IN THE SUPERIOR COURT OF JUDICATURE
IN THE SUPREME COURT
ACCRA, A.D.2017

CORAM: ADINYIRA, JSC (PRESIDING)
YEBOAH, JSC
GBADEGBE, JSC
AKOTO-BAMFO, JSC
BENIN, JSC

CIVIL APPEAL
NO. J4/28/2015

29TH NOVEMBER, 2017

1. JOHN TENMOTTEY AFFUAH

2. CHARLES OKPATTAH …… PLAINTIFFS/APPELLANTS/RESPONDENTS

VRS

GENERAL DEVELOPMENTS COMPANY LIMITED …… DEFENDANT/RESPONDENT/ RESPONDENT

JUDGMENT

BENIN, JSC:-

The core issue raised in this appeal is this: in what circumstances, if at all, will an unexecuted document give rise to legal consequences? The parties herein are disputing over a document which purports to embody the terms and conditions of their employment relationship. Whereas the plaintiffs/appellants/respondents, called the plaintiffs, are saying that the document contains a binding contract, the defendant/respondent/appellant, called the defendant, says otherwise. The plaintiffs

were the employees of the defendant for periods of over twenty-five and five years respectively. Upon the termination of their appointments for reasons which are not in dispute, the defendant calculated and paid the plaintiffs various sums of money which it considered to be their just recompense. The plaintiffs signed relevant papers and received the benefits. But soon thereafter they caused their Solicitors to write to the defendant to complain about the amounts awarded them which they believed were inadequate, in the light of the terminal benefits stated in the document containing their terms of employment. The defendant insisted that the said document was not executed by both parties and was not therefore legally operational as to be enforceable.

As a result of this misunderstanding between the parties, the plaintiffs brought an action before the High Court seeking this relief: "An order compelling the defendant to pay in full all entitlements/benefits due to plaintiffs' cessation to be in defendant's employment as in terms of the Conditions of Service for Senior Staff of the defendant company."

At the trial court, a copy of the document titled 'CONDITIONS OF SERVICE FOR SENIOR STAFF-GDC LIMITED. REVIEWED 1ST AUGUST 1988', was admitted in evidence as exhibit F. On the signature page, it is clear there is no signature. Based on this, the High Court rejected it as not constituting a contract and held that they were entitled to be paid under section 18 of the Labour Act, 2003 (Act 651). On appeal to the Court of Appeal, their Lordships went beyond the bare document and considered all the evidence on record, especially actions taken by the parties in giving effect to the document, and came to the conclusion that exhibit F was in force, it was binding on the parties and therefore enforceable as a contractual document. The defendant has appealed to this court against the decision of the Court of Appeal on these grounds:

1. That the judgment is against the weight of evidence.
2. That the Court of Appeal, Cape Coast failed to consider the case of the Respondent

3. That the Court of Appeal, Cape Coast erred when it held that the trial judge did not properly appreciate the import of a conclusive presumption
4. That the Court of Appeal, Cape Coast failed to appreciate that by signing Exhibits B and D the Plaintiffs/Appellants/Respondents were estopped from asserting otherwise.
5. That the Court of Appeal, Cape Coast confused the effect of a written but unsigned contract with an oral or verbal contract.
6. That the judgment of the Court of Appeal, Cape Coast is wrong in law.

All the grounds of appeal will be considered together, as they all boil down to a resolution of the existence or not of exhibit F, and if it exists whether it is legally enforceable. Certain ancillary issues will be resolved in the process. In arguing grounds 1 and 2 together, Counsel for the defendant was of the view that the evidence on record did not support the existence of exhibit F. But there was sufficient evidence on record to confirm the existence of this document to the knowledge of the defendant. The plaintiffs claimed they got exhibit F, being a copy of the original document, from the defendant's own Personnel Manager called Mr. Essien. The former Personnel Manager Rev. Turkson testified that the document was in the custody of the Personnel Office. They led evidence to show that the defendant made some payments under this document, notably a funeral grant captured in exhibit C, which defendant did not disown. It was not prudent for counsel to deny the existence of exhibit F when his client, the defendant does not deny that. What they deny, per the Deputy Managing Director, Mr. Darko, under cross-examination, was the existence of an executed contract containing the conditions of service of senior staff. According to him they only made reference to it from time to time on compassionate grounds, on a case by case basis. The finding by the Court of Appeal on this issue cannot therefore be faulted.

