

IN THE CIRCUIT COURT HELD IN ACCRA, 28TH FEBRUARY ROAD, ON MONDAY  
THE 16TH DAY OF FEBRUARY, 2026 BEFORE HER LADYSHIP JUSTICE SEDINAM  
AWO KWADAM (MRS.) (HIGH COURT JUDGE) SITTING AS AN ADDITIONAL  
RESPONSIBILITY AS A CIRCUIT COURT JUDGE

SUIT NO. C4/04/2025

VINCE KONTOH ..... ] PLAINTIFF  
NORTEY LOOP  
EAST-LEGON, ACCRA  
GD-186-7278

VRS

ERNESTINA TORGBOR .....] DEFENDANT  
NORTEY LOOP  
EAST-LEGON, ACCRA  
GD-186-7278

PARTIES;

PLAINTIFF PRESENT.

DEFENDANT ABSENT.

COUNSELS:

SELORM DEY (ESQ.) PRESENT FOR THE PLAINTIFF.

JACQUELINE BEMPAH (ESQ) PRESENT AND HOLDING BRIEF FOR A. A. SOMUAH  
ASAMOAH (ESQ.) FOR THE DEFENDANT.

*Jr*  
CERTIFIED TRUE COPY  
.....  
REGISTRAR  
CIRCUIT COURT ACCRA

**JUDGMENT DIRECTORY**

<b>Section</b>	<b>Title</b>	<b>Paragraphs</b>
A.	INTRODUCTION	1-4
B.	BACKGROUND TO THE CASE	5-16
C.	THE PLAINTIFF'S CASE	17-24
D.	THE DEFENDANT'S CASE	25-32
E.	ISSUES FOR DETERMINATION	33
F.	THE GENERAL LAW ON PROOF IN CIVIL LITIGATION	34-38
G.	THE SPECIFIC LAW ON BREACH OF PROMISE TO MARRY	39-54
H.	THE LAW ON LICENSE AND CONSTRUCTIVE TRUST	55-74
I.	THE EVIDENCE PRESENTED BY THE PLAINTIFF	75-82
J.	THE EVIDENCE PRESENTED BY THE DEFENDANT	83-89
K.	DETERMINATION OF THE ISSUES	90-159
	ISSUE 1: Whether the counterclaim is statute-barred	91-95
	ISSUE 2: Whether the ring amounted to a promise to marry	96-110
	ISSUE 3: Whether a binding promise to marry can be inferred and was breached	111-118
	ISSUE 4: Whether the Defendant acted to her detriment	119-123
	ISSUE 5: Whether the Defendant is entitled to damages and the quantum	124-131
	ISSUE 6: Whether the Defendant is a mere licensee or has a beneficial interest	132-154
	ISSUE 7: Whether the Defendant is entitled to the reliefs sought	155-159
L.	CONCLUSION AND COMMENTS	160-169
M.	THE COURT'S ORDERS	170

## JUDGMENT

### A. INTRODUCTION

1. This case presents a dispute between two individuals who, for eleven years, shared a relationship that blurred the boundaries between romantic partnership and joint enterprise. The Plaintiff, Vince Kontoh, a retired Information Technology consultant resident abroad, seeks an order to eject the Defendant, Ernestina Torgbor, a caterer, from a two-bedroom apartment at Nortey Loop, East Legon, Accra. The Plaintiff's claim rests on the assertion that the Defendant occupied the premises by his license, which license was revoked upon the termination of their 11-year-old amorous relationship in 2024.
2. The Defendant resists the claim for ejectment and has counterclaimed for damages for breach of promise to marry. She contends that the Plaintiff promised to marry her, a promise evidenced by the giving of a ring and by the parties' conduct over eleven years. She further contends that she acted to her detriment in reliance on that promise by, inter alia, supervising the construction of the East Legon property over a four-year period, surrendering her rented accommodation at Dansoman, warding off other suitors, and providing domestic and emotional support to the Plaintiff in the expectation of marriage.
3. The resolution of this dispute requires the court to consider several interconnected legal questions: whether a serious and binding promise to marry can be inferred from the parties' conduct; whether the Defendant acted to her detriment in reliance on any such promise; whether the Defendant has acquired any equitable interest in the East Legon property the parties live in by reason of her contributions to its construction; and, ultimately, whether the Plaintiff's legal title to the property is subject to any equitable rights in favour of the Defendant.
4. Having carefully considered the pleadings, the oral testimony of the parties and their witnesses, the documentary exhibits tendered, and the written addresses of counsel, I now proceed to deliver this Judgment.

### B. BACKGROUND TO THE CASE

5. The facts which have been established by the evidence on record may be summarized as follows:
6. The parties, both elderly individuals, commenced an amorous relationship in or about the year 2013. At all material times during the currency of the relationship, the Plaintiff was ordinarily resident outside the jurisdiction, being a retired Information Technology consultant who had lived and worked in the United States of America for many years. The Defendant, a caterer by profession, resided in Ghana with her children from a previous marriage, having been widowed for a number of years.
7. The Plaintiff and the Defendant had known each other previously. Under cross-examination, the Plaintiff disclosed that he first met the Defendant around 1998 in Obuasi, where they both had connections to the Ashanti Goldfields Corporation (AGC). The Defendant's late father;

Nicholas Torgbor (also known as Papafio), had been a work colleague of the Plaintiff at AGC Obuasi before the Plaintiff's departure to the United States. See proceedings of 3rd June, 2025, at Questions 2-4.

8. Upon reconnecting in 2013, the parties' relationship deepened. The Plaintiff, during his visits to Ghana, would stay with the Defendant at her rented residence at Dansoman. He supported the Defendant financially, contributing to her rent and providing for her upkeep. The evidence also reveals that the Plaintiff provided funds for the purchase of industrial machinery to support the Defendant's catering business, and extended his benevolence to the Defendant's children, contributing towards their education.
9. Critically, in or about 2013, the Plaintiff commenced plans to develop his parcel of land situate at Nortey Loop, East Legon, into a six-unit, two-bedroom apartment block. The Plaintiff, being resident abroad, entrusted the management and supervision of this significant construction project to the Defendant. The Defendant, over a period spanning approximately four years, from 2013 to 2017, undertook the following responsibilities, as gleaned from the evidence:
  - a. She obtained the building permit for the project. See *Exhibit 5*, which shows the building permit issued in the names of "Mr. and Mrs. Vince Kontoh." Under cross-examination, the Defendant explained that the indenture given to her by the Plaintiff for the purpose of obtaining the permit bore the names "Mr. and Mrs. Vince Kontoh," reflecting the Plaintiff's marriage to his former wife at the time of the land's acquisition. See *proceedings of 27th August, 2025, at Questions 67-72*.
  - b. She made arrangements with GHACEM for the purchase and supply of the first 200 bags of cement for the project, leveraging a contact known to her brother to obtain factory prices. See *proceedings of 27th August, 2025, at Question 59*.
  - c. She purchased quarry dust from Potsin in the Central Region and transported it to the site in East Legon. See *proceedings of 5th June, 2025, at Questions 58-59*.
  - d. She purchased building materials generally with funds remitted by the Plaintiff, keeping receipts and invoices, some of which were tendered as *Exhibits 6 and 9 series*.
  - e. She engaged the services of a site engineer, Divine Kehodu Noagbedaa, who, according to her testimony, worked without charging professional fees, accepting only transport allowances of GH¢100.00 from time to time. See *proceedings of 27th August, 2025, at Question 94*.
  - f. She supervised the day-to-day construction activities, travelling from Dansoman to East Legon daily, often departing as early as 4:30 a.m. and returning as late as 10:00 p.m. See *proceedings of 27th August, 2025, at Question 94*.
10. The Plaintiff, for his part, called a contractor, Isaac Fosu (*PW1*), who testified that he supervised the construction from the foundation stage to the lintel level, and that he purchased building materials with money provided directly to him by the Plaintiff. *PW1* testified that he

never met the Defendant at the project site. *See proceedings of 8th July, 2025, at Questions 16-18.*

11. This court has carefully evaluated the evidence of PW1 and finds that his testimony does not fundamentally contradict the Defendant's account of her involvement. PW1 testified that he stopped work on the project after reaching the lintel level, following a misunderstanding with the Plaintiff over building materials erroneously delivered to the site. *See proceedings of 8th July, 2025, at the Court's questions following Question 33.* The Defendant's extensive involvement in the project, particularly in obtaining the building permit, sourcing cement at factory prices, and purchasing materials, appears to have occurred during and after PW1's tenure.
12. Upon completion of the project in or about 2017, the Plaintiff requested the Defendant to take up residence in one of the two-bedroom units. The Defendant thereupon vacated her rented accommodation at Dansoman, where she had lived with her children, and relocated to the Nortey Loop, East Legon property. She has resided there continuously since 2017, and the parties cohabited in the apartment as a couple until the relationship soured. *See proceedings of 3rd June, 2025, at Questions 5-11.*
13. Sometime during the relationship, the Plaintiff gave the Defendant a ring. The circumstances surrounding the giving of this ring are hotly contested and lie at the heart of this dispute. The Defendant contends that the ring was given as a promise ring, signifying the Plaintiff's intention to marry her. The Plaintiff, in his witness statement and under cross-examination, admitted giving the ring but maintained that he did so only because the Defendant requested it to ward off unwanted male attention. *See proceedings of 5th June, 2025, at Questions 49-51.* The Defendant, in her testimony, denied making any such request and insisted that the Plaintiff gave the ring voluntarily as a symbol of his promise. *See proceedings of 27th August, 2025, at Questions 46-52.*
14. In May 2022, the Defendant's father, Nicholas Torgbor (Papafio), passed away. An obituary was published wherein the Plaintiff was named as an "in-law." The Plaintiff further wrote a tribute in the brochure, attended the funeral, and made a donation of GH¢1,000.00. The Plaintiff testified under cross-examination that he saw the obituary at the funeral and did not protest his description as an in-law, though he claimed the relationship was already breaking down. *See proceedings of 5th June, 2025, at Questions 28-38.* The Defendant's sister, Nicholina Torshie Agbobada (DW1), who testified on behalf of the Defendant, stated that she compiled the data for the funeral brochure and that the Plaintiff's inclusion as an in-law reflected the family's understanding of his status. *See proceedings of 4th September, 2025, at Questions 20-24.*
15. The parties continued to cohabit at the East Legon apartment until 2024, when the Plaintiff terminated the relationship. According to the Defendant, the Plaintiff stated his preference for an unemployed woman who could take care of him. Following the breakdown, the Plaintiff instituted the instant action seeking to eject the Defendant from the apartment. He also withdrew an earlier settlement offer that had included the Toyota RAV4 vehicle, which the

Defendant had been using since approximately 2017. *See proceedings of 12th June, 2025, at Questions 117-130.*

16. The Defendant, in her counterclaim, seeks damages for breach of promise to marry, a declaration of her right to remain in the apartment, and an order for the retention of the Toyota RAV4 vehicle and the industrial blender.

