and land has been ear-marked and does not come within the acquisition as land claimed by Osu Stool. We have never claimed compensation for this land. Refers to plan and Acquisition case, wherein title was fought out before Mr. Justice Hall, Ref. Y117 on plan, G.C./B/420.

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Mr. Quist opens as follows:-

We claim that the land enclosed by the Deed of Gift to Dr. Easmon is not attached to the Stool of the Osu Mantse. It has never been so attached. The Osu Mantse has no interest in it. The land comprised in that conveyance is property of Odoi Quao family Augustina Alima Owoo is the head. The greater included in present acquisition which 16 acres was declared to be the property of the said family in a judgment delivered in present acquisition of 11.2.1931 by Mr. Justice Hall.

20

Osu Mantse through whom Dr. Easmon claims was a party. The land is portion of a large tract of land forming the family land of Odoi Quao family. Odoi Quao family land is bounded on East by Osu Stool lands, on West by Lomo Amah's family land, on North by Gbese and Korle peoples lands, on South by Government lands and Odoi Quao family land. The land originally was the property of the "GA" Tribe, and granted over 100 years back to Shishiabo the father of Odoi Quao by the then Ga Mantse and the Korle Priest, Tetteh Akron for a consideration. Shishiabo occupied the land built a village on it and after his death property descended to his son Odoi Quao also extended the village. He came a prominent man in family, and family became named after him. The village subsequently fell into ruins, but ruins are still visible. The members of the family continued to be and remained in possession up to present day, always exercised acts of ownership. They have collected tolls from persons

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and farmed on the land. Refers to plan TY.77 will notice in portion claimed by one Adams also obtained the land from Odoi Quao family, undisturbed possession for over 44 years. Thompson Moir and Galloway also claimed a portion also sold by Odoi Quao family to Halm now deceased. Also site of Government quarry which was acquired by Government from Odoi Quao family. Members of Odoi Quao family say they are not parties to claimant's deed and Osu Mantse, no right to grant their land to anyone. Heads of family were Ahimah Owoo, John Akuffo, Amartey Odonkor and Oto Kwadjo. None of these had anything to do with the alleged grant. Oto Kwadjo at time of grant was in charge of land. He discovered that certain pillars were being erected on land, communicated to family. The head of family instructed Edmund Bannerman who wrote Dr. Easmon and took down pillars erected on Claimant's land. Dr. Easmon never interfered at all with this land and has not since interfered with land. Submits claimant no claim to land.

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continued.

Mr. M'Carthy asks leave to be excused at this stage from attending this Court as issue has already been framed and question as to title.

By Court -

Leave granted as prayed.

At this stage by consent of Counsel on each side, the following plans are admitted in evidence:

- (1) Dated 5.4.29 signed by Mr. Sward, Officer in charge of Cadastral Branch.
- (2) Marked G.C./B/420 undated.

(1) as Exhibit "A" and (2) as Exhibit "B" -

Exhs "A" & "B"

Mr. Lokko calls the following witnesses:-

PETER AWOONOR RENNER sworn -

I am Attorney in the Colony for M'Cormack Charles Farrel Easmon of No. 2 Road Freetown Town in Sierra Leone. I produce Power of Attorney dated the 11th September, 1931.

(By consent admitted in evidence as Exhibit "C") -

Ex. "C"

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(sic)

I produce a deed of conveyance dated 28th November, 1890 purporting to be signed by Cottfried Alema Dowuona, King of Christiansborg and his Elders and Councillors, duly registered in the Accra Deeds Registry on 12th December, 1890.

(By Consent admitted as Exhibit "D")

Looking at this deed, I see the boundaries are on plan. Bounded on 3 sides by unoccupied lands, and on fourth side by road to Christiansborg described as new road. It is crossed by a road to Christiansborg. It contains 105 acres. I was resident in Accra in the year 1890, but did not at that time know of the execution of Exhibit "D". I however was well acquainted with the late Dr. Easmon; and I went on the land embraced by the conveyance, on the occasion with Dr. Easmon, but did not know the extent of the land. We rode out over the land and inspected two of the pillars put on the land. At that time there was no building on this land. Dr. Easmon only had okro and cassava growing on the land. The late J. Hansen Sackey was employed to Dr. Easmon, and his general factotum and also looked after the land for him. Dr. Easmon died in 1900 at Cape Coast. On the death of the late Dr. Easmon who died intestate his son the present claimant succeeded him as heir-at-law in the year 1901. On the death of his father he came to Accra, and inspected this land and other lands. Up to death of Sackey in 1926, he looked after Easmon's lands for him. Since Sackey's death I think Mr. Dove has been looking after Easmon's land. In the plan marked "A", Easmon's land which is now claimed is shaded green. In Exhibit "B" it is not plotted. The present Dr. Easmon came into the Colony about 1916. He took possession of the property from J. Hansen Sackey. Sackey remained his caretaker to time of his death. After the enquiry into the Osu Claim, I went on invitation of Lands Department in conjunction with Officer from Lands Department to inspect the land. I saw two pillars one high one and one low one. None of the people who went with me disputed Easmon's claim. They said extension only made a year ago. I am claiming on behalf of Easmon, under my power of attorney.

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Cross-examined by Mr. Ribeiro -

I rode on the land with Dr. Easmon and saw a

pillar. I rode a considerable distance on that day. When I rode with Dr. Easmon on the occasion Dr. Easmon made the appointment with me and then we rode around this land., That was not first and last occasion. I frequently rode around. I went on purpose to find the pillars. I was in Accra, when notices were issued; I can't say how long the notices were posted. I heard news of extension before land claimed. There was a

10 I can't tell the date of power of attorney. I used to know that late Dr. Easmon had the land for a long time. I can't say why the present Dr. Easmon did not claim. When I saw publication of land acquired, that is why I claimed. Before I claimed I had seen pillars on the land. I have full instructions to support my claim in other particulars. I had no knowledge of the present claimant's movements when he reached the Colony except when he notified me. I was in Accra when

20 he came here. He saw me at Sackey's place and we discussed the question of the land. He did not tell me he was going to see the donors of the land. I can't say if he went and saw the Osu Manche. I can't say if he saw the Manche's elders and councillors. Looking at the conveyance marked "D" I was not late Dr. Easmon's Solicitor. I did not prepare Exhibit "D". I am a relative of Dr. Easmon. I lived with him off and on in 1890. Looking at Exhibit "D" I see Gottlieb at beginning

30 and "Godfrey" at end. I can't say if Exhibit "D" was read over and interpreted to the signatories to this document, but it is stated in face of deed that the people fully understood the contents of the said document. I would not say it is unusual for acres to be put in a deed as describing measurements. It is not peculiar that the name of the Linguist is not given in the deed. The Mankralo's name is not put in this deed. I should not say that deeds are always witnessed by the Mankralo and

40 by the Linguist. The Mankralo is also one of the principal members. I do not know that they must necessarily join in disposing of Stool property. Looking at Exhibit "A" I see Dr. Easmon's land shewn. Looking at Exhibit "B" I see the area edged red. That is marked Osu Stool land. The land we are claiming in "A" shaded green cuts into Osu Stool land shaded red. I believe the land we now claim does form a part of the land claimed by Osu Stool in present acquisition.

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ExhibitsCross-examination by Mr. Quist -

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I know that in the Colony there are individual lands, family lands, and stool lands, and tribal lands. Referring to Exhibit "D" the boundaries are described on 3 sides as unoccupied lands. Taking deed as it stands it is difficult to understand situation but by exercising care the boundaries can be identified. I said Easmon took possession by placing pillars on the land and inspecting land in first place. I have said the particular land was under Hansen Sackey. Easmon had no building on land. It appears from the plan that there were 6 pillars. When I inspected land last one pillar was broken the other one seemed more broken, I did not see the other four. When Dr. Easmon built these pillars, I can't say if Dr. Easmon received a letter from Edmund Bannerman to effect that land did not belong to Osu Stool but to the Odoi Kwao family and that Easmon had no right to be there. Apart from the erection of the pillars I saw no other erection on the land. I can't say if Easmon made the cassava plantation. There are mangoe trees on the land. Easmon did not plant these mangoe trees as far as I am aware. I can't say if the present Dr. Easmon has taken out letters of Administration or not. I can't say if the mother has taken out Letters of Administration. Looking at Exhibit "B", I can't say if this Exhibit was put in evidence in other cases. On Exhibit "B" appears names of all claimants and various parties claimed shown on plan. I see the yellow lines marking the Odoi Kwao's claim. I see the red lines marking Osu Stool claim. I don't see any claim on this plan. My claim is dated 12th May, 1931. Exhibit "B" was in evidence as "C" in December, 1930. According to Exhibit "B" my land if plotted would go a in Osu land and a part in Odoi Kwao's land. I see various claims marked in Exhibit "B". I see the Government quarry in Exhibit "B" - That quarry is on land of Odoi Quao's land. I can't say if the area containing the quarry was purchased by Government from Odoi Quao's family. I don't know if land marked blue was granted to Adams by Odoi Quao family. I have never seen any ruins on land claimed by Easmon. I saw no ruins. Looking at Exhibit "D" I do not see the name of Ahimah Owoo as one of the parties in Exhibit "D". I do not see the name of John Akuffo or Oto Kwadjo or Odonkor.

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Re-examined by Mr. Lokko -

The illiterate protection Ordinance came into force in 1912. Two pillars are still standing on the land.

FRANCIS THOMAS DOVE - sworn -

10 I am a Barrister-at-Law and a Practitioner of this Court. I live in Accra. I know the present Dr. Easmon. He lives in Sierra Leone. I know that he is lawful son of his father. As far as I know, no Will was proved of the estate of Dr. Easmon. I believe he died intestate. The present Dr. Easmon, has visited this colony on two occasions. Once in 1916, when he stayed with me and the other occasion in March, 1920, when he did not stay with me. On these occasions I had occasion to discuss with him matters relating to his father's estate. I remember inspecting with him property back of Technical School. I never inspected the property in this case. I knew Hansen Sackey looked after
20 his property until time of his death. I know nothing about this particular land.

Not cross-examined by Mr. Ribeiro.

Not cross-examined by Mr. Quist.

By consent of counsel on each side, the situation and area of land now claimed to be plotted on Exhibit "B".

At this stage adjourned on application of Mr. Lokko to the 30th instant.

30 W.P. Michelin,
Ag. C.J.

Other claims adjourned to 20th October, 1931.

W.P.M.

30th September, 1931.

In the Supreme Court of the Gold Coast Colony, Eastern Province, held at Victoriaborg, Accra, on Wednesday, the 30th day of September, 1931, before His Honour William Plunkett Michelin, Acting Chief Justice.

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continued.

In re land acquired at Accra for European
Area Extension.

Dr. Easmon

v.

Acting Osu Mantse

and

Odoi Kwao Family.

Mr. Lokko for claimant -

Mr. Ribeiro for Acting Osu Mantse -

Mr. Quist for Odoi Kwao Family -

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Mr. Lokko calls the following witness:

WILLIAM GEORGE JAMIESON sworn -

I am Public Health Engineer, Accra. I produce the plan marked Exhibit "B" which was put in evidence yesterday. Since the adjournment yesterday I have plotted on this Exhibit the boundaries of the land shewn on Exhibit "A" to be the land claimed in this Enquiry by Dr. Easmon. I have edged the boundaries in olive green. As so plotted it encroaches on land claimed by Tibo and on land claimed by Nee Odoi Quao. It does not encroach on the Osu Mantse's land as shewn on the plan. Looking at the conveyance marked "D", the land shewn on the plan attached to the conveyance is not the same shape as the land shewn as claimed by Dr. Easmon on the plan admitted in Exhibit "A". The area shewn in conveyance marked "D" does not agree with the area shewn in Exhibit "B" - I got the dimension in "B" from "A". I can't say where the survey Department got the boundaries shewn in "A". (Mr. Renner Attorney for the claimant Dr. Easmon at this stage agrees that the boundary of the land claimed by Dr. Easmon as demarcated on Survey Department plan G.177 (Exhibit "A") correctly represents the boundaries dimensions and situation of the land conveyed to Dr. Easmon by the conveyance marked "D"). In view of Mr. Renner's admission, the boundaries I have marked in olive green in Exhibit "B" correctly represent the land alleged to have been conveyed to Dr. Easmon in Exhibit "D".

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Cross-examined by Mr. Ribeiro:

Looking at Exhibit "B", the boundaries of Dr. Easmon claim do not infringe the land shewn in this plan as being claim by the Osu Stool, such land being marked red. Dr. Easmon's claim touches on Tibo's claim in south corner only. It quite touches Tibo's land but does not take away any portion of it. Tibo's land as shewn in the plan lies between land claimed by Dr. Easmon and land claimed by the Osu Stool.

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Cross-examined by Mr. Quist -

The whole of Easmon's claim which lies within the area acquired by the Government is also claimed by Odoi Quao. It is shewn in the Survey plan marked "A" as 16.11 acres. I am unable to tell the date of Odoi Quao's claim as it was one of the original claim filed. Looking at Exhibit "B" I see a quarry site at the southern portion of the Government Acquisition. This quarry is nearly a quarter of a mile, from nearest portion of land claimed by Easmon. This land was acquired previously by Government. I am unable to say from whom it was acquired. I personally dealt with that acquisition. I believe it was paid to an old woman by the name of Nee Odoi Quao. I remember Mr. Quist dealt with the previous acquisition. The Osu Stool did not claim in regard to the site. I interviewed no other claimant in that case. Thomas Moir and Galloway claimed in the present acquisition in regard to a piece of land near the quarry, but not in Dr. Easmon's claim. I cannot say if they claimed through the Odoi Quao family.

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Re-examined by Mr. Lokko -

The red lines in Exhibit "A" show the boundaries of the area acquired by the Government. I only value the claims but do not know the dates of the respective claims. (Mr. Ribeiro at this stage admits having sent in a claim on behalf of the Osu Stool originally for the whole area acquired by the Government). Exhibit "B" was originally prepared in the Public Health Engineer's Office in Accra. I did not of the preparation myself. Exhibits "A" and "B" refer to same Government Land Acquisition.

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The land near by the western side of the land claimed

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by the Osu Stool which line also forms the eastern boundary of the land claimed by the Nee Odoi Quao family was placed upon Exhibit "B" about the end of 1930. I put it there on information received from Lands Department. The area shewn in the original plan of this area was wrong. The area is correctly shewn in Exhibit "A". The area of the land claimed by Osu Stool as shewn in Exhibit "A". The area of the land claimed by Osu Stool as shewn in Exhibit "B" is 241.6 acres. This line was put on plan from information received from Survey Department. I can't say if there are any boundary pillars marking out the boundary between the Osu Stool and the Nee Odoi Quao family.

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At this stage on application of Mr. Lokko adjourned to 1st October, 1931.

W.P. Michelin,
Ag. C.J.

1st October
1931

1st October, 1931.

In the Supreme Court of the Gold Coast Colony, Eastern Province, held at Victoriaborg, Accra, on Thursday, the 1st day of October, 1931, before His Honour William Plunkett Michelin, Acting Chief Justice.

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In re Land acquired at Accra for European Residential Area Extension.

Dr. Easmon

v.

Acting Osu Mantse

and

Odoi Kwao Family.

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Mr. Lokko calls the following further witnesses -

TETPEY KOJO sworn a.r.b.

I live at Dome and am a farmer. I know a portion of land called Tesano. It is a portion of Dom lands. That is where I live I was born there. I met my grand-father Ayai there. I also met father there. I succeeded my father. My grand-

father gave me the history of Dom lands, The Accra side boundary of Dom lands is Mr. Lutterodt's land at Kpehe. The original owner of the Lutterodt's land was the Osu Stool. I knew one Afutu Kotey. He also owns land towards the Accra side. It is called Akoandor lands. I don't know with whom he forms boundary. I know land called Kotobabi belonging to the Osu people. I also have boundary with the Osu people at Kpehe. I know land called Legon. My land forms boundary with that land. Legon land belongs to the Onomrokor people. This land has been given to some other people with whom I form boundary. Part of this land called Ablankpo was given to an Osu woman by the name of Kokakoi Buanteng. Another part of it was given to Christopher Nettey. That land forms boundary with the Osu people.

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continued.

Cross-examined by Mr. Ribeiro -

The land given to Christopher Nettey's father was called "Nette". The land was given to Nettey's father and not to his uncle. Christopher Nettey's father is now dead. It was not given to one Nettey Quarshie. I don't know name of Christopher Nettey's father. I have never heard name of Tettey Nettey. In 1890 Christopher Nettey was a grown up man. My grand father Ayai gave the land to Christopher Nettey's father. It was my grandfather who gave it to him. Christopher Nettey is alive and is a captain of the Gbese Quarter. Gbese is a Ga Division. I don't know who gave the land to Lutterodt. I was told by my grandfather that that land formerly belonged to the Osu people. I mean Lutterodt's land. That is the same land known as "Vien Peter". My grand father did not tell me who gave the land to Vien. He told me this land belonged to the Osu people. I knew that Vien was living at Osu before he came to Accra, and that he put his people in the village. I never heard that Vien Peter was given to Vien by the Gas. I knew Owura Okpesisa. He was the same person as the Honourable George Frank Cleland. I never heard that the Peter lands were given to Vien by the Gas, and that Cleland was a witness to conveyance. I have heard of all the people conveying the land to Lutterodt. What my grandfather told me is true. I did not give evidence before Mr. Justice Hall. I know the Atukpais quarter, but I don't know the people. I know Mr. Tettey Yeboa. I know the

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Addies, who live at Kokomlemle. I can't say if that land is Osu land. I can't say if Osu people live at Kokomlemle. Lutterodt's land lies between Kokomlemle and Nettey Quarshie which is towards the bush. Nettey Quarshie's land is Ga land. Kokomlemle is Ga land. I can't say if Lutterodt's land is Ga land. Between Kpehe and Nettey Quarshie, there is land owned by an Osu man called Adjedu which was given to him by my grandfather's brother Agedu. I do not know the land claimed by Dr. Easmon in this case. Agedu's land is Ga land. Between Lutterodt and Kokomlemle I can't say whose land it is. I do not know extent of Lutterodt land.

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Cross-examined by Mr. Quist.

I don't know land claimed in this action. I can't say where it lies. Tesanc is same distant as Police Depot. The land taken by the Depot was acquired from me. Dorm's railway station after Achimota. I know Fanofa. I can't say to whom it belongs. I can't say what people live on this land. Afutu had land at Akoandor. My ancestors give land at Ablenkpe to an Osu woman. Ablenkpe is Ga land. Legon is beyond Achimota, but Kotobabi is not near Achimota. I have heard of Odoi Quao. I have heard that his land lies near Labadi. After you pass Christiansborg. I don't know the situation of that land. I have heard of Odoi Kwao not of his valley. I know the site of the Lunatic Asylum. I can't say whose land it is. I never heard that the site of the Asylum had been obtained from the Ga Manche. I never heard it was acquired from Osu people. I know that the Osu and Ga people had boundaries. I don't know the boundary. I never heard that the boundary was at the Printing Office.

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Not re-examined.

JONAS COLEMAN sworn -

I live at Christiansborg. I am the Acting Mankralo of Christiansborg. I agree that Peter Johnson is our Acting Mantse. I can read and write but I can't see now as my eyes are very weak. I am 62 years of age. I have lived all my life in Christiansborg. I know one Randolph a native of Christiansborg. He came from the Ashanti Blohum

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Quarter. He was a clerk. He lived in Kinkawe Quarter of Christiansborg. I know Augustina Himah Owoo. She is still alive. I don't know the relations between Augustina Himah Owoo and Randolph but I know that Randolph's uncle came from the same house as Augustina Owoo. I knew Joshua Amaja a goldsmith. He was one of the elders of Christiansborg I knew of a conveyance from the Osu Mantse to Dr. Easmon. I first heard about it when this case was before Judge Hall. When we went to see the land we saw some old pillars and one Mensah said that Dr. Easmon had put the pillars there, and some people had broken them down. I was in Court when the case came on for hearing. When conveyance mentioned, we searched for it before we viewed the land. It was found that area was 200 feet by 200 feet. I heard late Osu Mantse say that. I knew a councillor by name of Noi Charman Yaba. He is now dead. I knew Sapei. I knew Osabu. He is also now dead. He was an elder of one of the quarters. I knew Odeboni. He was also an Elder. He is now dead. I knew Chocoo. He was also an Elder. He is dead. I did not know Akoi Joe: I knew one Mensah. The document found was never read over to me. The document found was not read to me. None of the people whose names have been read all I can't say if came to tell Augustina Owoo. C.H. Randolph is dead. He died I can't say how long ago he died.

30 Cross-examined by Mr. Ribeiro.

Mensah said that the members of the Odi Quao family had broken some pillars down. I only saw one pillar. I saw the site of that pillar. The pillar I saw was one Odoi Quao's land. The pillar I saw was not on the land claimed by the Osu Stool. Odoi Quao land does not form part of Osu Stool land. Odoi Quao land has never at any time been Osu Stool land. It was originally Ga land. The 200 by 200 feet was given to Dr. Easmon for gardening. I knew Dr. Easmon well. He came to be Principal Medical Officer of the Gold Coast Colony. I used to be in the Public Works Department, and he was then a Doctor here. I used to live near to him. I have never seen Dr. Easmon go on the land now claimed in this case. I know the land. I have been on it since the institution of this case. In 1890 Dr. Easmon was a Government Doctor.

Exhibits

"22"

Proceedings in European Residential Area Acquisition.

15th September 1931 to 19th December 1931.

1st October 1931 - continued.

(sic)

(sic)

ExhibitsCross-examined by Mr. Quist -

"22"

Proceedings
in European
Residential
Area Acqui-
sition.

15th September
1931 to 19th
December 1931.

1st October
1931 -
continued.

In 1890 I was in the Public Works Department. Mr. Matthew Jones was the Director. In Christiansborg there are 4 quarters (1) Kinkawe, (2) Ashanti, (3) Alata, (4) Anahor. In Christiansborg, there are stool lands, family lands, lands belonging to and individual lands. I as Mankralo know the custom of Osu. To transfer Stool land, it is necessary that the Mantse, the Mankralo, and the Klotey Priest and the Elders should join in the conveyance. A representative of each quarter would have to join in signing the conveyance. To transfer land belonging to a quarter, the Mankralo and his elders would have to sign. The Mankralo is head of the Ashanti Blohum Quarter. The land which has been acquired from the Osu Stool in present case is stool land, and does not only belong to a particular quarter. The Mantse and his elders of Kinkawe cannot alone transfer the land if they did, it would be wrong. Such a transfer would be absolutely bad. According to native custom a chief cannot give away family property without the consent of that family. Noi Charmanyahé belonged to the Kinkawe quarter. Sapei also was Kinkawe quarter. Osabu also Kinkawe. Odebu also Kinkawe. Chokoo also Kinkawe. Akoi Joe, I did not know. Mensah I do not know. In 1890 the Mankralo of Christiansborg was Yerbua Kwamin. The Klote Priest was Noi Wulomo. Noi Charmanyahé was not a priest. Noi Charmanyahé was connected in anyway with Odoi Quao family Sapei came from Kinkawe Quarter. Osabu came from Mowuley quarter, Odartei came from Kinkawe family, Chocoo came from Trom. In 1890 I knew the Odoi Kwao family. Ne Ate Kwadjo was the head of that family. In the former acquisition I went on inspection. I went on 3 occasions. I know the Korle site next to the European Hospital. It was acquired from Odoi Kwao family. As Makralo I know that site was never claimed by the Osu Stool. I know that that site was acquired from the Ga people.

Re-examined by Mr. Lokko -

I became Acting Mankralo about 3 years ago. The asylum site was acquired about the year 1895 or 1896. I was then in Government Service. I think it was acquired from an individual Ga person. There were claimants. All the Manchemei including myself went to define the boundaries, but I have forgotten

10 who were the actual claimants. I can't say who got the compensation. When I said the quarry was acquired from Odoi Quao family, I was not a party but I got my information because the Osu Mantse went to see whether the land was a part of his land or not. This was about 5 years ago. I did not go myself to visit the quarry, but I deputed some one to go to the spot. The Osu Mantse gave me the information about the acquisition. If the Osu Mantse had not put in a claim I would not know anything about it. The custom of giving away stool lands started before I was born. I know that the Mankralo used to sign as far back as 40 years ago in conveying stool lands. When the European Hospital was acquired there was a dispute about it in which judgment went against us. They claimed land as their private property. The Mankralo did not join in that case. The Mankralo referred the matter to Secretary for Native Affairs for investigation. The Secretary for Native Affairs enquired into the matter. The land now being acquired adjoins that land. Ako Nortei became Mankralo of Christiansborg in 1917. It is not only from his time that he was joined in sales. When the Scottish Mission property was acquired in 1872 I have heard that Mankralo was a party. The Mankralo did not join in selling a string of land to one Ferguson in the year 1918. That was private property of the Mantse and not Stool property. I know the land now owned by P. and B. The Mankralo did not join in that sale. It was never sold by the stool at all, there was a case about it. I did not ascertain what land it was when I heard that the Manche had given 200 feet square to Dr. Easmon.

Case for Claimant closed.

40 At this stage Mr. Ribeiro submits that the claimant has made out no case as against the Acting Osu Mantse claimant in the acquisition. Plan 7177 Exhibit "B" shews land they are claiming does not fall within the land claimed by the Osu Mantse in this acquisition. Whatever evidence to pillars no evidence that these pillars in area within which after the trial before Mr. Justice Hall, compensation awarded to Osu Stool in the trial. That being so, present claim by Dr. Easmon, is not prove against Osu Stool. No compensation proved as agreed upon between Government and Dr. Easmon by his Attorney or otherwise whereby the Court can give any judgment.

Exhibits

"22"

Proceedings in European Residential Area Acquisition.

15th September 1931 to 19th December 1931.

1st October 1931 - continued.

Exhibits

"22"

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sition.

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1931 -
continued.

Mr. Lokko replies: Submits according to Exhibit "A" Osu Stool claims whole area in the Government Notice whatever the division in Exhibit "B" that is immaterial. It cannot be said that because Osu Stool has relinquished its claim to land in favour of Odoi Quao family therefore a grant by them is to be of no value. Dr. Easmon is not claiming as an original owner of land, but claims from Osu people who granted it for him. Refers to description of land in Deed. Osu Mantse who granted land was not an illiterate. He must therefore have understood language used in deed. If document impeached, the Osu Stool must adduce evidence to set it aside, upon that alone, they must be bound to move. As to whether or not this is a compensation between the parties matter in issue now is question of title, not compensation. If Odoi Kwao family get land in neighbourhood Mantse Dowuona in granting this land to Dr. Easmon would recite as Mantse, Odoi Kwao family are one of the owners. Incorrect therefore in definition show that Odoi Kwao family in fact owned that land at that time. Also incumbent on them to show that in fact Osu Stool never owned land in this neighbourhood at all. Admitted by defence that land on which European Hospital stands belonged to Osu people and we have also tried to prove that Osu people owned land which extended to Kotobabi. (sic) 10

The Court holds that as the present claimants claim is based entirely upon an alleged conveyance from that Osu Stool, it cannot at this stage stop the case as against the Osu Stool. 30

Mr. Quist submits that no case has been made as against the Odoi Kwao family in view of fact that claimant bases his case on Exhibit "D" which is alleged to be executed in his favour. Exhibit "B" shows clearly what the Osu Mantse claim to be his land and in claimant's case, that is distinct evidence, that portion claimed by him has never been attached to Osu Stool, but has always been property of Odoi Kwao Family. Further no proof that any member of Odoi Kwao Family was a party to grant. Submit, if claimant bases his title to Exhibit "D", he must prove we were parties to the deed before we can be bound, as we say land not stool land. 40

Mr. Lokko replies submits at this stage, claimant should not be nonsuited, as he has led some evidence

in proof of fact that land even further westward belonged to the Osu Stool.

Exhibits

"22"

The Court holds that at this stage it is not prepared to nonsuit the claimant in regard to either of the opposers.

Proceedings in European Residential Area Acquisition.

Calls for a defence.

Mr. Ribeiro tenders judgment of Mr. Justice Hall in present land Acquisition.

15th September 1931 to 19th December 1931.

Mr. Quist and Mr. Lokko do not object.

10 By consent admitted as Exhibit "F" -

1st October 1931 - continued.

Mr. Ribeiro calls the following witnesses:-

JONAS COLEMAN sworn -

20 I have already given evidence on behalf of claimant. I am Acting Mankralo of Christiansborg. I was not re-examined by Mr. Lokko as to a sale by the Osu Mantse to P. & B. There was litigation about this land, because some of the Elders went behind the towns people and dashed the land to one Hesse and Hesse sold to P. & B. Eventually the stool gave P. & B. a proper conveyance confirming Hesse's sale. P. & B. have original of that deed.

Not cross-examined by Mr. Lokko -

ALLOTEY QUAO sworn -

30 I am a Linguist of the Chief of Christiansborg. I am his Chief Linguist. I know about the Acquisition for the European Residential Area. I was Linguist to Chief Nortey Dowuonah, the late Mantse, who died early this year. I know that he claimed in that acquisition. Several other persons also claimed. The case went into Court. It was heard before Mr. Justice Hall. At that trial, I represented the Osu Mantse as the Linguist of Osu. During the trial there was an inspection by the Court of the whole area acquired. I was present at the inspection. I represented the Osu Mantse at the inspection. I pointed out all the land claimed by the Osu Mantse. I pointed out farms belonging to Osu people. After the trial the Court delivered a judgment which has been admitted in evidence today

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"22"

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sition.

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continued.

as Exhibit "F" - In that judgment, the compensation is set out to be given to the Osu Stool. At the inspection I saw no pillars on any land claimed by the Osu Stool. The Mantse is dead and I am still chief Linguist. Peter Johnson is now the Acting Mantse. Since the judgment and death of Mantse, new claims have since been made. Dr. Easmon has sent in a claim. Since this claim has been sent in, I went with the Government Surveyor to view the land. The Osu land was pointed out by me. The land claimed by Dr. Easmon was pointed out. It did not form a part of the land which we are now claiming. Our claim is on the east side, and Easmon's is on the western side. It did not take any part of our land at all. We are not receiving any compensation in respect of the land now claimed by Dr. Easmon. The stool of Osu is not in league with Odoi Kwao one of the claimants in this case. Odoi Kwao is a subject of the Osu Stool. He was originally an Akwamu man, but he settled in Osu many years ago. He did not buy any land from the Osu Stool, nor did the Osu Stool give him any land. He got his land from the Ga people. The Osu Stool claimed by themselves, and Odoi Kwao claimed by himself, I know Lutterodt Petie or Vein Pebe. That land does not belong to the Osu Stool. The Osu lands form boundary with that land. Lutterodt Pebe was near Osu land. The land Dr. Easmon is now claiming in this case is situate on Odoi Quao's land. I know that same land 40 years ago. At that time the land belonged to Odoi Kwao, and was not stool property. The Osu Stool lands form a boundary with Odoi Kwao's land on the western side. I do not believe that the land now claimed by Dr. Easmon as shewn on the plan Exhibit "B" was given to Dr. Easmon by the Osu Stool. I never heard of such a gift until Dr. Easmon's son saw the late Mantse of Christiansborg, about 5 or 6 years ago and told him that he heard his father had been given land by his predecessor Alema Dowuona. Dr. Easmon's son had a conveyance in his hand, and it was read over and interpreted to the Mantse. The Mantse said to him I have found a document in which 200 feet square was given to Dr. Easmon by Mantse Alema Dowuona. The Mantse did not point out the situation of that land, as he said he did not know it. I do not know it either.

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At this stage 1 p.m. action adjourned to 10 a.m. on 2nd instant.

Court adjourned to 8.30 a.m. on 2nd instant.

W.P.M.

2nd October, 1931.

Exhibits

In the Supreme Court of the Gold Coast Colony, Eastern Province held at Victoriaborg, Accra, on Friday, the 2nd of October, 1931, before His Honour William Plunkett Michelin, Acting Chief Justice.

"22"

Proceedings
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sition.

In re land acquired at Accra for European
Residential Area

Dr. Easmon

15th September
1931 to 19th
December 1931.

v.

10 Acting Osu Mantse

and

2nd October
1931

Odoi Kwao

Mr. Lokko for claimant.

Mr. Ribeiro for Osu Mantse.

Mr. Quist for Odoi Kwao Family.

20 I can't read and write and was told about the contents of the paper. Dr. Easmon the present claimant saw this document and read it. It was then read over and interpreted to us. It was at that interview I got to hear that 200 by 200 feet had been given to Dr. Easmon. We were told this land was at Acangai. Osu Stool has no land at Acangai. Coleman was not present when this paper was read. I told Mr. Coleman about this paper and he came with the other people and interviewed the Mantse about it. I was present at the interview. The document was given to Mr. Coleman to read. He began to read and got annoyed and did not finish it. He said Mantse had no right to give away
30 stool land; Acangai land belongs to Odoi Kwao. Conveyance to Dr. Easmon's present claim apart from that 200 by 200 feet I have never heard of Osu Stool convey land at all to Dr. Easmon. If Osu Stool gave land, they would show the boundaries of such land and the locality where situate. As far as I know the Osu Stool has given no land to Dr. Easmon. If they had given land they would have described the situation of such land. Besides the
40 copy deed in respect of 200 by 200 part of land, have found no other paper relating to a sale of land

Exhibits

"22"

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sition.

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to Dr. Easmon. I do not know the meaning of an "acre" - When we sell land we sell by the "foot", and we show the people with whom we form boundary, when the acquisition of this land was made, I went with the Government Surveyor on the land. I was present when the boundaries of Easmon's claim were pointed out. Mr. Renner represented Easmon but he could not point out Easmon's land. Odoi Kwao pointed out the pillars and from the situation of their pillars the land was plotted. I would not have known the land unless the pillars had been there. We took our own Surveyor with us. He is the man who made the original plan. I took him with us. He was there at same time, as Mr. Renner and with the Government Surveyor. As linguist I know that any sale of Stool land Mantse informs Mankralo and heads of different quarters and if these people agree land can be sold by Mantse. Same thing applies in case of acquisition by Government. In giving documents Mantse alone cannot sign, he and the Mankralo and the elders of the different quarters have to sign. If Mantse had his own property then it would not be necessary for other quarter to sign, and he having a right will sign with other members of family. I never heard that Dowuona had land of his own. In document Exhibit "D" Noi Chamanyeaba was an Elder in the town. Supi was also an Onukpa. Osabu, was an Elder. Akoi Jack was not an Elder. Third, I don't know his name. None of the people was a chief. They occupied no stool. They had no power to sell any land to anyone.

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By Mr. Quist -

Originally the Osu Stool lands had a boundary with the Ga Stool lands. This boundary commenced from the beach opposite the Printing Office and extended up to Kotobabi. Some distance from the European Hospital. It goes up Ologobi, and to Djaikubi I gave evidence at the hearing before Mr. Justice Hall, and I then gave the boundaries. This boundary I have given does not include the land now claimed by Dr. Easmon. The Odoi Kwao family came from Akwamu originally. Their ancestors first stayed at Ussner Town.. When Mantse Alema came on the stool, I was grown up. I was already married and had a child. The Odoi Quao family were then residing at Christiansborg long before. They were then under the Osu Stool. At this time the Odoi

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Quao family had land on which they built a village. That land which they bought from the Gas. I can't say how they first got their land. The land at the back of the Asylum and the Hospital is called Odoi Quao valley. That is the name generally known to every body. The Odoi Quao people had a village on this property. You can see the ruins now. These ruins are not on Osu Stool land. I knew that village when it was in existence. I knew Odoi Quao's successor Oto Kwadjo, but did not know Odoi Kwao himself. I have heard the names of the signatures to Exhibit "D" - I don't believe any of these people belonged to the Odoi Kwao family. I know that people have family lands as well as Stool lands. The Mantse can't give away family lands without the consent of the particular family. I went on the various inspections. I saw a lot of mango trees and plantations on land claimed by Odoi Kwao people. I saw hausa people also fowls cuts lands as theirs. They said how they got on land. They said they got the land from one Mensah and they said they had placed stones on the land. I saw the quarry site, That site was not acquired by Government from Osu Stool but from Odoi Kwao family. Osu Stool did not claim this land as Osu Stool land.

Exhibits

"22"

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sition.

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continued.

Cross-examined by Mr. Lokko -

When the quarry was acquired the Odoi Kwao family did not give the Osu Mantse drinks in lieu of the property. I did not see such drinks given. It would be false if any one were to say I was present and saw drinks given. I have been on the land and indicated our boundaries. We have two demarcating boundaries and also ant hills. The boundary line between Osu Stool land and Odoi Kwao land is not a straight line. The western boundary of Odoi Kwao land is not a straight line. I went round in a circular path. I knew Odoi Kwao slightly. When I first knew him he was an old man. When the Odoi Quao people came, they told the Mantse that they had got land from the Gas, I was not then born. The tradition was told me afterwards by Mantse Narku predecessor of Alema - After Narku came Narh, and after Narh, Alema - Narh was Mantse for about 4 years. Alema was on the stool a longer time than Narh. Alema was a cholar. When Narku told me that tradition I was a small boy of about 15 or 16 years. Odoi Quao's ancestor was an Akwamu man who came to Accra and married an Osu woman. That is

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why they came and stayed at Osu. It was Mantse Narku who told me that they settled at Ussher Town before going to Christiansborg. I was in Court when this acquisition first commenced and I heard the evidence of the Labadi people. I heard it said by the Labadi people that Odoi Kwao was a Labadi man, but that was not true. The words Odoi Quao are Akwamu words. The Labadi people are not all from Akwamu. The Osu Stool has never claimed land as far as Tumoteh as far as I am aware. We form boundary with Dome land. Osu is on right and Dome on left. I have not heard that the Osu Stool claimed land as far as the Victoria Reservoir. From there I grew up. The custom was that Mankralo should join the Mantse in granting conveyance. I have nothing to substantiate such a statement I have no document in my custody. The Mantse had no right to sell any land. Representative of each quarter should join in conveyance. When land is far distant from a quarter it is stool land. From time immemorial we have measured land by feet. I remember when the Osu Stool sold the Hausa Reserve to the Government. I was present. The measurements were made by a European Surveyor in feet. The Mantse's papers are kept by himself. I did not tell Coleman I had seen Exhibit "B". It was the other paper I told him I saw. I never saw Exhibit "D" before this present case commenced. Yesterday I said Dr. Easmon came to see the Osu Mantse. Easmon never brought any document with him. I told Coleman I had seen a paper in Easmon's hand. The Mantse's cousin read the paper out. Myself Easmon and another man were present. When Dr. Easmon read the paper shewn to him by the Mantse, we found out that his father had no land at Acagai. It is usual for the stool to keep copies of conveyance. Sometimes we keep them we sometimes not. I can't give the name of any other copy document which we have kept. Yesterday I said that the Osu lands formed boundary with Vien Kpehe lands. Vien Kpehe is on left and Osu land on the right. Odoi Kwao lands do not extend as far as Kpehe lands. You cross Odoi Quao lands in going from Christiansborg to Kpehe. I can't say what tribe of the Gas granted the land to Odoi Kwao. When I spoke about measurement I meant the measurement I now see in Court. He pointed out all the pillars. He said the land belonged to them. Mensah told us that the pillars put up by Dr. Easmon had been broken down. He showed me those pillars. I said if it had not been for

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these pillars I would not have known the land - I said Akange lands belong to the Odoi Quao family. I am illiterate Alema was literate. He knew Osu lands before he died. He knew the boundaries of his lands. If he made a grant of his lands, he had no right to make such grant if they belonged to the Odoi Quao family. I as linguist knew the stool lands better than the Mantse. Noi Chamanyeaba was an Elder of the stool of Christiansborg. I don't know to which family he belonged. I knew Christian Randolph. I don't think that he was a relative of Ahima Owoo. They lived in one house. I knew Joshua Amafia. He was an elder of the Kinkawe quarter. The present claimant came to Christiansborg 5 years ago and saw the Manche in connection with a certain document. We did not try to find the land mentioned in the document, but we could not find the land. The land was situate at Akange land.

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"22"

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20 Re-examined by Mr. Ribeiro -

The paper read was the paper referring to 200 by 200 feet. This is the paper which I now produce is the paper. I can identify it. (Paper.) I handed it to my Solicitor. (Paper marked "1" for identification). The boundaries I gave are natural boundaries. The mangoe trees were planted by people many years ago, but the ant-hills are natural features. Mangoe trees did not form boundaries. The boundaries were not placed by us. I know where Tumote is. It is behind Fischers buildings and extend to the sea. The land where Tumote stands belongs to Ga people. The Electric Power Station is near Victoria Reservoir. It is Ga land. The Ga boundary does not go near there. I know Dorm Station Ologobi is near Achimota. It is in the right of Achimota. Our boundary does not go as far as Dorm Station. The distance is as far as from here to Labadi Police Station. Our boundary is to the right of Dorm Station. If lands were stool lands they would have been described as stool lands. You can get to Kpehe without going through Odoi Kwao land. There used to be a road from Osu direct to Kpehe but it is now out of use.

FRANK HERMAN SIMPSON sworn -

I live in Accra. I am a licensed surveyor of

Exhibits

"22"

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sition.

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continued.

lands. I am an Osu man. I know something about present Land Acquisition case. I was employed by the Osu people to prepare a plan for the purpose of preparing their claim. The Mantse Dowuonah III who is now dead engaged me. Before I made the plan I went on the land. Since that plan was prepared, I have heard of the claim of Dr. Easmon. I know that land. It was pointed to me by Odoi Kwao people in presence of other people. The Government Surveyor was there. Mr. Renner was there. We went there for the purpose of plotting Dr. Easmon's land. Mr. Renner did not point out any land at all because he did not know the boundaries of Dr. Easmon's land. The land plotted on Exhibit "B" shaded olive green is the land shewn by Odoi Quao people as containing the boundary pillars. The land shaded olive green does not form a portion of the land claimed by the Osus as shewn on Exhibit "B" -

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By Mr. Quist -

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At first the Osu Stool claimed the whole area shewn on Exhibit "B", but afterwards the Osu Stool asked me to change the claim by dividing the area. They gave me no definite reason. I made the first plan before the claim sent in by Solicitor. About 2 months afterwards I made second plan. I did not then know about Easmon's claim. The two plans were made by me in 1929. I went to the land about Easmon's claim in 1931. At time when I made two plans, I had not heard anything about Easmon's claim. The Odoi Kwao people said the land shaded olive green was their land. They said the pillars were wrongly placed there by Dr. Easmon and at that time they instructed their Solicitor Mr. Edmund Bannerman to warn Dr. Easmon to quit. Mr. Renner was present and heard this. They said nothing about broken pillars. I did not hear them say how the pillars got broken.

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Cross-examined by Mr. Lokko -

The Osu Stool asked me to prepare a plan which covered whole area in Exhibits "A" and "B". They did not give me any reason for altering their plan by claiming a smaller area. I originally prepared for them a plan according to "A" with exception of Easmon's claim. They never told me they had made a mistake. They simply instructed me to change

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claim. Osu Stool was represented when I went on land to see Easmon's claim. The Osu Stool did not put up any plot 200 by 200 feet square. The Odoi Kwao people pointed out some land to me as being the site of 200 feet by 200 feet about 180 feet south east of the land shaded olive green. It was inside Odoi Kwao's claim. They also pointed out the area shaded olive green. I saw the site of the boundary pillar. There were six such pillars.

10 Re-examined by Mr. Ribeiro -

Beyond pillars the Odoi Kwao people pointed out the site of an old village to me. Osu people pointed out nothing to me.

At this stage 1.15 p.m. adjourned to 19th instant at 8.30 a.m. Court to inspect "locus in quo" this afternoon at 4 p.m.

W.P.M.

Note -

20 The "locus in quo" was inspected by the Court in the presence of the parties or their representatives, and of Mr. Jamieson, Public Health Engineer, in the afternoon of 2nd October, 1931, and on the 19th October, 1931, the hearing of this claim was further adjourned to 26th October, 1931.

W.P.M.

26th October, 1931.

30 In the Supreme Court of the Gold Coast Colony, Eastern Province, held at Victoriaborg, Accra, on Monday the 26th day of October, 1931, before His Honour Mr. Justice William Plunkett Michelin.

In the Matter of Land acquired at Accra for European Residential Area Extension

Claim of Dr. C.M. Easmon.

Dr. Easmon

v.

Acting Osu Mantse
and
Odoi Kwao

Exhibits

"22"

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in European
Residential
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sition.

15th September
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1931 -
continued.

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Exhibits

Resumed from folio 454.

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sition.

Mr. Ribeiro at this stage tenders a certified copy of deed dated 31.10.21 between Dowuona III of one part and Pickering & Berthoud Limited of other part registered in Accra Deeds Registry on 9.11.21. Notice has been given as required by Lands Registry Ordinance Section 76.

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Mr. Lokko has no objection.

(By consent admitted as Exhibit "F").

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continued.

Mr. Ribeiro now tenders copy of Colonial Office List for 1869 at page 344 as to presents to officials. 10

Mr. Lokko raises no objection.

(By consent admitted as Exhibit "G").

Case for Osu Mantse closed -

Mr. Quist calls the following witnesses -

ODOCHOE sworn a.r.b.

