IN THE SUPERIOR COURT OF JUDICATURE

IN THE COURT OF APPEAL

ACCRA

CORAM: - SENYO DZAMEFE, JA (PRESIDING)

MERLEY A. WOOD, (MRS.) JA

OBENG-MANU, JA

Civil Appeal

Suit No: H1/113/17

18th June 2020

KODWO CLELAND - PLAINTIFF/RESPONDENT

VRS.

MINERALS COMMISSION - DEFENDANT/APPELLANT

JUDGMENT

DZAMEFE, JA

The plaintiff/respondent simply referred to as the plaintiff in his writ of summons against the defendant/appellant also referred to as the defendant's claimed for the following reliefs:

a. Declaration that the termination of the appointment of the plaintiff by the defendant is wrongful and/or unlawful.

b. An order compelling the defendant to reinstate the plaintiff to his former position with effect from the date of the wrongful termination.5

c. An order compelling the defendant to pay all the salaries and other allowances due the plaintiff from the date of the wrongful termination together with interest at the current bank rate.

d. Or in the alternate, Gh¢400,000 damages against the defendant for the wrongful and unlawful termination of appointment.

e. Any other order or orders that the court may deem fit.

The plaintiff is his statement of claim averred that until the termination of his appointment by the defendant, he was the District Officer of the Minerals Commission and stationed at the Akim-Oda office in the Eastern Region of Ghana.

The defendant is a commission set up by statute to oversee the minerals and mining activities in Ghana with the Head office in Accra, Ghana.

Plaintiff averred that he was employed by the defendants as an Assistant Officer in or about January 1990 and he rose through the ranks to become the Principal Officer in about June 2010. He said part of his job schedule was to receive and process applications for the grant of mineral concessions, supervise activities of the miners and mining companies and resolve problems related to mining among others within the District.

Plaintiff averred that in the August 2009 while stationed at Assin Fosu, a group of four persons presented themselves as Four Yaws Mining Group came to his office and expressed interest in regularsing their mining activities in the area. While processing their application, the group brought in one Madam Cynthia Asantewa Osei-Kofi and introduced her as a Director who had joined them to form Four Yaws Small Scale Mining Company Limited. It is the plaintiffs case that while processing their application he had information that the company has already started blasting rocks in the concession so he took steps to stop them since they had not yet being granted the full license. He said later, the Four Yaws company brought a complaint to him about Cynthia Osei-Kofi which he helped resolved together with the owners and some elders as had been the practice.

He averred further that while settling the matter, one Aswad Ibrahim also came to lodge a complaint against the said Cynthia Osei Kofi regarding a partnership agreement between the two which was completely unknown to him. They did not allow Ibrahim to sit in the settlement as he sought since his complaint was different from what they were settling.

A day later, plaintiff averred, Ibrahim and one Jacek Krawczyk came to his office and Ibrahim introduced Jacek as his business partner and a financier of Madam Cynthia Asantewaa. He told them he could not help them in their allegation of Cynthia Asantewaa defrauding them.

It is plaintiff's case that in August 2010, he was invited to their head office, Minerals Commission without any prior notification whatsoever to face a panel of officers who claimed they were investigating him.

He complained about the investigation he was being subjected to and on 27th October, 2010 he was given up to 1st November 2010 to answer in writing regarding the complaint of Ibrahim and Kraweczyk against the operations of Cynbee Small Scale Mining Enterprise.

On the 20th July 2011, after his appointment had been terminated, solicitors from the petitioners, i.e. Ibrahim and Kraweczyk wrote to the Chief Executive Officer of the defendant withdrawing their complaint.

The plaintiff avers further that notwithstanding the fact that there was no specific complaint against him coupled with the withdrawal of complaints against the Cynbee Small Scale Mining Enterprise, the defendant failed to review its wrongful decision terminating his appointment effective 15th June 2011 with the promise to pay his three moths salary in lieu of notice.

Plaintiff states he petitioned the Attorney General's Department about the wrongful and unlawful termination of his appointment but surprisingly, they wrote to give it their blessing.

It is the plaintiffs case the termination of his appointment is tainted with acts of arbitrariness, injustice, unfairness and abuse of power hence this writ.

The defendant/appellants in their defence averred the respondent rose through the ranks to become the Principal Officer and later transferred from Assin Fosu to Akim Oda District in or about June 2010.