### C. THE PLAINTIFF'S CASE

17. The Plaintiff's case, as set out in his witness statement filed on 15th April, 2025, and his oral testimony, is essentially as follows:
18. The Plaintiff, Vince Kontoh, a retired Information Technology consultant, testified that he met the Defendant in 2013 and commenced a romantic relationship with her. He stated that he was previously married for about 20 years in the United States and had undergone a divorce. He maintained that he had no intention of remarrying after his divorce. *See proceedings of 3rd June, 2025, at Questions 16-17, and proceedings of 10th June, 2025, at Question 82.*
19. The Plaintiff admitted to cohabiting with the Defendant from around 2015 or 2016. He explained that his decision to have the Defendant move into the East Legon property was motivated by practicality and common sense: her tenancy at Dansoman had expired, and instead of continuing to pay her rent, it was more convenient for her to occupy the apartment he was building. *See proceedings of 3rd June, 2025, at Question 7.*
20. The Plaintiff acknowledged that he provided substantial financial support to the Defendant and her children. He testified that he paid for the Defendant's rent at Dansoman, sent remittances for her upkeep, set her up in the hibiscus (sobolo) drink business by purchasing and installing an industrial blender, and helped her secure customers. He also contributed to the education of the Defendant's children, paying fees for the daughter at Accra Technical University and Kumasi Technical University, and providing proof of sponsorship and purchasing an air ticket for the son's studies in Canada. *See proceedings of 10th June, 2025, at Questions 80-81, 97, and proceedings of 12th June, 2025, at Question 130.*
21. Regarding the ring, the Plaintiff testified that he gave the Defendant a ring at her request, to ward off unwanted male attention. He stated that she wore it for about a year. He denied that the ring was a promise ring or that he ever promised to marry the Defendant. When shown a photograph of the ring, he stated that he did not recognise it and requested to see the physical ring. *See proceedings of 5th June, 2025, at Questions 49-51.* The physical ring was subsequently brought and shown the Plaintiff and the court.
22. Concerning the construction of the East Legon apartments, the Plaintiff testified that he solely and fully financed the project. He admitted that the Defendant ran errands for him, purchased building materials, and supervised the project in his absence, but maintained that he provided all the funds and that his remittances were more than sufficient to cover all expenses. He denied

that the Defendant incurred any personal expenses on the project. *See proceedings of 10th June, 2025, at Questions 103-105.*

23. The Plaintiff called one witness, Isaac Fosu (*PW1*), a building project manager/supervisor by profession. *PW1* testified that he met the Plaintiff in 2011 and was engaged to construct the East Legon project. He stated that he supervised the construction from foundation to lintel level, purchasing all building materials with money provided directly to him by the Plaintiff. He testified that he never met the Defendant at the project site and was not aware of any building permit being obtained. He stated that he stopped work after a misunderstanding with the Plaintiff over building materials erroneously delivered to the site. *See proceedings of 8th July, 2025.*
24. The Plaintiff's case, therefore, is that the Defendant was a mere licensee whose permission to occupy the apartment derived solely from the romantic relationship. Upon the termination of that relationship, her licence was revoked, and she is liable to be ejected. He denies any promise to marry and contends that the Defendant's counterclaim is an afterthought designed to frustrate his legitimate claim to his property.

#### **D. THE DEFENDANT'S CASE**

25. The Defendant's case, as set out in her witness statement filed on 16th April, 2025, her oral testimony, and the testimony of her witness, is essentially as follows:
26. The Defendant, Ernestina Torgbor, a caterer by profession, testified that she commenced an amorous relationship with the Plaintiff in 2013. She stated that from the early stages of the relationship, the Plaintiff promised to marry her. She contended that this promise was not merely verbal but was demonstrated through various acts, including the giving of a ring as a promise ring, the entrusting to her of the supervision of the East Legon construction project, and the public acknowledgment of their relationship as akin to marriage.
27. The Defendant testified that she acted to her detriment in reliance on the Plaintiff's promise. Her detrimental reliance, she contends, took the following forms;
  - a. She warded off other prospective suitors for eleven years, remaining faithful and committed to the Plaintiff in the expectation of marriage.
  - b. She undertook the supervision of the construction of the six-unit apartment block at East Legon from 2013 to 2017, investing her time, energy, and effort in managing the project, purchasing materials, and ensuring its completion. She described her daily routine during this period, travelling from Dansoman to East Legon as early as 4:30 a.m. and returning as late as 10:00 p.m.
  - c. She obtained the building permit for the project, which was issued in the names of "Mr. and Mrs. Vince Kontoh," reflecting the parties' intention to eventually make the project their matrimonial home.

- d. She surrendered her rented accommodation at Dansoman in 2017, where she had lived with her children, and relocated permanently to the East Legon apartment at the Plaintiff's request, thereby giving up her independence and her established home.
- e. She provided domestic, psychological, and emotional support to the Plaintiff throughout the relationship, conducting herself as a wife would, in the expectation that the promised marriage would materialize.
28. Regarding the ring, the Defendant testified that the Plaintiff gave it to her voluntarily as a symbol of his promise to marry her. She denied ever requesting a ring to ward off unwanted male attention.
29. Concerning the funeral of her late father, the Defendant testified that the Plaintiff was named as an in-law in the obituary and funeral brochure because that was how the family perceived him. She testified that the Plaintiff wrote a tribute, attended the funeral, and made a donation, and that he never protested his description as an in-law. *See proceedings of 26th August, 2025, at Questions 39-45.*
30. The Defendant acknowledged receiving financial support from the Plaintiff, including remittances for her upkeep and for the construction project. However, she maintained that she also contributed from her personal resources, particularly in incurring transport and telecommunication expenses while running errands for the Plaintiff. She testified that the site engineer she engaged, Divine Kehodu Noagbedaa, worked without charge, accepting only transport allowances, because of her personal relationship with him. *See proceedings of 27th August, 2025, at Questions 78-79, 94.*
31. The Defendant called her sister, Nicholina Torshie Agbobada (*DW1*), a pensioner, to testify on her behalf. *DW1* testified that she had known both parties for many years and that they conducted themselves as a couple. She confirmed that the Defendant was deeply involved in the construction project, acting as a site engineer would, supervising workers and purchasing materials. She testified that she compiled the data for their late father's funeral brochure and included the Plaintiff as an in-law because that was the family's understanding of his status. She also confirmed that the Defendant showed her the ring given by the Plaintiff, which she understood to be a promise ring. *See proceedings of 4th and 9th September 2025.*
32. The Defendant's case, therefore, is that she is not a mere licensee but a person with a beneficial interest in the property, having contributed substantially to its creation in reliance on a promise of marriage. She contends that the Plaintiff's breach of that promise entitles her to damages and that it would be unconscionable to eject her from the home she helped to build.

#### **E. ISSUES FOR DETERMINATION**

33. At the Case Management Conference held on 23rd April, 2025, the court adopted the issues filed by the Plaintiff on 4th March, 2025, and the additional issues filed by the Defendant on

18<sup>th</sup> March, 2025, as the issues for trial. See proceedings of 19th March, 2025. The issues for determination may be distilled and restated as follows:

- i. Whether or not the Defendant's counterclaim is statute-barred.
- ii. Whether the giving of the ring, in all the circumstances of this case, amounted to a serious promise to marry, or whether the Plaintiff's explanation that it was given merely to ward off suitors is to be accepted.
- iii. Whether, from the totality of the parties' conduct over an eleven-year period, a binding promise to marry can be inferred, and whether the Plaintiff was in breach of that promise.
- iv. Whether the Defendant acted to her detriment in reliance on the said promise.
- v. Whether the Defendant is entitled to damages for breach of promise to marry, and if so, the appropriate quantum.
- vi. Whether the Defendant was a mere licensee liable to be ejected from the premises.
- vii. Whether the Defendant is entitled to the reliefs sought in her counterclaim, including a declaration of her right to occupy the apartment and an order for the retention of the Toyota RAV4 vehicle and industrial blender.

## F. THE GENERAL LAW ON PROOF IN CIVIL LITIGATION

34. Before embarking upon the determination of the substantive issues, it is necessary to state, briefly, the applicable law regarding the burden and standard of proof in civil cases such as this.
35. It is a fundamental principle of Ghanaian jurisprudence that he who alleges must prove. This principle, which finds statutory expression in *Sections 10, 11, and 12 of the Evidence Act, 1975 (NRCD 323)*, places the burden of persuasion on the party who has the affirmative of an issue. In the instant case, the Plaintiff bears the burden of proving his claim for ejection, while the Defendant bears the burden of proving her counterclaim for breach of promise to marry and any other relief she seeks.
36. The standard of proof in civil cases is proof by a preponderance of the probabilities. This means that the trier of fact must be satisfied that the evidence supporting a party's case is more credible and more persuasive than that opposing it. It is not required that the evidence be so conclusive as to exclude every possible doubt, but rather that, on the balance of probabilities, the facts alleged are more likely to be true than not.
37. In cases where the evidence is essentially oral and the court is faced with conflicting testimonies, often described as "oath against oath," the court must carefully evaluate the credibility of the witnesses, the internal consistency of their testimonies, their demeanour in the witness box, and the extent to which their accounts are supported by documentary evidence, contemporaneous conduct, and the inherent probabilities of the case. The court is entitled to

accept or reject the testimony of any witness in whole or in part, provided it gives reasons for its conclusions.