The next factual issue is the effective date of exhibit F. The defendant contends that it bears no date and therefore was not effective as a contract. The Court of Appeal found that on the face of the document it was expressed to come into force on 1st August 1988. The plaintiffs' case was that the parties had managed their relationship on the

strength of this document ever since it came into force on the date it bears. The 2nd plaintiff was appointed by letter dated 12th June 2003, tendered in evidence as exhibit A. In the said letter of appointment, the defendant states some conditions of service, including his salary, but states that his "other service conditions shall be stated in the existing Senior Staff Conditions of Service." But according to the plaintiffs, the only existing Senior Staff Conditions of Service was exhibit F. And the defendant could have rebutted this evidence by producing what they referred to in exhibit A as the "existing Senior Staff Conditions of Service" if one did indeed exist. In the face of the serious conflict over this question, the defendant would have produced the senior staff conditions of service if one was in existence besides, exhibit F. They did not produce any because there was none. The Court of Appeal's finding on this is thus justified.

The next material piece of evidence is exhibit C, dated 20th May 2007 wherein the defendant paid funeral grant to the 1st plaintiff when he lost his wife. The defendant admitted this payment, and it was based on clause 28(d) of the Senior Staff Conditions of Service contained in exhibit F. It was signed for the defendant by its Administrative Manager. There was credible evidence on record that this document had all along been in the custody of the Personnel Office. If the Personnel Officer and Administrative Manager did not know what the service conditions of staff were, we wonder who else in the organization would know better. And if what the Administrative Manager ordered to be paid was not authorized by the staff conditions of service, the accounts and the audit departments would reasonably be expected to have rejected the proposal by the Administrative Manager. The fact that the payments were effected goes to confirm the plaintiffs' position that the parties were operating under exhibit F and the said clause 28 of exhibit F justified the payment effected under exhibit C. Exhibits A and C and the defendant's conduct in acting on it, albeit for compassionate reasons, go to confirm that the date 1st August 1988 placed on exhibit F was the effective date the said document came into effect. The Court of Appeal was thus justified in finding that all the terms of a valid contract were present in exhibit F, with the exception of signature of the parties thereto.

The only outstanding issue is the Court of Appeal's decision that exhibit F constituted a valid contract between the parties, despite the fact that it was not executed by either of them. As earlier mentioned, the court came to that conclusion based on the facts and circumstances in evidence.

Before delving into the core issue, let us discuss some points raised by counsel for the defendant in the statement of case. In respect of Grounds 3 and 4 of the Grounds of Appeal, he cited section 26 of the Evidence Act, 1975 (NRCD 323) and said by accepting and signing for the terminal benefits, the plaintiffs were estopped by conduct from going back on their word. Counsel "submitted that the Respondents having signed exhibits B and D……as their full payment and entitlements are estopped from asserting otherwise. The Court of Appeal whilst acknowledging the applicability of section 26 of…….Act 323 held that the trial judge's conclusion is wrong in law……..Your Lordships, it is rather the Court of Appeal's decision which is wrong in law……..as section 26 raises a conclusive presumption as held rightfully by the trial court and not a rebuttable presumption…..."

Counsel proceeded to state the reasons for his submission in these words: "……once a person's conduct makes another to believe a thing to be true and acts upon such belief, the truth of that thing shall be conclusively presumed against him from asserting otherwise.

Having signed exhibits B and D as final entitlements the respondents are conclusively presumed to have accepted that as their full entitlement and have also made appellant company to believe in that fact.

If the respondents knew there was some Conditions of Service which should form the basis of their entitlements, why did they not object to same but went ahead to sign to same and accepted the said entitlements.....

It is submitted that the exhibits B and D are conclusive evidence of the full entitlements of the plaintiffs/respondents when they have signed same and cannot be corrected by any evidence."

Section 26 of Act 323 provides that:

Except as otherwise provided by law, including a rule of equity, when a party has, by his own statement, act or omission, intentionally and deliberately caused or permitted another person to believe a thing to be true and to act upon such belief, the truth of that thing shall be conclusively presumed against that party or his successors in interest.

