

IN THE CIRCUIT COURT HELD AT SOGAKOPE ON THURSDAY, 13TH OCTOBER, 2022 BEFORE HIS HONOUR ISAAC ADDO, THE CIRCUIT COURT JUDGE

CASE _____ NO.

CC93/2019

THE REPUBLIC

VRS

ERNEST AGLAGO

ACCUSED PERSON PRESENT

CHIEF INSPECTOR PAUL AIDOO FOR THE REPUBLIC PRESENT

JAMES AGBEDOR, ESQ. COUNSEL FOR THE ACCUSED PERSON PRESENT

JUDGEMENT

The Accused person stands charged before this court with the offence of Stealing contrary to section 124(1) of the Criminal Offences Act, 1960 (Act 29). Upon his arraignment in court on the 2nd February, 2019, he pleaded Not Guilty to the charge of Stealing.

THE BRIEF FACTS OF THE CASE

The complainant was the Accountant of Winners Co-operative Credit Union, Akatsi whilst the Accused person was a former manager at the Dzodze Branch of the Union. In the 2017/2018 financial year, it was detected that the Accused person had embezzled the sum of GHC32,962.52 which was petty cash allocated to him to run the Union's branch during the financial year. It was detected that

the Accused person manipulated the system by keying in fake transactions to balance the system account to enable him cash the said money for his private use. On the 11th July, 2017 and 27th July, 2017, he keyed into the system dubious transactions indicating the purchase of a number of computers to furnish the office. Again, on the 14th July, 2018 and 24th July, 2018, he opened accounts with two (2) ghost names Amenyo Hope and Amenyesede Ahiable. By doing so, he secured loans for himself GHC3,000.00 and GHC5,000.00 respectively from the petty cash. Through similar documentations, the Accused person succeeded in embezzling various sums of money from the petty cash book. The Accused person admitted the offence and stated that he keyed in those fake transactions using his own password and promised to pay back the money.

The prosecution in discharging the burden placed upon it called four (4) witnesses as PW1, PW2, PW3 and PW4.

PW1 (Gershon Dorvlo) told the court that he employed the Accused person as the Branch Manager of Dzodze and after he had been given the requisite training. According to PW1, he also trained two (2) of his staff members, Michael Nyamador and Oscar Samuel Tuagbor to be Internal Auditor and Accountant respectively. They also went for further training programs at the Kasoa Credit Union Training Centre. It is the case of PW1 that when PW2 was preparing the monthly accounts, he detected that the Accused person had paid interest to a customer who had no fixed deposit with the Union and other wrongful transactions. So he ordered PW1, the Internal Auditor to audit the transactions of the Accused person and came out with his findings. After the fraudulent transactions, the Accused person could not further account for physical cash of

GHC1,105.58. The physical cash together with the wrongful transactions the Accused person made amounted to GHC32,962.58

PW2 (Samuel Oscar Tuagbor) testified as the Accountant at Winners Co-operative Credit Union Limited, Akatsi. PW2 told the court that on the 8th February, he was going through the system and detected that the Accused person had embezzled GHC32,962.58 from the petty cash allocated to him. So he reported to the manager who directed the Internal Auditor to audit the transactions of the Accused person. After the auditing, he was instructed to report the matter to the police.

PW3 (Michael Nyamador) testified as the Internal Auditor of Winners Co-operative Credit Union. PW3 told the court that he was instructed by the C.E.O. of the Company (PW1) to cross check how petty cash allocated to the Accused person was disbursed. According to PW3, he observed that the Accused person had fraudulently keyed into the system false transactions. That on the 11th July, 2017, the Accused person keyed into the system having purchased computers for the office to the tune of GHC6,200.00 which alleged computers were not found at the office and he could not where he kept them or produce official receipt to support his claim. Also, on the 27th July, 2017, he detected that the Accused person keyed in an amount of GHC3,800.00 for causing an announcement at a radio station but could not produce any receipt. On the 29th August, 2017, the Accused person claimed having serviced a generator for GHC5,825.00 with no receipt to support it. On the 8th November, 2017, the Accused person keyed into the system as having incurred cost of GHC2,405.00 for conveying a motorbike. Again, on the 24th July, 2018, the Accused entered having granted loan of GHC5,000.00 to one Amenyesede Ahiable which name was found to be a ghost