38. These principles guide the court's approach to the evaluation of the evidence in this matter. See also;
- a. *Sections 10(1), 11(1) and (4), 12, 14, 15 of the Evidence Act, 1975 (NRCD 323)*
  - b. *International Ram Ltd. Vrs. Vodafone Ghana Ltd & 2 Ors [2016] JELR 64 2227 (SC)*
  - c. *Zambra Vrs. Segbedzi [1991] 2 GLR 221*
  - d. *Re Ashaley Botwe Lands; Adjety Agbosu & Ors. Vrs. Kotey & Ors [2003-2004] SCGLR 420*
  - e. *Okudzeto Ablakwa (No. 2) Vrs. Attorney General & Anor [2012] 2 SCGLR 845 at 867.*
  - f. *Ababio Vrs. Akwesi III [1994-1995] GBR part II, 74.*
  - g. *Dan Ackah Vrs. Pergah Transport Ltd [2010] SCGLR 731*

## G. THE SPECIFIC LAW ON BREACH OF PROMISE TO MARRY

39. The action for breach of promise to marry, while rooted in the common law, has been adapted and applied by the Ghanaian courts to suit our local circumstances and social realities. It is a cause of action designed to protect legitimate matrimonial expectations arising out of serious engagements and reliance thereon. The courts have affirmed that marriage engagements are not merely social arrangements but may create enforceable obligations when supported by evidence of commitment, reliance, and mutual intention.
40. The legal foundation of the action is that a promise to marry, once made and relied upon, creates enforceable expectations. Where an unjustified refusal to fulfil that promise occurs, the law provides a remedy. This approach serves to check moral decadence and bring sanity into our societal norms and practices by protecting persons who are genuinely abused and cheated in their relationships with their would-be spouses. Care must, however, be taken to ensure that the action is not abused by those who would seek to exploit the system for unmerited gain. See *Donkor v Ankrah [2003-2004] 2 GLR 125.*
41. Our courts have generally treated breach of promise to marry as contractual in form, requiring proof of offer, acceptance, consideration, and breach. The consideration for the promise may consist of a reciprocal promise to marry, or it may take the form of acts done in reliance on the promise, such as abandonment of employment, cohabitation in anticipation of marriage, financial or domestic contributions, and preparation for marital life. The promise need not be express; it may be inferred from conduct, surrounding circumstances, and the totality of the relationship.
42. While the action is contractual in form, the assessment of damages is quasi-tortious, granting relief for injured feelings, loss of reputation, and diminished marital prospects. The courts have consistently recognized the emotional and social harm occasioned by the breach of a promise

to marry, in addition to any pecuniary loss suffered. See *Afrifa v Class-Peter* [1975] 1 GLR 359.

43. The Supreme Court in the case of *Ama Serwaa v Gariba Hashimu & Issaka Hashimu*, Civil Appeal No. J4/31/2020 (14th April, 2021) has provided authoritative guidance on the elements of this cause of action. The ratio decidendi of that case is to the effect that where a party, by words and conduct, leads another reasonably to believe that marriage will ensue, and that other person acts to their detriment in reliance on that belief, a refusal to marry, whether express or by conduct, constitutes a breach of promise to marry for which damages lie, notwithstanding the absence of formal marriage rites or moral objections unrelated to the promise itself.
44. For a party to succeed in an action for breach of promise to marry, there must be evidence of:
- a. A promise to marry, which may be express or implied from conduct.
  - b. Mutuality, in the sense that the promise was seriously made and accepted.
  - c. Consideration, which may consist of a reciprocal promise or acts of detrimental reliance.
  - d. A breach occasioned by a refusal or failure to fulfil the promise without lawful justification.
45. In evaluating whether a promise to marry has been made, the courts consider a variety of factors, including:
- a. Whether the defendant had presented any drinks or money, whether as knocking drinks or akotoagyan drinks, to the plaintiff's family.
  - b. Whether there was cohabitation between the parties.
  - c. Whether the defendant has given a promise ring or a Bible to the plaintiff.
  - d. Whether the families of the parties viewed them as husband and wife.
  - e. Whether the parties have acquired property together.
  - f. Whether a child had been born as a result of the relationship.

See *Felicia Amoako v Abraham Otchere*, HC Suit No. C11/02/24, per H/L Dr. Poku Adusei, JA.

46. Ghanaian law recognizes at least three legally significant categories of marriage promise: a promise to marry under customary law; a promise to marry under customary law, followed by a further promise to convert the marriage into an Ordinance marriage; and a promise to marry exclusively under the Marriage Ordinance. The category into which a particular promise falls may affect the nature of the proof required and the remedies available, but the essential elements of the action remain the same.
47. It is important to distinguish between mere cohabitation or concubinage, which does not give rise to an enforceable promise, and conduct that amounts to a serious engagement. In *Badu v Boakye* [1975] 1 GLR 283, the court held that akotoagyan (drink taken for nothing) merely signifies permission to consort and does not amount to a promise to marry, nor does it give rise to an actionable claim. Similarly, in *Felicia Amoako v Abraham Otchere* (*supra*), the learned Justice stated: "A mere long-term relationship or cohabitation, even if the parties have held

*themselves out as husband and wife, is insufficient and does not establish an enforceable promise to marry.”*

48. However, where engagement rites such as “*etsir nsa*” or knocking ceremonies have been performed, or where other unequivocal acts such as the giving of a promise ring or public acknowledgment of the relationship as matrimonial have occurred, the courts are more willing to find a binding promise. In *Donkor v Ankrah (supra)*, the High Court held that acceptance of knocking drinks signified family consent and created enforceable matrimonial expectations, the breach of which was actionable.
49. In *Afrifa v Class-Peter (supra)*, the Court of Appeal held that the giving of a Bible and a ring was unknown to customary law and instead indicative of an intention to marry under the Marriage Ordinance, thereby supporting an actionable promise. *Francois JA* opined that postponements of the marriage at the defendant’s behest implied a willingness to marry at a future date; after each postponement, there was a new promise or an affirmation of the agreement to marry. The court stated that determining whether there was a promise is by looking at the incidents of the relationship between the parties.
50. The promise to marry generally is, in law, a promise to marry within a reasonable time. See *Aning v Kingful [1980] GLR 404*. In that case, the defendant’s own pleadings were sufficient corroboration of the promise, notwithstanding the absence of third-party witnesses. Though the defendant had denied in evidence that he had promised to marry the plaintiff in church, he affirmed both in his statement of defence and in cross-examination that he had made such a promise.
51. Regarding *breach*, a plaintiff must show that a defendant refused or failed to marry without lawful excuse. The breach may be anticipatory or may consist of non-performance when the time for performance is due. An *anticipatory breach* occurs when the defendant repudiates his or her contractual obligation before the contractual date for performance. A *non-performance breach* may be evinced by conduct or by an express refusal after a request for performance at the time promised. The *Supreme Court* in *Ama Serwaa v Gariba Hashimu (supra)* held that refusal to perform a promise to marry may be express or inferred from conduct. Marriage to a third party constitutes unequivocal repudiation. The breakdown of cohabitation, exclusion of the plaintiff from the defendant’s home, and total abandonment of marital intentions may collectively amount to breach.
52. The defences available to an action for breach of promise to marry are broad and multifaceted. They include general contractual defences such as incapacity, illegality, public policy, misrepresentation, mutual release, and undue influence. They also include marriage-specific defences such as supervening infirmity, a plaintiff’s bad character or unchastity (if unknown to the defendant at the time of the promise), failure of conditions precedent, delay, and frustration. A customary law defence, such as “*akotoagyan*” may negate the existence or enforceability of a promise. The success of any defence depends on the nature of the promise, the applicable legal regime, and the factual matrix.

53. Once breach is established, damage is presumed. The plaintiff may obtain compensatory damages for:
- a. Mental and emotional distress and injured feelings.
  - b. Loss of reputation and social standing.
  - c. Loss of economic and marital prospects.
  - d. Wedding expenses incurred and employment or opportunities abandoned.

The plaintiff may also obtain aggravated damages where the defendant's conduct is particularly offensive, such as seduction under false pretences, malicious allegations of unchastity, or oppressive conduct during trial. Punitive damages may be awarded where aggravating conduct, including manipulation, denial, and abandonment, is present.

54. The guiding principle is that the law must not permit a party to induce reliance and escape without consequence. Damages are discretionary and fact-sensitive. See *Ama Serwaa v Gariba Hashimu (supra)*.

#### **H. THE LAW ON LICENSE, THE DEVELOPMENT OF EQUITY, AND THE CONSTRUCTIVE TRUST**

55. The Plaintiff's claim for ejectment is founded on the assertion that the Defendant is a bare licensee whose license has been revoked. It is therefore necessary to examine the law relating to licenses and the circumstances in which a licensee may acquire a protected interest in property.
56. A license, in the law of real property, is a permission granted by the owner of land to another to enter upon or use the land for a specified purpose. The common law recognizes three categories of licenses: bare or gratuitous licenses, licenses coupled with a grant or interest, and contractual licenses.
57. A bare or gratuitous license is a mere permission for the licensee to enter upon the licensor's land. Such a permission may be withdrawn at any time by the licensor, and upon revocation, the licensee becomes a trespasser if they remain on the land. This was the strict position of the common law, which historically concerned itself primarily with legal title and the rights of the legal owner, often at the expense of justice in individual cases.
58. The Defendant in this case was initially a licensee, as she occupied the apartment upon the invitation of the Plaintiff, the owner. The question is whether her license remained bare or gratuitous, or whether it was transformed by subsequent events into something more.
59. To answer this question fully, we must trace the historical development of equity and its relationship with the common law, for it is in the fertile soil of equity that remedies for unconscionable conduct have grown.
60. The common law of England, from which our common law derives, developed through the decisions of the royal courts. It was a system of rigid rules and formal procedures, which undoubtedly brought certainty and predictability to the law. However, the very rigidity that

was its strength also proved to be its weakness. There were cases where the strict application of the common law produced results that were manifestly unjust, where the rigid forms of action and the emphasis on legal title left deserving parties without remedy.

