**ECOBANK GHANA LIMITED**

**VRS**

**YURI-M PLASTICS PLASTIC PRODUCTS LTD & OTHERS**

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PROGNOSIS

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1. **INTRODUCTION**

The Plaintiff, our Client, is a Banking Institution. Yuri-M through its officers like Mike KaksonAgbemashior and others wrongfully executed judgment against Ecobank. Ecobank is seeking advice on claiming damages against Yuri-M and others for the wrongful execution.

1. **SCOPE OF WORK**
   1. To advise on the legal and factual grounds available to Ecobank in order to initiate an action for wrongful execution against Yuri-M Plastics Ltd and others; specifically, to examine whether or not the case has any chance of success against Yuri-M Plastics Ltd.
   2. To commence an action on behalf of Ecobank for damages for Wrongful Execution against Yuri-M Plastics Products Limited and others; and
   3. Generally, to represent the interest of Ecobank in the prosecution of the Wrongful Execution action.
2. **METHODOLOGY**
3. Reference to Case Law.
4. Reference to Statute.
5. Reference to relevant published material on the matter
6. Reference to Documents provided by the Client
7. Interview with client.
8. **DOCUMENTS SUBMITTED BY CLIENT**
9. Judgment in Suit No. BFS/388/10 dated 16th February, 2012.
10. Judgment in Suit No. OCC/17/12 dated 15th December, 2015.
11. Notice of Appeal filed in Suit No. OCC/17/12 dated 23rd February, 2016.
12. Entry of Judgment in Suit No OCC/17/12 filed on 20th December 2018 by Michele A. Gunubu of Capital Law on behalf of Yuri-M
13. Writ of Fifa filed on 4th January 2019 by Michele A. Gunubu of Capital Law on behalf of Yuri-M (4th Defendant) and signed by herself.
14. Entry of Judgment filed on 30th January, 2019 in Suit No. OCC/17/12 by Tassah Esq of Butu Law Centre on behalf of Plaintiffs.
15. Judgment of Angelina Mensah-Homiah in Suit No OCC/39/15 dated 30th May 2019.
16. Swift advice showing the payment of GHc130,000 on the 17th of June 2019 to First Atlantic Bank to the account of Tassah Esq, Counsel for Mike Kakson and other Plaintiffs
17. Motion Ex Parte to renew Writ of Fifa dated 4th Jan 2019 by Tassa Esq filed on 11th March, 2020
18. Motion Ex Parte to renew Writ of Fifa dated 4th Jan 2019 by Michele A. Gunubu Esq filed on 11th March, 2020
19. Results of Search conducted by Ecobank on 23rd July, 2020
20. Request for certified copy of proceedings of 4th May, 2020 made on 23rd July, 2020
21. Results of Search conducted at the General Legal Council by Ecobank on 28th July
22. **BACKGROUND**

On 16th February 2012, judgment was given in a suit entitled *“The Trust Bank Ltd v Yuri-M Plastics Product Ltd- Suit No. BFS/388/10”*, granting The Trust Bank (now Ecobank) the recovery of Two Million, Nine Hundred and Fifty-Five Thousand, Four Hundred and Eighteen Ghana Cedis, Fifty-One Pesewas (GHS2,955,418.51) with interest applied from 28th September, 2010 till the date of final payment at the same rate of interest applicable to the loans granted.

On 15th December 2015, judgment was given in the suit entitled *“Mike Kakson Agbemashior & others v. Ecobank Ghana Ltd & others – Suit No. OCC/17/12”*. The judgment did not set aside the previous judgment but awarded damages of One hundred and Twenty Thousand Ghana Cedis (GHC120,000.000) and costs of Ten Thousand Cedis (GH10,000.00) against Ecobank in favour of the Plaintiffs. The judgment also awarded damages of Four Million Ghana Cedis (GHC 4 million) in favour of Yuri-M payable by the Ecobank. The court qualified its judgment by ordering that the sum of Four Million Ghana Cedis (GHC 4 million) should be used to offset the debt owed by Yuri-M to Ecobank. As at December 15th, 2015 when the judgment was given in favour of Yuri-M, the recoverable judgment debt of Yuri-M arising from the previous judgment in Suit No. BFS/388/10 stood at GHC8,380,392.95.