Counsel is saying that the plaintiffs should not have signed exhibits B and D for their terminal benefits if they believed they did not represent their full benefits. And once they have signed them, they are estopped from asking for more benefits having led the defendant to believe that they had been fully paid. This argument is untenable, for the reason that the terminal benefits were not calculated by the plaintiffs. It is the defendant who did that. And for a person who had ceased to be employed, it is reasonable for them to accept what was offered by the defendant in the first place, without prejudice to demanding extra payment if they later found they had been short-changed. That is the prevailing practice in labour and industry. Hence in the Valco workers case, cited below, the workers had all signed and received final benefits upon redundancy, but when they realized they were not fully paid in accordance with the prevailing conditions of service, they went to court and succeeded. The Supreme Court ordered that they should be paid their full benefits, less what they had already received. Therefore where the employment was not lawfully terminated, the employee was entitled to receive his full benefits under the employment contract or statute, whichever was applicable. The same principle applies in cases of lawful termination also. If the employer prepares a document paying him what he is entitled to and the employee signs for it, the employer cannot claim estoppel against him, because receipt of part-payment in total satisfaction must be made knowingly by the party with full knowledge of the consequences. There must be mutual understanding before or at the time of signing for the package offered by the employer. The burden of persuasion rets with the employer, but he failed to discharge same.

More importantly, the defendant was duty bound to calculate the full benefits applying the material provisions in exhibit F before calling upon the plaintiffs to sign. If the defendant did the wrong calculation, it cannot invoke in aid estoppel by conduct against

the plaintiffs. Section 26 of Act 323 does not apply as the plaintiffs by signing exhibits B and D did not state they were abandoning any other claim they had against the defendant. Exhibits B and D would be construed as final entitlement and full-payment only if the calculation was based on the terms of the conditions of service. Being the author of exhibits B and D, it was rather the defendant who had misrepresented to the plaintiffs that the benefits had been properly calculated in terms of their conditions of service. Estoppel would not arise when the facts giving rise thereto were deliberately induced by the person seeking to rely on it, or was the result of a mistake or misrepresentation. It would be unreasonable to allow defendant to profit from such misrepresentation, which was deliberate since they had refused to calculate the terminal benefits applying the provisions in exhibit F.

Next, counsel for the defendant made reference to exhibits 1 to 3 series being copies of resignation letters and/or acceptance of resignation of members of staff between 2000 and 2001 and said none of them was referable to exhibit F. Counsel referred to the fact that when the second plaintiff resigned from his post at the defendant company in the year 2000, he did not claim any benefit under exhibit F and this was a clear indication that exhibit F did not exist. The same reasoning goes for Reverend Emmanuel Turkson (PW1) who was also not paid terminal benefits under exhibit F when he left the job in 2001. It is difficult to appreciate this kind of reasoning. If PW1 and the second plaintiff in the past did not insist on their rights, does it follow that it was because exhibit F was non-existent? That is a perfect non sequitur, for the evidence on record shows it was all the time in the custody of the Personnel Office. And if in the past the second plaintiff did not act on his rights under exhibit F, nothing prevents him from doing so this time around. Moreover if other members of staff did not insist on their rights it is no bar against the first plaintiff; there are persons who are prepared to forego their rights no matter what the circumstances are, but such forbearance cannot be relied upon as a defence in action brought by other members of staff against the company. Those exhibits have no probative value in the light of the issues raised in this matter. The Court of Appeal therefore rightly ignored them, even though it would have been better for them to have commented on them.

Thirdly counsel made this argument: "It is also noteworthy that whilst the 2nd respondent indicated that his appointment was terminated under exhibit F, the said Letter of Termination was never tendered to let the Court of Appeal come to the conclusion it came to……Neither did the 1st respondent also tender his resignation letter which showed that it was referable or pursuant to exhibit F.

It is trite law that in cases of this nature there is the need to tender the termination or resignation letter which the respondents claim is contrary to the alleged Conditions of Service to warrant the payment of the full entitlements based on the termination and resignation. Without any evidence of the said resignation and termination letter referable to exhibit F, the Court of Appeal with all due respect erred in coming to the conclusion it came to in relation to the respondents."

With all due respect to learned counsel, he drew wrong inferences from the proven evidence. The second plaintiff had testified that he was issued with an appointment letter exhibit A by the defendant before he started work. In the said exhibit A it was stated that part of his terms of appointment were contained in an existing Conditions of Service for Senior Staff. These are undisputed facts. His further testimony, supported by other evidence on record, was that as at the time of his appointment up to the end of his tenure the only document containing the Conditions of Service was exhibit F; in his testimony he stated his resignation was based on exhibit F. Even without him stating this, it was only a logical deduction from the evidence that his resignation could only have been made under the existing Conditions of Service, exhibit F, which was in force all through his tenure. Therefore the failure to tender the resignation letter did not in any way diminish his credibility and the reliability of the plaintiffs' case. These were the main points in counsels' submissions, besides the fact that the Court of Appeal relied on the unsigned document, exhibit F. The focus then will be shifted to that exhibit F and its effect on this case.

