

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
SPECIALISED COURT "1"
ACCRA – A.D. 2026

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Criminal Case No. CR/0418/2025

THE REPUBLIC

... Respondent

V

1. KWABENA ADU-BOAHENE
2. ANGELA ADJEI BOATENG
3. ADVANTAGE SOLUTIONS LTD

... Accused persons

**SUBMISSION OF NO CASE TO ANSWER FILED FOR AND ON BEHALF
OF THE FIRST, SECOND AND THIRD ACCUSED PERSONS**

Respectfully, My Lord,

"There cannot be anything of greater consequence than to keep the streams of justice clear and pure, that the parties may proceed with safety both to themselves and their characters." - per **Lord Hardwicke in the St. James' Evening Post Case (1742) 2 Atkins 469 at 472.**

May we also state that the most egregious sin against the justice delivery system is to ignore truth borne out by the evidence, so lies can triumph.

1. INTRODUCTION

- 1.1. These submissions are made on behalf of the accused persons pursuant to the orders of this Honourable Court on the 8th of September 2026, inviting this Court to acquit the Accused persons on the ground that the Prosecution has not made out a case sufficient to require the Accused persons to open their defence.
- 1.2. The statutory basis for the present submissions is provided for in **Section 173 of the Criminal and Other Offences (Procedure) Act 1960 (Act 30)** as amended, which reads:

"173: Where, at the close of the evidence in support of the charge, it appears to the court that a case is not made out against the Accused sufficiently to require the accused to make a defence, the Court shall, as to the particular charge, acquit the Accused."

- 1.3. This is also reinforced by **Section 174(1) of Act 30** and by **Section 5(2)(a) of the Practice Direction (Disclosures and Case Management in Criminal Proceedings) [2017–2020] 1 SCGLR 365**, which provides that at the close of the case for the Prosecution the Court

shall, on its own motion or on a submission of no case to answer, give a reasoned decision as to whether the Prosecution has led sufficient evidence to require the Accused persons to open their defence.

The Legal Test for a Submission of No Case

- 1.4. It is a settled principle of Ghanaian criminal procedure that at the close of the Prosecution's case, an accused person is entitled to make a submission of no case to answer where the evidence led by the Prosecution fails to meet the threshold required by law to warrant a response.
- 1.5. The jurisprudential basis for **Section 173 of Act 30** has been developed in several decisions of Ghana's superior courts.
- 1.6. We take as our opening statement of principle the words of Crabbe JSC in the locus classicus, ***State v. Ali Kassena [1962] 1 GLR 144 at 148–153:***

“A submission that there is no case to answer may properly be made and upheld (a) when there has been no evidence to prove an essential element in the alleged offence; (b) when the evidence adduced by the prosecution has been so discredited as a result of cross-examination or is so manifestly unreliable that no reasonable tribunal could safely convict upon it. ... Where, therefore, the evidence adduced on behalf of the prosecution fails to take the case out of the realm of conjecture, the evidence is best described as “insufficient”. ... The accumulation of facts proved amounts to no more than mere suspicion, and however strong suspicion may be, it cannot form the basis for continuing trial after a submission of no case.”
- 1.7. In ***Republic v. High Court (Criminal Division 1), Ex Parte: Stephen Kwabena Opuni & Attorney-General (Interested Party) (2021) JELR 109037 (SC)*** bearing Criminal No. J5/58/2021 and delivered on 28th July 2021, the Supreme Court restated that the role of the trial judge under **Section 174(1) of Act 30** is to assess whether the prosecution has adduced sufficient lawful evidence that, in the absence of any explanation by the accused, could sustain a conviction.
- 1.8. Notably, the courts have cautioned that a submission of no case to answer should not be rejected merely because there is some evidence on the record. If the evidence presented by the prosecution fails to meet the requisite standard of integrity necessary to justify a conviction, the accused's prayer should be upheld.

- 1.9. In the case of **John David Logan & Laverick v. The Republic (2007) JELR 68054 (SC)**, bearing Appeal No. J3/1/2006 and delivered on 7th February 2007, the Supreme Court held as follows:

“Where the evidence adduced on behalf of the prosecution fails to take the case out of the realm of conjecture... it is incapable of sustaining a conviction and the submission of no case ought to be upheld.”

- 1.10. In summary, the principle undergirding a submission of no case was restated by the Supreme Court in the case of **Asamoah & Anor. v. The Republic [2017-2018] 1 SCGLR 486**, where Sophia Adinyira JSC (as she then was) speaking for the Court held as follows:

“The underlying factor behind the principle of submission of no case to answer is that an accused should be relieved of the responsibility of defending himself when there is no evidence upon which he may be convicted. The grounds under which a trial court may uphold a submission of no case as enunciated in many landmark cases whether under a summary trial or trial by indictment may be restated as follows:

- a. *there had been no evidence to prove an essential element in the crime;*
- b. *the evidence adduced by the prosecution had been so discredited as a result of cross-examination; or*
- c. *The evidence was so manifestly unreliable that no reasonable tribunal could safely convict upon it.*
- d. *The evidence was evenly balanced in the sense that it was susceptible to two likely explanations, one consistent with guilt, and one with innocence.*

See Tsatsu Tsikata v. The Republic [2003-2004] SCGLR; Kofi alias Buffalo v. The Republic [1987-88] 1 GLR 250; Gyabaah v. The Republic [1984-86] 461 C.A Moshie Alias Adama v. The Republic [1977] 1 GLR 186-190; Apaloo v. The Republic [1975] 1GLR 156 C.A.” (Emphasis supplied).

- 1.11. Fundamentally, each Accused person before this Court enjoys the presumption of innocence guaranteed by **Article 19(2)(c) of the Constitution of the Republic of Ghana, 1992**, which provides that a person charged with a criminal offence shall be presumed to be innocent until he is proved guilty or has pleaded guilty.

- 1.12. The Supreme Court in ***Okeke v. The Republic [2012] 2 SCGLR 1105***, per Sophia Akuffo JSC, cited Ollennu JSC in ***Oteng v. The State [1966] GLR 355*** with approval, that *"the citizen too is entitled to protection against the State and that our law is that a person accused of a crime is presumed to be innocent until his guilt is proved beyond reasonable doubt as distinct from fanciful doubt."* (emphasis added).

The Burden and Standard of Proof

- 1.13. The burden of proof rests squarely on the Prosecution, and neither the 1st, the 2nd nor the 3rd Accused bears any obligation to prove innocence, to supply by testimony what the Prosecution has failed to establish by cogent evidence, or to satisfy the Court's curiosity by filling in the gaps of unanswered questions.
- 1.14. At this point, the Court cannot repair the wreckage of the Prosecution's case by calling on the Accused persons to open their defence.
- 1.15. This guardrail and standard for evaluating the Prosecution's evidence can be found in the case of ***Patterson Ahenkang and 2 Others (Appellants) v. the Prosecution*** (2014) bearing Criminal Appeal No.: H2/7/10 and delivered on the 25th of March 2014, where the Court of Appeal held that:

"... the prosecution in a criminal trial has the duty to establish the basic facts upon which the charge(s) against the accused are founded and they must be established beyond reasonable doubt. Unless and until the prosecution discharges that obligation successfully, the court cannot, in compliance with the provisions of the law, call upon the accused to open his defence. I therefore hold the view that in accordance with the law, the prosecution must prove or make out its case beyond reasonable doubt at the close of its case before the accused can be called upon to open his/her defence."

- 1.16. Ocran JSC explained in ***Tsatsu Tsikata v. The Republic [2003–2004] 1 SCGLR 1068*** that "no evidence" does not mean literally that the prosecution has produced nothing. There may be some evidence which is nevertheless insufficient to justify requiring a defence.
- 1.17. In the case of ***Tsatsu Tsikata v. The Republic [2003-2004] 1 SCGLR 1068***, the Supreme Court per Prof Ocran JSC (as he then was) held thus: *"It is important to re-emphasize that the responsibility of this Court at this stage is simply to determine whether prima facie evidence has been led on such matters."*

- 1.18. What constitutes prima facie evidence was explained by Appau JA (as he then was) in ***Kwabena Amaning alias Tagor v. The Republic (2009) 23 MLRG 78 (CA) at 129–130:***

“Prima facie evidence is evidence which, on its face or first appearance, without more, could lead to conviction if the accused fails to give a reasonable explanation to rebut it. ... What the trial court has to find out at this stage that the prosecution has closed its case is whether or not the evidence led has established all the ingredients of the offence charged for which the accused person could be convicted if he failed to offer an explanation to raise doubts in the said evidence.”
(Emphasis added)

- 1.19. To the same effect is ***Adjei and Another v. The Republic [2010–2012] 2 GLR 754 at 763***, per Apau JSC, that it is only when the guilt of the accused could be inferred from the case put across by the prosecution, or when a reasonable tribunal might convict on the evidence so far laid before it in the absence of anything to the contrary, that a case has been made out sufficient to merit calling on the accused to answer.
- 1.20. Dennis Dominic Adjei JSC, in ***Criminal Procedure and Practice in Ghana*** (3rd edn, 2021) at 275, postulates that where the prosecution fails to prove an essential element and the court nonetheless calls upon the accused to open his defence, the court breaches **Article 19(2)(c) of the 1992 Constitution** by in substance requiring the accused to prove his innocence.
- 1.21. Respectfully, these principles should guide this Honourable Court in determining whether the Accused persons ought to be called upon to open their defence. The compelling submissions herein will demonstrate that there is no case, whatsoever, to answer.

2. THE CHARGES AGAINST THE ACCUSED PERSONS

- 2.1. The Accused persons stand arraigned upon a Charge Sheet dated at the Office of the Attorney-General the 30th day of April 2025, containing eleven counts as follows:

COUNT ONE

- 2.2. Statement of Offence: ***“Stealing, contrary to Section 124(1) of the Criminal Offences Act, 1960 (Act 29).”***
- 2.3. Particulars of Offence: ***“KWABENA ADU-BOAHENE, that you, on or about February 5, 2020, in Accra and within the jurisdiction of this Court, did, under the guise of procuring a cyber defence system for the Republic of Ghana from ISC Holdings Limited, dishonestly***

appropriate the sum of about Twenty-seven Million and One Hundred Thousand Ghana cedis (GH¢ 27,100,000.00) belonging to the Republic of Ghana with the intention of depriving the Government of Ghana of the said amount.”

COUNT TWO

2.4. Statement of Offence: “Stealing, contrary to **Section 124(1) of the Criminal Offences Act, 1960 (Act 29).**”

2.5. Particulars of Offence: “KWABENA ADU-BOAHENE, that you, on or about March 20, 2020, in Accra and within the jurisdiction of this Court, did, under the guise of procuring a cyber defence system for the Republic of Ghana from ISC Holdings Limited, dishonestly appropriate the sum of about One Million Ghana cedis (GH¢ 1,000,000.00) belonging to the Republic of Ghana with the intention of depriving the Government of Ghana of the said amount.”

COUNT THREE

2.6. Statement of Offence: “Stealing, contrary to **Section 124(1) of the Criminal Offences Act, 1960 (Act 29).**”

2.7. Particulars of Offence: “KWABENA ADU-BOAHENE, that you, on or about March 30, 2020, in Accra and within the jurisdiction of this Court, did, under the guise of procuring a cyber defence system for the Republic of Ghana from ISC Holdings Limited, dishonestly appropriate the sum of about Twenty-one Million Ghana cedis (GH¢ 21,000,000.00) belonging to the Republic of Ghana with the intention of depriving the Government of Ghana of the said amount.”

COUNT FOUR

2.8. Statement of Offence: “Conspiracy to steal contrary to **Sections 23(1) and 124(1) of the Criminal Offences Act, 1960 (Act 29).**”

2.9. Particulars of Offence: “KWABENA ADU-BOAHENE and ANGELA ADJEI BOATENG, that you, in February and March 2020, in Accra and within the jurisdiction of this Court, did agree to act together to steal the sum of about Forty-Nine Million, One Hundred Thousand Ghana cedis (GH¢ 49,100,000.00), belonging to the Republic of Ghana with the intention of depriving the Government of Ghana of the said amount.”