I live at Christiansborg. I am a corn-grinder. I know the Odoi Quao family of Christiansborg. I am connected with that family. I am a member of the family. I am a daughter of the late Odoi Quao. 20
The present head of the family is one Ahima Owoo. She is a very old woman. I know something of the family history. Odoi Quao's ancestor came from Akwamu - Odoi Amba came from Akwamu came to Accra before the Katamanso war (1826). I am 70 years of age. When he first came from Akwamu, he settled at Abola Quarter in Ussher Town. He settled at a place called Abola Kpatashie. That is the Ga Mantse's Quarters. He married there a Ga woman called Fofu. They had issue by the name of Odotei Shishiabo. Shishiabo had a child called Odoi Quao. 30
He was my father. Shishiabo had a child called Odoi Quao by one Adjua Boutwe. She came from Akwamu. This Shishiabo used to live in Accra, in the Abola quarter. He was a trader and later went to live at Christiansborg. I know the land the subject matter of the present investigation. I know the land claimed by Dr. Easmon with the 6 stone pillars round it. The land belonged originally to Shishiabo, and left it to Odoi Quao. Shishiabo had no more 40

land than this land. It was Dr. Easmon who put the pillars there. When Dr. Easmon put the pillars there no one was present. My grandfather had a village on the land. It was built by Shishiabo. The name of the village was not within the area enclosed by the 6 pillars. I can't say if Dr. Easmon took all the Odoi Kwao land. Shishiabo got the land from the Mantse of Abola, the Mantse of Gbese, the Korle Priest. He gave one sheep, one cow 32/- worth of cowries, and one case of gin. He had boundary with Lomo Ansa on West he had boundary with Afuto Kotey and Lomo Ansa. He formed boundary with Osu Stool on the East. On north he had boundary with Korle people on south he formed boundary with Government. When Shishiabo had his land, Government had no land there but since then there has been Government land there. When Shishiabo died, my father visited me. I was born in that village. My father remained there until time of his death. A man called Oto Kwadjo Otow Kwadjoe's child was called Quame Amponsah. Mr. Adams called him. We gave Adams land there. Site of ruins can be seen. The village came to ruins some-time ago. When Oto Kwadjo left the place came to ruins. Some people joined them, one was called Kofi, another Cephas and Quarcoo. They all came from one village. I knew Mantse Alema. The Mantse first came there, I was long in existence when Mantse Alema came on the stool. At the time of Oto Kwadjo's death Mr. Zimmerman was living there. I remember when Mantse Alema went on the Stool. I know a person by name of Mantse Alema. He was a member of my family. Noi Chamanyeaba was not a member of our family, Sapei was not a member of our family. Sapei is not now alive. Noi Chamanyeaba is not alive. He is dead. I know one Sapei, he is dead. He was not of my family. I did not know one Mensah. To my knowledge my family never gave any present to Dr. Easmon. He is called Mensah. My family gave land to Adams 40 years ago. Going from land on right side of European - it is near the street. I know a quarry land side of European Hospital. That land belonged to us, prior to the acquisition by the Government. It was in 1926. The Osu Stool did not make any claim to that land. No one else made claim to that land. There are farms on Odoi Quao's land I know the land surrounded by the six pillars. There is more land belonging to Odoi Quao besides the land surrounded by these 6 pillars. I know C.H. Randolph. He belonged to the Odoi Quao

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continued.

family. He occupied no position in the family. The Odoi Quao family never authorised him to give land to Dr. Easmon. I did not know Dr. Easmon. I remember the Glover War (1874). At that time I was grown up.

Cross-examined by Mr. Ribeiro -

I can't say if Randolph worked with Dr. Easmon. I remember when Randolph left Accra, and went over the seas. When Randolph returned from over the seas he brought back a child with him and also the mother of the child. I don't know where she came from.

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Cross-examined by Mr. Lokko:

Randolph's child he brought back with him was called Maria. I got to know Maria's mother. I have forgotten her name. She is now dead. I can't say when she died. Shishiabo had five children, one called Nokor, one Norley, one Norkai, one Seikua, and one Odoi Quao. Odoi Quao had nine children by my mother but I don't know how many other children by other woman. By my mother they are as follows, Odoley, Odorkor, Odokai, Odochoe, Okpoti, Anyetei, Ako, the other two died before I was born. One was called Botchey. Anima was only my half sister. Akuffo's mother was called Aku. She was a niece of Odoi Quao-Ahima the present claimant is a grand daughter of Odoi Quao. She is a daughter of Owoo of Accra. She is older than I am. I am a child of Odoi Quao. There are only two children of Odoi Quao remaining. The other one is called Botchway. Ahima is older than I am although she is a grand daughter of Odoi Quao's eldest sister. She was appointed as head of the family. Botchway is alive. Botchway my sister was not Randolph's mother. His mother was another Botchway, but she is dead. Randolph's mother Botchway was a niece of Odoi Quao. That Botchway's mother was one Norkor, Norkor was a sister of Odoi Kwao. Randolph was not the only child of Botchway. There was another child called Martha. She is also dead. Norkor had no interest in the Odoi Kwao family property. If there was a sale of the family property, Ahima would be the proper person to sell. There are descendants of Norkor who are interested in the property. We sold the quarry to the Government for £500. We have divided up this money. We

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gave the descendants of Norkor their proportion. I can't say how much they got. I know that in life of Martha Randolph a plan was made of the Odoi Quao family property. Mensah has to this plan. Mensah is interested in the Odoi Quao family. He is a grand son of Sarkua sister of Odoi Quao. In time of Martha Randolph, Mensah was given a power of Attorney to look after Odoi Quao lands. Mensah and Appiah were to look after the property jointly. I did not sign this paper. Land was given to Shishiabo by the Ga Mantse. At that time the paramount chief was Yaotei of Abola. I can't say if he was the Ga Mantse as well. I can't say why the land is not called Shishiabo land. I know about the gift of this land to Shishiabo, from Abola. My father told me. The original owners of the Southern part were Korle People. Land to North, Korle people, to south, Korle people. I did not know that Osu Mantse Alema had conveyed land belonging to us to Dr. Easmon, as being the property of the Osu Stool. I remember when the pillars were put up. I know they were being erected by Dr. Easmon. Osu people took steps to stop the putting up of the pillars. It was at this time when Oto Kwadjo was looking after the land that pillars were being put up on this land. The matter was referred to Ahima. It was when we went to pull down the pillars we were warned that Dr. Easmon had put them up. At that time Dr. Easmon was living in Accra. Mr. Bannerman was asked not come back on the land. I know that myself. I went with Anima to the Lawyer Mr. Edmund Bannerman. This was 41 years ago. I did not hear that the Osu Mantse had sold the land to Dr. Easmon. Oto Kojo died before Alema came on the Stool. The pillars except one were all pulled down. We gave some land to Adams. It was given to him as a dash, but he paid £16 for it. I did not go myself when it was sold. I can't say why it was given to Adams.

40 Not re-examined by Mr. Quist -

At this stage adjourned to 10.30 a.m. on the 27th instant.

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In the Supreme Court of the Gold Coast, Eastern
Province, held at Victoriaborg, Accra, on Tuesday,
the 27th day of October, 1931, before His Honour
Mr. Justice William Plunkett Michelin.

In the Matter of land acquired at Accra
for European Residential Area Extension

15th September
1931 to 19th
December 1931.

Dr. Easmon

v.

Acting Osu Mante and
Odoi Kwao.

10

27th October
1931.

Resumed -

Odoichoe recalled on application of Mr. Lokko, by
leave of Court and further cross-examined - When
Odoi Quao died Oto Kwadjo succeeded him. Oto
Kwadjo was half brother of my father Odoi Quao.
When Oto Kwadjo was on the land, Ahima Owoo was not
in charge. It is since his death that Ahima has
been appointed. Ahima went and consulted Edmund
Bannerman when the pillars were being erected by
Dr. Easmon upon a report made by Oto Kwadjo. Ahima
went with Oto Kwadjo to Mr. Bannerman. He was then
a legal practitioner in this Court.

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Re-examined by Mr. Quist -

Four of us went including Oto Kwadjo's son
Amponsah.

JOHANNES MENSAH AMARTEY sworn -

I live at Christiansborg. I am a carpenter.
I know the Odoi Quao family. I am a member of that
family. The present head is Augustina Ahima Owoo.
She came to be the head of the family by reason of
fact that she is grand daughter of Odoi Quao's
sister. There is no member of Odoi Quao family as
old as Ahima at present. She is the oldest member
of the family. I know the land the subject matter
of this Enquiry. It is the property of the Odoi
Quao family. It was inherited by Odoi Quao from
his father Shishiabo. Shishiabo got the land from
the Ga Mantse Yaotey six years before the Cape
Coast war, i.e. 1818. My uncle Amartey and also my

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uncle Akuffo told me this. Shishiabo was an Akwamu man, but his mother came from Abola quarter. Shishiabo's mother was called Fofu. His father who begat him came from Akwamu. His name was Odoi Abaa. Odoi Abaa married Fofu an Accra woman and begat Odoi Kwao. I was told the boundaries of the land given. The boundaries were on the south by Korle land, on the north by Afutu Kotey, on the East by Osu Stool and on the west by Lomo Ansaah and Afutu Kotey an the south the boundary was originally with Korle people, but now they have disposed of most of the land. Our present southern boundary is on the European Hospital on the Asylum Mr. Renner's land, Anglo Guinea and Mr. Buckle's land. We do not extend as far as the Achimota Road. Lomo Ansaah's land goes up to the Nsawam Road. On the north by Korle people. When I said Afutu Kotey I made a mistake as Afutu Kotey is on the West. On the East by Osu Stool. The present boundary with Osu Stool is the same now as it was in Shishiabo's time. We have given up a portion to Osu Stool. Shishiabo paid something for this land. He paid 32/- in cowries for the land. Shishiabo kept a village on this land. The village itself is on land of Dr. Easmon. There is a stone building away from it by 60 to 70 feet. He was succeeded by his son Odoi Quao. I am 52 years of age. The ruins of the stone building are there. When Odoi Quao died his cousin Oto Kwadjo took possession. I knew Oto Kwadjo myself. He lived in that village. I knew Quarcoo Amponsah. He is related to Oto Kwadjo. He was his son. I knew Mantse Alema. I remember when he was on the Stool. I was about 19 years old when he was on the Stool. At time when Mantse Alema on the Stool Oto Kwadjo had charge of this land. I went on inspection with the Court, when Mr. Renner went to locate Dr. Easmon's land. I went on land with him. It was I who pointed out the pillars. Representatives of the Osu Stool were present. Mr. Renner was present. Mr. Renner told the Surveyor he did not know the situation of the land. None of the representatives of the Osu Mantse knew the situation of Dr. Easmon's land. Mr. Renner showed somewhere near the water reservoir, as being the land. I got to know Easmon's land through Kwadjo who reported that the pillars were being put up. Oto Kwadjo reported to Ahima Owoo, Odorkor and Akufo and Amartey. These people were the elders of our house at the time. I myself was present at the time. Ahima Owoo who was literate

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went to see the chief of the Government at that time - one Matthew Jones, and complained to him that she had heard pillars were being erected on her land. Matthew Jones said Government was not erecting these pillars. She then found out that it was Dr. Easmon who was erecting these pillars. Oto Kwadjo came to pull down the pillars and were told they were being put up by Easmon. I went with these people to Matthew Jones, who was then Director of Public Works. Oto Kwadjo afterwards found out it was Dr. Easmon. We went to Old Bannerman at Christiansborg. She gave £1. 1/- to Bannerman to write Dr. Easmon not to go on land any more. He told us he had written the letter afterwards. That land does not belong to the Osu Stool. I can't say if this land ever belonged to Osu Stool but I have never yet been told that it did. I have never heard that Odoi Kwao ever sold a piece of this land to the Osu Stool. Oto Kwadjo lived on the land until the time of his death. I can't say when he died. It was about six years after the erection of the pillars by Dr. Easmon.

At this stage 1 p.m. adjourned to 8.30 a.m. on the 28th instant.

W.P.M.

28th October
1931.

28th October, 1931.

In the Supreme Court of the Gold Coast Colony, Eastern Province, held at Victoriaborg, Accra, on Wednesday, the 28th day of October, 1931, before His Honour Mr. Justice William Plunkett Michelin.

In the Matter of the Public Lands Ordinance

Dr. Easmon

v.

Acting Osu Mantse
and
Odoi Kwao.

Resumed -

Johannes Mensah Amartey -
Examination continued -

After Oto Kwadjo's death he was succeeded by 40

one Quaye, father of Ofoli, Quaye looked after the land and farmed on it until his death. I look after the land now. I have been looking after the land since 1911. The members of the Odoi Quao family have never at any time abandoned that land. A lot of people farm on this land. Hausas, and Gas. These people ask for leave and we give them permission to farm on the land. The names of some of these people are Kalilo, who lives on the land, Biga, Kleketo Basabi, Mama Giwa, Sani, Awudu Koto-koli, Ala Hamdu, Mama Gao, Ali Gao, Anahuis Wangara, and others. All that I have mentioned are Hausa people. There are also some Gas but they are not on the land now in dispute in present case. All the Hausamen I have mentioned are on the land claimed by Dr. Easmon. They pay me tolls. They pay no tolls to Dr. Easmon. These people pay 4/- a year each. Some of these Hausa men gave evidence before Judge Hall. I have asked one of these men to give evidence before this Court now, with regard to Odoi Quao's land. I know the land claimed by Thompson, Moir and Galloway. This land was originally purchased by Halm from us, and sold by Halm's people on his death to Thompson, Moir and Galloway. When we sold to Halm, a deed was signed by the whole family. Looking at this deed now shewn to me I see my name mentioned as one of the vendors. The deed is also signed by me.

(Deed tendered, objected to by Mr. Lokko, on ground that it is irrelevant to the issue. We are not parties to this deed and it does not affect us. This land is not part of the land in dispute. Mr. Quist replies submits it is relevant in shewing that the land sold by the Odoi Quao family forms a portion of a vast tract of land claimed by the Odoi Quao family as their land, of which the land claimed by Dr. Easmon forms a portion. (2) Further case for claimant is that all land in neighbourhood is "Osu" Stool land and that Odoi Quao family have no right whatever there.

Mr. Lokko replies -

The Court rules that the deed although not referring to particular one claimed by Dr. Easmon is admissible in evidence as part of the "res gestae". (Admitted as Exhibit "H").

When I sold the land to Halm no one objected to the

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Ex. "H"

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(sic)

sale on behalf of the Osu Stool. This Deed was registered in the Accra Deeds Registry. I know there is a quarry to the south of this land, near the European Hospital. The compensation was paid to us by the Government for that quarry. The land on which the Lunatic Asylum stands was acquired by the Government from the late Tackie Tawiah, Ga. Mantse. He is now dead. I can't say how much he got. We never claimed that land as our property. I knew one Adams who dies recently, about 4 months ago. He claimed the piece of land shaded blue on the plan marked "B". Adams got his land from Oto Kwadjo, head of the Odoi Quao family. That was in 1893. On the plan Exhibit "B", I see the land shaded green, which is the land claimed by Dr. Easmon. The whole area shaded green is Odoi Kwao's family land. The Odoi Kwao family never at any time gave any land to Dr. Easmon. I knew Mantse Alema. He was not a member of the Odoi Kwao family. He could not grant land belonging to the Odoi Kwao family without the consent of the other members of the family. I knew one Gharmanyelaba. He was not a member of my family. He is dead. He was one of the Elders of the Osu Stool. I knew one Sapei. He is not now alive. He was one of the Elders of the Osu Stool. Charmanyeba came from "Kinkaway" quarter of Osu. Sapei also came from same quarter. Osabu came from same quarter. I did not know Adibai. Osabu was not a member of our family. Chalo was not a member of our family. He was an elder of the Osu Stool. All these people came from Kinkaway quarter of Osu. There are four quarters of Christiansborg, and the Mantse Dowuona who signed the deed marked "D" was himself from the Kinkawe quarter. It was 40 years ago when I saw the pillars erected. I can't say if the people who erected the pillars were Osu men or not. They were not Odoi Quao people. I knew Akwei Joe. He was not a member of my family. He was also from Kinkawe quarter. I knew C.H. Randolph. He was also a Kinkawe man, but related to the Odoi Quao family. Randolph was a scholar. He was a Government Clerk. I also knew one Joshua Ama Fio a Goldsmith. He was also from the Kinkawe quarter. He died long ago. Our family never authorised Randolph at any time to sell our property to anyone. Randolph never told any member of the family that the property had been sold to Dr. Easmon.

By Mr. Ribeiro:

When a letter was written to Dr. Easmon by Mr.

Edmund Bannerman, he never went back there. He never showed any paper to our family, and we knew nothing about it. I can't say if Dr. Easmon ever complained to the Osu Mantse about our having asked Mr. Bannerman to give him notice to quit our land. I did not hear that Dr. Easmon had ever complained against any member of our family. Besides putting up pillars Dr. Easmon never did anything on the land. When the pillars were broken down Dr. Easmon never summoned us for breaking down the pillars, and never attempted to rebuild the pillars, which were broken down. I have never on any occasion seen anyone cultivating the land on behalf of Dr. Easmon.

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Cross-examined by Mr. Lokko -

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At the age of 11 I knew the boundaries of the Odoi Quao land. At that age, I would not know the Christiansborg Stool land better than the people who signed Exhibit "D" but I knew about our own lands. Joshua Ama Fio was, I think, an illiterate man. I knew Charmanyelaba. He came from Adjewater House in Kinkawe quarter. I can't say from what house Sapei came. Osabu came from Mowule a part of Kinkawe. Choku came from Kinkawe quarter. All these people were elders who came from Kinkawe quarter. The Mantse should be the proper person to grant stool lands, with the consent of his elders and councillors. The people who went to Edmund Bannerman to instruct him to write the letter to Dr. Easmon were Ahima Owoo, and Oto Kwadjo and myself. I was only the umbrella bearer, as I was only twelve years of age at that time. No one else from the Odoi Quao family went with us. Other people went with us but only these two people acted. I can't say if Odoley went. I do not know Odoley. I know Odorkor went. I don't know Odotei, Odachoe went. I don't know Akotey. Anyetei did not go. I do not know if Ako went. Botchway did not go. I know the names of the children of Odoi Quao - Odorkor, Odoichoe Mansah, Narh fio, Odotei. I don't know the names of the other children, as they had died already. I know the family of Odoi Quao. Mansah was a daughter of Odoi Kwao. Odachoe would know the names better than I would as she is a sister to these people. Mansah is same person as _____.

All these people I have mentioned were not present at the interview with Mr. Bannerman. Only Oto Kwadjo, Ahima Owoo, Odachoe and myself went. At that time Akuffo was living near Christiansborg Castle. He also went. Amponsah also

(sic)

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went to see Mr. Bannerman. Ampcnsah was then older than me by 3 years. I was told by my parents that Ampcnsah was born one year after the Glover War. We used to live in same house. We discussed this present case as he is not interested in it. Oto Kwadjo and others went with us, when I went to Matthew Jones. It was a family matter and we went. He that cared went. I can't remember if Odotchoe went. Akuffo did not go. Mansah did not go. Narh Fio did not go. Matthew Jones was Director of Public Works Department. I came and saw him there. Everyone called Matthew Jones, the Director of Public Works. I can't say why one of the pillars still stands. When the labourers came and called him. There was a clerk's hut there at the time and that is why we did not destroy that pillars. In 1891, I went round the area and saw the pillars. They were there then. The southern and northern pillars were half mile when I first saw them. Oto Kwadjo had pulled down those which were nearer to him. The two pillars nearer the ruins are the ones which were partly built. When Oto Kwadjo came to report, he told the family he had seen pillars being erected. He did not mention the number of those pillars. I found that four had been erected. These four are the ones I see on the plan. (Here the witness indicates that he saw). One of the pillars had not been finished. It is not true that I know nothing about those pillars. I know about the erection of those pillars long ago. I did nothing with the land. Dr. Easmon had been sent away from the land. Land was given to Shishi-aho by the Mantse of Abola. I was told so by my uncle Amartei and Akuffo from my youth up. They told me from the time I started walking. All I have said about the grant is the truth. I got the information about the Asylum in 1902. I was present and saw when the land was acquired. I was then told the sale was in name of Mantse Tackie. I did not hear how much the Government paid. I can't say who represented Government at the transaction. One Mampong from Osu went and saw the transaction. The Ga Mantse's name was mentioned. The Korle Priest looks after all Ga Lands. The other 2 pillars I only saw recently. I first began to look after the land in 1911. One Quaye was looking after this land before me. I was looking after the land prior to the date of the Power of Attorney. I got a Power of Attorney executed in my favour so that I might have power to sell lands. It is not true that it is only since the execution of the Power of

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Attorney that I went on the land and saw the pillars. Yesterday I gave the name of Shishiabo's father as Odoi Aba and Odochoe gave it as Odoi Ama. I have never heard the name "Ama" but always "Aba" - I was always told the name was "Aba". The boundaries of the land granted to Shishiabo were as follows:- on north by Korle land and Osu land on south by Korle land; on east by Osu land on west by Lomo Ansah, Afutu Kote and Korle land. I know Afutu Kctey. He is alive. He only died recently. He came from the Korle We. He is a linguist to the Korle Priest. We form a boundary with him. I knew William Lutterodt. I have heard of his village, but I do not know there, our land does not form boundary with him anywhere. Osu stool forms boundary with Lutterodt on the north of our land. Oto Kwadjo lived on this land until his death. Although he did live in Christiansborg as stated by Odotchoe, he came every day and farmed on the land. I saw him go there every day until the time of his death. When Shishiabo got the land I can't say who demarcated the boundaries for him. I can't say who represented the Osu Stool when the boundaries were demarcated. When I was going to take over the lands, the Korle people and the Osu Stool were present and saw the lands - I mean since 1916. We went again in 1918 and in 1920. Dr. Easmon had no land there for anyone to come and represent him. Osu Stool was represented by Nortey the Linguist. The Korle people were represented by Tetteh Quaye Molai himself and Ashie Kotei. Two have since died. I have forgotten their names. Tetteh Quaye Molai went with me in 1916 to inspect this land to represent the Korle Stool. In 1916 he was the Acting Korle Priest. The late Christian Randolph on the mother's side was related to me was my cousin. Randolph was a scholar. He was Chief Clerk at the Police Station. His grandmother's mother and Odoi Kwao were children of Shishiabo. If Shishiabo had land at the area now claimed by Dr. Easmon, Randolph might have known about this land. I can't say for certain. Randolph knew that Odoi Kwao family had land on north side of Asylum. I can't say if he knew of the land now claimed by Dr. Easmon. The paper does not show the situation of the land sold to Dr. Easmon. In Randolph's lifetime I never spoke to him about this land. In 1891, Randolph was alive; when Oto Kwadjo reported the matter of the pillars to the family Randolph was not told about the pillars as far as I am aware. It is not true

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that Randolph was the only scholar in the family. Abraham Lysle and Lehad are also literate. Lysle was Norkor's son. These people were not in Accra in 1891. Anima Owoo was literate and living in Accra in 1891. When we went on the land Mr. Renner pointed out land near the Water Reservoir. He did not take us to the Reservoir, but only pointed out the site of the Reservoir. The land with the boundary pillars was not in the direction towards the Reservoir. We were then standing on the spot where the pillars are situate. On south east of land now claimed by Dr. Easmon. Before I pointed out the land to Mr. Renner, I know that Dr. Easmon had attempted to take land at that spot, but had been driven away, and that is what I went to point out. When Dr. Easmon wrote to the Osu Mantse, no one knew Dr. Easmon's land, and as I know what had taken place, I spoke about the matter and pointed out the land. I pointed it out to him because during the Enquiry it was mentioned on the land by Yeboa, who said that one pillar we saw was his boundary with us. We pointed out to Yeboa that we did not form boundary there with him. I told him that those pillars were put up by Dr. Easmon. So it came I had to point out these pillars. The land between these pillars is land Dr. Easmon claims.

Re-examined by Mr. Quist -

I was given Power of Attorney for purpose of selling land if anyone wanted to buy land. At this stage adjourned to 11 a.m. on Friday the 30th instant.

W.P.M.

30th October
1931.

30th October, 1931.

In the Supreme Court of the Gold Coast, Eastern Province, held at Victoriaborg, Accra, on Friday the 30th day of October, 1931, before His Honour Mr. Justice William Plunkett Michelin.

In the Matter of Public Lands Ordinance
And

In matter of land acquired at Accra for
European Residential Area Extension.

Dr. Easmon v. Acting Osu Mantse and
Odoi Kwao.

(Adjourned to 1st December, 1931)

1st December, 1931.

In the Supreme Court of the Gold Coast Colony, Eastern Province, held at Victoriaborg, Accra, on Tuesday, the 1st day of December, 1931, before His Honour Mr. Justice William Plunkett Michelin.

In the Matter of Public Lands Ordinance.

Dr. Easmon

v.

Ag. Osu Mantse

and

Odoi Kwao.

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Resumed -

Mr. Lokko for Dr. Easmon.

Mr. Ribeiro for Osu Mantse.

Mr. Quist for Odoi Quao.

KWAKU AMPONSAH sworn a.r.b.

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I live at Accra in the Asere Quarter. I am a bricklayer. I know the Odoi Kwao family of Christiansborg. I belong to that family through my father. My father was Oto Kwadjo. He is now dead. He was brother of Odoi Kwao who is also dead. The present head of the Odoi Kwao family is Ahima Owoo. I am about 57 years of age now. I know the land in dispute in this Enquiry. I know the land surrounded by boundary pillars which is now claimed by Dr. Easmon. I first knew that land when I was small child. I was born there in a village not far from one of the boundary pillars. It is on the left side of the area claimed by Dr. Easmon. I remember when the pillars were broken down. I was then a small boy of about twelve. I went with my father and saw when the pillars were broken down by my father. He broke them down because he was looked after the land on which the pillars were erected for his brother and he did not know how the pillars came to be erected. At the time when the pillars were pulled down I was living with my father quite nearby. When my father pulled down the pillars, I saw they were new pillars. It was when

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(sic)

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my father saw the pillars being built that he pulled them down. When my father saw the pillars being built he reported the matter to Ahima Owoo, head of the family. I came down with him, to Christiansborg. My father reported the matter to Ahima Owoo, and also made enquiries from the Government. When my father had returned from reporting the matter to the Government he then broke the pillars ground. (sic) He did not know that one of these pillars still remained standing there. I learnt afterwards that Dr. Easmon was the person building up these pillars. I have not seen Dr. Easmon come on this land. I have never seen anyone come on this land after the pillars were erected. My father came and reported the matter to Ahima Owoo. She went and saw the late Mr. Bannerman the lawyer. I went with her. A letter sent by Mr. Bannerman to Dr. Easmon. I can't say if he got it. Since that date I have never seen Dr. Easmon on the land, and the pillars were never completed. I knew Adams who died recently. He got land from my father. I gave evidence before Mr. Justice Hall in connection with this land for Adams. The land my father occupied formed boundary with the Osu Stool with the Korle people and with Lomo Ansah and Afutu Kotey. The one who is at present in place of Lomo Ansah is called Lutterodt. 10

Cross-examined by Mr. Lokko -

I said I did not know when they were built. I saw however when they were broken down. We started pulling down at one place. When I was just born, there were no pillars on the land. When I was living on this land it was a big bush. Where they were pulling down the pillars was in a thick bush. My father pulled down five pillars. Six pillars are on the land now. I last went out there about 4 or 5 month ago, when I saw the five nearly broken down pillars and one unbroken. Prior to 4 months ago I can't say how long ago it was that I last visited this land. I do not live there now. I have no palm trees. It was Ahima Owoo that I was born. Ahima Owoo succeeded Odoi Quao. I was brought up to Christiansborg. My father died before the European war. It was a year prior to the Prempeh war in 1896. Since his death I have been living in Accra. I have been living in Accra since my father's death - My father told me how he got the land. He told me the land was given to Odii Kwao's 30 40

father by the Mantsemei of Accra. He told me the names of the Mantsemei. The Ga Mantse was Nee Yao Tey. The Gbese Mantse Nee Adu. Korle Priest Nee Tete Akron. In the area enclosed by the pillars my father farmed all that area. He planted cassava there. There were also mango trees there. It is not true that I know nothing about this land.

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By Court -

10 I never saw Dr. Easmon's people planting anything on the land, and since the pillars were pulled down I have never seen any of his people on this land.

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Not re-examined -

1st December
1931 -
continued.

TETE KWEI MOLAI sworn -

20 I am the Acting Korle Priest. I have been so acting for the past 20 years. As Acting Korle Priest I am in charge of all the Stool land of Accra. We form boundary with Labadi and with Osu. The Korle Stool and the Gbese Stool go together. I about 80 years of age. I was grown up at the time of the Glover war (1873). I know the Odoi Kwao Family of Christiansborg. I know the Lunatic Asylum. I don't know a piece of land with six pillars round it in the bush at the back of the Asylum. I have never been there. I know a village at the back of the Asylum where Odoi Kwao used to live. I have been there when that village was in existence. I know that Odoi Kwao had land there. He got the land from my predecessor Tettey Akron. Mantse Yao Tei (Ga Mantse) Mantse Nee Addo (Gbese Mantse). This was long before the Glover War. This land was then attached to the Ga Stool and did not belong to the Osu Stool. He paid money for this land. He gave 32/- in cash one sheep one case of gin and cloths. I was told this by my grandfather. I have heard of the name Shishiabo. He was either a brother or father of Odoi Kwao. He came from Osu and used to live in Christiansborg. I know the boundaries of the land given to Odi Kwao. They are as follows: On East by Osu Stool land, on West by Lomo Ansah, on the North by Korle and Osu Stool and on the South by the Korle Stool. The land on which the Asylum was built was acquired by the Government from the Ga Mantse. I can't remember how much was paid to the Ga Mantse. I don't know

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(sic)

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from whom the Government acquired the quarry which is near the Hospital. I knew Dr. Easmon. I never heard that Dr. Easmon had been given land by the Osu Stool. I never heard that a conveyance had been executed in his favour.

Cross-examined by Mr. Ribeiro -

I know that Dr. Easmon used to take land in Accra for making streets. Since his death we have taken back some of the land. I know Amusu Doti in Accra. Dr. Easmon took some land there, but it has been taken back from him. Korle Stool lands are also known as Ga Stool lands. The Ga Stool land is distinct from Osu Stool land.

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Cross-examined by Mr. Lokko -

My real name is Molai. I was called Tettey Quaye by my grand father. He gave me his own name. I belong to the Sempe Quarter. I am from Ado Wey and from Moi Wey. I do not come from Gbese. I am from Onamiyeku. I succeeded my grand father in that Ga custom. I was appointed to my grand father's place by the members of the different division which make up the Korle Stool. Onya was not appointed to act as Korle Priest. I was not taken to the Korle House by Isaac Mettle and Afutu Kotey. It was 1918 when I was taken to the Korle House. I brought Annan Mettle to the Korle House. Afutu Kotey was then in Akwapim. I got him to come to the House and I then make him a linguist. It is true that my grand father told me about land of Osu and Accra. My grandfather did not tell me that all lands of Osu belonged to the Gas. I remember that Osu lands originally belonged to the Gas but I was speaking of the present day. I know that Odoi Kwao was given lands by the Gas. My grandfather's name was Tete Quaye, then head of the Korle Wey. I asked Okai Mensah from Amugi Wey, he said it was true. This was seventy years ago. I have been on the land in dispute with Afutu Kotey. He took me there some years ago. I have been on the land with Mensah about 4 or 5 years ago. I can't say how many years. I have been on the land with Ashong Kotey about 4 or 5 years ago. There was a case between Afutu Kotey and the Odci Quao people and judgment went against Odoi Quao people in favour of Afutu Kotey. We have the possession and if anyone wants land he has to come to us to get it. My

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ancestors gave land to Odoi Kwao. I mean Shishiabo as well. They gave land to Shishiabo which is the same land given to Odoi Kwao which I have previously described. Odoi Kwao is same person as Shishiabo. I know all about this land. I did not know Odoi Kwao or Shishiabo personally. Whatever I have said, I have been told. It is not true that I got to know everything from Mensah. There is a quarry which belongs to the Korle Stool, on Eastern side of the Asylum. That land all originally belonged to Korle Stool and it was given to Odoi Kwao. I did not claim compensation as at that time I took no action as a Chief. My grandfather showed me all the boundaries of the stool land. I can't read and write. I know all about this area. When they got the money for compensation for the quarry, they brought the money to me and gave me some of it. It is not these people that have given me information about this.

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20 Not re-examinedALFRED THEODORE LUTTERODT sworn -

I live in Accra. I am a master Tailor. I know one Lomo Ansah. He was related to me. He was my grand father. His present successor is my mother Jemima Tettey alias Terterley. I represent the Lomo Ansah at present. I knew the Odoi Kwao family of Christiansborg. I know the land acquired by the Government recently. I know the site of the land recently acquired by the Government back of the Asylum. I have been on it recently with Judge Hall. I saw the site of a ruined village belonging to Odoi Kwao. Lomo Ansah's land forms boundary. We are on the South. I know the road leading to Nsawam. The Nsawam Road is northern boundary of our land. The Eastern boundary of our land is Odoi Quao's land. I did not know Odoi Kwao's village was in execution. We got the land from the Ga Mantse. I don't know how Odoi Kwao got the land. My ancestors had the land before the bombardment of Christiansborg.

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Not cross-examined by Mr. RibeiroCross-examined by Mr. Lokko -

It was in 1912 when I first went on this land. We were trying to survey land. It was necessary

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to go as far as ruins. I was then shown the boundaries of Odoi Quao's land. The ruins to our boundary is as far as from the witness box in Court to the old European Hospital. My ancestors did not point out our boundary with the Osu people. Lomo Ansah is the same as William Lutterodt. We do not form boundary with William Lutterodt at all.

Re-examined by Mr. Quist -

My ancestor did not form boundary with Osu Stool land. On the north are Korle people on the west are Korle people on east Odoi Kwao. On South Nsawam Road. 10

At this stage adjourned for 5 minutes.

W.P.M.

Court resumes at 11.45 a.m.

W.P.M.

Robert Aryee Quarshie sworn to interpret from English into Hausa and vice versa -

KALIIU sworn -

I live in Accra. I am a farmer. I live in a hut on some land at the back of the Lunatic Asylum - I know the land surrounded by six pillars. My hut is quite close to the boundary pillar on the East of the land. The land upon which my hut stands belongs to one Mensah Amartei whom I now see in Court. I have been on this land for some years. I have been there prior to 1914. When I first came to Accra, I spoke to one Cudjoe at Adabraka, who told me this land belonged to Christiansborg people. He pointed out to me the man who had this land. It was Mensah. I spoke to Mensah, and he gave me permission to remain on this land and pay him 4/- per annum. I went and stayed on the land, and since then I pay him 4/- per annum. I know other people who are on Mensah's land. At one time there was one Bigar staying on this land. He has since left. I put him on the land. I reported the latter to Mensah. He gave consent. Bigar also paid 4/- per annum to Mensah. Although Bigar has left he still has a farm on the land. There was also a man called Yendeh on the land and another 20 30 40

man called Yaw karto on the land, also a man called Baydaree, and a man called Argike and one called Zodomah and one Sarli and one Mankani and one Tobi also one Yaro and one Ambali, also one Baba, and one Amadu. They are all farming on the land. All these people pay 4/- per year to Mensah. No one has ever disturbed us since we had been on the land. I am caretaker over Mensah's land. I collect the rents from the tenants. I have never seen the other pillars. I have seen where they have cut some boundary lately. The land to the West of my hut belongs to Mensah. The men whose names I mentioned farm on the land. I have never seen them disturbed by anyone.

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Cross-examined by Mr. Lokko -

I first went on the land before I looked for the owner. It was Cudjoe who took me there. The owner did not come and look for me and put me there. I first went and squatted on the land.

20 Re-examined by Mr. Quist -

I went to see the owner because I was told his land.

Case for Odoi Quao closed.

W.P.M.

Mr. Ribeiro applies for an adjournment until 2nd instant.

By the Court -

Adjourned to 2nd instant.

W.P.M.

30 2nd December, 1931.

In the Supreme Court of the Gold Coast Colony, Eastern Province, held at Victoriaborg, Accra, on Wednesday, the 2nd day of December, 1931, before His Honour Mr. Justice William Plunkett Michelin.

In the Matter of Public Lands Ordinance
and

In the Matter of land acquired at Accra
for European Residential Area Extension.

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Resumed

Mr. Ribeiro addresses the Court -

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continued.

Submits claim of Dr. Easmon filed after judgment of Mr. Justice Hall delivered in Acquisition case when there were several claimants before the Court. Admits that Dr. Easmon is entitled to file his claim as the new Amendment Ordinance of 1929 does not affect the Acquisition which was under the old law. Claimants in that acquisition are set out in plan marked Exhibit "C". If Dr. Easmon had any land in area in dispute and knew he had land there, he could have come in with original claimants and then whole matter could have been dealt with at same time. Submits his failure to do so means that he knew he had no land there. If he had gone on that land he had been treated as a trespasser. During the hearing of the Acquisition before Judge Hall, Dr. Easmon's name mentioned. As regards Dr. Easmon's claim against Mantse, submits claim fails, because as shewn by Exhibit "C" land shaded green as claimed by Dr. Easmon does not fall within the land claimed by Osu Mantse in these proceedings. Dr. Easmon's land marked out by the pillars as land claimed by him is quite outside the land claimed by the Osu in this acquisition which went to trial before Mr. Justice Hall, and for which judgment was given. Plan is also bourne out by evidence of all the witnesses. Osus have not claimed any land belonging to Dr. Easmon. Compensation awarded by judgment of Mr. Justice Hall to Osus can confer no benefit on Dr. Easmon to claim against them, they not having claimed anything belonging to Dr. Easmon. That being so, this claim must fail so far as Osu Mantse is concerned. If Court finds that document Exhibit "D" is a valid conveyance, and the Osus had executed this conveyance. They having divested themselves of the legal right by that document unless they have received any compensation from a third party, for that land Dr. Easmon cannot claim against us. Submits Government have not acquired any of our land. Submits that it is proved Dr. Easmon was a Government Officer, and Coleman knew him as a Government Officer. Submits Dr. Easmon

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could not take a gift from a chief or from anybody of the community, or from anyone at all. Refers to Colonial Office Regulations. Submits no consideration for deed. Submits no evidence to show why the land given to him. Esteem gained was fact he was a Public Officer. Refers to evidence before the Court. Deed must be executed by representatives of the 4 quarters of town. Submits only 200 feet square given for purpose of gardening. Submits Osus have proved that witnesses to execution of deed were not elders of the Stool. Why not signed by Mankralo? Why not signed by linguists? Refers to Exhibit "M" - Then as to description of property - submits no proper description given. Why were not boundaries given? It has now transpired that this land is Ga land - submits evidence that Mr. Renner did not know the land. Submits the Osus themselves did not know the land. If it had not been for Mensah land would not have been pointed out. Why Sackey not called as a witness? Linguist of Christiansborg has given evidence, that they had no land where Easmon is claiming. Refers to evidence given by this man- how could chief give land to Dr. Easmon? Submits clear that Osu has given no land to Dr. Easmon. Land never conveyed by deed. Submits that the claim as against Osu Mantse claims entirely (1) The claim is not included in Osus claim as shown by Exhibit "C" and for which they are getting compensation. Dr. Easmon's claim is entirely Osus claim. (2) The Osus disclaim having given any land to Dr. Easmon. (3) Nothing to show they gave any land to Dr. Easmon. (4) Osus have proved land always been Ga land - this was proved in previous case before Mr. Justice Hall and also in this case. Submits Easmon has not proved his case.

Mr. Quist addresses Court -

Submits present enquiry an offshoot of main acquisition matter in which Mr. Justice Hall gave judgment on 11.2.31. In effect land about sixteen acres in extent and forming portion of land edged green on the plan marked "C" - According to Exhibit "C" this land first claimed by Odoi Quao family and in respect of which compensation was awarded to them. In main acquisition matter Osu Stool - It is claim dated 29.7.29, but was subsequently amended 24.1.30. Claim Odoi Quao dated 20.11.29. Dr. Easmon's claim is after

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judgment in main acquisition. Dr. Easmon on a deed dated 28.11.90 marked as Exhibit "D" and in his favour, executed by Manche Dowuona. Manner of execution of deed already dealt with. Proved that in Osu there are 4 quarters, known as Kinawe, Ashanti Blohum, Alata and Anahor. Also proved and it is general knowledge that there are lands known as (a) individual property (b) family property and (c) stool property. With regard to Stool property, proved that Stool property cannot be virtually alienated by a chief unless representatives of all the 4 quarters join in executing the deed, or it is proved that deed executed with full knowledge and consent. With regard to Exhibit "D" abundant evidence to show that alleged elders who signed the deed with Mantse were all members of the Kinkawe quarter and that none of other quarters was ever considered. Further Acting Mankralo gave evidence and knew nothing about execution of deed. Submits on this ground alone claim cannot be sustained. Further proved and not disputed that no chief can give away the family property. Members of Odoi Kwao family contend that land in Exhibit "D" forms a part of the family land, which has been property of the family for a period of 100 years, that they have not granted any land to the head of their family or any member of the family who executed Exhibit "D" - Now question arises whether the land comprise in Exhibit "D" is family property of Odoi Kwao family whether it has been their family property, whether it has been their property since execution of Exhibit "D" and whether Osu Mantse could have granted the property without their knowledge. Has this land ever at any time been attached to Osu Stool? If accept evidence given by a member of the Odoi Kwao family and by witness on this point, as we as members of Osu Stool no difficulty in coming to the conclusion that land was never or at any rate at time of execution of Exhibit "D" attached to Osu Stool. Evidence given by members of Odoi Kwao family came to this. Ancestor of Odoi Kwao was Ga. He lived and settled in Accra, got married to one Accra woman of Abola known as Ga Mantse's quarter and had son called Shishiabo. Shishiabo became a trader and he lived later in Christiansborg, from the time he had got married. Before doing so he had obtained a large tract of land, boundaries were given, from the Ga Mantse and the Korle Priest. (Cowries 32/-) one case of gin and one piece of cloth and a

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goat. He went in occupation, he built a village on the land. After his death he was succeeded by his son Odoi Kwao, who became a permanent member of community. Ruins of the village can still be seen from northern area claimed by Dr. Easmon. When Odoi Kwao died land looked after by another member of the family (Oto Kwadjo) or his son Amponsa. Amponsah has given evidence before this Court. Refers to such evidence. Born on land and lived on land with his father. He described how the pillars were erected on the land, how enquiries were made &c. That since then neither Easmon nor any representative of his had ever been on the land. Refers to Korle Priests evidence. He has corroborated this evidence of gift to Odoi Kwao family. Then there is Lutterodt's evidence. Odoi Kwao's people on land before his ancestor. Then evidence of Hausa man. Then there is evidence of quarry site situated to the south of this land acquired by Government from Odoi Kwao family. Same family granted Adams his land, in respect of which he claimed in main acquisition for this land. Thompson Moir and Galloway claimed in main acquisition by Odoi Kwao family. Refers to Exhibit "H" dated 30.11.21. Apart from that Osu Stool has itself then claimed any interest in the land and admit that land forms portion of Odoi Kwao family land and not Osu Stool land. Submits abundant evidence to prove that this land belonged to Odoi Kwao family. Admitted by everybody. If Court accepts story that they were on land before document ever executed, then it becomes quite clear that Osu Stool can have no right to give away other people's land and land not its property. Attempt made to suggest collusion and that Osu Stool has agreed with Odoi Kwao family to put forward this story. Submits such a suggestion untenable. Refers to dates of claim - Osu claim went in in 1929 - Odoi Kwao's claim went in in 1929 - and Dr. Easmon's claim in 1931 - That alone disproves collusion - Land claimed by Dr. Easmon only a small portion of land claimed by Odoi Kwao family. Why have Osu Stool colluded with Odoi Kwao family? If suggestion true that all land Osu land then Osu people are stupid in throwing away a large tract of land. Refers to Exhibit "H" in 1921 Odoi Kwao family selling land. In 1915 quarry site sold. Then again refers to fact of Lutterodt village being north west of Odoi Kwao family land does not show Odoi Kwao land must be Osu Stool land, because

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Lutterodt bounds on Osu Stool land because the evi-
dence is that the Odoi Kwao people got land from Ga
Stool and Korle people. Lutterodt people also got
their land from Ga Stool. No member of Odoi Kwao
family signed Deed (Exhibit "D") so can't be bound
by it. Refers to suggestion of Randolph being
interpreter to deed, but that does not affect case
at all. He was merely a witness and interpreter.
Refers to description of land very vague - How could
Randolph identify such land? From description which
appears on document no one can identify land. Even
the representative of the Osu Stool could not point
out land - Even the Attorney for Dr. Easmon could
not point out the land - Submits clause "so far as
they lawfully can" in deed shows that the deed
could not affect the Odoi Kwao family - With regard
to occupation and possession admitted there were
pillars and that one still standing but the erection
of the one pillar is accounted for in evidence of
woman Adochoe, of Mensah Amartey and of Amponsah.
Evidence of fact of pulling down pillars. Protest
to Lawyer Bannerman. No rights of user since then.
Submits even on point of possession Dr. Easmon has
not proved anything.

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In the Matter of Public Lands

Dr. Easmon

v.

Acting Osu Mantse
and Odoi Kwao

} Resumed -

Mr. Quist continues his address -

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Clear that claimant cannot succeed against
either of the opposers. We submit Osu Stool came
later over land to convey it to anyone else and that
Easmon cannot succeed in his claim.