On 20th December 2018, Entry of Judgment was filed in Suit No. OCC/17/12 by Michelle A. Gunubu of Capital Law on behalf of the Yuri-M which erroneously stated that interest was awarded on the damages of GHC 4 million awarded by the court and also erroneously omitted to state that the judgment ordered the GHC 4 million to be used to offset the debt owed to the bank. Michelle Gunubu then went on to file a Writ of Fifa on 4th January 2019 on behalf of Yuri-M. The Writ expired unexecuted and so on 11th March, 2020 a Motion Ex Parte to renew the 4th January 2019 Writ of Fifa was filed on behalf of Yuri-M by Michele Gunubu.

In the 2015 judgment the plaintiffs therein, shareholders of Yuri-M, were awarded damages of a total sum of GHC 130,000. An Entry of Judgment was filed on 30th January, 2019 by Tassa Tappha Tassa lawyer for Mike KaksonAgbemashior and the other Plaintiffs for the sum of GHC130,000.00. Ecobank settled this debt by payment of the judgment debt into the account of Tassa Tappha Tassa on the 17th of June 2019. Tassa Tappha Tassa however strangely filed on the 11th of March 2020, a Motion to renew a Writ of Fifa dated 4th January 2019, despite the fact that there was no debt outstanding against Ecobank in favour of the Plaintiffs.

Following the grant by the court of order renewing the 4th January 2019 Writ of Fifa filed on behalf of Yuri-M by Michele Gunubu, the Registrar wrote to the Ghana Police for police assistance to execute the renewed Writ of Fifa. Meanwhile, on the 20th of July 2020, Ecobank through its Solicitor Peasah-Boadu & Assoc. filed a Motion for Stay of Execution and Setting Aside of Entry of Judgment. Notwithstanding the pendency of the said Motion by Ecobank, Yuri-M on the 21st of July 2020 went into execution.

1. **ANALYSIS & RESOLUTION**
2. **Whether or not the execution by Yuri-M against Ecobank was a wrongful execution by reason of a false entry of judgment?**

In Suit No. OCC/17/12 the court awarded damages of **GHC 4 million** to Yuri-M, the 4th defendant’s in the suit. The effect of the judgment however was that, Ecobank did not in actual fact owe any debt to Yuri-M because the judgment ordered that the award of damages be used to offset the debt owed to Ecobank by Yuri-M in Suit No. BFS/388/10 in respect of its debt of **GHC 2,955,418.50**. At the time judgment was given in 2015, the debt of **GHC 2,955,418.50**, which was awarded to Ecobank against Yuri-M in Suit No. BFS/388/10, had accrued interests, making the total outstanding debt rise to **GHC 8,380,392.95.** Therefore, after the deduction for the damages of GHC 4 million had been used to satisfy part of the debt, Yuri-M still owed Ecobank **GHC 4,380,392.95.**

In spite of this, Michele Gunubu, lawyer for Yuri-M proceeded to file an Entry of Judgment on 20th December, 2018 in respect of the said judgment. In the Entry of Judgment Michele Gunubu negligently failed to state that the award of damages was to be used to offset the debt owed by Yuri-M to Ecobank and also went further to falsely claim that interest had been awarded on the award of GHC 4 million. In enforcing a judgment, filing and serving an entry of judgment is the first step that must be taken by a judgment creditor. In the case of **REPUBLIC V COURT OF APPEAL, EX PARTE GHANA COMMERCIAL BANK PENSIONERS ASSOCIATION [2001-2002] SCGLR 883** it was held that:

*“An entry of judgment is a formal record containing the full details of the judgment pronounced by the court; without it the judgment cannot be enforced by any process of execution”*

An entry of judgment must flow directly from the judgment and in **OGYEADOM OBRANU KWESI ATTA VI VRS GHANA TELECOMMUNICATIONS CO. LTD. AND ANOTHER (J8/131/2019) [2020] GHASC 16 (28 APRIL 2020)** the Supreme Court had this to say:

*“As a matter of practice, the successful party in the appeal before the Court of Appeal in filing an entry of judgment in the matter would have to recite the judgment of the Court of Appeal as the authority for demanding payment of the judgment debt”*

As such an entry of judgment that does not correctly state the full details in the judgment pronounced by the court is a defective entry of judgment as it denies the judgment debtor notice of what their true indebtedness is.