COUNT FIVE

2.10. Statement of Offence: “Defrauding by false pretences, contrary to **Section 131(1) of the Criminal Offences Act, 1960 (Act 29).**”

- 2.11. Particulars of Offence: *"KWABENA ADU-BOAHENE, that you, in or about February and March, 2020, in Accra and within the jurisdiction of this Court, by the false pretence that you were going to buy a cybersecurity system for the Republic of Ghana, did, cause the Government of Ghana to part with the sum of about Forty-Nine Million, One Hundred Thousand Ghana cedis (GH¢ 49,100,000.00), belonging to the Republic of Ghana."*

COUNT SIX

- 2.12. Statement of Offence: *"Wilfully causing financial loss to the State contrary to **Section 179A(3)(a) of the Criminal Offences Act, 1960 (Act 29).**"*
- 2.13. Particulars of Offence: *"KWABENA ADU-BOAHENE, that you, in February and March 2020, in Accra and within the jurisdiction of this Court, did, under the guise of procuring a cyber defence system for the Republic of Ghana from ISC Holdings Limited, wilfully cause the Republic of Ghana to lose the sum of about Forty-Nine Million, One Hundred Thousand Ghana cedis (GH¢ 49,100,000.00)."*

COUNT SEVEN

- 2.14. Statement of Offence: *"Using public office for profit contrary to **Section 179C(a) of the Criminal Offences Act, 1960 (Act 29).**"*
- 2.15. Particulars of Offence: *"KWABENA ADU-BOAHENE, that you, in February and March, 2020, in Accra and within the jurisdiction of this Court, while holding a public office of the Director of the Bureau of National Communication, did, under the guise of procuring a cyber defence system for the Republic of Ghana from ISC Holdings Limited, dishonestly abuse your office for private benefit in the sum of about Forty-Nine Million, One Hundred Thousand cedis (GH¢ 49,100,000.00)."*

COUNT EIGHT

- 2.16. Statement of Offence: *"Collaboration to commit a crime, to wit — using public office for profit contrary to **Section 179C(b) of the Criminal Offences Act, 1960 (Act 29).**"*
- 2.17. Particulars of Offence: *"ANGELA ADJEI BOATENG, that you, in February and March 2020, in Accra and within the jurisdiction of this Court, did collaborate with KWABENA ADU-BOAHENE, who held a public office as the Director of the Bureau of National Communications, to dishonestly abuse his office for private benefit in the sum of about Forty-nine Million, One Hundred Thousand Ghana cedis (GH¢ 49,100,000.00)."*

COUNT NINE

- 2.18. Statement of Offence: *"Obtaining public property by false statements, contrary to **Section 5 of the Public Property Protection Act, 1977 (SMCD 140).**"*
- 2.19. Particulars of Offence: *"KWABENA ADU-BOAHENE, that you, in about February or March, 2020, in Accra and within the jurisdiction of this Court, did, by the representation that you purchased a cyber defence system from ISC Holdings Limited, cause the total sum of about Forty-Nine Million, One Hundred Thousand cedis (GH¢ 49,100,000.00) to be given to you, which representation you knew to be false or had no reason to believe to be true."*

COUNT TEN

- 2.20. Statement of Offence: *"Money laundering contrary to **Section 1(2)(c) of the Anti-Money Laundering Act, 2020 (Act 1044).**"*
- 2.21. Particulars of Offence: *"KWABENA ADU-BOAHENE, ANGELA ADJEI BOATENG, MILDRED DONKOR and ADVANTAGE SOLUTIONS LIMITED that you, in the year 2020 in Accra and within the jurisdiction of this Court, did take possession of a part of the sum of money totalling about Forty-Nine Million, One Hundred Thousand Ghana cedis (GH¢ 49,100,000.00), knowing at the time of taking possession that the money was acquired through stealing."*

COUNT ELEVEN

- 2.22. Statement of Offence: *"Conspiracy to commit money laundering contrary to **Section 3 of the Anti-Money Laundering Act, 2020 (Act 1044).**"*
- 2.23. Particulars of Offence: *"KWABENA ADU-BOAHENE, ANGELA ADJEI BOATENG, MILDRED DONKOR and ADVANTAGE SOLUTIONS LIMITED, that you, in the year 2020 in Accra and within the jurisdiction of this Court, did agree to act together to commit money laundering in the sum of about Forty-Nine Million, One Hundred Thousand Ghana cedis (GH¢ 49,100,000.00), belonging to the Republic of Ghana."*
- 2.24. A1 is presumed innocent in respect of Counts One, Two, Three, Four, Five, Six, Seven, Nine, Ten and Eleven. A2 is presumed innocent in respect of Counts Four, Eight, Ten and Eleven. A3 is presumed innocent in respect of Counts Ten and Eleven.
- 2.25. The Honourable Court must determine whether sufficient evidence supports the elements of the particular offence charged against the particular accused.

3. A SUMMARY OF THE PROSECUTION'S CASE

- 3.1. The Prosecution called four witnesses: PW1, Frank Anane Dekpey, a driver; PW2, Edith Ruby Opokua Adumuah, the Director of Finance of the National Signals Bureau; PW3, Mildred Donkor, formerly the 3rd Accused and a former banker at Universal Merchant Bank; and PW4, Frank Marshall Cromwell, the lead investigator at the Economic and Organised Crime Office.
- 3.2. The Prosecution's theory, distilled from the Summary of Accompanying Facts and from the evidence of its four witnesses, is that the 1st Accused, then Director of the Bureau of National Communications, is said to have executed a contract dated 30th January 2020 with ISC Holdings Limited of Israel for a Cyber Defence System at a price of USD 7,000,000.00, said to be the exact equivalent of GH¢ 49,100,000.00.
- 3.3. Rather than procure the system for the Prosecution, the Prosecution alleges that A1 caused three cheques to be drawn on what the Prosecution calls the "*State BNC*" account at Fidelity Bank to be paid into an account at Universal Merchant Bank in the name of BNC Communications Bureau Limited, a private company said to be owned by the 1st and 2nd Accused.
- 3.4. Of that sum, only USD 1,750,000.00 is alleged to have been paid to ISC Holdings Limited; the balance is said to have been dissipated for the private benefit of the 1st and 2nd Accused through the 3rd Accused and its subsidiaries; and the Cyber Defence System is said never to have been delivered.
- 3.5. These submissions will point out the glaring deficiencies which are individually and cumulatively fatal to the Prosecution's case.
- 3.6. First, the Prosecution has not proved that the alleged GH¢ 49,100,000.00 was money belonging to the Republic of Ghana, as every count expressly alleges.
- 3.7. Secondly, the Prosecution's own principal witness established that all three cheques were signed by the National Security Coordinator and were funds for special operations purposes, which demonstrates that there was no dishonest appropriation.
- 3.8. Thirdly, and most embarrassingly, no witness called by the Prosecution could testify to what the money was intended for, and a material witness in the person of the National Security Coordinator was never interviewed or called or subpoenaed as a witness.

- 3.9. Fourthly, the undisputed supplier of the Cyber Defence System, I.S.C. Holdings Limited of Israel, was never contacted to substantiate the allegation of non-delivery of the Cyber Defence System nor the alleged falsity of the invoice. The unchallenged documentary evidence pointing to the payment milestones, which made it clear that payments were made on delivery and acceptance of the system, was also not followed through with the supplier nor the Office of the National Security Coordinator. Finally, the tracing exercise upon which the Prosecution relies is internally irreconcilable, contradicted by the banks' own records, and built upon a documentary record from which 488 material pages, being 88 pages and another 193 pages of A3's bank statement (Exhibit 38A) as well as the full 207 pages of A1's account that should have formed Exhibit 6 series, were concealed from this Honourable Court.
- 3.10. Respectfully, when the evidence led by the Prosecution is examined against the essential ingredients of these offences and the relevant principles, it becomes clear that no prima facie case has been made out which could lawfully sustain a conviction.

4. THE DISCREDITED EVIDENCE, THE INHERENT INCONSISTENCIES AND THE MANIFESTLY UNRELIABLE EVIDENCE OF THE PROSECUTION'S CASE

- 4.1. All the authorities on submission of no case converge on the point that where the prosecution's case has been discredited, laden with internal inconsistencies and the evidence is manifestly unreliable, the court should uphold the submissions and terminate the case without calling on the Accused persons to answer by way of their defence.
- 4.2. Paragraphs 4.3 to 4.88 of these written submissions achieve exactly that.
- 4.3. The Prosecution opened with a single, emphatic narrative. It alleged that three cheques totalling GH¢49,100,000 were drawn on a State account belonging to the Bureau of National Communications; that the sum was the exact cedi equivalent of a US\$7,000,000 cyber defence system; that A1 diverted the money into a deceptively named private account under the guise of procuring that system; that no system was delivered; and that the money was laundered through Advantage Solutions Limited into properties, vehicles, investments and a lavish lifestyle. Each indispensable link in that chain was contradicted by a prosecution witness, left unsupported by any document, or abandoned under cross-examination.

4.4. **THE SOURCE ACCOUNT AND THE CHARACTER OF THE MONEY**

4.5. ***The Fidelity Bank account numbered 1070030677849 was a special operations account opened and controlled by the National Security Coordinator***

4.6. The Prosecution alleges that the three cheques were drawn on “*The Director BNC*” account at Fidelity Bank, which it says “*belonged to the National BNC*”, and that the GH¢49,100,000 belonged to the Republic of Ghana” (Counts 1 to 5 and 11; Summary of Facts, paragraph 6). It also alleges that A1, by his position, “*had the power to spend or authorise spending*” from BNC’s funds (Summary of Facts, paragraph 4. (Emphasis added)). During the trial, PW2 testified that the Bureau of National Communications was a department under the Office of the National Security Coordinator, comparable to its finance and administration departments, and not an autonomous State agency. PW2 led evidence to the effect that the account was opened by the National Security Coordinator as an additional account for his office by his letter of 31st May 2017 (Exhibit 5F). That letter names the Coordinator’s two existing accounts and supplies “*The Director BNC*” only as the identifier of the additional account. The bank statements bear the name “*COORDINATOR’S ACC – NSC*” (Exhibit 5 series), and transactions on the account carry the same name (Exhibits A series, B series and 35). Only the cheque leaflets bear the inscription “*THE DIRECTOR BNC*”. Fidelity Bank explained in Exhibit 35 that a customer is created first and that several accounts may then be opened and “*mapped to the customer for audit purposes*”. PW2 and PW4 both accepted that “*The Director BNC*” is an identifier of the account, and PW4 agreed with Fidelity Bank’s explanation. PW2 testified that the account received cheques in the name of the payee, “*National Security Coordinator*” and not “*Bureau of National Communications*”, and that the account “*belongs to the Coordinator but internally it is used for BNC operations*”. She also confirmed that there is no “*State BNC*” or “*Public BNC*” account at Fidelity Bank. On 11th of December 2025, PW2 under cross-examination testified as follows:

Q: *I suggest to you that when a transaction was performed on the special operations account in the Fidelity Bank, the real account name was registered on the transaction as Coordinator’s account - NSC. Is that not so?*

A: *Yes my Lord.*

Q: *This is even obvious as borne out by the swift advice at the back of Exhibit “A”.*

A: *Yes my Lord, I agree.*

Q: *Bank statements on the accounts bear the same name Coordinator's account – NSC.*

A: *Yes my Lord.*

Q: *You also admit that even cheques bearing the payee "the National Security Coordinator" have been deposited into the same account Coordinators account- NSC.*

A: *Yes my Lord.*

Q: *Have you ever tried paying in a cheque with "Bureau of National Communications" as payee into the same account?*

A: *No my Lord.*

Q: *I suggest to you that your answer is "no" because the name Bureau of National Communication has nothing to do with the account.*