name. Also, on the 14th August, 2018, the Accused person created false account in the name of Amanyo Hope and granted a loan of GHC3,000.00 which he cashed himself. The Accused claimed to have paid interest of GHC1,660.00 to one Kuagbenu Dora which he cashed himself. On the 2nd August, 2018, the Accused person claimed to have paid interest on GHC987.00 to Alice Lumorvi which he cashed himself. On the 18th July, 2018, the Accused person claimed to have paid interest of GHC1,600.00 to one Patience Hlordzi which was also cashed by the Accused person. On the 2nd September, 2018, the Accused person handed over the administration of the branch to the new manager and a petty cash shortage of GHC1,105.58 was detected. PW3 further told the court that the Accused person admitted having engaged in all the above transactions and wrote a letter to settle same.

PW4 (Detective Chief Inspector Ebenezer Arthur) investigated the case. He relied on his Witness Statements together with the attached exhibits without any objection by the defence counsel.

After the close of the case of the prosecution, the court ruled that a prima facie case had been made out against the Accused person, and so he was accordingly ordered to enter into his defence.

THE CASE OF THE DEFENCE

The Accused person in opening his defence testified himself and did not call any witness to testify in support of his case. Led in evidence by his counsel, the Accused person told the court that he was employed by Winners Co-operative Credit Union and posted to Dzodze as the Branch Manager but cannot recollect the exact date he commenced work at the Dzodze branch but started working at

the Head Office on the 12th March, 2016. According to the Accused person, he served as the Dzodze branch manager for two and a half years. That on the 3rd September, 2018, he was transferred to the head office at Akatsi. It is the case of the Accused person that prior to his transfer to the head office, his books were audited on several occasions by PW3, the Credit Union three-member committee and external auditors. The Accused person told the court that no adverse findings were made against him. That all the auditors printed out every single transaction keyed into the computer system before the audit and that he did not see the audit reports. The Accused person further told the court that on the 8th November, 2017, he had an accident at the time so he was discharged from the hospital to stay at home for some time, and that it was the internal auditor (PW3) who took over the Dzodze branch in his absence. According to the Accused person, at the end of every month, the Accountants close the software to make sure transactions are keyed and backdated and so it was not possible for him to have access to the computer. That the only persons who had access were the Managing Director and the Accountant.

The Accused person added that he was at post one day when the Managing Director called him to his office. That when he got there, the MD was with the Accountant (PW2) and that they gave him a sheet of paper which PW2 had detected some transactions at the Dzodze branch Account and indicated the date he served as the branch manager. The MD asked him whether he knew anything about those transactions. According to the Accused person, he denied all the transactions and said that he did not make payments at the office as a manager but his cashier was the one who handled petty cash made payments so they should contact him. That the MD insisted that the cashier worked under him as a manager so if they discover anything at the branch, the branch manager is

supposed to know something about it. So they attributed them to him. The Accused person told the court that he asked PW2 immediately to print out those transactions for him from the system but he was unable to do that with the reason that at the transactions had been deleted from the system. So they gave him one sheet of paper to write the said transactions. It is the case of the Accused person that he told the MD that if the things were not in the system as they claimed, then there was no basis for accusing him of keying them into the system. When they insisted, he suggested that another external auditor should audit his Dzodze branch accounts again. So they agreed but then the MD said when the external auditors come, all their calls, accommodation, feeding, audit costs will be borne by him. The MD suggested that they wait for the auditors from the Credit Union Association of Ghana to do their next audit. That before that, he had to write a letter to pay the money if after the next audit he was cleared, then he will stop the payments and a refund made to him. According to the Accused person, they warned him not to disclose this to any third party, so it was based on this that he wrote the letter, i.e. Exhibit 'M'. That he did not know the MD had other plans, and on the third day, the police arrested him. The Accused person concluded his evidence by saying that the re-audit was not been done before he was arrested.

