IN THE SUPERIOR COURT OF JUDICATURE

IN THE SUPREME COURT

ACCRA – GHANA

CORAM: ATUGUBA, (PRESIDING)

ANSAH, JSC

BAFFOE- BONNIE,JSC

BENIN, JSC

PWAMANG, JSC.

CIVIL APPEAL

NO: J4/2/2014

24TH FEBRUARY 2016

1. **ALEX ABOAGYE**
2. **MOSES ESSIEN & 257 OTHERS -- PLAINTIFFS/ RESPONDENTS/ APPELLANTS**

VRS.

1. **THE ATTORNEY-GENERAL ---1ST DEFENDANT**
2. **THE OFFICIAL LIQUIDATOR----2ND DEFENDANT/ APPELLANT/ RESPONDENT**

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JUDGMENT

BENIN, JSC:-

The plaintiffs/respondents/appellants, hereafter called the plaintiffs who claimed to be ex-employees of the defunct Black Star Line (BSL), brought an action against the 1st defendant/appellant/respondent, hereafter called the 1st defendant, and the Divestiture Implementation Committee, later substituted by the Official Liquidator as the 2nd defendant/appellant/respondent, hereafter called the 2nd defendant, claiming compensation for loss of employment arising from the official liquidation of their employer, the BSL. The endorsement on the writ of summons reads: 'The plaintiffs claim against the defendants jointly and severally is for uniform adequate compensation in the form of ex-gratia award and/or end-of service benefits, and/or work entitlements'.

The case pleaded by the plaintiffs was that they served in various capacities whilst in the employment of the BSL. That the BSL having been divested, they as ex-employees were entitled to be compensated in line with existing practice. However, nothing was paid to the plaintiffs, notwithstanding all their efforts to be paid their due entitlements. All appeals to the Government yielded no results, despite assurances given to them by some state officials.

The 2nd defendant whilst denying that the plaintiffs have any case against it, pleaded that any such claim was statute-barred. The 2nd defendant averred that payment of compensation is a matter of law or deducible from a collective bargaining agreement or contract but the statement of claim has not provided any basis for the claim and it's thus unmaintainable.

The 1st defendant averred that the BSL passed a special resolution under section 174 of the Companies Code, 1963 (Act 179) to wind up the company by way of an official liquidation in accordance with Part

1, section 2(1) of the Bodies Corporate (Official Liquidation) Act, 1963 (Act 180). They further averred that the Government could not be sued as it was just a shareholder of BSL and once official liquidation was commenced it was only the 2nd defendant that could be sued. That it was the duty of the liquidator to ensure that the creditors of the company were paid when the assets of the company had been realized. That the plaintiffs' petitions were responded to out of courtesy and these have no binding effect.

Evidence was led at the hearing. In a terse statement, the trial High Court judge entered what he described as judgment for the plaintiffs on 10th March 2009. This is the entire record of the judgment at page 163 of the record of appeal, called the record:

"*BY COURT: Judgment was entered in this case as follows:*

(a) Plaintiffs herein have been found to be ex-employees of the defunct Black Star Line Limited.

(b) Plaintiffs herein are to be paid adequate compensation in the form of ex-gratia award by 2nd defendant herein i.e. the Official Liquidator of Black Star Line Limited.

(c) Plaintiffs together with their Lawyer are to sit down with the Official Liquidator to determine how much is to be paid to each plaintiff in respect of the ex-gratia award as to the number of years each worker have (sic) served. This is to be done within (30) thirty days. I award plaintiffs cost of GH¢2000.00."

Clearly this could not pass for a judgment of a court which has taken evidence from witnesses. There was no evaluation of the facts, let alone for the court to make findings of fact. There was not a single reason given for the decision. In these circumstances one would have expected the first appellate court to have sent the record back to the trial High Court to make the appropriate findings of fact and give reason/s for its decision/s. The Court of Appeal rightly condemned this but decided to do what the trial court failed to do. It is believed the trial court which presents this kind of incomplete

judgment would be called upon to complete what it is required by law to do: to make findings of fact and enter judgment for a party on a balance of probabilities, and give reasons for the choices it makes. The findings of fact as well as the reasons given for the decision enable the party aggrieved or affected by the judgment to decide to appeal and on what grounds.