A: *Yes my lord, I agree. I earlier on said the account belongs to the Coordinator but internally it is used for BNC operations.*

4.7. On 11th of December 2025, PW2 under cross-examination testified as follows:

Q: *Obviously Madam, the request for additional bank account is not at the request of a State-Owned BNC, is that so?*

A: *Yes my Lord. It is not at the request of a State-Owned BNC.*

Q: *None of the departments under the office of the National Security Coordinator on their own strength have ever opened bank accounts anywhere.*

A: *Yes my Lord.*

Q: *It is very obvious from the request letter that the National Security Coordinator is requesting for additional special operations account to be opened for its office*

A: *Yes my Lord.*

Q: *Now again from the request letter, the National Security Coordinator proceeded to choose the identifier "Director-BNC" for this additional special operations account*

A: *Yes my Lord.*

Cross-examination of PW2 — 7th November 2025

Q: *So would you make an admission that the Bureau of National Communication at all material times was a unit under the Office of the National Security Coordinator?*

A: *My Lord it was a department under the National Security Coordinator.*

Q: *What other departments were under the Office of the National Security Coordinator?*

A: *My Lord there were several.*

Q: *Let your memory feed us with some of the several.*

A: *My Lord I will mention just two. The finance department and administration department.*

Q: *Is that what you remember now?*

A: *For security reasons I would not want to mention the rest of them.*

Q: *So it is the fact that you came to work under what you call a department by name Bureau of National Communications.*

A: *Yes my Lord.*

Cross-examination of PW2 — 7th November 2025

Q: *Are you aware that National Security Coordinator opens bank accounts for operational purposes?*

A: *Yes my Lord.*

Q: *When these operational accounts are opened, he decides who the signatories should be.*

A: *Yes my Lord.*

Cross-examination of PW2 — 11th March 2026

Q: *You have testified previously that the Coordinator's account - 'NSC' with account number 107-003-067-7849 with the Fidelity Bank is a special operations account, is that not so?*

A: *Yes my Lord.*

Q: *The National Security Coordinator creates special operations account for the purposes of carrying out National Security Operations, that is true?*

A: *Yes my Lord.*

Q: *It is this selfsame National Security account which is labelled Director BNC account?*

A: *Yes my Lord.*

Q: *Indeed there is no account at Fidelity Bank called State BNC account, is that correct?*

A: *That I cannot tell. If you say there is no State BNC account at Fidelity Bank belonging to the Bureau, that I would say No, there is no such account.*

Q: *Again there is no account called Public BNC account at Fidelity Bank belonging to the Bureau?*

A: *As far as I know, No.*

Cross-examination of PW4 — 7th July 2026

Q: *And by this reference of the account of the Bureau of National Communications, you meant the Fidelity Bank account numbered 1070030677849, not so?*

A: *Yes my Lord.*

Q: *You have surmised that this account was called the Bureau of National Communications account by virtue of the name "Director-BNC" appearing on the cheque leaflets, not so?*

A: *Yes my Lord.*

Q: *You were however aware that the name on the bank statement and as it appears on transactions on the account was Coordinator's account –NSC, not so?*

A: *Yes my Lord.*

Q: *In your testimony, you referred to the National Security Coordinator's request for the opening of an additional bank account which is shown in Exhibit 5, not so?*

A: *Yes my Lord.*

Q: *By this letter, the National Security Coordinator was confirming that it already held two accounts with Fidelity Bank, not so?*

A: *Yes my Lord.*

Q: *The National Security Coordinator by this letter also chose the name Director BNC as the identifier for this additional account, not so?*

A: *Yes my Lord.*

Cross-examination of PW4 — 7th July 2026

Q: *Any confusion you had about the name of the account and its ownership was faithfully clarified for you by Pius Thomas Andoh of the Fidelity Bank in Exhibit 35, not so?*

A: *Yes my Lord but as I indicated earlier, there were informal engagements with the bank in respect of some of these issues.*

Q: *Is there anything in the so called informal engagements which was not expressed in Exhibit 35?*

A: *No my Lord.*

Q: *You agree with what the Fidelity Bank provided you in Exhibit 35?*

A: *Yes my Lord.*

- 4.8. The National Security Coordinator, not A1, controlled the account. He was A1's superior. PW2 testified that before the National Signals Bureau was established on 29th December 2020 the Coordinator controlled all financial transactions of BNC, and that A1 *"could never transact any financial business on the Fidelity account without the express approval and participation of the National Security Coordinator"*. PW4 accepted PW2's statement to EOCO that *"if the Coordinator was not there, nobody can sign to withdraw from the account"*, and he accepted that A1 was the Coordinator's subordinate. The allegation that A1 had the power to spend from the account by his own act is therefore contradicted by both PW2 and PW4.

Cross-examination of PW2 — 11th December 2025

Q: *It follows from what you have told this court that it is the National Security Coordinator who controls all financial transactions of BNC.*

A: Yes my Lord.

Q: *It is true that A1 before the establishment of the National Signals Bureau on the 29th December, 2020 could never transact any financial business on the Fidelity account without the express approval and participation of the National Security Coordinator.*

A: Yes my Lord.

Cross-examination of PW2 — 11th March 2026

Q: *Did your former boss, Kwabena Adu Boahene wield higher decision making powers than the National Security Coordinator, Mr. Joshua Kyeremeh?*

A: No my Lord.

Cross-examination of PW4 — 7th July 2026

Q: *Indeed, PW2, Edith Adumuah who you just referred to confirmed to you in her investigative statement to EOCO dated 29th March, 2025, page 3, lines 8 to 11 of Exhibit 3 that "If the Coordinator was not there, nobody can sign to withdraw from the account", not so?*

A: Yes my Lord. That is why the three cheques in question were signed by the National Security Coordinator and A1.

Q: *The evidence is conclusive that A1 was only an employee of the office of the National Security Coordinator?*

A: The record is conclusive that A1 was the Director of Bureau of National Communications.

Q: *And in that position was subordinate to the National Security Coordinator?*

A: *Yes my Lord.*

- 4.9. PW4 formed his view of the account from the inscription "*Director-BNC*" on the cheque leaflets in Exhibits S and 5 series. He sought formal clarification of the account's designation from Fidelity Bank only on 15th May 2025, after the Accused persons had been charged and arraigned on 30th April 2025. The central premise about the character of the source account was therefore announced before the investigation had settled its identity, ownership, mandate and operating rules, and the Prosecution did not revise that premise when Exhibit 35 answered it.

Cross-examination of PW4 — 7th July 2026

Q: *In your quest to understand the nature of the National Security Coordinator's account at Fidelity Bank, you sought official clarification from the Fidelity Bank on the 15th day of May, 2025, not so?*

A: *Yes my Lord.*

Cross-examination of PW4 — 7th July 2026

Q: *At the material time you were seeking this understanding, the Attorney General had already charged and arraigned the accused persons before this Honourable Court, not so?*

A: *I cannot tell the date of when the accused persons were charged and arraigned before the court.*

Q: *So you agree that at the material time you were seeking this understanding, the Attorney General had already arraigned the accused persons before this Honourable Court, not so?*

A: *In seeking this understanding to put on official letter, Yes, this charge sheet had been filed but informal engagement with the bank, enquiries had been made in respect of these issues.*

- 4.10. ***The Prosecution did not prove that the account received public funds, or where the GH¢49,100,000 came from***

- 4.11. The Prosecution treats the entire GH¢49,100,000 as public money. PW2 distinguished the Government-funded accounts at the Bank of Ghana from the Fidelity account, which is not set up in GIFMIS to receive public funds at all.

Cross-examination of PW2 — 27th April 2026

Q: *These special operations funds from the government of Ghana are released through GIFMIS only into the special*

operations account of the National Security Coordinator with Bank of Ghana and not to any other account, is that correct?

A: Yes my Lord.

Q: *The Coordinator's account "NSC" with the account number 107-003-067-7849 at Fidelity Bank is not set up in GIFMIS for the purpose of receiving public funds, is that not so?*

A: Yes my Lord.

Q: *You agree that the Coordinator's account "NSC" is not subject to the public financial management rules?*

A: *That account is not audited.*

Cross-examination of PW2 — 27th April 2026

Q: *When you say that "that account is not audited", it is an admission that it is not subject to the public financial management rules?*

A: Yes my Lord.

Cross-examination of PW2 — 11th March 2026

Q: *It is true that the use of Special Operations Funds is not audited because spending is based on operational discretion?*

A: Yes my Lord.

Q: *You have also confirmed to this Honourable Court that for special operations accounts, the sources of funds are both public and private, not so?*

A: Yes my Lord.

Q: *And that includes the National Security Coordinator's special operations accounts called "Coordinator's account-NSC" at the Fidelity Bank, not so?*

A: Yes my Lord.

Q: *Once funds have been designated as operational funds, those funds leave the realm of public financial management rules, not so?*

A: Yes my Lord.

Q: *It is for this reason that special operations expenditure to which the special operation funds are applied is never audited by the Auditor General, not so?*

A: Yes my Lord.

Q: *Again, the use of those special operations funds is at the discretion of the National Security Coordinator given the exigencies of his operation, not so?*

A: Yes my Lord in the performance of his mandate.

Q: *It is true that, that discretion is not questioned anywhere?*

A: *Yes my Lord.*

- 4.12. PW2 did not know the source of the GH¢49,100,000. She admitted on oath that the sum formed no part of the 2020 budget she prepared for BNC, whose allocation was GH¢13,328,365, revised at mid-year to about GH¢19 million (Exhibit 8). PW4 examined no budget, allocation, expenditure line, release or warrant for the sum. The Prosecution could not demonstrate that the account was held on GIFMIS, and could not point to any Auditor-General's report on the sum or the account.

Cross-examination of PW2 — 18th March 2026

Q: *Do you know the source from which the 49.1 Million Ghana Cedis, the subject of this trial came from?*

A: *No my Lord.*

Q: *Did the sum of 49.1 Million Ghana Cedis form part of the annual budget you prepared for the BNC Department for the year 2020?*

A: *No my Lord.*

Cross-examination of PW2 — 24th March 2026

Q: *You will admit from Exhibit 8 that financial allotment for BNC in the year 2020 did not exceed GH¢13,328,365, is that not so?*

A: *Yes my Lord.*

Q: *Indeed the 49.1 Million was more than three times the monitory allocation of the BNC Department for 2020 as contained in Exhibit 8, is that not so?*

A: *Yes my Lord but I stated in my witness statement that funds are from diverse sources when it comes to special operations and the 49.1 Million is one of such.*

Q: *So what was the quantum of change?*

A: *During the mid-year review, it changed from GH¢13,328,365 to 19 Million and some change.*

Q: *Was the change equaled to 49.1 Million Ghana Cedis?*

A: *No my Lord. I have stated that the 49.1 Million Ghana Cedis is entirely different from the main budgetary allocation.*

Cross-examination of PW4 — 27th July 2026

Q: *In reaching the conclusion that the 49.1 Million Ghana Cedis constituted funds of the Bureau of National Communications,*

did you examine the government of Ghana's approved budget for the year 2020?