It would have been desirable for the Court of Appeal to have stated the principle of law upon which it arrived at its decision to enforce the terms of exhibit F even in the absence of due execution. English common law has always recognized the principle that the signature of the parties to an agreement is not a prerequisite to the presence or

existence of contractual relations. It has been established in a long line of cases and by text writers that the conduct of the parties could be indicative of acceptance of the contract and an intention to be bound by it, even if not formally executed. But such acts as would constitute acceptance by conduct must be clear, unambiguous and unequivocal. An objective test is applied, which the authors of The Law of Contract, published by Lexis Nexis, Fourth Edition, at paragraph 2.225; page 527 explain to mean "whether a reasonable person in the position of the offeror would think that the offeree was by his conduct intending to accept the offer." The same principle is put in another way by the authors of The English and Empire Digest, Replacement Volume 12, 1973 Reissue, paragraph 277 at page 87 in these words:

"If a person to whom an offer is made so conducts himself that a reasonable man would believe that he is accepting that offer and the offeror acts upon that belief the offeree will be held to have accepted the offer and therefore, to have contracted on the terms proposed."

A classic example of acceptance by conduct is provided by the case of BROGDEN v. METROPOLITAN RAILWAY COMPANY (1877) 2 App. Cas 666 HL. The facts of the case were as follows. For some time Brogden had been supplying coal to the Railway Company. The parties decided to enter into a formal contract. The parties therefore began negotiating an agreement for the supply of coal on a 'requirement' basis at a fixed rate or price for twelve-month duration. The company sent a draft agreement to Brogden who inserted further provisions, signed it and posted it back to the company. The company did not formally execute the contract, neither did it communicate acceptance of the terms inserted by Brogden. They just put it away in a drawer. However, the parties proceeded to order and supply coal which was delivered and paid for in terms as contained in the draft contract document. A dispute arose and Brogden sought to say there was no contract. The House of Lords whilst recognizing that the company had not communicated any acceptance to Brogden, and also the agreement was still a draft which had not been executed by the company, nevertheless held there was a binding contract based on the order and supply of coal.. It is significant to understand the underlying reason for this decision, as the parties had acted on the

basis that there was a binding contract between them.

Relying on the decision in FREEMAN V. COOKE (1843-60) All E. R. Rep. 185; 154 E. R. 652, Blackburn J. rehashed the principle thus:

"If, whatever a man's real intention may be, he so conducts himself that a reasonable man would believe that he was assenting to the terms proposed by the other party, and that other party upon that belief enters into the contract with him, the man thus conducting himself would be equally bound as if he had intended to agree to the other party's terms." That was in the case of SMITH V. HUGHES (1871), L. R. 6 Q. B. 597; (1861-73) All E. R. Rep. 632.

This principle has been consistently applied in appropriate cases. One of the recent cases in which it was invoked was the case of REVEILLE INDEPENDENT LLC V. ANOTECH INTERNATIONAL (UK) LTD. (2015) EWHC 726 (Comm), where it was decided that the conduct of the parties amounted to a waiver of the requirements of acceptance and communication of the acceptance. In that case the plaintiff had entered into what was described as a 'deal memorandum' with the defendant, whereby the plaintiff would license to the defendant certain intellectual property rights and promote the defendant's products in its television series. The deal memorandum was expressly stated not to be binding until it was signed by both parties and it was intended to be replaced by a long term agreement which was never concluded as negotiations broke down. On these facts the defendant claimed that it was not bound by the terms of the deal memorandum, on grounds, inter alia, that the plaintiff had not signed the document and therefore had not accepted its terms. The question for the court's determination was whether the plaintiff's conduct was sufficient to amount to a waiver of the requirement for signature and whether acceptance by conduct had occurred and been communicated to the defendant. On the facts the court found that the plaintiff had waived the requirements by integrating the defendant's products into their television episodes as required in the deal memorandum and had given the defendant the right to use of the intellectual property rights. The defendant had also marketed its products by using the intellectual property rights licensed by the plaintiff.

