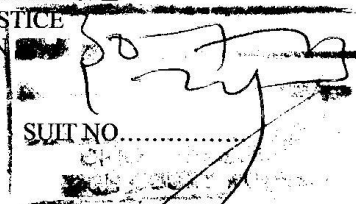


IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
FAST TRACK DIVISION
ACCRA -AD 2013



BETWEEN:

MARTIN A. B. K. AMIDU
(FORMER ATTORNEY GENERAL)
355 NORTH LEGON RESIDENTIAL AREA
ACCRA

PLAINTIFF

AND

THE ATTORNEY GENERAL
ATTORNEY GENERAL'S DEPARTMENT
MINISTRIES
ACCRA

DEFENDANT

STATEMENT OF CLAIM

1. The plaintiff was between 1st July 2009 and 20th January 2012 variously the Presidential Advisor on Legal Affairs, Minister of the Interior, and the Attorney General and Minister of Justice in the Government of Ghana.
2. The plaintiff was appointed a Presidential Advisor by the President of Ghana on 1st July 2009.
3. In January 2010 the plaintiff was in a cabinet reshuffle nominated and subsequently appointed the Minister for the Interior in February 2010.
4. In another cabinet reshuffle in January 2011 the plaintiff was reassigned to the Ministry of Justice and the Attorney General's Department as the Attorney General and Minister for Justice.
5. The plaintiff's appointment into the Government was evidenced by letter with Ref. No. SCR/PF/A/251 dated 25th August 2009 and signed by the then Chief of Staff, John H. M. Newman.
6. The plaintiff's subsequent appointment as the Minister of the Interior, and later as the Attorney General continued on the same terms and conditions as the plaintiff's original appointment as a Presidential Advisor.

7. The plaintiff's appointment stated that the plaintiff's emoluments and other conditions of service were in accordance with Article 71 of the 1992 Constitution: the annual salary was since increased.
8. The appointment was also subject, amongst other things, to the following rules and regulations:
 - (a) You will be given three (3) months' notice or three (3) months' pay in lieu of notice should it be decided to revoke your appointment.
 - (b) You will be required to give three (3) months' notice of resignation or three (3) months' pay in lieu of notice.
 - (c) In case of resignation or revocation of your appointment you will be allowed three (3) months' grace period to vacate your official accommodation unless otherwise directed. etc."
9. The plaintiff was in accordance with the rules and regulations governing the plaintiff's appointment: "entitled to terminal benefits of four (4) months salary for every completed year of service or part thereof."
10. The plaintiff's terms and conditions of employment were subsequently reviewed by the report of a committee appointed by the President pursuant to Article 71(1) of the Constitution which was implemented and affected the plaintiff's employment.
11. The plaintiff was in consequence entitled to be allowed the purchase of one official vehicle at the end of his service or upon leaving office.
12. The plaintiff was from 3rd January 2012 subjected to a series of defamatory publications by a number of the Government supported private press which the plaintiff called "the rented NDC press" over the plaintiff's efforts to question unlawful payments of monies from the consolidated fund to persons perceived to be financiers of the NDC.
13. The plaintiff in consequence of the series of defamatory attacks on the plaintiff's office and person, issued a press statement on 11th January 2012 alleging that certain colleague(s) were responsible for the "rented press' publications because of the discovery of Gargantuan crimes in which they might be implicated.
14. On 12th January 2012 the President invited the plaintiff and in the presence of, inter alia, the Chief of Staff and the National Security Coordinator tried to persuade the plaintiff to withdraw the said press statement: It was agreed that the plaintiff and the National Security Coordinator will meet and see what they could do about the press statement to remove any embarrassment to the Government.