Mr. Lokko replies -

Refers to Exhibit "D" criticised as being with-
out consideration. No necessity to have any mone-
tary consideration. Deed registered in Deeds
Registry. Presumption that deed is genuine. Refers
to Phipson 5th Edition page 523. Ancient documents
(Court draws attention of Counsel to section 3 of
the Registration Ordinance of 1883). Contended that

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document bind Osu Stool. Submits Osu Stool cannot come here to impeach or disown their own grant of 40 years standing. As far back as 1926, Osu Stool had full knowledge of this document. Refers to the Linguist's evidence (Adotey Quao). Document shown to them in 1926. Submits that at time document made, only one road to Christiansborg and that plan attached to deed shows this road. Osus admit they gave land to Dr. Easmon, but locality of that land, they fail to point out. Submits therefore that the land within document is land granted by Osu people. As regards suggestion that because Mankralo did not sign, deed should not bind people. Submits that custom only recent. Refers to Coleman's evidence. Refers to Exhibit "F". Refers to Exhibits "A" and "B" Osu claimed whole area originally. Submits they made the rectification because they discovered that Odoi Kwao family had put in a claim which included land they had previously granted many years ago. Submits that Chief Alema was a literate chief. Why did he not know his own boundaries? Refers to evidence of Adotey Kwao who admitted Osu forming boundary with William Lutterodt and form boundary with other people on the north. How could they get to the north road to form boundary with any one, unless they owned land previously. Refers to case of Renner v. Brown, Renner's Reports p. Submits rectification of Osu claim to allow claim of Odoi Kwao people, should not bind Easmon in respect of this land.

Now we come to the evidence before the Court. Great difficulty experienced by claimant as predecessor in title is dead, and caretaker dead. As far back as 1890 submits Odoi Kwao family knew that Dr. Easmon had erected pillars on this land as belonging to him. Alleged that these pillars were broken. Asks Court to hold that these pillars have not been damaged by people but by weather. Submits damage due to rain and wear and tear. Submits that the Odoi Kwao family have only discovered their pillars recently. Refers the Court to fact that Randolph who witnessed Exhibit "F" was a member of Odoi Kwao family. Submits no proof of report to Bannerman the lawyer. Evidence as to interview with Director of Public Works also a fabrication. Submits that he and Dr. Easmon rode round the land on several occasions. The possession which Odoi Kwao seek to prove was evidence of Kalilu, the alleged caretaker on land. Submits his evidence not reliable, because he does not understand either Ga or Twi which

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tends to show he is only a recent arrival. Refers to evidence of Kwaku Amponsah, suggests that he is not a reliable witness. Odotcho gave evidence that after Odoi Kwao, Oto Kwadjo became head of the family. Amponsah said Ahima Owoo was and is still head of family. Submits this witness's evidence cannot be believed as correct as it differs in this material particular. Refers to evidence of Tete Kwei Molia and also submits unreliable, as he does not know the land in dispute. Submits he only gained his knowledge as to the land in recent time. Referred to Shishiabo as being the first owner of land and not Odoi Kwao. Refer to grant Exhibit "D". Submits only good evidence - All other evidence, hearsay evidence. Can it be wondered that Osu Stool can come here now and say "We have not granted land" if they find that area claimed by Dr. Easmon is larger than they themselves admit that they granted. Asks Court to hold that land claimed is property of Dr. Easmon. It is covered by the Deed, and there is no occupation by the Odoi Kwao people on any portion of it. Submits that the ruins of the Odoi Kwao family are outside the area enclosed by the pillars and that presence of cassava farms in the area enclosed by the pillars would not constitute possession by Opposer. As regards the position of the quarry submits there is a good distance between the quarry and the first pillar. This does not indicate therefore that the area within the pillars is their land. Refers to Exhibit "D" submits that land must have been unoccupied at time conveyance was made. Why should they describe the land as being unoccupied if that was not correct. Submits that Dr. Easmon is entitled to succeed. (At this stage by consent of Counsel on each side, Letter of Administration granted to widow of deceased, Dr. Easmon admitted in evidence as Exhibit "I"). Submits that Colonial Regulations could not affect title to land, but are only disciplinary measures.

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Ex. "I"

Judgment reserved.

W.P.M.

19th December, 1931.

Exhibits

In the Supreme Court of the Gold Coast Colony, Eastern Province, held at Victoriaborg, Accra, on Saturday, the 19th day of December, 1931, before His Honour Mr. Justice William Plunkett Michelin.

"22"

Proceedings in European Residential Area Acquisition.

In the Matter of the Public Lands Ordinance
and

In the Matter of land acquired at Accra
for European Residential Area Extension

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Dr. C.M. Easmon Claimant

v.

Osu Stool and Odoi
Kwao Family Opposers.

19th December
1931.
Judgment.

JUDGMENT -

This is an enquiry under the provisions of section 6 of the Public Lands Ordinance.

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A piece of land containing 351.27 acres was acquired by the Government on the 25th April, 1929. Several claims were lodged including claims by the two opposers: Mr. Ribeiro as Solicitor for Dowuona III, the Osu Mantse by a letter dated 23rd July, 1929 originally claimed the whole area acquired but subsequently by a letter dated 24th January, 1930 this claim was amended to 241 acres of the area in question.

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Mr. Quist as Solicitor for Madam Ahima Owoo, head of the Odoi Kwao family by a letter dated the 25th November, 1929 claimed 82.54 acres of the land acquired. These areas are shown on a plan which admitted in evidence in this enquiry as Exhibit "C". These various claims were heard and determined before Mr. Justice Hall, and an exhaustive judgment which was delivered by him on 11th February, 1931, was by consent admitted in evidence before me in this enquiry. It may be mentioned that each of the present opposers succeeded in establishing his respective claim before Mr. Justice Hall.

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On the 12th May, 1931, after this judgment had already been delivered, a further claim was forwarded by Mr. Renner acting for Dr. C.M. Easmon of Sierra Leone, which reads as follows:-

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continued.

"Sir,

"In the Matter of the acquisition of land
"along the Dodowah Ridge by the Government from
"Osu Stool I beg to submit and notify the claim
"of Dr. C.M. Easmon of Freetown to a portion of
"the said acquired area the same having been
"granted some years back by the said Stool to
"the late Dr. J. Farrell Easmon once Principal
"Medical Officer of this Colony. I am prepared
"to submit the deed for your inspection and con- 10
"sideration. Notice of this claim has been
"given to the aforesaid Stool. Reference to
"the grant you will find made in the course of
"the enquiry before Mr. Justice Hall.

"I am

"Sir,

"Yours respectfully,

"(Sgd.) F.A. Renner,

"Solicitor for Dr. C.M. Easmon".

"The Commissioner of Lands,

"Lands Department,

"Cantonments, Accra."

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It will be seen on referring to the plan
marked "C" that the area embraced by this claim and
which is reputed to contain 16.11 acres forms a por-
tion of the area already held by Mr. Justice Hall
to be the property of the Odoi Kwao family but does
not form a portion of the area held to be the pro-
perty of the Osu Stool. The present claimant how-
ever bases his claim on a grant from that Stool many 30
years ago.

On the 22nd September, 1931, this claim came on
for hearing before me Mr. Lokko appeared on behalf
of Dr. Easmon, Mr. Ribeiro for the Osu Stool and Mr.
Quist for the Odoi Kwao family.

By consent of counsel on each side, the Court
made an order that Dr. Easmon should be made claim-
ant and the Osu Stool and Odoi Kwao family as joint
opposers for the purpose of his enquiry. On Mr.
Ribeiro informing the Court that since the claim had 40
been filed by the Osu Manche and since the judgment
of Mr. Justice Hall, the Osu Manche Dowuonah had
died and a new Mantse had not yet been elected, by
consent of counsel on each side, the Court made an

order that the acting Mantse, Peter Johnson, should be substituted for Mantse Dowuona for the purpose of carrying on this enquiry.

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"22"

According to the opening statement of Counsel for the claimant, he was the lawful son and heir of the late Dr. John Farrell Easmon who had died intestate at Cape Coast on the 8th May, 1901.

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10 The present claim was based upon a conveyance dated 28th November, 1890 executed by the late Gottlieb Alema Dowuonah, Mantse of Christiansborg, together with his elders and councillors in favour of the said John Farrell Easmon. That deed had been duly registered in the Accra Deeds Registry on the 12th December, 1890.

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The area now claimed, farmed a portion of the area embraced by that deed, which was stated to contain 105 acres.

19th December
1931.
Judgment -
continued.

20 According to Mr. Ribeiro's opening statement, he admitted that Dr. Easmon had approached the Mantse to get a piece of land for the purpose of gardening and with the consent of some of his elders he had been granted such piece of land. He submitted however that all the elders who signed this deed were illiterate, the Mankralo, who signature was essential had not signed the deed, and the elders of the four quarters of Christiansborg had also not signed the deed as required by native custom and the consideration was only respect and esteem. He submitted therefore that this did not bind the Stool and that possession had never been taken by or on behalf of Dr. Easmon. He also questioned the area and dimensions of the land conveyed by the deed. He further contended that the land conveyed by this deed was not the property of the Osu Stool at all and even if the deed had been executed by the Osu Mantse and his elders, they had no power to convey such land. The land belonged then and still belongs to the Odoi Kwao family. This land did not form a portion of the land claimed by the Osu Stool in the enquiry before Mr. Justice Hall.

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(sic)

Mr. Quist, in his opening statement, claimed that the land embraced by the deed of gift to Dr. Easmon was not attached to the Stool of the Osu Mantse and was never so attached. It was the

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property of the Odoi Kwao family. This land had originally been attached to the Ga Stool but had been granted to a predecessor of the present head of the family over 100 years ago.

In addition to hearing a considerable amount of evidence on each side, I had the opportunity of inspecting the "locus in quo" in the presence of representatives of the claimant and Opposers respectively.

I shall in the first place consider the ques-
tion of the validity of the deed upon which this
claim is based. It is a deed dated the 28th Nov-
ember, 1890 made between Gottlieb Alema Dowuonah,
King of Christiansborg, Noi Charmanyieaba and
Sapei, chiefs of Christiansborg, and Osabu, Odebai,
Chocoo, Akoi Joe and Mensah, elders of Christians-
borg acting for themselves and on behalf of the
people of Christiansborg of the one part and John
Farrell Easmon of the other part and it purports to
convey to the said John Farrell Easmon in consider-
ation of respect and esteem which they bear towards
him, all that piece or parcel of land situate at or
adjacent to that suburb of Ussher Town called
Victoriaborg in Accra District containing 105 acres
as shewn in a plan in the margin of the said deed.

I may mention that it is quite impossible to
locate the situation of this land from the plan and
the Government Surveyor who gave evidence was also
unable to do so.

On looking at the deed, it will be seen that
it was duly registered in the Accra Deeds Registry
on the 12th December, 1890 and the following certi-
ficate appears at the foot thereof.

"This Instrument was acknowledged by Godfrey
"Alema Dowuona within named to be the deed of
"Godfrey Alema Dowuona, Noi Charmanyieaba,
"Sapei, Osabu, Odebail, Chocoo, Akoi Joe and
"Mensah before me this 12th day of December in
"the year one thousand eight hundred and ninety
"at 8.30 o'clock in the forenoon.

"(Signed) Charles Bannerman,
"Registrar."

The headmen and elders of Christiansborg who
also signed this deed were apparently illiterate,

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but the following certificate appears under their respective marks.

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"22"

"Signed sealed and delivered by the within-named Gottlieb Allema Dowuonah, Noi Charmanyieaba, Sapei, Osabu, Odebai, Chocoo, Akoi Joe and Mensah before us the same having been previously read over to the said Gottlieb Allema Dowuonah, Noi Charmanyieaba, Sapei, Osabu, Odebai, Chocoo, Akoi Joe and Mensah who appeared perfectly to understand the same and made their marks thereto in the presence of

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"(Signed) C.N. Randolph
"(Signed) Joshua Amah Fio
"Goldsmith".

19th December 1931.
Judgment - continued.

The certificate of proof of execution which appears at the foot of the deed is in accordance with the provisions of section 3 of the Registration Ordinance 1883 which was in force in the Colony at the time of the execution of this deed.

20 Section 21 of that Ordinance provides "inter alia" that "every copy or extract or certificate of registering purporting to be signed by a Registrar shall be received in evidence without any further or other proof thereof unless it shall be proved that the same is a forgery in all civil cases instead of the production of the original register on record x x x "

30 I am satisfied therefore that this deed being an original deed the registration of which is not disputed, is admissible in evidence with any further proof, and is on the face of it a genuine deed.

The fact that the Mankralo or the head of each of the four quarters of Christiansborg did not sign this deed, would not in my opinion affect its validity, it having been proved that it was executed by the chief with the consent of some of his elders and councillors.

40 In the case of Bayaidoe v. Mensah, Sarbah's Fanti Customary law at p.151, it was held by the Full Court that although the concurrence of the members of the family ought to be given to constitute an unimpeachable sale of family land, the sale is not in itself void but is capable of being opened

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up at the instance of the family provided they avail themselves of their right timeously and under circumstances in which upon the rescinding of the bargain the purchaser can be fully restored to the position in which he stood before the sale.

The same principle applies in the present case, the fact that some of the elders and councillors did not take part in the signing of this deed, would not of itself make the sale void, and it is too late now to raise such an objection.

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I shall now therefore proceed to consider:-

- (1) Whether the land purporting to have been conveyed by this deed, is the identical land now claimed by the present claimants and
- (2) Whether at the time of the execution of this deed, the property purporting to have been conveyed by it was in fact the property of the Osu Stool.

The first witness called by the claimant was Mr. F.A. Renner Barrister-at-Law, who is the holder of a Power of Attorney on behalf of the claimant.

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According to his evidence, in the year 1890, he was resident in Accra. He did not then know of the existence of the deed but he was well acquainted with the late Dr. Easmon and on one or more occasions, apparently shortly after the sale, he rode with the late Dr. Easmon over the land embraced by the deed and inspected two of the pillars which had been erected on this land by Dr. Easmon.

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He further stated that during the lifetime of the late J. Hansen Sackey who died in 1926, he used to look after the late Dr. Easmon's lands in Accra including the piece of land now in dispute.

Unfortunately an attempt to call as a witness Mr. Quao Sackey a son of the late J. Hansen Sackey to give evidence as to whether this particular piece of land was included in the lands under his father's supervision was unsuccessful.

Mr. Frans Dove next gave evidence to the effect that the claimant was a lawful son of the late Dr.

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Easmon. He was aware of the fact that the late Hansen Sackey looked after all Dr. Easmon's property until the time of his death but he knew nothing about this particular piece of land. The claimant had visited Accra on two occasions, since his father's death and he had discussed with him matters relating to his late father's property in Accra. I may mention that it does not appear from the evidence before the Court that the claimant at either of these visits inspected the land now claimed by him, or was aware of the situation of such land.

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The next witness called was William George Jameson, Public Health Engineer of Accra - who plotted on the plan marked "A" the area claimed by Dr. Easmon in the present enquiry.

The next witness called was Tettey Kojo a farmer residing at Dom on the Accra-Nsawam Railway line. According to this witness the Accra side boundary of Dom lands was on Mr. Wilhelm Lutterodt's land at Kpehe. The original owner of such land being the Osu Stool.

The next witness was James Coleman the Acting Mankralo of Christiansborg who stated that he was 62 years of age.

He stated that he first heard of the conveyance when the case was before Mr. Justice Hall and on going to inspect the land then, he was shown some old pillars and Mensah said that the late Dr. Easmon had put these pillars there. He had heard the late Osu Manche speak of a gift of land 200 x 200 feet to Dr. Easmon.

He did not know however where the land was situate. This witness also stated that the custom in order to transfer Stool land belonging to the Osu Stool was for the Mantse, the Mankralo and the Klote Priest to join in the conveyance and also a representative from each of the quarters of Christiansborg to join in the conveyance.

This closed the evidence for the claimant.

For the Osu Stool, the Acting Mankralo, Jonas Coleman, was recalled and gave evidence as to a sale by the Osu Stool to Messrs. Pickering and Berthoud where the Mankralo was a party to the deed.

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The next witness called was Allotey Kwao - Linguist of the chief of Christiansborg. He stated that at the hearing of the enquiry before Mr. Justice Hall, he represented the Osu Stool. He also attended the inspection by the Court of the land in dispute and pointed out the farms belonging to the Osu people.

The land now claimed by Dr. Easmon did not form a part of the land which the Osu Stool was now claiming. The land Dr. Easmon now claims in this case is situate on Odoi Kwao's land. He knew that same land forty years ago. 10

At that time the land belong to Odoi Kwao and was not Stool property.

He did not believe that the land by Dr. Easmon (sic) as shewn on the plan Exhibit "B" was given to Dr. Easmon by the Osu Stool. He had never heard of such a gift until the late Dr. Easmon's son (the present claimant) saw the late Mantse of Christiansborg, about five or six years ago in Accra and told him that he heard his father had been given land by his predecessor Alema Dowuona. The Mantse did not point out the situation of that land as he said he did not know it. 20

When the acquisition of the land was made, he went with the Government Surveyor to inspect the land. He was present when the boundaries of Dr. Easmon's claim were pointed.

Mr. Renner represented Dr. Easmon but he could not point out Dr. Easmon's land. Odoi Kwao pointed out the pillars and from the situation of these pillars the land was plotted. 30

Originally the Osu Stool lands had a boundary with the Ga Stool lands. This boundary commenced from the land opposite the Printing Office and extended up to Kotobabi some distance from the European Hospital. This boundary did not include the land claimed by Dr. Easmon.

The next witness who gave evidence was Frank Herman Simpson, a licensed surveyor who had prepared a plan of the complete area acquired by the Government. 40

The late Osu Mantse requested him to make the plan. He also prepared a plan of the reduced area. No explanation was given him at the time when he was instructed to make the second plan, as to why this second plan should be made.

This closed the case for the first opposer.

10 The next witness called was one Adochoe who stated that she lived at Christiansborg and was a daughter of the late Odoi Kwao and was 70 years of age. She gave the history of the Odoi Kwao family the great ancestor of which family came from Akwamu to Accra prior to the Katamaneo War in 1826. He settled in Accra at the Abola quarter in Ussher Town. He then married a Ga woman by the name of Fofu and had issue a child by the name of Odoitei Shishiabo. Shishiabo was the father of Odoi Kwao the father of the present witness. After Odoi Kwao's death, Oto Kwadjo succeeded him and after his death, Ahima the present head of the Odoi Kwao family succeeded. The land claimed by Dr. Easmon formed a portion of plot of land which was acquired by Shishiabo from the Mantse of Abola, the Manche of Gbese and the Korle Priest and he was succeeded by Odoi Kwao in the inheritance of this land. She remembered having seen pillars erected on the land by the late Dr. Easmon which were broken down by members of the Odoi Kwao family and she also remembered on one occasion going with one Ahima Owoo to complain to the Mr. Edmund Bannerman about the erection of these pillars by Dr. Easmon. Since that date they had never been disturbed in the possession of this land. She had never heard of the sale by the Osu Stool to Dr. Easmon of the land now in dispute.

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40 The next witness called was Johannes Mensah Amartey who lives at Christiansborg and is another member of the Odoi Kwao family. He stated that the present head of that family was Augustina Ahima Owoo. She was a grand daughter of the late Odoi Kwao's sister. He knew the land claimed by Dr. Easmon in this Enquiry. It formed a portion of a piece of land which had been acquired by one Shishiabo, father of Odoi Kwao, from the Ga Manche six years before the Cape Coast War in 1818. Shishiabo was an Akwamu man, but his mother came from the Abole quarter. This witness was able to give the boundaries of the land which had been purchased by

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Shishiabo. At the time when Mantse Alema was alive, witness was about nineteen years of age. The land now in dispute was then under the charge of Oto Kwadjo. He was present at the inspection when Mr. Renner went to locate Dr. Easmon's land, and it was he who pointed out the boundary pillars in the presence of Mr. Renner. He remember the time when the boundary pillars were erected by Dr. Easmon. A protest was made at the time by Otoo Kwadjo who was then head of the Odoi Kwao family. Otoo Kwadjo lived on this land until his death six years after the erection of the pillars by the late Dr. Easmon.

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He was now caretaker of this land which is occupied and cultivated by several farmers who live on this land and pay rent to the head of the Odoi Kwao family. Acting on instructions received from the head of the Odoi Kwao family a letter had been written by Mr. Edmund Bannerman, solicitor to Dr. Easmon protesting against his erecting the boundary pillars and since then, he had never returned to the land. He remembered when the pillars were broken down by members of the Odoi Kwao family. Dr. Easmon had never attempted to rebuild them.

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The next witness called was Kwaku Amponsah who stated that he lived in Asere and was also a member of the Odoi Kwao family. He stated that he was about 57 years of age and knew the land now in dispute; he first knew it when he was a small boy. He was born in a village quite close to the land now in dispute, on the left side of such land. He remembered when the boundary pillars were broken down by his father. At the time when the witness's father saw these pillars being erected, he reported the matter to Ahima Owoo. He never at any time saw Dr. Easmon broken down. In the area claimed by Dr. Easmon witness's father had planted cassava trees and mango trees.

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The next witness called was Tete Kwei Molai, the acting Korle Priest. He had been so acting for the past 20 years. He was about 80 years of age. He knew the Odoi Kwao family. He did not know the piece of land now claimed by Dr. Easmon, but he knew the village at the back of the Lunatic Asylum, where Odoi Kwao and his family used to live. He knew the Odoi Kwao family lands. They had been purchased before the Glover War from his predecessor Tete Akron from Mantse Yeotey (the then Ga Manche) and from Mantse Nee Adu (Gbese Manche).

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The next witness called was Alfred Theodore Lutterodt who stated that he represented the Lomo Ansah family who owned land adjoining the land owned by the Odoi Kwao family. The eastern boundary of his land was the land owned by the Odoi Kwao family and his western boundary was the Nsawam Road. His family had acquired this land from the Ga Manche. His ancestors did not form boundary with the Osu Stool, nor did he form boundary with Wilhelm Lutterodt.

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The next witness was one Kalili a Hausa man who resided in a hut belonging to the Odoi Kwao family which is shewn to the north east of the land claimed by Dr. Easmon on the plan put in evidence as Exhibit "A". He stated that he had lived on the Odoi Kwao land for the past seven years. He had been given permission by Mensah (the witness Johannes Mensah Amartey) to live on this land and paid him a rental of 4/- per annum. He gave the names of several other Hausa men who also farmed on the same land and who paid rent to Mensah at the rate of 4/- per annum. He was now caretaker of this land and collected the rents from these farmers which he paid over to Mensah.

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This close the case for the second opposer.

At my inspection of the "locus in quo" in the presence of representatives of each of the parties concerned I inspected the six boundary pillars shewn on the plan marked "A". Only one of these pillars was practically intact, each of the whole area embraced by these boundary pillars and as far as I could gather the only cultivation I saw within this area was cassava, which appeared to grow throughout the whole area.

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The pillars were built of stone and swish and appeared to me to have been of very long standing. I inspected the site of Odoi Kwao's huts shewn to the West of the area shaded green on the plan marked "A" and claimed to be the Dr. Easmon's property and also the hut to the east of that area which is now stated to be occupied by the witness Kalilu. No farmers were found on the land at the time of my inspection, but as it was then after 5 p.m. this fact would not of itself in any way contradict the evidence of that witness.

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In my opinion, from the evidence before me, I am satisfied that the Odoi Kwao family are now in actual possession of the whole area shaded yellow on the plan marked "C" which include the overlap of 16.11 acres shewn on the plan marked "A" as claimed by Dr. Easmon.

In addition to the possession of this area it has been proved that the quarry shewn to the south of the plan marked "A" and "C" respectively was acquired by the Government from the Odoi Kwao family and the family received compensation for such quarry without protest from anybody.

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As regards the area claimed by Dr. Easmon, it is clear from the evidence of the witnesses who gave evidence on behalf of the Odoi Kwao family that the six boundary pillars now standing on the area claimed by him were actually erected by the late Dr. Easmon about forty years ago, that is about the same time as the execution of the deed marked "D" and there is also the evidence of Mr. Renner who actually rode over the area with Dr. Easmon and saw these pillars about forty years ago, but from that date apart from a general statement by Mr. Renner that the late Mr. Hansen Sackey looked after all the late Dr. Easmon's property in Accra including this land, which was not corroborated by the evidence of any other witness, there is no evidence before the Court to show that any rights of ownership or possession were claimed by or on behalf of Dr. Easmon until the claim was filed by Mr. Renner on the 12th May, 1931.

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On the other hand there is a considerable amount of evidence given on behalf of the Odoi Kwao family that the right of the late Dr. Easmon to erect these boundary pillars was disputed at the time, by the family and that since such protest possession had not been resumed by Dr. Easmon or by any one on his behalf. It is of course most unfortunate that the evidence of Mr. Quao Sackey could not have been obtained, who might have been in a position to say whether his late father had ever exercised any right of possession over the area now claimed on behalf of the late Dr. Easmon. The fact that C.H. Randolph who witnessed the execution of the deed marked "D" may have been a relative of the Odoi Kwao family does not in any way affect the case as there was no proof that he was aware of the

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situation of the land purporting to have been conveyed by this deed.

As regards the effect of this conveyance marked "D" as I have previously stated, in my opinion, it is a valid deed.

10 It is impossible to gather from the plan attached to this deed where the land embodied in this deed is situate and Mr. Jamieson the Public Health Engineer was also unable to do so: the measurements given in the said deed do not coincide exactly with the measurements of the land shaded green on the plan marked "A".

20 It is admitted by Mr. Ribeiro on behalf of the Osu Stool that a piece of land was actually given by the late Mantse Dowuonah to the late Dr. Easmon, but he contends that the area was only 200 x 200 feet, and not a large area as shown on Exhibit "D". He further contended that the late Dr. Easmon being a public officer a gift to him of this land would be invalid by reason of Colonial Regulations No. 421 which was in force at the time when the deed was executed.

I am unable to agree however with the latter contention. That regulation is only a matter of discipline and although a breach of such regulation would undoubtedly render the recipient liable to dismissal from the public service, it could not affect the legality of the gift especially when conveyed by a deed under seal.

30 After careful consideration, I find as a fact that the area shaded green on the plan marked "B" was the land conveyed to the late Dr. Easmon by the deed marked "D" I find, however, from the evidence before the Court that at the time when the Osu Mantse purported to convey this land, it was not the property of the Osu Stool but had been the property of the Odoi Kwao family for many years previously, they having acquired this land not from the Osu Stool but from the Ga Stool.

40 The claim of Dr. Easmon must therefore be dismissed and Mr. Justice Hall's finding as to the whole area claimed by the Odoi Kwao family confirmed, with costs to the Odoi Kwao family as against the claimant, but in view of the fact that Dr. Easmon's

Exhibits

"22"

Proceedings
in European
Residential
Area Acquisition.

15th September
1931 to 19th
December 1931.

19th December
1931.

Judgment -
continued.

Exhibits

"22"

Proceedings
in European
Residential
Area Acqui-
sition.

15th September
1931 to 19th
December 1931.

19th December
1931.
Judgment -
continued.

claim is based upon a deed of conveyance executed in his favour by the Osu Stool, the claimant must have his costs as against that Stool. A suggestion was made during the course of this enquiry that the fact that the Osu Stool originally claimed the whole area acquired by the Government and that they subsequently amended such claim shows that there was collusion between these two opposers. I must state however that there was no proof whatsoever of such collusion, the mere fact that the Odoi Kwao family rendered their claim in November 1929 and the amended claim on behalf of the Osu Stool was not lodged until January, 1930 appears to me to negative any such suggestion.

10

(Sgd.) W.P. Michelin, J.

Counsel:

Mr. Lokko for Mr. Renner on behalf of Dr. Easmon.

Mr. Ribeiro for the Osu Stool.

Mr. Quist for the Odoi Kwao family.

"21"

EXHIBIT "21"

20

Judgment and
Plan of
European
Residential
Area Acqui-
sition.

19th December
1931.

JUDGMENT AND PLAN OF EUROPEAN
RESIDENTIAL AREA ACQUISITION

Tendered and admitted for Odoitso Odoi Kwao, in re Numo Ayitey Cobblah vs: J.W. Armah etc. and 17 other cases.

16/2/51

(Not reproduced here; but as part of
Exhibit 22, ante)

EXHIBIT "G"DEED OF GIFT BETWEEN J.N. OKOFIO
AND P.O.M. ANTEH

Tendered and admitted for Plaintiff
in re Numo Ayitey Cobblah v. J.W.
Armah & 17 other cases. 31/1/51

Exhibits

"G"

Deed of Gift
between J.N.
Okofio and
P.O.M. Anteh.

31st July 1935.

10 THIS INDENTURE made the 31 day of July in the
Year of Our Lord One thousand Nine Hundred and
Thirty-Five (1935) Between JOSHUA NIKOI OKOFIO of
Accra in the Eastern Province of the Gold Coast
Colony (hereinafter called the Donor) of the one
part and PETER OKAI MENSAH ANTEH of Accra afore-
said (hereinafter called the Donee) of the other
part WHEREAS the Donor is seised in fee simple free
from incumbrances and possessed of and otherwise
well entitled to the hereditaments hereby intended
to be conveyed AND WHEREAS the Donor is desirous
of making a free and voluntary gift and disposition
20 of the said hereditaments and premises in favour of
the Donee for the consideration hereinafter appear-
ing NOW THIS INDENTURE WITNESSETH that in consider-
ation of the natural love esteem and affection of
the said Donor for the Donee the cousin of the said
Donor nephew of the father of the Donee deceased
and on consideration of the sum of One Pound Twelve
Shillings (£1.12/-) paid to the Dcnor by the said
Donee (the receipt whereof the Donor doth hereby
acknowledge duly witnessed) and for divers other
30 good causes and consideration the Donor on behalf
of himself doth hereby give convey grant and make
over unto the Donee his heirs executors administra-
tors and assigns ALL THAT PIECE OR PARCEL OF LAND
with Mango and Cashew trees thereon situate lying
and being at Avenor in the Accra District in the
Province aforesaid bounded on the North by Korkor
Oyeban's property measuring five hundred and twenty
feet (520) feet more or less on the South by the
property of Molai measuring four hundred and Fifty-
Seven Feet (457') more or less on the East by the
40 lorry main Road leading to Nsawam and measuring
two hundred and forty-seven feet (247') more or less
and on the West by Attah Botchweay land measuring
two hundred and ninety-four feet (294') more or less
or however otherwise the same may be bounded known
described or distinguished which said piece or
parcel of land is more particularly delineated on
the Plan hereto attached

Exhibits

(General words and "all the estate" Clause)

"G"

TO HAVE AND TO HOLD the same unto the use of the said Donee his heirs executors administrators and assigns FOREVER

Deed of Gift
between J.N.
Okofio and
P.O.M. Anteh.

(Full Covenants for Title)

31st July 1935
- continued.

IN WITNESS WHEREOF the parties hereunto set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED }
by the said JOSHUA NIKOI } (Sgd.) Joshua N. 10
OKOFIO in the presence of } Okofio (L.S.)

(sic) (Sgd.) Keta Oko Nikai

SIGNED SEALED AND/OR MARKED }
by the Members of the family }
of the late JAMES ANTEH to }
evidence their consent and }
concurrence in these pre- } (Sgd.) ? Armah (L.S.)
sents the foregoing having }
been first read over inter- } (Sgd.) T. Antie (L.S.) 20
preted and explained to them }
in the Ga language by T. } (Sgd.) M.F. Ama
Antie when they seemed per- }
fectly to understand the }
same before making their }
marks thereto in the }
presence of - }

(Sgd.) Andrews A.T. Ovoo

SIGNED SEALED AND DELIVERED }
by the said PETER OKAI } (Sgd.) P.O.M. 30
MENSAH ANTEH in the } Anteh (L.S.)
presence of - }

(Sgd.) ? Ashong Katai

Witness to mark - Nii Tetteh Kwei Molai

his
x
mark

(Sgd.) ? ?



EXHIBIT "117"

LETTER FROM PRINCIPAL ACHIMOTA COLLEGE
TO C.O. ARYEE

Tendered by J.J. Ocquaye and admitted
in re Numo A. Cobblah v. J.W. Armah
& Ors. 11/4/51.

ACHIMOTA COLLEGE
ACCRA.

30th April, 1936.

Exhibits

"117"

Letter from
Principal
Achimota
College to C.O.
Aryee.

30th April 1936.

10 Our Reference 423/9/36.

Mr. C. O. Aryee,
Gbese Mantse We,
Accra.

Dear Sir,

At the moment we do not wish to buy any more
land. Thank you very much for your kind offer.

Yours faithfully,

(Sgd.) ? ? ?
PRINCIPAL.

20

EXHIBIT "29"

INDENTURE BETWEEN ODOI KWAO FAMILY
AND RICHARD AKWEI

Tendered by Defendant and admitted
in re Numo Ayitey Cobblah vs: J.W.
Armah & Ors. 19/2/51

DEEDS REGISTRY No. 99/1937

"29"

Indenture bet-
ween Odoi Kwao
Family and
Richard Akwei.

31st October
1936.

30

THIS INDENTURE made the 31st day of October in the
year of Our Lord One Thousand Nine Hundred and
Thirty-Six (1936) Between THE NII ODOI KWAO FAMILY
of Anumasah Christiansborg Accra per its Lawful
Representative ANYETEI KWAO, JOHANNES MENSAH AMARTEI

Exhibits

"29"

Indenture between Odoi Kwao Family and Richard Akwei.

31st October
1936 -
continued

JOHN AMAH KOFI MENSAH EDMUND LAUD NIKOI O'LAI KOTÉY and ODOCHOE ODOI KWAO all of Christiansborg Accra aforesaid in the Eastern Province of the Gold Coast Colony with the knowledge concurrence and consent of the Principal Elders and Members of the NII ODOI KWAO FAMILY aforesaid whose knowledge concurrence and consent is requisite or necessary according to Native Customary Law for the valid alienation or transfer of any land or other property of the NII ODOI KWAO FAMILY aforesaid which knowledge concurrence and consent is evidenced by the signing of these presents by some such Principal Elders and members of the FAMILY aforesaid (hereinafter called the GRANTORS which expression where the context so admits shall include their successors and assigns) of the one part and RICHARD AKWEI of Accra in the Province of the Colony aforesaid (hereinafter called the GRANTEE which expression where the context so admits shall include his heirs executors administrators and assigns) of the other part WHEREAS the GRANTORS herein are seised for an Estate in fee simple in possession free from all incumbrances of and are otherwise well and truly entitled to the land hereditaments more accurately described in the Schedule hereto and intended to be hereby conveyed AND WHEREAS THE GRANTORS HAVE AGREED with the GRANTEE HEREIN for the ABSOLUTE SALE to him of the land aforesaid in fee simple in possession free from all incumbrances for the Price of TWO HUNDRED AND SIX POUNDS (206) NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of TWO HUNDRED AND SIX POUNDS (£206) paid by the GRANTEE to the GRANTORS on or before the execution hereof (the receipt whereof the GRANTORS do hereby acknowledge and from the same do release the GRANTEE) the GRANTORS for and on behalf of THE NII ODOI KWAO FAMILY aforesaid which is the Beneficial Owner DO HEREBY GRANT AND CONVEY unto the GRANTEE his heirs executors administrators and assigns ALL THAT PIECE OR PARCEL OF LAND hereinafter more accurately described in the Schedule hereto

(General words and "all the Estate" Clause)

TO HAVE AND TO HOLD THE SAID land hereby granted or expressed so to be unto and to the use of the GRANTEE his heirs executors administrators and assigns for EVER

(Full Covenants for Title)

Exhibits

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written

"29"

Indenture between Odoi Kwao Family and Richard Akwei.

SCHEDULE HEREINBEFORE REFERRED TO

31st October 1936 - continued.

10 ALL THAT PIECE OR PARCEL OF LAND SITUATE lying and being at Adabraka Accra and bounded on the North by Properties belonging to Rev. Father Quartey and Nii ODOI KWAO FAMILY measuring Four Hundred Feet (400'-0") more or less on the South by Farra Avenue and Thelma Lodge admeasuring Six hundred and fourteen feet (614'-0") more or less on the East by Property belonging to the NII ODOI KWAO FAMILY measuring Three Hundred and Twenty feet (320'-0") more or less and on the West by Property belonging to Tetteh Kojo and Lutterodt measuring Five Hundred feet (500'-0") more or less which said piece or parcel of land is more particularly described and delineated on the plan hereto attached and therein

20 edged PINK

SIGNED AND/OR MARKED SEALED)
 AND DELIVERED by the said)
 ANYETEI KWAO, JOHANNES MEN-)
 SAH, AMARTEI, JOHN AMAH)
 KOFI MENSAH, EDMUND LAUD)
 NIKOI O'LAI KOTEY and ODO-)
 CHOE ODOI KWAO for and on)
 behalf of and as the act)
 and deed of THE NII ODOI)
 30 KWAO FAMILY of Aumasah)
 Christiansborg Accra afore-)
 said the foregoing having)
 been first read over inter-)
 preted and explained by C.O.)
 Aryee in the Ga language to)
 them when they seemed per-)
 fectly to understand the)
 same before affixing their)
 signatures and or marks)
 40 thereto in the presence of:)

his
 Anyetei Kwao x L.S.
 mark

(Sgd.) J.M.Amartei "
 " J.A.Mensah "
 " E. Laud Nikoi "
 " Olai Kotey "
 " Odoichoe Odoi "
 Kwao her "
 x "
 mark

(Sgd.) V.G. ? Garshong

Witness to marks and signatures

(Sgd.) E. Laud Nikoi O'lai Kotey

Exhibits

"29"

Indenture between Odoi Kwao Family and Richard Akwei.

31st October 1936 - continued.

SIGNED AND/OR MARKED by the following Principal Elders and Members of the NII ODOI KWAO FAMILY aforesaid to evidence their knowledge concurrence and consent in these presents the foregoing having been first read over interpreted and explained by C.O. Aryee in the Ga language to them when they seemed perfectly to understand the same before affixing their signatures and/or marks thereto in the presence of :-

Nii Tetteh Kwei Molai
Ag. Korle Priest
his x mark

Nii Tetteh Kwei Onya 10
his x mark

(Sgd.) Charles Okoe Aryee

" V.S. ? Garshong

SIGNED SEALED AND DELIVERED by the said RICHARD AKWEI in the presence of:

(Sgd.) Richard Akwei L.S. 20

his
x
mark

Witness: Ayi Bonte

Witness to mark

(Sgd.) Isaac Quaynor

"30"

EXHIBIT "30"

Indenture between Odoi Kwao Family and Mary A. Laryea.

31st October 1936.

INDENTURE BETWEEN ODOI KWAO FAMILY AND MARY A. LARYEA

Tendered and admitted for Defendants in re Numo Ayitey Cobblah vs: J.W. Armah & Ors. 19/2/51

30

Deeds Registry No. 98/1937.

THIS INDENTURE made the 31st day of October in the year of Our Lord One Thousand Nine Hundred and Thirty-Six (1936) between THE NII ODOI KWAO FAMILY of Anumasah Christiansborg Accra per its lawful representatives ANYETEI KWAO, JOHANNES MENSAH

ARMATEI, JOHN AMAH KOFI MENSAH, EDMUND LAUD NIKOI O'LAI KOTEY and ODOCHOE ODOI KWAO all of Christiansborg Accra aforesaid in the Eastern Province of the Gold Coast Colony with the knowledge concurrence and consent of the Principal Elders and Members of the NII ODOI FAMILY aforesaid whose knowledge concurrence and consent is requisite or necessary according to Native Customary Law for the valid alienation or transfer of any land or other property of the NII ODOI KWAO FAMILY aforesaid which knowledge concurrence and consent is evidenced by the signing of these presents by some such Principal Elders and Members of the FAMILY aforesaid (hereinafter called the GRANTORS which expression where the context so admits shall include their successors and assigns) of the one part and Madam MARY ADJELEY LARYEA of Accra in the Province of the Colony aforesaid (hereinafter called the GRANTEE which expression where the context so admits shall include her heirs executors administrators and assigns) of the other part WHEREAS the GRANTORS herein are seised for an Estate in fee simple in possession free from all incumbrances of and are otherwise well and truly entitled to the land hereinafter more accurately described in the Schedule hereto and intended to be hereby conveyed AND WHEREAS the GRANTORS HAVE AGREED with the GRANTEE herein for the ABSOLUTE SALE to her of the land aforesaid in fee simple in possession free from all incumbrances for the Price of One Hundred and Fifty-Six pounds (£156) NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of One Hundred and Fifty-Six Pounds (£156) paid by the Grantee to the Grantors on or before the execution hereof (the receipt whereof the Grantors do hereby acknowledge and from the same do release the Grantee) the GRANTORS for and on behalf of THE NII ODOI KWAO FAMILY aforesaid which is the Beneficial Owner DO HEREBY grant AND CONVEY unto the GRANTEE her heirs executors administrators and assigns "ALL THAT PIECE OR PARCEL OF LAND" hereinafter more accurately described in the Schedule hereto

(General words and "all the Estate" Clause)

TO HAVE AND TO HOLD the said land hereby granted or expressed so to be unto and to the use of the GRANTEE her heirs executors administrators and assigns FOR EVER

Exhibits

"30"

Indenture between Odoi Kwao Family and Mary A. Laryea.

31st October 1936 - continued.

Exhibits

(Full Covenants for Title)

"30"

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written

Indenture between Odoi Kwao Family and Mary A. Laryea.

31st October 1936 - continued.

SCHEDULE HEREBEFORE REFERRED TO:

"ALL THAT PIECE OR PARCEL OF LAND situate lying and being at Lunatic Asylum near Adabraka-Accra and bounded on the North by property belonging to the GRANTORS herein measuring six hundred feet (600'.0) more or less on the South by property belonging to the GRANTORS herein measuring four hundred and thirty-two feet (432'.0) more or less on the East by Government land measuring five hundred feet (500'.0) more or less on the West by property belonging to the GRANTORS herein measuring four hundred feet (400'.0) more or less" which said piece or parcel of land is more particularly described and delineated on the plan hereto attached and therein edged Pink

10

(Executions on behalf of the Odoi Kwao Family and attestations thereof identical with those of Exhibit 29)

20

SIGNED SEALED MARKED AND DELIVERED by the said Madam MARY ADJELEY LARYEA the foregoing having been first read over interpreted and explained by C.O. Aryee in the Ga language to her when she seemed perfectly to understand the same before making her mark thereto in the presence of:

30

(Sgd.) ? ?

Witness to mark

Witness

(Sgd.) ? ?

Ayi Bonte

his
x
mark

EXHIBIT "K"

Exhibits

DEED OF GIFT BETWEEN NII TETTEH QUAYE
MOLAI AND K.G. KONUAH

"K"

Tendered and admitted for Plaintiff
in re Numo Ayitey Cobblah vs: J.W.
Armah & 17 other cases. 1/2/51

Deed of Gift
between Nii
Tetteh Quaye
Molai and K.G.
Konuah.

DEEDS REGISTRY No.778/1936

14th November
1936.

THIS INDENTURE made the 14th day of November in the
 year of Our Lord One Thousand Nine Hundred and
 10 Thirty-six (1936) Between THE KORLEWE or KORLE
 FAMILY of Gbese Ussher Town Accra per its Lawful
 Representative NII TETTEH QUAYE MOLAI, Acting Korle
 Wulomo (Priest), GEORGE ADJIN TETTEY, MARTIN
 WILLIAM JACOBSON, TETTEH QUAYE ONYAH, ARYEETAY
 OGBEKU and NII AYI BONTE all of Gbese Ussher Town
 Accra aforesaid in the Eastern Province of the Gold
 Coast (hereinafter called the Grantors which expres-
 sion where the context so admits shall include
 their successors and assigns) of the one part and
 20 KOFIE GEORGE KONUAH, JAMES ACQUAYE HALM-ADDO,
 SAMUEL NELLS AWULETEY and GODFRID NARKU ALEMA all
 also of Accra aforesaid and who together constitute
 the Board of Trustees of the Accra Academy (herein-
 after called the Grantees which expression where
 the context so admits shall include their successors
 and assigns) of the other part WHEREAS the Grantors
 are seised for an Estate in fee simple in posses-
 sion free from all incumbrances of "ALL THAT PIECE
 OR PARCEL OF LAND" hereinafter more accurately des-
 30 cribed in the schedule hereto and intended to be
 hereby conveyed AND WHEREAS at the request of the
 said Grantees the Grantors have for promotion of
 Education in the District of Accra aforesaid Agreed
 To Make a Gift of the land aforesaid unto the said
 Grantees NOW THEREFORE THIS INDENTURE WITNESSETH
 that in pursuance of the said Agreement and in con-
 sideration of the sum of One Hundred Pounds (£100)
 paid by the Grantees to the Grantors on or before
 the Execution hereof (the receipt of which sum of
 40 money the Grantors do hereby acknowledge) the said
 Grantors as Beneficial Owners DO HEREBY GRANT AND
 CONVEY unto the said Grantees "ALL THAT PIECE OR
 PARCEL OF LAND" hereinafter more accurately des-
 cribed in the schedule hereto

Exhibits

(General words and "all the estate" Clause)

"K"
 Deed of Gift
 between Nii
 Tetteh Quaye
 Molai and K.G.
 Konuah.
 14th November
 1936 -
 continued.
 (sic)

TO HAVE AND TO HOLD the said piece or parcel of land hereby granted or expressed so to be in trust for and unto the use or benefit of the Educational Institution known as The Accra Academy AND IT IS HEREBY AGREED that the Grantees as an expression of their everlasting gratitude for this GIFT WILL at every Homowo Season Pay to the Korle Wulomo (Priest) the sum of One Pound Twelve Shillings (£1.12/-) to be used for Drink to pour libation to the departed Members of Korle-We or Korle Family and Ancestors of the Grantors and that in the event of the failure by the Grantees at any time to pay the said sum of One Pound Twelve Shillings (£1.12/-) the same shall constitue a debt which shall be sued for and recovered by the Grantors if necessary but that such failure to pay the amount aforesaid shall not in any way affect this GRANT

10

(Full Covenants for Title)

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written

20

SCHEDULE HEREINBEFORE REFERRED TO:

" ALL THAT PIECE OR PARCEL OF LAND situate lying and being at North of Adabraka near Kokomlemle in the Accra District aforesaid and bounded on the North by the property belonging to the Grantors herein measuring one thousand feet (1000'0") more or less on the South by property belonging to the Grantors herein measuring one thousand feet (1000'0") more or less on the East by property belonging to the Grantors herein measuring one thousand feet (1000'0") more or less and on the West by property belonging to the Grantors herein measuring one thousand feet (1000'0") more or less" which said piece or parcel of land is more particularly described and delineated on the plan hereto attached and therein edged Red.