In the case of **AMOO AND ANOTHER VRS AKOWUAH AND ANOTHER (J4/36/2011) [2012] GHASC 6 (13 JANUARY 2012)** the Supreme Court held:

*“In practice, judgment–creditors seeking to levy execution file Entry of Judgment and serve same on the judgment-debtor as a prelude to execution.  It is a formal notification to the judgment-debtor of the reliefs granted by the court which the judgment-creditor may seek to enforce.  Under the rules of court as it then stood after the judgment was delivered the judgment-creditor was enjoined by Order 41 rr 1,3 and 5 to officially notify the judgment-debtor the terms of the judgment and what was due to be paid.”*

1. **What is the effect of filing a defective Entry of Judgment?**

Entry of Judgment is a vital process in the execution and so filing of a defective entry of judgment goes to the root of the execution process. The entry of judgement filed by Michele Gunubu on behalf of Yuri-M is voidable because it does not accurately reflect the terms of the judgment as demanded of an entry of judgment by law. Filing an entry of judgment is a fundamental initial step in the execution process therefore it is important that the entry of judgment filed is in compliance with the rules of court. Where error is made in the Entry of judgment filed, an amendment of same must be applied for before the amendment can be effected.

Filing of a defective entry of judgment deprives the judgment debtor of due notification. Where the execution process is begun on the basis of a defective entry of judgment the whole execution process may be set aside unless the judgment creditor applied to amend their entry of judgment pursuant to order Order 16 r 7 of C.I. 47.

On the issue of a defective entry of judgment the Supreme Court per Anin-Yeboah JSC in **AMOO AND ANOTHER VRS AKOWUAH AND ANOTHER** had this to say:

*“In my respectful view, a judgment-creditor who discovers his error in filing such a vital process should not be permitted to amend the process on his own motion without resort to the judicial process by invoking the court’s jurisdiction to correct the slip or omission through amendment with notice to the judgment-debtor who is the affected party.”*

From the records made available to us, Michele Gunubu used a defective Entry of Judgment to initiate the 4th Defendant’s processes of execution.

1. **What is the effect of a process issued/filed by a Solicitor who has no practising licence?**

Michele Gunubu on behalf of Yuri-M filed a Writ of Fifa on 4th January 2019, pursuant to the Entry of Judgment filed in 2018. Thereafter Michele Gunubu filed a Motion to Renew the 4th of January 2019 Writ of Fifa on 11th March 2020. This Motion to renew was filed by Michele Gunubu at a time that she did not have a practising licence. This was established by the search report issued by the General Legal Council.

Section 8 of the Legal Profession Act 1960, (Act 32) lays down the requirement for a lawyer to have a practicing licence.

Section 8(1) provides that:

*“A person, other than the Attorney-General, or an officer of Attorney-General’s department, shall not practise as a solicitor unless that person has in respect of that practice a valid annual solicitor’s licence issued by the Council duly stamped and in the form set out in the Second Schedule.”*

In **AKUFO-ADDO & ORS. V. QUARSHIE IDUN & ORS. [1968] GLR 667** it was held that section 8 of Act 32 made it a pre-condition that every lawyer other than an officer of the Attorney-General’s Department must have an annual practicing certificate entitling him to practice in the capacity of barrister or solicitor or both. The Court held that without this, he could not practice as a lawyer regardless of the nature of his practice.

In **THE REPUBLIC VRS HIGH COURT (FAST TRACK DIV.) ACCRA EXPARTE: JUSTIN PWAVRA TERIWAJAH   HENRY NUERTEY KORBOE REISS & COMPANY (GHANA) LTD CIVIL MOTION No J4/24/2013 11TH DECEMBER, 2013**, the Supreme Court upheld the constitutionality of Section 8 of Act 32, holding that:

*“The interpretation of this section is not ambiguous. It simply means that one cannot sign documents or represent a party as a lawyer in court unless he has obtained a valid solicitor’s licence for that purpose. The section also sets the duration of the licence, which must be annual”*

Section 8(6) of Act 32 provides the consequences for failure to adhere to the requirement set out in section 8(1), stating that:

“A person who practices in contravention of this section commits an offence and is liable on conviction to a fine not exceeding two hundred penalty units and shall not maintain an action for the recovery of fees, reward or disbursement on account of, or in relation to, an act or proceeding done or taken in the course of that practice.”

Additionally, any process filed by a solicitor without a solicitor’s licence is void on the authority of the case **KORBOE V AMOSA (J4/56/2014) [2016] GHASC 13 (21 APRIL 2016**), where it was held as follows:

*“As a solicitor who is not qualified to practice within a time frame is prohibited by section 8 of the Legal Profession Act, Act 32 to practice, any process that he has filed without a license to practice, should not be given any effect in law.”*

Also in the case of **ENOCK AWASABI GBERTEY V E. A. ACCAM ESQ – CIVIL APPEAL NO. J4/4/2011 DATED 10TH APRIL 2013** the Supreme Court reiterated its jurisprudence that non-compliance with a mandatory statutory requirement like the requirements laid out in the Legal Professions Act 1960 invalidates the processes on which the proceedings in the matter are based.