Nonetheless the 2nd defendant was able to appeal against the trial court's decision to the Court of Appeal on three grounds including the omnibus one that the judgment was against the weight of evidence. The Court of Appeal took the appeal and reviewed the entire evidence on record and allowed same in a well-reasoned judgment dated 15th November 2012, and set aside the decision of the High Court.

At the hearing before the trial court, the plaintiffs testified that they were employed in the service of the defunct BSL; that they enjoyed all benefits as employees including promotions and social security contributions. They normally set to sea voyage on BSL registered vessels. On each voyage they would report to the captain and upon their return they would be discharged and paid their entitlements. They would then have to wait until they were called to duty again; the period of waiting was indeterminate in each case. There was evidence that apart from the BSL some of the plaintiffs were able to work with other shipping lines or vessels that required their services. After reviewing all the evidence, oral as well as documentary, the Court of Appeal concluded, inter alia, that the plaintiffs were not employees of the BSL and that the documents they put in evidence did not constitute a contract of employment.

Dissatisfied with the judgment of the Court of Appeal, the plaintiffs have appealed to this court on the following grounds:

i. **The judgment of the Court of Appeal was against the weight of evidence and the court erred in failing to consider the surrounding circumstances which impelled the**

plaintiffs/respondents to come to court with only Exhibit 'A' and nothing further to prove their contract of employment with the erstwhile Black Star Line.

ii. **The Court of Appeal misdirected itself and ignored the fact that non-employees or casual workers are not promoted to higher rank as evidenced by the case of 1st plaintiff/respondent/appellant, Alexander Yaw Aboagye.**

iii. **The Court of Appeal misdirected itself and ignored the fact that non-employees or casual workers are not migrated into the Social Security Contribution by their employers in the teeth of the evidence of the 2nd plaintiff/respondent/appellant, Moses Essien's Certificate of Membership, Exhibit J.**

iv. **The Court of Appeal misdirected itself in holding that neither exhibit C and C1 as well as the previous exhibits discussed, i.e. exhibits A, B and H mature into a contract of employment of any of the plaintiffs with the defendant since against the backdrop of liquidation of their erstwhile company the plaintiffs could only come to court with what they could lay their hands on.**

It appears all the grounds of appeal could be taken under the omnibus ground that the judgment was against the weight of evidence. Counsel for the plaintiffs said the nature of a seaman's contract was different from other forms of contract. He referred to section 108 of the Ghana Shipping Act, 2003, (Act 645) and said the owner or master of every ship shall enter into an agreement with every Ghanaian seaman. The operative word, according to Counsel, is 'agreement', which in this context means a contract of employment. He went on to refer to section 112(1) of the Act and said the employer was not entitled to be given a copy of the agreement. He cited other provisions where the master was enjoined to post a copy of the agreement on the ship and also the employee was literally supposed to memorise the contents of an agreement. It was thus clear that the plaintiffs were not in a position to produce a copy

of the agreements since they were not entitled to be given copies. Counsel submitted that on the strength of the available evidence, oral as well as documentary, the plaintiffs were permanent employees of the BSL and not contract or casual workers as submitted by the defendants. Besides Act 645, Counsel for the plaintiffs also cited the Labour Act, 2003 (Act 651).

It is worthy of note that at the High Court as well as before the Court of Appeal, and even before this court, the plaintiffs relied on these two enactments, namely Act 645 and Act 651. The defendants reacted to the arguments founded on these two enactments without raising any question as to their applicability. The Court of Appeal equally relied on these enactments without question. If an Act of Parliament is not expressed to have retroactive effect, parties and the court have no right to apply it to the facts of a case when the events giving rise to the cause of action arose before the coming into force of the Act in question. In the instant case, the parties claimed to have been employed sometime in the 1980's; the BSL was liquidated in or about the year 1997. The enactments that the parties and the courts below relied upon were passed into law in 2003, long after the company had ceased to exist. By what legal principle were the provisions of these enactments applied to the facts of this case when the contracts they relied upon were allegedly entered into in the 1980's? How could these laws apply to a company which had ceased to exist when the enactments did not say so? These enactments clearly do not apply to this case. The result is that the courts below relied upon inapplicable laws. However, as an appellate court, this court has the opportunity to correct the errors committed by the courts below, as a result of misdirection by Counsel in the case.