The legal issue that emerged for determination in this case was whether or not the Accused person dishonestly appropriated the sum of GH¢32,962.52 belonging to Winners Co-operative Credit Union Ltd.

BURDEN OF PROOF

The requirement of the law per Article 19 (2) (c) of the 1992 Constitution is that a

person charged with a criminal offence is presumed innocent until he is proved guilty or he pleads guilty. The article reads:

(2) *“A person charged with a criminal offence shall -*

(c) be presumed to be innocent until he is proved or has pleaded guilty”

The burden of proof in a criminal action therefore totally rests on the prosecution. The mandatory requirement that the guilt of the person charged ought to be established beyond reasonable doubt and the burden of persuasion on the party claiming that a person was guilty, has been provided for in sections 13 and 15 of the Evidence Act, 1975 (NRCD 323). Significantly, whereas the prosecution carries that burden to prove the guilt of the accused beyond reasonable doubt, there is no such burden on him to prove his innocence. At best he can only raise a doubt in the case of the prosecution. But the doubt must be real and not fanciful.

In *Republic v. Adu-Boahen & Another* [1993-94] 2 GLR 324-342, per Kpegah JSC, the Supreme Court held that:

“A plea of not guilty is a general denial of the charge by an accused which makes it imperative that the prosecution proves its case against an accused person When a plea of not guilty is voluntarily entered by an accused or is entered for him by the trial court, the prosecution assumes the burden to prove, by admissible and credible evidence, every ingredient of the offence beyond reasonable doubt”.

THE LAW AND EVALUATION OF THE EVIDENCE

Section 125 of Act 29 defines stealing as follows:

“A person steals who dishonestly appropriates a thing of which that person is not the owner”.

In the case of *The State vs. W. M. Q. Halm and Aryeh Kumi* Crim. App Nos. 118/67 and 113/67, 7 August, 1969; (1969) CC155, the court per Akufo Addo, C. J., Ollenu, Apaloo, Amissah JJ.A and Archer J stated the three essential ingredients which prove a charge of stealing under our criminal law as:

“(i) That the person charged must not be the owner of the thing allegedly stolen;

(ii) That he must have appropriated the thing;

(iii) That the appropriation must have been dishonest.” See also *Lucien v. The Republic* [1977] 1 GLR 351-359 at holding 2.

On the part of the defence, that is the Accused person, all that he needs to do by way of producing evidence is to raise a doubt as to his guilt. *Woolmington v Director of Public Prosecution* [1935] AC 462 is the locus classicus on this principle where the Appeal Court of England per Sankey LC expressed the view that:

“...while the prosecution must prove the guilt of the prisoner, there is no such burden laid on the prisoner to prove his innocence and it is sufficient for him to raise a doubt as to his guilt; he is not bound to satisfy the jury of his innocence.”

There is no dispute about the fact that the monies, the subject matter of the crime belong to the Winners Co-operative Credit Union Ltd. It is clear from the definition that a person cannot be guilty of stealing unless he is proved to have appropriated a thing in the first place.

Section 122 (2) of the Criminal and Other Offences Act, 1960 (Act 29) defines Appropriation as follows:

“An appropriation of a thing in any other case means any moving, taking, obtaining, carrying away, or dealing with a thing, with the intent that some person may be deprived of the benefit of his ownership, or of the benefit of his right or interest in the thing, or in its value or proceeds, or any part thereof”.

The prosecution’s task therefore is to adduce evidence beyond reasonable doubt that the Accused person herein appropriated his employer’s funds with the intent to deprive Winners Co-operative Credit Union Ltd of the benefit of its ownership of those monies, the subject matter of the charge of stealing. In other words, the Accused person dishonestly appropriated the monies of Winners Co-operative Credit Union Ltd. entrusted to him as its branch manager.