Michele Gunubu by filing a Motion to renew the 4th of January 2019 Writ of Fifa was in contravention with Section 8 of Act 32. Therefore, she committed an offence and is liable under section 8(6) of the Act. The Motion to renew the 4th of January Writ is also in effect void because Michele Gunubu did not have the authority to file any processes as a lawyer at the time it was filed. Not only did she involve herself in criminality and creating nullities, her client Yuri-M went into execution when Ecobank through Peasah-Boadu and Associates had filed a Motion for Stay of Execution and Setting Aside a day earlier.

1. **What is the effect of going into execution when a Motion for Stay of Execution is pending?**

The Motion for Renewal of the 4th January 2019 Writ of Fifa was granted. Ecobank however, filed a Motion for Stay of Execution and Setting Aside Entry of Judgment on the 20th of July 2020. This Ecobank Motion was filed when it had a pending Appeal against the judgment. In essence there was no power to execute the Writ of Fifa until the Motion for Stay has been determined.

Judgment debtors have the right to apply for a stay of execution Under **Order 45 r 15 of the High Court Civil Procedure Rules, C.I.47** which provides the following:

*“15. (1) Where a judgment is given or an order is made for the payment by any person of money, and the Court is satisfied, on an application made at the time of the judgment or order or at any time thereafter by the judgment debtor or other party liable to execution*

*(a) that there are special circumstances which render it inexpedient to enforce the judgment or order; or*

*(b) that the applicant is unable from any just cause to pay the money*

*then, notwithstanding anything in rule 2 or 3, the Court may by order stay the execution of the judgment or order by writ of fieri facias either absolutely or for such period and subject to such conditions as the Court considers fit.”*

During the pendency of an application for stay of execution pending appeal and upon determination of such application, execution is stayed. **Rule 27 of C.I. 19** regulates execution proceedings pending appeal from the High court and provides thus:

*(2) When an application is pending for determination under sub-rule (I) of this rule any proceedings for execution of the judgment or decision to which the application relates shall be stayed.*

*(3) There shall, in any case, be a stay of execution of the judgment or decision, or of proceedings under the judgment or decision appealed from-*

*(a) for a period of seven days immediately following the giving of the judgment or decision; and*

*(b) for a period of seven days immediately following the determination by the*

*court below or any application under sub-rule (1)(a) of this rule where the application is refused by the court below.*

Rule 27 (2) imposes a stay while an application stay of execution is pending for determination and even where such an application is refused a further seven-day stay exists immediately following the refusal of the application. Therefore, during these periods statute demands that a judgment creditor may not take any steps to execute his or her judgment.

In **REPUBLIC V COURT OF APPEAL, EX PARTE SIDI [1987-88] 2 GLR 170 AT 176, SC**, it was held per Taylor JSC:

*“[A] stay of execution…. means simply the suspension of any process or procedure that would post date the judgement. If an applicant asks for such stay pending the hearing and determination of his appeal, then what he is in effect asking is that all processes that can be taken after judgement for the purpose, no doubt of satisfying the judgement, should be stayed until the appeal is finally heard and a decision on it given.”*

Yuri-M going into execution on the 21st of July, 2020 despite the pendency of a Motion for a stay of execution pending appeal was contrary to Rule 27(2) of C.I. 19. Thus the execution process may be set aside for having been effected in contravention with rules of court.

The consequences of ignoring this Rule are varied. Firstly, it amounts to contempt for the judgment creditor to ignore the statutory stay. In the case of **THE REPUBLIC V THE HIGH COURT, COMMERCIAL DIVISION, ACCRA; EXPARTE: MILLICOM GHANA LIMITED(J5/43/2008) [2009] GHASC 11 (04 February 2009);** the interested party failed to wait for the automatic seven days’ statutory stay after the dismissal of an application for stay of execution and proceeded to enforce the decision of the trial court. The Supreme Court per Baffoe Bonnie JSC held that:

*“Rule 27(3a) and (b) of the Court of Appeal Rules, 1997 (CI 19), specifically states that following a decision, there is an automatic statutory stay of execution.  If therefore a court purports to act within the said seven-day period, it will be deemed to have acted without jurisdiction, as in this case.”*

By a judgement creditor proceeding in spite of the statutory stay, he purports to confer jurisdiction on the trial court which the court cannot assume. As such in the absence of the requisite jurisdiction an action or order of the court is voidable and amendable to be quashed.