A: *No my Lord.*

Q: *Did you identify any budgetary allocation or expenditure line in the sum of 49.1 Million Ghana Cedis for the Bureau of National Communications for the year 2020?*

A: *No my Lord.*

Q: *Did you find any budgetary allocation of the amount of 49.1 Million Ghana Cedis to the office of the National Security Coordinator for the year 2020?*

A: *No my Lord.*

Q: *Did you find any budgetary allocation or an expenditure line for the purchase of a Cyber Defence System in the government of Ghana approved budget for the year 2020?*

A: *No my Lord.*

Q: *Did you examine any release, warrant, expenditure authorization or other budgetary document showing that the 49.1 Million Ghana Cedis was released to the Bureau of National Communications?*

A: *No my Lord.*

Cross-examination of PW4 — 27th July 2026

Q: *I thought you could show this Honourable Court the presence of the Coordinator's account –NSC on the GIFMIS system, can you show?*

A: *No my Lord. I cannot show.*

Q: *Can you point to any Auditor General's report that featured the alleged misappropriation or diversion of the sum of the 49.1 Million Ghana Cedis or any part of it?*

A: *I cannot point to any such report.*

Cross-examination of PW4 — 27th July 2026

Q: *Can you point to any Auditor General's report that touches on the Coordinator's account NSC with account number 1070030677849 during the relevant period?*

A: *I cannot point to any such report.*

- 4.13. The evidence demonstrated that the account received substantial private inflows. PW2 testified that special operations are often pre-financed and later refunded, that A1 had pre-financed special operations, she herself had collected such pre-financed funds from A1's

bank and that PW1 and PW3 delivered pre-financed funds to her for operational purposes. The bank statement of the Coordinator's account records transfers from A1 of GH¢2,700,000 (24th April 2018), GH¢1,650,000 (9th July 2018) and GH¢400,000 (December 2018), each of which PW2 confirmed was a pre-financing by A1; without which the first two payments to Ability Computers and Software Industries Limited of Israel could not have been made. PW4 confirmed that those inflows came from A1's account and, before that, from A3's account. The statement also records cash deposits by named National Security operatives. PW4 admitted that he never asked why private money was paid into the account and never reconciled the Coordinator's Fidelity account's inflows and outflows.

Cross-examination of PW2 — 11th March 2026

Q: *Indeed there have been some occasion where staff embark on operation activities even before the funds for the assignment are released?*

A: *Yes my Lord.*

Q: *In such instances, the funds for these operations may be pre-financed until your budgetary releases are received?*

A: *Yes my Lord.*

Q: *There have been occasions where you had to look for funds to pre-finance these emergencies of national security consequence?*

A: *Yes my Lord.*

Q: *Obviously, when operations are prefunded, you always refund the monies to the source, where you took it from?*

A: *Yes my Lord.*

Q: *Indeed, your former boss, Kwabena Adu Boahene has had to pre-finance some special operations expenditure on a number of occasions during his tenure?*

A: *Yes my Lord.*

Q: *You know a gentleman by name Kwame Frank Anane Dekpey (PW1)?*

A: *Yes my Lord.*

Q: *In fact, you will recall that PW1 had delivered some of those pre-financed funds to you for operational purposes?*

A: *Yes my Lord.*

Q: *Are you also familiar with the name Mildred Donkor?*

A: *Yes my Lord.*

Q: *And you will also recall that some of these operational funds were delivered to you by Madam Mildred Donkor?*

A: *Yes my Lord.*

Q: *Again, you will further remember that you have personally collected such pre-financed funds from your former boss Kwabena Adu Boahen's bank account in the past?*

A: *Yes my Lord.*

Cross-examination of PW2 — 17th March 2026

Q: *Prior to the transfer in the sum of 2.7 Million Ghana Cedis from Kwabena Adu Boahene (A1), the said Coordinator's account balance was GH¢271,572.38?*

A: *Yes my Lord.*

Q: *The sum of 2.7 Million Ghana Cedis was a pre finance at the instance of Kwabena Adu Boahene, is that correct?*

A: *Yes my Lord.*

Q: *And the pre finance relates to the invoice raised by Ability Computers and Software Industries Limited of Israel?*

A: *Yes my Lord.*

Q: *It is true that without the pre financed infusion with the sum of 2.7 Million into the Coordinator's account by A1, the payment could not be effected for the benefit of Ability Computers and Software Industries Limited of Israel?*

A: *Yes my Lord.*

Q: *This is also a pre finance at the instance of A1, is that not so?*

A: *Yes my Lord.*

Q: *Prior to the pre finance transfer in the sum of GH¢1.650 Million from A1, the National Security Coordinator's account had the balance of GH¢11,907.15?*

A: *Yes my Lord.*

Q: *With the paltry sum of GH¢11,907.15 as the balance of the National Security Coordinator's account, you agree with me that the National Security was cash-strapped?*

A: *Yes my Lord.*

Q: *It is equally true that without the pre financed infusion in the sum of GH¢1.650 Million into the National Security Coordinator's account by A1, this second payment could not be effected for the benefit of Ability Computers and Software Industries Limited of Israel?*

A: *Yes my Lord.*

Q: Look at page 9 of the National Security Coordinator's account under the transaction dated 4th December 2018, there is an amount of GH¢400,000 which was also transferred by A1?

A: Yes my Lord.

Q: This is also yet another pre financed at the instance of A1?

A: Yes my Lord.

Cross-examination of PW4 — 26th August 2026

Q: A study of Exhibit 7 reveals transfers of GH¢2.7 Million on the 24th April, 2018, GH¢1,650,000 on 9th July, 2018 and GH¢400,000 on 3rd December, 2018 from A1's account into the Coordinator's account – NSC all contained in the 207 pages of A1's account?

A: Yes my Lord. There are narrations of transfers to Fidelity Bank in favour of the Director Bureau of National Communications on the said dates.

Q: Similarly, Exhibit 15 compared with Exhibit 38A reveals that these inflows into the Coordinator's account –NSC from A1's account emanated from funds transferred from A3's account on 23rd April, 2018, 9th July, 2018 and 3rd December, 2018 and these transactions are contained in the 88 pages of A3's account you did not make available to the Honourable Court as per Exhibit 38A?

A: Yes my Lord.

Cross-examination of PW4 — 1st September 2026

Q: The bank statement of the Coordinator's account NSC in Exhibit 5 series contains deposits made by various National Security operatives including Cletus Sekwo, Kofi Sarpong, Stephen Arthur, Catherine Acquah, Frank Kwarteng and Kwame Oscar, not so?

A: There are a lot of transactions on the account with some of the names mentioned.

Q: Is it your case that these funds from A1's personal account and cash deposits by some of the names mentioned above became funds of the Prosecution by their sheer payment into the Coordinator's account –NSC at the Fidelity Bank.

A: I do not know about that. Also, to clarify with respect to transfer of funds from A1 to this account, so far, it is the 24th April, 2020 transaction I am aware of and a few which I cannot remember the date.

Q: *Did you enquire into why monies from A1's account and other individuals were paid into the Coordinator's account –NSC?*

A: *No my Lord but in respect of the April 2020 transfer of 7.2 Million Ghana Cedis from A1's account. Accordingly to Fidelity Bank, it was after funds had been moved from the Director BNC account to BNC Communications Bureau Limited's account that they approached the Director BNC to mitigate their loses for which reason A1 transferred GH¢7,250,000 of the stolen funds into his personal accounts, retained GH¢50,000 before transferring the 7.2 Million Ghana Cedis.*

Cross-examination of PW4 — 1st September 2026

Q: *Did you do a reconciliation of the total inflows by A1 and the private persons vis-à-vis the outgoings from this Coordinator's account – NSC and the Fidelity Bank*

A: *No my Lord.*

Q: *Did you make any correlation at all between the deposits and the cash and cheque withdrawals on the account especially between A3's account and the Coordinator's account –NSC?*

A: *No my Lord.*

4.14. The Prosecution did not produce any GIFMIS trail which could remotely suggest that the debits represented appropriated public funds. The Prosecution further failed to produce any Controller and Accountant-General authorisation identifying the account as a public expenditure account, no Auditor-General's report classifying the transactions as a public loss, and no reconciliation of private advances, operational expenditure and repayments. A lawful and authorised debit from an account funded from private and operational sources can never arise to proof that public money was taken. To proceed on speculation and conjecture would be dangerous and manifestly unsafe.

4.15. **THE PURPOSE AND AUTHORISATION OF THE THREE CHEQUES**

4.16. ***The National Security Coordinator signed and authorised each cheque for special operations***

4.17. The Prosecution alleges that A1 drew the three cheques and moved the money "*under the guise of procuring a cyber defence system*" (Counts 1 to 3, 6 and 7; Summary of Facts, paragraphs 6 to 8), and PW4 testified that A1 signed the cheques in his capacity as Director. During the trial, it became patently clear that the cheques were not A1's act. PW2 identified the signature of the late National Security Coordinator, Mr Joshua Kyeremeh, on each cheque, agreed that every major transaction on the account required his signature and approval, and agreed that all three cheques were special operations funds authorised by him that

could have been withdrawn in cash without hindrance. PW4 accepted the Coordinator's co-signature on all three cheques, admitted that he was not privy to the discussions between the Coordinator and A1 concerning them, and could not say where the Coordinator intended them to be lodged or for what purpose.

Cross-examination of PW2 — 11th March 2026

Q: *Every major transaction that occurred on the Coordinator's account-NSC with account number 107-003-067-7849 required the National Security's Coordinator's signature and approval, is that not so?*

A: *Yes my Lord.*

Q: *Take a look at Exhibit 5 series, the One Million Cedis Cheque, the cheque bears the signature of the National Security's Coordinator, is that not so?*

A: *Yes my Lord.*

Q: *Who was the National Security's Coordinator who signed the cheque?*

A: *Mr. Joshua Kyeremeh.*

Q: *Can you also look at Exhibit 5 series with the cheque of 27,100,000 Ghana Cedis, it is signed by who?*

A: *It is signed by Mr. Joshua Kyeremeh and A1.*

Q: *Can you also look at Exhibit 5 series with the cheque of 21,000,000 Ghana Cedis, the National Security Coordinator signed the cheque, is that not so?*

A: *Yes my Lord.*

Q: *All the three cheques you have identified are signed by the National Security Coordinator were funds for special operations purposes, is that not so?*

A: *Yes my Lord.*

Cross-examination of PW2 — 11th March 2026

Q: *You also agree with me that the National Security Coordinator was authorizing the three cheques out of the special operations accounts with Fidelity Bank?*

A: *Yes my Lord.*

Q: *You also agree with me that in your scheme on special operations funds, these amounts could have been withdrawn in cash without any hindrance?*

A: *Yes my Lord.*

Cross-examination of PW4 — 7th July 2026

Q: *You just stated that the three cheques totaling 49.1 Million Ghana Cedis were not only signed by A1 but also his boss, the National Security Coordinator, not so?*

A: *Yes my Lord.*

Q: *You were not privy to the professional discussions between the National Security Coordinator and A1 regarding the three cheques?*

A: *I was not privy.*

Q: *It must be evident to you that the National Security Coordinator as a co-signatory to the three cheques understood where the cheques were lodged and for what purposes?*

A: *I cannot tell.*

Cross-examination of PW4 — 15th July 2026

Q: *Are you abandoning your clear position that the National Security Coordinator's signature was on all the three cheques?*

A: *The late National Security Coordinator's signature was on the three cheques which had the payee name, BNC operations whereas A1 caused the three cheques to be deposited into a private limited liability account, BNC Communications Bureau Limited with UMB.*

- 4.18. Fidelity Bank's account of the movement of the three cheques (Exhibit 35) is that the signatories engaged the bank before the funds were moved and that the funds were moved to UMB Bank to take advantage of a more competitive foreign exchange rate. PW4 did not challenge that explanation, and the same is undeniably inconsistent with the Prosecution's theory of a secret diversion by one signatory.