The court held that the acts carried out by both parties were significant enough to go

beyond any reasonable steps taken in anticipation of an agreement being reached and were clear evidence of the plaintiff's acceptance and communication of this to the defendant. Since the terms of the deal memorandum had been carried out, this demonstrated an acknowledgment by both parties that they were contractually bound, the court concluded.

The decision was appealed against to the English Court of Appeal whose decision is reported under the same title in (2016) EWCA Civ. 443. The appellate court affirmed the trial court's decision. The following important points were highlighted in the decision:

a. Offer may be accepted by conduct where that conduct evidences, on an objective analysis, a clear and unequivocal intention to accept the terms of the offer.

b. It is possible to accept an offer on terms set out in a draft agreement that is never actually signed.

c. If a party has a right to sign a contract before being bound, it is open to him to waive that requirement and conclude the contract without insisting on signature.

d. Subsequent conduct of the parties is admissible to prove the existence of a contract and its terms.

In the light of these principles, the Court of Appeal was right in dismissing the trial court's conclusion that exhibit F was not binding simply because it was not signed by the parties. The defendant's case was that the document was an offer made by the workers to the management of the defendant company which they did not accept. However, the evidence on record clearly did not support the defendant's stand. The defendant had made reference to an existing Conditions of Service for Senior Staff in exhibit A, the second plaintiff's letter of appointment. The evidence established that the only document containing the conditions of service was exhibit F, which was in the custody of the defendant's Personnel Office. The second plaintiff had accepted the appointment believing that most of the terms of his engagement were contained in an existing document, and according to his evidence exhibit F was the only available document containing the conditions of service whilst at post. So was the defendant deceiving the second plaintiff when they issued him the letter of appointment? In the

absence of exhibit F, there was no other document detailing the service conditions mentioned in the letter of appointment, exhibit A. The fact that the defendant was referring to exhibit F and no other contractual document was subsequently confirmed by exhibit C. By this exhibit the defendant made reference to clause 28(d) of exhibit F as the basis for paying the first plaintiff funeral grant on the demise of his wife. These pieces of evidence demonstrate a clear and unequivocal acceptance of the terms of exhibit F. At the time of making payment of the funeral grant to the second plaintiff, the defendant did not enter any reservation nor did they say they were paying it on compassionate grounds. Mr. Darko admitted under cross examination that the defendant paid the funeral grant to the first plaintiff under clause 28 of exhibit F. Exhibit C speaks for itself as it makes reference to the relevant clause of exhibit F. The parties by their conduct had exhibited an intention to be bound by the terms of the draft or proposed contract, contained in exhibit F. The workers were entitled to negotiate a collective bargaining agreement with their employer under the existing Labour law of this country. But with the defendant implementing the terms of exhibit F, it was reasonable for them to think that such a contract was in force, albeit unsigned. The former Personnel Manager of the defendant company, called Rev. Turkson, who tendered exhibit F said during his tenure the senior staff were regulated by exhibit F which at all material times was in the custody of the Personnel Office. He said the former Personnel Manager Andy Mensah was paid his terminal benefits based on exhibit F. But he himself was not paid terminal benefits on these conditions but he took no action. The fact that he did not take any action to recover his benefits under exhibit F does not detract from the relevance of his testimony, which was to the effect that exhibit F did exist and was in the custody of the defendant and that senior staff were required to be paid under its terms. We hold the view that the parties' reliance on, and implementation of, provisions of exhibit F constitute clear and unequivocal acts of acceptance and communication of acceptance of the contract.

The defendant sought to downplay their reliance on exhibit F to pay some benefits to the staff saying they were done on compassionate grounds on a case by case basis. Assuming but without admitting this practice to be true, it would still not entitle the

defendant to resile from that practice when they had led the workers to believe that they were entitled to the benefits stated in exhibit F, and they had actually enjoyed them.

