

IN THE SUPERIOR COURT OF JUDICATURE, IN THE HIGH COURT OF JUSTICE, FINANCIAL & ECONOMIC CRIME DIVISION 2 HELD IN ACCRA ON THURSDAY THE 13TH DAY OF JUNE, 2024 BEFORE HER LADYSHIP JUSTICE AFIA SERWAH ASARE-BOTWE (MRS.) JA SITTING AS AN ADDITIONAL HIGH COURT JUDGE

SUIT NO. CR/0198/2022

TIME: 12:06P.M.

THE REPUBLIC

CERTIFIED TRUE COPY

VRS.


REGISTRAR
HIGH COURT
CRIMINAL COURT
LAW COURT COMPLEX

12/6/24
ACCUSED PERSONS

1. CASSIEL ATO FORSON
 2. SYLVESTER ANEMANA (DISCHARGED)
 3. RICHARD JAKPA
-

A1 PRESENT

A2 DISCHARGED

A3 PRESENT

MRS. YVONNE ATTAKORA OBUOBISA (DPP), FOR THE REPUBLIC PRESENT WITH MR. RICHARD GYAMBIBY (PSA) BEING LED BY HON. ALFRED TUAH YEBOAH (DAG)

DR. ABDUL BAASIT AZIZ BAMBA FOR A1 PRESENT WITH MR. GODWIN K. TAMEKLO

**MR. THADDEUS SORY FOR A3 PRESENT WITH MR. BAFFOUR
GYAWU BONSU ASHIA AND MR. EBENEZER APPIAH**

BY COURT

Ruling read in open court. The Pen drive is admitted and marked as **Exhibit 9 for A1.**

A3 REMINDED OF HIS FORMER OATH

FURTHER CROSS EXAMINATION OF A3 BY DR. BAMBA

Q: How many times have you met the Hon. Attorney General to discuss this case since your arraignment sometime in December, 2021?

A: We have met 4 times and the 4 times that we have met, on the pen drive that is tendered in, we have the audio and also the WhatsApp chats and so it is not only the audio. The WhatsApp will also indicate the number of times.

Q: When was the first time you interacted with the Hon. Attorney General in the instant proceedings?

A: That was 16th February, 2022.

Q: And this was before the prosecution closed its case and a plea-bargaining process was initiated, that is correct?

A: Yes, that is correct.

Q: So, it is not true if somebody were to accept that the Hon. Attorney General only engage with you following the commencement of the plea-bargaining process?

A: That is never true. In fact, the commencement of the plea-bargain arrangement took place just last year if my memory serves me right but we have met about twice in 2022 in February and also in July and the plea-bargaining was somewhere around middle 2023 and so it could not be possible that we never met before the plea-bargaining.

Q: And you had face-face meeting with the Hon. Attorney General?

A: Yes my lady in the night.

Q: What time in the night?

A: The first meeting was around somewhere 11:30 in the night and the second meeting which was somewhere in July.., in fact I need to refer to the whatsapp to confirm but I know it was in July and that one too was around 10:30 past 11. Mostly we meet after 10 pm or between 9pm to 10 pm.

Q: This cousin that you have just referred to is a Supreme Court Justice in the name of Yoni Kulendi, is that correct?

A: Yes my lady.

Q: What was the purpose of this meeting you had with the Hon. Attorney General?

A: The first meeting, I requested for the meeting. I sent a WhatsApp to him and I requested to have a private meeting with him at a time and venue of his convenience, then he replied that he will arrange the meeting through my brother who is the Supreme Court Justice. So that particular day in the night I was called and I proceeded to his house and I met him. And the purpose was for me to explain to him the whole story, the genesis of the project and why I think that the charges he is preferring against me was unfounded and he was being misled because there was a new government and this project has been going on since 2010. So, I had enough time to explain to him the whole project and then after explaining he told me that if that is the case, you are just a mere agent and a mere agent you cannot be responsible for your principal and in any case, we will deal with it, so I should not be worried and I will surely be acquitted at the submission of no case so I should not worry about it. So that was the first meeting we had. Then the second meeting in July, I was called, I went home again and met him, then he said he learnt that I offered some documents to EOCO in 2017 and I had a lot of documents so if I could share some with him and I said yes, I have documents and luckily for me I have scanned them in my phone. So, after we had had a lot of discussions, I sent to them to his WhatsApp and in fact I still have the evidence on my phone and I have also sent it on the pen drive.