Cross-examination of PW4 — 7th July 2026

Q: *Pius Thomas Andoh of Fidelity Bank in Exhibit 35 graciously explained the movement of the three cheques, not so?*

A: *Yes my Lord.*

Q: *You do not challenge his explanation relative to the movement of the three cheques, do you?*

A: *I do not challenge.*

Q: *So the bank was clear that before the movement of the three cheques, they engaged the signatories?*

A: *Yes my Lord.*

Q: *So the bank informed you that the monies were moved to the UMB Bank to take advantage of the competitive forex rate, not so?*

A: *Yes my Lord and for a forex transaction.*

Cross-examination of PW4 — 29th July 2026

Q: *From the statement of Thomas Pius Andoh in Exhibit 35, the Fidelity Bank informed you that they held discussions with the signatories of the Coordinator's account – NSC prior to the movement of funds from that account to UMB Bank, not so?*

A: *Yes my Lord.*

4.19. The purpose of the three cheques was never established by a competent witness or document

4.20. PW2 prepared the cheques but did not know their operational purpose, because special operations were managed on a need-to-know basis. When confronted on whether each cheque was authorised for a cyber defence system, she answered "*I do not know*". She accepted that the Coordinator's knowledge of the purpose was certain because he signed the cheques, that the top hierarchy of the National Security Council would know the purpose, and that others would find it very difficult to know. She testified that a request for special operations funds would originate from the Director of BNC by memo or letter to the Coordinator, so that documentation covering the request and release of funds would exist. EOCO showed her only the three cheques, the deposit slips and one invoice, and no document linking any release of GH¢49,100,000 to a cyber defence system. Again, she affirmed that she prepared no budget of GH¢49,100,000 or US\$7,000,000 for such a system.

Cross-examination of PW2 — 11th December 2025

Q: *In your position as the head of finance under the National Security Coordinator can you tell what the Forty Nine Million, One Hundred Thousand Ghana Cedis, the total of the three cheques were for?*

A: *My Lord I do not know.*

Q: *You will not know because on the account of the need-to-know policy, did you have the clearance to know, is that not so?*

A: *Yes my Lord.*

Q: *So you will agree with me that only National Security persons with clearance to know would know.*

A: *Yes my Lord.*

Q: *For these three cheques totaling Forty Nine Million, One Hundred Thousand Ghana Cedis who would have the clearance to know the purpose of the funds?*

A: *My Lord I assume the Director General at the time Director BNC, maybe the coordinator or Minister for National Security or anybody at the top most hierarchy of the National Security Council.*

Q: *In relation to the purpose of the three cheques the knowledge of the National Security Coordinator and their purpose are certain because he signed the cheques, is that not so?*

A: *Yes my Lord.*

Q: *So you will admit that apart from those who have security clearance to know the purpose of the three cheques it will be very difficult for any other person to know why the cheques were issued.*

A: *Yes my Lord.*

Cross-examination of PW2 — 18th March 2026

Q: *Tell this Honourable Court, do you know the purpose for which the National Security Coordinator authorized the payment of 27.1 Million Ghana Cedis, 1 Million Ghana Cedis and 21 Million Ghana Cedis on the 5th of February, 18th March and 30th March, 2020 respectively?*

A: *No my Lord.*

Q: *Was the cheque of 27.1 Million Ghana Cedis authorized by the National Security Coordinator on 5th February, 2020 for a cyber defence system?*

A: *I do not know.*

Q: *Was the cheque of 1 Million Ghana Cedis authorized by the National Security Coordinator on 18th March, 2020 for a cyber defence system?*

A: *I do not know.*

Q: *Was the cheque of 21 Million Ghana Cedis authorized by the National Security Coordinator on 30th March, 2020 for a cyber defence system?*

A: *I do not know.*

Cross-examination of PW2 — 24th March 2026

Q: *But if you want to apply monies for special operations, it would involve a request, is that not so?*

A: *Yes my Lord.*

Q: *In activating the procedure, the Director BNC would have been the originator of such request by way of a memo or letter, is that not so?*

A: *Yes my Lord.*

Q: *So certainly, there would be a documentation covering the request and release of funds for special operations?*

A: *Yes my Lord. Request for funds from the Ministry of Finance.*

Q: *When the Director of the BNC needs monies for special operational activities, he would write to the National Security Coordinator and not the Minister of Finance for funding, is that not so?*

A: *Yes my Lord.*

Cross-examination of PW2 — 24th March 2026

Q: *From your statements to EOCO, the investigators did not show you any document covering the request and release of the 49.1 Million Ghana Cedis, did they?*

A: *No my Lord. They showed me the transfer documents.*

Q: *Were you shown any invoice with the amount of 49.1 Million Ghana Cedis for the purchase or acquisition of a cyber defence system?*

A: *No my Lord.*

Q: *Also, did they show you any document at all linking the request and release of 49.1 Million Ghana Cedis towards the acquisition of the cyber defence system?*

A: *No my Lord.*

Q: *As Head of Finance of BNC in 2020, did you prepare a 49.1 Million Ghana Cedis budget relating to the acquisition of a cyber defence system?*

A: *No my Lord.*

Q: *Did you prepare at all a 7 Million budget for the acquisition for a cyber defence system in the year 2020?*

A: *No my Lord.*

- 4.21. The Prosecution produced no request memorandum, payment voucher, operational authorisation, briefing note, minute or other originating instrument stating the purpose of any of the three cheques or to substantiate their central allegation that the said sums were intended for a cyber defence system. PW4 admitted that he made no specific request for such documents, that he cannot tell the purpose of the cheques from any authorising document, and that the purpose cannot be told from the bank statements. He accepted that the contract (Exhibit X) does not state the purpose of the GH¢49,100,000.

Cross-examination of PW4 — 1st September 2026

- Q:** *Did you obtain the request memos, payment vouchers or other authorization underlying the cheques in the sums of GH¢27.1 Million, GH¢1 Million and GH¢21 Million?*
- A:** *There were no such documents but in our engagements with the head of finance of NSB, Edith Ruby Adumuah Opokua, she stated that A1 instructed her to write these cheques.*
- Q:** *So you admit that you did not make any official request for them?*
- A:** *Our request had always been to the National Signals Bureau who could not provide any such documents if they ever existed.*
- Q:** *Can you point to this Honourable Court the request you made to the National Signals Bureau for the memos, payment vouchers or authorization pertaining to the three cheques?*
- A:** *I indicated that our request had always been to the National Signals Bureau and I did not state that a specific request was made for these documents.*
- Q:** *So you cannot tell this court from any authorizing document the particular purpose for which those three cheques was issued?*
- A:** *No my Lord because no such document came into our possession during our course of investigations.*

Cross-examination of PW4 — 1st September 2026

- Q:** *I put it to you that you cannot glean the purposes of the three cheques from the bank statements from the Coordinator's account NSC as well as the bank account of BNC Communications Bureau Limited.*
- A:** *You cannot tell the purpose by the bank statement.*

Cross-examination of PW4 — 15th July 2026

- Q:** *Can you show from this contract where it is stated that the purpose of the 49.1 Million Ghana Cedis was for the acquisition of a Cyber Defence System?*
- A:** *The contract does not state the purpose for the transfer of 49.1 Million Ghana Cedis. It rather states that BNC intends to purchase a Cyber Defence System which cost 7 Million USD.*

- 4.22. EOCO's written enquiry to the National Signals Bureau about the purpose of the cheques (Exhibit 33) bears the date of arraignment, 30th April 2025. The Bureau replied on 9th May 2025 (Exhibit 31) that "information on the purpose of the cheque transfer is not currently available". That reply did not say that the cheques were unauthorised or that they were for the cyber defence contract. The absence of "presently

available” information in an institution that did not exist when the cheques were issued is not proof that the cheques had no lawful purpose, and PW4 made no inquiry at the National Security Coordinator’s office, although the immediate past Coordinator is alive.

Cross-examination of PW4 — 15th July 2026

- Q:** *On your own showing, that is Exhibit 33, you went on an enquiry into the purpose of the three cheques totaling 49.1 Million Ghana Cedis after the accused persons had been charged and arraigned before the court on the 30th of April, 2025, not so?*
- A:** *On the face of Exhibit 33, the date of our letter is 30th April, 2025 but as I indicated earlier, there were preliminary enquiries into the purpose of the transfer.*
- Q:** *The National Signals Bureau responded to your request in the following words “Information on the purpose of the cheque transfer is not currently available”, not so?*
- A:** *Yes my Lord but with the permission of the court, if I could read the continuation. (Witness reads).*

Cross-examination of PW4 — 15th July 2026

- Q:** *Do you know that the immediate exited National Security Coordinator is alive?*
- A:** *Yes my Lord.*
- Q:** *Why have you not interrogated him, tell this Honourable Court.*
- A:** *As I indicated, we made a request to the National Signals Bureau where A1 was the Director General and where the funds were moved from, that is the Director BNC account belonging to the Bureau.*

4.23. No person or institution reported any loss

- 4.24. Fundamentally, the evidence led demonstrated that no one in the National Security establishment reported a theft or loss of GH¢49,100,000. PW2, the Head of Finance whose duty it would have been to flag such a loss, never did so. PW4 confirmed that Seth Kwadwo Danso, the Coordinator’s Director of Finance and a signatory to the account, reported no theft, and that no one at National Security or the National Signals Bureau reported that A1 moved any money without authority.

Cross-examination of PW2 — 18th March 2026

Q: *The first time you heard of a missing 49.1 Million Ghana Cedis was when A1 was arrested by EOCO?*

A: *Yes my Lord.*

Q: *As head of Finance of BNC, if 49.1 Million Ghana Cedis of BNC funds had gone missing, flagging it would have been part of your duty, is that not so?*

A: *Yes my Lord.*

Q: *You made an admission that you have never flagged a theft in the sum of 49.1 Million Ghana Cedis in your position as head of Finance of BNC?*

A: *Yes my Lord.*

Q: *As head of Finance, you have made no complaint to your superiors, the Attorney General, EOCO, the Auditor General or the police about any missing 49.1 Million Ghana Cedis?*

A: *No my Lord.*

Cross-examination of PW4 — 1st September 2026

Q: *You did not interview Seth Kwadwo Danso, the National Security Coordinator's Director of Finance and the signatory to the Coordinator's account –NSC at the Fidelity Bank in respect of these cheques and the financial arrangements at the National Security Coordinator's office?*

A: *We did not interview the said person.*

Q: *Seth Kwadwo Danso, who at all material times and still is the Director of Finance at the office of the national Security Coordinator did not report any theft by A1, did he?*

A: *No my Lord.*

Q: *Did anyone at the office of the National Security or NSB management report that A1 moved any money without authority?*

A: *No my Lord but the three cheques were signed by A1 and the late National Security Coordinator. The Director BNC account cheques were with the head of Finance of BNC, Edith Ruby Adumuah (PW2) who did not know why his boss, A1 was moving the funds.*

4.25. THE "EXACT EQUIVALENT" ALLEGATION AND THE SINGLE-PURPOSE THEORY

4.26. *The alleged "exact cedi equivalent" of US\$7,000,000 is arithmetically impossible*

- 4.27. The Summary of Accompanying Facts asserts that GH¢49,100,000 was “the exact Ghana cedi equivalent” of US\$7,000,000 at the exchange rate prevailing at the time of payment (paragraph 8), and PW4 repeated the assertion in his witness statement (Exhibit 32, paragraph 4). That is a mathematical proposition, and PW2, who testified that she came to court to speak on financial matters, disproved it using the rates in evidence. At GH¢5.87 to the dollar (6th April 2020), US\$7,000,000 equals GH¢41,090,000, a variance of GH¢8,010,000. At GH¢5.85 it equals GH¢40,950,000. At the highest 2020 rate in the official interbank rate sheet, Exhibit 4, GH¢5.7573 (31st December 2020), it equals GH¢40,301,100, and at the lowest, GH¢5.2793 (24th February 2020), it equals GH¢36,955,100. At GH¢5.45, the rate at which ISC Holdings was actually paid (GH¢9,537,500 for US\$1,750,000, Exhibit 20), US\$7,000,000 equals GH¢38,150,000, a variance of GH¢10,950,000. PW2 conceded that it was financially impossible for GH¢49,100,000 to convert to US\$7,000,000. PW4 maintained the original assertion without producing any contemporaneous foreign-exchange advice, conversion instruction, rate sheet or computation capable of reconciling the difference; confronted with the arithmetic, he said only that he had no comment on it. The supposed numerical identity was the Prosecution’s principal bridge between three domestic cheques and one foreign-currency contract (Exhibit X). Once that bridge collapses, treating the three cheques as a single criminal transaction has no evidential basis.