The prosecution supported the oral evidence of its witnesses with copious documentary evidence of the methods used by the Accused person to dishonestly appropriate his employer’s huge sums of money within the period under review as a branch manager of Dzodze. The defence flatly denied the contents of Exhibits ‘A’ to ‘J’ and forcefully suggested to the witnesses under cross examination that Exhibits ‘A’ to ‘J’ are computer print outs and unsigned.

The defence also suggested to PW1 that the letter written by the Accused person, i.e. Exhibit ‘M’ was obtained under duress. The following is part of what transpired when the defence counsel cross examined PW1 (the Managing Director):

Q. Exhibit M, that is the letter, you exercised undue influence over the accused person to write that letter.

A. It is not true. Not at all.

Q. But you invited him to your office when these things allegedly happened.

A. Yes, I did.

Q. You told him to write it and nothing would happen to him.

A. It is not so. I did not tell him that.

Q. Upon this letter, he was arrested by the police.

A. Yes My Lord. What happened was that when I invited him to the office, I showed him all the fraudulent transactions. I gave him all the cheques he had written for which he had signed and collected for use at the Dzodze branch. I gave him two days to do that, to examine all the cheques after sitting with him. He came and agreed that he had collected all those monies for use at the branch. After that, I have given him all the PVs that he had signed at the branches. He went through all and accepted those mistakes. Therefore I asked him about all the fraudulent transactions, as I stated in my witness statement. What he said was that he could not get any receipt as an evidence of buying those items, and there was no physical presence of the items he claimed he had bought. After that, I told him to put it into writing for our records. He didn't write under undue influence.

Q. I put it to you that you are not telling the truth.

A. I have told the truth.

Q. The accused person denied his involvement in any fraudulent acts.

A. It is not correct.

Let me put it on record that the audit and other accounting reports cover Exhibits 'A' to 'J'. Exhibits 'K' and 'L' are the Cautioned and Charge Statements. Exhibit 'M' is the Letter written by the Accused person.

It is obvious that the audit reports were not signed but that omission does not make them irrelevant.

Assuming without admitting that Exhibit 'M' (the Letter) was obtained under duress, the Accused person had another opportunity to give statements to the police. Why did the Accused person not deny the crime at the police station? He had the opportunity to give a Cautioned Statement to the police, and subsequently, a Charge Statement. In these two statements, the Accused person unambiguously admitted the offence. Let me reproduce the content of Exhibit 'M' below:

“WINNERS CO-OPERATIVE CREDIT UNION

P. O. BOX 218

AKATSI V/R

04/02/2019

THE CHIEF EXECUTIVE OFFICER,

WINNERS CO-OPERATIVE CREDIT UNION LTD

AKATSI V/R

LETTER IN SETTLEMENT OF MISAPPROPRIATED PETTY CASH

I write in relation to the above subject, with this letter I acknowledge that petty cash amounting to Thirty two thousand nine hundred and sixty two Ghana Cedis and fifty eight pesewas (GH¢322,862.58) of Winners Co-operative Credit Union Ltd have been misappropriated during my tenure as the branch manager in Dzodze between a period from 1st July, 2017 to 3rd September, 2018.

I solemnly pledge to pay the amount quoted above in instalment starting from 30th April, 2019 to 30th March, 2021, an amount of at least One thousand Ghana Cedis (Gh¢1,000.00) will be paid to Winners Co-operative Credit Union Ltd each month for the duration stated. I also want to state it clearly that the settlement will not be done with my salary as an employee of Winners Co-operative Credit Union Ltd.

However, in case of failure on my part to pay in any month, I and my guarantors will be jointly and severally liable to pay or face any legal action from the company.

Thanks.

ERNEST AGLAGO

SGD."