Q: Have a look at this document and tell the court whether it contains WhatsApp chat between you and the Hon. Attorney General?

A: Yes, my lady.

Dr. Bamba: My lady we want to have it tendered in evidence.

By Court: Any objection?

Mrs. Obuobisa: My lady we have not been served but it can go in for what it is worth.

BY COURT

The WhatsApp chat is admitted into evidence and same is marked as **Exhibit 10 for A1.**

Q: During your interactions with the Hon. Attorney General, he made it clear to you that you would be acquitted and discharged at the submission of no case stage?

A: Yes my lady.

Q: From your interactions with the Hon. Attorney General, it became clear to you, that you are not the target for this prosecution but A1?

A: Yes but the second meeting which was in July when he requested for the documents from me, he told me that everybody knows that his target is A1 and as for me, I was just added so that it will not be like A1 is being witch-hunted but I said "you are causing me financial headaches and destroying my reputation" and these charges had destroyed my reputation both international and local because I deal in international businesses and he said no problem and I should not

worry and that at the submission of no case stage, I will be discharged and that was the discussion we had in 2022.

Q: And you believed these assurances by the Hon. Attorney General that you would be set free and you cooperated with him in this matter?

A: Yes, and if I may add, I believed him and I gave him the documents that he was requesting for which are on my WhatsApp including the addendum to the main contract signed by government and Big Sea in tandem with Exhibit V.

Q: And you gave him the addendum before prosecution closed its case, is that correct?

A: Yes, my lady.

Q: Can you tell the court the other documents you forwarded to the Hon. Attorney General besides the addendum?

A: I gave him a letter dated 20th February, 2015. I also gave him a letter which was a letter from the Former Minister of Health, Hon. Alex Segbefia who had nominated government officials to proceed to Dubai to Big Sea for Dispute Resolution which led to this addendum. Also, I forwarded to him the invitation letter from Big Sea to the government of Ghana based on which the nomination personnel were sent to Dubai and I also forwarded to him the final addendum of the main contract as a result of Dispute Resolution which took place in Dubai which contained obligations for Big Sea and

he

obligation for government in the implementation of the addendum to the main contract. These were the documents I submitted to him. You may want to know why I gave these specific documents and it was that I wanted him to read them and realize that all the problems that started from the inception of the project till the time the new government of NPP took over had been resolved through the dispute resolution clause in the contract (i.e. Exhibit V) which led to the addendum signed by both parties and all that was left was for his government and his Minister of Health to implement the addendum in order to save the government any debt that might be coming from us to government and that there was no any financial loss by anyone except his government that took over from 2017 and has refused to implement the addendum from the previous government. So, I told him if there was any financial loss by the time they implement the addendum, that financial loss would have been occasioned by his then Minister of Health, Hon. Agyemang Manu for all these years. It was then that he told me he was going to read through all these documents and that I should not worry, I will surely be discharged at the submission of no case.

Q: So, in this court's ruling in the submission of no case as well as its ruling on 6th June, 2024, it is stated that it was settled that the ambulances in the state that they were delivered could not serve any useful purpose. Under the terms of the contract, when were the ambulances to be handed over to the Ministry of Health and to be used as ambulances.

A: Per the contract, letters of credit (LC) was supposed to have been established immediately upon the signing of the contract but the

government of Ghana reneged and breached and would be handed over to the government of Ghana, is that correct?