Cross-examination of PW2 — 11th December 2025

- Q:** *At the exchange rate of 5.87 as at 6th April, 2020 what will be the Cedi equivalent of Seven Million United States Dollars?*
- A:** *My Lord that will be Forty One Million and Ninety Thousand Ghana Cedis.*

Cross-examination of PW2 — 11th December 2025

- Q:** *You will agree with me that the sum of Forty One Million, Ninety Thousand Ghana Cedis is not equal to Forty Nine Million, One Hundred Thousand Ghana Cedis.*
- A:** *Yes my Lord.*
- Q:** *What is the variance/difference between the two i.e. Forty One Million, Ninety Thousand Ghana Cedis and Forty Nine Million, One Hundred Thousand Ghana Cedis?*
- A:** *My Lord Eight Million and Ten Thousand Ghana Cedis.*

Cross-examination of PW2 — 11th December 2025

- Q:** *Based on the exchange rate you projected before this Honourable Court that is 5.85 cedi to the dollar as at the 8th day of June, 2021 it is financially impossible that Forty Nine Million, One Hundred Thousand Ghana Cedis could convert to Seven Million Dollars.*
- A:** *Yes my Lord.*

Cross-examination of PW2 — 11th December 2025

Q: *Kindly take a look at Exhibit "4" and tell this Honourable Court what the highest exchange rate of the cedi to the dollar as borne out by Exhibit "4" for the period between 1st January, 2020 and 31st December, 2020.*

A: *My Lord 5.7573 as at 31st December, 2020.*

Q: *What will be the cedi equivalent of Seven Million United States Dollars using the exchange rate of Ghana Cedis 5.7573 to the dollar?*

A: *Forty Million, Three Hundred and One Thousand, One Hundred Ghana Cedis.*

Q: *Take the lowest exchange rate in terms of Exhibit "4"*

A: *5.2793 as at 24th February, 2020.*

Q: *So with the rate of 5.2793 Cedi to Dollar, how much Cedis can you buy with Seven Million United States Dollars?*

A: *Thirty Six Million, Nine Hundred and Fifty Five Thousand, One Hundred Ghana Cedis.*

Cross-examination of PW4 — 15th July 2026

Q: *In paragraph 4 of Exhibit 32, your witness statement which is in sync with the allegation in the statement of accompanying fact, you were emphatic that "the Ghana Cedi equivalent of 7 Million USD at the time of the contract was 49.1 Million Ghana Cedis, the exact amount that A1 diverted", is that correct?*

A: *Yes my Lord.*

Q: *Do you still stand by your position relative to the figures in the charge sheet that 7 Million USD is equivalent to 49.1 Million Ghana Cedis at the material time?*

A: *Yes my Lord.*

4.28. My Lord, a drowning man will clutch at straws.

Cross-examination of PW4 — 15th July 2026

Q: *I put it to you that the simple arithmetical division of GH¢9,537,500 by 1,750,000 USD which you admit was transferred to ISC Holdings would give you the rate of 1 USD to GH¢5.45.*

A: *My Lord, if that is his arithmetic, I have no comment on it.*

Cross-examination of PW4 — 15th July 2026

Q: *I put it to you that by this rate, a dollar to GH¢5.45, the cedi equivalent of 7 Million Dollars translates into GH¢38,150,000 at the material time?*

A: *If that is his arithmetic, I have no comment on it.*

Q: *I put it to you that the difference between 49.1 Million Ghana Cedis and 38.150 Million Ghana Cedis is in the whopping sum of GH¢10,950,000.*

A: *If that is his arithmetic, I have no comment on it.*

Q: *I put it to you that the whopping variance of GH¢10,950,000 should have made it very clear to you that the 49.1 Million Ghana Cedis was never intended for the purchase of a Cyber Defence System valued at 7 Million USD.*

A: *My Lord if that is his arithmetic, I have no comment.*

4.29. *The dates and amounts of the cheques contradict the single-purpose theory*

4.30. The first cheque of GH¢27,100,000 was deposited on 6th February 2020. It is the Prosecution's own case that US\$1,750,000 (GH¢9,537,500) was remitted to ISC Holdings on 6th February 2020 (SWIFT dated 7th February 2020) against invoice NSC006 as a 25% first payment for a cyber defence system (Exhibits 11 and 20). PW4 conceded that the remittance came out of the first cheque alone, and that when it was made the GH¢1,000,000 and GH¢21,000,000 cheques had not been issued or deposited. Those cheques were deposited on 18 and 30th March 2020, six weeks and two months later. The contract (Exhibit X) speaks of a US\$7,000,000 price and payment milestones. It does not identify the three cheques or state that GH¢49,100,000 was required, and Exhibit 35 does not show that any cheque was for the cyber defence system.

Cross-examination of PW4 — 23rd July 2026

Q: *Indeed, the three cheques of 27.1 Million Ghana Cedis, 1.0 Million Ghana Cedis and 21 Million Ghana Cedis in Exhibits S and 5 series were deposited on 6th February, 2020, 18th March, 2020 and 30th March, 2020 respectively, is that not so?*

A: *Yes my Lord.*

Cross-examination of PW4 — 23rd July 2026

Q: *You have also testified in this court that the remittance in the sum of GH¢9,537,500, the equivalent of USD 1,750,000 from the account numbered 0241424233018 to ISC Holdings was done on the 6th February, 2020, not so?*

A: *Yes my Lord. On the bank statement, it was transferred on 6th February, 2020 but the swift attached was dated 7th February, 2020.*

Cross-examination of PW4 — 23rd July 2026

Q: *It is correct, is it not that as of the 6th day of February, 2020, only the first cheque in the sum of GH¢27.1 Million had been*

lodged into the account numbered 0241424233018 at UMB Bank, not so?

A: *Yes my Lord.*

Cross-examination of PW4 — 23rd July 2026

Q: *It follows that this remittance of GH¢9,537,500 to ISC Holdings was made out of the GH¢27.1 Million deposit that had been credited into the account numbered 0241424233018 at UMB Bank, that is clear?*

A: *Yes my Lord.*

Q: *You will agree that at the time the sum of GH¢9,537,500 was transferred to ISC Holdings, the two cheques of GH¢1,000,000 and GH¢21 Million had not been issued or deposited into the account numbered 0241424233018, not so?*

A: *Yes my Lord.*

Cross-examination of PW4 — 23rd July 2026

Q: *The payment of the sum of 1 Million Ghana Cedis cheque into the BNC operations account at UMB was made on 18th March, 2020, six weeks after the 6th February, 2020 transfer to ISC , is that not so?*

A: *The transfer to ISC Holdings was done on 6th February, 2020 and the second cheque of 1 Million Ghana Cedis was deposited on 18th March, 2020.*

Q: *The cheque of 21 Million Ghana Cedis was deposited into the BNC operations account at UMB on 30th March, 2020 with a value date of 1st April, 2020, two months after the 6th February, 2020 transfer to ISC Holdings?*

A: *Yes my Lord.*

4.31. The Prosecution therefore failed to prove any link between the balance of that cheque, the second and third cheques and the cyber defence contract.

4.32. ***The contract was not used to clear the cheques***

4.33. The Summary of Accompanying Facts alleges that A1 cited the contract of 30th January 2020 to get the first cheque cleared (paragraph 6). That allegation is unproven. PW2 testified that no contract had to be shown to UMB Bank to lodge any of the cheques. PW4 accepted that Exhibit X and invoice Exhibit 11 were the supporting documents for the transfer of US\$1,750,000 to ISC Holdings, not for the lodgement of the cheques.

Cross-examination of PW2 — 11th March 2026

Q: *In depositing the first cheque of One Million, you did not have to show any contract document to the UMB Bank prior to the bank accepting the cheque?*

A: *No my lord. You do not have to.*

Q: *In respect of the two other cheques, there was no need to show a contract to the UMB Bank as a condition to lodge the cheques?*

A: *No my Lord. There was no need.*

Cross-examination of PW4 — 29th July 2026

Q: *You have confirmed in this court that the UMB Bank indeed made this payment of this 1,750,000 USD to ISC Holdings on the basis of Exhibits X and 11 as supporting documents, not so?*

A: *Yes my Lord but in a report obtained from the Bank, they indicated that they requested for a letter from the Controller and Accountants General's Department approving this transfer that although A1 and A2 could not furnish them with this said approval, they regardless went ahead with the transfer in hope that A1 would later furnish them with the requested documents which A1 never furnished them with.*

4.34. In answering the last question PW4 volunteered that, according to "a report obtained from the Bank", UMB had asked A1 and A2 for a Controller and Accountant-General's approval of the transfer, which was never supplied. That is hearsay from a document that was not tendered. It was not put to any bank witness, and no such request or report is in evidence.

4.35. **THE PRIVATE COMPANY, THE UMB ACCOUNT AND THE ALLEGATION OF CONCEALMENT**

4.36. ***The account was known to all parties as the "BNC operations" account***

4.37. The Prosecution alleges that A1 and A2 incorporated BNC Communications Bureau Limited with a name "carefully styled" to resemble that of the Bureau of National Communications, opened its UMB account on 5th February 2020, the date of the first cheque, and paid the cheques into it (Summary of Facts, paragraphs 5 to 7). PW4 regarded the similarity of names as "misleading" and the pay-in slip of the first cheque as intentional concealment. The evidence adduced shows that the account was openly known to the bank and to every party dealing with it as the "BNC operations" or "BNC OPS" account. The transfer instructions and emails in Exhibits 19, 23V, 25B and 25C refer to it as "BNC operations" or "BNC OPS", and PW4 accepted that the

account is referred to as "BNC Communications Bureau Limited – operations". PW3 agreed that she and all the other parties transacting on the account knew that it was the BNC Communications Bureau Limited account. All three pay-in slips bear the same account number, 0241424233018. Neither the National Security Coordinator nor UMB Bank raised any concern about the cheques, the account name or the account number, and PW2 knew of no other account called "BNC operations". PW4 found no other account of that name and could not say that the Coordinator had any other account in mind when he signed the cheques payable to "BNC operations".

Cross-examination of PW3 — 9th June 2026

Q: *So these documents make references to BNC OPS, is that not so?*

A: *There is BNC OPS on the mail.*

Q: *The references to BNC operations and BNC OPS in these emails, Exhibits 19, 23V, 25B and 25C refer to account number 0241424233018, that is correct.*

A: *Yes my Lord.*

Q: *It is clear that you and all the other parties transacting on this BNC operations or BNC OPS account knew that this was the same as BNC Communications Bureau Limited's account at the Labone branch of the UMB Bank, not so?*

A: *Yes my Lord.*

Cross-examination of PW2 — 2nd April 2026

Q: *In preparing the three cheques totaling 49.1 Million Ghana Cedis for the National Security Coordinator's signature, you did not raise any concerns to him about these cheques, did you?*

A: *No my Lord.*

Q: *On arrival at the UMB Bank, on the two separate occasions to deposit cheques, did the bank raise any concerns or suspicions with you about the cheques?*

A: *No my Lord.*

Q: *The question is, did the UMB Bank raise any concerns about the account number?*

A: *No my Lord.*

Q: *Did the UMB Bank raise any concerns about the account name?*

A: *No my Lord.*

Q: *As Head of Finance at the BNC at the time, apart from this UMB account, do you know any other account with the account name BNC operations belonging to the Bureau?*

A: *No my Lord.*

Cross-examination of PW4 — 7th July 2026

Q: *The payee of all the three cheques totaling 49.1 Million Ghana Cedis was BNC operations, is that correct?*

A: *Yes my Lord.*

Q: *From Exhibits 9, 10 and S1, two of the deposit slips record "BNC operations" and the other records "BNC Communications Bureau Limited –Operations" as the names of the accounts, not so?*

A: *Yes my Lord.*

Q: *Significantly, all these deposit slips record the same account number, 0241424233018?*

A: *Yes my Lord.*

Q: *And you can confirm from the bank statement, Exhibit U that all three cheque payments were credited into the account numbered 0241424233018?*

A: *Yes my Lord.*

Q: *In your investigations, did you discover any account with the account name BNC operations?*

A: *No my Lord.*

Q: *Can you point to any evidence to show that the National Security Coordinator, Joshua Kyremeh in signing out those three cheques to BNC operations had another account in mind apart from the BNC Communications Bureau Limited's account at the Labone Branch of the UMB Bank?*

A: *I would not know if he had any other account in mind but what I know is that the payee description was BNC operations whereas A1 and A2's private company limited account was known as BNC Communications Bureau Limited –operations which in fact was created on the same date the first cheque was written, that is 5th February, 2020.*

Q: *So from your thorough investigations and analysis, where were the three cheques supposed to be lodged apart from what is before this court?*

A: *I would not know where exactly the three cheques were to be lodged when signed by the National Security Coordinator but what I know is that, after their cheques were signed, they were deposited into A1 and A2's private limited liability company, BNC Communications Bureau Limited which from records is*

unknown to the National Signals Bureau and the head of finance, Edith Ruby Adumuah.