61. It was in response to this inadequacy that the Court of Chancery developed, administering equity. The Chancellors, initially ecclesiastics, were concerned with conscience and morality. They intervened to temper the harshness of the common law, to prevent unconscionable conduct, and to provide remedies where the common law offered none. Equity did not seek to destroy the common law but to supplement it, to act as a gloss upon it. As it was famously said, "*equity came to mitigate the rigour of the law.*"
62. Over centuries, equity developed its own principles, doctrines, and remedies. Among these were the constructive trust, the injunction, specific performance, and the doctrine of part performance. Equity acted on the conscience of the legal owner, requiring him to hold his legal title subject to the equitable rights of others. The maxims of equity, such as "*equity will not suffer a wrong to be without a remedy,*" "*he who seeks equity must do equity,*" and "*equity regards substance rather than form,*" encapsulate its approach.
63. The relationship between common law and equity was not always harmonious, but eventually, by the Judicature Acts of 1873-1875, the two systems were fused administratively, so that every court could administer both common law and equity. Where there was conflict, equity was to prevail.
64. This fused system is part of our legal heritage in Ghana. Article 11 of the 1992 Constitution of the Republic of Ghana defines the sources of Ghanaian law. Article 11(1) provides that the laws of Ghana shall comprise: (a) this Constitution; (b) enactments made by or under the authority of the Parliament established by this Constitution; (c) any Orders, Rules and Regulations made by any person or authority under a power conferred by this Constitution; (d) the existing law; and (e) the common law.
65. Article 11(2) defines "the common law" as comprising the rules of law generally known as the common law, the rules generally known as the doctrines of equity, and the rules of customary law, including those determined by the Superior Court of Judicature. Thus, under our Constitution, the doctrines of equity are not merely an adjunct to the common law; they are an integral part of the common law of Ghana, a primary source of law to be applied by our courts.
66. The practical consequence of this constitutional framework is that our courts are empowered and indeed required to apply equitable principles whenever justice demands. Where the strict application of legal rules would lead to an unconscionable result, we must have recourse to equity. We are not bound by the historical divisions between law and equity but can draw on both streams of jurisprudence to achieve a just outcome.
67. One of the most potent weapons in equity's arsenal is the constructive trust. A constructive trust is a trust that arises by operation of law, independently of the intention of the parties, to prevent unconscionable conduct. It is imposed by the court whenever it would be inequitable for the legal owner of property to assert full beneficial ownership, having induced another to

act to their detriment in the reasonable belief that they had an interest in the property. The constructive trust is not imposed because the parties intended it, but because justice and good conscience require it.

68. The principles governing the imposition of a constructive trust may be summarized as follows:
  - a. Where there is a common intention, express or implied, that both parties are to have a beneficial interest in property, and
  - b. One party acts to their detriment in reliance on that common intention,
  - c. Equity will intervene to give effect to that intention by imposing a constructive trust, and the legal owner will hold the property on trust for both parties in shares corresponding to their respective contributions or expectations.
69. The common intention may be established by express agreement or may be inferred from conduct. Where parties have contributed to the acquisition or improvement of property, or where they have arranged their affairs on the basis that the property is to be shared, the court may infer a common intention that both are to have a beneficial interest.
70. Detrimental reliance may take many forms, including financial contributions, labour and services expended on the property, and the giving up of other opportunities or advantages in reliance on the common intention.
71. In the Ghanaian context, the courts have applied these equitable principles to achieve justice in disputes arising from domestic relationships. See *Marian Obeng Mintah v Francis Ampenyin (unreported)*, where *Akamba JSC* stated that if a bare or gratuitous licensee is able to prove that she made contributions to the construction or works in the respondent's building, she would be entitled to an equitable remedy for reimbursement.
72. The constructive trust is a flexible and remedial institution, designed to prevent unjust enrichment and to give effect to the legitimate expectations of parties who have acted in reliance on representations or understandings. It is particularly apt in cases such as the present, where parties have lived together and pooled their resources, efforts, and energies in the expectation of a shared future, and where one party would be unjustly enriched if allowed to retain the entire benefit of the other's contributions.
73. The court must also consider the doctrine of proprietary estoppel, which may arise where one party encourages another to act to their detriment in the belief that they have or will acquire an interest in property, and the party encouraging such conduct later seeks to resile from the representation. While the constructive trust and proprietary estoppel are distinct doctrines, they overlap in their aim of preventing unconscionable conduct and giving effect to legitimate expectations.
74. In determining whether a constructive trust has arisen, the court must examine the totality of the parties' conduct, the nature and extent of their contributions, and the presence or absence of any common intention that the property was to be shared. The court must also consider whether it would be unconscionable for the legal owner to assert full beneficial ownership in the circumstances.

## I. THE EVIDENCE PRESENTED BY THE PLAINTIFF

75. The Plaintiff testified on his own behalf and called one witness, Isaac Fosu (*PWI*). The court has carefully considered their testimonies, both in chief and under cross-examination.

### The Plaintiff's Testimony in Chief

76. The Plaintiff adopted his witness statement filed on 15th April, 2025, as his evidence in chief. In that statement, he set out the following material averments:

- a. He met the Defendant in 2013 and commenced a romantic relationship with her.
- b. He supported the Defendant financially, paying her rent and providing for her upkeep.
- c. He solely financed the construction of the six-unit apartment block at East Legon.
- d. The Defendant moved into the apartment at his request because her tenancy at Dansoman had expired.
- e. He gave the Defendant a ring at her request, to ward off unwanted male attention, and not as a promise of marriage.
- f. He had no intention of remarrying after his divorce.
- g. The relationship broke down, and he terminated it in 2024.
- h. The Defendant's licence to occupy the apartment having been revoked, she should be ejected.

77. The Plaintiff also tendered documentary evidence, including *Exhibits 'A' series to Exhibit 'F'*, which included records of remittances sent to the Defendant and receipts for building materials, to demonstrate his financial contributions to the project and to the Defendant's upkeep.

### Cross-Examination of the Plaintiff

78. Under cross-examination by learned counsel for the Defendant, the Plaintiff made a number of significant admissions, and his testimony was tested in crucial respects. The court notes the following highlights from the cross-examination, as recorded in the proceedings:

- a. The Plaintiff admitted that he first met the Defendant around 1998 in Obuasi, long before the relationship commenced in 2013. He also admitted that he knew the Defendant's late father, Nicholas Torgbor, from their time at AGC Obuasi. *See proceedings of 3rd June, 2025, at Questions 2-4, 28.*
- b. He admitted that he started cohabiting with the Defendant around 2015 or 2016, and that they continued in an amorous relationship, being sexually intimate, until the relationship ended. He claimed, however, that the relationship had started breaking down before the COVID-19 period and that they slept in separate bedrooms. *See proceedings of 3rd June, 2025, at Questions 5-14.*
- c. He admitted that the Defendant rendered services that a wife would render, but maintained that this is what lovers do. *See proceedings of 3rd June, 2025, at Questions 19-20.*

- d. He admitted that he attended social gatherings with the Defendant, but denied introducing her as his fiancée or wife. *See proceedings of 3rd June, 2025, at Questions 20-24.*
- e. He admitted that he met the Defendant's family, particularly on the occasion of her father's funeral, but claimed his interactions were not regular. *See proceedings of 5th June, 2025, at Question 27.*
- f. Regarding the funeral of the Defendant's father, the Plaintiff admitted that he was named as an in-law in the obituary, that he saw the obituary at the funeral, that he wrote a tribute, attended the funeral, and made a donation of GH¢1,000.00. He claimed he did not protest the description because he did not take notice of it and because the relationship was already breaking down. *See proceedings of 5th June, 2025, at Questions 28-38.*
- g. He admitted that the Defendant moved into the East Legon apartment at his request, before he later joined her from the USA. He maintained that his consent was based on the fact that he was paying her rent at Dansoman. *See proceedings of 5th June, 2025, at Questions 39-41, 48.*
- h. Regarding the ring, the Plaintiff admitted giving a ring but stated: "I gave her a ring which the Defendant asked for to ward off unwanted male attention. She wore it for a year." When shown a photograph of the ring, he stated he did not recognise it and requested to see the physical ring. *See proceedings of 5th June, 2025, at Questions 49-51.*
- i. He admitted that the Defendant rendered a lot of services on his behalf when he was not present in Ghana, including obtaining the building permit, purchasing building materials, and managing the construction project. He maintained that he provided the money for these activities. *See proceedings of 5th June, 2025, at Questions 52-60, and proceedings of 10th June, 2025, at Questions 103-105.*
- j. He admitted that the Defendant had some income from catering, but described it as "far and in-between and insufficient to sustain her." *See proceedings of 5th June, 2025, at Questions 68-74.*
- k. He admitted that the Defendant gave him gifts, including Woodin shirts and other African wear, and that he had worn some of these shirts to court. *See proceedings of 10th June, 2025, at Questions 92-93.*
- l. He admitted that he contributed to the education of the Defendant's children, paying fees for the daughter and providing proof of sponsorship and an air ticket for the son's studies in Canada. *See proceedings of 10th June, 2025, at Questions 96-98, and proceedings of 12th June, 2025, at Question 130.*
- m. He admitted that he gave the Defendant USD 3,000 for a business venture, though he described it as a block manufacturing business while the Defendant described it as a cement business. *See proceedings of 10th June, 2025, at Questions 101-102.*

n. He admitted that he purchased and installed an industrial blender for the Defendant's hibiscus (sobolo) drink business. *See proceedings of 10th June, 2025, at Questions 80-81.*

o. He admitted that the Defendant has been using the Toyota RAV4 vehicle since 2017, including periods when he was present in Ghana. He claimed the vehicle is still in his name and that his instruction was for her to start it weekly to keep the engine safe, not to drive it. *See proceedings of 12th June, 2025, at Questions 117-130.*

p. He admitted that the relationship involved mutual assistance and that the Defendant did a lot of things for him. He maintained, however, that if a monetary value were placed on their contributions, he helped her more. *See proceedings of 12th June, 2025, at Questions 131-132.*