A: Yes, and to explain this question, I want to have Exhibit 14D for A3.

By Court: Exhibit 14D for A3 is given to A3 to refresh his memory.

A: As I earlier said, the LC for the contract was supposed to have been established immediately upon the signing of the contract in December 2012 but it was never honored by government which resulted in the breach in Exhibit V. Big Sea waited for two years for government to honor that part of the contract but government never did so Big Sea through their lawyers served government 30 days' notice to sue for judgment debt in 2014.

The Attorney General as at that time perused all our documents submitted, issued a legal opinion to the Ministry of Health and Ministry of Finance compelling them to honor their international contractual operation so the LC was finally established in 2014 somewhere around August thereabout.

By that time, the first delivery of the ambulance which was supposed to be in 2013 had elapsed according to the contract. So a new delivery schedule was arranged because of the hiatus which was occasioned by government over two years in breach of the contract which is Exhibit V. So production started after the LC had been established with new delivery schedule and when the first batch of the ambulances were ready, as per Exhibit V which is the contract,

it was mandatory for my principal, Big Sea to notify government 7 days prior to shipment of the ambulances to Ghana to come to Dubai and undertake pre-delivery inspection and the purpose for the pre-delivery inspection was for government to ensure that all specifications agreed upon in Exhibit V were met but government waived its right to under that pre-delivery inspection and that right was waived by the Former Minister, Hon. Sherry Aryeetey who had written to Big Sea to stop production and that, the new government was not interested in the ambulances and that the new government had different priorities. Because of this letter that the former minister had written to Big Sea, they refused to undertake the pre-delivery inspection and this assertion I am making is confirmed by A2 in his caution statement which I have already read in this court.

So after the production of the first batch, Big Sea deemed it necessary to ship ambulances because Big Sea had used its own resources and money to produce the ambulances with only an LC as a security comfort with condition precedent for Big Sea to meet before Big Sea could be paid after investing their own money to produce the ambulances. So Big Sea shipped the ambulances after the expiration of the 7 days to the buyer which is the government of Ghana and in doing so, they accompanied the shipment with Exhibit 14D for A3. I want to read the relevant part to the court from the second paragraph. (A3 reads to the court).

What this letter meant was that, the ambulances are under warranty and until their handed over, commissioned and government paramedics trained on the usage of the equipment and the ambulances by the technical staff of the manufacturer, the warranty

would be void so government understood this letter very veery well and they cleared the ambulances from the Bort, put them in safe place in compliance of this letter. So, the claim by the prosecution and my lady in her ruling that all parties have agreed that the ambulances were not fit for purpose were factually inaccurate.

A3 has never accepted or admitted in this court that the ambulances were not fit for purpose because they were not meant to be used in the first place and the post-delivery inspection report that declared them unfit for purpose is alien to Exhibit V and was not signed by both parties as stated in Exhibit V to be biding on Big Sea and by extension, Jakpa@Business. That post-delivery inspection was conducted unilaterally by the buyer in breach of Exhibit V in order to cover up for the various breaches on government's part notably their refusal to undertake the pre-delivery inspection.

It was orchestrated to discredit and sabotage the ambulance project which unfortunately has led to this court proceedings since 2022 even though all those mischiefs that were orchestrated have been resolved by the invocation by the dispute resolution clause honored by both parties, negotiated by parties which culminated into an addendum way back in 2016, signed by both parties and binding on them up to date.

Q: So, the training of the government personnel on the use of the equipment in the ambulances as well as the handing over of the ambulances by Big Sea to government of Ghana has not taken place?

A: No, my lady. That aspect of the contract has not yet been executed

Q: So, any question about the ambulances not being fit for purpose or operation is completely premature?