The defendants aver that at all material times, the plaintiff's employment was governed by the Minerals Commission Conditions of Service for staff dated January 2009. That by virtue of Clause 5.21 of the said Conditions of Service, the defendants were entitled to dispense with the service of the plaintiff without assigning any reasons by giving to him three months' notice or three months' pay in lieu of notice.

They aver further that the plaintiff's appointment was terminated pursuant to the said Clause 5.21 of the Conditions of Service by the letter dated 13th June 2011. That upon the said termination all that was due to the plaintiff as per his conditions of service was duly paid to him.

The defendant aver that it is true they received a formal complaint about the plaintiff from Messrs Jacek Kraweczyk and Aswad Ibrahim Basha regarding amongst others one Madam Cynthia Asantewah who held a small scale mining license under the same Cynbee Small Scale Mining. They said in accordance with the Conditions of Service governing the plaintiff's employment, defendant duly adhered to the procedures outlined therein and constituted a committee to investigate the allegation against the plaintiff. The defendants say further that by Clause 5.3.1 of the Conditions of Service any employee alleged to have committed an offence is asked to explain his conduct either verbally or in writing to the Chief Executive Officer/Divisional Head through his Head of Department/Supervisor within a specified time.

It is the defendant's case that the termination of the plaintiff's employment was not as a result of any findings made by the committee but rather it was made pursuant to contract in accordance with the Conditions of Service. The termination according to the defendant was in accordance with the provisions of Clause 5.21 of the Conditions of

Service. Plaintiff, they aver, has no cause of action against the defendant and is not entitled to any of the reliefs sought by him per his writ of summons.

Plaintiff in his reply denied ever receiving any money from the defendant since his appointment was terminated.

ISSUES FOR TRIAL

a. Whether or not the plaintiff was an employee of the defendant commission.

b. Whether or not the plaintiff was investigated by a panel for an unspecified offence.

c. Whether or not the investigation of the plaintiff was justified.

d. Whether or not the plaintiff's appointment was terminated as a result of the investigations instituted by the defendant.

e. Whether or not the plaintiff has received any money from the defendant in lieu of notice of termination.

f. Whether or not the plaintiff is entitled to his claims.

g. Any other issue or issues arising from the pleadings.

JUDGMENT

The trial High Court in its judgment asked, "if the plaintiffs' appointment was not terminated because of his appearance before the committee of enquiry, then on what

basis was his appointment terminated? The High Court referred to Section 62 of the Labour Act 2003, Act 651 which provides that "A *termination of a worker's employment is fair if contract of employment is terminated by the employer on any of the following grounds; -*

b. The proven misconduct of the worker"

The High Court said from the evidence before it the defendant has failed to tender any report from the committee of enquiry that investigated the plaintiff to establish his culpability in the allegations made against him by the petitioners. The plaintiff was only informed by a letter written by the Director of Finance and Administration, that his appointment with the Minerals Commission was terminated with effect from 15th June 2011. That this was in accordance with Section 5.21 of the Conditions of Service of the Minerals Commission and would pay his three months' salary in lieu of notice.

The trial court in the judgment stated Section 63(1) of the Labour Act 2003, Act 651, which provides that: -

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

Section 63(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.

The High Court concluded that the termination of the plaintiff's appointment was wrongful and unfair and granted all his reliefs contained in his statement of claim.

The defendant/appellant dissatisfied with this judgment filed this appeal on the following grounds; -

1. The judgment is against the weight of evidence.

2. The trial judge erred in law when he adjudged that the termination of the plaintiff's employment had been wrongful and unfair.

3. The trial judge erred in law in granting all the relies sought by the plaintiff.

4. Further or other grounds to be feed or receipt of record.

No further grounds of appeal were filed so that ground is dismissed.

The relief sought is for the High Court judgment in favour of the defendant/respondent be set aside and judgment entered in favour of the defendant/appellants.

SUBMISSION

Counsel for the appellant commenced his submission with ground two, that the trial judge erred in law when he adjudged that the termination of the plaintiff's employment had been wrongful and unfair. Counsel submits that the trial judge arrived at his conclusion on the basis that the plaintiff/respondents appointment was terminated because of the outcome of his appearance before the committee of inquiry although the appellant had led evidence to show that the termination was in accordance with section 5.21 of exhibit I, which governs the contractual relationship between the parties and which allows the appellant to terminate the respondent's appointment without giving reasons.

