IN THE SUPERIOR COURT OF JUDICATURE
IN THE SUPREME COURT
ACCRA, A.D.2011

CORAM: DATE-BAH JSC (PRESIDING)
DOTSE JSC
YEBOAH JSC
ARYEETEY JSC
AKOTO-BAMFO (MRS) JSC

CIVIL APPEAL
SUIT NO: J4/48/2010

DATE: 30th MARCH, 2011

FELIX YAW BANI

VRS

MAERSK GHANA LIMITED

J U D G M E N T

DR DATE-BAH, JSC:

The Facts;

The plaintiff was the defendant company's Inland Container Depot (or "ICD") officer stationed at Kumasi. He was in charge of the defendant's inland container depot there. By a letter of September 19, 2006, the defendant terminated the plaintiff's appointment. The letter based the justification for this action on the findings made by a subcommittee set up by the defendant to inquire into the matter. The subcommittee had made the finding that the plaintiff had failed to exercise the required supervision over the Kumasi depot by allowing an

unauthorized third party truck to be brought into the depot, contrary to company policy. The letter stated that the plaintiff's failure to exercise effective supervision had placed the defendant at enormous risk.

The subcommittee's inquiry had been necessitated by the following episode: a senior employee of the defendant visited its Kumasi depot on 17th August 2006 and found an unauthorized vehicle, which did not belong to the defendant, parked there, in breach of company regulations. This incident triggered the setting up of an investigative sub-committee by the defendant to inquire into it. According to the eventual report of the sub-committee, its terms of reference were:

1. "To ascertain whether Kenneth Kpedor, an employee of Maersk Ghana Ltd. Owns/manages the unauthorized third party truck, in question with registration number GR 3109 E;
2. To establish whether Yussif Seidu, also an employee of Maersk Ghana Ltd and driver of the said truck, obtained the consent of Kenneth Kpedor before driving the said truck into the depot;; and
3. To ascertain whether Felix Bani, ICD Supervisor, was aware of the presence of the third party truck at the Kumasi depot."

The sub-committee found that the plaintiff was aware of a third party truck in the yard of the Kumasi depot on 27th July 2006, but did not take adequate steps to ensure that the truck was moved out within a reasonable time. It further concluded that the presence of the truck on the defendant's premises had security implications which the plaintiff, in his capacity as depot supervisor, should have been aware of. The subcommittee however found that the plaintiff was not aware of the presence of the unauthorized truck in the depot on 16th August 2006.

Whilst the plaintiff's employment was terminated, the other two employees whose conduct was also investigated by the subcommittee were only served with warning letters. Being dissatisfied with the defendant's action against him, the plaintiff brought action against the defendant for:

1. "A declaration that the termination of Plaintiff's appointment by Defendant on September 19 2006 is unlawful, unfair and without any basis whatsoever.
2. An order for the immediate reinstatement of Plaintiff and the payment of all benefits lost since September 19 2006 plus interest

OR

3. In the alternative payment of compensation for the unfair severing of working relationship
4. Costs."

When the plaintiff's appointment was terminated, there was a collective bargaining agreement in force between the Maersk Ghana Staff Association and the defendant. This agreement provided that it was to form a part of the terms and conditions of employment set out in the defendant's employees' contracts of employment. This collective bargaining agreement had separate and distinct provisions on summary dismissal and on termination.

Clause 40, on termination, states as follows:

"**40. Termination Notice**

Ending employee/employer relations shall be voluntarily or involuntarily. An appointment may be terminated by either the Company or an

employee, given in writing to the other, the appropriate notice or payment in lieu thereof.

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An appointment for an employee on probation may be terminated by either the Company or the employee given in writing to the other for one-week notice.

Job Abandonment: In the event that a staff is absent from work for 5 working days or more, without proper authorization from management; this will be considered job abandonment and the staff employment with Maersk Ghana will be terminated."