### **Testimony of PW1 - Isaac Fosu**

79. PW1 adopted his witness statement filed on 15th April, 2025, as his evidence in chief. In his statement, he claimed to be a building project manager/supervisor who met the Plaintiff in 2011 and was engaged to construct the East Legon project.
80. Under cross-examination, PW1's testimony was significantly undermined:
- a. He claimed to have an NVTI qualification obtained from Kumasi Technical Institute in 1996, but could not recall the full meaning of NVTI. *See proceedings of 8th July, 2025, at Questions 1-5.*
  - b. He insisted he met the Plaintiff in 2011, but it was suggested to him that the Plaintiff was not in Ghana in 2011 and only came in 2013. *See proceedings of 8th July, 2025, at Questions 6-9.*
  - c. He stated that he never met the Defendant at the project site and that all building materials were purchased with money provided directly to him by the Plaintiff. *See proceedings of 8th July, 2025, at Questions 16-18.*
  - d. He admitted that he did not have a building permit for the project and was not aware that one had been obtained. When asked by the court how long he had been a building project manager, he stated almost twenty years, but admitted he supervised the project without a building permit. *See proceedings of 8th July, 2025, at the Court's questions following Question 33.*
  - e. He admitted that he stopped work on the project after reaching the lintel level, following a misunderstanding with the Plaintiff over building materials erroneously delivered to the site. *See proceedings of 8th July, 2025, at the Court's questions following Question 33.*
  - f. He was confronted with evidence that the Defendant brought the first 200 bags of cement from GHACEM and quarry dust from Potsin to the site, but he denied knowledge of this, insisting he bought all materials himself. *See proceedings of 8th July, 2025, at Questions 34-38.*

81. The court finds that PW1's testimony, while establishing that he worked on the project at an early stage, does not negate the Defendant's extensive involvement in the project, particularly in obtaining the building permit, sourcing materials, and supervising later stages. PW1's denial of any knowledge of the Defendant's role may be explained by the fact that he left the project before her most intensive involvement began. His testimony that he purchased all materials himself may be true for the period of his work, but it does not exclude the Defendant's purchases for later stages.
82. The Plaintiff closed his case after the discharge of PW1. *See proceedings of 8th July, 2025.*

## J. THE EVIDENCE PRESENTED BY THE DEFENDANT

83. The Defendant testified on her own behalf and called one witness, her sister, Nicholina Torshie Agbobada (*DWI*).

### The Defendant's Testimony in Chief

84. The Defendant adopted her witness statement filed on 16th April, 2025, as her evidence in chief. In that statement, she set out the following material averments:
  - a. She commenced an amorous relationship with the Plaintiff in 2013, and from the early stages, he promised to marry her.
  - b. She acted in reliance on that promise by warding off other suitors, supervising the construction of the East Legon apartments, surrendering her Dansoman residence, and providing domestic and emotional support to the Plaintiff.
  - c. The Plaintiff gave her a ring as a promise ring, which she wore for three years until she overheard a telephone conversation that caused her to stop wearing it.
  - d. She obtained the building permit for the project, which was issued in the names of "Mr. and Mrs. Vince Kontoh."
  - e. She purchased building materials, engaged a site engineer, and supervised the construction from 2013 to 2017.
  - f. The Plaintiff was named as an in-law in her late father's obituary and funeral brochure; wrote a tribute, attended the funeral, and made a donation, without protest.
  - g. She and the Plaintiff cohabited at the East Legon apartment from 2017 until 2024, when the Plaintiff terminated the relationship.
  - h. The Plaintiff withdrew an earlier settlement offer that included the Toyota RAV4 vehicle.
85. The Defendant tendered documentary evidence, including:
  - a. **Exhibit 1:** The obituary of her late father, showing the Plaintiff named as an in-law.

- b. **Exhibit 2:** The funeral brochure, containing the Plaintiff's tribute.
- c. **Exhibit 3:** A receipt evidencing the Plaintiff's donation.
- d. **Exhibit 5:** The building permit, issued in the names of "Mr. and Mrs. Vince Kontoh."
- e. **Exhibits 6 and 9 series:** Receipts and invoices for building materials purchased.
- f. **Exhibits 7, 8, 10, 11, and 12:** Other documentation and photographs related to the building project.

#### **Cross-Examination of the Defendant**

86. Under cross-examination by learned counsel for the Plaintiff, the Defendant's testimony was tested but remained largely consistent. The court notes the following:
- a. The Defendant confirmed that she received frequent remittances from the Plaintiff, including on occasions when she received money twice in a single day. She stated, however, that she did not remember the specific instances. *See proceedings of 26th August, 2025, at Questions 7-12.*
  - b. She confirmed that the Plaintiff purchased and installed an industrial blender for her catering business and gave her USD 3,000 for a business venture. She explained that part of the USD 3,000 was used to acquire land and build a structure, and that when the money was exhausted, the Plaintiff refused to provide more. *See proceedings of 26th August, 2025, at Questions 13-17.*
  - c. She confirmed that she currently sells eggs in a shop owned by her brother at Madina Market, but explained that this was a seasonal supplement to her catering business, as the hibiscus drink business does not thrive in cold weather. She denied that she had abandoned her catering trade. *See proceedings of 26th August, 2025, at Questions 18-20.*
  - d. She maintained that the Plaintiff promised to marry her from the early stages of the relationship in 2013. She admitted that she took no legal action for breach of promise until the present counterclaim, but this is understandable, as she continued to hope and believe that the promise would be fulfilled. *See proceedings of 26th August, 2025, at Questions 24-26.*
  - e. She admitted that the Plaintiff did not perform any customary rites, such as knocking or presenting drinks to her family, and that no list of marriage items was demanded or presented. She stated, however, that the Plaintiff asked her once about the list. *See proceedings of 26th August, 2025, at Questions 27-31.*
  - f. She maintained that her family referred to the Plaintiff as her fiancé, and that the Plaintiff's late sister referred to her as the Plaintiff's wife. *See proceedings of 26th August, 2025, at Questions 32-34.*

- g. She denied that she remained in the relationship for financial security, insisting that she acted in reliance on the promise of marriage. *See proceedings of 26th August, 2025, at Questions 36-38.*
- h. She explained that the building permit was issued in the names of “Mr. and Mrs. Vince Kontoh” because the indenture given to her by the Plaintiff for that purpose bore those names, reflecting the Plaintiff’s marriage to his former wife at the time the land was acquired. She denied adding “Mrs. Kontoh” on her own initiative. *See proceedings of 27th August, 2025, at Questions 67-72.*
- i. She gave a detailed account of her involvement in the construction project, including travelling daily from Dansoman to East Legon, purchasing materials, and engaging a site engineer who worked without charge because of her personal relationship with him. *See proceedings of 27th August, 2025, at Question 94.*
- j. She maintained that she incurred transport and telecommunication expenses from her personal resources while running errands for the Plaintiff, and that the Plaintiff was aware of this. *See proceedings of 27th August, 2025, at Questions 78-79.*
- k. Regarding the ring, she denied ever requesting a ring to ward off suitors. She testified that the Plaintiff gave it voluntarily as a promise ring, and that she wore it for three years until she overheard a telephone conversation in which the Plaintiff referred to her as his “lady friend” to another woman. After confronting him and receiving no response, she stopped wearing it. *See proceedings of 27th August, 2025, at Questions 46-53.*
- l. She confirmed that she and the Plaintiff still live in the same apartment but in different bedrooms. *See proceedings of 27th August, 2025, at Question 93.*
- m. In re-examination, she clarified that 90% of the remittances she received from the Plaintiff were for the building project and 10% for her upkeep. *See proceedings of 27th August, 2025, at Question 96.*

#### **Testimony of DW1 - Nicholina Torshie Agbobada**

87. DW1 adopted her witness statement filed on 16th April, 2025, as her evidence in chief.
88. Under cross-examination:
- a. She confirmed that she visited the construction site in 2014 and that the building was not yet at lintel level at that time. This is consistent with the Defendant’s account that construction progressed over several years. *See proceedings of 4th September, 2025, at Questions 1-4.*
  - b. She stated that the Defendant was deeply involved in the construction, acting like a site engineer, supervising workers, and buying materials. *See proceedings of 4th September, 2025, at Questions 8-10.*
  - c. She confirmed that she compiled the data for their late father’s funeral brochure and included the Plaintiff as an in-law. She stated that they did not discuss this with the Plaintiff,

but that was how they saw him. *See proceedings of 4th September, 2025, at Questions 20-24.*

d. She confirmed that the Defendant showed her the ring given by the Plaintiff, and that she understood it to be a promise ring, though she was not present when it was given and did not hear what was said. *See proceedings of 4th September, 2025, at Questions 24-27.*

e. She acknowledged that the Plaintiff was generous to the Defendant and her children, providing financial support for the son's studies in Canada and contributing to the daughter's education. She maintained, however, that the support was not 100% and that the Defendant also contributed. *See proceedings of 9th September, 2025, at Questions 34-39.*

f. She admitted that some of her testimony was based on what she was told, while other parts were based on what she witnessed. *See proceedings of 9th September, 2025, at Question 40.*

89. The Defendant closed her case after the discharge of DW1. *See proceedings of 9th September, 2025.*

#### **K. DETERMINATION OF THE ISSUES EMANATING FROM THE PLEADINGS IN LIGHT OF THE EVIDENCE ON RECORD**

90. Having carefully reviewed the pleadings, the testimonies, the documentary exhibits, and the written addresses of counsel, the court now proceeds to determine the issues identified for resolution.