Even though the facts of this case and those in the Valco workers case are not on all fours, there is a striking element in that case which we cannot gloss over. The Valco workers case is reported as NARTEY-TOKOLI and Others v. VOLTA ALUMINIUM CO LTD (No. 2) (1989-90) 2 GLR 341 SC. There was in existence an executed document which contained all the terms of engagement between the workers and Valco. On humanitarian grounds, Valco also gave the workers certain benefits which were referred to as gentleman's agreement since they were not negotiated and agreed upon by the parties, but were unilaterally granted by Valco. Following a dispute, the workers brought an action against Valco and claimed payment of their benefits, including the packages or benefits referred to as gentleman's agreement. The trial High Court rejected the claim founded on the gentleman's agreement, which decision was affirmed by the Court of Appeal. When the matter finally landed at the Supreme Court the point concerning the gentleman's agreement was strenuously argued.. The majority of the Court held the view that it was enforceable. The reasoning is simple: once the workers were made to enjoy those benefits, they had become part of their entitlements. Employers offer all kinds of incentive packages to motivate existing staff to produce more or to retain the services of staff or even to attract new personnel. And once such incentives have been introduced they cannot be withdrawn without a mutual understanding. Applying the underlying reasoning in that case to the instant, even if the defendant unilaterally paid funeral grant to the first plaintiff and terminal benefits to Andy Mensah and made terms in existing conditions of service part of second plaintiff's employment contract, they had become part of the service conditions which all other senior staff were entitled to enjoy. It would be unjust to deny others, for that would be plainly discriminatory and such discriminatory practices do not encourage industrial harmony.

Be that as it may there is sufficient evidence, as already explained, to support the Court of Appeal's decision that exhibit F was binding on the parties. The only legitimate

inference to be drawn from the accepted facts is that there was willingness on the part of the parties to be bound, and once the document embodying the terms of the contract was accepted, it was not afterwards competent to repudiate it.

For the foregoing reasons, we dismiss the appeal. We have decided to vary the orders of the court below as we hold that the plaintiffs were entitled to be paid under the terms of exhibit F. The plaintiffs pleaded in paragraph 6 of their statement of claim filed on 23rd January 2009 that they worked with the defendant company for over twenty-five (25) and five (5) years respectively. This averment was admitted by the defendant in paragraph 2 of its amended statement of defence filed on 5th March 2009. The plaintiffs also pleaded they were receiving basic monthly salary of GH₵231.42 and GH₵264.87 respectively, which averment was also admitted by the defendant. End of service benefits are stated in Clause 25 of exhibit F. Both plaintiffs did not retire from service, neither were they terminated summarily, they left voluntarily and their departure was accepted by the defendant. So they were both entitled to be paid under clause 25 (b)(i)(ii)and (iii). They were also entitled to be paid under Clause 25(d)(ii) and (iii), applicable to the second and first plaintiffs respectively. Consequently, the first plaintiff is adjudged to recover the following:

i. Travelling allowance to his home town, if not already paid.

ii. Gratuity at the rate of three months basic pay for each completed year of service, that is (GH₵231.42 x 3 months x 25 years), totaling GH₵17, 356.50.

iii. End-of-service benefit at the rate of six months basic pay for each completed year of service (GH₵231.42 x 6 months x 25 years) totaling GH₵34,713.00

For the second plaintiff, he is adjudged to recover the following:

i. Travelling allowance to his home town, if not already paid.

ii. Gratuity at the rate of three months basic pay for each completed year of service, that is (GH₵264.87 x 3 months x 5 years, totaling GH₵3,973.05)

iii. End-of-service benefits at the rate of 2 months basic salary for each completed year of service, that is (GH₵264.87 x 2 months x 5 years), totaling GH₵2,648.70

On 17th November 2008 the plaintiffs caused their Solicitors to write a letter of demand,

exhibit E, to the defendant to pay them their benefits in accordance with exhibit F but the defendant did not oblige. The plaintiffs are entitled to interest at the current bank rate on the amounts found due above from the date of demand 17 November 2008 to date of final payment. The interest should be calculated after the sum of money already paid to each plaintiff has been deducted from the total sums found to be due to each plaintiff in this judgment.

The defendant has put the plaintiffs through unnecessary and avoidable expenses and should therefore be mulcted in heavy costs.

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

S. O. A. ADINYIRA (MRS)
(JUSTICE OF THE SUPREME COURT)

ANIN YEBOAH
(JUSTICE OF THE SUPREME COURT)

N. S. GBADEGBE
(JUSTICE OF THE SUPREME COURT)

V. AKOTO-BAMFO (MRS)
(JUSTICE OF THE SUPREME COURT)

COUNSEL

EMMANUEL BECKLEY FOR THE PLAINTIFFS/APPELLANTS/RESPONDENTS.

TERRY MORKEH FOR THE DEFENDANT/RESPONDENT/RESPONDENT.