On the other hand, clause 34 provided that:

"**34. DISCIPLINARY PROCEDURES**

Maersk Ghana Limited has the right to discipline or discharge any employee for sufficient and reasonable cause including failure to comply with reasonable rules and for proven offences.

a. Summary Dismissal

i. In all cases in which an employee is found guilty of serious misconduct including, but not limited to, such offences as stealing, fraud, falsification of records or gross dereliction of duty, he shall be summarily dismissed and shall forfeit all his entitlements except his personal contribution to the Provident Fund. If the employee is summary *(sic)* dismissed on any ground which resulted in financial loss to the Company such loss shall be deducted from his entitlements.

ii. Except in cases leading to summarily *(sic)* dismissal, for the first offence of an employee against the rules of the Company or on matters of discipline, he will be given a written warning with a copy placed on employees file.

iii. …"

The plaintiff's action against the defendant on these facts was dismissed in the High Court. He appealed to the Court of Appeal. The Court of Appeal dismissed the appeal, but varied the High Court judgment to the extent of awarding the plaintiff compensation for the defendant's non-compliance with the relevant provisions of the collective bargaining agreement. Ofoe JA had the following explanation for the court's view on this matter:

> "The respondent has every right to terminate the appointment of any of its workers but subject to law. In this case there was Collective Agreement between the parties, tendered as Exhibit D. It has provisions for summary dismissal and that for termination. For our purposes we are concerned with termination which is provided for under section 40 of the Collective Agreement. Under this provision an appointment can be terminated by either the company or an employee giving in writing to the other 30 days notice or salary in lieu. There is no evidence the respondent complied with this notice period when it decided to terminate the appellant's employment with it. What we have is rather that the termination letter was addressed September 19, 2006 to take effect September 22, 2006. (Refer to Exh. B, the termination letter). It was the choice of the respondent whether to dismiss or terminate the employment. But immediately it decides on one, then the procedures under the collective agreement to effectuate the choice should be complied with. The company

is in clear violation of the Collective Agreement and it is such violation that the Supreme Court in the case of Kobi vrs Ghana National Manganese Company Limited (2007-2008) 2 SCGLR 771 castigated. What benefit should accrue to the appellant arising out of this violation?..."

Ofoe JA proceeded later to award the appellant three months' salary by way of compensation for the non-compliance with the notice period of 30 days. In spite of this compensation, the appellant remains dissatisfied and has appealed to this Court against the judgment of the Court of Appeal. The respondent did not cross-appeal on the award of compensation.

The appellant's grounds of appeal are:

"a) The Court of Appeal erred in law when it held that the issue of lack of jurisdiction or mandate of the committee of enquiry to investigate the 27th to 29th July incident could not be raised on appeal and thus failing to find that the findings thereof and all consequential decisions therefrom were null and void.

Particulars of Error of Law

i. Failure of the Court of Appeal to find that the issue of jurisdiction or lack thereof of an investigating body is a legal issue which can be raised at any time even on appeal.
ii. Failure of the Court of Appeal to find that the findings of the committee of enquiry on the 27th to 29th July incident were null and void because the committee lacked the mandate to investigate that incident.

iii. Failure of the Court of Appeal to find that the decision to terminate the Appellant's employment on the basis of the committee's findings on the 27th to 29th July incident was null and void.

b) The Court of Appeal, failed to draw an inference of unfair termination from its own finding that the Appellant has been exonerated by the committee of enquiry's report.

c) The Court of Appeal, failed to find that there was unfair termination of Appellant's employment by the Respondent when the principal actors in "placing the company at risk" were only warned.

d) The Court of Appeal erred when it failed to find that there was unfair termination having come to the conclusion that the termination of the Appellant was wrongful thereby denying Appellant substantial compensation from Respondent.

e) The judgment of the Court of Appeal was against the evidence on the record."

The Law

These facts call for a restatement of the Ghanaian common law on the termination of contracts of employment and the extent to which it has been modified by the statutory provisions in the Labour Act 2003 (Act 651). It remains the common law that the remedy available to an employee who has been wrongfully dismissed or terminated is an action for damages. An employee cannot be awarded an order for his reinstatement into a job from which he has been removed unlawfully, unless there is a public law element which requires

otherwise. See *Lt. Col. Ashun v Accra Brewery Ltd.* [2009] SCGLR 81. A reinstatement would be equivalent to specific performance of a contract of employment, which is not permissible. It is settled law that contracts of employment, in general, may not be specifically enforced at the suit of either party. There is a sound policy underlay to this rule. It has to do with the courts restraining themselves from interfering with personal liberty. The essence of the policy is sometimes expressed in the saying that contracts of employment are not contracts of servitude. It would not be wise to compel an employee to work for an employer he does not want to work for, nor conversely to compel an employer to employ an employee it does not want to. There is a large element of personal relationship in many employment contracts which would make them unworkable if the parties were compelled to work together. However, increasingly, modern legislation has been intervening to give employees a right to reinstatement. This is in recognition of the fact that the modern relationship of an employer to an employee may have less of the personal element of the master and servant relationship in response to which the equitable principle developed, that contracts of employment should not be specifically enforced.