Secondly, it amounts to wrongful execution. Wrongful execution exists where there has been unlawful execution as was the case in this matter for going into execution when a statutory stay was pending. Besides, Michele Gunubu on behalf of Yuri-M firstly filed a defective Entry of Judgment which was misleading and untrue and then went further to execute judgment against Ecobank on the basis of the defective Entry of Judgment when in actual fact Ecobank did not owe Yuri-M the amount of GHC 4 million endorsed on these processes. Ecobank’s obligation under the judgment was automatically satisfied due to the relief of set of. In the case of **CLISSOLD V CRATCHLEY AND ANOTHER (1910) 2 KB 244** the Court was of the view that when the total amount which is ordered by a judgment has been paid the judgment ought to no longer be of any force or effect, the Court held:

*“No writ of execution can lawfully issue on a judgment that has been paid or satisfied before issue of the writ; there is no judgment left on which to base the writ, and the writ is void ab initio, and trespass will lie against the satisfied creditor and his solicitor who have put the sheriff in motion.”*

Furthermore, Michele Gunubu was not entitled to practice and therefore the Application for renewal of the 4th January 2019 Writ of Fifa itself was a nullity, hence the absence of a renewed Writ of Fifa. It was wrong in law for Yuri-M to purport to execute the judgment by the Entry of Judgment dated 20th December 2018 and the Order of renewal of the Writ of Fifa dated 4th January 2019.

1. **Whether or not Ecobank can claim damages for wrongful execution?**

Where a party is aggrieved by a wrongful execution the only remedy available is damages if it can be proved that a tort has been committed by the wrongful execution. The purpose of an award of damages in tort is to put the person who has suffered the loss in the position he/she would have been in if no tort had been committed.

An action for damages may also be brought under the tort of deceit by demonstrating that the Yuri-M and Michelle Gunubu acted fraudulently. In **S. A. TURQUI & BROS v. DAHABIEH [1987-88] 2 GLR 486-514** it was held that:

*“A charge of fraud in law could be taken to be properly made against a party who knowingly or recklessly whether by conduct or words used unfair, wrongful or unlawful means to obtain a material advantage to the detriment of another party.”*

Yuri-M, its solicitor Michele Gunubu knowingly deceived the court to obtain advantage to the detriment of Ecobank.

**DERRY V PEEK (1889) 14 APP CAS 337** also on the matter of fraud defined a fraudulent misrepresentation as:

*“a statement which is made either knowing it to be false, without belief in its truth, or recklessly, careless as to whether it be true or false.”*

Firstly, Michelle Gunubu on behalf of Yuri-M fraudulently represented to the court in their Entry of Judgment filed on 20th December 2018 that Ecobank owed Yuri-M damages amounting to GHC 4 million with interest. This was contrary to the judgment given in the suit, which ordered for the award of damages to be used to pay of the debt owed by Yuri-M to Ecobank and as such amounted to a fraudulent misrepresentation with the intent to deceive the court and extort money from Ecobank.

Secondly, Michelle Gunubu filed a Motion for Renewal of Writ of Fifa with a practising licence number which did not exist. This was established by a search conducted at the General Council which revealed that Michele Gunubu has not renewed her licence in the year 2020, however the Motion for Renewal was filed by Michele Gunubu on 11th March 2020.

Thirdly, with intent to deceive the court, she used the BP number of another Solicitor Tassa Tappha Tassa to file the Motion of Renewal of the Writ of Fifa at a time when she knew she had no licence to practice.

1. **Who are the parties to be sued for the wrongful execution?**

In an action for wrongful execution the parties involved in pursuing the execution are liable. Michele Gunubu knowingly filed the processes that led to wrongful execution and as such is personally liable for wrongful execution.

In the case of **MORRIS V SALBERG (1889) 22 Q.B.D. 614** it was held that :

*“if a person makes a statement that may well mislead, and does in fact mislead, the sheriff into thinking that he was directed to seize the goods seized, it seems to me that such a statement renders the maker of it liable as if he had intended to give such a direction.”*

Capital Law Partners registered with the General Legal Council was one of the vehicles through which Michelle Gunubu illegally procured the order of renewal of the Writ of Fifa by which Yuri-M went into execution against Ecobank.

Michele Gunubu acted on behalf of Yuri-M and represented their interests. In the execution process the execution creditor is deemed to constitute the solicitor to pursue its interests by enforcement and so the execution creditor, being Yuri-M is also liable for wrongful execution.