Let us then set out the relevant laws before proceeding any further. It is noted that Counsel for the plaintiffs has consistently relied upon Act 645 and Act 651 because the plaintiffs, apart from being seafarers, were also regular employees of the BSL. In this dual

capacity, their employment would primarily be regulated by the labour laws applicable to all workmen in the country. And then in their capacity as seafarers their employment would also be regulated by the appropriate shipping laws peculiar to the kind of job that they were doing. Thus the Labour Decree, 1967 (N.L.C.D. 157), since repealed by Act 651 and the Merchant Shipping Act, 1963 (Act 183), since repealed by Act 645 were the applicable laws at all times material to this case. It is noted that at the time the BSL was set up in the early 1960's the Labour Ordinance, Cap 89, (1951 Rev. Vol III) as well as section 4 of the Statute of Frauds, 1677 were the applicable laws in force. But as at the date the plaintiffs were employed, the Labour Ordinance, Cap 89 and the Statute of Frauds, in so far as it related to contract of employment, were no longer the laws in force. Hence we would rely on NLCD 157 and Act 183 to determine the arguments and the facts in evidence, this being a rehearing.

The Merchant Shipping Act, Act 183 has these relevant provisions:

81 (1) The master of every ship except a ship of less than one hundred tons gross tonnage engaged exclusively on the coasts of Ghana, shall enter into an agreement in accordance with this Act with every seaman whom he carries to sea as just part of his crew from any port in Ghana.

81 (2) Any master of a ship who carries any seaman to sea without entering into an agreement with him in accordance with this Act commits an offence and shall be liable to a fine not exceeding five pounds.

82 (1) An agreement with a crew shall be in a form approved by the Minister and shall be dated at the time of the first signature thereof and shall be signed by the master before a seaman signs the same.

82 (2) The agreement shall contain as terms thereof the following particulars, that is to say,

(a) either,

(i) the nature and, as far as practicable, the duration of the intended voyage of engagement; or

(ii) the maximum period of the voyage or engagement and the places or parts of the world, if any, to which the voyage or engagement is not to extend;

(b) the number and description of the crew;

(c) the time each seaman is to be on board or to begin work;

(d) the capacity in which each seaman is to serve;

(e) the amount of wages to be paid to each seaman;

(f) a scale of provisions which are to be furnished to each seaman;

(g) any regulations as conduct on board and as to fines, or other lawful punishment which have been approved by the Minister as regulations proper to be adopted, and which the parties agree to adopt.

83. The following provisions shall apply to agreements executed in Ghana with a crew in the case of Ghanaian or Commonwealth foreign going ships and in the case of home trade ships of two hundred tons gross tonnage or more, that is to say,

(a) the shipping master shall cause the agreement to be read over and explained to each seaman or otherwise ascertain that each seaman understands the same before he signs it and shall attest each signature;

(b) when the crew is first engaged the agreement shall be signed in duplicate; one part shall be retained by the shipping master and the other shall be delivered to the master and shall contain places for the description and signatures of substitutes or persons engaged subsequently to the first engagement of the crew;

(d) an agreement may be made for a voyage or if the voyages of the ship average less than six months, may be made to extend over two or more voyages.

84 (1) A master shall, at the commencement of every voyage or engagement, cause a legible copy of the agreement with the crew,

omitting the signatures, to be posted up in some conspicuous part of the ship which is accessible to the crew.

90. In any legal or other proceedings a seaman may bring forward evidence to prove the contents of any agreement with the crew or otherwise to support his case, without producing or giving notice to produce the agreement or any copy thereof.

And the Labour Decree has these relevant provisions in section 11:

(1) Where a contract between an employer and a worker-

(a) is made for the employment of the worker for a period of not less than six months or for a number of working days equivalent to six months or upwards, or

(b) stipulates conditions of employment which differ materially from those customary in the district of employment for similar work, the contract shall be made in writing.

(2) Any contract made in contravention of sub-paragraph (1) of this paragraph, shall not be enforceable except during the maximum period permissible for contracts not made in writing, but each of the parties shall be entitled to have it drawn up in writing at any time prior to the expiry of the period for which it was made.