In Ghana, the statutory intervention to give employees the right to reinstatement has not been to set aside the equitable principle refusing specific performance to contracts involving personal service. Rather, it is a remedy that is made available to the Labour Commission established under the Labour Act 2003.

Sections 62 and 63 of the Labour Act 2003 (Act 651) set out clearly the law on fair and unfair termination of employment, as follows:

> "Section 62—Fair Termination.

A termination of a worker's employment is fair if the contract of employment is terminated by the employer on any of the following grounds:

(a) that the worker is incompetent or lacks the qualification in relation to the work for which the worker is employed;

(b) the proven misconduct of the worker;

(c) redundancy under section 65;

(d) due to legal restriction imposed on the worker prohibiting the worker from performing the work for which he or she is employed.

Section 63—Unfair Termination of Employment.

(1) The employment of a worker shall not be unfairly terminated by the worker's employer.

(2) A worker's employment is terminated unfairly if the only reason for the termination is

(a) that the worker has joined, intends to join or has ceased to be a member of a trade union or intends to take part in the activities of a trade union;

(b) that the worker seeks office as, or is acting or has acted in the capacity of, a workers' representative;

(c) that the worker has filed a complaint or participated in proceedings against the employer involving alleged violation of this Act or any other enactment;

(d) the worker's gender, race, colour, ethnicity, origin, religion, creed, social, political or economic status;

(e) in the case of a woman worker, due to the pregnancy of the worker or the absence of the worker from work during maternity leave;

(f) in the case of a worker with a disability, due to the worker's disability;

(g) that the worker is temporarily ill or injured and this is certified by a recognised medical practitioner;

(h) that the worker does not possess the current level of qualification required in relation to the work for which the worker was employed which is different from the level of qualification required at the commencement of his or her employment; or

(i) that the worker refused or indicated an intention to refuse to do any work normally done by a worker who at the time was taking part in lawful strike unless the work is necessary to prevent actual danger to life, personal safety or health or the maintenance of plant and equipment.

(3) Without limiting the provisions of subsection (2), a worker's employment is deemed to be unfairly terminated if with or without notice to the employer, the worker terminates the contract of employment

(a) because of ill-treatment of the worker by the employer, having regard to the circumstances of the case; or

(b) because the employer has failed to take action on repeated complaints of sexual harassment of the worker at the work place.

(4) A termination may be unfair if the employer fails to prove that,

(a) the reason for the termination is fair; or

(b) the termination was made in accordance with a fair procedure or this Act."

Section 64 of the Act provides that a worker who claims that his employment has been unfairly terminated may present a complaint to the Labour Commission established under the Act. If the Commission finds that the termination of the worker is unfair, it may give him or her one of three remedies specified in the Act: an order to the employer to re-instate the worker from the date of termination of employment; an order to the employer to re-employ the worker in the work for which the worker was employed before the termination or in any other reasonably suitable work on the same terms and conditions enjoyed by the worker before the termination; or order the employer to pay compensation to the worker. These statutory remedies are made available to the Commission but not, at least expressly, to the courts.

What then is the impact on the common law of these statutory provisions? These provisions, with respect, are to be construed as not directed at the courts. Rather, what can be construed as addressing the courts is section 15 of the Act, which provides as follows:

"Section 15—Grounds for Termination of Employment.

A contract of employment may be terminated,

(a) by mutual agreement between the employer and the worker;

(b) by the worker on grounds of ill-treatment or sexual harassment;

(c) by the employer on the death of the worker before the expiration of the period of employment;

(d) by the employer if the worker is found on medical examination to be unfit for employment;

(e) by the employer because of the inability of the worker to carry out his or her work due to

(i) sickness or accident; or

(ii) the incompetence of the worker; or

(iii) proven misconduct of the worker."

These provisions are complemented by sections 18 and 19 of the Act in the following terms:

"Section 18—Remuneration on Termination of Employment.