30

	Signed and/or marked sealed and delivered by the said Nii Tetteh Quaye Molai, George Adjin Tettey, Martin William Jacobson, Tetteh Quaye Onyah, Aryeetey Ogbeku and Nii Ayi Bonte for and on behalf of and as the act and deed of The Korle-We or Korle Family Gbese Ussher Town Accra aforesaid the foregoing having been first read over interpreted and explained by Thomas Benjamin Tettey in the Ga language to them when they seemed perfectly to understand the same before affixing their signatures and/or marks thereto in the presence of	Tetteh Quaye Molai	his x mark	<u>Exhibits</u> "K"
		(L.S.)		
		(Sgd.) G.A. Tettey	(L.S.)	Deed of Gift between Nii Tetteh Quaye Molai and K.G. Konuah.
		(Sgd.) ? Jacobson	(L.S.)	
10		Tetteh Quaye Onyah	his x mark	14th November 1936 - continued.
		(L.S.)		
	Areyetey Ogbeku	his x mark		
	(L.S.)			
	Ayi Bonte	his x mark		
	(Gbese Manche)			
20	(L.S.)			

(Sgd.) J.B. Tettey
 " ? ?
 " ? ?

S.K. Tetteh (Linguist)	his x mark	Witnesses to marks
		(Sgd.) J.B. Tettey
		" ? ?
		" ? ?

30	Signed sealed and delivered by the said Kofie George Konuah, James Acquaye Halm-Addo, Samuel Neils Awuletey and Godfrid Narku Alema for and on behalf of and as the act and deed of The Accra Academy in the presence of	(Sgd.) K.G. Konuah	(L.S.)
		(President)	
		(Sgd.) James Acquaye	(L.S.)
		Halm Addo	
		(Sgd.) G.N. Alema	(L.S.)
		(Sgd.) S.N. Awuletey	(L.S.)

Exhibits

EXHIBIT "C"

"C"

DEED OF GIFT BETWEEN NII AYI BONTE
AND E.B. OKAI

Deed of Gift
between Nii
Ayí Bonte
and E.B. Okai

Tendered and admitted for Plaintiff
in re Numo Ayitey Cobblah v. J.W.
Armah & 19 other cases. 31/1/51

10th December
1936.

THIS INDENTURE made the 10th day of December
in the year of Our Lord One thousand nine hundred
and thirty-six (1936) BETWEEN NII AYI BONTE Mantse
of Gbese, Accra in the Gold Coast Colony West
Africa with the consent of NII TETTEH KWEI MOLAI
Acting Korle Priest, ROBERT OKAI of Accra aforesaid
elders councillors and people of the Stool of Gbese
Quarter, Accra aforesaid whose assent to or concu-
rence to these presents is requisite or necessary
according to Native Customary Law which assent to
or concurrence is testified by the execution of
these presents by some of these elders and coun-
cillors (hereinafter called the Donor which expression
shall where the context so admits include his
successors on the Stool of Gbese Mantse) of the one
part AND EMMANUEL BENJAMIN OKAI and SARAH OKAI both
of Accra in the Eastern Province of the Gold Coast
Colony (hereinafter called the Donees which expres-
sion where the context so admits shall include
their heirs personal representatives and assigns)
of the other part WHEREAS the Donor has expressed
his desire of making a provision for the Donees and
WHEREAS the Donor in order to give effect to such
desire and determination has agreed with the consent
of NII TETTEH KWEI MOLAI and ROBERT OKAI his elders
and councillors and people of Gbese Quarter to
grant and convey unto the Donees the land and here-
ditaments hereinafter described in the manner here-
inafter appearing NOW THIS INDENTURE WITNESSETH
that in consideration of the mutual love and affec-
tion and goodwill that the said Donor hath for the
Donees his Stool heirs and in further consideration
of the sum of TWENTY-FIVE POUNDS (£25) to the Donor
paid by the Donees on or before the execution of
these presents (the receipt whereof the Donor doth
hereby acknowledge) and for divers other good con-
siderations the Donor being seised as Mantse of
Gbese Quarter of the hereditaments intended to be
hereby granted and conveyed doth hereby grant and
convey unto the Donees their heirs personal repre-
sentatives and assigns ALL that piece or parcel of

10

20

(sic)

30

(sic)

40

land situate lying and being at KOKOMLEMLE North-East of Adabraka, Accra and bounded on the North by Owoo's property measuring Three hundred and fifty-three feet (353'-0") more or less on the South by properties of S.A. Dsane and Anum Addy measuring Three hundred and Sixty-four feet (364'-0") more or less on the East by property of Chief Tetteh Kwamire measuring Five hundred and fifty-three feet (553'-0") more or less and on the West by Accra-Nsawam Road measuring Five hundred and Eighty-five feet (585'-0") more or less which said piece or parcel of land or howsoever the same may be bounded known described or distinguished and is delineated in the plan attached to these presents and therein coloured Pink

Exhibits

"C"

Deed of Gift between Nii Ayi Bonte and E.B.Okai

10th December 1936 - continued.

10

(General words and "all the estate" Clause)

TO HAVE AND TO HOLD the hereditaments and the premises hereby granted or expressed so to be UNTO AND TO THE USE of the Donees their heirs and assigns for ever

20

(Full Covenants for Title)

30	SIGNED MARKED SEALED AND DELIVERED) by NII AYI BONTE, Mantse of Gbese the within-named Donor after the foregoing Indenture has been read over and interpreted in the Ga language by T.B. Tettey to the said NII AYI BONTE Gbese Mantse who expressed himself perfectly to understand the same before making his mark thereto in the presence of TETTEH KWEI MOLAI the Acting Korle Priest and ROBERT OKAI and some of the principal elders and councillors and people of Gbese Quarter all of whom being present when this Indenture was interpreted in the Ga language as aforesaid and they also having expressed themselves perfectly to understand the same in the presence of:	}	Ayi Bonte	his	x
			GBESE MANTSE	mark	
			Robert Okai	his	
			Tetteh Kwei	x	
			Molai	mark	
			(Sgd.) ? ? ?		
			(Sgd.) ? ? ?		
				their	
			Tetteh Kwei		
			Onya	x	
			Aryeetey		
			Ogbreku	x	
			Commey Quao	x	
			Cofie Ankonu		
			Oblortu	x	
	marks				

30

40

(Sgd.) W.B. Attram
T.B. Tettey
W. Quarcoopome

Witness to marks:
(Sgd.) T.B. Tettey

Exhibits

"C"

Deed of Gift
between Nii
Ayi Bonte
and E.B. Okai

10th December
1936 -
continued.

SIGNED, SEALED AND DELIVERED }
by EMMANUEL BENJAMIN OKAI } Emml. B. Okai (L.S.)
and SARAH OKAI the within- }
named Donees in the presence } Sarah Okai (L.S.)
of:

T.B. Tettey

Received from EMMANUEL BENJAMIN OKAI AND SARAH OKAI
the within-named Donees the sum of TWENTY-FIVE
POUNDS (£25) being consideration money named herein.

Dated at Accra the 10th day of December, 1936.

Ayi Bonte (Gbese Manche) his
x

his
mark

Tetteh Kwei Molai

x
mark

Robert Okai

Witnesses to signatures and marks:

(Sgd.) W.B. Attram
T.B. Tettey.

10

20

On the 4th day of September, 1942, at 10.5
o'clock in the forenoon this Instrument was proved
before me by the oath of the within-named William
Benjamin Attram to have been duly executed by the
within-named Nii Ayi Bonte Nii Tetteh Kwei Molai
and Robert Okai.

Given under my hand and official seal.

Robert A. Bannerman,
REGISTRAR, DIVISIONAL COURT.

"P"

Certificate
of Purchase
in Darku
Mante v.
Tettey Q.
Molai.

16th December
1936.

EXHIBIT "P"

CERTIFICATE OF PURCHASE IN DARKU
MANTE v. TETTEH Q. MOLAI

Tendered and admitted for Plaintiff in re Numo
Ayitey Cobblah v: J.W. Armah & 18 other cases
2/2/51

CERTIFICATE OF PURCHASE

(Order 44, Rule 34 of the Courts Ordinance 1935)

30

IN THE SUPREME COURT AT VICTORIABORG, ACCRA
EASTERN PROVINCE

Exhibits

"p"

Between	{	Daku Mante,	Plaintiff
			and
		Tetteh Quaye Molai,	Defendant

Certificate
of Purchase
in Darku
Mante v.
Tettey Q.
Molai.

16th December
1936 -
continued.

10 This is to certify that J.A.G. Quaye has been declared the Purchaser of the right, title and interest of TETTEH QUAYE MOLAI in the messuages, lands and tenements hereinafter mentioned, that is to say:-

20 All that piece or parcel of land situate lying and being at Avenor, Accra and bounded on the North by the properties of E.A. Ashong and Anteh, and measuring 241 feet more or less on the South by William Yaotey's property and measuring 204 feet more or less on the East by the properties of Aku Morboh and Quartei Family and measuring 297 feet more or less and on the West by E.A. Ashong's property and the Accra-Nsawam Road and measuring 265 feet 5 inches more or less.

Which said messuages, lands and tenements were sold in execution of a decree in the above Suit by Order of this Court, dated the 8th day of April 1936.

Dated at Accra the 16th day of December, 1936.

(Sgd.) S.O. Quahsie-Idun
ACTING SHERIFF

30 I HEREBY CERTIFY that the within-named property was sold to J.A.G. Quaye on the 12th day of November, 1936, under a Writ of Fi:Fa: dated the 23rd day of May 1936, for the sum of Forty-Five Pounds Ten Shillings (£45.10/-)

(Sgd.) W. Price Jones
ACTING SHERIFF.

CERTIFIED TRUE COPY

(Sgd.) ? Lingley
ACTING SHERIFF.

Exhibits

EXHIBIT "10"

"10"

PROCEEDINGS IN TETTEH QUAYE MOLAI
v. A. KOTey AND OTHERS

Proceedings
in Tetteh
Quaye Molai
v. A. Kotey
and others.

Tendered and admitted for Defendants
in re Numo Ayitey Cobblah vs: J.W.
Armah and 18 other cases. 13/2/51

2nd February
1937 to
October 1939.

(For these proceedings
see Exhibit "54")

"54"

EXHIBIT "54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

PROCEEDINGS IN T.K. MOLAI v. ABBLAH KOTey

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Tendered and admitted for Defendant
in re Ni Ayitey Cobblah v. Armah
and Ors. 22/2/51

(sic)

2nd February
1937 to 9th
October 1942.

Civil Summons

No. 190/37

In the Tribunal of the Divisional Chief of the
Gbese Division Gold Coast

Tetteh Quaye Molai Acting Korle Priest
for himself and as representing all
other members of the Korle Webii,

Plaintiff

20

and

Abblah Kotey, Grace Kotey, Robert
Kotey and H.A. Kotey,

Defendants

TO Abblah Kotey, Grace Kotey, Robert Kotey and H.A.
Kotey Defendants.

You are hereby commanded to attend this Tri-
bunal at Gbese on Tuesday the 9th day of February
1937 at 8.30 o'clock a.m. to answer a suit by
Tetteh Quaye Molai of Accra against you.

The Plaintiff claims Against the defendants

30

that all that piece or parcel of land situate lying and being at Accra and known as Akwandoh is the property of Korle We. The Plaintiff further claims that the defendants should produce their title deed upon which they based their claim on the said land when proceedings are in progress and in default £25 damages.

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

Issued at Accra the 2nd day of February, 1937.

2nd February
1937 to 9th
October 1942
- continued.

10	Claim	£25. -.	-.
	Tribunal Fee	-.	10. -.
	Mileage and Service	-.	4. -.
		<hr/>	
		£25. 14.	-.

		his
	Ayi Bonte	x
	DIVISIONAL CHIEF	mark

Take Notice: If you do not attend, the Tribunal may give Judgment in your absence.

20 In the Tribunal of the Paramount Chief of the Ga State, Eastern Province, Gold Coast, held at Accra on Thursday the 21st day of October, 1937, before Nii Tackie Obile, Ga Mantse, (President) Nii Henry Nunoo, Ag. Abole Mantse, Councillors J.A.B. Ammah, Asafoatse Ahele, Ahele Nukpa, Tetteh Ogbu, J. Amar Boi, R.G.A. Nunoo and Linguists C.D. Addo and N.T. Ammah.

	(Tetteh Quaye Molai,	Plaintiff
Between	(v.	
	(Ablah Kotey & Ors.,	Defendants

30 The Plaintiff claims against the defendant that all that piece or parcel of land situate lying and being at Accra and known as Akwandoh is the property of Kole We. The Plaintiff further claims that the defendants should produce their title deed upon which they based their claim on the said land when proceedings are in progress and in default £25 damages.

Note - Transferred from Gbese Tribunal
Plaintiff absent. Defendants present.

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

Note - In view of the fact that no Notice has been served on Plaintiff, this case adjourned to Monday. The Plaintiff to be notified to that effect.

(Sgd.) A.Q.H.
Regr.

14th January 1938.

Parties present.

Plaintiff represented by G.A. Tettey under Section 57 of the N.A.O.

1st and 2nd defendant absent owing to infirmity.

10

3rd and 4th Defendants present.

All Defendants represented by J.S. Akoto-Lamptey, under Section 57 of the N.A.O.

1st Defendant pleads not liable.

2nd Defendant pleads not liable.

3rd Defendant pleads not liable.

4th Defendant pleads not liable.

THE PLAINTIFF sworn a.r.b. states - I am Nii Tettey Quaye Molai, a Fetish Priest residing at Accra. The land belonging to Onamrokor Korley Webii extends from Adabraka to Onyantia. It is bounded on the South by Odoi Kwao's property; on the West by Adabraka on the North by the Accra-Nsawam Road and on the East by Onyantia. Within this land, our forefathers ploughed a portion of it and named it Ako Ndoh meaning "a slave does not plough". One of our forefathers became a Wulomo at Onamrokor Korle We whose name was Numo Annan. Numo Annan married Yomo Dei according to Native Custom. When she was coming to stay with her husband, she came with her brother called Kotey and they all came and lived at Korle We. Kotey begat children whose names were Afutu, Tawiah and Abblah and Quao and Annum who are the defendants. At that time a land was not sold but was asked from an Elder who gives it out to you to plough and then after you have left, another man comes to plough it.

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About five months ago, we heard that the defendants had sold a portion of this land to Dr. W.A.C.A. Nanka Bruce. When I heard of it, I sent my representative and Kofi Osakashi to see if it was true and when they went, they found that the Defendants had readily sold 200 sq.ft. of land to Dr. W.A.C. Nanka Bruce. When my messengers saw this and reported to me, I complained of the defendant before

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the Gbese Mantse and when they came, I asked them why they should sell the land without my knowledge. They answered that they did not inform me because they had no land with me which then they were going to sell, they should inform me previously. Since I took up the duties as Acting Korle Wulomo I have not seen any custom that the defendants had been given a land. Further that I had not seen any conveyance showing that the defendants had been given a land within our land and because of this, I took action against the defendant to show what custom and authority which empowers them to sell the land without my knowledge and consent.

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

10

XXD by Defendants.

Q. What is the length of your land on the North,
A. We have not measure it. It is too big for us to measure now.

Q. Have you a paper on it showing that it is your land?

20 A. We have a paper on it given us by the late Nii Tackie Tawiah, Ga Mantse and the late Nii Okaidja, Gbese Mantse.

Q. Can you produce that Document?

A. Yes.

Q. Produce it?

Note - At this stage the Plaintiff produces a Document by the late Ga Mantse and late Gbese Mantse dated 10th September 1890 in favour of Onamroko people for identification.

30 Note - Plaintiff now states that he tenders this Document in evidence.

Defendants have no objection to its admission.

Note - A document produced by Plaintiff given to the Onamroko people by Nii Tackie Tawiah late Ga Mantse and Nii Okaidja, late Gbese Mantse; dated 10th September 1890 is admitted in evidence and marked Exhibit "A".

40

Q. Were you in Accra when we were having the case with Adjabeng Tetteh at the Gbese Tribunal in respect of this land?

A. I do not know the particular case.

Q. I mean the case heard between me and Adjabeng Tetteh in 1916 in respect of this land?

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

- A. I do not remember you have had a case with Adja-beng Tetteh in respect of a land but I remember you have had a case with him in respect of a farm.
- Q. If I would tell you that that case was not in respect of a farm but in respect of the whole land, do you deny?
- A. I deny.

Note - At this stage the defendant produced and showed to the Plaintiff a proceedings and Judgment of the Gbese Tribunal dated 5th June, 1916.

10

Note - Plaintiff states that this Judgment was in respect of a farm and not of a land.

- Q. Who is the lawyer for the Korle Webii?
- A. Formerly our lawyer was the late A.B. Quartey Papafio but at present, we have no lawyer.
- Q. If therefore he would prepare a Document on your land, would he do it with your authority?
- A. Yes we would authorised him and would sign the Document too.
- Q. Was old Dei a stranger that came to live at Korle We because of marriage?
- A. Yes. We Korle Webii are not called Dei.
- Q. At the time Numo Annan was staying with her, who was the Korle Woyo?
- A. She was Yomo Laingoye.
- Q. Do you know in particular that Yomo Dei had before been influenced by the Korle Fetish?
- A. No. She had not been influenced by it before.
- Q. Do you know that Numo Annan slept in the Fetish room with Yomo Dei?
- A. Yes she was his wife.
- Q. Have portions of the Korle land been given to some people in Accra before?
- A. Yes.
- Q. Who named the land "Akoa Ndoh"?
- A. Onamrokoh Korle Webii named it so.
- Q. Can you tell those who had tilled there before.
- A. All Onamrokor people tilled there.
- Q. And your father Numo Kotey who came and attached himself to them, also tilled there.
- Adj. to Monday.

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30

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(Intd.) A.Q.H.
Reg.

18th July 1938

Parties present

Plaintiff still on Oath.

XXtion by Defendants contd.

Q. Do you affirm that the Akwandoh land belong to the Korle Webii?

A. The Korle Webii are caretakers over it for the Ga Mantsemei.

Q. So the Korle Webii have a Solicitor who manages their affairs?

10 A. The late Lawyer Boi was our Solicitor. Nobody has been chosen since his death.

Q. So the Korle Webii are likely to hear of trespassers over the Akwandoh land?

Over-ruled by Tribunal.

Q. Do you remember that in sometime and action went before the Gbese Tribunal Afutu Kotey against Tetteh Addy in respect of the Akwandoh land?

A. Yes.

20 Q. As owner of the Akwandoh land what did you do then?

A. I did nothing. The suit was in respect of a farm.

Note - At this stage defendants tender the said Record of the Gbese Tribunal for identification.

XXtion by Defendants contd.

Q. Have you heard of the Judgment of the Gbese Tribunal?

30 A. Yes. The claim before this Tribunal is for the questioning of your authority.

Q. I put it to you that in view of this Judgment of the Gbese Tribunal, the land in dispute belongs to us?

A. At the time this case was heard, Afutu Kotey was my Linguist. He did not sell any at that time. You attempted to sell now, so I opposed.

Q. You being the owner of the Akwandoh Land, do you collect tolls in respect of that land?

40 A. No. It has not been our custom.

Q. Do you want the Tribunal to understand that you placed the present Tillers of the land on it?

A. Every body is at liberty to till, provided you do not intend to claim absolute right.

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

Q. Would you dispute me if I put it to you that I have occupied this land for about 50 years uninterrupted?

A. I could not dispute you, because your father lived with us and he did not sell any at that time.

Q. Would you dispute me if I put it to you that I have a Document executed for me by your own lawyer?

A. I would not dispute you, if this Document bore also the signatories of the accredited members of our Family.

10

Note - No more questions by Defendants.

XXd by Tribunal

Q. Do you affirm that the Korle Webii are care-takers of the Akwandoh land for the Ga Mantsemei?

A. Yes.

Q. Whenever you sold any of this land, to whom do you render account?

A. We have never been rendering accounts to anybody.

20

Q. Is this the custom?

A. I cannot answer this.

Note - At this stage it is directed that the Locus in quo be inspected.

Adjourned till 20/7/38.

(Sgd.) Tackie Obile
GA MANTSE.

IN THE TRIBUNAL OF THE PARAMOUNT CHIEF OF THE
GA STATE EASTERN PROVINCE GOLD COAST

30

Held at Accra on Friday the 21st day of April 1939,
before Nii Tackie Obile, Ga Mantse, Councillors
J.A.B. Ammah Tetteh Ogbu, Asafoatse Ahele, Ahele
Nukpa, Johnson Abbey, J. Amer Boi, R.C.D. Nunoo and
Linguist C.D. Addo.

Record taken by Ashaley Okoe.

Tettey Quaye Molai v. Ablah Kotey & Ors.

Parties present.

Note - Report of Delegates who inspected the Locus in quo read to Tribunal.

Exhibits

"54"

Note - Plaintiff states that the Atukpai Quarter is also claiming the land in dispute, and so wants a direction by the Tribunal. Suggests that present parties should co-operate and sue those trespassers and to adjourn the present case indefinitely.

Proceedings
in T.K.Molai
v. Abblah
Kotey.

Note - Defendants say they would not sue.

2nd February
1937 to 9th
October 1942
- continued.

10 Note - Plaintiff asks for adjournment to enable him to consider as to what steps he should take.

Adjourned.

(Intd.) J.R.A.O.
Regr.

3rd day of October, 1939

Parties present.

Note - Plaintiff states he has no witnesses to call.

20 1st DEFENDANT sworn a.r.b. states my name is Ablah Kotey alias Tawiah. I am old and do not do any work. I am to conduct this defence as representing myself and the other Defendants herein.

Adjourned.

(Intd) J.R.O.A.
Regr.

30 In the Tribunal of the Paramount Chief of the Ga State Eastern Province Gold Coast. Held at Accra on Saturday the 7th day of October, 1939, before Nii Tackie Obile, Ga Mantse (President) Councillors J.A.B. Ammah, Tetteh Ogbu, Asafoatse Ahele, Ahele Nukpa, Johnson Abbey, K. Amar Boi, R.G.A. Nunco and Linguist C.D. Addo.
Record taken by Ashaley Okoe.

Tetteh Quaye Molai vs: Ablah Kotey & Ors.

Parties present.

1st Defendant still on Oath contd - The Akwandoh

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

land belong to us the Kotey family. The name Ake-
wandoh means "The slave tilleth not". The land
was given the name Akwandoh by our father Kotey.
Numo Annan who was a deceased Korle Priest married
one Daye who was our Aunt. Daye was the immediate
Elder sister of our father. She herself was a
Korle Priestess. He was married in accordance
with the six cloths marriage custom. They slept
in Sanctuary (Klomotumli) in accordance with custom.
Numo Annan gifted the land in dispute to our Aunt
Daye and she in turn gifted the same land to our
father Kotey. Our father has been in an undis-
turbed possession for over 60 years. After the
death of our father, the caretakers of the land
were Afutu Kotey and Dsasen. I tender in evidence
a Declaration which was executed for us by the
Solicitor of the Korle Webii.

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Note - Plaintiff objects on the ground that it was
only a Declaration executed by a Single
individual.

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Note - Admitted by Tribunal and marked Exhibit "B".
Adjourned till Monday.

(Intd.) J.R.A.O.
Regr.

10th day of October, 1939

Parties present.

1st Defendant still on Oath conts - Further in
support of our case, we tender in evidence a certi-
fied copy of a Judgment by the Gbese Tribunal in
respect of the identical land. The parties invol-
ved were "Dsane Nukpa and others per J. Afutu Kotey
vs: Tettey Addy." The Gbese Tribunal held that the
land was the family property of the Kotey family.
We lay particular emphasis on the claim in this
suit referred to herein.

30

Note - Admitted by consent and marked Exhibit "C".

(sic)

1st Defendant conts: On the death of our father
there came a funeral debt. A meeting was conveyed
by Yomo Daye and she mentioned the amount to those
present. The total amount came to 160 Dollars
which was apportioned between the surviving children
of the deceased. Abba Kotey and her brother Afutu
Kotey shouldered payment of 80 Dollars. They could

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not pay this amount, and therefore serve as domestics under some person. Chochoe who stays at Lona secured a loan for them. We the Defendants herein also shouldered the balance of 80 Dollars, which was paid by our Uncle Odartey, from a loan he had from Chief John Quartey. In view of this, our Aunt Yomo Daye gave the Akwandoh Land now in dispute to us. Firstly our Aunt decided that she would sell it, if we could not pay. She therefore released it to us unreservedly after our payment of our father's funeral debt. After the death of Annan the Korle Priest, our Aunt acted as Korle Priestess and held the two offices. When Nii Adu also died, our Aunt acted again in office until Tettehfio was appointed to office as Korle Priest. On his death also, Annanbibio acted as Korle Wuolomo (Priest). On his death also, Ayitey Tawiah was appointed as Korle Wuolomo (Priest) who hailed from our house. During the terms of office of this man, one shameful incident occurred. He felt aggrieved that he was not given the cow-head at the Sakumo We, and therefore abdicated his Acting appointment. Tettehfio only acted for Onya who was then away to the Bights. After the abdication of Tettehfio, the present Plaintiff, Tetteh Quaye Molai came and begged the Korle Webii to be permitted to act, and keep clean the Korle We premises, in order to earn his living.

About June, 1937, information reached us that the Gbese Mantse has sold a portion of the land in dispute to one Konua, the Principal of the Accra Academy. We protested against this and wrote a letter to Mr. Konuah, which we tender for identification.

Note - Letter dated 7/1/37 identified.

Defendants cont: Konua did not reply to our letter but three weeks later, a summons was served on us from the Gbese Tribunal. We were surprised that Nii Gbese has signed a writ in respect of a land which the same Gbese Tribunal had given Judgment. We therefore applied for a transfer before the Court of the District Commissioner, and eventually our application was granted by the Court. We say with emphasis that we have been in an undisturbed possession of the land in dispute for over fifty years.

XXD by Plaintiff:

Q. Was the land in dispute gifted to Yomo Daye or your father Kotey?

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

A. I explained in my statement that it was gifted to Yomo Daye and she in turn gifted it to our father.

Q. If the statement in chief in Exhibit "C" states that the land was originally gifted to your father Kotey by Numo Annan, and you now say it was originally gifted to Yomo Daye, which of the two contradicted statements is correct.

A. The statement to the effect that the land was given to Yomo Daye is the true statement.

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(Intd.) J.R.A.O.

11th day of October, 1939

Parties present.

Defendants still on Oath contd:

XXD by Plaintiff.

Q. When this land was gifted, could you tell the remuneration given by the Donee to the Donor?

A. The custom performed was that Cash 32/- including Sheep and rum were given as consideration.

Interposed by Tribunal. Q. At that time was this the only custom observed, when the land was gifted?

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A. I do not know of an additional custom. We have stated what we were told.

Q. Were you told that the custom would not be complete unless white linen and a case of gin were added?

A. Yes.

XXtion by Plaintiff contd. Q. Did you mention in your statement the remuneration you made?

Over-ruled.

30

Q. Who were the living witnesses when the Gift was made?

A. They were Nii Ayai Perky, Nii Akrong and Tetteh Quaye and Tetteh Oyira.

Q. Was that Oyira, the son of Ayai Perky the first?

A. We do not know them. The names were only mentioned to us.

Q. Would you dispute me if I put it to you that Daye has gifted with no land at all?

A. I would dispute you.

Q. Before the land came into you father's possession who was the owner?

10 A. It was a Korle land.

Q. Would you dispute me if I put it to you that the land in dispute is a Ga Stool land and I the Korle Wuolomo am the Caretaker and that Numo Annan was not a bona fide owner?

A. I dispute you. It is a Korle land.

Q. I suggest it to you further that the land in dispute, is Stool land and the Mantsemel gave it to us as Caretakers?

A. I dispute you.

20 Q. Did any of the persons in Exhibit "A" witness your Declaration marked Exhibit "B"?

A. These witnesses are unnecessary.

(Intd.) J.R.A.O.
Regr.

20th day of October, 1939

Parties Present. Defendants still on Oath.

30 XXtion by Plaintiff conts:- Q. Do you give the Tribunal to understand that the consideration your Ancestors paid in respect of the donation supports their ownership?

A. Yes.

Q. Did you mention it in Exhibit "B" that you made certain consideration and it was on that amount that you became owners of the land in dispute?

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

Exhibits

"54"

Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

- A. It is unnecessary that the consideration should be embodied in the Declaration.
- Q. Do you remember that I lived with the late Afutu Kotey at Korle We as my Linguist, when he was alive?
- A. You did not live with him as your linguist. He was your Attorney.
- Q. You know that in everything that the Korle-Webii and the Mantsemei go, the late Afutu Kotey was usually among?
- A. Yes.
- Q. As such he could know the consideration which was usually observed when one was given a land?
- A. He knew that custom.
- Q. You have stated that you derived your Title from the Korle Webii about 60 years ago and about the year 1922 you declared your Title to the land, is it not customary that the then Korle Wuolomo, the Head of the Korle We, should witness that Declaration?
- A. It is not necessary. In legal matters that is never done.
- Q. I suggest it to you that Numo Annan has not gifted you with any Akwandoh land?
- A. I dispute you. You are only exaggerating.
- XXD by Tribunal. Q. Do you admit that you derived your title from Annan Wuolomo?
- A. Yes.
- Q. Do you base your claim to the land in dispute on Exhibit "B"?
- A. Yes.
- Q. Could you tell the dimension of the land involved in Exhibit "B"?
- A. It was not disclosed.

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30

A. How long since Wuolomo Annan gave the land to you?

Exhibits

A. It is over 65 years ago.

"54"

Q. Who were the persons of his bodyguard, who witnessed this gift?

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A. Ayai Perky, Akrong and Nii Oyiram.

Q. Could you tell the dimensions of the land actually given you prior to the execution of the Declaration?

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10 A. At the time it was gifted, only physical boundaries were given.

Q. You have now executed a Document?

A. Yes.

Q. Who met and witnessed that the land given you by Numo Annan, was the exact area, and that you should execute Exhibit "B"?

A. We the surviving children met.

20 Q. In accordance with Ga Custom, if one gifts another a property and a Document is to be executed in respect of the said gift at a later date, is it not necessary that the Donor should be present?

A. Naturally the Donor should be present.

Q. Do you know whether the land was the individual property of Numo Annan or held it as Korle Wuolomo?

A. He held it as Korle Wuolomo.

Q. At the time you were going to execute Exhibit "B" was there any Wuolomo?

30 A. No.

Note - No more questions by Tribunal.

Adjourned till 12 noon.

(Intd.) J.R.A.O.
Regr.

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Parties present.

1st Witness for the Defendants sworn on the Holy Bible states - my name is Enoch Kobblah Codjoe, a clerk residing at Accra.

XXD by Defendants. Q. Do you know the land known as Akwandoh?

A. Yes.

Q. Tell the Tribunal briefly how you came to know the land Akwandoh?

A. My father was called Atta Kojo; he was a farmer and possessed a farm on the land in dispute. He was farming on the land prior to my birth. 10

Q. How old are you?

A. I was 31st last July - When I became of age, I began to go on the land with my father. I usually visited there since his death because he possessed mango trees there.

Q. Has anybody opposed your working on that farm before since your father's death, and did your father pay tolls? 20

A. Some farmers on the land pay tolls, but my father did not. My father was the one who collects the tolls when he was alive.

Q. Do you mean to say that your father was Afutu Kotey's caretaker on the land?

A. Yes.

XXD by Plaintiff. Q. Did your father tell you of the rightful owners of the land on which he farmed?

A. Yes. He told me that the owner was Afutu Kotey. 30

Q. Did your father tell you how Afutu Kotey came to possess the land in dispute?

A. No.

Q. Would you tell me if I put it to you that the

land in dispute did not belong to Afutu Kotey,
but for the Ga Stool?

A. I would not dispute you, because Kotey was a
Native of Accra.

XXD by Tribunal. Q. Did your father tell you
whether the tolls Kotey Koteyed (?) was for
his exclusive use or for some other person?

A. I was not told that.

10 Q. As you are the successor of your father, do you
collect also the tolls as your father did?

A. I collected it once, when I found that it
would interfere with my daily work.

Note - Defence closed.

(Intd.) J.R.A.O.
Regr.

Adjourned later for Judgment.

Nii Tetteh Quaye Molai, Plaintiff

v.

Ablah Kotey & Others, Defendants.

20 Parties present.

JUDGMENT -

The Writ of Summons in the abovecase reads as
follows:-

30 "The Plaintiff claims against the defendants
"that all that piece or parcel of land situate
"lying and being at Accra and known as Akwandoh
"is the property of Korle We. The Plaintiff
"further claims that the defendant should pro-
"duce their title deed upon which they based
"their claim on the said land when proceedings
"are in progress and in default £25 damages".

The case of the Plaintiff was a somewhat con-
cise one. He stated on Oath that he is the present

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Head of the Korle We family of Accra. His predecessors in office held in custody all Ga Stool lands, and were empowered to prosecute all trespassers and all who lay an unjust claim to any portion or portions of the said land.

Until recently, it was observed that the defendants have sold a portion of the said land. This portion is a part and parcel of their track of land, which has been known and called "Akwandoh" (slave tilleth not), and the area covered by this illegal sale was something like 400 square feet. In support of the claim of the Plaintiff Exhibit "A" was tendered. 10

The Defence on the other hand contended that their Aunt who was called Yomo Daye, lived in marriage with the once Korle Priest Numo Anna. Besides this lawful relationship, the said Aunt became influenced by the Korle fetish and eventually officiated as Priestess for the Korle Fetish, thus drawing more closer her connection with the Korle We family and fetish. 20

We were told further that Yomo Daye was gifted with the land in dispute, by the then Korle Priest Numo Annan her husband, and she exercised absolute right over it, but as a primitive old lady of over 80 years ago, she was unable to make an efficient use of the land, thus it became desirable that she should gift it in turn to her brother Kotey the father of the Defendants. We were told that the said Kotey exercised every right of ownership over the land in dispute and that his possession was not only an undisputed one, but enjoyed other amenities of a landowner - i.e. the collection of tolls, the leasing of areas for farming purposes, and the prosecution of illegal claimants. Defendants further claimed that their father named the land in dispute "Akwandoh" (slave tilleth not). 30

After the death of the defendants' father, they succeeded to the land in dispute, and a Declaration was executed. This is in evidence before us and marked Exhibit "B". 40

We were told next, that a trespasser on a portion of the land in dispute was prosecuted before the Gbese Tribunal - The Record of proceedings and Judgment is before this Tribunal in evidence and

marked Exhibit "C". Defendants contended therefore that their sale of the portion referred to by the plaintiff, was not an unlawful one, because they have been in an undisturbed possession for over 60 years.

10 The only witness for the Defendants was Mr. Cobblah, who testified that his late father was a caretaker over the land in dispute for the Defendants. When his father was alive, he usually collected tolls from other persons who farm on the land in dispute, which he paid to the Defendants, and so far as he could remember, there was never one day an opposition by any person or persons.

Witness deposed that he himself, did for some-time collect tolls for Defendants but discontinued as that was interfering with his work.

Held that after considering the mass of evidence before us, the following three points be considered, namely.

- 20 (a) Whether the Writ of Summons was tenable?
- (b) Whether a gift has been made, and if so whether the area covered by Exhibit "B" was the one gifted?
- (c) Whether the facts of this case are not such as could compel this Tribunal to use its discretionary powers under section 120 of the N.A.O. 1936?

30 As concerns the Writ of Summons, it is entirely vague, as the dimension of the land claimed by the Plaintiff was not given. It was asked that the Deed upon which Defendants lay their claim should be produced and in this connection, we hold that Exhibit "B" was sufficient to satisfy this part of the claim. To say the least, the Writ of Summons was entirely vague.

40 (b) On the face of the evidence before this Tribunal we hold that a gift was made by the then Korle Priest Numo Annan to Yomo Daye his wife. If it could be assumed that no consideration was paid, by the woman in respect of this gift by her husband, that could not operate as a ground to annul the said gift, as the relationship between them was

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sufficient to serve in lieu of a consideration. But the only clue in the whole matter is whether the area of dimension covered by Exhibit "B" was the actual area gifted. There is some doubt about that possibility, because if the Korle Wuolomo had been gifting such enormous area, it could be difficult to maintain an inch of their land to date. Nevertheless some credence would have been given to Exhibit "B" if at its execution, the then Korle Priest in office were asked to attest to its genuineness.

10

(c) In view of these facts, this Tribunal holds that it should resort to the discretionary powers vested in it under Section 120 of the N.A.O. 1936, with a view to promoting amicable settlement between the parties. And in furtherance thereof, we order that the whole area of land known as "Akwan-doh" described in Exhibit "B" be equally apportioned between the Plaintiff and the Defendants herein, and boundaries accordingly demarcated, and that each party shall be the owner of the portion that shall be allotted to it. Each side is to pay its own costs.

20

(Sgd.) Tackie Obile

GA MANTSE.

Note - The demarcation is to be carried out by a delegation from this Tribunal on a date to be fixed.

(Intd.) T.O.
Ga Mantse.

30

Put in evidence by Plaintiff in re Tetteh Quaye Molai vs: Abba Kotey & Ors. admitted by consent and marked Exhibit "A".
(Intd.) A.Q.H.
Regr. G.M.T.
14/1/38.

Note -

This exhibit contains two documents. The first is the same as Exhibit "9" with the differences that (1) "Mrs. Hanson, Laye & Kate Amle" appears as "Mr. Hansen, Laye and Fake Amla"; (2) "the villages known as Ofarkor and Ashane land on

40

the east" appear as "the village known as Ofarkor and Ashane bounded on the east"; (3) "Ashong Katai" appears as "Ashong Kattia"; (4) "A?eanu Aryee" appears as "Ameanu Aryee"; (5) the words "Witnesses? (L.S.)" do not appear; (6) "King Tawiah of Accra Gold Coast" appears in a square panel as "King Tackie of Accra Gold Coast"; (7) "(L.S.) King Okaidjah Field Marshall Gbese, Ussher Town Accra, West Coast Africa" appears in a square panel as "Okaidjah Field Marshal Gbese Ussher Town".

10

The second is the same as Exhibit "9" with the differences that (1) "Mrs. Hanson" appears as "Mr. Hansen"; (2) "bounded on the west by the road leading to Ofarkor and the villages known as Ofarkor and Ashane land in the East by lands" appears as "bounded on the west by the Road leading to Ofarkor and Ashane and bounded on the East by lands"; (3) the date "10th day of September" appears as "19th day of December"; (4) "Ashong Katai" appears as "Ashong Kattai", "John Anum" as "John Annun", "A?eanu Aryee" as "Ameanu Aryee"; (5) there is no reference at the foot to King Tawiah or King Okaidjah but after the signatures of the 9 subscribers appears "Witness to mark and Interpreter. J. Jonas Hammond." followed on the next line by the "witnesses" which in Exhibit "9" precedes the references to the Kings.

20

Both documents are certified as true copies by the Registrar of the Ga Mantse's Tribunal.

30

Tendered in evidence by Defendants
in re Molai vs: Abla Kotey & Ors.,
admitted and marked Exhibit "B".

(Intd.) A. O.
Regr.
7/10/39.

Note -

This exhibit is the same as Exhibit "56" except that in this exhibit (1) "Nyanku-Mago" appears throughout as "Nyanku Mango"; (2) "Akoquandor Kwabenyan Road" in the first recital appears as "Akwandor Kwabenya Road" and in the first paragraph as "Akwandor Kwabenyan Road"; (3) "Dsani" in the third recital appears as "Dsane"; (4) "Agetebush" in the last recital appears as "Agetebushi"; (5)

40

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"Jimama Vanderpuye's" in the first paragraph appears as "Jimma Vanderpuye's"; (6) the name of the witness "Re Sumo Ataquayefio" does not appear.

Proceedings
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Exhibit "C"

Tendered by Defendant in re Molai
vs: Ablah Kotey & Ors. admitted
and marked Exhibit "C".
(Intd.) A. O.

Monday 22nd 1916.

Dsane Nukpa and others per J. Afutu 10
Kotey, .. Plaintiff

v.

Tetteh Addy, .. Defendant.

Plaintiff claim £25 damages for trespass on the
Plaintiff's property situate at Akwandoh.

x x x x

5th June, 1916.

Djarnie Nukpa and other per J. 20
Afutu Cotey, Plaintiff

v.

Tetteh Addy, Defendant.

JUDGMENT -

Plaintiff sued defendant for committing tres-
pass on their land situate at Akwandoh. Defendant
denied having committed trespass on the land. The
case was heard and plaintiffs stated their case
through James Afutu Cotey. Defendant cross exa-
mined plaintiffs. In consequence of defendant's
question the land in dispute was ordered to be
viewed by representatives of the Tribunal and from
whose report the Tribunal concluded that defendant
has indeed committed the trespass. Defendant
stated that from Okaishie to the Akwandoh hill
belongs to the people of Atukapi whom he is repre-
senting but this statement is not admitted because
his not being in unity with them. The Tribunal

30

decided that defendant has no right to the Mango and Cashew trees planted by him in the place of those which he wilfully disobeyed, but that he has right to dig up the cassada planted by him and not to replant it. Plaintiffs requested that defendant should pay rent for the land on which the Mango trees which he bought from those farming on the land are standing. In answer to this request the Tribunal suggested to the defendant to see Plaintiffs at home and to arrange with them. Both parties agreed to the suggestion.

10

Tribunal considering the whole matter came to conclusion that defendant is guilty of trespass on plaintiffs land and so councillors returned Judgment against defendant with costs.

(Items of the costs not reproduced).

(Sgd.) Ayi Bonte his
GBESE MANTSE. x
mark

(Sgd.) J.H. Adams
STOOL CLERK.

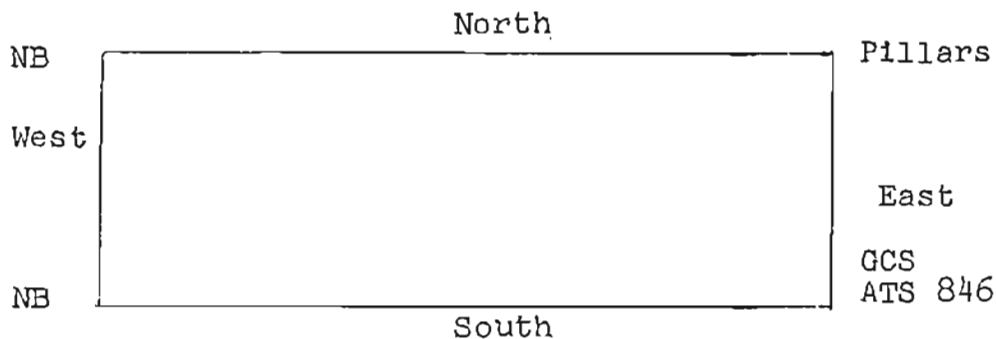
20

REPORT OF DELEGATES DEPUTED TO VIEW THE LOCUS
IN QUO IN CASE "TETTEH QUAYE MOLAI VS:
ABLAH KOTHEY & ORS."

Plaintiff described a land with a pillar on the western side marked N.B. to a pillar on the Northern side without any mark. Then to a pillar on the Eastern side with Government pillar besides marked GCS ATS 846. Then to another pillar on the southern side marked N.B. The Plaintiff stated that the land he had shown which is the subject matter of this action was what the defendants had trespassed on and is within his land. He stated that when he measured it, it was 400 square.

30

Sketch of Plaintiff's land below :-



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Proceedings
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4. That the Tribunal was wrong in its interpretation of Exhibit "B".
5. That Judgment should have been entered for the Defendants.
6. That Judgment was otherwise erroneous.

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Proceedings
in T.K.Molai
v. Abblah
Kotey.

Dated at Odiasempaba Chambers, Accra, this 6th day of December, 1939.

2nd February
1937 to 9th
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- continued.

(Sgd.) A.W. Kojo Thompson
SOLICITOR FOR DEFENDANTS.