Counsel submits further that DW1 stated categorically both in her evidence in chief and under cross examination that the respondent's employment was terminated not as a

result of any finding made by the committee set up to investigate the compliant by Messer Basha and Krawczyk but rather that it was made pursuant to contract in accordance with exhibit I, the Conditions of Service.
Counsel argued that the reasons given by the Attorney General for the termination of the plaintiff's employment, exhibit 'G', were not those of the appellant and therefore cannot be used against them.

In response, counsel for the respondent submits that the fact remains unchallenged that there was a complaint lodged by Messrs, Aswad Ibrahim and Krawecyzk against Cynbee Small Scale Mining in which the respondents' name was mentioned.

Counsel submits further that the respondent was not furnished with the final report of the supposed investigations but only received a letter to the effect that his appointment was being terminated under Section 5.21 of the Conditions of Service of the Minerals Commission. He posited that even though the respondent was given the opportunity to respond to the complainant's petition, justice, fairness and equity demanded that he was given the opportunity to cross examination the complainants who were accusing him of some unspecified misconduct. That opportunity for the respondent to cross examine the complainant to ascertain or establish the truth was denied by the commissions' investigations committee.

Counsel referred this court to Section 62 of the Labour Act 2003 (Act 651) which specifies the four main grounds under which a termination of employment can be said to be fair. These are; -

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. The 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.

Counsel submit that it is clear the termination of the respondent's appointment was not based on any of the four fairgrounds listed above. The appellant did not furnish the High Court with a copy of the investigations report to ascertain or established any proven misconduct of the respondent.

It is his contention that the appellant's assertion that the termination of the respondent's appointment was not based on any misconduct but Section 5.21 of the Conditions of Service is misconceived because section 5.21 only talks about how an employee whose employment is terminated should be compensated. It does not in any way give power nor encourage the Minerals Commission to arbitrarily and unjustifiably terminate appointment of the employees.

It is his further contention that, the termination of the appointment of the employee should first be fair in accordance with the Constitution of Ghana and the Labour Act 2003 (Act 651) before the manner of compensation in terms of payment in lieu of notices are considered.

The law is established that in claims for wrongful dismissals, it is essential that the plaintiff should prove the term of his employment and then prove either that the termination of the employment is in breach of the terms of his agreement or that the

termination is in contravention of the statutory provisions for the time being regulating employment. His claim cannot succeed if he fails to satisfy the court on these points.

See (i) **Morgan & Ors vrs. Pakinson Howard Ltd [1961] GLR 8 Ollenu J,** (ii) **Tagoe vrs. Accra Brewery [2016] 93 GMJ 163- Supreme Court.**

In the instant appeal, the burden of proof on the plaintiff is to lead evidence to satisfy the court about his terms of employment and also that the termination of his appointment was contrary to the term of his appointment or exiting law. In this case the existing law is the Labour Act (Act 651) and the 1992 Constitution. If he succeeds, then the burden shifts onto the defendant on the issue.

The plaintiffs case in the instant appeal is that in 2010 he was invited to the Head Office of his employers, Minerals Commission, Accra ostensibly to complete visa application forms for a course in the United Kingdom. Upon reaching the office he was asked to face a committee. This piece of evidence was not controverted nor challenged by the defendant. At the committee, he inquired why he was facing the panel and for what offence and there he was informed that the Commission had received a complaint from Messers Aswad Ibrahim and Kraweczyk against Cynbee company operated by one Madam Cynthia Asantewaa and his name was mentioned. He requested for a copy of the complaint and he was given one on 27th October 2010 and given four days to respond to same which he did – see Exhibit "B" & "C".

Before the plaintiff could hear from the investigations committee he received another letter from the committee terminating his appointment in accordance with Section 5.21 of the Conditions of Service of the commission. He petitioned the Board and the Attorney General but without success hence the suit.

Plaintiff's claim is for declaration that the termination of the appointment by the plaintiff by the defendant is wrongful and or unlawful. The issues for trial are very simple and straight forward.

Ground 1

That the judgment is against the weight of evidence. Counsel for the appellant on this omnibus ground submit simply that the judgment of his lordship Charles Quist (J) is against the weight of evidence and ought to be reversed.