- 4.38. ***The account was described to the investigators as an authorised special purpose vehicle, and PW4 did not investigate that explanation***
- 4.39. EOCO became informed by A1's statement of 15th May 2025 (Exhibit 41) and the memorandum Exhibit AE that the UMB account was a special purpose vehicle created for the National Security exigencies of the time; that the National Security Coordinator wrote to A2, as chief executive of A3, to authorise the opening and operation of the account; and that National Security was the ultimate beneficiary. PW4 dismissed this as an "afterthought", but he did not ask the Coordinator's office whether the account was authorised. He enquired only of the National Signals Bureau, which did not exist in February 2020. PW2 confirmed that A2, as the spouse of an operative, would have undergone mandatory vetting, and that she would not know of any role assigned to A2 because of the need-to-know policy. PW4 made no enquiry into A2's vetting or any appointment as an agent, asset or source.

Cross-examination of PW4 — 8th September 2026

- Q:** *In Exhibit 41, A1 provides further information stating that his wife (A2) was written to in her capacity as CEO of Advantage Solutions Limited (A3) by the National Security Coordinator to authorize the opening and operation of the account, not so?*
- A:** *Page 3, last paragraph indicates that A2 was written to by the National Security Coordinator to authorize the opening and operation of their so-capped SPV BNC account.*
- Q:** *A1 also asserted in Exhibit 41 that the National Security was the ultimate beneficiary of the Special Purpose Vehicle, BNC Communications Bureau, not so?*
- A:** *These are basically the same afterthoughts which was put in the memo, Exhibit AE which I have indicated to this court that the National Signals Bureau have no knowledge of this so-called SPV account, BNC Communications Bureau Limited's account and also, if I can recall, in one of the caution statements, A2 indicated that she has no knowledge of BNC Communications Bureau Limited.*
- Q:** *So habitually, you did not take any steps to confirm these assertions with the National Security Coordinator?*
- A:** *As I indicated, we made enquiries with the National Signals Bureau who had no knowledge of this BNC Communications Bureau Limited. A2 in her own caution statement denied knowledge of BNC Communications Bureau Limited.*

Cross-examination of PW4 — 1st September 2026

Q: *Did you find out from the National Security Coordinator or his office as to whether or not there was a letter authorizing the opening of the BNC Communications Bureau Limited's account at the UMB?*

A: *Although we did not make the request to the National Security Council Secretariat we made a request to the National Signals Bureau who denied knowledge of BNC Communications Bureau Limited and again, on the account opening document of the Director BNC at Fidelity Bank, there is a letter from the National Security Coordinator instructing for the opening of the account but with respect to the account opening documents of BNC Communications Bureau Limited, there was no such letter found. Only the company registration of BNC Communications Bureau Limited.*

Q: *Did you find out from the National Security Coordinator or the office of the National Security Council Secretariat, the documentation for the opening of the BNC Communications Bureau Limited account at the UMB?*

A: *As I indicated earlier, we made enquiries with the National Signals Bureau formerly known as the Bureau of National Communications, BNC and not the National Security Council Secretariat because BNC prior to its evolution to NSB was under the National Security Council Secretariat for which reason, our enquiries with the National Signals Bureau and interviews with Edith Ruby Adumuah, the accountant of National Signals Bureau came out that BNC Communications Bureau Limited's account is unknown to them.*

Cross-examination of PW2 — 20th April 2026

Q: *You know through your training that as a spouse, A2 would have undergone the same mandatory vetting prior to the marriage, is that not so?*

A: *Yes my Lord.*

Q: *Do you know if after the vetting of A2, she was assigned any role by the National Security?*

A: *No, I do not.*

Q: *You would not know that A2 was assigned a role in the National Security by reason of your proverbial need to know policy, is that not so?*

A: *Yes my Lord.*

Cross-examination of PW4 — 27th July 2026

Q: *Are you aware that by virtue of A2 being the spouse of A1, she would have been vetted and a file on her kept by the National Security Coordinator?*

A: *I do not know about that.*

Q: *In the course of your investigations, did you make an enquiry into the vetting of A2 and any related appointment as an agent, asset or a source of confidential assistance to the National Security Coordinator?*

A: *No my Lord.*

- 4.40. UMB's suspicious transaction report (Exhibit AH) did not treat the opening of the account or the lodgement of the three cheques as suspicious. Its principal concern was the GH¢7,200,000 routed through A1's account back to the Coordinator's account at Fidelity Bank. PW4 did not confirm from the Financial Intelligence Centre that any report was filed or acted upon.

Cross-examination of PW4 — 29th July 2026

Q: *Did you confirm from the Financial Intelligence Centre whether or not an STR was actually filed?*

A: *No my Lord.*

Q: *From your reading of Exhibit AH, the purported report's principal concern was the movement of the sum of 7.2 Million from the BNC Communications Bureau account through A1's account and back into the Director –BNC account at Fidelity Bank from which it had originally been paid?*

A: *Yes my lord.*

Q: *From Exhibit AH, the report did not find the account opening suspicious?*

A: *It did not find the account opening suspicious.*

Q: *Again the purported report did not indicate any suspicion with the depositing of the three cheques which had the payee as 'BNC operations', did it?*

A: *Per this report, that was not mentioned.*

Q: *The purported report did not find any other transaction on that account to be suspicious, that is clear, is it not?*

A: *On this report, there was no other information with respect to suspicious transactions mentioned.*

- 4.41. **THE CYBER DEFENCE CONTRACT, THE INVOICES AND DELIVERY**

4.42. ***The inventory relied upon (Exhibit AJ) is not proof of non-delivery***

- 4.43. The Prosecution alleges that no cybersecurity system of the contract description was ever received, and relies on a so-called “*an inventory confirmation from the National Security Secretariat*” (Summary of Facts, paragraph 9). That document is Exhibit AJ, a letter of 17th April 2025 from the National Signals Bureau to the Attorney-General. It lists technical surveillance countermeasure (TSCM) equipment and detectors acquired in 2018. It was not shown to be a complete inventory of the cyber systems, software, licences or services supplied by ISC Holdings. The request that produced it is not in evidence, so its scope cannot be known, and it omits the Digitized Investigative Auditing System, whose delivery is not disputed.

Cross-examination of PW4 — 30th July 2026

Q: *You agree that this letter, that is Exhibit AJ makes no reference to any prior enquiry from the Attorney General or EOCO, not so?*

A: *On the face of it, it did not make reference.*

Q: *You also agree that Exhibit AJ was not written in a vacuum?*

A: *Yes my Lord.*

Q: *Without the benefit of the specific enquiry made by the Attorney-General, the proper scope and context of Exhibit AJ cannot be known to the court, not so?*

A: *On the face of it, it cannot be known.*

Cross-examination of PW4 — 30th July 2026

Q: *Tell the court what Technical Surveillance Counter Measures equipment (TSCM) as stated in Exhibit AJ are.*

A: *I do not know.*

Q: *Have a look at Exhibit AJ and point out to this court the Digitized Investigative Auditing System acquired via Exhibit B4.*

A: *On Exhibit AJ among the equipment listed, there is no mention of a Digitized Investigative Audit System and reference to Exhibit B4, it is an invoice for the purchase of a Digitized Investigative Audit System dated 30th March, 2020.*

Q: *Exhibit AJ does not refer at all to a Digitized Investigative Auditing System, a Cyber Defence System or any system whatsoever?*

A: *Exhibit AJ is an inventory of equipment, forensic tools and related detection systems which does not include the Cyber Defence System and Digitized Investigative Audit System.*

Cross-examination of PW4 — 25th August 2026

Q: *You have relied on Exhibit AJ as the inventory confirmation upon which you conclude that the Cyber Defence System, subject matter of this criminal case was never delivered, not so?*

A: *Yes my Lord.*

Q: *Your Exhibit AJ only shows TSCM equipment purchased in the year 2018 and not a full inventory of systems and equipment at both the office of the National Security Coordinator and the National Signals Bureau, that is clear?*

A: *It was a request for inventory within the period under investigations from the National Signals Bureau and this is the response we obtained from them.*

- 4.44. The National Signals Bureau's own answer to EOCO (Exhibit 31) is that it operates systems supplied by ISC Holdings and could neither confirm nor deny receipt of equipment relating to invoice 31 (Exhibit B2). That qualified answer is inconsistent with the categorical assertion that nothing was delivered. PW4 did not ask for the list of ISC systems, did not identify who received them, did not speak to those who operate them, took no statement from ISC Holdings, which is a material witness. No complaint has been made against ISC Holdings for non-delivery.

Cross-examination of PW4 — 25th August 2026

Q: *By this letter, National Signals Bureau informed EOCO that they operate systems supplied by ISC Holdings Limited, not so?*

A: *Yes my Lord.*

Q: *They were however unable to confirm or deny the receipt of any equipment related to Invoice No. 31, Exhibit B2, not so?*

A: *Yes my Lord.*

Q: *Did you ask for the list of the systems supplied by ISC Holdings as confirmed by the letter in Exhibit 31?*

A: *No my Lord.*

Q: *Did you identify who in the National Security received these systems from ISC Holdings?*

A: *No my Lord.*

Cross-examination of PW4 — 25th August 2026

Q: *Did you exact a statement from ISC Holdings Limited touching on the critical matter of the delivery of the Cyber Defence System at the heart of this case?*

A: *No my Lord.*

Cross-examination of PW4 — 25th August 2026

Q: *I put it to you that the National Security Council Secretariat has not made any complaint against the ISC Holdings Limited of Israel for non-delivery of the Cyber Defence System.*

A: *I do not know about that.*

Cross-examination of PW4 — 30th July 2026

Q: *There is however no such dispute about the Digitized Investigative Audit System paid through the selfsame Coordinator's account - NSC at the Fidelity Bank, is there?*

A: *Our investigations was not to determine whether the genuine invoice number NSC 006 used to purchase Digitized Investigative Audit System was delivered to the National Signals Bureau or not.*

Q: *So it is your position that the Digitized Investigative Audit System was never delivered to the National Security?*

A: *I cannot tell.*

Cross-examination of PW2 — 20th April 2026

Q: *So from where you are seated, it is only the top hierarchy of the National Security set up who would be able to speak to the delivery of the Cyber Defence System, is that not so?*

A: *Yes my Lord.*

Q: *Again, it is the ISC Holding Limited, the Israeli company who can confirm the delivery of the Cyber Defence System to the National Security set up?*

A: *It is not only the ISC that can speak to the delivery. It is both the ISC and the superiors of the National Security set up.*

4.45. The Prosecution's own payment records show a genuine supplier transaction

4.46. The Prosecution describes invoice NSC006 (Exhibit 11) as fake because the National Signals Bureau holds a different invoice with the same number (Exhibit B4, for the Digitized Investigative Auditing System). PW2 accepted that the two invoices differ in description, amount and date and are separate and distinct. She could not say which, if either, was in error, because only Exhibit B4 had come to her attention. The invoices she called "*official*" were simply those that came to her personal knowledge. PW4 accepted that the two invoices relate to different purchases, and he never verified the supposedly fake invoice with its issuer, ISC Holdings.