- 10 In the Provincial Commissioner's Court, Eastern Province, held at Accra, on Saturday the 15th day of June, 1940, before His Worship Major William Richard Gosling, O.B.E., Acting Deputy Provincial Commissioner.

Tetteh Quaye Molai for himself
as representing all other members
of the Korle Webii, Plaintiff-Respondent

v.

- 20 1. Abba Kotey 2. Grace Kotey,
3. Robert Kotey & 4. H.A. Kotey, Defendants-
Appellants

J U D G M E N T

This is an Appeal from the Paramount Tribunal of the Ga State; the issue was a claim to possession of land, and the parties, Plaintiff Tetteh Quaye Molai for himself and as representing all other members of the Korle Webii, and Defendants Abblah Grace, Robert and H.A. Kotey.

- 30 The Tribunal in its judgment "holds that it should resort to the discretionary power vested in it under Section 120 Native Administration Ordinance with a view to promoting amicable settlement between the parties": it then orders the disputed land to be divided equally between them, this, however has

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Kotey.

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not promoted amicable settlement (or there would have been no appeal); nor is it recorded in the proceedings or Judgment of the Tribunal, that the settlement was agreed upon: it was in fact no settlement, but an Order.

Without going deeper into the grounds of the appeal, I refer the case back to the Tribunal to give decision on the merits of the case, settlement having failed.

Costs in this case to be taxed, to the Appellants 10
(except 1st Appellant who is dead, and is therefore struck out of the case).

(Sgd.) W.R. Gosling
Ag. Deputy Commissioner, Eastern
Province.

Accra.
15th June, 1940.

In the Tribunal of the Paramount Chief of the Ga State Eastern Province Gold Coast. Held at Accra on Friday the 29th day of November, 1940, before 20
Nii Tackie Obile, Ga Mantse (President) Councillors J.A.B. Ammah; Asafoatse Ahele, Ahele Nukpa, Johnson Abbey, J. Armar Boi and Linguist C.D. Addo.
Record taken by Ashaley Okoe.

Tetteh Quaye Molai, etc., Plaintiff

vs:

Grace Kotey & Ors., Defendants.

JUDGMENT -

On the 20th day of October, 1939, this Tribunal gave a reconciliatory Judgment in the above case. 30
An Appeal was lodged against that Judgment to the Court of the Provincial Commissioner, by the Defendants herein; and on the 15th day of June, 1940, the Court of the Provincial Commissioner remitted the case back for a decision on the merits to be given.

At this hearing, none of the parties was ready to produce fresh evidence, and so the Tribunal after

re-hearing the last evidence resolved to consider its Judgment.

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The land in dispute is admittedly Korle We Land. In the case of the Defendants, they stated that they acquired the land in dispute through their ancestor Yomo Daye, who was said to have married Numo Annan, who held office as Korle Wuolomo. The alleged Numo Annan gave away the land in dispute by way of gift to Yomo Daye.

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10 There is no evidence on record in support of an absolute gift. There is further no evidence on Record shewing the exact situation of the land in dispute, at the time the alleged gift was made. On the other hand, as late as 1922, the Defendants executed a Declaration in respect of the land in dispute. If it could be assumed that a gift was ever made, it was important that a duly authorised representative if not the Head of the Korle We Family, must be a signatory to the said Deed.

20 According to the Plaintiffs, the father of the Defendants herein was a brother of Yomo Daye, the wife of the Wuolomo Annan. In view of this marital relationship, the Korle We Family appointed him Attorney in respect of their lands. He was given a portion of the land in dispute to farm on, but there was no absolute gift made as it was and had never been the practice of every succeeding Wuolomo to gift away properties attached to the office to the family of his Wife.

30 In the opinion of this Tribunal, no absolute gift of the land in dispute was ever made to Yomo Daye or the father of the Defendants herein, and so Title to the land in dispute was still vested in the Plaintiffs.

40 As regards the amount of damages, we were satisfied that Defendants have sold portions of the land in dispute, and have used in a manner inconsistent with the desires of the Plaintiff. We allow the sum of £15 as damages in favour of the Plaintiff with costs to be taxed against the Defendants.

(Sgd.) Tackie Obile
GA MANTSE.

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Proceedings
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IN THE PROVINCIAL COMMISSIONER'S COURT
EASTERN PROVINCE KOFORIDUA

Tetteh Quaye Molai, Acting Korle Priest
for himself and as representing all
other members of the Korle Webii, Plaintiff

v.

Abblah Kotey, Grace Kotey, Robert Kotey
and H.A. Kotey, .. Defendants

GROUND'S OF APPEAL

1. That the findings of the Judgment of 29th Nov-
ember, 1940, is inconsistent with the findings
of the 20th October, 1939, in that in 1939 the
Tribunal found as a fact that a gift was made
by the Korle Priest Numo Annan to Yomo Daye his
wife. 10
2. That the land claimed by Plaintiff in the Writ
of Summons is "All that piece or parcel of land
situate lying and being at Accra and known as
Akwandaoh" which they have failed to prove as
Korle Webii land whilst Exhibit "B" shows that 20
the land Akwandaoh is the property of the
Defendants' ancestors.
3. That the Plaintiff having failed to prove his
case Judgment should have been entered for the
Defendants who conclusively proved that they
collected tolls and have been in an undisturbed
possession of the land for over 60 years which
was not contradicted by the plaintiff.
4. That upon the evidence before the Court Judgment
should have been entered for the Defendants. 30
5. That the Tribunal was interested and consequently
was biased in the Judgment.
6. That Judgment was otherwise erroneous.

Dated at Odiasempaba Chambers, Accra, this
23rd day of May, 1941.

(Sgd.) A.W. Kojo Thompson
Solicitor for Defendants.

The Registrar,
Provincial Commissioner's Court,
Koforidua. 40

And

To the above-named Plaintiff
His Agent or Solicitor, Accra.

12. 5. 42.

Exhibits

In the Provincial Commissioner's Court Eastern Province, held at Accra on Tuesday the 12th day of May, 1942, before His Worship Eric Anderson Burner, Esquire, Acting Deputy Provincial Commissioner.

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Proceedings
in T.K.Molai
v. Abblah
Kotey.

Tetteh Quaye Molai for himself
as representing all other members
of the Korle Webii, Plaintiff-Respondent

2nd February
1937 to 9th
October 1942
- continued.

v.

10 Grace Kotey, Robert Kotey
H. A. Kotey, Defendants- Appellants

This is an Appeal from the Judgment of the Ga
Paramount Tribunal dated the 29th November, 1940.

Robert Kotey
H.A. Kotey in person

Grace Kotey absent, ill and aged.

Emmanuel B. Okai representing Molai who is sick.

20 Appellants refer me to the variance in the Judgment
of 20th October, 1939 and 29th November, 1940. First
Tribunal held that a gift was made by Korle Priest
Numo Annan to Yomo Daye and in the 2nd Judgment
they found that there is no evidence on record in
support of an absolute gift.

Respondent heard. He stresses the point that all
Gas know that the land in dispute is the property
of Korle We. He adds that Defendants-Appellants
have not proved their Title.

30 By Court - I have been through this record care-
fully. I am of the opinion that the
Tribunal was of two minds as to the de-
cision to be given. There is an admit-
ted variance between the 2 finding which
have been given in this case.
The onus of proof of title rests upon the
Plaintiff in any action claiming owner-
ship or possession of lands in this case
I do not find that this onus has been
discharged - in my opinion the Plaintiff
is not entitled to Judgment. I there-
40 fore allow this appeal and non-suit the
Plaintiff-Respondent.

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Costs to be taxed allowed to the Appellants.
Tribunal below to carry out.

Proceedings
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Kotey.

(Sgd.) E.A. Burner,
Ag. Deputy Provincial Commissioner.

2nd February
1937 to 9th
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IN THE WEST AFRICAN COURT OF APPEAL

Between	{	Tetteh Quaye Molai for himself as representing all other members of the Korle Webii, Appellant	
	}	- and -	
	{	Grace Kotey, Robert Kotey and H.A. Kotey, Respondents	10

The Appellants being dissatisfied with the Judgment of the Acting Deputy Provincial Commissioner of the Eastern Province of the Gold Coast delivered on the 12th day of May, 1942 and having obtained final leave to appeal therefrom dated the 3rd day of October, 1942, hereby appeals to the West African Court of Appeal upon the grounds hereinafter set forth.

GROUND OF APPEAL

20

1. The Court was wrong in holding on the evidence that the Tribunal was of two minds as to the decision to be given by it and there was nothing in the Judgment dated the 29th day of November 1940 to support such a finding.
2. The Court was also wrong in considering any finding of the Tribunal other than that contained in the Judgment of the 29th of November, 1940 appealed from, and in holding that there was a variance in the findings of the Tribunal, having regard to the evidence before it. 30

3. As it was common ground that the land in dispute formed a portion of the land of the Korle people whom the Appellant represented, and that the said land had never been sold, the Court was wrong in holding that the onus of proof had not been discharged by the Appellant in view of the evidence that at the time of the alleged gift the custom was only to give land to plough.
- 10 4. The Tribunal did not believe the Respondent's case as the area of land alleged to have been given to those through whom the Respondents claimed and the Court was not justified in reversing the Judgment of the Tribunal of first instance and in non-suiting the Appellant without liberty to bring a fresh action.

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Proceedings
in T.K.Molai
v. Abblah
Kotey.

2nd February
1937 to 9th
October 1942
- continued.

Dated this 9th day of October, 1942.

(Sgd.) Akilagpa Sawyerr
SOLICITOR FOR APPELLANT.

ExhibitsEXHIBIT "U"

"U"

DEED OF GIFT BETWEEN TETTEH QUAYE MOLAI
AND SALIFU IBNE ABUBAKARE

Deed of Gift
between Tetteh
Quaye Molai
and Salifu
Ibne Abubakare.

Tendered by Plaintiff from the custody of
Witness for Defendant, and admitted, in re
Numo Ayitey Cobblah vs: J.W. Armah & 18
other cases. 13.2.51.

21st July 1937.

THIS INDENTURE made the 21st day of July One
Thousand Nine hundred and Thirty-seven (1937)
Between TETTEH QUAYE MOLAI Acting Korle Priest
TETTEH QUAYE ONYA and MARTIN WILLIAM JACOBSON all
of Accra Principal Members and Elders of the
Korley We (hereinafter called the DONORS which
expression where the context so admits shall
include their successors in office and assigns)
of the one part with the consent and approval of
as hereinafter appears and other of the Korley
We whose consent approval and concurrence in accor-
dance with Native Law and Custom is requisite and
necessary for the valid grant aliconation or dis-
posal of the property hereby granted and conveyed
as attested hereunder and ALAHAJI SALIFU IBNE ABU
BAKARE of Accra aforesaid (hereinafter called the
DONEE which expression where the context so admits
shall include his heirs personal representatives
and Assigns) of the other part WHEREAS the Donors
as Principal members and Elders of Korley We of
Accra aforesaid are seised in fee simple in posses-
sion free from incumbrances and are otherwise well
entitled to the hereditaments intended to be here-
by conveyed AND WHEREAS the Donors are desirous
of making such GIFT or disposition in favour of the
DONEE for services rendered AND WHEREAS the
DONORS in order to give effect to such their
desire and determination have agreed to grant and
convey unto the Donee the hereditaments hereinafter
described on payment of the sum of Twelve Pounds
 (£12) one sheep and a piece of calico by the DONEE
in manner hereinafter appearing NOW THIS INDENTURE
WITNESSETH that in pursuance of the said agreement
and in consideration of the sum of Twelve Pounds
 (£12) one sheep and a piece of calico paid and
given by the Donee to the Donors (the receipt where-
of the Donors do hereby acknowledge) for services
rendered by the Donee to the Donors and for divers
other good causes and considerations the DONORS as
owners do hereby absolutely grant and convey unto

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the Donee his heirs personal representatives and assigns ALL THAT PIECE OR PARCEL OF LAND situate lying and being at North of Farrar Avenue North East Adabraka Accra aforesaid and bounded on the North by Donor's land and measuring one hundred and eleven feet (111' .0) more or less on the South by Donor's land measuring one hundred and ten feet six inches (110' .6") more or less on the East by Donor's land measuring one hundred and eleven feet six inches (111' .6") more or less and on the West Donor's land measuring one hundred and ten feet (110' .0") more or less which said property is more particularly delineated on the plan attached to these presents

Exhibits

"U"

Deed of Gift between Tetteh Quaye Molai and Salifu Ibne Abubakare.

21st July 1937
-continued.

10

(General words and "all the estate" Clauses)

TO HAVE AND TO HOLD SAME UNTO AND TO THE USE OF THE DONEE his heirs personal representatives and assigns for ever

20

(Full Covenants for Title)

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written

30

SIGNED SEALED AND DELIVERED) his
by the within-named Donors } Tetteh Quaye Molai x
Tetteh Quaye Molai Tetteh } (L.S.) mark
Quaye Onya and Martin }
William Jacobson after the } Tetteh Quaye Onya his
foregoing Indenture had } (L.S.) x
been read over and inter- } mark
preted to them in the Ga }
Language by Ga J.O. Dinsey } Witness to marks
when they seemed perfectly } (Sgd) J.O. Dinsey
to understand the same } (Sgd) Martin William
before touching the pen and } Jacobson
making their marks hereto }
in the presence of:) (Witness) his

40

Nee Aryi Bonte x
(L.S.) mark
(Sgd) George Adjin
Tettey
S.K. Tetteh his
GBESE LINGUIST x
mark
(Sgd) Alhaji A.N.
Akibu

Exhibits

"U"

Deed of Gift
between Tetteh
Quaye Molai
and Salifu
Ibne Abubakare.

21st July 1937
-continued.

SIGNED SEALED MARKED)
AND DELIVERED by the)
within-named Donee)
Salifu Ibne Abu)
Bakare after the)
foregoing Indenture)
had been read over)
and interpreted to)
him in Hausa language)
by Alhaji A.N. Akibu)
when he seemed per-)
fectly to understand)
the same before)
touching the pen and)
making his mark here-)
to in the presence of)

Alhaji Salifu Ibne
Abu Bakare

his
x
mark

10

Witness to mark

(Sgd) Alhaji A.N. Akibu

"32"

EXHIBIT "32"

Indenture
between Odoi
Kwao Family and
A.M. Akiwumi.

2nd September
1937.

INDENTURE BETWEEN ODOI KWAO FAMILY
AND A.M. AKIWUMI

20

Tendered and admitted for Defendant
in re Numo A. Cobblah vs: J.W.Armah.
W.T.D.
20/2/51.

THIS INDENTURE made the 2nd day of September One
Thousand Nine Hundred and Thirty-seven (1937)
Between ANYINTEI KWAO JOHANNES MENSAH AMARTEI JOHN
ARMAH KOFI MENSAH ODOITSO ODOIKWAO SAMUEL CHRISTO-
PHER NORTEY and EDMUND LAUD NIKOT O'LAI KOTEY all
of Accra the Principal Members and elders of the
ODOI KWAO family on behalf of themselves and all
the members of the said ODOIKWAO FAMILY whose con-
sent is necessary for the valid sale or alienation
of the said family property as attested hereunder
by their signature and execution hereof all of
Accra in the Eastern Province of the Gold Coast
(hereinafter called the VENDORS which expression
where the context so admits shall include their
successors and assigns) of the one part And
AUGUSTUS MOLADE AKIWUMI of Accra in the aforesaid
Colony (hereinafter called the PURCHASER which
expression where the context so admits shall

30

40

Exhibits

"32"

Indenture
between Odoi
Kwao Family and
A.M. Akiwumi.

2nd September
1937 -
continued.

10 include his heirs executors administrators and
assigns) of the other part Whereas the VENDORS
are the absolute owners and seised in fee simple
in possession free from incumbrances of the here-
ditaments and premises hereinafter described and
intended to be hereby granted and Whereas the
VENDORS have agreed with the PURCHASER for the
absolute sale to him the PURCHASER for the sum of
One Hundred Pounds (£100) of the hereditaments and
premises hereby granted in fee simple in posses-
sion free from incumbrances and all family or
Tribal claims and in manner hereinafter appearing
NOW THIS INDENTURE WITNESSETH that in pursuance of
the recited Agreement and in consideration of the
sum of One Hundred Pounds (£100) paid by the
PURCHASER to the VENDORS (the receipt whereof the
VENDORS do hereby acknowledge) the VENDORS as
absolute owners do hereby grant and convey unto
the PURCHASER ALL THAT PIECE OR PARCEL OF LAND
20 situate lying and being at ODOIKWAO Dsor North of
Lunatic Asylum Accra and bounded on the North by
the property of the said ODOIKWAO FAMILY measuring
Four Hundred feet (400') more or less on the South
by the said ODOIKWAO Family property measuring Four
Hundred feet (400') more or less on the East by the
said ODOIKWAO Family property measuring Four Hun-
dred feet (400') more or less and on the West by
the said ODOIKWAO Family property measuring Four
hundred feet (400') more or less which said piece
30 or parcel of land is more particularly described
and delineated on the rough plan drawn at the foot
hereof and edged pink

(General words and "all
the estate" Clause)

TO HAVE AND TO HOLD THE SAME UNTO AND TO THE USE
OF THE PURCHASER his heirs executors administrators
and assigns for ever

(Full covenants for Title)

40 IN WITNESS WHEREOF the parties hereto have hereunto
set their hands and seals the day and year first
above written

SIGNED SEALED AND DELIVERED)		Their
by the within-named VENDORS)	Anyitei Kwao	x
ANYITEI KWAO JOHANES MENSAH)	J.M. Amartei	x
AMARTEI JOHN ARMAH KOFI)	J. Mensah	x
		marks

Exhibits

"32"

Indenture
between Odoi
Kwao Family and
A.M. Akiwumi.

2nd September
1937 -
continued.

MENSAH ODOITSO ODOIKWAO
SAMUEL CHRISTOPHER NORTEY
and EDMUND LAUD NIKOI
O'LAI KOTEY after the
foregoing had been read
over and interpreted to
them in the Ga language by
J.S. Shang when they
seemed perfectly to under-
stand the same before
touching the pen hereto in
the Presence of:

Odoitsi Odoikwao } her
 x
 mark
Sam C. Nortey
Shaudnikoi Olaikotey
Tetteh Kwei Molai x
Ag. Korle Priest
Tetteh Kwei Onya x
Tetteh marks

10

J. S. Shang

?

? (Law Clerk Accra)

SIGNED SEALED AND
DELIVERED by the within-
named PURCHASER AUGUSTUS
MOLADE AKIWUMI in the
presence of:

A.M. Akiwumi

20

? (Law Clerk Accra)

S. Shang

Witness:-

Ayi Bonte x
Gbese Mantse x

Witness to mark

Isaac ?

?



EXHIBIT "R"DEED BETWEEN JOSEPH ALLOTEY AND
ASHARFI AND ANOTHER

Tendered and admitted for Plaintiff
in re Numo Ayitey Cobblah vs: J.W.
Armah and 18 other cases.

2.2.51.

DEEDS REGISTRY NO. 224/1938.

7616/37.

Exhibits

"R"

Deed between
Joseph Allotey
and Asharfi
and another.

14th December
1937.

CERTIFIED TRUE COPY

10 A.B. Benson sic
AG. REGISTRAR OF DEEDS.
E.H. C.R. No. T178482a/d2/2/51.

20 THIS INDENTURE made the 14th day of December in the
year of Our Lord One thousand nine hundred and
thirty-seven (1937) Between JOSEPH ALLOTEY of Accra
in the Eastern Province of the Gold Coast Head and
Lawful Representative at date hereof of the Family
of the late Samuel Abotchie Dsane of Accra deceased
with the knowledge concurrence and consent of the
other members of the Family aforesaid whose know-
ledge concurrence and consent is requisite or neces-
sary according to Native Customary Law for the valid
transfer or alienation of any Land or other property
of the Family aforesaid which knowledge concurrence
and consent is evidenced by the signing of these
presents by such other Members of the Family afore-
said (hereinafter called the VENDOR which expression
where the context so admits shall include his suc-
cessors in office and also his heirs executors
30 administrators and assigns) of the one part and
ERASTUS JOHN ASHRIFIE and ADOLPHUS EMMANUEL GOGO
NAITH both of Labadi in the Accra District in the
province of the Colony aforesaid (hereinafter called
the PURCHASERS which expression where the context
so admits shall include the heirs executors admini-
strators and assigns of each and both of them) of
the other part WHEREAS the Late Samuel Abotchie
Dsane of Accra deceased being seised in free simple
40 in possession free from all incumbrances under and
by virtue of Indenture dated the 28th day of January
1919 and which is registered as No.64/1919 on page
61 to 63 of Book No.1 of 1919 of the Gold Coast
Deeds Registry DIED INTESTATE as to the said Land
and hereditaments and the same devolved upon the
VENDOR herein the Uterine Uncle and Head of the

sic

Exhibits

"R"

Deed between
Joseph Allotey
and Asharfi
and another.

14th December
1937 -
continued.

Family of the aforesaid Samuel Abotchie Dsane of Accra AND WHEREAS the VENDOR herein being seised after such devolution as aforesaid in fee simple in possession free from all incumbrances of the said land and hereditaments hath agreed with the PURCHASERS herein for the ABSOLUTE SALE AND CONVEYANCE of the same to them in fee simple in possession free from all incumbrances for the price of ONE HUNDRED AND FORTY POUNDS (£140) NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of ONE HUNDRED AND FORTY POUNDS (£140) to the said VENDOR paid by the said PURCHASERS on or before the execution hereof (the receipt whereof the Vendor doth hereby acknowledge and from the same doth release the PURCHASERS) the said VENDOR for and on behalf of the Family aforementioned which is the Beneficial Owner Doth HEREBY GIVE GRANT AND CONVEY over unto the said PURCHASERS the heirs executors administrators and assigns of each and both of them "ALL THAT PIECE OR PARCEL OF LAND situate lying and being at Farnofarh North Adabraka Accra aforesaid and bounded on the North by property belonging to R.B. Okine measuring Two hundred feet (200'-0") more or less on the South by property belonging to D.S. Quarcoopome measuring Two hundred feet (200'-0") more or less on the East by property belonging to Teiko measuring Two hundred feet (200'-0") more or less and on the West by Kibbi Road measuring Two hundred feet (200'-0") more or less" which said piece or parcel of land is more particularly delineated and shown on the Plan hereto attached and coloured PINK

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20

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(General words and "all the estate" Clause)

TO HAVE AND TO HOLD the same land and hereditaments and every part thereof unto and to the use of the said PURCHASERS the heirs executors administrators and assigns of each and both of them FOR EVER

40

(Full Covenants for Title)

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written

SIGNED SEALED MARKED AND
DELIVERED by the said)

Exhibits

"R"

Deed between
Joseph Allotey
and Asharfi
and another.

14th December
1937 -
continued.

JOSEPH ALLOTEY for and on
behalf of and as the act
and deed of the family of
the late Samuel Abotchie
Dsane the foregoing
having been first read
over interpreted and
explained by A. KOFI AHWA
in the Ga Language to him
when he seemed perfectly
to understand the same
before making his mark
thereto in the presence
of:

Joseph Allotey

his
x
mark

10

(Sgd) A. Kofi Ahwa
LAW CLERK, BOX 398, ACCRA.

(Sgd) E. Kotei-Amon
L. Kote-Ansah.

SIGNED AND/OR MARKED by
the following Members of
the Family of the Late
Samuel Abotchie Dsane to
evidence their knowledge
concurrence and consent
in these presents the
foregoing having been
read over interpreted and
explained by ----- in
the ----- language to
them when they seemed
perfectly to understand
the same before affixing
their signatures and/or
marks thereto in the
presence of:

(Sgd) Chas P. Allotey

20

30

(Sgd) A. Kofi Ahwa
Law Clerk, 398, Accra.

(Sgd) E. Kotei-Amon.
" L. Kote-Ansah.

SIGNED SEALED AND
DELIVERED by the said
ERASTUM JOHN ASHRIFIE
and ADLOPHUS EMMANUEL
GOGO NAIH in the
presence of:

(Sgd) E.J.Ashrifie L.S.
" A.E.G. Naih "
sic

40

<u>Exhibits</u>	(Sgd) A. Kofi Ahwa Law Clerk, Box 398, Accra		
"R"	" E. Kotei-Amon		
	" L. Kote-Ansah		
Deed between Joseph Allotey and Asharfi and another.	Received from Messrs. ERASTUS JOHN ASHRIFIE and ADOLPHUS EMMANUEL GOGO NAIH the within-mentioned amount of ONE HUNDRED AND FORTY POUNDS (£140).		
14th December 1937 - continued.	Dated at Accra this 14th day of December, 1937.		
	Witnesses:	Joseph Allotey	his x mark 10
	(Sgd) A. Kofi Ahwa Law Clerk, Box 398, Accra.		
	(Sgd) E. Kotei-Amon " L. Kote-Ansah	(Sgd) Chas P. Allotey " D.A. Sackar	

"5"

EXHIBIT "5"

Deed of Conveyance between Nii Tetteh Churu and Chief Abudu K. Brimah.	<u>DEED OF CONVEYANCE BETWEEN NII TETTEH CHURU AND CHIEF ABUDU K. BRIMAH</u>	
28th December 1937.	Deeds Registry No.382/1938	Tendered and admitted for Defendant in re Ayitey Cobblah vs: J.W. Armah and others. B.A 20

THIS INDENTURE made the 28th day of December One thousand nine hundred and thirty seven BETWEEN SAMUEL ADDY otherwise known as and called NEE TETTEH TSHURU Chief of Atupoai Division of Accra for himself and as Head of the family of late Nee Tetteh Tshuru of Atuopai Quarter aforesaid with the consent and concurrence of the Elders and Members of the said family whose consent and concurrence is requisite and necessary according to Native Law and Custom to the alienation of any family land of the said late Nee Tshuru which consent and concurrence is testified to by the execution of these presents by some of the principal Elders and Members of the said family (hereinafter called the Lessor which expression where the context so requires or admits shall include his heirs successors in title representatives and assigns) of the one part and CHIEF ABUDU .. KADIRI BRIMAH also

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40

of Accra in the province of the Colony aforesaid (hereinafter called the Lessee which expression where the context so requires or admits shall include his heirs personal representatives and assigns) of the other part: WITNESSETH that in pursuance of an agreement to that effect between the parties hereto and in consideration of the rents hereinafter reserved and of the covenants hereinafter contained and on the part of the
 10 Lessee to be observed and performed the Lessor doth hereby demise unto the Lessee ALL that piece or parcel of Land situate at .. Akowanndor North East of Kokomlemle Accra aforesaid and bounded on the North by Lessor's family land measuring one thousand feet (1000') more or less on the South by Lessor's family land measuring one thousand feet (1000') more or less on the East by Lessor's family land measuring two thousand feet (2000') more or less and on the West by Lessor's family land
 20 measuring two thousand feet (2000') more or less or howsoever the same may be bounded known described or distinguished the dimensions and particulars whereof are more clearly delineated and coloured pink in the plan annexed or attached to the end at the foot of these presents

(General words and "all the estate" Clause)

Exhibits

"5"

Deed of Conveyance between Nii Tetteh Churu and Chief Abudu K. Brimah.

28th December 1937 - continued.

TO HOLD the said piece or parcel of land hereditaments and premises unto the Lessee for the term of
 30 ninety nine (99) years certain computable from the
 sic 3th day of January one thousand nine hundred and
 thirty eight with option for renewal for a further term of ninety nine (99) years upon the same terms and conditions save the option for a further renewal yielding and paying therefor the following that is to say on or before the execution of these presents the Lessee has paid to the Lessor the sum of One hundred pounds (£100) as option money the receipt of which amount the Lessor doth hereby acknowledge
 40 and from the same doth hereby release the Lessee and during the said term the rent of two shillings and sixpence (2/6d) per annum AND THE LESSEE doth hereby covenant with the Lessor that he the Lessee will pay the yearly rent hereby reserved on the days and in manner hereinbefore appointed for the payment thereof and all taxes rates and charges and impositions whatsoever payable for the time being in respect of the said piece or parcel of land hereditaments and premises hereby demised or any

Exhibits

"5"

Deed of Con-
veyance between
Nii Tetteh
Churu and Chief
Abudu K. Brimah.

28th December
1937 -
continued.

part .. there AND ALSO that the Lessee will from time to time and at all time during the said term well and substantially repair maintain cleanse and in good and substantial repair keep the messuages or dwelling houses and other buildings to be erected on the said .. piece or parcel of land hereditaments and premises and the same so repaired maintained cleansed paved and kept will quietly surrender and yield up unto the Lessor on the determination of the said term PROVIDED ALWAYS that if the said yearly rent hereby .. reserved or any part thereof shall at any time be unpaid by the space of these Calendar Months after the same shall have become due .. whether the same shall have been legally demanded or not or in case of the breach by the Lessee of any of the covenants on his part herein contained then and in any such case it shall be lawful for the Lessor to re-enter into and upon the said demised piece or parcel of land hereditaments and premises or any part thereof in the name of the whole and to re-possess retain and enjoy the same as in his first or former estate PROVIDED FURTHER that if the Government of the Gold Coast or any Firm Company Corporation or individual shall in future desire to purchase or otherwise absolutely acquire any portion of the land hereby demised and for that purpose any purchase money or compensation is payable the same shall be divided in manner following that is to say two thirds of such purchase money or compensation shall be paid to the Lessor and the balance of one third shall be paid to the Lessee: IT IS LASTLY HEREBY AGREED AND DECLARED that the Lessee shall be at .. liberty to sublet the whole or any part or parts of the land ... hereditaments and premises hereby demised without first obtaining the consent of the Lessor:

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sic

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30

IN WITNESS WHEREOF the said parties have hereto set hands and seals the day and year first above written:

40

SIGNED MARKED SEALED)
AND DELIVERED by the)
SAMUEL ADDY otherwise)
known as and called)
NEE TETTEH TSHURU the)
foregoing Indenture)
having been first)
read over and inter-)
preted to him and the)

Samuel Addy alias
Nee Tetteh Tshuru

his
x
mark

50

Exhibits

"5"

Deed of Con-
veyance between
Nii Tetteh
Churu and Chief
Abudu K. Brimah.

28th December
1937 -
continued.

10 Elders of his family in)
the Ga Language by J.)
Adjeteyokai of Accra)
when they expressed)
themselves to perfectly)
understand the same)
before making their)
marks thereto in the)
presence of:)

Witness to mark

10 their
N.J. Addy x
Kojo Addy x
Joseph Addy x
Yaya Tetteh x
Tetteh Abo Addy x
E. Quarcoo Addy x
Thomas Ansah x
M.N. Ary Esq. x
marks

J. Adjeteyokai

20 SIGNED MARKED SEALED AND)
DELIVERED by the said)
CHIEF ABUDU KADIRI)
BRIMAH the foregoing)
Indenture having been)
first read over and)
interpreted to him in)
the Yoruba Language by)
Abd Kadiri Brimah of)
30 Accra when he expressed)
himself perfectly to)
understand the same)
before making his mark)
thereto in the presence)
of:)

A. K. Brimah

D.A. Thompson
Pastor

40 their
Hinadu Norin x
A.B. Finnih x
Gbedamasi Giwa x
Alufu Yusufu x
Bawa Kotokori x
marks

Witness to mark

?

ExhibitsEXHIBIT "7"

"7"

DEED OF GIFT BETWEEN NII TETTEH
CHURU AND ALHAJI S. BUNBUBAKARI

Deed of Gift
between Nii
Tetteh Churu
and Alhaji S.
Bunbubakari.

Tendered and admitted for defendants,
in re Numo Ayitey Cobblah v. J.W.
Armah & 18 other cases. 13/12/51.

7794/37

30th December
1937.

THIS INDENTURE made the 30th day of December
in the year of Our Lord One thousand nine hundred
and thirty-seven (1937) BETWEEN NEE TETTEH CHURU
Mankralo of Atukpai Ussher Town Accra in the
Eastern Province of the Gold Coast (hereinafter
called the Donor which expression shall where the
context so admits include his successors in office
and assigns) of the one part and ALIHAJI SALIFU
BUNBUBAKARI also of Accra in the Province aforesaid
(hereinafter called the Donee which expression
shall where the context so admits include his heirs
executors administrators and assigns) of the other
part WHEREAS in consideration of the natural love
and affection which the Donor hath and bears to-
wards the Donee the Donor has expressed his desire
of making provision for the Donee AND WHEREAS the
Donor in order to give effect to such desire and
determination has agreed to grant and convey unto
the Donee the land and hereditaments hereinafter
described NOW THIS INDENTURE WITNESSETH that in
consideration of the natural love affection and
goodwill that the said Donor has for the Donee and
in further consideration of the sum of One Hundred
Pounds (£100) to the Donor paid by the Donee on or
before the execution of these presents (the receipt
whereof the Donor doth hereby acknowledge and from
the same doth hereby release the Donee) and for
diverse services rendered and done by the Donee
the Donor being seised in fee simple in possession
free from incumbrances and family or tribal claims
whatsoever of the land and hereditaments hereby
granted and conveyed doth hereby grant and convey
unto the Donee his heirs executors administrators
and assigns ALL THAT PIECE OR PARCEL OF LAND
situate lying and being at East Kokomlemle known
as Akoz Ndor and bounded on the North by Nee
Tackie Yarboi's land measuring three hundred and
thirty-seven feet (337'-0") more or less on the
north-east by Tetteh Okai Addy and Tetteh Quarcoo
Addy's land measuring nine hundred and forty-one

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feet (941'-0") more or less on the south by Nee Tetteh Churu's land measuring four hundred and fifteen feet (415'-0") more or less on the east by Nee Tetteh Churu's land measuring two thousand seven hundred and sixty-seven feet (2767'-0") more or less and on the West by Nee Tetteh Churu's land measuring two thousand seven hundred seventy-six feet (2,776'-0") more or less or howsoever otherwise the same may be bounded known described or distinguished and is more particularly delineated on the plan hereto attached and therein edged Red

10

(General words and "all the estate" clause)

Exhibits

"7"

Deed of Gift between Nii Tetteh Churu and Alhaji S. Bunbubakari.

30th December 1937 - continued.

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted or expressed so to be unto and to the use of the Donee his heirs executors administrators and assigns for ever

(Full Covenants for Title)

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written

20

SIGNED MARKED SEALED AND) DELIVERED by the said NEE TETTEH CHURU the foregoing Instrument having been first read over interpreted and explained to him in the Ga language by J.A. Adjetey Okai and he seemed perfectly to understand its contents before making his mark hereto in the presence of:

Nee Tetteh Churu his (L.S.) x mark

30

J. Tettey Gbeke Kpani Botchey

their

- N.T. Addy x
- Kojo Addy x
- Yaya Tetteh x
- E.Q. Addy x
- J. Yayah Addy x
- Tetteh Obo Addy x
- Joseph Addy x
- Thomas Ansaah x
- E.T. Addy x
- Robert Nortey x
- M.T.T.Q. Aryee x

marks

40

Exhibits

"7" sic

Deed of Gift
between Nii
Tetteh Churu
and Alhaji S.
Bunbubakari.

30th December
1937 -
continued.

SIGNED MARKED SEALED AND
DELIVERED by the said
ALIGAJI SALIFU BUNBUBAKARI
the foregoing Instrument
having been first read
over interpreted and
explained to him in the
Hausa language by Alhaji
A.M. Akibu and he seemed
perfectly to understand
its contents before making
his mark thereto in the
presence of:

Alihaji Salifu
Bunbubukari
(L.S.)

his
x
mark

10

his
Alhaji Tahiru x
mark
A.haji A.M. Akibu

Witness to mark
Alhaji A.M. Akibu

"12"

EXHIBIT "12"

Page 5 of
Record of
Proceedings in
Tetteh Quaye
Molai v. Ablah
Kotey.

14th January
1938.

PAGE 5 OF RECORD OF PROCEEDINGS IN
TETTEH QUAYE MOLAI v. ABLAH KOTey

20

Tendered in evidence by Counsel for
Defendants admitted and marked Exhibit
"12" in re Numo Ayitey Cobblah v. J.S.
Armah & 18 other cases.

(Intd.) B.A.
14/2/51.

√ This extract reproduces p. 1. to p. 1.
p. 11. and p. 11. in Exhibit "10" √

EXHIBIT "108"ExhibitsCLAIM AND PROCEEDINGS IN NORTEI
ABABIO v. NII ANYETEI KWAO & ORS.

"108"

Tendered and admitted for Osu Stool
in re Numo Ayitey Cobblah v. J.W.
Armah & ors. 9.3.51.

Claim and
Proceedings in
Nortei Ababio
v. Nii Anyetei
Kwao & Ors.

IN THE OSU MANTSE'S TRIBUNAL - GA STATE
EASTERN PROVINCE G.C. COLONY.

24th January
1938.

MONDAY 24TH JANUARY, 1938.

10 PRESENT - Nee Noi Owuo II Mantse
Robert Omaboe Osiahene
E.W.N. Ababio Councillor
Odatey Papao "
Thomas Wilson "
R.C. Hammond "
A.K. Nortey "
C.A. Simpson "
C.T. Masopeh "
20 S.E. Quartey-Papafio, Registrar in atten-
dance.

Suit No.569/37.

E. Nortei Ababio, Representing
Nii Nortey Agbeti Family, Plaintiff

v.

Nee Anyetei Kwao, Odiootso Odoi Kwao
Johannes Mensah Amartei & others,
Defendants.

30 The Plaintiff's claim is against the defend-
ants jointly and severally to show cause when the
Nii Nortey Agbeti's land known as Akangetcho became
defendants' property: ii. To show cause why the
said land became Defendants' property in failure
the Plaintiff claims £50 damages.

Plaintiff present.

First and third defendants in person, second de-
fendant represented by John Amaah Mensah.

Defendants submitted application dated 17/1/38 for
an adjournment for 3 months to gather their papers

Exhibits

from the Supreme Court and from lawyer E.C. Quist.

"108"

Claim and Proceedings in Nortei Ababio v. Nii Anyetei Kwao & Ors.

Plaintiff objected to time as the defendants ought to have sought for their papers long before since action was taken in November, 1937.

Tribunal to defendants - You are allowed to two weeks adjournment to go after your documents. Costs are allowed Plaintiff and witnesses for to-day.

24th January 1938 - continued.

"42"

EXHIBIT "42"

Proceedings of the Area Tribunal in J.W. Appiah v. J.M. Amartei.

PROCEEDINGS OF THE ASERE TRIBUNAL
IN J.W. APPIAH v. J.M. AMARTEI

10

7th April to 2nd May 1938.

Tendered and admitted for Defendants in re Numo Ayitey Cobblah vs. J.W. Armah and Ors. 21/2/51.

In the Tribunal of the Divisional Chief of Asere, Kinka Division, Eastern Province - Gold Coast. Held on Thursday the 7th day of April, 1938, before Nii Asere Ayitey II, Asere Mantse; (President) with his Elders, Councillors, Captains, and Linguists.

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In attendance: E.A.M. Sackey:
Recorder.

Suit No.	{ John William Appiah,	Plaintiff
161/38.	{ v.	
	{ Johanes Mensah Amartei.	Defendant.

CLAIM: The Plaintiff claim is for "Judicial Relief" for the Tribunal to order the delivery up to the Plaintiff the Power of Attorney dated the 28th day of February, 1920 executed in favour of the Plaintiff as the first party and in respect of Odoi Kwao family lands situate at Lunatic Asylum the Defendant as the second party.

30

The Defendant pleads not liable.
Hearing adjourned for few minutes.

(Sgd) E.A.M. Sackey,
Recorder.

The Plaintiff sworn a.r.b. states: Name John William Appiah and aged man in Accra. The Plaintiff at this stage applied from the Tribunal for leave to be represented by Adu Quarmina. The Plaintiff's application for leave to be represented by Adu Quarmina granted.

Exhibits

"42"

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

7th April to
2nd May 1938
-continued.

10 The representative Adu Quarmina states on behalf of the plaintiff that Nii Odoi Kwao was the grand father of the Plaintiff maternally and paternally. In February, 1920, as people use to sell our family land which situate at Assylum without the knowledge and consent of the family, the Elders in the family namely Augustina Ahuma Owoo, Martha Randolph and my Aunt Adjele met and gave me power of Attorney investing in me the power of putting stop to the sellers of the said family lands without knowledge. I therefore made a circular letter to the whole family to collect 5/- each to assist me. Instead of the Defendant to assist me in the family lands affair by overlooking it, he the Defendant return to the circular, refusing to give his share of five shillings. To keep same as my grand father Odoi Kwao family lands. I made expences which amounted to about £225. I sold a portion of the said family land to the late Mr. Halm for two hundred pounds £200. I gave to the family £100 through the Defendant. I bought one Standard Bicycle to the value of £22 out of the balance. On December 22nd 1921, the Defendant came and asked me to borrow him the Power of Attorney to go and show it to one Mr. Quao. Since 1929, he has not returned to me the said Power of Attorney up to this present moment. What annoyed me mostly is that they have been all the while selling the said land to the people as well as to the Gold Coast Government. Five hundred pounds (£500) was first paid to the Defendant and others by the Gold Coast Government. Secondly, they sold another plot to the Government for One thousand 40 Five hundred Pounds (£1,500) without giving me a cent until I handed them over to late Lawyer Glover Aãdo and I was given a portion of the said money from the Government to the family which was £50, and only 20/- was given to my wife and children. A balance of £1,449 was left with them. As the power of Attorney had not yet been revoked but it still retains my name as caretaker of the family lands hence I sued the Defendant here claiming from him the said Power of Attorney which 50 he received from me in 1930 x.....x.....x

Exhibits

"42"

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

7th April to
2nd May 1938
-continued.

Examination by the Defendant to the Plaintiff.

Q. What is Nii Odoi Kwao to you in relation?

A. I have stated that he is my grand father both paternally and maternally.

Q. Who gave you the Power of Attorney?

A. The Power of Attorney was made to myself and you as my assistant by the people I mentioned in my statement.

Q. In 1929, from what document did you make your claim?

A. I did so by the Power invested in me by my uncle in Ga Mashi (Accra Town) and not from any other document.

10

Hearing adjourned till Monday the 11th inst.

(Sgd) E.A.M. Sackey,
Recorder.

The Plaintiff present.

The Defendant present.

Edmund Laud Nikoi Olai Kotey applied to be joined as Co-Defendant in this case under Section 66 of the Native Administration Ordinance as he is having interest in the matter at issue. His application granted and he was joined as Co-Defendant accordingly as representing the Odoi Kwao Family of Christiansborg with their knowledge and consent. The Co-Defendant is a grandson of Nii Odoi Kwao.

20

xxx examination by the Defendant continued.

Q. Do you remember sometime when the family of Christiansborg was after you with sticks with intent to assault you, you threw the Power of Attorney away and I took it?

30

A. No. You came to me in person and borrowed it from me.

Q. Who are the executors of the Power of Attorney given you?

A. They are Ahima Owoo, Martha Randolph and Madam Adjeley.

Q. Were you present when that document (Power of Attorney) was being signed by these people?

Exhibits

"42"

A. Yes I was present.

Q. Do you remember I have come to you in your house twice?

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

A. No I do not remember.

Q. Is that Power of Attorney for the family, or was made to you?

7th April to
2nd May 1938
-continued.

10

A. It was given to me, by the family upon the power invested in me by the said family whose lands I have already mentioned and you came and took it from me under false pretence.

xxx examination by the Co-Defendant to Plaintiff.

Q. Can you tell us the blood relation that lies between Odoi Kwao and you, maternally and paternally?

A. Yes. Nii Odoitei Sisiabo begat Aba Ashong: Aba Ashong begat Nah Osaduoko; Nah Osaduoko begat Adarku Owoo and who begat my father Appiah.

20

Q. Do you insist on your oath that Martha Randolph and Owoo and Adjeley gave you the Power of Attorney?

A. Yes.

Q. Are they the accredited members of the Odoi Kwao family?

A. Yes. Any by their signatures in the Power of Attorney which they gave us and which the Defendant came and borrowed it under false pretences, this being produced in evidence at the Supreme Court you succeeded to your claim of Odoi Kwao Family lands.

30

Q. It is right according to Ga Customary Law that the children of a father have the authority to grant Power of Attorney to someone when their father is still alive?

A. That I do not know.

Hearing adjourned to 2 p.m.

Exhibits

"42"

The above case resumed.
 The Plaintiff present.
 The Defendant present.

Proceedings of
 the Asere
 Tribunal in
 J.W. Appiah v.
 J.M. Amartai.

7th April to
 2nd May 1938
 -continued.

xxx examination by Co-Defendant continued:

Q. For what reason did you make expenses to the value of £200 in respect of the land of Odoi Kwao family?

A. We are not here for accounts. I only want my Power of Attorney which the Defendant extorted from me.

10

Q. Did you make any expenses in connection with the execution of the document i.e. Power of Attorney?

A. I spent money with regard to the signing and stamping of the Power of Attorney. The stamping being 10/-.

Q. Do you insist your statement on oath that the Power of Attorney was given to yourself and the Defendant?

A. Yes. I maintain it.

20

Q. Are you fighting for judgment in this case in order to get possession of the Document i.e. Power of Attorney to the benefit of Odoi Kwao family?

A. I am not bound to answer this question.

Q. If I would say that the persons whose signatures appear in the document i.e. Power of Attorney are all dead and therefore the said document becomes null and void could you deny?

A. Yes. Because the Power of Attorney has not been revoked by any of the deceased persons who invested that power in me.

30

Q. I am suggesting to you that so long as you sold a portion of said family lands to Mr. Halm, whereof you made use of the proceeds and because of that the family revoked your Power of Attorney.