A: Yes, my lady. It is totally premature and government was supposed to renew the LC for the first 50 ambulances that had been established in 2014 which the date had expired and government needed to renew it so that 20 more ambulances could have been produced to make it up to the 50 of the first tranche of the four tranches that was originally expected of the 200 ambulances. Then government after the handing over of the first 50 ambulances could have chosen to undertake their post-delivery inspection if they so choose, by then it would have not been binding on Big Sea because it was not in Exhibit V.

Q: Are you aware whether the government at any time had informed Big Sea or Jakpa@Business that they wanted to use the ambulances?

A: Never.

Q: So any claim by the prosecution that the ambulances are not fit for purpose, then I suggest to you that it is very mischievous

A: Very mischievous and it was deliberately orchestrated allegation to sabotage the ambulance project since it originated from the previous government and I say this because, on assumption of governance by the current government in 2017, I personally went to the office of the Minister of Health, Hon. Agyemang Manu and implored him to take steps to clear the accessories because all the issues surrounding the

ambulances implementation problems had been resolved by his predecessor, Hon. Alex Segbefia before He, Hon. Agyemang Manu took office and I showed him the letter and that is Exhibit 18 for A3. So, I showed Exhibit 18 for A3 to Hon. Agyemang Manu and with the permission of the court, I want to read it. (A3 reads to the court).

This letter is the last letter that solved all the problems that we had in this ambulance project right from 2012 up to 14th December, 2016 before this current government took over power. The current government was to implement this letter and to also implement the addendum which solved all the problems of the ambulance project and also the court's order instructing government to establish the rest of the LC for the 170 ambulances in the name of Jakpa@Business Limited and not in the name of Big Sea.

I showed this letter to the Minister of Health, Hon. Agyemang Manu and made it clear to him that there was no issue about this ambulance handed over by the previous government to the new government and that the previous government had taken steps to rectify and solve all the implementation hiccups that was occasioned by the Minister of Health, Hon. Sherry Aryeetey and the Minister of Finance, Hon. Seth Terkper and all that was left was for this new government to implement these two documents and the allegations they were levelling on all their radio stations was much ado about nothing and all that was left for he the Minister of Health, Hon. Agyemang Manu to proceed and implement the letter Exhibit 18 for a3 and the addendum to the main contract. The Minister of Health, Hon. Agyemang Manu (PW3) told me in my face that he has seen the letter (Exhibit 18 for A3) in the Ministry and that I must

understand that this is a new government and the ambulance case had been taken out of his hands and it is now being handled by his party's headquarters and that they are also going to get their businessmen to order new ambulances so that they can make money for their businessmen so NDC will have to come back and clear their mess. And true to it, he refused to implement these two documents and they went ahead and ordered the same Mercedes Benz Van 311, the same brand, the same model and got a third-party company because Mercedes as a manufacturer does not produce ambulances, they only produce vans.

A third-party company which converts vans of any manufacturer in the world into ambulances like Big Sea also converted these Mercedes Benz vans into ambulances, shipped them to Ghana. They stayed in Ghana for one whole year parked awaiting for their accessories to also be shipped which was eventually shipped and fixed them in Ghana and distributed them which are now roaming on our streets which is no different from the ambulances that Big Sea had shipped and the accessories also shipped since 2016 and abandoned at the Port for almost 8 years so the claim can be made that Big Sea ambulances are empty trotro.

Q: So Exhibit V which is the ambulance contract is a CIF contract, is that not so?

A: Yes my lady.

Q: And the government of Ghana was supposed to clear the ambulances, the accessories and the medical equipment everything coming with the ambulances, is that not so?

A: Yes my lady. In international transactions, when you are buying goods from a different jurisdiction, you are either going into a contract for a Free on Board (FOB) or Cost Insurance and Fixed Terms (CIF). The CIF contract terminates at the Port of destination and the FOB terminates at the port of origin or the warehouse of the manufacturer which either way you may sign the contract.