The following is what is contained in Exhibit 'K', i.e. Cautioned Statement of the Accused person given to the police on the 3rd February, 2019:

"I was employed in March, 2016 by the Winners Co-operative bank and posted to Dzodze to head the branch as a Manager. I met four (4) staffs namely Gabion Francis, Kutunga Ioy, Kodolo and one other whom I worked with. It is a banking procedure for management to release petty cash to the Manager of every branch to manage the Credit Union. I used my allocation to run the union as demanded by paying expenses and withdrawals of customers. On 08-02019, management of the Credit Union led by the complainant led police to cause my arrest for misappropriation of petty cash allocated to me to a tune of GHC32,962.58 (Thirty Two Thousand, Nine Hundred and Sixty Two, Fifty Eight pesewas). I went through myself and has no option than to admit that indeed I have appropriated the said amount. I noticed at the end of the financial year that the system petty cash is higher than the physical cash at hand, so to balance the system cash, I keyed in fake loans to balance the system cash at hand. I remember I again keyed in items such as computer, cost of casting announcement at Faafa FM airwaves, repair of office generator and motorbike conveying me from Dzodze to Akatsi on daily basis. Though not physically purchased to access but I only keyed in to balance the system cash balance. I have noticed that what I did was wrong and against banking rules and regulations. I beg to say that I will refund the amount for sleeping dogs to lie."

Exhibit 'K', i.e. the Cautioned Statement was tendered in evidence without any objection by the defence counsel. The defence counsel extensively cross examined the prosecution witnesses and attempted to discredit Exhibits 'A' to 'J'. The defence counsel suggested to the prosecution witnesses that the said exhibits were unsigned. When the police investigator, Chief Inspector Ebenezer Arthur (PW4) mounted the witness box, not even a single question was asked by the defence counsel concerning Exhibit 'K'.

Surprisingly, after the case had ended, the defence counsel in his Written Address attempted to discredit Exhibit 'K'. At page 12 of the 13-page Written Address attacking the Cautioned Statement of the Accused person, the defence counsel submitted as follows:

"Accused's Caution Statement & Letter on Misappropriation of Petty Cash

And now to the accused's caution statement and the letter he wrote admitting the misappropriation of petty cash.

With the greatest respect it is my humble submission that these two pieces of evidence are only part of the case of the prosecution. These do not however absolve the prosecution of its burden to establish a case against the accused beyond reasonable doubts. This principle was enunciated in the case of the State Vrs. Owusu and Anor. [1967] GLR 114 when the Honourable Court stated as follows:

"Confession does not absolve prosecution of the duty to prove guilt of accused person beyond reasonable doubts. An extra-judicial confession by an accused that a crime had been committed by him did not necessarily absolve the prosecution of its duty to establish that a crime had actually been committed by the accused. It was desirable to have, outside

the confession, some evidence, be it slight, of circumstances which made it probable that the confession was true."

Also at page 13, the defence counsel submitted as follows:

"Regarding the alleged confession of the accused as contained in his caution statement the case of the State Vrs Owusu & Anor has clearly established the need for the prosecution to adduce evidence outside the said confession which would make it probable that the confession was indeed true. This, the prosecution has failed to do."

The understanding of the defence counsel's submission above is that the Accused person indeed confessed to the crime by his Cautioned Statement, i.e. Exhibit 'K' but because the prosecution could not adduce any evidence outside the confession statement to authenticate the said statement, the confession is not true.

