

RES IPSA

LEGAL BRIEF

A hirer, under a hire-purchase agreement, or a buyer under a conditional sales agreement, may terminate the agreement at any time before the final payment falls due, by giving written notice of termination to any person entitled to receive payments under the agreement, unless, in the case of a buyer in a conditional sales agreement, the property in the goods has become vested in the buyer before final payment is made, and the buyer has transferred the goods to a third person.

**HIRE-PURCHASE ACT, 1974 (NRCD 292),
AS AMENDED BY HIRE-PURCHASE
(AMENDMENT) DECREE, 1978, SECTION 5**



STUDENT SPOTLIGHT

Grace Victoire Bogui –An Entrepreneur In The Making

Every so often, the newsletter will throw its spotlight on a law student who, in the view of the editors, deserves mention for demonstrating what we would like to call the “Wisconsin Spirit;” namely, earnestness of endeavour, perseverance with rectitude, and aspiration with integrity. In this issue, the spotlight is thrown on Grace Victoire Bogui. Grace Victoire Bogui, comes from Côte d'Ivoire and is the eldest child, and only daughter in a family with three children. Grace is a Level 300 student who describes herself as a highly intuitive March born who is likely to become a CEO and a commercial law lawyer one day. Grace's description of herself is apt. In addition to being a law student, Grace is also the owner and operator the popular food business, Attieke Love Restaurant. Unlike some of her other French-speaking colleagues, who enrolled in English proficiency courses, Grace has worked hard to self-teach herself the English language in order to excel in a course that is very demanding for native English speakers. Kudos Grace!



WELCOME NOTE

Professor Edmund Kwaw - Head of Department

Dear Students and Readers,
I take great pleasure in welcoming you to the maiden issue of Res Ipsa, the new online student Newsletter of the Faculty of Law of Wisconsin International University College. We are very proud of the Newsletter for two important reasons. First, it is the first of its kind in Ghana. While other law faculties may have an online newsletter of some kind, only the Faculty of Law of Wisconsin can boast of a student online newsletter. Second, and probably most importantly, the Faculty of Law of Wisconsin has created this newsletter with the primary objective of showcasing the intellectual rigour of its students, as well as providing a forum where students are able to contribute to issues of national and global importance.

Our vision is to provide a newsletter with student comments and perspectives on national and global issues, that are relevant, challenging, thought provoking, unbiased and politically neutral. We invite you to join us on this new journey of the students of the Faculty of Law of Wisconsin International University College. Once again, I welcome you to this newsletter – your newsletter!



RES IPSA

THE BARKER-VORMAWOR HABEAS CORPUS APPLICATION – WHAT WENT WRONG? BY AWUDU A. KANTON

On Thursday, February 17, 2022, the High Court in Tema, dismissed a Habeas Corpus application brought by the lawyers for Mr. Barker-Vormawor (“Barker-Vormawor”). Barker-Vormawor had been arrested on February 11 by the Tema Regional Police Command, and subsequently charged with treason felony, after a social media posting in which he had made a statement to the effect that he would stage a coup himself if Parliament passed the E-Levy Bill. Habeas Corpus, meaning produce the body, is a writ in the nature of an order that is issued by the court, requiring a party to produce a person before the court in order to demonstrate to the court the legality of the person’s detention, and to set that person free if there is no legal justification for the person’s detention. Thus, the question for the Habeas Corpus court, always, is whether the person is lawfully detained.

If the person is lawfully detained, then the writ cannot issue, if he or she is not, then the writ must issue. The writ is a time-honoured method of securing the liberty of individuals, and preventing wrongful or illegal detention. So, what was wrong or went wrong with the Barker-Vormawor Habeas Corpus application? Why did it not succeed?

Simply put, learned counsel for Barker-Vormawor made a tactical error. As the learned judge hearing the application made clear, the writ could not issue because Mr. Barker-Vormawor had already been put before a court and had been denied bail.



In Habeas Corpus applications, time is of the essence. Since the object of the writ of habeas corpus is remedial and not punitive, the legality or otherwise of the detention must be decided by the court with reference to the date of return of the application, and not the date when the application is made. Thus, the writ will not issue if at the time of the hearing of the application the person is no longer illegally detained, notwithstanding that his detention was initially illegal. In Barker-Vormawor's case, then, if one assumes that Barker-Vormawor's detention was initially illegal and unlawful because he was not arraigned within 48 hours as required by the Constitution, and he was also not told the reasons for his arrest during that time, this was no longer the case at the date of the Habeas Corpus hearing on February 17, 2022.

By that date, he had already been arraigned (on Monday, 14 February 2022), at which time the reasons for his detention had been given to him and his plea taken before his remand. At that point, the steps that were available to Barker-Vormawor, in the criminal process, consisted of taking concrete steps to defend the charges against him, including, as the Supreme Court was quick to point out later to his learned counsel, applying for bail, and not bringing an application for Habeas Corpus.