Counsel for the respondent in answer to this ground submit that an appeal is by way of rehearing and where the judgment appealed against is based on findings of fact, the duty of the appellate court is to simply satisfy itself, be examining the record, to see if the findings are supported by the evidence on record.

We think this ground of appeal can efficiently and effectively decide this appeal. When an appellants appeal is the omnibus ground of judgment against the weight of evidence, then he is complaining that there are pieces of evidence on record that had been wrongly construed and applied against him and had this not been so, the judgment would have gone in favour of the appellant. Again, that there are pieces of evidence on record which if applied in his favour, could have changed the decision in his faovur – **Djin vrs Musah Baako [2007/8] SCGLR 686.**

Such an appellant is required to point out these pieces of evidence and demonstrate how a different appreciation of the evidence would have made the court to arrive at a different conclusion. By this the appellate court as well is enjoined to consider the contents of the entire record to determine whether the court had properly appreciated the import of the case, and all the exhibits tendered. If a proper consideration should have led to a different conclusion for the judgment, then the appellate court is duty

bound to draw the right conclusions and ensure that the right decision is arrived at – (i) **Tuakwa v Bossom (2001-2002) SCGLR 61,** (ii) **Ayeh & Akakpo vrs Ayaa Idrisu [2010] SCGLR 89.**

The plaintiff in a civil cases is required to produce sufficient evidence to make out his claim on a preponderance of probabilities as defined in Section 12(2) of the Evidence Act 1975 (NRCD) 323. In assessing the balance of probabilities all the evidence, be it that of the plaintiff or the defendant must be considered and the party in whose favour the balance tilts is the person whose case is the most possible of the rival versions and is deserving of a favourable verdict. – **Takoradi Flour Mills vrs Samir Faris [2005/6] SCGLR 882.**

Again a person who makes an averment or assertion which is denied by his opponent has the burden to establish that his averment or assertion is true. And he does not discharge his burden unless he leads admissible and credible evidence from which the fact or facts he asserts can be properly and safely inferred. Failure of which the assertion is not true – **Memuna Amondy vrs. Kofi Antwi [2006] 3 MLG 183 CA.**

The general principle of law is that it is the duty of a plaintiff to prove his case, that is he must prove what he alleges. In other words, it is the party who raises in his pleadings an issue essential to the success of his case who assumes the burden of proving it. The burden only shifts to the defence to lead sufficient evidence to tip the balance in his favour when on a particular issue the plaintiff leads some evidence to prove his claim. If the defendant succeeds in doing this he wins, if not he losses on that particular issue.

(i) **Ababio vrs Akwasi III [1994/5] GBR 777**

(ii) **Bank of West Africa vrs Ackun [1963] 1 GLR 176**

(iii) **Section 14 (1) Evidence Decree (NRCD) 323.**

To briefly recap the plaintiff's case, until the termination of his appointment by the defendants, the Mineral Commission, he was the Principal Officer of the appellants Company in charge of Akim Oda District. His work schedule was to receive and approve applications for the grant of mineral concessions, supervise the activities of the miners and the mining companies, and resolve problems related to mining, among others within the District. According to him, he once visited the paramount chief of the area and received a report of a certain Four Yaws Company blasting rocks without licence. He went to stop them but they ignored him and so he requested for the assistance of the police who eventually stopped them.

Later in the year, he plaintiff was called to the Minerals Commission and informed of a complaint lodged against him by the Four Yaws Company. The complaint was lodged by Messrs. Aswad Ibrahim and Krawczyk against Cynbee small scale mining operated by one Madam Cynthia Asantewaa. Plaintiff said his name was mentioned in the complaint. He was asked to face a committee set up by the appellant to investigate the complaint lodge. When he went to the Head office to appear before the committee that he was given copies of the said complaint. It is his case that before he could hear anything from the committee, he received a letter from the appellants purporting to terminate his appointment in accordance with Section 5.21 of the Conditions of Service of the commission. He said the appellant failed to produce a copy of the investigations report in court and had also not furnished him with a copy of same.

The defence of the appellants is that they terminated the respondent's appointment in accordance with Section 5.21 of the Condition of Service of the Commission which they are entitled to if they so desire.