In this our current contract in dispute (Exhibit V) government opted for CIF to Tema Port and once the goods are delivered to Tema Port, it is now the obligation of the purchaser to initiate all clearing procedures, paying the necessary taxes to have its goods. It is no longer the duty of the shipper or manufacturer or its agent to clear the goods for the purchaser. These are international trading terms.

Q: And since all the accessories with the 30 ambulances arrived at the Tema Port, the government of Ghana has refused to clear the accessories?

A: Yes they have refused deliberately for political convenience.

Q: And Big Sea has made it clear to government that the moment government clears the accessories from the tea Port, they are ready to install the 30 ambulances, do the training and hand over the ambulances to governments for its use.

A: That is so my lady and it is in the addendum (that is Exhibit AF1). In Exhibit AF1, obligation by Big Sea. (A3 reads to the court). There were still 20 ambulances at the Port that needed to be cleared. This is the addendum signed by government of Ghana and Big Sea. Big Sea honored Clause 1 of the addendum and Ghana government has refused to honor Clause 3 of the addendum under obligation by Ghana Ministry of Health which is the clearance of the medical equipment for the ambulances will be done by the Ghana Ministry of Health and that clause is mandatory as I speak to you now, they have not honored this clause 3 and that is why we are all here.

Clause 2 of the obligation by Big Sea after Big Sea had complied with clause 1 which shipping the accessories, Government of Ghana is supposed to comply with clause 3 to clear them. Then Big Sea will then comply with clause 2 which is Big Sea will send a technical team to Ghana when this equipment arrives.

As we speak now, government has not cleared the accessories. Big Sea is on stand by for all these 8 years waiting for government to clear them so they can fly down to install the additional accessories. Train the paramedics on the usage and hand them over to government for the commissioning. If government decides to finally honor this clause 3 of its obligation under the addendum which is clause 3, Big Sea once notified will send down their technical team to install the additional accessories so Big Sea is on standby awaiting government.

Q: You have been doing business with government, is that correct?

A: Yes.

Q: And you are familiar with payment processes at the Ministry of Health?

A: Yes my lady.

Q: You are aware that no Letters of credit can be set up for any government contract without the approval of Ministry of Finance?

A: Yes I am aware. No letter of credit can be established without the authorization seal of the Minister of Finance.

Q: Look at Exhibit A and tell the court whether you see the authorization seal of the Ministry of Finance on Exhibit A?

A: Yes my lady. I see the authorization security seal on the letter requesting the Governor of Bank of Ghana for the establishment for an LC.

Q: There is a piece of writing at the side of the authorization seal, can you read that?

A: Yes my lady. I need a magnifying spectacle to be able to read.

By Court: A3 is granted permission to use his phone to enable him read the writings on the seal.

A: It says Hon. Minister of Finance and on the opposite side of the seal, it is very faint.

Mr. Sory: My lady I will like to pray the court to leave. Mr. Appiah will hold my brief.

By Court: Mr. Sory is granted permission to leave.

Q: I am suggesting to you that the security seal together with the writings at the sides of the security seals clearly indicate that the Hon. Minister of Finance then, Hon. Seth Terkper expressly approved Exhibit A.

A: Yes and no doubt because in my dealing with MOF over the years, each time any of my companies raise a certificate of payment for work done or services rendered, most often the substantive Minister of Finance is not around. He is either at cabinet meetings, gone out of the country for international financial engagements on behalf of the country so the Chief Director or any of the two deputies write the letters for payments but those letters in themselves cannot authorize Controller or Bank of Ghana to debit government accounts.

The secretaries for the Chief Director or either of the two deputy ministers will send the signed letters of their respective bosses to the office of the substantive Minister of Finance's secretary. The substantive Minister of Finance's secretary will then confirm from the Minister of Finance himself. Upon the approval and authorization of the Minister of Finance himself, the confidential secretary of the Finance Minister will bring a machine that contains the

authorization security seal of the Minister of Finance affixed on the letter before Controller and Accountant General's Department (CA&GD) or Bank of Ghana (BOG), either of them can proceed to implement the said letter. Without the authorization security seal of the substantive Minister of Finance, CA&GD or BOG will not act on any letter instructing them to debit any account of Ghana both local and international.