A. No. I could deny your suggestion because I gave the family £100 out of the proceeds of the sale of the family lands.

Exhibits

"42"

Q. Do you know the late Hon Hutton Mills?

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

A. Yes.

Q. Do you know that the late Hon Hutton Mills deleted your name out of the Power of Attorney?

7th April to
2nd May 1938
-continued.

A. No.

10 Q. Do you remember in the year 1926 the Odoi Kwao family wrote a letter about £200 which you received from Mr. Halm for the land sold to him, and wherein you were requested to bring that £200 before them or they may take out your name from the Power of Attorney?

A. No.

Q. Could you remember that the family of Odoi Kwao deputed me and they sent me to come and call you?

20 A. Yes. I remember you came to me with a word that the family of Odoi Kwao are disputing with the Osu Mantse about land and that they wanted my assistance but I refused and I told you to tell them that I have sent you to arbitration before Nii Asere Ayitey II and if it is settled I shall come to assist you.

Q. Could you not remember that you showed to me a Power of Attorney which is still in your possession up to the present?

A. No.

30 Q. Do you insist on your oath that you have spent £250 in connection with the Odoi Kwao family lands situate at Asylum Accra.

A. Question overruled as no accounts for land is before us.

xxx examination by Tribunal to Plaintiff.

Q. Do you want us to understand that after the Power of Attorney was given to you, you engaged a

Exhibits

"42"

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

7th April to
2nd May 1938
-continued.

Surveyor to find the location of the land of
Odoi Kwao family?

A. Yes.

Q. As you were invested with that Power of Attorney
with the consent of the whole Odoi Kwao family
hence you engaged a Surveyor to survey the whole
land without any opposition by any of the Odoi
Kwao family?

A. Yes. No one oppose it and (2) I am a member of
the family.

10

Q. Therefore you mean to say as the Defendant got
possession of the Power of Attorney from you
hence they succeeded to the claim of the land
of Odoi Kwao family at the Supreme Court where-
in they were compensated with huge amount i.e.
£500 and £1,500 respectively?

A. Yes.

Cross-examination closes.

THE DEFENDANT s.a.r.b. My name is Johanes Mensah
Amartei. I am a Carpenter at X'borg Accra. The
Plaintiff is my relative. He is a maternal grand-
son of Nii Odoi Kwao deceased. In 1900 he married
my cousin. He went to Bights and came back in 1911.
The caretaker of Nii Odoi Kwao lands was then
Ofolitse Quaye. This Ofolitse Quaye became old and
infirm and he ordered me to overtook the land for
him. The whole family consented as it was the post
of my father formerly. This Nii Odoi Kwao was the
Elder to my grand mother who begat my father. My
mother was an Accra woman. Mr. Appiah went back
to the Bights in 1911 and came back in 1916. He
came from the Bights with plenty of money which he
made use of extravagantly, and his mother-in-law
told him to go with me and work in my farm on Odoi
Kwao family lands as he was then penniless. I
started going with him to the farm. He afterwards
went again to Bights and came back in 1918. The
Plaintiff was indebted to one Okai Open in Accra
and who took action against the Plaintiff in Accra
at the Osu Tribunal. He came and asked me to go
with him to Kwaku Tawiah, but it was not was not
successful. He afterwards told me that late
Philip Randolph had told him that we should be very

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sic

30

40
sic

careful for the Gbese people wanted to take possession of the Odoi Kwao family lands. We therefore went with the late Philip Randolph to Nii Gbese.

Exhibits

"42"

Hearing adjourned till Wednesday the 13th instant.

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

The Defendant present.
The Plaintiff present.

7th April to
2nd May 1938
-continued.

Defendant continues his statement -

10 We met with the Korleywebii before the Gbese Mantse and when dispersed, Nii Gbese corresponded with the Osu Mantse. Mr. Appiah the plaintiff was then asked to point out his boundaries to the Korleywebii, myself, the Plaintiff, Charles Akpana, Owula Kwao alias Nauman, Daniel Akuffo, Anyetey Kwao, Tettey Lawman and the Osu Mantse Otsame (Linguist) Nortey Nangbe and the Korleywebii who was represented by Tetteh Kwei Molai, Ashong Katai, Commey Kwao, Kofi Oblotu, Annan Bibio, Christian Boye and Ayitey Egleku met on the land and they all consented and

20 satisfied to their boundaries. These Korleywebii requested us to prepare document such as Title Deed and for them to witness it for us that the land is ours. We engaged one (now Father Kwabi) Okwabi who is also a grand son of Nii Odoi Kwao (deceased) and we went with on to the land to survey it for us. The Document (Power of Attorney) which the Plaintiff

sic sued me for, was thrown away by him when the family was after him with sticks with intent to assault him and I took it and gave to the Head of the family.

30 We had a case about the land in the Supreme Court and the Power of Attorney was given to Lawyer Quist and which is now missing.

xxx examination by the Plaintiff to the Defendant.

Q. Do you affirm your statement on oath that the Power of Attorney is in your possession?

A. Yes. I took it when you threw it away and I gave it to Anyema Owoo.

xxx examination by Tribunal to Defendant.

40 Q. At what place was the family running after the Plaintiff with intent to assault him?

Exhibits

"42"

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

7th April to
2nd May 1938
-continued.

A. At Christiansborg in Odoi Kwao's house.

Q. What brought the families provocation before they ran after him?

A. Because of the Power of Attorney which he refused to give to the families.

Q. Has this Power of Attorney to both the Plaintiff and yourself been revoked at that time?

A. Yes.

Q. If it has been revoked why did you produce it at the Supreme Court then?

10

A. Only Plaintiff's name was cancelled out of the Power of Attorney.

Q. Did you obtain judgment in that case before the Supreme Court?

A. Yes.

Q. Can you produce a document to prove that the Plaintiff's name has been deleted or cancelled out of the Power of Attorney such as an affidavit in support of the cancellation of the Plaintiff's name?

20

A. No.

Hearing adjourned to 14th instant.

The defendant present.

The plaintiff present.

xxx examination by the Tribunal to Defendant - continued.

Q. Do you know why the Plaintiff was given the Power of Attorney by the Odoi Kwao families?

A. The family gave us (Defendant and Plaintiff) the Power of Attorney as authority to overlook the land on behalf of the family.

30

Q. Are you one of the Odoi Kwao family?

A. Yes.

Q. Are you related to Nii Odoi Kwao family hence you were given the Power of Attorney to overlook the land on behalf of the family (Defendant and Plaintiff).

Exhibits

"42"

A. Yes.

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

Q. And so you together with Mr. Appiah the Plaintiff unanimously agreed and engaged a labourer who set pillars on your boundaries as pointed out to you by the plaintiff herein?

7th April to
2nd May 1938
-continued.

10 A. Yes.

Q. And so the families have power over the land known as Odoi Kwao family lands after the Plaintiff had succeeded in finding out the boundaries and setting of pillars on it?

A. Yes.

Q. Have you the Defendant any power on the land at present?

A. Yes.

20 Q. On the strength of the Power of Attorney you have right over the land.

A. Yes. I had that right since 1911.

Q. What about the Plaintiff?

A. The Plaintiff has no right over the land so far as his name is concerned.

Q. Can you produce a document to prove the cancellation of the Plaintiff's name?

A. No.

30 Q. But before you produce the said Power of Attorney to the Judge at the Supreme Court when the land was being acquired by the Government was Mr. Appiah the Plaintiff's name revoked by the family of Odoi Kwao?

A. No.

Examination of the Defendant closed.

Exhibits

"42"

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

7th April to
2nd May 1938
-continued.

The Co-Defendant s.a.r.b. states: My name is Edmund Laud Nikoilai Kotey. I am representing the Odoi Kwao family of Christiansborg and the evidence I am now going to give is from them.

Note - Before the Co-Defendant could give evidence, he was asked to give the names of the family he is representing and he gave the following names Anyetei Kwao the present Head of Nii Odoi Kwao family and Stool father Odoitso, the present Stool mother; Adokarley: John Amarh Kofi Mensah; S.C. Nartey; D. Akufo; Ata Amarh; S.N. Okrah; Nokoilai Kotey; Amasa Afutu and many others.

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xxx examination by the Tribunal to the Co-Defendant.

Q. Is there any of the people who gave the Plaintiff and the Defendant the Power of Attorney among these persons you just mentioned alive?

A. No.

At this stage, the Co-Defendant representing the Odoi Kwao family withdrew his capacity of representing the Odoi Kwao family and said he would inform Anyetei Kwao the present Head of the family to appear in person on behalf of the family.

20

The Co-Defendant having withdrawn himself, hearing of the case adjourned till the 20th instant.

The Plaintiff present.
The Defendant together with the Co-Defendant absent.

Hearing therefore adjourned till tomorrow.

The parties present.

John Amarh Mensah, one of the Odoi Kwao families appeared and asked the permission of the Tribunal to say a word or two having reference to this action and after having been granted the permission he stated that Mnetei Kwao the present Head of the Odoi Kwao family wishes the hearing of this case be discontinued as they (plaintiff and defendant) are of the same family and (2) that the Power of Attorney invested in the Plaintiff and Defendant has not yet been revoked by the families.

30

Order - The Tribunal, at this stage ordered that this case be adjourned till Wednesday the 27th instant in order that the Plaintiff might have ample chance to consider the views of the Head of the Odoi Kwao family who is Anyctei Kwao by name.

Hearing adjourned till 27th instant.

The Plaintiff and the Defendant present. Councillors at this stage retired to consultation and on their return, delivered the following Judgment.

10

See volume 1 page ___ of Judgment Record Book.

(Sgd) E.A.M. Sackey,
Recorder.

In the Tribunal of the Divisional Chief of Asere, Kinka Division Accra Eastern Province, Gold Coast. Held on Monday the 2nd day of May, 1938 before Nii Asere Ayitey II, Asere Mantse President, with his Elders, Councillors, Captains and Linguists.

In attendance: E.A.M. Sackey,
Recorder.

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Suit No.161/38.

John William Appiah, Plaintiff
v.
Johanes Mensah Amartei, Defendant.

JUDGMENT -

In this case the Plaintiff's claim, is, for Judicial Relief for the Tribunal to order for the delivery to the Plaintiff the Power of Attorney dated the 28th day of February, 1920 and executed in favour of the Plaintiff and the Defendant in respect of Odoi Kwao family lands situate at Lunatic Asylum.

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The Plaintiff states through his representative Adu Quarmina that he is one of the grandsons of the late Nii Odoi Kwao both maternally and paternally and in the year 1920, the family of the said Odoi

Exhibits

"42"

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

7th April to
2nd May 1938
-continued.

Exhibits

"42"

Proceedings of
the Asere
Tribunal in
J.W. Appiah v.
J.M. Amartei.

7th April to
2nd May 1938
-continued.

Kwao discovered that some people were unlawfully selling their lands which were left to them by their Grand father late Nii Odoi Kwao. Consequent upon this information the family appointed them (Plaintiff and Defendant) overseers of the members of the family, to do all manner of acts in respect of the said lands and to prosecute the trespassers on the said land.

That the Plaintiff, finding that the Defendant was unable to render any financial assistance, made all expenses at about £220 in connection with retaining the said lands. That in December, 1929, the Defendant had the Power of Attorney from the Plaintiff with a view to showing it to one Mr. Quao and since then the Defendant has not returned it.

10

The Defendant in his statement admitted the execution of the Power of Attorney in their favour but states that at a certain time when the family were about to assault the Plaintiff for alleged misappropriation of monies that had come to his possession as an overseer for the family, he threw the Power of Attorney away and the Defendant took it. That during the hearing of an acquisition case in the Supreme Court, for a portion of Odoi Kwao family lands by the Government, the Power of Attorney got missing and since then it has not been found. During the progress of the case before this Tribunal one Amaah Cofie alias Mensah one of the surviving members of the family, came forward and suggested a compromise on behalf of himself and the rest of the family, as he said it was true that the Power of Attorney was given to the Plaintiff but it has been missing.

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30

That as parties agreed to this suggestion, the Tribunal ordered the costs of the Plaintiff in this suit be paid by the Defendant, and that a new Power of Attorney be prepared by the present members of the family and executed in favour of the Plaintiff.

Judgment is therefore entered in terms of this order.

40

(Sgd) E.A.M. Sackey,
Recorder.

(Sgd) Nii Asere Ayitey II
Asere Mantse.

MEASUREMENT OF THE LANDExhibits

Bounded on the North by Okako	2305 ft.	"42"
Bounded on the South by Buckle's and Lathbridge's land	2718 ft.	Proceedings of the Asere Tribunal in J.W. Appiah v. J.M. Amartei.
Bounded on the West by Akwatsiri	4270 ft.	
Bounded on the East by Osu Stool Land	5663 ft.	7th April to 2nd May 1938 -continued.

EXPENSES MADE BY J.W. APPIAH ON NEE ODOI QUAO
LAND LYING AT THE BACK OF THE LUNATIC ASYLUM,
ACCRA

(Note - List of Expenses not reproduced)

SUMMARY

Total Expenses	£225. 5. 0.
Amount paid to Lawyer Glover Addo	<u>25. 0. 0.</u>
	£250. 5. 0.
Amount paid to J.W. Appiah	<u>50. 0. 0.</u>
Balance ..	<u>£200. 5. 0.</u>

ExhibitsEXHIBIT "26"

"26"

GROUND OF APPEAL IN GA MANTSE'S TRIBUNAL
IN E. NORTEI ABABIO v. NII ANYETEI KWAO

Grounds of
Appeal in Ga
Mantse's
Tribunal in
E. Nortei
Ababio v. Nii
Anyetey Kwao.

Tendered and admitted for Defendant
in re Numo A. Cobblah v. J.W. Armah
& ors. (cons.). 19/2/51.

22nd April 1938.

IN THE TRIBUNAL OF THE PARAMOUNT CHIEF OF THE GA
STATE EASTERN PROVINCE GOLD COAST.
Held at Accra on Friday the 22nd day of April 1938
before Nii Tackie Obile, Ga Mantse (President) 10
Nii Henry Nunoo, Ag. Abola Mantse, Councillors
J.A.B. Ammah, Asafoatse Aheleh, Aheleh Nukpa,
Tetteh Obu, Johnson Abbey, J. Amar Boi and Lingu-
ists N.T. Ammah and C.D. Addo.

Record taken by A.Q. Hammond, Registrar.

E. Nortei Ababio representing
Nii Nortey Agbeti Family

v.

Nii Anyetey Kwao, Odoitse Odoikwao,
Johannes Mensah Amartey & Ors. 20

Appeal from Division Tribunal of Osu

Parties present.

Note:- Mr. Edmund Laud Nikoi Olai Kotey represen-
ting Appellants.

Note:- Respondent in person.

Proceedings and Order of Tribunal below read.

Appellants Grounds of Appeal are:-

1. That the Osu Tribunal was intentionally and
apparently most partial in its Ruling which
for that matter destitute of equity and good
conscience and therefore against the weight
of evidence namely, our submissions. 30
2. That the Tribunal's higgledly-piggledly ruling
minding not our weighty submissions was to
favour the Plaintiffs whose recognised office
in Osu is fetish high Priest (Klotey Wulomo)

and whom if the land get to their possession the Stool of Osu can easily lay hand on it as Osu Stool land - a thing which they have several times sought from us but we deliberately refused.

- 10 3. That the Tribunal's Ruling was contrary to law and custom as that piece or parcel of land known as Akangnetse or Odoi Kwao Djon forming the subject matter of this action is situate lying and being at North of Guinea Lodge and being at North of Lunatic Asylum or Farrar Avenue North East Adabraka Accra District within the Jurisdiction of the Ga Mantse's and not that of the Divisional Chief of Osu.

Adj. till 6th May, 1938.

(Intd.) A.Q.H.
Regr.

See page 660.

EXHIBIT "40"

20 DEED OF CONVEYANCE BETWEEN ODOI KWAO
FAMILY AND SARAH VANDERPUYE

Tendered and admitted for Defendant
in re Numo A. Cobblah vs: J.W.
Armahand Ors. 21.2.51.

30 THIS INDENTURE made the 29th day of September One Thousand Nine Hundred and Thirty-Eight (1938) Between ANYINTEI KWAO JOHANES MENSAH AMARTEI JOHN AMARH KOFI MENSAH ODOITSO ODOIKWAO SAMUEL CHRISTOPHER NORTEY OKRAH and EDMUND LAUD NIKOI O'LAI KOTey the Principal members and elders of the Odoikwao Family on behalf of themselves and all the members of the said Odoikwao Family whose consent is necessary for the valid sale or alienation of the said family property as attested hereunder by their signatures and execution hereof all of Accra in the Eastern Province of the Gold Coast (hereinafter called the VENDORS which expression where the context so admits shall include their successors and assigns) of the one part And SARAH OYOE VANDERPUYE

Exhibits

"26"

Grounds of Appeal in Ga Mantse's Tribunal in E. Nortei Ababio v. Nii Anyetei Kwao.

22nd April 1938
-continued.

"40"

Deed of Conveyance between Odoi Kwao Family and Sarah Vanderpuye.

29th September 1938.

Exhibits

"40"

Deed of Con-
veyance between
Odoi Kwao
Family and
Sarah Vander-
puye.

29th September
1938 -
continued.

of Accra in the aforesaid Colony (hereinafter called the PURCHASER which expression where the context so admits shall include her executors administrators and assigns) of the other part Whereas the VENDORS are the absolute owners and seised in fee simple in possession free from incumbrances of the hereditaments and premises hereinafter described and intended to be hereby granted and WHEREAS the VENDORS have agreed with the PURCHASER for the absolute sale to her the PURCHASER for the sum of Sixty Pounds (£60) of the hereditaments and premises hereby granted in fee simple in possession free from incumbrances and all family or tribal claims and in manner hereinafter appearing NOW THIS INDENTURE WITNESSETH that in pursuance of the recited Agreement and in consideration of the sum of Sixty Pounds (£60) paid by the PURCHASER to the VENDORS (the receipt whereof the VENDORS do hereby acknowledge) the VENDORS as absolute owners do hereby grant and convey unto the PURCHASER ALL THAT PIECE OR PARCEL OF LAND situate lying and being at Akane-tso or Odoikwao Djor North-East Adabraka Accra and bounded on the North by Odoikwao Family (VENDORS') land measuring Two hundred feet more or less on the South by the property of Odoi-kwao Family (VENDORS') land measuring Two hundred feet more or less on the East by the property of Odoikwao Family (VENDORS') land measuring One hundred and Twenty feet more or less and on the West by the property of Odoikwao Family (VENDORS') land and measuring One hundred and Twenty feet more or less which said piece or parcel of land is more particularly described and delineated on the rough plan drawn at the foot hereof and edged Pink

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(General words and "all the estate" Clause)

TO HAVE AND TO HOLD THE SAME UNTO AND TO THE USE OF THE PURCHASER her heirs executors administrators and assigns for ever

(Full covenants for Title)

40

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written

		<u>Exhibits</u>		
	SIGNED SEALED and DELIVERED by the said ANYINTEI KWAO JOHANES MENSAH AMARTEI JOHN ARMAH KOFI MENSAH ODOITSO ODOIKWAO SAMUEL CHRISTOPHER NORTEY OKRA and EDMUND LAUD NIKOI O'LAI KOTTEY After the foregoing had been read over and interpreted to ANYINTEI KWAO & ODOITSO ODOIKWAO in the Ga language by Julius Quao Akrong Aikins when they seemed perfectly to understand the same before making their marks hereto in the presence of:-	} } Anyintei Kwao } J.M. Amartei } John Armah Kofi } Mensah } Odoitso Odoi- } kwao } Samuel Christo- } pher Nortey } E. Laud Nikoi O'Lai	his x mark their x x x x marks	"40" Deed of Con- veyance between Odoi Kwao Family and Sarah Vander- puye. 29th September 1938 - continued.
10				
20	Nee Tetteh Kwei Molai (Ag. Korle Priest) Tetteh Kwei Onya Jonas Kotei Neequaye Ayi Bonte Gbese Manche ? ?	} } their } x } x } marks } his } x } mark		
30				
	George Adjin Tettey.			
40	SIGNED SEALED and DELIVERED by the said SARAH OYOE VANDERPUYE After the foregoing had been read over and interpreted to her in the Ga Language by Julius Quao Akrong Aikins when she seemed perfectly to understand the same before making her mark hereto in the presence of:-	} } Sara Oyoe } Vanderpuye	her x mark	
50	Robert Annan Koetei Essie Dede Odonko Julius Q.A. Akrong	} } his } x } mark } her } x } mark		

Exhibits

"13"

Proceedings of
the Ga Native
Court in
Taylor v. Nii
T. Churu.

22nd September
to 8th December
1938.

EXHIBIT "13"

PROCEEDINGS OF THE GA NATIVE COURT
IN TAYLOR v. NII T. CHURU

Tendered and admitted for Defendants
in re Numo Ayitey Cobblah vs: J.W.
Armah & 18 other cases. 14/2/51.

IN THE TRIBUNAL OF THE PARAMOUNT CHIEF OF THE GA
STATE - EASTERN PROVINCE - GOLD COAST.

Held at Accra on Thursday the 22nd day of September
1938 before Nii Tackie Obile, Ga Mantse, (President) 10
Nii Henry Nunoo, Ag. Abola Mantse, Councillors
J.A.B. Ammah, Tetteh Ogbu, Asafoatse Ahele, Ahele
Nukpa, Johnson Abbey, J. Amar Boi and Linguists
N.T. Ammah and C.D. Addo.

Record taken by Ashalley Okoe.

Suit No.659/38.

Theo Taylor & Wm. Botchway
Marbell Plaintiffs

versus

Nii Tetteh Churu alias 20
Adjabeng Tetteh, Kofi Akoto
Addytse Kojo, Addy, Kwaku
Peo & Tetteh Asha .. Defendants.

The Plaintiffs' claim from the Defendants the
sum of £100 damages for trespass committed by the
Defendants on the Plaintiffs' land commonly known
and called "Marbell's land" situate, lying and
being at Agotin, near Avenor, Accra. The trespass
complained of being the Defendants without the con-
sent of the Plaintiffs unlawfully entered into the 30
land above described and put thereon customary
Injunction ("Bleo") restraining the 1st Plaintiff's
workmen from completing the erection of his build-
ding.

Parties present.

Defendants plead not liable.

The 2nd Plaintiff applies that the Tribunal do
allow the above case to be referred to Nii Owoo

for arbitration and amicable settlement.

Mr. Taylor disagrees.

1st Defendant speaking in behalf of the other Defendants said they agree but will return if dissatisfied with the decision there.

By Trib: - This case is adjourned till to-day week in the meantime this case is referred to arbitration before Nii Owoo.

(Intd.) J.R.A.O.
Rec.

14th day of October, 1938.

Plaintiff present.

1st, 3rd, 5th and 6th Defendants present. 2nd Plaintiff absent.

Note - 1st Defendant states that he is appearing for himself and on behalf of 2nd and 4th Defendants owing to their indisposition.

Adj. later for the 2nd Plaintiff to appear.

See next page.

Parties present.

Note - The Plaintiffs state that they are to give their statements separately.

The 1st Plaintiff sworn on Bible states:-

I am Theodore Taylor, a merchant residing at Accra.

Adj. to ten minutes.

3rd day of November, 1938.

Parties present.

Note: 2nd Plaintiff states that he realises and admits that he stole the land and sold it to the 1st Plaintiff. Mr. Taylor also states that in the circumstances he is prepared to abide by whatever ameliorative measures the Tribunal may deem necessary.

Note - Defendants agree that they are in a position to accept the £70 agreed upon at the arbitration before Nii Owoo and would be prepared to make a considerable reduction as the case is now before the Tribunal.

Exhibits

"13"

Proceedings of the Ga Native Court in Taylor v. Nii T. Churu.

22nd September to 8th December 1938 - continued.

10

20

30

<u>Exhibits</u>	<u>Note</u> - Tribunal asks for the reduction.	
"13"	<u>Note</u> - Defendants are prepared to accept £60 and to leave the land for 1st Plaintiff's use.	
Proceedings of the Ga. Native Court in Taylor v. Nii T. Churu.	<u>Note</u> - Tribunal directs Mr. Taylor to pay £20.	
22nd September to 8th December 1938 - continued.	<u>Note</u> - 2nd Plaintiff is ordered to refund the £40 he has falsely collected from Mr. Taylor already to be added to the £20 for delivery to the Defendants.	
	<u>Note</u> - 2nd Plaintiff asks for two weeks to make this refund.	10
	Case adj. till 17/11/38.	
	6th day of December, 1938.	
	Parties present.	
	Mr. Taylor states that he is prepared to pay £60 by himself if 2nd Plaintiff can not afford to return the £40, and to collect that later.	
	2nd Plaintiff Marbell states he had already admitted his guilt of theft and could not deny. Knew that land was not his when he sold it. He has no reason to shift from that decision and was prepared to serve any penalty Tribunal might inflict in respect of this confession.	20
	Mr. Taylor asks if 2nd Plaintiff could Mortgage his village to him for the £40 he was giving in his behalf. 2nd Plaintiff Marbell refuses. Adds land not his and had that knowledge in mind before his sale to Taylor. Mr. Taylor lodges the £60 with Tribunal.	
	Adj. till Thursday.	
	Thursday the 8th day of December, 1938.	30
	Parties present.	
	Defendants state that they are prepared to release the land to 1st Plaintiff and to remove the Injunction if the £60 could be paid to them forthwith.	
	Mr. Taylor agrees.	
	<u>ORDER</u> - Amount paid to Defendants and simultaneously ordered to remove the Injunction. Mr. Taylor to prepare a Conveyance on land for signature.	
	Action struck out.	
	Costs to be considered later.	40

(Sgd) Tackie Obile
GA MANTSE.

EXHIBIT "63"DEED OF CONVEYANCE BETWEEN E.B. OKAI
AND C.W.M. YARNIE

Tendered and admitted for Tettey
Gbeke in re Numo A. Cobblah v.
J.W. Armah and Ors. 5.3.51.

Exhibits

"63"

Deed of Con-
veyance between
E.B. Okai and
C.W.M. Yarnie.

19th December
1938.

DEEDS REGISTRY No.122/1939

75/39

10 THIS INDENTURE made this 19th day of December
in the year of our Lord One Thousand Nine Hundred
and Thirty-Eight (1938) BETWEEN EMMANUEL BENJAMIN
OKAI and SARAH OKAI both of Accra in the Eastern
Province of the Gold Coast (hereinafter called the
VENDORS which expression shall where the context
so admits include their heirs executors administra-
tors and assigns) of the one part and CHARLES WIL-
LIAM MENSAH YARNIE also of Accra in the Province
20 aforesaid (hereinafter called the PURCHASER which
expression shall where the context so admits include
his heirs executors administrators and assigns)
of the other part WHEREAS the VENDORS are seised in
fee simple in possession free from all incumbrances
of the land and hereditaments hereinafter described
and they have agreed with the PURCHASER for the
absolute sale to him of the said hereditaments and
the inheritance thereof in fee simple in possession
free from incumbrances at the price of Seventy
pounds (£70) NOW THIS INDENTURE WITNESSETH that in
30 pursuance of the said Agreement and in consideration
of the said sum of Seventy Pounds (£70) to the
VENDORS paid by the PURCHASER on or before the
execution of these presents (the receipt whereof
the VENDORS doth hereby acknowledge and from the
same doth hereby release the PURCHASER) the VENDORS
hereby grant and convey unto the PURCHASER his
heirs executors administrators and assigns ALL THAT
PIECE OR PARCEL of land situate lying and being at
North-East of KOKOMLEMLE ADABRAKA ACCRA in the
Province aforesaid and bounded on the North by the
40 property belonging to the VENDORS measuring One
hundred and Fifty feet (150') more or less on the
South by the property belonging to J. MILLS and
KORLE LANDS measuring One hundred and Fifty feet
(150') more or less on the East by the property
belonging to the VENDORS measuring One hundred
and Thirty feet (130') more or less and on the West
by PROPOSED ROAD measuring One Hundred and Thirty

Exhibits

"63"

Deed of Con-
veyance between
E.B. Okai and
C.W.M. Yarnie.

19th December
1938"-
continued.

feet (130') more or less which said piece or
parcel of land is more particularly described and
delineated on the Plan hereunder drawn at the
end hereof and therein edged Red

(General words and "all
the estate" Clause)

TO HAVE AND TO HOLD the said hereditaments and
premises hereby granted or expressed so to be unto
and to the use of the PURCHASER his heirs executors
administrators and assigns for ever

10

(Full Covenants for Title)

IN WITNESS WHEREOF the parties hereto have
hereunto set their hands and seals the day and year
first above written

SIGNED SEALED AND)
DELIVERED by the said) (Sgd) E.B. Okai (L.S.)
EMMANUEL BENJAMIN OKAI)
and SARAH OKAI in the) " Sarah Okai (L.S.)
presence of:-)

(Sgd) Robert Okai
" Afriyea Obeng

20

SIGNED SEALED AND)
DELIVERED by the said)
CHARLES WILLIAM MENSAH, (Sgd) C.W.M. Yarnie (L.S.)
YARNIE in the presence)
of:-)

(Sgd) Afriyea Obeng
" ? Quarshie Cato

Received from CHARLES WILLIAM MENSAH YARNIE the
withinnamed sum of Seventy Pounds (£70) being the
purchase of a piece of land sold to him and con-
veyed by this deed.

30

Witness to signature: (Sgd) Em. B. Okai
(Sgd) Robert Okai
" Codjoe Yarnie " Sarah Okai

6d Stamp £70.
19.12.39.

EXHIBIT "58"

LETTER - KOJO THOMPSON to
NII TETTEH TSURU

Exhibits

"58"

Tendered and admitted for Afieye
in re Numo A. Cobblah v. J.W.
Armah & Ors. 28.2.51

Letter - Kojo
Thompson to
Nii Tetteh
Tsuru.

1st February
1939.

A. Wm. Kojo Thompson
Barrister & Solicitor

P.O. Box 245,
Odiasempabah Chambers,
Accra,
Gold Coast
1st February, 1939.

10

Ref. AWKT/JC.27/139.

Nii Tetteh Tsuru
alias Samuel Tetteh Addy,
Nii Tetteh Tsuru We,
Otuopai,
Accra.

Dear Nii,

20

Your letter of the 20th January addressed to
my client Madam Afieye reference alleged letter
dated 22nd September 1916 and addressed to Okarkor
Tchuru has been handed to me with instructions to
inform you that no letter was received by her or
anybody on her behalf.

My client instructs me further to say that the
land in question was Okarkor Tchuru's land which has
descended to her and that she does not intend to
quit the same until a Court of competent jurisdic-
tion has given judgment against her.

Yours truly,

30

A. Wm. Kojo Thompson,
SOLICITOR FOR MADAM AFIEYE.

Exhibits

EXHIBIT "128"

"128"

LETTER FROM NII TETTEH CHURU
to ASHRIFI

Letter from
Nii Tetteh
Churu to
Ashrifi.

Tendered by E.J. Ashrifie and ad-
mitted in re Numo Ayitey Cobblah v.
J.W. Armah & Ors. (Consolidated).
17/4/51.

9th March
1939.

Tendered by Defendants through
Plaintiff in re Ashrifie v. Golightly
admitted and marked Exhibit "G".
(Intd.) A.O.
22/10/42.

10

Nii Tetteh Tsuru
Otuopai,
Ussher Town,
Accra.
9th March, 1939.

Mr. Ashrifi,
Adabraka,
Accra.

20

Dear Sir,

I am to warn you to refrain from growing cas-
sada and building pillars on the land at Fanofa,
for any attempt on your part to go on this land
will be attended with consequences I shall not be
blamed for.

I warned you at the beginning that if you were
to buy that land from any person you do so at your
risk as the land belongs to the Otuopai Community.

Take this warning as final.

30

I beg to remain,
Dear Sir,
Yours faithfully,

(Sgd) Nii Tetteh Tsuru his
alias Samuel Addy. x
mark

c/o Writer and Witness to mark:

(Sgd) W.B. Dsane,
LLW 14883
Free.

40

EXHIBIT "27"JUDGMENT IN PROVINCIAL COMMISSIONER'S COURT
IN E. MORTEI ABABIO v. NII ANYETEI KWAO

Tendered and admitted for Defendants
in re Numo A. Cobblah v. J.W. Armah
& Ors. 19/2/51.

2nd June, 1939.

10 In the Provincial Commissioner's Court, Eastern
Province, held at Koforidua on Friday the 2nd day
of June, 1939, before His Worship Capt. St. J.E.
Eyre-Smith, M.C., Acting Deputy Provincial Commis-
sioner.

E. Nortei Ababio & Ors. Plaintiffs-Respon-
dents-Appellants

v.

Nee Anyetee Kwao & Ors. Defendants-Appel-
lants-Respondents.

Appeal against the judgment of Ga Mantse's
Tribunal delivered on the 30th September, 1938.

Plaintiff-Appellant in person.

20 Kotey representing Defendant-Respondent.

x x x

The Interlocutory suit before the Osu Tribunal which
dealt with jurisdiction was instituted by Defendants-
Respondents. Plaintiffs-Appellants submitted that
this Court had made an Order which must be obeyed

"There is nothing to prevent the aggrieved
party from pleading non-jurisdiction before
that Tribunal (Osu) and that matter can first
be thrashed out before the appropriate Tri-
bunal if it is proved to be so necessary".

30 Appellants' 1st Ground of Appeal is that no appeal
lay to the Ga Mantse Tribunal in respect of the in-
terlocutory ruling made by the Osu Tribunal. Section
78(1) lays down the causes and matters in which a
Paramount Chief's Tribunal is vested with jurisdic-
tion to hear and entertain appeals from lower Tri-
bunals. There is no appeal from a ruling in a lower
Tribunal that a case will proceed on. If the Para-
mount Chief's Tribunal is vested with no jurisdiction
so much less is this Court. Appeal is dismissed each
40 party to pay their own costs in the Tribunal below
and this Court.

2.6.39.

(Sgd) St. J. Eyre-Smith.

Exhibits

"27"

Judgment in
Provincial
Commissioner's
Court in
E. Mortei
Ababio v. Nii
Anyetee Kwao.

2nd June 1939.

ExhibitsEXHIBIT "79"

"79"

DEED OF CONVEYANCE FROM T.K. MOLAI
TO RT.REV. W.T. PORTER

Deed of Con-
veyance from
T.K. Molai to
Rt. Rev. W.T.
Porter.

Tendered in evidence by Counsel not ad-
mitted and marked Exhibit "79" in re
Numo Ayitey Cobblah vs: J.W. Armah and
Ors. 8/3/51.

30th September
1939.

THIS INDENTURE made the 30th day of September One
Thousand Nine Hundred and Thirty-nine (1939) BETWEEN 10
THE KORLE-WE OR KORLE FAMILY of Gbese, Ussher Town
Accra per its lawful representatives NII TETTEH
KWEI MOLAI Acting Korle Wulomo (Priest), NII AYI
BONTE, Gbese Manche, GEORGE ADJIN TETTEY, MARTIN
WILLIAM JACOBSON, TETTEH KWEI ONYA and AYITEY
OGBLEJU all of Ussher Town, Accra aforesaid here-
inafter called the LESSORS which expression where
the context so requires or admits shall include the
Reversioner for the time being immediately expec-
tant upon the term hereby created) of the one part
and THE RIGHT REVEREND WILLIAM THOMAS PORTER, Bishop 20
Apostolic of the Roman Catholic Mission of the Gold
Coast (hereinafter called the LESSEE which expres-
sion where the context so requires or admits shall
include his successors in office and assigns) of
the other part WHEREAS the Lessors have agreed with
the Lessee to grant and do hereby grant unto him
ALL that piece or parcel of land the boundaries
whereof are more specifically described in the
SCHEDULE hereto for the term of NINETY-NINE (99)
YEARS from the first day of October One Thousand 30
Nine Hundred and Thirty-Nine (1939) at the rent and
subject to the covenants and conditions hereinafter
contained NOW THIS INDENTURE WITNESSETH that in
consideration of the yearly rent and covenants on
the part of the Lessee hereinafter reserved and
contained and the sum of ONE HUNDRED AND THIRTY
POUNDS (£130) being ONE HUNDRED POUNDS (£100) Ear-
nest money and Field and Execution fees THIRTY
POUNDS (£30) paid by the Lessee before the execu-
tion of these presents (which sum the Lessors do 40
hereby acknowledge and from the same do hereby re-
lease the Lessee) the Lessors do hereby grant and
demise unto the Lessee ALL that piece or parcel of
land situate lying and being at Akwandor, Kokomlemle,
Accra aforesaid which said land is more particularly
described in the Schedule hereto and delineated on
the Plan attached to the end of these presents TO

HOLD the said land hereby demised or expressed so to be unto the said Lessee for the term of NINETY-NINE (99) YEARS from the first day of October One Thousand Nine Hundred and Thirty-Nine (1939) YIELDING AND PAYING to the said Lessors the rent of FIFTEEN POUNDS (£15) per annum by yearly payments in advance the first payment whereof is to be made on the execution hereof PROVIDED ALSO that the said Lessee shall have the right to assign underlet or otherwise deal with the same without the consent or licence of the Lessors for that purpose being had and obtained AND PROVIDED ALWAYS that the said Lessee shall have the right to terminate these presents at any time upon giving to the Lessors SIX (6) CALENDAR MONTHS' Notice in writing of his intention so to do or paying to them SIX (6) CALENDAR MONTHS' rent in lieu of such Notice AND the Lessee hereby covenants with the Lessors that he will pay the rents hereby reserved at the time and in manner aforesaid AND WILL ALSO at the expiration or sooner determination of the said term deliver up to the Lessors the hereditaments expressed to be hereby demised AND the Lessors hereby covenant with the said Lessee that the Lessee paying the rent hereby reserved and observing and performing the covenants and stipulations herein contained on his part shall peaceably hold and enjoy the said piece or parcel of land hereby demised and granted during the said term of NINETY-NINE (99) YEARS without any interruption by the Lessors or any person or persons lawfully or equitably claiming under or in trust for them PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if the said rent hereby reserved or any part thereof shall not be paid for the period of TWELVE (12) MONTHS when the same ought to be paid as aforesaid or if there shall be a breach of any of the covenants hereinbefore contained and on the part of the said Lessee to be observed and performed then and in any such case it shall be lawful for the Lessors into and upon the said premises or any part thereof in the name of the whole to re-enter and the same to have again possessed and repossessed as of their former estate PROVIDED that before exercising the foregoing power of re-entry the Lessors shall give to the Lessee SIX (6) CALENDAR MONTHS' Notice in Writing specifying the breach complained of and requiring him to rectify the same within reasonable time to be named in such Notice and the said re-entry shall not be exercised if the Lessee shall remedy the breach within the time stated in such notice PROVIDED ALSO AND IT IS HEREBY AGREED

Exhibits

"79"

Deed of Conveyance from T.K. Molai to Rt. Rev. W.T. Porter.

30th September 1939 - continued.

Exhibits

"79"

Deed of Con-
veyance from
T.K. Molai to
Rt. Rev. W.T.
Porter.

30th September
1939-
continued.

that the Lessors will and shall when required by the Lessee execute and do all further deeds and acts as may be requisite and necessary to confirm the title of the Lessors to the said land and premises hereby demised PROVIDED ALSO AND IT IS HEREBY AGREED AND DECLARED that the Lessors will on the Written Request of the Lessee made SIX (6) CALENDAR MONTHS before the expiration of the term hereby created and if there shall not at the time of such notice by any existing breach or non-observance of the covenants on the part of the Lessee hereinbefore contained at the expense of the Lessee grant to him a Lease of the said demised premises for further term of NINETY-NINE (99) YEARS at the option of the Lessee from the expiration of the said term at the same rent as is herein reserved payable yearly in advance and otherwise on the like covenants and provisions as are herein contained with the exception of the present covenant for renewal THE Lessors hereby covenant with the Lessee that in the event of the Lessors being unable owing to the claim of a third party or otherwise to give the Lessee possession and quiet enjoyment of the demised premises in accordance with the foregoing covenants within a period of ONE (1) YEAR of the date of these presents the Lessors will by Deed demise to the Lessee other land of the Lessors within the limits of Accra of extent equal to that hereby demised and in all respects equally suitable for the Lessee's purposes as a Mission Station for Schools, Church and Residence on the same terms and conditions as are herein contained and will do all acts and execute all Deeds necessary for demising such premises to the Lessee

10

20

30

THE SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land situate lying and being at Akwandor, Kokomlemle, Accra aforesaid and containing by admeasurement on the North side seven hundred and Sixty feet (760' 0") more or less on the South side Seven Hundred and Sixty feet (760' 0") more or less on the East side Seven Hundred and Eighty feet (780' 0") more or less and on the West side Nine Hundred feet (900') more or less and bounded on the North by a Proposed Road on the South by a Proposed Road on the East by a Proposed Road and TWO (2) Government Pillars marking the intersection of the Proposed Ring Road and on the West by a Proposed Road and TWO (2) Government Pillars G.C.G.E.P.14/30/105 and G.C.G.E.P.14/30/107

40

marking the intersection of the said Proposed Ring Road or howsoever otherwise the same may be bounded known described or distinguished and are for clearness but not for limitation delineated on the Plan hereto annexed such Plan being taken from Gold Coast Survey Plan C.27.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and Seals the day and year first above written.

Exhibits

"79"

Deed of Conveyance from T.K. Molai to Rt. Rev. W.T. Porter.

30th September 1939 - continued.

10	SIGNED MARKED SEALED) AND DELIVERED by the) said NII TETTEH KWEI) MOLAI, Acting Korle) Wulomo (Priest), NII) AYI BONTE, Gbese Mant-) se, GEORGE ADJIN TETTEY) MARTIN WILLIAM JACOB-) SON, TETTEH KWEI ONYA) AND AYITEY OGBLEJU)	Tetteh Kwei Molai Acting Korle Wulomo (Priest)	their x
20	after this Indenture) had been read over,) interpreted and ex-) plained to the said) NII TETTEH KWEI MOLAI,) Acting Korle Wulomo) (Priest), NII AYI) BONTE, Gbese Manche,) GEORGE ADJIN TETTEH,) MARTIN WILLIAM JACOB-) SON, TETTEH KWEI ONYA) and AYITEY OGBLEJU in) the Ga Language by) Henry Curdueth Plange-) Cudjoe of Accra when) they expressed them-) selves perfectly to) understand the same) before executing it in) the presence of H.C.) Plange Cudjoe, Law) Clerk Accra T.B.Tetteh) E.B. Okai)	Ayi Bonte Gbese Manche George Adjin Teetey Esq. Martin William Jacobson	x marks
30	and AYITEY OGBLEJU in) the Ga Language by) Henry Curdueth Plange-) Cudjoe of Accra when) they expressed them-) selves perfectly to) understand the same) before executing it in) the presence of H.C.) Plange Cudjoe, Law) Clerk Accra T.B.Tetteh) E.B. Okai)	Tetteh Kwei Onya Ayitey Ogbleku	their x x marks
40	E.B. Okai)		

(Sgd) ? ? I approve the foregoing Lease.
 " George ? ? (Sgd) ? ?
 " G.C. ? Thomas GA MANTSE.

EXHIBIT "94"DEED OF CONVEYANCE AND EXCHANGE BETWEEN
A.M. AKIWUMI AND GOVERNMENT

Tendered by Commissioner of Lands and
admitted in Numo A. Cobblah vs: J.W.
Armah and others. 21/3/51.

Exhibits

"94"

Deed of Con-
veyance and
Exchange
between A.M.
Akiwumi and
Government.

9th October
1939.

10 THIS INDENTURE is made the 9th day of October 1939
BETWEEN AUGUSTUS MOLADE AKIWUMI of Accra in the
Accra District of the Eastern Province of the Gold
Coast Colony (hereinafter called "the Vendor" which
expression shall where the context so admits or re-
quires include his executors and administrators
according to native custom and assigns) of the one
part and THE GOVERNOR OF THE GOLD COAST COLONY
(hereinafter called "the Government" which expres-
sion shall where the context so admits or requires
include his successors in office and his and their
duly authorised officer and servant) acting by JAMES
20 ALPHONSUS RICE ESQUIRE Acting Commissioners of Lands
of the said Colony of the other part WHEREAS the
Government has acquired certain land under the Pub-
lic Lands Ordinance which land is claimed by the
Vendor and is now vested in the Government by virtue
of a Certificate of Title dated the 29th day of July
1937 and registered in the Lands Department of the
said Colony under reference L.S.707/1937 AND WHEREAS
the Government is desirous of acquiring the land
described in the First Schedule hereto of which the
Vendor claims to be seised for an estate in fee
30 simple absolute in possession free from incumbrances
AND WHEREAS the Vendor has agreed to convey the said
land described in the First Schedule hereto the
Government and to pay to the Government the sum of
FIVE POUNDS (£5) for equality of exchange and to
enter into such release and covenant of indemnity as
is hereinafter contained consideration of the con-
veyance by the Government to him of the piece of
land described in the Second Schedule hereto NOW
THIS INDENTURE WITNESSETH as follows :-

- 40 1. In pursuance of the said agreement and in con-
sideration of the conveyance to him hereinafter
contained the Vendor as beneficial owner hereby
conveys unto and to the use of the Government
All That Piece or Parcel of land described in
the First Schedule hereto

Exhibits

"94"

Deed of Con-
veyance and
Exchange
between A.M.
Akiwumi and
Government.