With all due deference to the learned defence counsel, that is not the position of the law regarding confession statements. I refer learned counsel to the case of Ekow Russel v. The Republic [2016] 102 GMJ 124 SC, where Akamba JSC pronounced on the essence of confession statements in criminal prosecution as follows:

*"..... A confession is an acknowledgement in express words, by the accused in a criminal charge, of the truth of the main fact charged or of some essential part of it. **By its nature, such statement if voluntarily given by an accused person himself, offers the most reliable piece of evidence upon which to convict the accused.** It is for this reason that safeguards have been put in place to ensure that what is given as a*

confession is voluntary and of the accused person's own free will without fear, intimidation, coercion, promises or favours" (Emphasis mine)

A careful scrutiny of the Cautioned Statement shows that it was taken in compliance with section 120 of the Evidence Act, 1975 (NRCD 323). That is, there was an independent witness present. In our criminal jurisprudence, when such an objection to the Cautioned Statement which contains confession or admission is raised, the procedure is to conduct a voir dire (Mini Trial) to determine its admissibility. However, as stated earlier in this judgment, no objection was raised to this statement when PW4 mounted the witness box as I have stated earlier. By this, it is deemed that the defence has acknowledged, sub silentio, that material evidence by failure to cross examine.

The court finds the defence of the Accused person as an afterthought and misconceived.

It is also interesting to note that the defence throughout the trial never talked about or asked a question on the Charge Statement, i.e. Exhibit 'L'. It is therefore not surprising to see that the 13-page Written Address did not capture same. The Charge Statement given to the police by the Accused person on the 11th February, 2019 read as follows:

"I admit that I keyed the loans when I realized that my petty cash is not balancing as an interim solution to the problem as I investigate the cause of the imbalance. I have to admit that all these transactions took place at the time I was the branch manager but they were not brought to my notice at the time of auditing me."

The intention of the Accused person to dishonestly appropriate his employer's funds can be deduced from how the appropriation was done by his own statements to the police. For instance, during cross examination, the prosecution pointed out the exact appropriation done by the Accused person as contained in Exhibits 'A' to 'J' even though the Accused person denied all. For the avoidance of doubt, I reproduce part of the cross examination of the Accused person by the prosecution on the 20th July, 2022 as follows:

Q. On Exhibit 'C' number 401 you keyed into the Credit Union computer system that you repaired office generator at a cost of GH¢ 5,825.00 and issued cheque while you cashed the money yourself.

A. That is not true. I didn't key anything into the system. Branch managers we do not issue cheques. All petty cash is handled by the cashier. All documents are there. The external auditors checked through all these payments. I was not queried as well.

Q. On Exhibit 'A', No. 58, you keyed into the Credit Union computer system that you bought IT Equipment to wit one computer at a cost of GH¢ 6,200.00.

A. That is not true. The Credit Union runs an impress system so whenever cash is given to the branch, we make payment from that cash and key them into the system. When that cash reaches a level, we report to the head office that we are short of cash. The internal auditor is in charge of writing cheques to the branches, and crosschecks all the expenditures made. He confirms that those expenses have been made before issuing cheques to the branch. We receive cheques two times in a week. Expenditure on assets are not allowed to be made by the branches. The head office is in charge of assets of the branch.

Q. In Exhibit 'B' you keyed into the computer system that you caused announcement at B-Tech Company at a cost of GH¢3,800.00.

A. That is not true. It is false. Announcements and all the radio issues are done by the head office. I want to state that at the end of every month, the

branch managers meet the board members including the MD at a meeting, where we submit comprehensive report to the Board. Income and Expenditure is captured in this report. All are scrutinized at the meeting. That report is printed from the system, and presented to the board.

Q. In Exhibit `D' you keyed into the computer system at No. 847 that you carried a motorbike for repairs at the cost of GHC 2,405.00.

A. That is false.

Q. The payment was done on Exhibit D1.

A. This particular expenditure was alleged to have been keyed into the system at a time I was hospitalized because I had accident. Micheal Nyamador was the Acting Manager then.

Q. On Exhibit E', you keyed into the computer system you paid interest on Fixed Deposit to Kuagbenu Dora an amount of GHC1,600.00

A. That is not true.

Q. The money was paid in Exhibit E1.

A. That is not true.

When the Accused was further cross examined by the prosecution on the 24th August, 2022, the following is part of what transpired:

Q. On Exhibit F, No. 228, you keyed into the computer system that you paid interest on fixed deposit of GHC 1,660.00 again to Madam Hlordzi and issued cheque dated 18/07/2018 same captured on Exhibit F1.