This is a security measure put in place to ensure that it is only the Finance Minister of Ghana's explicit authorization and approval and knowledge can Ghana's consolidated account be debited for payment for any work done or services rendered to any MMDA. I have always followed up on payments for my other companies that rendered services to government and this has been the procedure.

Whether the Minister of Finance is in Ghana or he is out of the country, he is indisposed, government works goes on because of the security seal that must be affixed on any letter that is going to debit government of Ghana account

Q: You will agree with me that the key officers in MMDAs appreciate the significance of the authorization seal of the MOF including the office of the Attorney General?

A: Yes including the office of the Attorney General because there is no Ministry even including the office of the President. Letters signed by the President or National Security Minister that contains an authorization security seal affixed on their letter. It is only the Minister of Finance whose letters for establishment of LC or

payments of any kind comes with authorization security seal affixed on it.

This security seal issue came up on the 25th of March, 2024 which was on a Monday. My lady issued a Bench Warrant for my arrest on a Thursday which was 21st or 22nd. On Tuesday, I had come to court and dismissed my lawyer. I want to say that I disposed off the services of my lawyer and that was on a Tuesday. Then on Wednesday, my lady said I should come back for the proceedings so that on Thursday I can continue with my evidence.

I came on Wednesday for the proceedings and my lady saw me in the afternoon and was chastising them for keeping me waiting. I got home and in the night, I had stomach and chest pains so I was rushed to the hospital and was admitted. The following day which was Thursday and I was supposed to come to court, I could not come to court and other things happened and a Bench Warrant was issued for me.

EOCO came to hospital which was Friday to effect the arrest to honor the Bench Warrant. They came and saw my condition and could not effect the arrest and went back. I was discharged that evening and I went home on excuse duty and I was to come to court on the following Tuesday. On that Monday night which was still on the excuse duty, around 10:57, I got a call from my cousin, Justice Yoni Kulendi that the Hon. Attorney General wanted to talk to me so he handed his phone to the Hon. Attorney General. He asked how I was doing with my health and I said I was doing well. He then asked whether I will be coming to court the next day and I said I will be

coming. Then he said since I am not well, this should be very quick and that he needed my cooperation and I asked him what type of cooperation.

In fact, before he answered the question, he said I was very fantastic in court in defending myself and that I broke down the contract for everybody in the court to understand the contract so I thanked him for the compliment. Then he said, first it was about Sherry Aryeetey's letter that he objected to and wanted to tender it through me but the Judge refused and rejected it and I said I remember. He then said that I should not talk about that letter. Then I said, my brother, that letter is an important letter that I must refer to. Then he said I should hold on and that he was not talking about only that letter and I said okay.

Then he said he will be presenting to me during cross examination cabinet approval letter, parliamentary approval letter and he will be asking me leading questions and all that I needed to do was to confirm to them. And I said my brother, I cannot just be confirming letters for you without me interpreting the letters for the court to understand so I told him that I will be interpreting all letters the way I understand them and not that I will only be interpreting the letters, but I will also be bringing up an issue that Hon. Seth Terkper did not mention when he asked him to provide evidence for authorizing A1, Hon. Ato Forson to sign that LC letters then he said what is that.

Then I said there is a security seal on the letters and that it was only Seth Terkper (DW3) for A1 that could have authorized those security

seals to be affixed on those letters and those security seal machines are not in A1's office.