(1) When a contract of employment is terminated in the manner stated in section 15, the employer shall pay to the worker,

(a) any remuneration earned by the worker before the termination;

(b) any deferred pay due to the worker before the termination;

© any compensation due to the worker in respect of sickness or accident; and

(d) in the case of foreign contract, the expenses and necessaries for the journey and repatriation expenses in respect of the worker and accompanying members of his or her family in addition to any or all of the payments specified in paragraphs (a), (b) and (c) of this subsection.

(2) The employer shall pay to the worker not later than the date of expiration of the notice all remuneration due to the worker as at that date.

(3) Where no notice is required, the payment of all remuneration due shall be made not later than the next working day after the termination.

(4) Notwithstanding section 17(1), either party to a contract of employment may terminate the contract without notice if that party pays to the other party a sum equal to the amount of remuneration which would have accrued to the worker during the period of the notice.

Section 19—Exception.

The provisions of sections 15, 16, 17 and 18 are not applicable where in a collective agreement there are express provisions with respect to the terms and conditions for termination of the contract of employment which are more beneficial to the worker."

It is against the background of these general principles of the law of employment contracts that the appellant must make out his case.

The grounds of appeal

The gravamen of the complaint in the appellant's first ground of appeal is his contention that the findings of the subcommittee of enquiry were null and void because the committee lacked the mandate to investigate that incident. We

agree with the appellant that he was entitled to raise before the Court of Appeal an issue of law arising from the record, even if it was not raised at the trial court. (See *Attorney-General v Faroe Atlantic Co. Ltd.* [[2005-2006] SCGLR 271.) However, we do not consider that the appeal can succeed on this first ground. Assuming without admitting that the subcommittee's findings were *ultra vires*, we do not consider that this would derogate from the defendant's common law right to dismiss the plaintiff for proven misconduct. Once there are facts on the record justifying the defendant/respondent dismissing the appellant for misconduct, the fact that the findings were made by a committee that was acting, allegedly, *ultra vires*, is irrelevant. The appellant's argument is constructed on a misconceived extension of public law notions into the private law. Thus he states in paragraph 2.1.10 that:

> "It is therefore submitted on behalf of the Appellant that the appeal succeeds on this first ground since the said findings of the committee is void as it was made without jurisdiction and therefore the Appellant is entitled to have the same set aside and both the trial High Court and the Court of Appeal were under a legal obligation to set aside even suo motu. **See MOSI V BAGYINA [1963] 1GLR 337 SC.**"

Mosi v Bagyina and other cases cited by the appellant in his Statement of Case such as *Akele v Cofie* [1961] GLR 173 and *University of Ghana v Mensah* [1984-86] 2 GLR 622 are all public law cases. The *ultra vires* doctrine is an important building block in the courts' construction of their jurisdiction to exercise control over administrative action. However, judicial control of administrative action is part of public law. The courts have not set themselves up to exercise oversight over the administrative decisions of private enterprise units. Thus, for instance, in the concurring opinion of Date-Bah JSC in *Laguda v Ghana Commercial Bank* [200-

2006] SCGLR 388 at pp. 401-2, on the related public law doctrine of *audi alteram partem*, he said:

> "I am not persuaded that, in a commercial setting, in the absence of a contractual provision to the contrary, an employer is bound to comply with the rules of natural justice before dismissing an employee for misconduct. At common law, it is enough if the facts objectively establish cause for dismissal. In *Aboagye v Ghana Commercial Bank* [2001-2002] SCGLR 797 at pp. 828-831, Adzoe JSC correctly expounds the common law position on summary dismissals. He said (at pp 828-829):
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> > "But it has been argued that the conduct of the plaintiff, viewed in the context of the nature of the business of banking, constitutes such a grave misconduct that it was lawful to dismiss him even without a hearing. The case of *Lever Bros Ghana Ltd v Annan* [1989-90] 2 GLR 385; *Presbyterian Church Agogo v Boateng* [1984-86] 2 GLR 523; *Edward Nasser & Co.Ltd v Abu Jawdi* [1965] 2 GLR 532; *Halsbury's Laws of England* (3rd ed.) at page 485, para 938 were cited in support. The principle relied on is this:
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> > > "A servant whose conduct is incompatible with the faithful discharge of his duty to his master may be dismissed … Dismissal is also justified in the case of a servant …If his conduct has been such that it would be injurious to the master's business to retain him."