##### **ISSUE 1: Whether or not the Defendant's counterclaim is statute-barred**

91. The Plaintiff did not raise the defence of limitation in his pleadings, but the issue of whether the Defendant's counterclaim is statute-barred is a question of law that goes to the jurisdiction of the court. The court must therefore consider it, even if not expressly raised.
92. The *Limitation Act, 1972 (NRCD 54), Section 4*, prescribes a limitation period of six years for actions founded on simple contract, including actions for breach of promise to marry. The cause of action accrues when the breach occurs, that is, when the defendant refuses or fails to perform the promise without lawful excuse.
93. In this case, the parties continued in their relationship, cohabiting and acting as a couple, until 2024, when the Plaintiff terminated the relationship and instituted this action for ejectment. The Defendant testified that she continued to hope and believe that the promise would be fulfilled until the relationship was finally terminated. It was at that point, in 2024, that the breach crystallized and the Defendant's cause of action accrued.

94. The Defendant's counterclaim, filed in 2025, is therefore well within the six-year limitation period. The counterclaim is not statute-barred.

95. I so hold.

**ISSUE 2: Whether the giving of the ring, in all the circumstances of this case, amounted to a serious promise to marry, or whether the Plaintiff's explanation that it was given merely to ward off male attention is to be accepted**

96. This issue lies at the heart of the Defendant's counterclaim. The parties are ad idem that a ring was given. Their accounts of the circumstances surrounding its giving are, however, diametrically opposed.

97. The Defendant's account is that the Plaintiff gave her the ring voluntarily as a promise ring, signifying his intention to marry her. She testified that she wore it for three years, until an incident caused her to stop. The Plaintiff's account is that he gave the ring at the Defendant's request, to ward off unwanted male attention, and that it carried no significance as a promise of marriage.

98. In evaluating these competing accounts, the court must consider not only the direct testimony of the parties but also the surrounding circumstances, the conduct of the parties before and after the giving of the ring, and the inherent probabilities of the case.

99. The court finds the Defendant's account more credible for several reasons.

100. First, the Plaintiff's explanation that he gave the ring merely to "ward off male attention" is, on its face, unconvincing. If anything, the giving of a ring to ward off other suitors confirms the exclusivity of the relationship. It signals to the world that the wearer is taken, that she is committed to another. This is precisely the function that a promise ring, or an engagement ring, serves. The requirement of exclusivity is the very foundation upon which the institution of marriage is built. *See Hyde v Hyde and Woodmansee (1866) LR 1 P & D 130*, where Lord Penzance defined marriage as "the voluntary union for life of one man and one woman, to the exclusion of all others."

101. Second, the Plaintiff's explanation is inconsistent with his own conduct. If the ring were given merely to ward off male attention, why did the Plaintiff not object when the Defendant stopped wearing it after three years? Why did he not inquire about its absence or insist that she continue to wear it, if its purpose was to keep other men at bay? The Plaintiff's silence on this point suggests that the ring's significance was understood by both parties to be something more than a mere deterrent.

102. Third, the giving of a ring in the context of a romantic relationship, particularly where the parties are cohabiting and have made significant financial and emotional commitments to each other, is a powerful symbol. In Ghanaian society, as in many others, the giving of a ring is widely recognized as a sign of betrothal, an outward and visible sign of an inward and spiritual commitment to marry. While not all rings given in relationships are promise rings, the court

must look at the totality of the circumstances to determine the intention with which a particular ring was given.

103. Fourth, the Plaintiff's explanation is undermined by the fact that he has given different accounts at different times. In his witness statement, he simply stated that he gave the ring at the Defendant's request. Under cross-examination, he elaborated, stating: "I gave her a ring which the Defendant asked for to ward off unwanted male attention. She wore it for a year." When shown a photograph of the ring, he stated he did not recognise it and requested to see the physical ring. This shifting and evasive testimony does not inspire confidence in the Plaintiff's credibility on this point.
104. Fifth, the surrounding circumstances support the Defendant's account. The parties were in a long-term, committed relationship. They cohabited. The Plaintiff entrusted the Defendant with the supervision of a significant construction project. He supported her children. He was publicly acknowledged as an in-law at her father's funeral. These are not the incidents of a casual relationship. They are the hallmarks of a relationship moving towards marriage. In such a context, the giving of a ring is naturally understood as a promise of marriage.
105. Sixth, the decision in *Afrifa v Class-Peter (supra)* is instructive. In that case, the Court of Appeal held that the giving of a Bible and a ring was unknown to customary law and instead indicative of an intention to marry under the Marriage Ordinance. While the present case does not involve a Bible, the giving of a ring, particularly in the context of a relationship where the parties have not performed customary rites, may similarly signal an intention to marry under the Ordinance.
106. The Plaintiff has not alleged or proved any vitiating factors, such as fraud, duress, or undue influence, that would negate the existence of a promise. His attempt to explain away the ring as given merely to ward off suitors is, in the language of the law, a confession and avoidance that fails. He admits giving the ring but seeks to avoid its legal consequences by offering an explanation that the court finds unpersuasive.
107. The Supreme Court in *Ama Serwaa v Gariba Hashimu (supra)* affirmed that a promise to marry need not be express. It may be inferred from conduct, surrounding circumstances, and the totality of the relationship. The court must look at the whole picture, not isolated events.
108. In this case, the giving of the ring is a significant piece of the picture. When viewed together with the long-term cohabitation, the financial interdependence, the entrusting of the construction project to the Defendant, the public acknowledgment of the Plaintiff as an in-law, and the Defendant's surrender of her home and independence, the ring takes on a significance that cannot be dismissed.
109. I therefore find and hold that the ring given by the Plaintiff to the Defendant was a promise ring, signifying a serious and unequivocal promise to marry. The Plaintiff's explanation that it was given merely to ward off suitors is rejected as unpersuasive and inconsistent with the totality of the evidence.
110. Issue 2 is resolved in favour of the Defendant.

**ISSUE 3: Whether, from the totality of the parties' conduct over an eleven-year period, a binding promise to marry can be inferred, and whether the Plaintiff was in breach of that promise**

111. Having found that the giving of the ring constituted a promise to marry, the court must consider whether the totality of the parties' conduct supports the existence of a binding promise and whether that promise was breached.
112. The court finds that the promise to marry is not established by the ring alone, but by the cumulative effect of the following factors, which emerge clearly from the evidence:
- a. **Long-term cohabitation:** The parties cohabited from approximately 2015 or 2016 until 2024. This was not a transient or casual arrangement but a settled domestic partnership.
  - b. **Financial interdependence:** The Plaintiff provided substantial financial support to the Defendant and her children, including funding for her business, contributions to her children's education, and provision of a vehicle. The Defendant, for her part, contributed her labour, time, and energy to the Plaintiff's projects, particularly the construction of the East Legon apartments.
  - c. **Entrusting of the construction project:** The Plaintiff, being resident abroad, entrusted the entire supervision of a significant construction project to the Defendant. This act of trust and confidence is wholly consistent with an intention to marry and build a shared future in the completed property.
  - d. **The Defendant's role in the project:** The Defendant did not merely run errands. She obtained the building permit, sourced materials at favourable prices, engaged a site engineer, and supervised the day-to-day construction for approximately four years. Her "sweat equity" is woven into the very fabric of the building.
  - e. **Surrender of the Dansoman residence:** At the Plaintiff's request, the Defendant gave up her rented home at Dansoman, where she had lived with her children, and relocated permanently to the East Legon apartment. This was not a temporary arrangement but a permanent change of residence in reliance on the promised marriage.
  - f. **Public acknowledgment as in-law:** The Plaintiff was named as an in-law in the obituary and funeral brochure of the Defendant's late father. He wrote a tribute, attended the funeral, and made a donation, without protest. This public acknowledgment of his status and his acquiescence in it is powerful evidence of the seriousness of the relationship.
  - g. **Family perception:** The Defendant's sister, DW1, testified that the family viewed the Plaintiff as an in-law. The Plaintiff's late sister, according to the Defendant, referred to her as the Plaintiff's wife. These family perceptions, while not conclusive, are consistent with the existence of a serious commitment.

**h. Duration of the relationship:** The relationship endured for approximately eleven years. Such a long-term commitment, particularly on the part of the Defendant who was in her forties and late fifties during this period, is not consistent with a casual association. It reflects a settled intention to marry and a continued hope that the promise would be fulfilled.

113. The court is mindful of the distinction between mere cohabitation or concubinage, which does not give rise to an enforceable promise, and conduct that amounts to a serious engagement. In *Badu v Boakye (supra)* and *Felicia Amoako v Abraham Otchere (supra)*, the courts held that cohabitation alone, even where parties hold themselves out as husband and wife, is insufficient. However, in this case, there is much more than mere cohabitation. There are specific and overt acts that elevate the relationship to the level of a binding engagement: the giving of the ring, the entrusting of the construction project, the public acknowledgment in the obituary, and the surrender of the Dansoman residence.
114. The court finds that the Plaintiff's conduct, viewed in its totality, was such as to lead a reasonable person in the Defendant's position to believe that marriage would ensue. The Plaintiff, by his words and conduct, induced that belief. The Defendant acted upon it to her detriment.
115. The question then is whether the Plaintiff breached that promise. The court finds that he did. By terminating the relationship in 2024, asking the Defendant to vacate the apartment, and instituting this action for ejection, the Plaintiff demonstrated a clear intention no longer to be bound by his promise. The parties cannot reasonably be expected to cohabit after such a rupture. The Plaintiff's conduct constitutes an unequivocal repudiation of the promise to marry.
116. The Supreme Court in *Ama Serwaa v Gariba Hashimu (supra)* held that refusal to perform a promise to marry may be express or inferred from conduct. The breakdown of cohabitation, exclusion of the plaintiff from the defendant's home, and total abandonment of marital intentions may collectively amount to breach. These elements are present in this case.
117. I therefore find and hold that there was a binding promise to marry, arising from the totality of the parties' conduct, and that the Plaintiff breached that promise by terminating the relationship and seeking to eject the Defendant from the home they had shared.
118. Issue 3 is resolved in favour of the Defendant.