In a case where the plaintiffs claim to be entitled to some benefits as ex-employees of a liquidated company, they should spell out clearly their terms of employment as contained in their contract of employment and proceed to prove their entitlements under those terms of the contract, or under an existing statute. Thus the starting point of any discussion is whether or not the plaintiffs succeeded in proving the terms of their employment. They claimed to be permanent employees of the BSL, thus one would expect the terms of their employment to be embodied in a written contract. It is clear there was no such contract. So the plaintiffs resorted to various pieces of evidence from which they expected to conclude there was a contract of employment. As earlier pointed out, the trial court made no findings of fact; it was the Court of Appeal which did. We

therefore have to refer to the Court of Appeal's findings and decision on this critical question. The Court of Appeal evaluated all the evidence adduced, particularly the exhibits and concluded that they did not establish any contractual relationship between the parties.

The plaintiffs assume the burden of persuasion and of producing evidence in this case, as was rightly held by the Court of Appeal. From the record the plaintiffs were at various times engaged by the BSL on voyages with their ships. At the end of each voyage the plaintiffs were paid off and discharged. There was evidence that when not engaged in the service of the BSL, the plaintiffs worked with other shipping lines, as found by the court below. The court below concluded that the aggregation of the exhibits tendered did not constitute a contract whose terms could be identified with any degree of certainty. As permanent employees that the plaintiffs claimed they were, they were bound by law to produce a written agreement that spells out their terms of employment. This was the requirement in section 11 of the Labour Decree, supra, since repealed by Act 651. That provision was that any contract of employment for more than six months was to be in writing. Indeed that was the position of the common law, section 4 of the Statute of Frauds, 1677, 29 Chas, 2, c.3 which was applicable to this country as a statute of general application. Section 4 of the Statute of Frauds 1677 was made inapplicable by the Contracts Act, 1960 (Act 25), except in so far as it relates to a contract or sale of land, meaning that contracts of employment were still required to be made in writing by virtue of section 4 of the Statute of Frauds. The courts in this country have decided cases coming under various subjects under section 4 of the Statute of Frauds, but none that was found dealt with employment contract. But where applicable, the courts did not hesitate to rule that the contract was not enforceable for lack of writing. See these cases: BUOR v. KOJO (1962) 2 GLR 30; B.B.C. TRADING CO., LTD v. BASSIL (1963) 1 GLR 209; AKWEI v. AGYAPONG (1962) 1 GLR 277, ADDO v. GHANA CO-OPERATIVE MARKETING ASSOCIATION, LTD. (1962) 1 GLR 418.

Section 4 of the Statute of Frauds as pointed out earlier was kept alive by the Contracts Act, Act 25 in so far as it related to contracts and sale of land. And in relation to contract of employment it was re-enacted by paragraph 11 of the Labour Decree, NLCD 157. We found no case in which paragraph 11 of NLCD 157 was applied. It is thus legitimate to consider cases decided in England under section 4 of the Statute of Frauds on contract of employment, albeit for their persuasiveness.

In the case of BRACEGIRDLE v. HEALD (1818), 1 B. & Ald 722; 106 E.R. 266, a contract for a year's service which was not in writing was held to be caught by section 4 of the Statute of Frauds. It was held therefore that no action could be maintained on the agreement which was only verbal. In SNELLING v. HUNTINGFIELD (LORD) (1834) 1 Cr. M. & R. 20; 149 E.R. 976; parties entered into a year's contract and the plaintiff actually rendered the service. Nonetheless the court held that as the contract was for a year it was caught by the Statute. Another relevant case is BRETT v. PHILIPS (1858), 1 F. & F. 398. There a contract was made for a year's service, to commence from a future day and then so long as the parties should please, until three months' notice should be given on either side. The salary was yearly, but there was evidence that it had been paid at less, though uncertain, intervals. It was held that the contract was within the Statute and thus invalid for not being in writing. There is also the case of JAMES v THOMAS H. KENT & CO, LTD., (1950) 2 All E.R. 1099; (1951) 1 K.B. 551. In that case a company was incorporated on 4 June 1946, and in the minutes of a meeting of the company held on 17 June 1946, it was stated: "First directors. The appointments of Messrs Kent & James as first directors of the company were approved subject to a three year contract with the company at salaries of £1020 and £420 *per annum* respectively." At a directors' meeting the same day it was resolved to request the company's solicitor to prepare service agreements for a minimum period of three years for the first named directors, Kent and James. The agreements were never in fact prepared. Two years later on 22

December 1948 James was summarily dismissed, and he claimed the amount of his salary for the remainder of his three years term of office. The company pleaded the Statute of Frauds for lack of any writing to support the agreement. It was held that:

(1) If there was an oral contract of employment for three years the minute of 17 June 1946 did not constitute a sufficient memorandum of it for the purposes of section 4 of the Statute of Frauds, because there was no indication in the minute of the general nature of the duties which James had to perform and therefore the contract was unenforceable.