9th October
1939 -
continued.

2. In further pursuance of the said agreement and for the consideration aforesaid the Vendor hereby covenants that he will release and discharge the Government from all actions claims and demands whatsoever for compensation or otherwise which he the Vendor now has or at any time hereafter may have or but for the execution of these presents might have had in respect of the acquisition of the said land described in the First Schedule hereto and also in respect of the said land now vested in the Government by virtue of a Certificate of Title dated the 29th day of July 1937 and registered in the Lands Department of the said Colony under reference L.S.707/1937 aforesaid and will keep indemnified the Government in respect of all actions proceedings costs damages expenses claims and demands whatsoever in respect of the acquisition of both or either of the said pieces of land in respect of which the Vendor releases the Government as aforesaid

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3. In further pursuance of the said agreement and in consideration of the sum of FIVE POUNDS (£5) paid to the Government by the Vendor (the receipt whereof the Government hereby acknowledge) and of the conveyance to the Government hereinbefore contained the Government as beneficial owner hereby conveys unto and to the use of the Vendor his heirs and assigns All that piece or parcel of land described in the Second Schedule hereto
4. The Vendor hereby for himself his heirs executors administrators and assigns covenants with the Government that he the Vendor shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon any reasonable request and at the cost of the Government produce or cause to be produced to the Government or at any trial hearing commission examination or otherwise as occasion shall require all or any of the deeds comprised in the Third Schedule hereto and will at the like request and cost deliver or cause to be delivered unto the Government such attested or other copies of the abstract or abstracts from the said deeds or any of them as the Government may require and shall and will in the meantime unless prevented as aforesaid keep the same deeds safe unobliterated and uncanceled

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AND IT IS HEREBY expressly declared covenanted and agreed by and between the parties to these presents that the expression "Beneficial Owner" where it appears in these presents shall be of the same force and involve and imply the same covenants by the parties to these presents as are involved and implied by the English Statute known as the Conveyance Act 1881 in a conveyance in which such expression appear executed after the date of the Conveyancing Act 1881 and before the 1st day of January 1926 IN WITNESS WHEREOF the party hereto of the second part has hereunto set his hand and seal and the party hereto of the second part has hereunto set his hand and affixed the seal of the Lands Department of the said Colony the day and year first above written

Exhibits

"94"

Deed of Conveyance and Exchange between A.M. Akiwumi and Government.

9th October 1939 - continued.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land situate to the North of and adjoining Farrar Avenue Adabraka in the Municipality of Accra in the Accra District of the Eastern Province of the Gold Coast Colony shewn on the attached hereto and thereon coloured Pink.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land situate at Adabraka Accra aforesaid known as Plot No.4 North East Adabraka and shewn on the Plan attached hereto and thereon coloured blue which piece or parcel of land was (inter alia) vested in the Government by virtue of a Certificate of Title dated the 20th day of September 1906 and registered in the Lands Department of the said Colony under reference L.S.1161.

THE THIRD SCHEDULE ABOVE REFERRED TO

<u>Date</u>	<u>Parties</u>	<u>Nature of Document</u>
1927, September 14	Crombie Steedman & Co. Ltd. - to - Augustus Molade Akiwumi	Conveyance
1928, September 26	James Daniel Garshong to Augustus Molade Akiwumi	Conveyance
1930, June 14		Conveyance

<p><u>Exhibits</u></p> <p>"94"</p> <p>Deed of Con- veyance and Exchange between A.M. Akiwumi and Government.</p> <p>9th October 1939 - continued.</p>	<p>SIGNED SEALED AND DELIVERED by the said AUGUSTUS MOLADE AKIWUMI in the presence of:-</p> <p>(Sgd) ? ? ?</p> <p>(Sgd) ? ? ?</p> <p>Lands Department Accra.</p> <p>SIGNED SEALED with the seal of the Lands Department and Delivered by the said JAMES ALPHONSUS RICE on behalf of the Governor of the Gold Coast Colony in the presence of:-</p> <p>(Sgd) ? ? ?</p> <p>Chief Clerk Lands Department Accra.</p>	<p>(Sgd) ? ? ? Seal</p> <p>(Sgd) Seal</p>	<p>10</p> <p>20</p>
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GOLD COAST LAND REGISTRY
Registered No.1090/1939

<p>"133"</p> <p>Appeal Pro- ceedings in Ga Mantse's Tribunal in Appiah v. Amartei.</p> <p>13th October 1939.</p>	<p style="text-align: center;"><u>EXHIBIT "133"</u></p> <p style="text-align: center;"><u>APPEAL PROCEEDINGS IN GA MANTSE'S TRIBUNAL</u> <u>IN APPIAH v. AMARTEI</u></p> <p style="text-align: center;">Tendered and admitted for Odoitso Odoi Kwao in re Nuno Ayitey Cobblah etc. v. J.W. Armah and other con- solidated cases. 25/4/51.</p> <p>13. 10. 39.</p>	<p>30</p>
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In the Tribunal of the Paramount Chief of the Ga State - Eastern Province - Gold Coast. Held at Accra on Friday the 13th day of October, 1939, before Nii Tackie Obile, Ga Mantse (President) Councillors J.A.B. Ammah, Tetteh, Asafoatse Ahele, Ahele Nukpa, Johnson Abbey, J. Amar Boi, R.G.A. Nunoo, J.R. Kotey Okoe and Linguist C.D. Addo.

Record taken by Ashaley Okoe.

J.W. Appiah

v.

J. Mensah Amartei.

Exhibits

"133"

Appeal from judgment of the Asere Div. Tribunal delivered herein on or about the 2nd day of May, 1938. Adjourned later.

Appeal Proceedings in Ga Mantse's Tribunal in Appiah v. Amartei.

Parties present.

Judgment of the Tribunal below read as well as appellants Grounds of Appeal.

13th October 1939 - continued.

10 Note -

Appellant submits - That the P/A was executed at Osu and so the Asere Tribunal has no jurisdiction to hear a case concerning it. The Respondent lives at Gbese-Animla We, and the P/A was presumably taken away from him there. In an action concerning it, it should have been taken in the Gbese Tribunal and not Asere Tribunal. The land to which the P/A applies is situate at Asylum and therefore outside Asere jurisdiction.

20 That the record of Appeal is incomplete because it did not include an Exhibit "1" filed before it.

Note -

Respondent argues that cause of action arose at Awule Mona within the Asere jurisdiction.

Adjourned later for judgment.

EXHIBIT "134"

"134"

JUDGMENT OF GA MANTSE'S TRIBUNAL
IN APPIAH v. AMARTEI

Judgment of Ga Mantse's Tribunal in Appiah v. Amartei.

30 Tendered for Odoitso Odoi Kwao in re Numo Ayitey Cobblah etc. v. J.W. Armah and other consolidated cases. 20/4/51.

14th October 1939.

14. 10. 39.

In the Tribunal of the Paramount Chief of the Ga State Eastern Province - Gold Coast. Held at Accra

Exhibits

"134"

Judgment of Ga
Mantse's
Tribunal in
Appiah v.
Amartei.

14th October
1939 -
continued.

on Saturday the 4th day of October, 1939, before
Nii Tackie Obile, Ga Mantse (President) Councillors
J.A.B. Ammah, Tetteh Ogbu, Asafoatse Ahele, Ahele
Nukpa, Johnson Abbey, J. Amar Boi, R.G.A. Nunoo,
J.R. Kotey Okoe, and Linguist C.D. Addo.

Record taken by Ashaley Okoe.

J.W. Appiah

v.

J.M. Amartei.

Parties present.

10

JUDGMENT -

Like previous cases, we hold that this appeal
must succeed on the following grounds:-

- (1) That the Asere Tribunal has no jurisdiction to
hear this case.
- (2) That plaintiff has no locus standi.

As to Order for costs, we hold that the estate,
which has brought about this action must bear the
costs of parties.

(Sgd) Tackie Obile,
GA MANTSE.

20

"49"

EXHIBIT "49"

Judgment of Ga
Mantse's
Tribunal in
T.K. Molai v.
Abblah Kotey.

20th October
1939.

JUDGMENT OF GA MANTSE'S TRIBUNAL
IN T.K. MOLAI v. ABBLAH KOTey

∟ This exhibit reproduces Exhibit "10" p. 11.
and p. 1. to p. 1. ∟

EXHIBIT "E"DEED OF GIFT BETWEEN NII TETTEY
GBEKE II AND A.A. ALLOTEY

Tendered and admitted for Plaintiff
in re Numo Ayitey Cobblah v. J.W.
Armah and 17 other cases. 31.1.51.

4892/39.

Exhibits"E"

Deed of Gift
between Nii
Tettey
Gbeke II and
A.A. Allotey.

24th October
1939.

10 THIS INDENTURE made the 24th day of October
One Thousand Nine Hundred and Thirty-Nine (1939)
Between NII TETTEY GBEKE II Atupai Djase Tse of
Accra in the Eastern Province of the Gold Coast
Colony West Africa (hereinafter called the Donor
which expression where the context so admits shall
include his heirs successors personal representa-
tives and assigns) of the one part with the consent
and approval of his Stool Family Councillors and
Elders whose consent approval and concurrence in
accordance with Native Law and Custom is requisite
and necessary for the valid grant alienation or
20 disposal of the Stool property hereby granted and
conveyed as attested hereunder and ABRAHAM ADOTEI
ALLOTEY also of Accra aforesaid (hereinafter called
the Donee which expression where the context so
admits shall include his heirs successors personal
representatives and assigns) of the other part
WHEREAS by a Deed of Gift dated the 16th day of
February One Thousand Nine Hundred and One (1901)
and made between Ayi Quarmin and Joseph Henry Adams
both of Accra and deceased the said Ayi Quarmin
30 purported to convey the hereditaments and premises
herein contained to the said Joseph Henry Adams and
WHEREAS the said Joseph Henry Adams died intestate
on or about the 4th day of October One Thousand Nine
Hundred and Thirty-One (1931) and the Donee accor-
ding to Native Custom became his successor and Head
of the Family and was granted Letters of Administra-
tion of the Estate of the said Joseph Henry Adams
by the Divisional Court Accra on the 10th day of
December One Thousand Nine Hundred and Thirty-One
40 (1931) by reason of the Donee being the lawful nep-
hew heir and next of kin And WHEREAS the said Ayi
Quarmin had no right power or title to grant the
said hereditaments and premises to the said Joseph
Henry Adams And WHEREAS the Donor as the Head and
Djase Tse of Atupai Accra is seised in fee simple
in possession of the hereditaments and premises

Exhibits

"E"

Deed of Gift
between Nii
Tettye
Gbeke II and
A.A. Allotey.

24th October
1939 -
continued.

hereinafter contained and is the proper person with the approval and consent of his Councillors and Elders of Atupai is the proper person to deal with alienate or part with the said hereditaments and premises which belongs to Atupai Stool And WHEREAS the Donor is desirous of making such gift or disposition in favour of the Donee And WHEREAS the Donor in order to give effect to such his desire and determination has agreed TOGETHER with his Councillors and Elders to grant and convey unto the Donee the said hereditaments and premises herein contained in manner hereinafter appearing NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Thirty Pounds (£30) paid by the Donee to the Donor (the receipt whereof the Donor doth hereby acknowledge) and of the Natural Love and Affection and for divers other good causes and consideration the said Donor as beneficial owner and being the Djase Tse of Atupai doth hereby absolutely grant and convey unto the Donee his heirs successors personal representatives and assigns ALL THAT PIECE OR PARCEL OF LAND situate at Aburi Road now Accra-Nsawam lorry road and commonly known as Kokomlemle and bounded on the North by Atupai Stool land measuring Four hundred feet (400') more or less on the South by Atupai Stool land measuring Four hundred feet (400') more or less on the East by Atupai Stool land measuring Six hundred feet (600') more or less and on the West by Aburi Road now known as Accra - Nsawam Lorry Road and measuring Six hundred feet (600') more or less which said property is more particularly delineated on the plan attached to these presents

(General words and "all the
estate" Clause)

TO HAVE AND TO HOLD THE SAME UNTO AND TO THE USE OF THE DONEE his heirs successors personal representatives and assigns for ever

(Full Covenant for Title)

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written

	Signed Sealed and Delivered by the said NII TETTEY GBEKE II the Djase Tse of Atupai Stool in the presence of:- (Sgd) ? ?	} (Sgd) Tettey Gbeke II (L.S.) (Djase Tse)	<u>Exhibits</u> "E" Deed of Gift between Nii Tettey Gbeke II and A.A. Allotey. 24th October 1939 - continued.
10	James Nortei Yebuah Thomas Thompson Aryee Tetteh ? Amartei Yaya Tetteh Emml. Tetteh Addy Tetteh Oboe Addy (Sgd) ? ? " J. Adjetei Okai " Antie Codjoe Addy Thomas Ansah	x x x x x x x x x marks	
20	Signed Sealed and Delivered by the said ABRAHAM ADOTEI ALLOTEY in the presence of:- (Sgd) ? ? " N.A. Tackie " ? ?	} (Sgd) A.A. Allotey (L.S.) their x x x marks. Witness to signatures and marks. (Sgd) ? ? Aryee.	
30			

EXHIBIT "129"CONVEYANCE FROM NII TETTEY GBEKE
TO H.E. GOLIGHTLY

Tendered and admitted for Golightly
in re Numo A. Cobbleh v. J.W. Armah
& Ors. 17/4/51.

DEEDS REGISTRY No.56/1940.

CERTIFIED TRUE COPY.
(Sgd) D.H. Shackles
REGISTRAR OF DEEDS.

THIS INDENTURE made the 20th day of January One
Thousand Nine Hundred and Forty BETWEEN NII TETTEY

"129"

Conveyance
from Nii
Tettey Gbeke
to H.E.
Golightly.

20th January
1940.

Exhibits

"129"

Conveyance
from Nii
Tettey Gbeke
to H.E.
Golightly.

20th January
1940 -
continued.

GBEKE II Dsasetse of Otuopai Stool, Accra in the Eastern Province of the Gold Coast Colony with the assent of the principal Elders representing the Stool of Otuopai, Accra aforesaid whose assent is necessary or requisite according to the Native Customary Law of Accra for the valid alienation of Stool lands in the Division aforesaid and is testified hereto by the execution of these presents by some of the principal elders aforesaid (hereinafter collectively called the Vendors which expression shall where the context so requires or admits include their and each of their successors and assigns) of the one part and HENRY EDWARD GOLIGHTLY also of Accra in the Colony aforesaid (hereinafter called the Purchaser which expression shall where the context so requires or admits include his heirs personal representatives and assigns) of the other part Whereas the Vendors have agreed with the Purchaser for the absolute sale to him of the hereditaments and premises and the inheritance thereof in fee simple in possession free from all incumbrances at the price of One Hundred and Twenty Pounds (£120) NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of One Hundred and Twenty Pounds (£120) paid to the Vendors by the Purchaser on or before the execution of these presents (the receipt whereof the Vendors do hereby acknowledge and from the same do hereby release the Purchaser) the Vendors do hereby GRANT AND CONVEY unto the Purchaser his heirs and assigns ALL THAT PIECE OR PARCEL OF LAND SITUATE LYING and being at Komeremere, Accra aforesaid and bounded on the North by Nii Tetteh Churu's property measuring Two Hundred feet (200') more or less on the South by East Ring Road measuring Two Hundred feet (200') more or less on East by proposed Road measuring Two Hundred and Fifty feet (250') more or less and on the West by Accra-Nsawam Road measuring Two Hundred and Fifty feet (250') more or less or howsoever otherwise the said piece or parcel of land may be bounded known or distinguished and is more particularly delineated on the Plan hereunder drawn and edged Red

(General words and "all the
estate" Clause)

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser his heirs and assigns FOR EVER

(Full Covenants for Title)

Exhibits

IN WITNESS whereof the Parties hereto have hereunto set their hands and seals the day and year first above written

"129"

Conveyance from Nii Tettey Gbeke to H.E. Golightly.

10 SIGNED SEALED AND)
 DELIVERED by the) (Sgd) Nii Tettey Gbeke II
 within-named NII) (L.S.)
 TETTEY GBEKE II and) " J. Adjetey Okai
 his Elders in the) (L.S.)
 presence of:-)

20th January 1940 - continued.

Emmanuel Tetteh Addy x their
 Codjoe Antic Addy x Thomas Thompson their
 Tetteh Oboe Addy x Aryee x
 marks Yerbua x
 marks

(Sgd) D. Tettey (Sgd) W.Q.A. Addy

20 Yaya Tetteh his
 x
 mark

Witness to mark
 (Sgd) Thos. Q. Aryee

SIGNED SEALED AND)
 DELIVERED by the) (Sgd) H.E. Golightly (L.S.)
 within-named HENRY)
 EDWARD GOLIGHTLY)
 in the presence of:)

30 (Sgd) J. Kwasi Nunoo
 " S. Ben Oblidja Aryeetey
 " Robert Otu
 " R. Joe Nunoo.

EXHIBIT "130"

"130"

DEED OF CONVEYANCE FROM NII TETTEY
 GBEKE TO W.B. MARBELL

Deed of Conveyance from Nii Tettey Gbeke to W.B. Marbell.

Tendered and admitted for Nii Tetteh Gbeke & Ors. in re Numo Ayitey Cobblah vs: J.W. Armah & 24 other cases consolidated. 20/4/51.

10th May 1940.

DEEDS REGISTRY No.570/1940.

40 THIS INDENTURE made the 10th day of May, 1940 in the year of Our Lord One Thousand Nine Hundred and

Exhibits

"130"

Deed of Con-
veyance from
Nii Tettey
Gbeke to W.B.
Marbell.

10th May 1940
-continued.

Forty (1940) Between NII TETTEY GBEKE II Dsasetse of Otuopai Accra in the Gold Coast Colony with the consent and concurrence of the principal elders and councillors of the Stool of Otuopai aforesaid whose assent to and concurrence in the valid alienation of the lands of the said Stool or Otuopai is requisite or necessary in accordance with native law and custom which assent or concurrence is testified by the execution of these presents by some of such principal elders and councillors (hereinafter called the Grantors which expression where the context so requires or admits include their and each of their successors in title and assigns) of the one part and WILLIAM BOTCHWAY MARBELL of Accra aforesaid (hereinafter called the Grantee which expression where the context so requires or admits include his heirs personal representatives and assigns) of the other part WHEREAS the Grantors are seised in their representative capacity in fee simple free from incumbrances of the hereditaments hereinafter described and intended to be hereby granted AND WHEREAS for divers good reason affection good will and love that the Grantors have towards the Grantee and in consideration of the sum of £10.10.- paid by the Grantee to the Grantors the said hereditaments have become the freehold property of the Grantee in accordance with the custom of the said Stool of Otuopai and the Grantee has entered thereon and at his own expenses has built thereon a messuage and premises but no conveyance of the same to him has been executed and the Grantors have agreed to execute these presents in manner hereinafter appearing NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £10.10.- to the Grantors paid by the Grantee on or before the execution of these presents (the receipt whereof the Grantors do hereby acknowledge) the Grantors hereby grant to the Grantee All that piece or parcel of land situate lying and being at Agotin in the Accra District of the Gold Coast Colony and bounded on the North by a proposed Road measuring 560 feet more or less on the South by a proposed Road and other land of the Stool of Otuopai and Taylor's land measuring 715 feet more or less on the East by a proposed Road measuring 435 feet more or less and on the West by a proposed road and measuring 260 feet more or less as the same is for the purposes of identification and not of limitation delineated on the Plan attached hereto and thereon edged PINK

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(General words and "all the estate" Clause)

Exhibits

"130"

To Have and To Hold the same Unto and to the use of the Grantee and his heirs for ever

Deed of Conveyance from Nii Tettey Gbeke to W.B. Marbell.

(Full Covenants for Title)

10th May 1940
-continued.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written

10

MARKED SIGNED SEALED AND DELIVERED by the said NII TETTEY GBEKE II and his principal elders and councillors after this Instrument has been read over and interpreted to them in the Ga language by ? Aryee of Accra when they appeared to understand the same before making their marks hereto in the presence of:-

(Sgd) Nii Tettey Gbeke II (L.S.)

20

(Sgd) ? Addy

their
x
x
marks

James Nortei Yerbua
Thomas Thompson Aryee

(Sgd) E.T. Addy

" ? Aryee

30

MARKED SEALED AND DELIVERED by the said WILLIAM BOTCHWAY MARBELL after this Instrument had been read over and interpreted to him in the Ga language by ? Aryee of Accra when he appeared to understand the same before making his mark hereto in the presence of:-

William Botchway Marbell
his
x
mark

40

(Sgd) Wm. Tetteh Marbell

" I. St. Marbell

" W. Nartey Marbell

Codjoe Antie Addy

his
x
mark

(Sgd)

? ?

"

? ?

Exhibits

EXHIBIT "107"

"107"

SUMMONS IN NII ADUMUA NORTEY v.
NII ANYETEI KWAO & ORS.

Summons in Nii
Adumua Nortey
v. Nii Anyetey
Kwao & Ors.

Tendered and admitted for Osu Stool
in re Numo A. Cobblah v. J.W. Armah
& Ors. (Consolidated). 9/4/51.

12th October
1940.

CIVIL SUMMONS

Suit No.752/40.

IN THE TRIBUNAL OF THE PARAMOUNT CHIEF OF
THE GA STATE, EASTERN PROVINCE, GOLD COAST

10

Between

Nii Adumuah Nortey as Head of Nii Nortey
Agbeti Family for himself and on behalf
of the Agbeti Family of Christiansborg,
Accra, Plaintiff

and

Nii Anetey Kwao, Odoitso Odoi Kwao and
Johanes Mensah Amartey, Defendants

To - Nii Anyetey Kwao & Ors of Accra.

You are hereby commanded to attend this Tri-
bunal at Accra on Thursday the 24th day of October
1940 at 8.30 o'clock a.m. to answer a suit by Nii
Adumuah Nortey etc. of Accra against you.

20

The Plaintiff's claim against the defendants
is (a) a declaration that all that piece or parcel
of land commonly known and called "Akanecho" situate
lying and being at "Akanecho" near the Cantonments
Accra aforesaid and bounded on the North by the Osu
Stool land and measuring 1800' more or less, on the
South by property belonging to Odoi Kwao Family and
measuring 2890' more or less, on the East by the
Osu Stool land and measuring 2700' more or less and
on the West by the Osu Stool land and measuring
2030' more or less is the property of Nii Nortey
Agbeti Family of Christiansborg Accra aforesaid
and (b) an interim Injunction restraining the
defendants their agents, servants and workmen
from disposing of all or any portion of the said
land or dealing with or otherwise from interfering
with the same pending the hearing and determination
of the above case.

30

40

Issued at Accra the 12th day of October, 1940.

Sum claimed -
Tribunal fee -
Mileage and Service

Declaration of Title
£1. 5. -
-. 3. -
£1. 8. -

(Sgd) Tackie Obile
GA MANTSE.

TAKE NOTICE - If you do not attend the Tribunal may give Judgment in your absence.

Exhibits

"107"

Summons in Nii Adumua Nortey v. Nii Anyctei Kwao & Ors.

12th October 1940 - continued.

10

EXHIBIT "118"

"118"

DOCUMENTS AS TO LAND REQUIRED
BY ACHIMOTA COLLEGE

Accra,
S 276/ Horse Road,
A c c r a.

9th May, 1941.

Documents as to land required for Achimota College.

9th May 1941
to
27th October 1942.

Sir,

In the Matter of land at Alajo near Accra required for the service of the Gold Coast Colony.

20

With reference to my letter of the 22nd of January, 1940, and to your Notice of Acquisition dated the 12th day of March, 1941, received by me through the Divisional Court, Accra, I hereby claim the first and second areas as plots within late Nettey Quarshie's lands which now belong to his children and grandchildren.

30

2. I am the present head of the said late Nettey Quarshie's family, who have the right to make this claim.

3. I hereby claim for myself as such head and on behalf of the said family the sum of £450 for the two areas. This is made at the rate of £12.10. per 100 feet square as other lands situate on a higher plane in the vicinity are sold at £15 for the same measurement.

Exhibits

"118"

Documents as
to land
required for
Achimota
College.

9th May 1941
to
27th October
1942 -
continued.

4. I make no claim for the two roads for the fact that the roads are in improvement on the land of Alajo.

5. My family would be pleased if these plots of lands required may be taken on lease, and for the matter of that, I shall be obliged for your kind reply.

I am,
Your obedient Servant,

(Sgd) John Jos. Ocquaye

10

HEAD OF NETTEY QUARSHIE FAMILY
ACCRA.

To The Secretary,
The Achimota College,
Accra.

Accra,
S 276/ Horse Road,
Accra.

9th May, 1941.

Sir,

20

In the Matter of Land at Alajo near
Accra required for the service of
the Gold Coast Colony.

With reference to my letter of the 22nd January, 1940, and to your Notice of Acquisition dated the 12th day of March, 1941, received by me through the Divisional Court, Accra, I hereby claim the first and second areas as plots within late Nettey Quarshie's lands which now belong to his children and grandchildren.

30

2. I am the present head of the said late Nettey Quarshie's family, who have the right to make this claim.

3. I hereby claim for myself as such head and on behalf of the said family the sum of £450 for the two areas. This is made at the rate of £12.10. per 100 feet square as other lands situate on a higher plane in the vicinity are sold at £15 for the same measurement.

4. I make no claim for the two roads for the fact that the roads are an improvement on the land of Alajo.

Exhibits

"118"

5. My family would be pleased if these plots of land required may be taken on lease, and for the matter of that, I shall be obliged for your kind reply.

Documents as to land required for Achimota College.

I am,
Your obedient Servant,

9th May 1941
to

10

(Sgd) John Jos. Ocquaye,

27th October
1942 -
continued.

HEAD OF NETTEY QUARSHIE
FAMILY, ACCRA.

TO THE SECRETARY,
THE ACHIMOTA COLLEGE,
ACCRA.

Accra,
S 276/ Horse Road,
Accra.

15th May, 1941.

20 Sir,

In the Matter of Land acquired for the Service of the Prince of Wales College and School, Achimota, and in the Matter of Order-in-Council No.6 of 1941

30

With reference to my letter of the 22nd of January, 1940, and to your Notice of Acquisition dated the 12th day of March, 1941, received by me through the Divisional Court, Accra, I hereby claim the first and second areas as plots within late Nettey Quarshie's lands which now belong to his children and grandchildren

2. I am the present head of the said late Nettey Quarshie's family, who have the right to make this claim.

3. I hereby claim for myself as such head and on behalf of the said family the sum of £562.10. 0. the two areas. This is made at the rate of £12.10. per 100 feet square as other lands situate on a

Exhibits

"118"

Documents as
to land
required for
Achimota
College.

9th May 1941
to
27th October
1942 -
continued.

higher plane in the vicinity are sold at £15 for the same measurement.

4. I make no claim for the "Approach Road" and the "Connecting Road" for the fact that these two roads will be an improvement on the land of Alajo.

5. My family would be pleased if these plots of lands required may be taken on lease, and for the matter of that, I shall be obliged for your kind reply.

I am,
Your obedient Servant,

10

(Sgd) John Jos. Ocquaye

HEAD OF NETTEY QUARSHIE
FAMILY, ACCRA.

TO THE SECRETARY
THE ACHIMOTA COLLEGE,
ACCRA.

P.S.

Supported by,
(Sgd) Charles Nettey
Norkor Nettey x) Their
Narkai Nettey x) marks
(Sgd) R.J. Nettey
(Sgd) H. David Nettey
(Sgd) Solomon A. Nettey

20

Witness to marks

(Sgd) ?

No.125/1558.

Head Office,
Department of Agriculture,
P. O. Box No. 299,
Accra, Gold Coast Colony

30

11th February 1942.

VALUATION NO.187
ACHIMOTA - LAND FOR TILE MAKING

With further reference to my letter 123/1334 of 16 July 1940, a request was received from the Solicitor for Achimota Council for a valuation of the land which has been demarcated since my report.

2. The area comprises two plots, of 5.165 acres and 5.060 acres, and an approach road shown on Survey Department Plan Y486 of 20 February 1941. There is no sign of cultivation having been attempted. This land is regarded as useless for cassava by the local people. The agricultural value is low and may be put at a normal figure of 10/- per acre.

3. The first plot, on which the building now stand carries the following trees.

10

	<u>Value</u>
18 Mango large and Small	£2. 2. 6.
7 Cashew " " "	1. 2. 6.
10 Coconuts, medium & Small	<u>-.13. 6.</u>
	<u>£3.18. 9.</u>

Exhibits

"118"

Documents as to land required for Achimota College.

9th May 1941
to
27th October
1942 -
continued.

It is not known whether any trees were cut out on the building site or on the approach road.

(Sgd) W.H. Beckett
for ACTING DIRECTOR OF AGRICULTURE.

20

THE HONOURABLE
THE AG. COLONIAL SECRETARY,
VICTORIABORG, ACCRA.

S276/5 Horse Road,
Ussher Town, Accra.
24th March, 1942.

J. Henley Coussey, Esquire,
Solicitors Achimota Council,
A c c r a.

Dear Sir,

30

Valuation 187 - Achimota - Land for Tile
making

Your letter of the 25th February, 1942, intimating me of the valuation arrived at by one Mr. W.A. Beckett of the Department of Agriculture is hereby acknowledged, and in reply I would briefly say as follows :-

1. That Achimota Council has no intention of acquiring the Alajo land by purchase for tile making.

Exhibits

"118"

Documents as
to land
required for
Achimota
College.

9th May 1941
to
27th October
1942 -
continued.

2. That any conscientious person would have hesitated in forwarding such a valuation as arrived at by Mr. Beckett to an owner of land in the Gold Coast.
3. That Mr. Beckett's valuation being based on information received from illiterate local people, and not from his own scientific knowledge, I would humbly suggest that such an employee of the Gold Coast Government of the Department of Agriculture be called upon to resign his appointment from the Gold Coast Civil Service, as the retention of his services accrue no benefit to the Gold Coast in general. 10
4. That to a layman as myself, an acre of land measuring roughly 210 feet square that is a land of 4 plots of 100 by 100 with the 10 feet given as lands between the 4 plots thus should be valued at 10/- an acre, would mean a land 100 feet square is required on a "purchase" not lease at 2/6 half a Crown. 20
5. That with men like Mr. Beckett in the Department of Agriculture, I would now have no doubt why a good acreage of land presented by the Chief of Asamangese to that Department should be deserted with a great waste of Government revenue.
6. That as the Notice of Acquisition was not for cultivation, but for tile making, I would only now accept 10/- per square foot, otherwise Achimota Council must vacate the land to go to what was presented to the Government without charge in Akim. 30
7. That in the alternative, I would accept the land being taken on a lease by Achimota Council at 10/- an acre per month that is at £6 (Six Pounds) per acre per annum.
8. Will you kindly transmit this letter or its contents to the Achimota Council with my sincere thanks. 40

I am,

Your obedient Servant.

N O T I C E

IN THE SUPREME COURT AT VICTORIABORG,
ACCRA, EASTERN PROVINCE.

Exhibits

"118"

Documents as
to land
required for
Achimota
College.

Acq. of Land
Suit No.1/1942.

HEARING NOTICE TO PARTIES

In re Public Lands Ordinance Cap.113

- A n d -

In re Order in Council No.6 of 1941

- A n d -

In re Land required for service of
Prince of Wales College and School,
Achimota, Accra required for Tile
making.

9th May 1941
to
27th October
1942 -
continued.

10

To J.J. Ocquaye, Head of Nettey Quarshie Family of
Accra.

Take Notice that the above cause has been set
down at the Divisional Court, Accra, at 8.30 a.m.
on the 15th October, 1942, when it will come on for
hearing.

20

If when the case is called you do not appear
and answer, the Court will proceed to hear the case
without you.

Issued at Victoriaborg, Accra, this 7th day of
October, 1942.

By Order of the Court.

(Sgd) R.A. Bannerman,

REGISTRAR, DIVIL. COURT.

Exhibits

"118"

Tendered in evidence by J.J. Ocuaye
admitted in re Numo A. Cobblah etc.
v. J.W. Armah & Ors. 13/4/51.

Documents as
to land
required for
Achimota
College.

IN THE SUPREME COURT OF THE GOLD COAST
DIVISIONAL COURT
ACCRA.

9th May 1941
to
27th October
1942 -
continued.

In the Matter of the Public Lands Ordinance Cap 113 and in the Matter of Order in Council No.6 of 1941 and
In the Matter of Land required for the Service of the Prince of Wales College and School, Achimota, situate at Accra and required for Tile Making.

10

To J.J. Acquaye,
Head of Nettey Quarshie Family,
A c c r a.

TAKE NOTICE that according to the terms of the above-mentioned Ordinance and pursuant to Order in Council No.6 of 1941, you are hereby required to prove before the said Court on Thursday the third day of December, 1942, at 8.30 o'clock in the forenoon, your claim to or the interest which you have in regard to:-

20

ALL that land situate near the village of Alajo, East of the Accra-Nsawam Road near the town of Accra in the Accra District of the Eastern Province of the Gold Coast Colony and required for the service of the Prince of Wales College and School, Achimota, for tile making;

30

and also to prove as and in manner aforesaid the value thereof of your claim.

If you fail to attend the said Court for the purposes aforesaid the Court may proceed to give a decision ex parte upon hearing the evidence adduced on behalf of the Achimota Council and such decision will be as effectual as if given after hearing and in the presence of all parties claiming any interest in the said land.

Dated at Achimota this 27th day of October, 1942.

40

(Sgd)

?

SECRETARY OF THE
ACHIMOTA COUNCIL.

EXHIBIT "37"INDENTURE BETWEEN ODOI KWAO FAMILY
AND E.A. QUAYE

Tendered and admitted for Defendant
in re Numo A. Cobblah vs. J.W. Armah
and Ors. 20/2/51.

DEEDS REGISTRY
No.511/1941

Exhibits

"37"

Indenture
between Odoi
Kwao Family
and E.A.Quaye.

30th October
1941.

10

THIS INDENTURE made the 30th day of October One
Thousand Nine Hundred and Forty-One (1941) Between
NII ANYETEI KWAO Head of Nii Odoikwao Family
ODOITSO ODOIKWAO Mother of Nii Odoikwao Family JOHN
AMAR KOFIE MENSAH Sub-head of Nii Odoikwao Family
and EDMUND LAUD NIKOI O'LAI-KOTEY Head Overseer and
Linguist of the Family (successor in Office of the
late Johannes Mensah Amartei deceased) the Principal
Members and Elders of the Odoikwao Family whose
consent is necessary for the valid sale or aliena-
tion of the said Family property as attested here-
under by their signatures and execution hereof all
of Christiansborg Accra in the Eastern Province of
the Gold Coast (hereinafter called the VENDORS which
expression where the context so admits shall include
their successors and assigns) of the one part And
EDWARD AFFLAH QUAYE of Accra in the aforesaid Colony
(hereinafter called the PURCHASER which expression
where the context so admits shall include his heirs
executors administrators and assigns) of the other
part WHEREAS the VENDORS are the absolute owners
and seized in fee simple in possession free from
incumbrances of the hereditaments and premises
contained in the Schedule hereunder AND WHEREAS
the VENDORS have agreed with the PURCHASER for the
absolute sale to him the PURCHASER for the sum of
One hundred and Thirty pounds (£130) of the here-
ditaments and premises hereby granted in fee simple
in possession free from incumbrances and all family
or tribal claims and in manner hereinafter appear-
ing NOW THIS INDENTURE WITNESSETH that in pursuance
of the recited Agreement and in consideration of
the sum of One Hundred and Thirty Pounds (£130)
paid by the PURCHASER to the VENDORS (Receipt
whereof the VENDORS do hereby acknowledge) the
VENDORS as sole and absolute owners do hereby grant
and convey unto the PURCHASER ALL THOSE PIECES OR
PARCELS OF LAND contained in the Schedule hereunder

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30

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Exhibits

(General words and "all the estate" Clause)

"37"

Indenture
between Odoi
Kwao Family
and E.A.Quaye.

TO HAVE AND TO HOLD THE SAME UNTO AND TO THE USE OF
THE PURCHASER his heirs executors administrators
and assigns for ever

(Full Covenants for Title)

30th October
1941 -
continued.

THE SCHEDULE ABOVE REFERRED TO

Lot 1. ALL THAT PIECE OR PARCEL OF LAND situate
lying and being at Akanetso North-East Adabraka
Farrar Avenue Accra aforesaid and known as Plot No. 10
17 and bounded on the North by the property of J.O.
Comney measuring Sixty-seven feet (67' - 0") more
or less on the South by a Proposed Road measuring
Sixty-seven feet (67' - 0") more or less on the
East by Plot No.16 (property of B.K. Akwei) measu-
ring One hundred feet (100' - 0") more or less and
on the West by Plot No.18 and measuring One hundred
feet (100' - 0") more or less which said piece or
parcel of land is more particularly delineated on
the Plan attached to these presents and edged Pink. 20

Lot 2. ALL THAT PIECE OR PARCEL OF LAND situate
lying and being at Akanetso North-East Adabraka
Farrar Avenue Accra aforesaid and known as Plot No.
18 and bounded on the North by the property of
William Diakah measuring Sixty-seven feet (67' - 0")
more or less on the South by a Proposed Road measu-
ring Sixty-seven feet (67' - 0") more or less on
the East by Plot No.17 measuring One Hundred feet
(100' - 0") more or less and on the West by Plot
No.19 (property of Rev. Aryeetey Okwabi) and measu- 30
ring One Hundred feet (100' - 0") more or less
which piece or parcel of land is more particularly
delineated on the Plan attached to these presents
and edged Pink.

IN WITNESS WHEREOF the parties hereto have hereunto
set their hands and seals the day and year first
above written.

SIGNED SEALED AND)
DELIVERED by the said) Nii Anyetey Kwao his
NII ANETEI KWAO) x
ODOITSO ODOIKWAO JOHN) mark 40
AMAR KOFIE MENSAH and) Odoitso Odoikwao her
EDMUND LAUD NIKOI) Mother of the F. x
O'LAI-KOTey after the) mark

ExhibitsEXHIBIT "2"

"2"

AGREEMENT BETWEEN NII TETTEY GBEKE
AND MILITARY AUTHORITIES

Agreement
between Nii
Tettey Gbeke
and Military
Authorities.

Tendered and admitted for Defendants
in re Numo Ayitey Cobblah vs: J.W.
Armah & Ors. cases. 5.2.51.

4th November
1941.

AN AGREEMENT made this 4th day of November, 1941,
between NII TETTEY GBEKE, Dsasetse of the Otupai
Stool of the Ga State in the Gold Coast acting for
himself and for all those Elders and Councillors
whose consent and concurrence is required by Native
Customary Law to these presents (hereinafter called
the landlords) of the one part and Captain B. A.
Batchelor acting on behalf of the Military Authori-
ties Area Command Accra Gold Coast (hereinafter
called the tenants) of the second part witnesseth
as follows:-

10

The Landlords agree:

(1) That they with all their people servants etc.
sic will vacto the village of AKALADI within one
week from the date hereof and will thereafter
cease to use or occupy the said village except
with the written permission of the tenants.

20

(2) That they will, within one week from the date
hereof, remove all their moveables and cattle,
including sheep and goats from the said village
and its surroundings.

(3) That they will not without the written permis-
sion of the tenants, squat or permit any other
person or persons to squat within a radius of
six hundred yards from the centre of the said
village

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(4) That the tenants may at their sole discretion
take down and or remove any or all the buildings
structures etc. of any sort whatsoever in the
said village, Paying such compensation as may
be determined by a valuer appointed for that
purpose by the District Commissioner Accra.

(5) That for the period of this agreement the tenants
may at all times have a right of way or use for
any purpose whatsoever all that area which lies

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within a distance of six hundred yards from the said village and the landlords will, if requested by the tenants so to do, quit from the whole or part of such area provided that compensation shall be payable by the tenants to the landlords for any loss or damages which may thereby be incurred by the landlords and provided further that such compensation shall be assessed by the District Commissioner Accra.

Exhibits

"2"

Agreement
between Nii
Tettey Gbeke
and Military
Authorities.

- 10 (6) That they will accept such valuation and/or compensation as may be awarded by the valuer the District Commissioner Accra. 4th November 1941 - continued.
- (7) That upon payment or offer of payment by the tenants to the landlords of the agreed rental or any sum fixed by the valuer or the District Commissioner by way of compensation the landlords will indemnify the tenants against any claims, proceedings, actions etc. which may be made by

The tenants agree:-

- 20 (1) That they will give a present of £5 to the landlords in accordance with Native Custom and they will pay to the landlords the agreed rental by regular monthly payments and that they will pay such compensation to the landlords as may be assessed by the valuer or the District Commissioner.
- 30 (2) That they will permit the landlords peacefully sic to farm between the hours of 6 a.m. and 5 p.m. on their own land lying within a radius of six hundred yards from the said village unless they shall require any part or the whole of such lands for any military or other purposes.

It is hereby further agreed:-

- (1) That the monthly rental payable by the tenants to the landlords shall be £4.12.10d payable in advance as per the Schedule hereunder
- 40 (2) That this agreement shall remain in force for one year but may be extended for a further period of one year upon the tenants giving to the landlords one month notice in writing.
- (3) That the agreement may be determined at any time

Exhibits

"2"

by the tenants giving to the landlords one month's notice in writing.

Agreement between Nii Tettey Gbeke and Military Authorities.

4th November 1941 - continued.

SCHEDULE OF ANNUAL RENTALS

House No.725/9 - Owner Tetteh Obuo Addy-Rent	£3.12.0	
Room West of 726/9 - Owner Kpanie Okine Rent	12.0	
Two Corrugated iron room West of 726/9		
Owner Madam Mensah Rent	£3.12.0	
House No.726/9 - Owner Madam Momoe Rent	6. 0.0	
House No.727/9 - Owner Madam Affia Rent	8. 8.0	
Room near 728/9 - Owner William Cobblah Rent	12.0	10
House No.728/9 - Owner Madam Ayealey Rent	9. 0.0	
House No.729/9 - Owner Codjoe Addy Rent	8. 0.0	
House No.730/9 - Owner Madam Akoley Rent	2.10.0	
House No.731/9 - Owner Joseph Addy Rent	2. 0.0	
House No.733/9 - Owner Okoe Nortey Rent	3. 0.0	
House No.734/9 - Owner Madam Kowah Rent	2. 8.0	
House No.735/9 - Owner Madam Dzomerley Rent	6. 0.0	

Signed by Dsasetse Nii Tetteh Gbeke in the presence of B.A. Batchelor District Commissioner)

Nii Tettey Gbeke II

20

Attested by the following persons after the contents had been read over to them in the Ga language when they appeared perfectly to understand same.

E.T. Addy

their

Codjoe Addy
Tetteh Oboe Addy
Joseph Addy
Robert Okine

x
x
x
x
marks

30

their M.N. Aryee

Okoe Nortey x
Ayealey x
Akoley x
Kumah x
Dzomerley x
Affia x
Momoe x
Mansah x

Witness to marks
P Int.
?
A'Regr.
In the presence of
?
District Commissioner.

marks

40

Signed by Capt. B.A. Batchelor on behalf of the Military Authorities in the presence of

?
Cap

?
District Commissioner.

EXHIBIT "3"TITLE DEED BETWEEN NII TETTEY GBEKE
AND GOVERNMENT

Tendered and admitted for Defendant
in re Numo Ayitey Cobblah vs: J.W.
Armah & other cases. 5/2/51.

72/42.

Exhibits

"3"

Title Deed
between Nii
Tetty Gbeke
and Government.

27th December
1941.

10 THIS INDENTURE made the 27th day of December
1941 Between Nii Tetty Gbeke II Dsasetse of the
Stool of Otopai Accra in the Accra District of the
Eastern Province of the Gold Coast Colony acting
for himself and as the representative of all mem-
bers of the Stool of Otuopai whose consent to or
concurrence in these presents is for the more per-
fect assurance of the provision hereof requisite
or desirable according to native customary law or
to the customs of the said Stool of Otuopai which
consent is sufficiently testified by the attestation
of these presents by some of such members (herein-
20 after called "the Stool" which expression shall
wherever the context so admits or requires include
the said Nii Tetty Gbeke II his successors in
title and assigns) of the one part and THE GOVERNOR
OF THE GOLD COAST COLONY (hereinafter called "the
Government" which expression shall where the con-
text so admits or requires include his successors
in office and his duly authorised officers and ser-
vants) acting by James Alphonsus Rice, Esquire,
Acting Commissioner of Lands of the said Colony
30 of the other part WHEREAS the Government proposes
at its own expenses to lay out in a convenient or-
derly and sanitary manner certain land situate at
Kokomlemle Accra in the Accra District of the
Eastern Province of the said Colony and shewn edged
red on plan No. G.C./B.1577 attached to these pre-
sents and in connection therewith to construct on
the said lands roads streets lanes drains dustbins
latrines incinerators wash-houses or any of them
and any other works whatsoever which in the opinion
40 of the Government will be necessary for purposes of
public utility health and convenience AND WHEREAS
the said layout will be of great service and advan-
tage to the members of the Stool AND WHEREAS the
Stool is ready and willing to permit the Government
to enter upon the said land and to demarcate and
pillar the same and also to acquire under the Public

Exhibits

"3"

Title Deed
between Nii
Tettey Gbeke
and Government.