**ISSUE 4: Whether the Defendant acted to her detriment in reliance on the said promise**

119. Having established the existence of a promise and its breach, the court must consider whether the Defendant acted to her detriment in reliance on that promise. This is crucial not only for the claim for damages but also for the equitable relief sought in relation to the property.
120. The evidence of detrimental reliance is overwhelming. The Defendant's acts of reliance, as established by the evidence, include:

- a. **Warding off other suitors:** The Defendant remained faithful and committed to the Plaintiff for eleven years, from 2013 to 2024, in the expectation of marriage. She was in her forties and late fifties during this period. The opportunity to form another union, to marry and have the security that marriage offers, diminished with each passing year. By the time the Plaintiff broke his promise, the Defendant was in her late fifties, with significantly reduced prospects of contracting a marriage. This is a real and substantial detriment.
- b. **Supervising the construction project:** From 2013 to 2017, the Defendant dedicated her time, energy, and effort to supervising the construction of the six-unit apartment block. She travelled daily from Dansoman to East Legon, often departing at 4:30 a.m. and returning at 10:00 p.m. She obtained the building permit. She sourced materials at favourable prices. She engaged a site engineer who worked without charge because of her personal relationship with him. Her “sweat equity” is incalculable but undoubtedly substantial.
- c. **Surrendering her Dansoman residence:** In 2017, at the Plaintiff’s request, the Defendant gave up her rented home at Dansoman, where she had lived with her children. She relocated permanently to the East Legon apartment. This was not a temporary arrangement. She surrendered her independence and her established home in reliance on the promise that the East Legon property would be their matrimonial home.
- d. **Providing domestic and emotional support:** Throughout the relationship, the Defendant provided domestic, psychological, and emotional support to the Plaintiff, conducting herself as a wife would. This support, while difficult to quantify, is no less real. It represents an investment of her person in the relationship, in reliance on the promised marriage.
- e. **Contributing personal resources:** The Defendant testified, and the court accepts, that she incurred transport and telecommunication expenses from her personal resources while running errands for the Plaintiff. She also testified that the site engineer she engaged worked without charge because of her personal relationship with him. These are contributions that go beyond mere receipt of the Plaintiff’s funds.
121. The Plaintiff’s counsel suggested, in cross-examination, that the Defendant remained in the relationship for financial security. The court rejects this suggestion. While the Plaintiff undoubtedly provided substantial financial support, the Defendant’s contributions were not merely passive receipt. She actively contributed to the relationship, to the project, and to the Plaintiff’s well-being. Her reliance was genuine and substantial.
122. I therefore find and hold that the Defendant acted to her detriment in reliance on the Plaintiff’s promise to marry.
123. Issue 4 is resolved in favour of the Defendant.

**ISSUE 5: Whether the Defendant is entitled to damages for breach of promise to marry, and if so, the appropriate quantum**

124. Having found that the Plaintiff made a binding promise to marry, that he breached that promise, and that the Defendant acted to her detriment in reliance on it, the Defendant is entitled to damages.
125. The guiding principle, as stated by the Supreme Court in *Ama Serwaa v Gariba Hashimu (supra)*, is that the law must not permit a party to induce reliance and escape without consequence. Damages are discretionary and fact-sensitive.
126. In assessing the appropriate quantum of damages, the court takes into consideration the following factors:
- a. **The length of the relationship:** The relationship endured for approximately eleven years. This is a substantial period in anyone's life, but particularly for the Defendant, who was in her forties and fifties during this time. She invested her prime years in this relationship.
  - b. **The degree of the Defendant's reliance and the extent of her personal sacrifice:** The Defendant did not merely hope for marriage. She actively invested her labour, time, and energy in the Plaintiff's project. She supervised the construction of the very property from which the Plaintiff now seeks to eject her. She surrendered her home at Dansoman. She warded off other suitors. Her sacrifices were real and substantial.
  - c. **The public nature of the holding out as an in-law:** The Plaintiff was publicly acknowledged as an in-law in the obituary and funeral brochure of the Defendant's late father. He wrote a tribute, attended the funeral, and made a donation. This public acknowledgment, and his acquiescence in it, raised the stakes of the relationship. The Defendant's social standing and reputation were tied to the expectation of marriage.
  - d. **The Defendant's age and diminished prospects:** The Defendant is now in her late fifties. Her prospects of contracting a marriage, of finding a partner and building a life with him are significantly diminished. The Plaintiff's breach has left her in a vulnerable position, with reduced options for the future.
  - e. **The loss of her home at Dansoman:** The Defendant gave up her rented home at Dansoman in 2017. She has lived at the East Legon apartment since then, but her occupation is now contested. She faces the prospect of having no secure home, having surrendered her previous home in reliance on a promise that was broken.
  - f. **The Plaintiff's unconscionable conduct:** The Plaintiff, after accepting the benefit of the Defendant's labour and commitment for eleven years, now seeks to eject her with nothing. His conduct, particularly the withdrawal of the settlement offer that included the Toyota RAV4 vehicle, displays a lack of regard for the Defendant's welfare.

127. The Defendant, in her counterclaim, has demanded USD 40,000 and a two-bedroom flat in the apartment complex as compensation. See proceedings of 27th August, 2025, at Question 90. The court must determine an appropriate award.

128. Taking all the circumstances into account, the court assesses damages as follows:

a. General damages for emotional distress, injured feelings, loss of reputation, and diminished marital prospects: The court awards GH¢50,000.00 under this head. This sum reflects the emotional and psychological harm suffered by the Defendant, the loss of her social standing, and the diminution of her prospects of forming a new union.

b. Compensatory damages for economic loss and detrimental reliance: The court awards GH¢150,000.00 under this head. This sum reflects the value of the Defendant's labour and contribution to the construction project, the loss of her Dansoman residence, the years of dedication rendered in reliance on the promise, and the economic vulnerability in which she has been left.

The total award for damages is therefore GH¢200,000.00.

129. The court is aware that this is a substantial sum. It is, however, commensurate with the seriousness of the breach, the length of the relationship, and the extent of the Defendant's reliance and sacrifice. The Plaintiff, who has the means, as evidenced by his ability to construct a six-unit apartment block and support the Defendant and her children for eleven years, is well able to pay this sum.

130. The said sum shall bear interest at the prevailing commercial bank rate from today's date until the date of final payment.

131. Issue 5 is resolved in favour of the Defendant.

**ISSUE 6: Whether the Defendant was a mere licensee liable to be ejected from the premises, or whether she has acquired a beneficial interest in the property.**

132. This issue goes to the heart of the Plaintiff's claim for ejectment. The Plaintiff contends that the Defendant is a bare licensee, whose permission to occupy the apartment derived solely from the romantic relationship. Upon the termination of that relationship, he argues, her licence was revoked, and she must vacate.

133. The Defendant contends that she is not a mere licensee. She argues that she has acquired a beneficial interest in the property by reason of her substantial contributions to its construction and her detrimental reliance on the promise of marriage.

134. The court has carefully considered the evidence and the applicable law, including the constitutional mandate to apply the doctrines of equity as part of the common law of Ghana.

135. There is no dispute that the Defendant initially entered the apartment as a licensee. The Plaintiff, as owner, gave her permission to occupy. However, the character of her occupation was fundamentally transformed by subsequent events.
136. A bare licensee is a passive recipient of permission. Such a licensee contributes nothing to the property and has no expectation of any interest in it. Their occupation is entirely dependent on the will of the licensor.
137. The Defendant in this case was anything but passive. She was an active creator of the very home she now occupies. From 2013 to 2017, while the Plaintiff was outside Ghana, she was his representative on the ground. She obtained the building permit. She sourced materials. She engaged workers. She supervised construction. She transformed a construction site into a habitable dwelling.
138. The court finds that the Defendant's role was not that of a licensee but of a co-adventurer. She and the Plaintiff were engaged in a common enterprise: the construction of a home in which they would live together as man and wife. The property was intended to be their matrimonial home. This common intention is evident from the following:
- a. The entrusting of the entire construction project to the Defendant.
  - b. The giving of the promise ring.
  - c. The request that the Defendant move into the apartment upon completion.
  - d. The public acknowledgment of the Plaintiff as an in-law at the Defendant's father's funeral.
  - e. The cohabitation of the parties in the apartment for approximately seven years.
139. The building permit, issued in the names of "Mr. and Mrs. Vince Kontoh," is particularly significant. While the Plaintiff explained that this reflected the names on the indenture from the time of his marriage to his former wife, the fact remains that the permit was obtained by the Defendant and bears the names of a married couple. In the context of this case, it reinforces the common intention that the property was to be their shared home.
140. The court finds that the Defendant acted to her significant detriment in reliance on this common intention. Her detrimental reliance took the form of:
- a. Four years of labour supervising the construction.
  - b. The surrender of her Dansoman home and the independence it represented.
  - c. The warding off of other suitors for eleven years.
  - d. The investment of her emotional energy and commitment in the relationship.
141. In these circumstances, it would be profoundly unconscionable for the Plaintiff to accept the full benefit of the Defendant's labour, her prudent management of his funds, her personal sacrifice, and her emotional commitment, only to then discard her in the twilight of her years and reclaim the physical asset in its entirety.