(2) On the construction of the minutes, the parties had agreed subject to a formal contract, and as the formal contract was not drawn up, there was no contract for three years, there was only a contract of employment for an unspecified period.

Thus any contract of employment for more than six months which was not in writing was unenforceable. The 2nd plaintiff said in cross-examination that the seamen were not given letters of appointment, only the office staff had such letters. In the absence of any such letter of appointment it was difficult for the plaintiffs to prove that they were permanent employees of the BSL, which in the context of section 11 of NLCD 157 meant employment of more than six months.

It appears the plaintiffs construed their role as seamen on BSL ships to mean permanent employment with the BSL. That is clearly fallacious. The 1st plaintiff admitted under cross-examination that each engagement terminated with a discharge upon a return from voyage to sea. The plaintiffs could have made a case if they had complied with existing law and obtained a written contract of employment, which paragraph 11(2) of NLCD 157 permitted them to secure at any time during the period that the contract lasted. Thus those who claimed to have been employed for twelve years had that length of time to secure a written contract. The fact that they could not get one was evidence that they were not entitled to that. Why would the BSL issue written letters of appointment to some staff and

not to others? The only reasonable explanation was that the BSL gave letters of appointment to their employees on their pay roll, but not others like the plaintiffs who were employed on contract from time to time. It is hard to explain why the plaintiffs never got letters of appointment for the over ten years that they worked for the BSL if they were truly employees. It is harder still to accept that they would work for that length of time without appointment letters when they belonged to the National Union of Seamen, an affiliate of the Trades Union Congress which is there to support and fight for the rights of its members. It is unbelievable to think that the Trades Union Congress of Ghana would look on unconcerned whilst their members were denied a basic right like an appointment letter for persons who had worked for over ten years.

On their own showing, the plaintiffs were only engaged as seamen on specific voyages and after that they were discharged. The pieces of documents they had were the discharge book, ID card, promotion letters and social security cards. All these put together do not constitute a valid employment contract which must necessarily contain the parties, the duration of the contract, wages or salaries, terms of cessation and other related matters. The evidence points conclusively that they were not permanent employees. Indeed they became employees only for the duration that they were engaged on a particular voyage. And for the purpose of a voyage the employer would decide to give positions to the seamen to ensure appropriate hierarchical order. The law requires the owner to state the capacity of the crew men and clearly spell out their respective jobs. Thus for this purpose it was normal to upgrade a crew man who had performed well on previous voyage to take a greater responsibility in future voyages. Notwithstanding any such promotion, it did not entitle the plaintiffs to regular employee status because they still had to wait to be contracted for a voyage before they would enter into the service of the BSL again. An agreement would be signed under Act 183 limited to specific voyage or series of voyages only. None of these agreements or series of them under Act 183 could ripen into a

permanent employment. The Act is very clear in its language that is why an agreement was executable in respect of every voyage regardless of who the ship owner might be. Hence what the 1st plaintiff spoke of as a promotion letter exhibit C was in fact a recommendation made by the BSL to the The Executive Secretary of G.S.E.W.B., Accra to approve of it following his service on board BSL vessel Tano River. The BSL was an autonomous body which could hire and promote staff without recourse to any other external body. Why would the BSL make a recommendation to another body to approve the promotion of its staff if indeed they were in their full-time employment. The reasonable inference was that as seafarers could work for any other ship owner as they were regulated by an external body, presently the Ghana Maritime Authority. The Registrar of Seafarers has a responsibility to register all seafarers. So as counsel for the plaintiffs rightly submitted the nature of contracts for seafarers was different from other contracts. The promotion, if approved, would then be applied on the next voyage if he was lucky to be called up to duty again.

The plaintiffs also relied on ID card issued to each of them by the BSL, a copy of which was tendered in evidence by the 1st plaintiff. He is described as a deep sea farer. Certainly as a person employed to work on their vessel it was normal for the BSL to issue him with an ID card, for how else would the port security identify him and allow him to enter the port let alone the vessel? A seafarer has his contract ingrained in Act 183 which is a contract from to time as the need arose. The ID card was not evidence of permanent employment.