In **SMITH V. KEAL (1882) 9 Q.B.D. 340** the Court dealt with the the issue of agency between lawyer and client firstly holding that:

*“on principle a man is liable for another's tortious act if he expressly directs him to do it, or if he employs that other person as his agent, and the act complained of is within the scope of the agent's authority.”*

The Court went on to state that:

*“It seems to me that when a man puts his cause into the hands of a solicitor he authorizes the solicitor generally to act for him in the conduct of the cause, and take all the necessary steps incidental thereto. The solicitor seems to be just one of those agents for whom the employer ought to be liable when he makes a mistake in the performance of any of the acts incidental to his duty.”*

The court concluded by holding that:

*“where the solicitor is doing an act which is an essential part of his duty in the conduct of the cause the client is liable in respect of such act, but when the act done is not necessary to the performance of his duty the client is not liable”*

In the case of **PARSONS V. LLOYD3 WILS. 341,** trespass was held maintainable against the client for the act of his attorney in causing the plaintiff to be arrested under a writ which was afterwards set aside for irregularity. The Court held that the suing out of the writ being an act which was necessarily done by the attorney in the course of his employment, it was clear that the client was responsible in that case for the ignorance or unskillfulness of the attorney whom he selected to represent him.

Furthermore, it was held in **HAJAR v.  STAVELEY & CO. (MOTORS) [1968] GLR 114-119 that**

*“A wrong endorsement on a writ of fi fa. which misled the sheriff into seizing another person's goods made the judgment creditor liable for the wrongful act even though the endorsement was put in by the solicitor of the judgment creditor.”*

Michele Gunubu was employed by the client to enforce a purported judgment debt of GH4m with interest but she carried out her fraudulent and illegal acts through the law firm Capital Law Partners, which led to wrongful execution in the performance of her duties to her clients, as such Yuri-M her client, Michele Gunubu herself and the law firm Capital Law Partners are jointly and severally liable to Ecobank for the wrongful execution.

1. **CONCLUSION**

To conclude, it is respectfully submitted that as espoused herein the acts of Yuri-M and its lawyer, Michele Gunubu as well as the law firm Capital law Partners in executing its judgment contrary to law amounted to wrongful execution against Ecobank. As such an action for damages for wrongful execution is well founded by the facts and law.

**STATUTE**

1. HIGH COURT (CIVIL PROCEDURE) RULES, 2004 (CI 47)

**CASES:**

1. AKUFO-ADDO & ORS. V. QUARSHIE IDUN & ORS. [1968] GLR 667
2. CLISSOLD V CRATCHLEY AND ANOTHER (1910) 2 KB 244
3. DERRY V PEEK (1889) 14 APP CAS 337
4. ENOCK AWASABI GBERTEY V E. A. ACCAM ESQ – CIVIL APPEAL NO. J4/4/2011 DATED 10TH APRIL 2013
5. HAJAR v.  STAVELEY & CO. (MOTORS) [1968] GLR 114-119
6. KORBOE V AMOSA (J4/56/2014) [2016] GHASC 13 (21 APRIL 2016)
7. MORRIS V SALBERG (1889) 22 Q.B.D. 614
8. PARSONS V. LLOYD3 WILS. 341
9. THE REPUBLIC V THE HIGH COURT, COMMERCIAL DIVISION, ACCRA; EXPARTE: MILLICOM GHANA LIMITED(J5/43/2008) [2009] GHASC 11 (04 February 2009)
10. REPUBLIC V COURT OF APPEAL, EX PARTE SIDI [1987-88] 2 GLR 170 AT 176, SC
11. OGYEADOM OBRANU KWESI ATTA VI VRS GHANA TELECOMMUNICATIONS CO. LTD. AND ANOTHER (J8/131/2019) [2020] GHASC 16 (28 APRIL 2020)
12. REPUBLIC V COURT OF APPEAL, EX PARTE GHANA COMMERCIAL BANK PENSIONERS ASSOCIATION [2001-2002] SCGLR 883
13. REPUBLIC VRS HIGH COURT (FAST TRACK DIV.) ACCRA EXPARTE: JUSTIN PWAVRA TERIWAJAH   HENRY NUERTEY KORBOE REISS & COMPANY (GHANA) LTD   CIVIL MOTION, No J4/24/2013 11TH DECEMBER, 2013
14. S. A. TURQUI & BROS v. DAHABIEH [1987-88] 2 GLR 486-514
15. SMITH V. KEAL (1882) 9 Q.B.D. 340