142. The strict application of the common law rules regarding licences would produce precisely this unconscionable result. The Plaintiff would be entitled to eject the Defendant with nothing, retaining for himself the full value of the property to which she contributed so substantially. This would be manifestly unjust.
143. It is here that equity intervenes. The doctrines of equity, which Article 11 of the 1992 Constitution mandates us to apply as part of the common law of Ghana, exist precisely to prevent such unconscionable outcomes. Equity acts on the conscience of the legal owner. It does not deny his legal title but requires him to hold it subject to the equitable rights of those who have contributed to the property or relied upon his representations.
144. The constructive trust is the appropriate equitable remedy in this case. A constructive trust arises where it would be unconscionable for the legal owner of property to assert full beneficial ownership, having induced another to act to their detriment in the reasonable belief that they had an interest in the property.
145. The elements of a constructive trust are present in this case:
- a. **Common intention:** The facts speak clearly of a shared intention that the East Legon apartment was to be the parties' matrimonial home. This intention is evidenced by the entrusting of the construction to the Defendant, the giving of the promise ring, the request to move in, and the public acknowledgment of the Plaintiff as an in-law.
  - b. **Detrimental reliance:** The Defendant acted upon the common intention to her significant detriment, as set out above.
  - c. **Unconscionability:** It would be unconscionable for the Plaintiff, having received the benefit of the Defendant's contributions, to now eject her with nothing.
146. The court is fortified in this conclusion by the observations of *Akamba JSC in Marian Obeng Mintah v Francis Ampenyin (supra)*, where His Lordship stated that if a bare or gratuitous licensee is able to prove that she made contributions to the construction or works in the respondent's building, she would be entitled to an equitable remedy for reimbursement. In this case, the Defendant has proved such contributions, and the remedy of a constructive trust, giving her a beneficial interest in the property itself, is appropriate.
147. The court also draws guidance from the Supreme Court's decision in *Ama Serwaa v Gariba Hashimu (supra)*, which affirmed that where a party relies on a promise to marry to their detriment, equity may properly intervene. The damages awarded in that case were monetary, but the principle extends to cases where the reliance has directly contributed to the creation or enhancement of property.
148. The concept of "sweat equity" is well recognized in equity jurisprudence, though its contours are often left undefined. I take this opportunity to offer a general definition that may guide future determinations. "Sweat equity" is the contribution of personal exertion, labour, time, skill, or services, whether physical or intellectual, which, though not monetary, adds measurable value to an asset, enterprise, or undertaking, and for which the contributor may justly claim an equitable interest proportionate to the value so added. It is the investment of

human effort as capital, recognizing that buildings are not erected by title deeds alone, nor businesses built by balance sheets only.

149. In the specific context of this case, the Defendant's "sweat equity" took tangible and unmistakable form. It was she who supervised the artisans, negotiated with suppliers, managed the construction timeline, and applied her physical labour to the building works. It was she who was present when the Plaintiff was absent, who toiled when the Plaintiff merely financed. Her contributions are not abstract; they are embedded in the concrete, the walls, the very structure of the property. This is sweat equity in its purest form: the transformation of personal effort into a physical asset, of labour into lasting value. Her efforts are woven into the very fabric of the building. To deny her any interest in that building would be to permit the Plaintiff to be unjustly enriched at her expense. As equity regards substance rather than form, it looks beyond the legal title to the reality of the parties' contributions and expectations.
150. *The court therefore finds and holds that a constructive trust has arisen over the two-bedroom apartment at Nortey Loop, East Legon, currently occupied by the Defendant. The Plaintiff holds his legal title to the property subject to the Defendant's beneficial interest in that apartment.*
151. The Defendant is entitled to remain in occupation of the apartment. Her interest in it is not merely possessory but proprietary. It is an interest that equity will protect and preserve.
152. The Plaintiff's claim for ejectment is therefore dismissed. It would be unjust in the highest degree to eject the Defendant from the home she helped to build. As the maxim goes, equity will not suffer a wrong to be without a remedy.
153. The parties are directed to take all necessary steps to regularize the Defendant's interest in the said apartment property.
154. Issue 6 is resolved in favour of the Defendant.

**ISSUE 7: Whether the Defendant is entitled to the reliefs sought in her counterclaim, including a declaration of her right to occupy the apartment and an order for the retention of the Toyota RAV4 vehicle and industrial blender**

155. Having resolved the preceding issues in favour of the Defendant, the court now considers the specific reliefs sought in her counterclaim.
156. **Declaration of right to occupy the apartment:** For the reasons set out in the determination of Issue 6, the Defendant is entitled to a declaration that she has a beneficial interest in the two-bedroom apartment at Nortey Loop, East Legon, and that she is entitled to remain in occupation. The Plaintiff's claim for ejectment is dismissed.
157. **Toyota RAV4 vehicle:** The evidence establishes that the Defendant has been using the Toyota RAV4 vehicle since approximately 2017. The Plaintiff admitted under cross-examination that the Defendant has used the vehicle since then, including periods when he was present in Ghana.

He claimed the vehicle is still in his name and that his instruction was for her to start it weekly, not to drive it. The court finds this instruction implausible. The reality is that the Plaintiff permitted the Defendant to use the vehicle for approximately nine years. He included it in an earlier settlement offer, which he later withdrew. In all the circumstances, and given that the Plaintiff did not lay a claim to the vehicle, the Defendant is entitled to retain it.

158. **Industrial blender:** The evidence establishes that the Plaintiff purchased and installed the industrial blender for the Defendant's hibiscus (sobolo) drink business. The Defendant has used it for that purpose. The Plaintiff did not lay claim to the blender in his pleadings. The Defendant is entitled to retain it.
159. The Defendant is therefore entitled to the reliefs sought in her counterclaim, to the extent set out above.

## L. CONCLUSION AND COMMENTS

160. This case, while private in its origins, raises issues of considerable social and legal importance. It speaks to a prevalent feature of contemporary relationships, wherein parties invest years of their lives, their labour, their resources, and their emotional energy in reliance upon a promise of marriage, only to find themselves discarded and dispossessed when that promise is broken.
161. The court is acutely aware of the reality that such promises are often made informally, without the formalities of customary marriage rites or the solemnization of an Ordinance marriage. Yet their breach can have devastating consequences. Individuals, frequently, though not exclusively, women, may sacrifice career opportunities, surrender their own homes and independence, ward off prospective suitors, and pour their efforts into building a shared future, all in the legitimate expectation that a promise of marriage will be honoured. When that expectation is defeated by the unilateral withdrawal of the promisor, the loss is not merely emotional; it is tangible, quantifiable, and as a matter of fact, legally consequential.
162. The law must respond to these realities. It must protect those whose trust is genuinely abused and who are cheated in their relationships, while being careful not to open the door to unmerited claims by those who would seek to exploit the system. The courts have the tools to do this: the action for breach of promise to marry, rooted in contract but informed by equitable principles; the doctrine of constructive trust, flexible and remedial; and the overarching requirement of proof by a preponderance of the probabilities.
163. In this suit, the Defendant has proved her case. She has shown that the Plaintiff promised to marry her, by giving her a ring and by his conduct over eleven years. She has shown that she acted to her detriment in reliance on that promise, investing her labour in the construction of the home they were to share, surrendering her own home and independence, and remaining faithful and committed into her late fifties. She has shown that the Plaintiff breached that promise, terminating the relationship and seeking to eject her with nothing.

164. The court's decision today does three things. First, it provides the Defendant with meaningful redress for the wrong she has suffered, through an award of substantial damages. Second, it secures her beneficial interest in the property she helped to create, recognizing that her contributions have earned her an equitable stake in that property. Third, it sends a clear message that promises of marriage are not idle words; they create legitimate expectations, and those who induce others to act to their detriment on the faith of those promises will be held legally accountable.
165. For the Plaintiff, this judgment serves as a reminder that legal title does not confer an absolute right to act unconscionably. The Plaintiff is legally entitled to his property, but his title is subject to the equitable interests that have arisen from his own conduct and the Defendant's detrimental reliance upon it. He cannot retain the benefit of the Defendant's labour and commitment and then discard her without recompense.
166. This judgment also serves to illuminate the important role of equity in our legal system. The common law, with its emphasis on certainty and rigid rules, is an essential foundation of our jurisprudence. But alone, it can sometimes produce results that are harsh and unjust. Equity developed historically to temper the rigour of the common law, to intervene in cases where conscience demanded it. Under Article 11 of the 1992 Constitution, the doctrines of equity are not a separate system but an integral part of the common law of Ghana. Our courts are empowered and required to apply equitable principles whenever justice demands.
167. The constructive trust, applied in this case, is a quintessential example of equity at work. It looks beyond the form of legal title to the substance of the parties' relationship. It recognizes that a person who contributes labour and effort to the creation of property, in reliance on a shared intention that the property is to be their home, acquires an interest that equity will protect. It prevents the legal owner from being unjustly enriched at the expense of the contributor.
168. For the development of the law, this judgment reaffirms the willingness of the courts to apply equitable doctrines to achieve justice in circumstances where strict legal rights would produce an unconscionable result. It demonstrates that the common law, as applied in Ghana, is a living instrument capable of adapting to the changing dynamics of human relationships while upholding the fundamental values of fairness, honesty, and personal responsibility.
169. The court expresses its gratitude to learned counsel for both parties for their thorough written addresses and their diligent representation of their clients. The quality of the advocacy has been of great assistance to the court.

#### **M. THE COURT'S ORDERS**

For the reasons set out in this judgment, the court hereby makes the following orders:

1. The Plaintiff's claim for ejectment is dismissed in its entirety.
2. Judgment is entered for the Defendant on her counterclaim for breach of promise to marry.
3. The Plaintiff shall pay to the Defendant the sum of GH¢200,000.00 (Two Hundred Thousand Ghana Cedis), comprising general damages of GH¢50,000.00 for emotional distress, injured

feelings, loss of reputation, and diminished marital prospects, and compensatory damages of GH¢150,000.00 for detrimental reliance.

4. The said sum of GH¢200,000.00 shall bear interest at the prevailing commercial bank rate from today's date, 16<sup>th</sup> February 2026, until the date of final payment.
5. It is hereby declared that the Defendant has a beneficial interest in the two-bedroom apartment situate at Nortey Loop, East Legon, Accra, currently occupied by her, said interest arising by way of a constructive trust.
6. The Defendant is entitled to remain in occupation of the said apartment, and the Plaintiff's claim for ejection is dismissed.
7. The parties are directed to take all necessary steps to regularize the Defendant's interest in the said apartment property.
8. The Defendant shall retain and continue to use the Toyota RAV4 vehicle and the industrial blender, the Plaintiff having failed to make any claim to these items.
9. Cost fixed at GH¢20,000.00 (Twenty Thousand Ghana Cedis) is awarded against the Plaintiff, in favour of the Defendant.

**DATED AT ACCRA THIS 16TH DAY OF FEBRUARY, 2026.**

**(SGD)**

**HER LADYSHIP JUSTICE SEDINAM AWO KWADAM (MRS.)**

**JUSTICE OF THE HIGH COURT**

**SITTING AS ADDITIONAL RESPONSIBILITY AS A CIRCUIT COURT JUDGE**