A. That is false. At the time this issue came, my own checks revealed to me that this particular customer, Patience, is in Akatsi Head Office. She has an account with the Head Office. That is where she does her business and made the deposits. So the deposits details are at the Head Office, not Dzodze. Patience was in Akatsi had a fixed deposit, I was in Dzodze.

Q. On Exhibit G, No. 350, you keyed into the computer system that you paid interest of fixed deposit of GHC987.00 to Alice Lumorvi and issued cheque dated 2/8/2018, as captured in Exhibit G1.

A. That is not true. Again the name Alice Lumorvi is a customer in Akatsi, not Dzodze. All her dealings are at the Head office. The fixed deposit details are at the Head office. I don't know anything about this interest on fixed deposit.

Q. Management later found out that Alice was not a customer of Dzodze but Akatsi branch.

A. That is true.

Q. On Exhibit H, No. 436, you keyed into the computer system that you paid interest of fixed deposit of GHC1,380.00 to Afatsawu and issued cheques dated 11/8/2018 and same was captured as Exhibit H1.

A. That is not true. I have no knowledge of such transaction, neither was my cashier. At the end of that month, the internal auditor after going through all our transactions did not accuse our branch of such an expenditure, neither did they query me nor the cashier who makes the payment.

Q. On Exhibit J, you granted loan of GHC 5,000.00 from the petty Cash to Amenyesesde Ahiable and issued cheque dated 24/7/2018.

A. All loans in the system are genuine loans. This particular loan has been brought to the attention of the loan officer at the time of the application. So all the initial loan cheques was done by the loan officer at the Head office. The approval of that loan is done by the committee after the appraisal. After the approval the MD is the one who authorized payment of such loans. Finally, when the cheque is issued to us from the Head office, it is my cashier who does the payment to a particular customer. All the payments she does, the person taking the money signs the loan PV as proof of collection of the loan and that has been audited when I was at the office.

Q. In Exhibit J1 you granted loan of GH¢3,000.00 from the petty cash to Amanyo Hope, and issued cheque dated 14/8/2018.

A. All loans in the system are granted by the Head office, the branch. The loans committee are responsible for the loans approval. The MD authorizes payment after approval of the loan. Whenever the cashier pays loans she keys them into the system, neither me nor the cashier has access to approve the loans in the software. The Accountant Samuel Tuagbor is the one who finally approves all loans keyed by the branch into the system.

From studying the entirety of the evidence adduced at the trial and from the analyses I have made so far, I do not hesitate in stating that the prosecution adduced sufficient evidence in proof of the charge of Stealing against the Accused person. The essential facts that point to the guilt of the Accused on the charge of Stealing have been proved by the prosecution beyond reasonable doubt. The defence or explanation of the Accused person is infantile and an afterthought and does not throw any doubt on the evidence on record. In line with the above, I find the Accused person herein guilty of the offence of Stealing, and he is accordingly convicted.

SENTENCING:

In sentencing the Accused person, I take into consideration of the submission of plea for mitigation made by his counsel, and the fact that he is a first time offender and also a young man. In his position with his employer as the branch manager, in particular where all the responsibilities of the company's accounts (petty cash) in the Dzodze branch had been entrusted to him, it is expected that he would exhibit some level of integrity. We live in a country where non-banking financial institutions are struggling to survive. I am also aware of the high rate of unemployment in this country. If such a company collapses, many people are

going to be jobless, not forgetting the hardship the dependents of these workers would go through. The offence committed by the Accused person is very grievous and deserves a deterrent and exemplary punishment. In the circumstances, I hereby sentence the Accused person herein to serve a prison term of Five (5) years In Hard Labour.

This case is a wake-up call to the financial institution involved and must take the appropriate steps to block all the loopholes in their financial management.

.....
ISAAC ADDO
CIRCUIT JUDGE
13TH OCTOBER,

2022