27th December
1941 -
continued.

Lands Ordinance all lands which may be requisite or necessary in connection with the construction of the said roads streets lanes drains dustbins latrines incinerators wash-houses or any of them and other works whatsoever as aforesaid free from all claims and respect of compensation therefore NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the great service and advantage to the members of the Stool as aforesaid and of the sum of one shilling now paid by the Government to the Stool (the receipt whereof the Stool doth hereby acknowledge) the Stool doth hereby covenant with the Government that the Government shall be permitted to enter upon demarcate and pillar the said land shewn edged red on the plan here-to attached and also temporarily to enter upon and use any land or lands adjacent to any land or lands required or acquired as aforesaid for the purpose of effecting the said layout or constructing any building or work in connection therewith or for the purpose of quarrying and the removal of such stone as may be required for the construction of the said roads lanes drains dustbins latrines incinerators wash-houses and other works in connection with the layout free of all further charge and freed from all claims for damage or trespass or of any other nature by whomsoever made AND the Stool doth further covenant that the Government shall be permitted forthwith to acquire as aforesaid free from all further charge and free from all claims in respect of compensation by whomsoever made all the several pieces or land situate at Kokomlemle aforesaid and shewn edged red on the plan attached to these presents AND the Stool doth also covenant with the Government that the Stool will keep the Government indemnified from and against all actions proceedings costs damages charges expenses claims and demands whatsoever in respect of any land or lands being private property which shall have been acquired or occupied as aforesaid by the Government for the purposes aforesaid AND THE STOOL doth hereby further covenant with the Government that the Stool will keep the Government indemnified in so far as the interest of the Stool or any person lawfully claiming under or in trust for the Stool is concerned from and against all actions proceedings costs and damages whatsoever in respect of any steps reasonably taken or trespass reasonably committed by the Government in the course of such laying out and construction as aforesaid IN WITNESS WHEREOF the

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20

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sic

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party hereto of the first part has hereunto set his hand and seal and the party hereto of the second part has hereunto set his hand and affixed the seal of the Lands Department of the said Colony the day and year first above written

Exhibits

"3"

Title Deed
between Nii
Tettey Gbeke
and Government.

27th December
1941 -
continued.

10

SIGNED SEALED AND)
DELIVERED by the) (Sgd)
said Nii Tettey) Nii Tettey Gbeke II
Gbeke II in the) (L.S.)
presence of)

(Sgd) Cecil Richard Kelly
Asst. D.C.

20

Attested by marks)
or signatures of) (Sgd) E.T. Addy
the following) " W.Q.A. Addy
members of the) " M.T.T.Q. Aryee
Stool of Otuopai:)

E.T. Addy) T.T. Aryee x his mark
W.Q.A. Addy) Joseph Addy x his mark
T.T. Aryee) (Sgd) J. Adjetey Okai
M.T.T.Q. Aryee) Tetteh Oboe Addy x his mark
Joseph Addy)
J.A. Okine) Albert Okine x his mark
Tetteh Oboe Addy) Antieh Addy x his mark
Albert Okine) (Sgd) A.N. Yebuah
Antah Addy) " J.M.A. Addy
A.N. Yebuah)
J.M.A. Addy)

Witness to marks
(Sgd) N.A. Ollennu

30

after these pre-)
sents had been)
read over and in-)
terpreted to them)
and the purport)
and effect thereof)
had been previously)
explained to them)
in the Ga language)
by N.A. Ollennu of)
Accra when they)
appeared perfectly)
to understand the)
same in the)
presence of:)

40

(Sgd) Cecil Richard Kelly
Asst. D.C.

Exhibits

"3"
Title Deed
between Nii
Tettey Gbeke
and Government.
27th December
1941 -
continued.

Signed Sealed with the)
Seal of the Lands)
Department and Delivered)
by the said James)
Alphonsus Rice for and) (Sgd) J.A. Rice.
on behalf of the)
Governor of the Gold)
Coast Colony in the)
presence of:-)

(Sgd) ?
1st Div. Clerk
Lands Dept. Accra.

10

I of the State of Para-
mount Chief of hereby assent to the
above written disposition of the land therein
referred to.

Signed by the said)
in the presence of)

"8"

EXHIBIT "8"

Agreement
between Salifu
Bunbubakari
and Free
French Mission.
10th February
1942.

AGREEMENT BETWEEN SALIFU BUNBUBAKARI
AND FREE FRENCH MISSION

20

Tendered and admitted for defendant
in re Numo Ayitey Cobblah v. J.W.
Armah & 18 other cases. 13/2/51.

593/42.

AN AGREEMENT made this tenth day of February,
1942, between ELHADJE SALIFU BUNBUBAKARI of Accra
(hereinafter called the landlord) of the one part
and Commandant George Louis Ponton head of the Free
French Mission in the Gold Coast (hereinafter called 30
the tenant) of the second part witnesseth as fol-
lows:-

The landlord agrees:-

- (1) That as from the date of this agreement he and
all his agents and servants will vacate that
piece of land at Kokomlemle in the town of Accra
which piece of land is shaded pink in the plan
hereto attached and marked "A".

(2) That he will permit the tenant to take possession and occupy the said piece of land for all purposes whatsoever in connection with a transit camp free from all interference and molestation and will permit the tenant to erect such temporary buildings thereon as the tenant may think to be necessary and to make and maintain roads, drains, water and electricity installations etc.

Exhibits

"8"

Agreement between Salifu Bunbubakari and Free French Mission.

10 (3) That he will keep the tenant indemnified against any claims, actions, proceedings etc. which may be made by any other person or persons by reason of the tenant's use or possession of the said piece of land.

10th February 1942 - continued.

The Tenant agrees -

20 That he will give a present to the £2 to the landlord in accordance with native custom and will pay to the landlord the agreed rental by regular and equal monthly payments made in advance on or before the first day of each month.

sic

The landlord and the tenant hereby further agree -

(1) That this agreement shall be in force for one year from the date hereof but may be extended for a further period of one year upon the tenant giving to the landlord one month's notice in writing.

(2) That the rental shall be £12 per annum

30 (3) That any matter of dispute or disagreement whatsoever which may arise between them and which is not capable of an agreed settlement shall be referred to the District Commissioner Accra, whose decision shall be final and shall be accepted by both parties notwithstanding that such decision may require one party to pay to the other party a sum of money by way of damages or compensation.

(4) That this Agreement may be determined at any time by the tenant giving to the landlord three months notice in writing.

40 Signed by ? ? ?
 ? ? ?

Witness
Alhaji A. ? ?

S.D. Codjoe
Interpreter.

Exhibits

"8"

Agreement
between Salifu
Bunbubakari
and Free
French Mission.

10th February
1942 -
continued.

Signed by the said Elhaje Salifu Bunbubakari after
this agreement have been first read over and ex-
plained to him in Ga language by S.D. Codjoe of
Accra who seemed to understand the same before
signing his name.

In the presence of:

(Sgd) ? ? ?
DISTRICT COMMISSIONER.

Signed Sealed and Delivered by Commandant G. L.
Ponton on behalf of the Free French Mission in the
Gold Coast.

10

In the presence of: (Sgd) G. L. Ponton.
(Sgd) ? ? ?
DISTRICT COMMISSIONER.

"50"

EXHIBIT "50"

Judgment of
Provincial
Commissioner in
T.K. Molai v.
Abblah Kotey.

12th May 1942.

JUDGMENT OF PROVINCIAL COMMISSIONER
IN T.K. MOLAI v. ABBLAH KOTÉY

∟ This repeats Exhibit "54" p. 1.
to p. 1.]

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EXHIBIT "61"ExhibitsINDENTURE BETWEEN TETTEY GBEKE AND
MOSES KLU SOWAH

"61"

Tendered and admitted for Defendant
(Afiyca v. Gbese) in re Numo Ayitey
Cobblah v. J.W. Armah & Ors. 2.3.51.

Indenture
between Tettey
Gbeka and
Moses Klu
Sowah.

26th September
1942.

10 THIS INDENTURE made the 26th day of September One
Thousand nine hundred and Forty two (1942) BETWEEN
NII TETTEY GBEKE as Dsasetse of the OTUOPAI QUARTER
of Accra with the consent and concurrence of the
principal members of the said quarter whose consent
and concurrence are requisite and necessary to the
execution of any valid document for the alienation
of OTUOPAI QUARTER property and which consent and
concurrence is signified by some of the said prin-
cipal persons attesting as witnesses hereto (here-
inafter called the VENDOR which expression shall
where the context so admits include his successors
and assigns) of the one part AND MOSES KLU SOWAH of
20 Teshie, Accra in the Province aforesaid (hereinafter
called the PURCHASER which expression shall where
the context so admits include his heirs personal
representatives and assigns) of the other part
WHEREAS the Vendor is seised in fee simple and other-
wise well possessed of the hereditaments hereinafter
described and intended to be hereby conveyed and has
agreed with the Purchaser for the absolute sale to
him of the said hereditaments for the sum of THIRTY
POUNDS (£30. 0. 0.) NOW THIS INDENTURE WITNESSETH
30 that in pursuance of the said agreement and in con-
sideration of the said sum of THIRTY POUNDS (£30)
to the Vendor paid by the Purchaser on or before
the execution of these presents (the receipt where-
of the Vendor doth hereby acknowledge and from the
same doth hereby release the Purchaser) the Vendor
doth hereby grant and convey unto the Purchaser his
heirs personal representatives and assigns ALL THAT
PIECE OR PARCEL OF LAND WITH BUILDING THEREON situate
40 lying and being at KOKOMLEMLE in the Province afore-
said and bounded on the North by Otuopai Stool land
measuring One hundred and Twenty five feet (125'-0")
more or less on the South by Otuopai Stool land
measuring One hundred and Twenty five feet (125'-0")
more or less on the East by Otuopai Stool land
measuring Seventy feet (70'-0") more or less and on
the West by Accra Nsawam Motor Road measuring Seventy

Exhibits

"61"

feet (70'-0") more or less which said piece or parcel of land is more particularly delineated in the plan attached hereto and coloured "Red"

Indenture
between Tettey
Gbeke and
Moses Klu
Sowah.

(General words and "all the
estate" Clause)

26th September
1942 -
continued.

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted or expressed so to be unto and to the use of the Purchaser his heirs personal representatives and assigns

(Full covenants for Title)

10

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED AND)
DELIVERED by the)
said NII TETTEY) Nii Tettey Gbeke II (L.S.)
GBEKE II in the)
presence of:)

E.T. Addy
J. Adjetey Okai

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Antie Addy x their (Right thumb print of Antie Addy)
Tetteh Oboe Addy x (Right thumb print of Tetteh Oboe Addy)
marks Oboe Addy)

M.T.T.Q. Aryee.

SIGNED SEALED AND)
DELIVERED by the)
said MOSES KLU) M. K. Sowah
SOWAH in the)
presence of:)

30

S.A. Sowah.



EXHIBIT "139"JUDGMENT OF LANE J. IN DR. F.V. NANKA-BRUCE
v. TETTEY GBEKEExhibits

"139"

Tendered and admitted for Plaintiffs.
7/5/51.

Judgment of
Lane J. in
Dr. F.V.
Nanka-Bruce v.
Tettey Gbeke.

1st December, 1942.

1st December
1942.

In the Supreme Court of the Gold Coast, Eastern
Province, held at Victoriaborg, Accra, on Tuesday
the 1st day of December, 1942, before His Honour
10 Mr. Justice C.A.G. Lane.

Dr. F.V. Nanka-Bruce of Accra as Head
and Representative of the Family of
Okai Tiseh, late of Accra, Plaintiff

v.

Tettey Gbeke as representative of all
other the members of the Atukpai family
of Accra, and
A.A. Allotey, both of Accra, Defendants.

JUDGMENT -

20 This action relates to a small piece of land
about 3 miles to the North of Accra on the Accra-
Nsawam Road in what are now the suburbs of the town.
Up to fairly recent times it had little value, being
regarded as agricultural land of no great merit,
but in later years as the town has spread in that
direction it has acquired value for building
purposes: when a layout for suburban development
in this area was prepared by Government a new
interest in this and adjoining pieces of land was
shown.

30 The action was started in the Ga Paramount
Tribunal and transferred to this Court.

The writ describes the plaintiff as head and
representative of the family of the late Okai Tiseh;
in it he claims against (1) Tettey Gbeke as repre-
sentative of the Atukpai family, and (2) A. A.
Allotey personally -

- (a) A declaration that all that land situate be-
tween Avenor and Akrade villages, Accra,
bounded on the North by the lands of Tetteh

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Azau and Okai Gbese respectively; on the South by the land of others; on the East by the land of Nortei and Akraɔ; on the West by the Odor stream, is the property of the family of Okai Tiseh of which the Plaintiff is the head, and

(b) An Injunction restraining the defendants from trespassing on the land or erecting buildings on it or interfering with his title.

There was a motion for an interim Injunction, filed by the Plaintiff, but no Order was made upon it. A survey and plan of the land claimed by the plaintiff were made at the order of the Court. The plan is Exhibit "1".

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The Plaintiff's claim in the writ embraces land on either side of the Accra-Nsawam Road. His claim is edged grey in Exhibit "1". The defendants are not resisting the claim to the land on the left of this road, and lying between it and the Odor stream, so that in respect of that portion the plaintiff must succeed.

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The portion edged pink in Exhibit "1" on the right of the road is the land in dispute. The 1st defendant claims that it belonged to the Atukpai Stool; that a portion of it (edged purple) was granted to the 2nd defendant by that Stool and that the remainder is still attached to the Stool.

It is the portion edged pink therefore that is in issue in this case. As regards the boundaries set out in the writ the plan is not helpful. The evidence as to the boundaries will be considered later.

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There were no written pleadings.

The Plaintiff's case is that he is head of the family of Okai Tiseh, who died some time in the 1860's and who was "Oshipi" or head captain of the Ga fighting men, and who belonged to the Gbese quarter of Accra in the Ga federation of tribes; that Okai Tiseh founded a separate family with possessions and a house of its own: that Okai Tiseh, whose female slave married a relative of Adu, the Korle priest, received from the latter a verbally made grant of the land in question some

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time in the 1850's or 60's: that the Korle Priest as head of the Korle Webii, who also belonged to the Gbese quarter of Ga, had power to grant lands to individuals, the Korle Webii being caretakers of lands which includes this area, for the Gbese Stool under the Ga federation: that Okai Tiseh's slaves, Kadabi and others, occupied the land for him: that Kadabi built a mud hut on the land, and that he and others lived and farmed there: that Kadabi died about 1880, and after this the land was used by members of Okai Tiseh's family that latter a caretaker Tetteh Kobla, (who is still alive and gave evidence in this case) was put in charge for the members of the family who were by then educated people with other interests: that acts of user such as plucking mangoes and cashews have continued up to present times, showing dominions over the land: that no interference with their rights took place until 1926 when the Acting Korle Priest, Tetteh Kwei Molai, sued the present plaintiff claiming title to the land, in which he was non-suited, by a judgment of this Court delivered in 1928: that in 1938 there was interference by the removal from the land of a watchman employed by Mr. T. Hutton-Mills, one of Okai Tiseh's family, by somebody; and again by the beginning of the erection of a modern building on that part of the land claimed by the plaintiff, which is also claimed by the 2nd defendant. This precipitated the action.

The plaintiff pleads that the Atukpai family, while they may have a family Stool, have no recognised Stool under the Ga federation and own no lands attached to such stool. They spring from Tetteh Churu of Gbese quarter; as Gbese people they may own individual farms, or small groups of them may have settlements upon Ga lands but any such settlements or farms do not stamp the area which they claim as Atukpai Stool land, and they have no claim to the land in dispute.

The plaintiff's case in short is that his ancestor obtained a judgment of the land conferring ownership; it was not a mere permission to squat; if it had been the Korle Webii would have resumed possession: rights of possession and ownership have been exercised by the plaintiff's family and ancestors throughout; until about 1937 the 1st defendant stood by and watched the Atukpai's alleged rights being litigated over. The Plaintiff does not plead estoppel in this regard but says that it

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continued.

raises a strong presumption against the defendants, and that their case fails of its own merits.

The 1st defendant's case as stated by Counsel is that the land in dispute formed part of a much larger area granted to the Atukpai people, who it is claimed to have a Stool of their own, by the Ga Manche, Tackie Komey, over 100 years ago; that the Atukpai had been in possession and occupation of it for over 100 years; that the Atukpai Stool granted to Adams, the predecessor in title of 2nd defendant, a portion of the land about 35 years ago; and made grants of other portions to other people; that any grant to Okai Tiseh of the land edged pink was invalid in face of the grant by the Ga Manche; that the Atukpai have villages near the land claimed, one of which they founded as long ago as about 1822; that as regards the action started in 1926 and finished in 1928, wherein the Acting Korle Priest was non-suited in his claim to the land against Dr. Bruce, the Atukpai people did not know of it and were not affected by it. The 1st defendant cannot say whether or not the plaintiff is head of the Okai Tiseh family; no formal application to join the persons who are alleged to have received grants from the 1st defendant is before the Court.

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The 1st defendant in effect says that the large area edged green in Exhibit "1" originally was Atukpai Stool land and that out of it certain grants were made by his Stool and that of the portion edged pink (claimed by the Plaintiff) they still own all except the plot granted by them to Adams and now belonging to the 2nd defendant, and apparently also plots granted to Hammond and Ada Densua. They resist the plaintiff's claim on this ground.

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The 2nd defendant's case is that -

- (1) the plaintiff is not the head of the Okai Tiseh family and not the proper person to institute the action in the capacity in which he has done so:
- (2) the land in dispute never belonged to Okai Tiseh and was never occupied by him or by anyone for him:
- (3) the land belonged to the Atukpai Stool who granted a portion to the late J. H. Adams

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between 1900 and 1903; that Adams occupied it, put pillars on it and demarcated it by planting sisal on the Northern and Southern boundaries to the knowledge of the plaintiff's caretaker, Tetteh Kobla: that on Adams' death in 1931, the 2nd defendant inherited from him: that he applied to the Atukpai Stool who gave him a conveyance in confirmation of Adams' title: that the 2nd defendant's portion has been divided into residential plots and 9 of the plots granted to various people, the 2nd defendant retaining only a small piece, part of which is in the land claimed by the plaintiff and part outside it: one of the grantees, one N.S. Allotey, has begun building on land claimed by the plaintiff.

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There was no formal application to join these alleged grantees before the action came up for trial.

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By his pleading the 2nd defendant based his title on that of the Atukpai Stool.

In evidence however it transpired that Adams' title was derived from a grant to him by one Ayi Kwami, his uncle, in 1901, who was himself a member of the Korle Webii, and that the land was said at the time to be Korle Webii land on which tolls were paid. And that it was only in 1939 that the 2nd defendant obtained a conveyance from the 1st defendant's Stool.

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Before considering these claims it is as well to set out the history of the litigation in 1926-28, as much of the evidence in that case has been put in evidence here and it is of importance in assessing the value of that given now. A claim to this land was made in a suit entitled Ankra & Others v. Tetteh Kobla in the Ga Paramount Tribunal: it was transferred to the Divisional Court and by leave was discontinued and the action of Tetteh Kwei Molai v. Emma C. Bruce and Tetteh Kobla was commenced. Tetteh Kwei Molai was Acting Korle priest, head of the Korle Webii; Emma C. Bruce is a sister of the plaintiff in this present suit and is now Mrs. Emma Hutton-Mills, and one of the Okai Tiseh family; Tetteh Kobla was and is the caretaker of the plaintiff's family on the land they claim. Tetteh Kwei Molai was non-suited in that action: he was claiming

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a declaration of title for the Korle Webii against the present plaintiff and his family. In 1926 Emma was looking after the land for the family. Tetteh Kobla as caretaker reported encroachment by Adams on the land: Emma visited the land after reporting to her brother, Dr. Bruce, as the alleged head of the family, and after getting money from him for "rum", which she sent to Tetteh Kobla with instructions to give to the neighbours and to inform them that they intended to demarcate the family land, and to invite them to attend. The neighbours did not attend on this occasion and Emma was present (though she did not herself check the boundaries), while Tetteh Kobla and an old woman Adjuah Fin are said to have showed the boundaries to Annan Tagoe and Ayitey Tagoe, and cut them. An Oath was sworn by Tetteh Kwei Molai and his relative Ankrah began the suit of trespass against Tetteh Kobla which later became the suit in the Divisional Court. Tetteh Kwei Molai's claim on behalf of the Korle Webii was that the Korle Webii owned the land from time immemorial and that the permission granted to Kadabi, an ancestor of the then defendants, (present plaintiff) to squat and cultivate conferred no title, Kadabi having been removed long before the action. The then defendant (i.e. the present plaintiff and his relatives) pleaded an absolute grant from the then Ga Manche, confirmed by the Korle Priest as caretaker for the Ga Stool, to Okai Tiseh, together with occupation by the latter's people and subsequent acts of ownership. As I have said, Tetteh Kwei Molai was non-suited: there was no appeal: the Atukpai made no claim to the land:

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Samuel Addy, who was head of the Atukpai then, in the 1926 proceedings gave evidence, when application was made for the transfer of the suit from the Ga Manche's Tribunal. His evidence had no bearing on the history of title of the land and was merely in connection with the merits of the application to transfer, but it showed that his family were willing to stand by and see litigation proceed as to a piece of land which they are claiming to be theirs. He was then supporting the party who was claiming for the Korle Webii against the present plaintiff (who is now seeking to establish his title through the Korle Webii) whereas now the Atukpai family are seeking to controvert a title to this land through the Korle Webii and incidentally any claim by the Korle Webii to adjoining land.

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The defendants put in issue the alleged title of the Atukpai to the larger area edged green of which the pink area is said to be part. I must say at once that they entirely failed to convince me as to that title. I will deal with that later.

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The Plaintiff must succeed on the strength of his own title and not on the weakness of the defendants'. Let us therefore look into the plaintiff's case; and consider the evidence of -

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1942 -
continued.

- 10 (1) the grant.
- (2) the extent of any such grant i.e. its boundaries.
- (3) use and occupation by the plaintiff's family.
- (4) the plaintiff's right to sue.

20 Evidence of tradition on which the case is largely built is necessarily unsatisfactory: memories are fallible and tinged with sympathy one way or the other. Native law and custom appear to be flexible and variable. Evidence of tradition therefore needs corroboration of some kind before it can be relied on.

30 I think there is no doubt that at the relevant time, 80 or 90 years ago, the land was forest and that the Korle Webii, whose head was their priest, were in charge of it under the Gbese Stool under the Ga federation; that in practice the Korle priest made dispositions of land; that land was of no value except for cultivation and that Gbese people were entitled with the approval of the Korle priest; but that not in all cases was this done. The Korle people appear to have collected tolls in some cases from squatters: there is no evidence that they did so in regard to this land. The parties here were all Gbese people.

40 Evidence of an absolute grant by the Korle priest Adu to Okai Tiseh is lacking. Dr. Bruce's evidence of a grant is merely what he was told not earlier than 1926: he had never inquired before the 1926 case begun. Emma's evidence of a grant is what she says she was told by her aunt Jessie Tagoe and an old slave woman Adjua Fio (both are now dead) and Tetteh Kobla. Adjua Fio gave evidence in the

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1928 case but her evidence was not tendered here. Tetteh Kobla is the main witness for the plaintiff: he gave evidence in the 1928 case and in this. He is very old and infirm, but his faculties seemed good considering his age and his memory better than one would have expected. His connection with the land was as follows (I shall deal with this later at length): Kadabi, a slave of Okai Tiseh (he is also described as a slave of Okai Tiseh's father Teiko Churu) first lived on the land and cultivated there with other slaves of the family: Kadabi built a hut on the hill, on the pink portion and farmed there, later moving to Avenor village on the left of the road and farming on the left of the road and on the right also: Kadabi was caretaker of the land on both sides claimed by the Okai Tiseh family: he died about 1880: Tetteh Kobla came to live at Avenor before this: he was away for a time and returned later to find Kadabi away or dead and one Adabu looking after the land: he was made caretaker about 1896 by Mrs. Florence Hutton-Mills, an elder sister of Dr. Bruce who, according to the plaintiff's case, had then succeeded to the family property he has been caretaker ever since. Tetteh Kobla has had a personal knowledge of the land since before 1880 and is therefore the best evidence available. He is a Gbese man and a relative of Okai Tiseh. He gave no evidence of an absolute grant to Okai Tiseh.

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On this point his statement amounted to this: when he first knew the land Kadabi and other slaves of Okai Tiseh were farming there, Kadabi living on the right of the road and later moving: the fruits of the soil were regularly sent to the Okai Tiseh family represented first by Mrs. Christiana Bruce, then by Mrs. Florence Hutton-Mills her daughter, who lived in Accra. Nothing was done to perfect the title until Adams' encroachment was seen about 1923. Then Emma Bruce (now Hutton-Mills) instructed him to notify the neighbours and declare the boundaries, and clear them. This he did, showing them to Emma, Annan Tagoe and others.

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I therefore say that on Tetteh Kobla's evidence, together with what other evidence is available, there is no clear evidence of a direct grant to Okai Tiseh; merely evidence of permission to him for his slaves to squat on the land, that the slaves did so, and that members of the family visited the land, that the fruits of the soil were

taken to the plaintiff's family and rights of ownership exercised. Their rights were sought to be confirmed by Emma and Tetteh Kobla sending rum to the neighbours, and inviting them to be present when they marked their boundaries. The neighbours did not attend. They successfully upheld their rights in the 1926-28 case so far as the Korle Webii were concerned, the Atukpai not intervening. In 1937 when a piece of this land was advertised for sale as belonging to Tetteh Kwei Molai, they protested and the sale was abandoned. The Atukpai still had made no claim. When building was seen to be going on on the land in March 1942, on the part claimed by defendant 2, this action was brought.

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continued.

It seems clear, therefore, that the plaintiff's family have consistently exercised rights of ownership in respect of some of the land if not all: as to what that land amounted to I will discuss later. The evidence will show I think that their assertion of rights to the right of the road was never made until 1926 and that between the time when Kadabi lived on that portion, farmed and went away, and the assertion of rights in 1926, there is a very lengthy gap or period of time when this educated family took no interest in the land at all and took no steps that can be traced.

(2) As to the extent of the land and its boundaries: there is certainly a vagueness on this point. Tetteh Kobla's evidence is the lynch-pin of the case: he is vague and inconsistent. It seemed clear that in old days boundaries were not by any means strictly laid down, certainly not in the case of a squatting right in forest land. At most a person who intends to build and farm on a piece of farm land would indicate to the authority, (in this instance the Korle Priest), where he wanted to do this and if the latter agreed, the squatter would proceed to build and farm more or less at his own will. This is what seems to have happened. Okai Tiseh got permission for his or his father's slaves to squat there; Kadabi built on the right of the road and farmed there for a time: it is clear that he and other slaves farmed consistently on the left of this road: the evidence as to their farming on the right is conflicting.

Some of the slaves did not live on the land but visited their farms from the family house in Accra,

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continued.

while others including Kadabi and Nyami Yarbrow had huts there, the latter it seems on the left. Kadabi certainly moved later to Avenor. The land between the road and the river is generally speaking better farming land and there are more mango trees there. The land claimed by Emma in 1926, from what she was told by Tetteh Kobla and other old persons, was the land that had been originally farmed by the slaves. Their cultivation had been shifting. These are the boundaries which Tetteh Kobla pointed out in 1926 to Emma and Annan Tagoe and which were said to have been defined; these are the same which were pointed out to the surveyor and appear as pink edging in Exhibit "1". Annan Tagoe pointed them out to the surveyor in 1942.

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Let us examine Tetteh Kobla's evidence as to boundaries, for it all depends on him. In the 1928 case he said that the lands he measured were those farmed by Kadabi, Nyami Yarbrow and Benyadi; he described the land as Yartey's and Tetteh Kwei Molai's on the right, and Lamptey's, Kofi Vanderpuye's, Adenaja's, Nyotaben's, Nyami Yarbrow's and Benyadi's on the left. There is conflicting evidence that some of the latter also farmed on the right.

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In this case he said that adjoining owners were Tete Kwami (apparently on South of the pink area, but he contradicted himself for he also said Tete Kwami was to the North); Ajete (apparently on South-East or East); Okai Gbeke (apparently on North-East); and Tete Azau (apparently on the left of the road, to North-West of pink area). He could not explain coherently to the surveyor on the spot although I have seen for myself that one could point out nearly all the salient points from a spot on the main road. His oral evidence therefore does not help greatly. But there is evidence of the boundary that he showed on the spot in 1926; the evidence of Emma, Annan Tagoe and Okai Tagoe as well as Tetteh Kobla's own. The line was taken on the East and North-East corner very near to some old ruins which I saw myself and which were apparently the ruins of houses built by Kwatei, Kadabi and possibly Nyami Yarbrow. The plaintiff's case as to boundaries must therefore be said to rest on the boundaries pointed out in 1926 by Tetteh Kobla. Incidentally there is evidence that at that time he asserted that Adams' land came up to the Okai Tiseh land but no further. Tetteh Kobla appeared to me to be a fair witness and not one who was trying to make out a specious case for the plaintiff, although he is of the plaintiff's family he did not seem biased.

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I can find no evidence identifying "Awulu and others" whose land was said in the writ to be to the South; nor evidence identifying Okai Gbeke's on the North; to the North of the pink land Taylor would seem to be the adjoining owner. The description of "Nortei" and "Akrade" on the East does not coincide with Tetteh Kobla's evidence. Allowing for his advanced years, Tetteh Kobla's evidence seems unsatisfactory and does not suffice in my opinion to establish the plaintiff's case so far as the boundaries are concerned. One is left with the impression that the line he showed in 1926 was fixed arbitrarily by him and lacked confirmation by the neighbours or any other persons interested.

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Judgment of Lane J. in Dr. F.V. Nanka-Bruce v. Tettey Gbeke.

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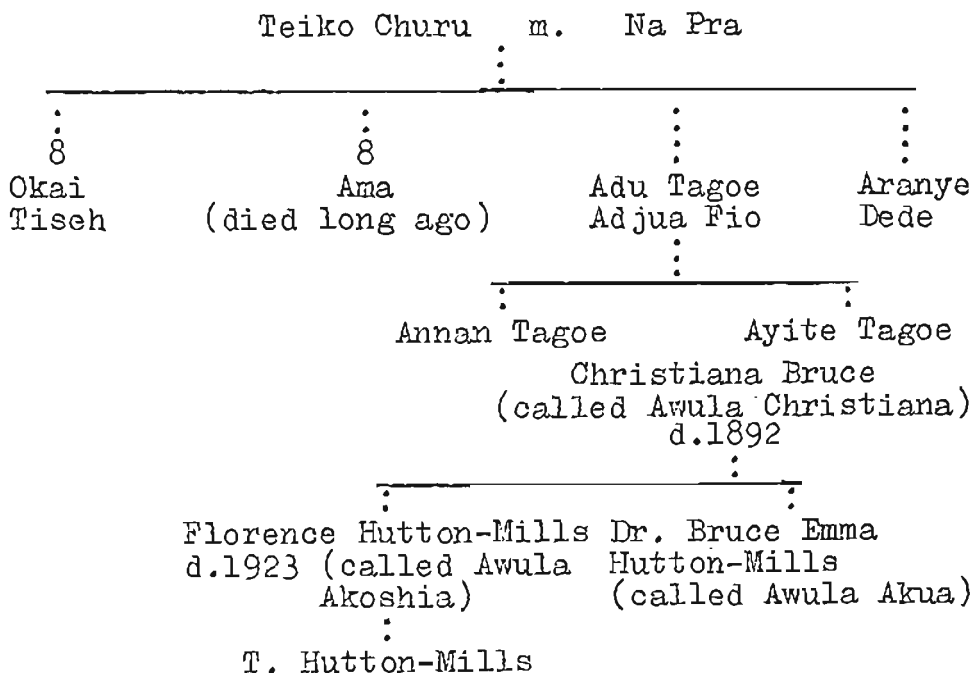
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(3) As to use and occupation, I have already dealt with this to some extent. Farming by Kadabi and other slaves is established. Also the picking of mangoes for many years by Tetteh Kobla or people under his directions and accounting by him for these to the plaintiff's relatives. Did this include land on both sides of the road? The question of succession arises here and it may be as well to define the plaintiff's evidence for the plaintiff on that point it is said, and I think established, that the line was as follows:-

Teiko Churu by a slave woman Na Pra begat Okai Tiseh, Ama (who died without any effect on this matter), Adu Tagoe (who married a slave woman Adjua Fio, and who latter lived at Avenor village and begat Annan Tagoe and Ayite Tagoe and Aranye Dede. The tree is as follows:-



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continued.

According to the evidence Okai Tiseh founded his own family with property of his own: his brother Adu Tagoe was not elected to succeed him as head because of eccentricity: his niece Christiana Bruce was his successor; she looked after the land, and exercised rights of ownership by supervision of the slaves and dependents who worked it and brought produce to her from it. On her death Florence succeeded and did the same: on her death in 1923 Dr. Bruce was chosen head of the family and succeeded to the family property. Emma however took steps on his behalf to preserve the family rights, being more interested in the property than Dr. Bruce who up to 1926 had very little acquaintance with the subject. There is evidence, as I have said, that when she noticed encroachment by Adams, Emma took the steps already described. In 1938 Mr. Thomas Hutton-Mills exercised ownership by putting a watchman on the land with instructions to clear a part of it. His man was removed by somebody unknown.

Tetteh Kobla's evidence was not free from ambiguity on the point of use and occupation and needs to be considered in detail. The following are extracts from what he said in the 1928 case; that Kadabi was Okai Tiseh's slave; Kadabi's land after his death was farmed by Ashong without disturbance for 40 years: it would belong to Ashong if it was not claimed by the owner (Emma) but as she claimed it, it was hers: by Ga custom a person farming the land could only acquire the right to the fruits of the trees he planted; not the land itself; he himself never took charge of the land on the right; only that on the left, because he was told that Emma owned it: Kadabi acquired the land by custom because he fought for the Gas; by settling on it: by Ga custom a Ga citizen could acquire land by this means but not a stranger (apparently Kadabi himself was not Ga): Emma was claiming the land as Kadabi's niece, not as descendant of Okai Tiseh: Kadabi had a hut on the hill on the right which he left to live in Avenor village: when he himself (Tetteh Kobla) went away from the land and came back Kadabi was dead and Adabu was looking after the land: when Kadabi died he (Tetteh Kobla) was given the land to look after.

In this case he said: Kadabi and the other slaves of Okai Tiseh farmed on the right: as well as the left: Adu Tagoe, Okai Tiseh's brother, used to come to the land (he lived at Avenor): Plaintiff's

family had mangoes on both sides which were picked and used as theirs: Kwartei built on the site of Kadabi's ruined site on the right, as he was a Gbese man no one interfered with him. After Kadabi's death and Christiana's death he (Tetteh Kobla) was next caretaker and continued to live at Avenor Dr. Bruce's ancestors got the land from the Ga people Kadabi was Teiko Churu's (Okai Tiseh's father's) slave and so were the other 6 people named as Okai Tiseh's slaves: Kadabi was looking after Teiko Churu's family land, the land claimed here: Asere Teiko is the present head of the family: there was no Stool attached to the Oshipi (the position occupied by Okai Tiseh): Asere Teiko is in charge of the family property: Adams came to the land 17 years before the 1926-28 case, a Gbese man, so nobody interfered with him: he (Tetteh Koblah) had seen one pillar of Adams, but no sisal: Adams' land abutted on the plaintiff's land: Nyami Yarbrow had no hut on the hill on the right; he farmed on the left of the road near the water pipe.

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Judgment of
Lane J. in
Dr. F.V.
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1st December
1942 -
continued.

I give these extracts at some length to show the inconsistencies. I have considered this evidence very carefully and my conclusion is that it is insufficient to discharge the onus that is on the plaintiff. The evidence of the other witnesses to the effect that Okai Tiseh's dependents lived and farmed on the land edged pink cannot avail in face of the discrepancies in Tetteh Koblah's case of use and occupation fails. Without it he cannot establish title for according to the evidence of tradition e.g. Ayi Bonte (Exhibit "9") in the 1928 case, mere squatting does not confer title. No clear case even of squatting on the pink area has been made out. For it would seem that after Kadabi's hut and farm on the right was given up, the plaintiff's family dependents farmed on the left and there is nothing satisfactory to show that the character exercised even nominal supervision in the pink area.

(4) We now come to the Plaintiff's right to sue as head and representative of the Okai Tiseh family. He himself and others of the family gave evidence in support of his plea, that Okai Tiseh formed a separate family with property. Tetteh Kobla's evidence was to the contrary. As he is apparently the eldest of the family his evidence is entitled to a good deal of weight. It seems that as Okai

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Dr. F.V.
Nanka-Bruce v.
Tettey Gbeke.

1st December
1942 -
continued.

Tiseh was the son of a woman of no family, any property he had would go to his father's family (Teiko Churu) of which the present head is Asere Teiko. It is true that Asere Teiko was not called by the defendants to assert any claim. But it cannot be said that the plaintiff has made out this part of his case so as to discharge the onus of proof.

It is not necessary to consider the defendant's case at length since the plaintiff has not established his case. It is sufficient to say that the Atukpai would appear to me to have no claim to the pink-edged land: they stood aside and watched their alleged interest being litigated and made no claim until 1937 or 1938. Their claim seems to me to be entirely bogus and there is no satisfactory evidence of a grant by the Ga Manche Tackie Komey as they claim. The fact that Atukpai people live in the adjoining villages - Akrade and Kokomlemle - does not prove their title to this land. There were discrepancies in their claims: they began by saying it was a direct grant from Tackie Komey: later they altered it to say it was made with the approval of the Korle Priest (this had never been suggested in the 1926-28 case), and later a witness, the Nai Priest, said it was made with the permission of the then Nai Priest. The evidence was that the founder of Akrade village, Tete Churu, an Atukpai man, was given the grant in 1827: but that the village he lived in (Akrade) was founded in 1893. The grant to Kwartei was shown to have been made by the Korle Priest, while the defendants' case was that it was made by the Atukpai 35 years ago. Clearly the Atukpai only made the conveyance to Hammond (Kwartei's successor) for purposes of this case in 1941. It is not registered.

There was a discrepancy as to the Northern boundary of the large green area: it was claimed as theirs; but it is clear that Lutterodt and Rein- dorf had grants many years ago out of this area, and apparently not from the Atukpai. A number of other grants purporting to have been made by the Atukpai in the green area were brought in issue. Although they do not affect this case, I may say that I was not at all impressed with their validity.

As regards the 2nd defendant's case it is only necessary to say that the plaintiff has failed to

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10 establish his case against him. But I cannot see that 2nd defendant's title through the Atukpai could have held water if the plaintiff's claim had been established. In the 1928 case Adams claimed title from the Korle Priest: it is clear that Adams had asserted title to the land long ago and had marked his boundaries with pillars and sisal plants on the northern and southern boundaries. The sisal has spread but it can be seen where the original plants were.

So far as the pink-edged area is concerned, probably with the exception of Hammond's portion (in respect of which there is a grant from the Korle Priest), title would seem to remain in the Gbese Stool, and their caretakers the Korle Webii. This however is not directly in issue and is merely an expression of opinion.

20 The Plaintiff is non-suited and the action dismissed with costs, as regards his claim to the portion on the right of the road.

Costs of the application for the interim injunction are granted to the defendants.

Counsel's costs assessed at 85 guineas for each defendant: Remainder to be taxed.

(Sgd) C.A.G. Lane,
JUDGE.

1st December, 1942.

Counsel -

Mr. J.H. Coussey for Plaintiff.

30 Mr. F. Dove (with him Mr. N.A. Ollennu)
for 1st defendant.

Mr. A. M. Akiwumi for 2nd Defendant.

Exhibits

"139"

Judgment of
Lane J. in
Dr. F.V.
Nanka-Bruce v.
Tettey Gbeke.

1st December
1942 -
continued.

Exhibits

EXHIBIT "H"

"H"

WILL OF MADAM ELIZABETH LAMPTEY

Will of Madam Elizabeth Lamptey.

Tendered and admitted for Plaintiff in re Numo Ayitey Cobblah v. J.W. Armah & 17 other cases. 31.1.51.

13th February 1943.

(Note. The parts of this will which are irrelevant have not been reproduced).

THIS IS THE LAST WILL of me Eliza Lamptey of Adabraka Accra in the Eastern Province of the Gold Coast.

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* * * * *

4. I devise and bequeath to my sister Obeyea and her children forever 100' x 66' - 8" portion of my land measuring 200' x 100' at Kpehe in Accra aforesaid and also the sum of £50 fifty pounds cash to her.

* * * * *

11. I appoint Joseph Thomas Hammond and R. T. Laryea of Accra aforesaid to be my executors and trustees of this my Will.

* * * * *

IN WITNESS WHEREOF I have hereunto set my hand this 27th day of July, 1942.

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Signed or marked by the above-named Testatrix as her last Will the same having been read over and interpreted and explained to her by Augustus Adu Aryee in the Ga language, which she seemed perfectly to understand before making her mark in the presence of us both present at the same time who in her presence and in the presence of each other subscribed our names as witnesses.

sic

Eliza Lamptey her x mark

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(Sgd) Adu Aryee
WITNESS TO MARK

Witnesses:

(Sgd) J.T. Amah
" J.S. Bosomprah.

EXHIBIT "20"

Exhibits

PUBLIC NOTICE IN "DAILY ECHO"

"20"

Tendered and admitted for Defendants
in re Nuno Ayitey Cobblah v: J. W.
Armah & 18 other cases.

Public Notice
in "Daily
Echo".

2nd March
1943.

PUBLIC NOTICE
TO ALL WHOM IT MAY OR DOETH CONCERN,

10 Re Akwandoh, Kokomlemle & Akradi Lands situate on
the Accra-Nsawam Road and belonging to the Korle We
Family, Under the Caretakership of Nii Tetteh Quaye
Molai, Acting Korle Priest

WHEREASabove mentioned
situate on the Accra Nsawam Road and known as Akwan-
doh, Kokomlemle, and Akradi lands form portion of
lands belonging to the Korle We Family of Accra.

20 AND WHEREAS in the recent case of Dr. D.F.V.
Nanka-Bruce, as head of the Okai Tiseh, versus
Tetteh Obeko, as representative of the Atupai family
of Accra and A.A. Allotey, it was adjudged by the
Divisional Court, Accra that the said lands belonged
to the said Korle We Family.

NOW NOTICE is hereby given that all the Lands
above described form portions of the lands of the
said Korle We Family and are not the property either
of the Tiseh Family or of the Atukpai Family above
named.

30 AND NOTICE is hereby further given that anyone
who deals or reacts with any person other than the
present Acting Korle Priest, Tetteh Quaye Molai, for
any portion of the said lands does so at his or her
own risk or peril.

AND anyone found trespassing on the said lands
after the Publication of this Notice will be dealt
with according to law.

Dated at Accra this 6th day of February, 1943.

Akilagpa Sawyerr
SOLICITOR FOR TETTEY QUAYE
MOLAI, ACTING KORLE PRIEST.

Exhibits

EXHIBIT "38"

"38"

RECEIPT FOR £6 FROM ACTING KORLE PRIEST

Receipt for £6
from Acting
Korle Priest.

Tendered in evidence by Counsel for _____
admitted and marked Exhibit "38" in re Numo
A. Cobblah vs: J.W. Armah and Ors. 20/2/51.

sic

24th March
1943.

PUBLIC LANDS ORDINANCE

Received from Government of the Gold Coast the sum
of Six pounds (£6) being agreed compensation for
and in full settlement and discharge of all claims
by me against the said Government in respect of the
land the site of the road between Cantonment and
Achimota in the Accra District and which said land
was acquired by the Government by Certificate of
Title dated the 22nd day of May 1941 (Deeds Registry
No.262/1941) for public purposes as shewn and deli-
neated on Survey Plan No. X 1672.

10

Na Tetteh Kwei Molai
AG. KORLE PRIEST.

his
x
mark

GOLD COAST
2D 2D
24/3/43.

24/3/41

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? Molai
Wit. to mark and Int.

Witness:-

Certified True Copy

?

ASSISTANT COMMISSIONER OF LANDS.

EXHIBIT "39"

Exhibits

RECEIPT FOR £6 FROM ODOI KWAO FAMILY

"39"

Tendered and admitted for Odoitso
Odoi Kwao Family in re N.A. Cobblah
v. J.W. Armah & Ors. 20/2/51.

Receipt for £6
from Odoi Kwao
Family.

24th March
1943.

PUBLIC LANDS ORDINANCE

10 Received from the Government of the Gold Coast the
sum of Six Pounds (£6) being agreed compensation
for and in full settlement and discharge of all
claims by us against the said Government in respect
of the land the site of the road between Cantonments
and Achimota in the Accra District and which said
land was acquired by the Government by Certificate
of Title dated the 22nd day of May, 1941, (Deeds
Registry No.262/1941) for public purposes as shewn
and delineated on survey plan No. X 1672.

Edmund Laud Nikoi O'lai Kotey

J.S. Mensah

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Emmanuel ? ?

his
x
mark

REPRESENTATIVES, ODOI KWAO
FAMILY.

24/3/43.

S.D. Codjoe,
Wit. to mark & Int.

Gold Coast
2d Postage Stamp.

Witnesses -

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Certified true copy

(Sgd) R.W. Turner,
ASSISTANT COMMISSIONER OF LANDS.