Then he quickly said that 'No, No, No, do not talk about those security seal. Seth Terkper did not talk about those seal issues. A1's lawyers have also not spoken about it so if you bring that seal issues, you will create problems for me and I said my brother, I cannot be economical with the truth so I am going to talk about that seal so he was not happy. We exchanged words after I insisted I was going to bring the issue of the seal for everybody to know about it so I was getting angry so I told him to hand over the phone to my cousin because I did not want to talk to him again and I was getting angry so Justice Kulendi after receiving the phone from Attorney General, asked me to come home and I said it was passed 11:30 midnight and the following day, I was supposed to be going to court. He insisted I come home and I said I do not want to come and meet the Attorney General in his house. He assured me the Attorney General was just leaving and I will not meet him.

I sat in my car, drove slowly and I got to Justice Yoni Kulendi's house around 12:20 -12:30a.m and that was 25th March, 2024 to 26th March, 2024. As soon as I entered Justice Yoni Kulendi's hall, to my left was seated the Attorney General so I panicked and I stopped at the entrance and I said "why is he still here because I said I did not want to see him". Then he said after talking to me, they had other legal discussions which kept the Attorney General till I arrived so I told my cousin that this was an ambush and I did not like it. Justice Kulendi insisted I sit down so I sat down. Justice Kulendi was facing directly in front of me and the Attorney General was to my left.

As soon as I sat down, the Attorney General got up and walked to me and he saw I was very very angry because I had earlier told him a lot of unpleasant things on the phone that I do not want to mention here so he got to me and said "my brother, all I am saying, just cooperate with me and you are going to be acquitted". And I said I cannot trust anyone of you here and my cousin got angry because I said I cannot trust anyone in the room. He asked me why I was saying that. Then I said before the submission of no case, two of you had assured me that I was going to be discharged but he the Attorney General argued against my submission of no case after I had given him documents he demanded from me and did not honor his part of the bargain.

Then the Attorney General jumped in and said "my brother, you know I do not run the office alone". When they submitted their position against the submission of no case, I could not say No because I do not work alone at the office of the Attorney General so I asked him, if you cannot fulfill your promise to me in your own office, how can you guarantee that I can be acquitted at the final judgment since you cannot control your own staff in your office? How can you control the Judge if she decides to bang me in, then I will have to be appealing from Nsawam. Then he said everything has been arranged and that I should not worry about that. Then I said No, I will fight you and the judiciary to the last drop of my blood so I was getting angry because they had betrayed me.

So, I told him that I cannot allow this case to go to its logical conclusion as he is expecting me to do without fighting for my liberty because he is a witness to how hostile the Judge is to me from the inception of the trial to date. Then he told me that, I should not worry

about the Judge and that everything had been arranged and I said I cannot cooperate with him. All these while, he was still standing on his feet while I was seated. It was then he told me, my brother, I am under pressure and I said that was not my business. Then he said, look "The Finance Minister, Ken Ofori Attah and the President are on my neck mounting pressure. They want this case to finish by first week in May so I asked him why first week in May? Then he said you may not know but according to the constitution, you cannot have a by-election six months to a general election so if I can cooperate with him and they can just get Hon. Ato Forson (A1) just one month in Nsawam, his seat will be declared vacant and they will go for a By-election. So I told him that, going for By-election at Central Region, how are you sure you are going to win the By-election. Then he said, Central Region, they are cheap, we will pump money on them and we will win that seat. NDC will come and beg us for pardon and we will use it to get our things to go through in parliament so I asked him "this is the reason why you want me to cooperate?"

So I said this is about control of resources and political power. You people have cancelled all my contracts. You have destroyed my businesses and you now want me to cooperate with you so you can hold on to power and resources and I said as for that, I will not do it. So he walked back and sat in his seat so we had another verbal exchanges in front of Justice Kulendi which were very unpleasant ones. So he got angry, got up and said he was leaving and that was around 1:30a.m. of 26th March, 2024 and that particular morning, we were to come to court on that 26th March, 2024.

So as he got up to go with anger, I also got up that I was also going and my cousin said I should sit down so I sat down and he went and saw off the Attorney General. He came back to the hall and had about an hour more discussions with me but I cannot go into that discussion because it was a family discussion and I cannot talk about that one. So I left to home and I got home around 3:30a.m and I was supposed to prepare and come to court.