That by that section, they are not obliged to give any reasons for the termination. Section 5.21 provides that; -

"An employee whose services are dispensed with or who is called upon to resign from the service of the commission shall be given, in, the case of Senior Staff, three calendar months' previous notice in writing or in lieu thereof a sum equivalent to his salary for three months and in the case of junior staff one calendar months' notice in writing or in lieu thereof a sum equivalent to one month's salary".

There is no evidence before this court that the respondent's appointment was terminated because of the complaints or petition which was ledged by these complainants upon which the investigative committee was set up. The appellant's never tendered any report or findings of that committee into evidence to support the fact that the respondent's appointment was terminated based on any adverse findings by that committee.

Any claim founded on wrongful termination of employment contract, the plaintiff assumes the initial burden of producing evidence to satisfy the court about his term of employment and <u>also that the termination of his appointment was contrary to the term of his appointment or existing law</u> (emphasis mine). See **Tagoe vrs. Accra Brewery [2016] 93 GMJ 163 Supreme Court**

In this case, the existing law is the **Labour Act, 2003, Act 651. Section 62 of the Labour Act, 2003, Act 651** which provides:

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

b. The <u>proven misconduct</u> of the worker.

The emphasis here is **"proven misconduct."**

Section 62 of the Labour Act, 2007 (Act 651) specifies the four (4) main grounds under which a termination of employment can be said to be fair. They are;-

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. *The 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.*

The trial High Court Judge held as a fact that the defendant did not tender any report from the Committee of Enquiry that investigated the plaintiff to establish his culpability in the allegations made against him by the petitioners. He was only informed by a letter written by the Director of Finance and Administration, Exhibit "E" that his appointment had been terminated – **[page 66 ROA].** This is a fact supported by the evidence on record and this court is barred from interfering. The appellants letter of termination of appointment to the respondent states:

> ***"Termination of Appointment***
>
> ***You are hereby informed that your appointment with the Minerals Commission is terminated with effect from 15th June, 2011. In accordance with Section 5.21 of the Condition of Service, the Company would pay your three (3) month's salary in lieu of notice…"***

I said earlier in this judgment that for any claim founded on wrongful termination of employment contract, the plaintiff must produce evidence to satisfy the court about his terms of employment and also that the termination of the appointment was contrary to

the terms of his appointment or existing law. The burden is on the plaintiff in such cases to establish that the termination was contrary to the terms of his appointment or existing law. **[Tagoe supra]**

The existing law as I pointed out is the Labour Act, 2003, Act 651. This existing law on employment in Ghana, a creature of statute, states in Section 63 (1) that:

1. ***The employment of a worker shall not be unlawfully terminated by the worker's employer***

Section 63 (4) of the Labour Act provide:

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.***

Based on these, the question we ask is whether the appellants met the first requirement of assigning reasons for the termination of the respondent's employment. The defence of the appellants is that they are not obliged to state any reasons for termination as by Section 5.21. But then, the law says this exercise is based on two conditions, the terms of contract or condition of service and the existing law. The Supreme Court in *Tagoe vs. Accra Brewery* (supra) states the termination was contrary to the terms of his appointment or existing law. The meaning is that if the termination was against the plaintiffs' terms of appointment or the existing law (Labour Act), then the termination is unfair.

It is clear from the Labour Act that termination may be unfair if the employer fails to prove that the reason for the termination is fair. In the instant appeal, there is no

scintilla of evidence before us that the appellant made any attempt to prove that the reason for the termination is fair. In fact, no reason at all was offered for the termination and this goes contrary to the existing law. Though they claim they are not under any obligation per their conditions of service, the law, the Act which is a creature of statute was flouted and we hold as such. The second issue was whether the termination was made in accordance with a fair procedure or this Act?

If the appellants had based their decision on the outcome of the Investigation Committees findings, with the rules of Natural Justice observed, would have been justified as fair procedure. The appellants in their defence maintained they never based the termination on the Committee's findings but simply in accordance with Section 5.21 of their Conditions of Service.

From the evidence before this court, the appellant invited the respondent to appear before an Investigation Committee set up to investigate a complaint/petition by some people. In that petition, the respondent's name was mentioned. He indeed appeared before the Committee, a copy of the petition served on him and was asked to respond within three days which he did. I wonder why the Committee failed to communicate to him the outcome of their findings. Whether he was found culpable or not was not communicated to him; neither was their findings, if any, tendered in court.