15. The President invited the plaintiff on the night of 12th January 2012 to a meeting at which the Minister of Education was also to attend in the President's office at noon the next day 13th January 2012.
16. As a result of the discussions with the President in the President's office on 13th January 2012 the plaintiff accepted the President's request to resign and promised to submit his resignation letter within an hour of leaving the President's office on grounds of breach of trust but the Minister of Education refused to resign resulting in the meeting being rescheduled to 3 p.m. to allow the latter's husband and other prominent members of the Government to join the meeting.
17. When the plaintiff presented himself for the meeting at 3 p.m. the plaintiff was instead asked to meet Captain Kojo Tsikata and the meeting took place at the conference room of the Chief of Staff in the office of the President.
18. The plaintiff was persuaded not to resign but to assist the Government to go to the High Court to retrieve monies that had been paid to Alfred Agbesi Woyome which was the reason for all the attacks by the "rented press" on the plaintiff's office and person.
19. On the night of 17th January 2012 Captain Kojo Tsikata, an Advisor to the President, asked the plaintiff to see the Chairman of the Council of State, Professor Kofi Awoonor, the next morning for a discussion.
20. The plaintiff called Professor Kofi Awoonor by phone on the night of 17th January 2012 who asked the plaintiff to meet him at 8 a.m. the next day 18th January 2012.
21. The plaintiff went to Professor Kofi Awoonor's house for the meeting in the morning of 18th January 2012, where upon he told the plaintiff that he was meeting the President that morning and it had been agreed between Captain Tsikata and himself that the plaintiff should give Professor Kofi Awoonor a short letter of apology to the President: the plaintiff reluctantly agreed to send him a draft when the plaintiff got to the office.
22. The plaintiff sent the plaintiff's private Secretary with a draft to the office of Professor Kofi Awoonor who made suggestions which were incorporated in the final letter reiterating an earlier statement explaining the plaintiff's attitude and offer to resign at the meeting of 13th January 2012: the signed letter was hand delivered to Professor Kofi Awoonor by the plaintiff's said secretary in his office.
23. At about 11:21 a. m the same morning the plaintiff received an e-mail from the Minister of Education stating that: "Alhaji says you need to meet – please contact him. Thanks."

24. By the time the plaintiff saw this e-mail Alhaji Iddrisu Mahama, a Member of the Council of State, had himself called and invited the plaintiff and the plaintiff was on the way to meet Alhaji Iddrisu Mahama in his house at East Legon.
25. Alhaji Iddrisu Mahama told the plaintiff that the President had sent him to request the plaintiff to withdraw the press statement the plaintiff issued on 11th January 2012 because it tended to bring the Government into disrepute.
26. The plaintiff told Alhaji Iddrisu Mahama that the plaintiff stood by the press statement and would never withdraw it and was ready to leave the Government on that account.
27. The next day, 19th January 2012, in the afternoon at about 1 p. m a letter of revocation of appointment with immediate effect was delivered to the plaintiff who signed for same.
28. The Chief of staff John H. M. Newman on the same day maliciously and in breach of the employment contract issued a press statement to the press in which he alleged that the plaintiff had been dismissed for misconduct without supplying any particulars of misconduct up to date in spite of repeated demands.
29. The plaintiff was paid his salary for the month of February and March 2012 and all demands for the April 2012 salary have gone unheeded.
30. The Government also immediately withdrew from the plaintiff, all the plaintiff's entitlements including an official vehicle and driver without waiting for the three (3) months after the revocation of the plaintiff's appointment.
31. The Government has since also failed or refused to pay the plaintiff the plaintiff's terminal benefits in accordance with the contract of services.
32. The Government has not also since the end of September 2011 paid the plaintiff his entitlement of 20% of basic salary in lieu of official accommodation up to and including end of April 2012.
33. The Government has implemented the recommendations of the Committee appointed by the President pursuant to Article 71(1), increased the emoluments of Members of Parliament and Ministers without informing the plaintiff what the plaintiff's real entitlement of increased salary was and the arrears due the plaintiff and the pro rata payments in respect of the 20% of basic salary as accommodation.
34. Members of Parliament of the fifth (5th) Parliament have already been paid a second tranche of arrears of salary and rent, and gratuity including resettlement, upon leaving office on 6th January 2013 but the plaintiff who left office at the

close of day of 19th January 2012 has not been paid his entitlements in accordance with the contract of services.

35. WHEREFORE the plaintiff claims against the defendant as follows:

- (a) damages for breach of contract of employment effective from 1st July 2009 and dated 25th August 2009.
- (b) an order for the payment of the plaintiff's salary for the month of April 2012 together with accrued interest to date of payment.
- (c) an order directed at the Government of Ghana to pay the plaintiff his entitlement to terminal benefits of four (4) months salary for every completed year of service or part plus the allocation of one official vehicle to be paid for by the plaintiff thereof together with accruing interest thereon from 1st May 2012 to date of payment.
- (d) an order for the payment of 20% of basic salary in lieu of official accommodation from 1st October 2011 to 30th April 2012 together with interest thereon for each month of default to date of payment.
- (e) an order for the payment of the cost of transportation from 20th January 2012 to 30th April 2012 inclusive of the cost for a driver together with interest thereon from 23rd January 2012 to date of payment.
- (f) an order for the payment for earned annual leave not approved to be taken during the contract period;
- (g) an order for such accounts, inquiries, directions or relief as may be just.
- (h) Costs.

.DATED AT ACCRA THIS 29TH DAY OF JULY 2013


PLAINTIFF

THE REGISTRAR
HIGH COURT
FAST TRACK DIVISION
ACCRA

AND TO THE ABOVE-NAMED THE ATTORNEY GENERAL, ATTORNEY
GENERAL'S DEPARTMENT, MINISTRIS, ACCRA