Let us explain the discharge card. That was the card which the law enjoins the master to issue to a every seafarer upon his return from his first voyage, and after that to make the appropriate entries therein following every voyage. It's a kind of record that shows how many voyages a seaman has undertaken and on what vessels, which route and for what duration. It does not state the status of the seaman with any particular company or ship owner. Every voyage

attracts just one entry regardless of which vessel you sailed on or which ship owner you sailed for. The discharge book is the closest indication yet of what the terms of agreement were as detailed in section 82(2) of Act 183. The most significant omission is the amount of wages that the seafarer earned or would earn on each voyage. Thus in all other respects the terms of the agreement could be found in a discharge book copies of which were tendered as exhibits A and H. Counsel for the plaintiffs bemoaned the fact that the employees were not given copies of the agreement and were required in any proceedings to recount the terms of the agreement from memory. Much as we share in counsel's grief, there is nothing we can do to salvage their case. They placed themselves in this state of helplessness, for at least they could have used their trade union to fight their cause if indeed they were employees who had been denied letters of appointment, knowing full well that the contracts they entered into with the ship masters on each voyage did not constitute permanent employment contract. Rather unfortunate to recall, similar provisions have been re-enacted in Act 645 such that even now seafarers are not entitled to be given copies of agreement they sign with shipmasters. The lawmakers may take another look at these provisions which clearly work injustice where one contracting party is denied the right to a copy of an agreement he has executed and is required by law to recount its terms from memory. Such a party is placed at a disadvantage in the event of a dispute.

The last document they relied on to prove their status as employees was the social security card. The 2nd plaintiff tendered his social security Certificate of Membership, exhibit J. In respect of the provision of social security, this is a requirement of the law that once an employer engages an employee for a period exceeding one month, the latter must be registered with the SSNIT else the employer would be penalized. Thus even if the plaintiffs were engaged for three months to go to sea, the BSL was obliged by law to register them with the Trust. The evidence does not show that the BSL paid their social security contributions for the entire period that

they claimed to have worked for them. The probative value of the social security card was negative in the absence of evidence that the BSL was paying the monthly contributions of each of the plaintiffs for all these years. The Court of Appeal was therefore justified when it concluded that these exhibits did not constitute a contract of employment. For when read as a whole you do not get the terms of employment as permanent employees, for vital elements of such a contract are missing including duration, wages or salaries, termination et cetera. In the absence of written contract, the best evidence available to the plaintiffs, if indeed there was such evidence, was for them to have produced records of monthly salaries that they were receiving from the BSL, either pay slips or bank deposits. Or they were working without being paid!

To recap, the evidence confirmed that the BSL only engaged their services as and when needed. After each engagement they were discharged and paid off. That explains why for more than ten years before the BSL was liquidated the 1st and 2nd plaintiffs, for instance, did no work for the BSL and got no remuneration or benefits as a result. The 1st plaintiff's last engagement was on 04 November 1985 and was discharged on 30 September 1986, whilst the 2nd plaintiff was last engaged on 21 July 1982 and was discharged on 05 September 1984, eleven and thirteen years respectively prior to the liquidation of the BSL. If they were employees one would ask: why were they not paid any emoluments whilst they remained disengaged from their employers? That explains why they were entitled to work with other shipping lines, without attracting any form of reprimand from BSL. The 1st plaintiff admitted he worked with another shipping line even whilst he claimed he was in the employment of the BSL. The truth of the matter was that these seamen were available for any shipping line that needed their services to fall upon. That explains why some of the plaintiffs were able to work for other shipping lines at a time they claimed to be in the full employment of the BSL. The only logical conclusion to be drawn from all these is that they were not under any bond or obligation to work for only the BSL, they were

at liberty to sail with other vessels. In these circumstances the court below was justified in rejecting the plaintiffs' claim to be employees.

In the result we find no merit in the appeal which we accordingly dismiss.

(SGD) A. A. BENIN
JUSTICE OF THE SUPREME COURT

(SGD) W. A. ATUGUBA
JUSTICE OF THE SUPREME COURT

(SGD) J. ANSAH
JUSTICE OF THE SUPREME COURT

(SGD) P. BAFFOE - BONNIE
JUSTICE OF THE SUPREM COURT

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