Strictly speaking, Section 5.21, deals with the compensation structure of employees whose services are duly or fairly terminated in accordance with the terms of contract and existing law. It deals with employees whose services are dispensed with or called upon to resign. Strictly speaking, Section 5.21 is not an enabling section that gives power to the employer to terminate appointments. It is the section that stipulates the compensation structure of those whose services are dispensed with or called upon to resign as counsel for the respondent rightly stated.

In effect, there must be evidence that an employee's services has been dispensed with according to due process or evidence that an employee was called upon to resign.

Section 15 of the Act (supra) states the following grounds for fair termination of employment:

1. *By mutual agreement between the employer and the worker.*

2. *By the worker on grounds of ill-treatment or sexual harassment.*

3. *By the employer in the death of the worker before the expiration of the period of employment.*

4. *By the employer if the worker is found in medical examination to be unlawful from employment.*

5. By the employer because of the inability of the worker to carry out his or her work due to
   i. *Sickness or accident*
   ii. *The incompetence of the worker*
   iii. *Proven misconduct*

The respondent tendered Exhibit "G" which was not objected to and admitted into evidence. It is the response of the Attorney General to the plaintiffs petition to them to intervene in his termination. In that exhibit, the Attorney General stated the complaint against the respondent as the basis of the termination. Even though the appellants submit it is not their document, there is evidence not controverted that the Attorney Generals upon receipt of respondent's petition called the Minerals Commission for

some information on the termination. DW1 did admit they read that letter and sent some relevant documents on the petition to the Attorney Generals Department.

The Attorney Generals in their response, Exhibit "G" stated categorically that based on the *"available information",* they came to their conclusion. Obviously the *"available information"* was what the Minerals Commission supplied them upon request. In the Attorney Generals response, they arrived at their decision based on the work of the Committee of Inquiry set up to investigate the petition. The appellants cannot deny they furnished the Attorney Generals with all the information they relied on for their response. The Attorney Generals gave details of the petition against the respondent and the outcome of the committee's findings.

Unfortunately, the Minerals Commission itself denied basing the termination on the Committee's findings but rather Section 5.21 of their Conditions of Service. If it is upon the findings of the Committee as the Attorney Generals alleged, then it was fatal for the appellants not to serve the respondent with a copy of their findings nor tender same into evidence in court to support the termination.

Paragraph 6 of the Attorney Generals response specifically stated that the respondent was found liable by the Committee in the allegations levelled against him. They failed the test of *"proven misconduct"* as the basis for the termination. The Attorney Generals assumed that an inquiry was held by the Committee and findings made against the respondent hence their paragraph 9 that ***"your termination under the Labour Act 2003 Act 651 Sections 62 and 63 is lawful and fair"*** – [Page 107 of ROA].

Unfortunately, this is not the case. The Mineral's Commission themselves said they never relied on the Committee's findings but on Section 5.21.

On the totality of the evidence before us, we are of the view that the trial High Court Judge was right in holding that the termination was unfair. The appellant failed to demonstrate to us the lapses in the High Court judgment or the evidence which was misapplied to their detriment as required for this ground of appeal.

If the termination of the respondent's employment was based on misconduct per the petition, then as by law prescribed, has to be proven to the satisfaction of this court. We are not convinced the appellants have proven the alleged misconduct against the respondent to deserve the termination. We hold that the termination was unfair and we shall therefore not disturb the trial High Court's decision.

That ground of appeal lacks merit and same is dismissed. The High Court judgment is hereby affirmed.

With this, we do not think there is the need to go into the other grounds since this ground has effectively dealt with the whole appeal.

The High Court granted all the reliefs of the respondent in his statement of claim. We shall vary same. For relief 'b', instead of reinstatement, we shall order damages be paid the respondent for unlawful termination. By that, we affirm reliefs 'a', 'c' and 'd' and the award of costs to the respondent.

This court hereby awards Gh¢20,000 general damages to the respondent and costs of Gh¢5000.

SGD

SENYO DZAMEFE

(JUSTICE OF APPEAL)

SGD

WOOD, I agree **MERLEY A. WOOD, (MRS.)**

(JUSTICE OF APPEAL)

SGD

OBENG-MANU, I also agree **OBENG-MANU, JA**

(JUSTICE OF APPEAL)

COUNSEL

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