In fact when he was complimenting me trying to get me to be okay so that we could talk, then I told him that I have engaged Thaddeus Sory as my lawyer. Then he said he is already aware. I did not ask him how he got to know, then he said in a jovial manner that ‘why did you engage Thaddeus Sory’. You are an intelligent and hot-headed man defending yourself well and you have decided to go and pick another intelligent and hot-headed lawyer so now do you want to go and create problems for me in the court and spoil my case.

So I said you know this is my fourth lawyer and I needed that type of lawyer to secure my liberty. I told him that you know he is good but he is expensive and I have to do it. Then he said “anyway, anyway”.

Q: So after the July 2022 meeting that you had with the Attorney General in the house of your cousin, the Supreme Court Judge, did you have any other in person meeting with the Attorney General after you had opened your defence?

A: Prior to that, we had met on the 29th of March, 2023 and it was before the ruling of the submission of no case. We had met at my cousin’s

place in the night around 10:30p.m and he assured me that night that I will go home free but the following day, I was asked to open my defence and that is why I was very angry at him for being dishonest and manipulating. Before I forget, if you look at my Whatsapp chat on the 23rd November, 2023, at 10:40a.m, Attorney General called me in the morning and it is documented here. We spoke for 1 minute. He called me to spy on A2 whether indeed he was at the hospital and whether he will be coming to court on that day. I did that work for him and I replied him. So I replied him in just 8 minutes because I had my networks there so I called him (A3 reads Exhibit 10 for A1).

So despite he not fulfilling his promise for me, he still engaged me to undertake an assignment for him and I still did it for him. I undertook that assignment, gave him feedback. He acknowledged and thanked me so I believe he felt because I was able to do this work for him, he now came to engage me to do this work which I did not.

Q: In Exhibit 9 for A1 which is the audio recording, the Attorney General urged upon you to accept certain claim regarding Exhibit V.

A: Yes my lady.

Q: He wanted you to accept the position that the LC should have been established upon the delivery of the ambulances and not upon the signing of Exhibit V.

A: Yes my lady.

Q: He also wanted you to accept the position that if the LCs were established before the ambulances arrived in Ghana that constituted advance payment?

A: Yes my lady.

Q: He also wanted you to accept the position that the pre-shipment inspection should have been carried out before the LC was established?

A: Yes my lady.

Q: He also wanted you to accept the position that there should be separate contracts for the 50 ambulances for each tranche to be supplied by Big Sea.

A: Yes my lady.

Q: Generally, he wanted you to accept positions that would be favourable for the prosecution?

A: Yes my lady.

Q: So that A1 could be convicted on the crime charged?

A: Yes my lady.

Q: And you have no doubt in your mind that Attorney General's prosecution of A1 was not being done in the interest of justice but borne out of bad faith?

A: Yes, it was not in the interest of justice. For me, with my interactions with him and the pressure that was brought upon me through my extended family and other respected people I know, it became clear to me that it was for political convenience and vindictiveness.

Q: I am suggesting to you that in your mind, the prosecution of A1 by the office of the Attorney General is nothing but a political witch-hunt.

A: That is certainly true.

Dr. Bamba: My lady that will be all for A3.

END OF CROSS EXAMINATION OF A3 BY DR. BAMBA

CROSS EXAMINATION BY MRS. OBUOBISA

Q: You are aware that charges in respect of this case were filed in 2021, is that not so?

A: Unless I look at the document to refresh my memory

By Court: Charge sheet given to A3 to refresh his memory


A: I can see 23rd December, 2021.

A3 IS SEALED AT THIS STAGE

BY COURT

The case is adjourned to 18th June, 2018 at 12 noon for continuation.

(SGD)
AFIA SERWAH ASARE-BOTWE (MRS)
(JUSTICE OF THE COURT OF APPEAL)

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