> I agree that this is the common law position. Bowen LJ had expressed it in 1888 when he said that it is right for the employer to instantly dismiss the employee if the latter's conduct is not only wrongful and inconsistent with his duty towards his master but also inconsistent with the continuance of confidence between them: see *Boston Deep Sea Fishing & Ice Co v Ansell* (1888) 39 Ch.D. 339 at 363."

> It is true that Adzoe JSC then proceeds to consider English cases based on the Industrial Relations Act 1971 and the Trade Union and Labour Relations Act 1974 to support his perception that there is a modern tendency to discourage summary dismissals. With respect, these English statutes cannot affect the common law principles that the Ghanaian courts apply.
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> Thus, once there was evidence on record sufficient to justify the conclusion that the plaintiff's behaviour amounted to misconduct, the learned Trial Judge did not have to concern himself with whether there had been compliance with the rules of natural justice, unless there was a contractual provision to the contrary."

As a matter of history, the English courts (whose persuasive precedents have shaped much of Ghanaian administrative law), in developing their control over administrative (i.e. public) action, relied on a doctrine of *ultra vires*. They have conceived of administrative (i.e. public) power as derived power. It is generally power derived from the Constitution or a statute. It is a paramount principle of public law that public or administrative bodies are supervised to ensure that they

keep within the bounds of their jurisdiction or area of allocated authority. This is an important incident of constitutionalism. A similar policy rationale does not exist for the courts supervising delegated decision-making in the private sector. Indeed, it would be against public policy to subject private sector business units to the same control over their administrative decisions as public bodies. The private sector needs more flexibility and is not expected to operate under the same rules of the game, so to speak, as government and public bodies. Accordingly, the argument of the appellant based on its first ground of appeal is flawed and there is no need to probe deeper to ascertain whether indeed the subcommittee exceeded its terms of reference. What is important is that the inquiry, whatever its terms of reference, did in fact expose misconduct by the appellant. *Lever Brothers Ghana Ltd v Annan (Consolidated)* [1989-90] 2 GLR 385 is authority for this proposition. In that case Osei-Hwere JSC explained, delivering the judgment of the Court of Appeal (at pp.388-9), that:

> "The learned trial judge in our view stated the correct principle of law when he said:
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> > "The law is that where an employee has, in fact, been guilty of misconduct so grave that it justifies instant dismissal, the employer can rely on that misconduct in defence of any action for wrongful dismissal, even if at the date of the dismissal the misconduct was not known to him: see *Boston Deep Sea Fishing & Ice Company v Ansell* (1888) 39 ChD 339 at 363, CA."
>
> …
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> It will be noted from the above quotation that the trial judge all but found the misconduct or dishonesty of the plaintiffs proved. His reluctance in saying so seems to stem from his notion that they were not given the

> opportunity to face their accusers. From the principle of law also quoted above which entitles an employer to dismiss summarily an employee he considers guilty of serious misconduct, such as dishonesty, it is evident that the employer is not obliged to set up an investigative process to give the employee a fair hearing: see *Presbyterian Hospital, Agogo v Boateng* [1984-86] 2 GLR 381, CA. What is required is that when the employee's dismissal is brought to question in a court of law the employer's action can be vindicated."

The first ground of appeal is therefore dismissed.

The second ground of appeal is in effect a re-run of the first ground of appeal, in that it also relies on the *ultra vires* doctrine, which we have held to be inapplicable to the facts of this private law case. The ground relies on the following passage from the Court of Appeal's judgment, delivered by Ofoe JA:

> "What I find a little incongruous is the terms of reference of the committee and its findings. Reading the investigative reports, it is clear that the mandate of the committee was to investigate the 17th August, 2006 incident. But the committee ended up making findings in respect of the 27th to 29th July, 2006 incident. It is this incident which was not within the terms of reference that the committee faulted the appellant *(sic)*. In respect of the 16th -17th August, 2006 which the committee was mandated to investigate, the appellant was exonerated. Counsel for the appellant contends, rightly in my view, that it was improper for the committee to have expanded their mandate to include events of the 27th to 29th July and also totally unacceptable for the respondent to have relied on such findings to terminate the appointment of the appellant. But at the trial court that was not the case of the appellant. There is no reason to entertain this

submission now else I am accused of substituting a case not sought for by the respondent."

The appellant, therefore, argues that the respondent by relying on the *ultra vires* findings of the subcommittee had shown that it was bent on finding an excuse to terminate the appellant's employment, even though there was no justification for it. Once it is accepted that in the private sector the findings of the sub-committee could be relied upon by the respondent, even if *ultra vires*, this ground of appeal also falls away.

The third ground of appeal is, in net effect, that because the principal actors in "placing the company at risk", namely Mr. Kenneth Kpedor and Mr. Yussif Seidu, had only been given a warning, it was unfair for the appellant's employment to be terminated. It is unclear to us from where this concept of unfair termination as a cause of action before the courts is derived. It is certainly not a common law principle. Neither is it provided for in the Labour Act 1963 as a concept to be applied by the courts at the suit of a party to an employment contract. It is not provided for in the collective bargaining agreement either. The appellant maintains that the respondent's act of termination was capricious, without basis and hence unfair. The facts on record do not support this allegation. There is undisputed evidence on record which amounts to misconduct by the appellant. The fact that other employees of the defendant who, in the appellant's view were more culpable than he, had been given a lighter disciplinary sanction is not a legitimate basis for a legal challenge of his own termination. The appellant's argument that the appellant's termination was unfair because it ignored section 34(a) (ii) – (vi) of the collective agreement, requiring that a warning letter be given, is fallacious, since this requirement for warning letters expressly excludes cases leading to summary dismissal. In any case, the common law concept that

would apply, given the appropriate facts, is that of wrongful dismissal and not the novel notion of unfair termination, which is not known to either the Ghanaian common law or the Labour Act 2003, in relation to the courts. Accordingly, the third ground of appeal is also dismissed as unmeritorious.

Under the fourth ground of appeal, the appellant contends that the Court of Appeal erred when it failed to find that there was unfair termination, after having come to the conclusion that the termination of the Appellant was wrongful, thereby denying the Appellant substantial compensation from the respondent. This ground also relies on the cause of action of "unfair termination", which we have shown to be non-existent. It is equally unmeritorious. The Court of Appeal regarded as a basis for the award of compensation to the appellant the fact that the defendant did not comply strictly with the procedure laid out in the collective bargaining agreement for the termination of the contract. That failure by the respondent to comply with the procedure does not, however, detract from the fact that the appellant was guilty of misconduct that could have grounded his summary dismissal, with loss of rights. The fact that the defendant/respondent opted for termination, even if how it did it was non-compliant with the procedure set out in the collective bargaining agreement, was thus to the advantage of the appellant. It is thus hardly a ground for complaint. Accordingly, the fourth ground is dismissed.

Finally, the appellant argues that the judgment of the Court of Appeal was against the evidence on the record. There are concurrent findings by the two courts below that the appellant put the defendant at enormous risk and there was evidence from the findings of the subcommittee that could serve as a credible basis for the conclusions of the two courts. Accordingly, there is no basis for disturbing those findings. This ground is without merit and should be dismissed.

Conclusion

In the result, we dismiss all the appellant's grounds of appeal. The appeal is accordingly dismissed in its entirety as being unencumbered by any merit.

[SGD] DR. S.K. DATE-BAH

JUSTICE OF THE SUPREME COURT

JONES DOTSE JSC:

I have been privileged to have read the draft of the judgment which has just been delivered by me under the authority of my respected brother Dr. Date-Bah JSC.

I agree with the analysis of the case, as well as the conclusions reached therein. In agreeing to the conclusion that the appeal lacks merit and should be dismissed, it is pointless to attempt to add anything to this judgment.

This is because, Dr. Date-Bah JSC in his usual style has not only taken pains to discuss the legal issues applicable in this appeal, but has as it were taken the opportunity to restate the Ghanaian Common Law position on the termination of contracts of employment and the extent to which these have been modified by the statutory provisions in the *Labour Act 2003 (Act 651).*

I therefore endorse the decision that the appeal herein fails and is accordingly dismissed.

[SGD] J. V. M DOTSE

JUSTICE OF THE SUPREME COURT

[SGD] ANIN YEBOAH

JUSTICE OF THE SUPREME COURT

[SGD] B. T. ARYEETEY

JUSTICE OF THE SUPREME COURT

[SGD] V. AKOTO-BAMFO [MRS.]

JUSTICE OF THE SUPREME COURT

COUNSELS;

JAMES MARSHALL BELIEB FOR THE APPELLANT.

GEORGE THOMSON FOR THE RESPONDENT.