Cross-examination of PW2 — 20th April 2026

Q: *Although Exhibit 11 and Exhibit B4 carry the same invoice number, the two are totally different in terms of payment description, amount, value and date, is that correct?*

A: *Yes my Lord.*

Q: *Obviously, they would also be different in terms of their corresponding swift advices, is that not so?*

A: *Yes my Lord.*

Cross-examination of PW2 — 20th April 2026

Q: *In all the invoices and the swift advices that have come to your attention, is the payment of 1,750,000 USD for a 25% first payment duplicated anywhere?*

A: *No my Lord.*

Q: *In your Exhibits A and B series, there is no duplicate invoice of USD1,750,000 for a "25% first payment, signing of PO" aside invoice number NSC 006 in Exhibit 11?*

A: *No my Lord. The invoice number with the same value is invoice No. 31.*

Q: *The description in invoice number NSC006 in Exhibit 11 and invoice No. 31 in Exhibit B2 are separate and distinct, is that not so?*

A: *Yes my Lord.*

Cross-examination of PW2 — 27th April 2026

Q: *Clearly, when you referred to invoices on your official records, you are only referring to those that came to your personal knowledge, is that not so?*

A: *Yes my Lord.*

Q: *So given their relative dates, which of these would you say was in error if at all?*

A: *Exhibit B4 came to my notice but Exhibit 11 did not so I cannot tell which one is in error.*

Q: *So when you said one of the two invoices must be in error, you were conjecturing, it was not a statement of fact?*

A: *The invoice numbers are the same and in our field, if you have two invoice numbers and indeed, ten invoices with the same number, it would be difficult to differentiate and it would be difficult for somebody to see an error or fraud if it occurs.*

Cross-examination of PW4 — 26th August 2026

Q: *I put it to you that if you had made a proper enquiry into the invoices for the Digitized Investigative Auditing System and*

the Cyber Defence System, it would have been clear to you that although Exhibits 11 and B series (marked as B4) both bear the invoice number NSC 006, they each relate to a separate acquisition as described on the respective invoices.

A: *Yes my Lord. The invoices per Exhibit 11 and B4 in Exhibit B series are all numbered NSC - 006 but for purchase of different devices.*

Cross-examination of PW4 — 30th July 2026

Q: *On the face of the invoices, who was the issuer of them?*

A: *On the face of the invoices, it is ISC Holdings Limited.*

Q: *Did you verify this purportedly “fake” invoice with the issuer of the invoices, that is ISC Holdings Limited of Israel?*

A: *No my Lord.*

- 4.47. Exhibit 11 describes a “twenty-five percent (25%) first payment – signing of PO”, and the SWIFT advice (Exhibit 20) shows an actual transfer of US\$1,750,000 to ISC Holdings on 7th February 2020 into the same ISC account (No. 318715) that received payment on invoice 31. PW4 does not doubt that ISC Holdings received the money. PW2 processed further payments on invoice 31 (Exhibit B2) against the milestones of 15% on delivery and 10% on acceptance, and she accepted that those payments were genuine. PW4 accepted that those milestones correspond with the payment schedule in the contract, Exhibit X. The payments on invoice 31 were made from the Coordinator’s account, including a SWIFT of 15th October 2020 from a second Coordinator’s account. PW2 identified no duplicate invoice for the 25% first payment other than Exhibit 11, and PW4 found no contract other than Exhibit X.

Cross-examination of PW2 — 20th April 2026

Q: *Compare Exhibit 11 and the invoices and swift slips in Exhibit A series and confirm if the receiving account details for ISC are the same?*

A: *Yes my Lord, they are the same.*

Q: *Again please compare Exhibit 11 and the invoice and swift slips in Exhibit B series for the Cyber Defence System and confirm if the receiving bank details for ISC are the same?*

A: *Yes my Lord.*

Cross-examination of PW2 — 20th April 2026

Q: *You processed these invoices for payments because they were genuine transactions, is that not so?*

A: *Yes my Lord.*

Q: Take a look at Exhibit A4 and read out the two payments milestones on the invoice.

A: 15% payment upon delivery with a total sum of 1,050,000 USD and 10% payment upon acceptance with a total value of 700,000 USD which sums up to 1,750,000USD.

Q: And the invoice was duly processed and paid for?

A: Yes my Lord.

Cross-examination of PW4 — 29th July 2026

Q: You have no reason to doubt the authenticity of the invoices as borne out by Exhibit B series handed to you, do you?

A: I do not doubt it.

Cross-examination of PW4 — 29th July 2026

Q: Please tell the court the account details into which the amount due was to be paid.

A: On the invoice, it reads 'Account name, ISC International Security Consultants Holdings Limited. Bank; First International Bank of Israel, Account Number, 318715.

Q: This is the same account into which the invoice number 31, that is Exhibit B2 was paid, not so?

A: Yes my Lord.

Cross-examination of PW4 — 29th July 2026

Q: Have a look at Exhibit X, it relates to the contract of the Cyber Defence System, is that not so?

A: Exhibit X is the purchase agreement dated 30th January, 2020 between BNC and ISC Holdings which A1 presented to UMB.

Q: Please pay attention in particular to the payment schedule and timeline. Under the agreed payment terms, ISC Holdings was entitled to 15% upon delivery and installation of the software and a further 10% upon acceptance, is that not so?

A: Yes my Lord.

Q: Your Exhibit B2 is consistent with this delivery and acceptance payment milestone in Exhibit X, not so?

A: Yes my Lord. The percentages correspond.

Q: Do you agree that Exhibit B2 that is Invoice No. 31 by the indication of the payment milestones and percentages was not a standalone invoice but formed part of a series of milestone payments, not so?

A: I cannot tell if it was a standalone invoice.

Cross-examination of PW4 — 29th July 2026

Q: *So you do not doubt at all that the ISC Holdings received the sum of 1,750,000UD?*

A: *Based on the account details, I do not doubt.*

Cross-examination of PW4 — 29th July 2026

Q: *Have you found any other contract undergirding Invoice No. 31 which is Exhibit B2?*

A: *Only invoices were received from the National Signals Bureau in respect of the purchase of a Cyber Defence System on invoice No. 31.*

Cross-examination of PW4 — 26th August 2026

Q: *Take a look at the swift transfer dated 15th October, 2020 and marked 12 in Exhibit 35, this swift transfer was made from account number 1971030677811 towards invoice numbers 28 and 31, not so?*

A: *Yes my Lord.*

Q: *Invoice number 31 which has been tendered in this court which has been marked as B2 in Exhibit B series also relates to the 15% and 10% payment milestones for the Cyber Defence System, not so?*

A: *Yes my Lord.*

Q: *The swift dated 15th October, 2020 in Exhibit 35 is evidence of another payment by the National Security Coordinator from yet a different account towards the outstanding payment obligation for the Cyber Defence System, not so?*

A: *Yes my Lord. The payment is from the Coordinator's account - NSC also domiciled at the Fidelity Bank.*

- 4.48. Invoice 31, its milestone description and the corresponding payments in the Exhibit A series, all contingent on delivery and acceptance, as well as Exhibit 11 and its payment, all point to a genuine continuing performance of the cyber defence contract rather than a ruse. The Prosecution's allegation that no further payment was made to ISC Holdings is true only of the UMB account. Payments towards the same system continued from the Coordinator's accounts, as PW4 accepted when he said, in an embarrassing attempt to save face, that the late Coordinator would himself have been investigated had he been alive. The comedy is how a National Security Coordinator can be faulted for applying his own special operations funds for his special operations imperatives.

Cross-examination of PW4 — 30th July 2026

Q: *The evidence before this Honourable Court as shown in Exhibit A series is that invoice No. 31 was paid out of the*

Coordinator's account –NSC at Fidelity Bank with account number 1070030677849, not so?

A: *Invoice No. 31 was paid out of the Director BNC account at Fidelity.*

Q: *I put it to you that if indeed the purpose of the 49.1 Million Ghana Cedis was for the purchase of the Cyber Defence System, the National Security Coordinator would not have authorized payment for invoice No. 31 out of the Coordinator's account –NSC for payment towards the same Cyber Defence System.*

A: *These are the contradictions for which reason I indicated that if the late National Security Coordinator was alive, he would have been investigated and possibly an accused person in this case because at all material times, the National Signals Bureau have been making purchases from ISC Holdings and the movement of the 49.1 Million Ghana Cedis from NSB account to the BNC Communications Bureau Limited's account that A1 furnished UMB Bank with a fake invoice NSC 006 having similar information of the genuine invoice No. 31 which the National Signals Bureau from Invoice No. 31 commenced payments to ISC Holdings for a Cyber Defence System.*

4.49. THE MOVEMENT OF THE FUNDS, THE ALLEGED DISSIPATION AND THE ABSENCE OF ANY PROVEN LOSS

4.50. *Cash withdrawals and deliveries were proved to be an accepted operational method*

4.51. The Prosecution relies heavily on large cash withdrawals and money carried in bags. PW2 testified that carrying special operations cash in "Ghana Must Go" bags is not abnormal and that such money is not diverted or stolen money. PW4 does not treat cash withdrawals from the Coordinator's account as theft, and he accepted that the bank statement of the UMB account does not show the purpose of any withdrawal. The probative question was where the cash went and for what authorised purpose, and the investigation failed to lead any cogent evidence of its use for unauthorized purposes.

Cross-examination of PW2 — 10th December 2025

Q: *You would want to affirm that in the nature of your work there is nothing wrong with delivering special operations cash in big "Ghana must go" bags?*

A: *Yes my Lord.*

Q: *And it is equally true that the monies in the “Ghana must go” bags that you lift from banks to your offices are not diverted and or stolen monies.*

A: *Yes my Lord.*

Cross-examination of PW4 — 1st September 2026

Q: *You do not treat the cash withdrawals in the bank statement of the Coordinator’s account – NSC as theft or diversion of the sums withdrawn, do you?*

A: *I do not.*

Cross-examination of PW4 — 1st September 2026

Q: *The withdrawals from the BNC operations account, in your Exhibits Y and Y1 were also predominantly in cash, is that correct?*

A: *It was cash and transfers.*

Q: *Aside recording cash withdrawals, the bank statement of the BNC Communication Bureau Limited’s account operations, Exhibit U does not state the purpose for which the cash was used?*

A: *From the bank statements, it does not show the purpose of the withdrawals.*

4.52. The Prosecution never calculated an actual net loss

4.53. The Summary of Accompanying Facts equates the full GH¢49,100,000 with loss, and PW4 testified that all but about GH¢600,000 was dissipated by August 2020. The evidence does not support that equation. On the Prosecution’s own records GH¢9,537,500 went to ISC Holdings as a contractual payment. GH¢7,200,000 went back to the Coordinator’s account at Fidelity Bank and, as PW4 accepted, was used there to purchase the Digitized Investigative Auditing System. A further GH¢2,347,125 was transferred to the Coordinator’s account on 30th September 2020. Named National Security operatives, including PW2 and Gerrard Osei-Tutu, drew funds, and Osei-Tutu’s statement (Exhibit 37) confirms that he took money for operational activities. These sums cannot be treated as money dissipated for private benefit without cogent proof as a court of law is not a circus of conjecture.

Cross-examination of PW4 — 23rd July 2026

Q: *As evidenced by the bank statement on the coordinator’s account –NSC, in Exhibit 5 and the swift advice, Exhibit B5, it is clear that this 7.2 Million Ghana Cedis was applied towards forex purchases for onward remittance to ISC Holdings*

Limited for payment of invoice NSC 006, with description "Digitized Investigative Audit System", not so?

- A:** *The 7.2 Million Ghana Cedis was transferred back to the Director BNC account where it was used for purchase of a Digitized Investigative Audit System that followed laid down procedure within the Bureau of National Communication.*

Cross-examination of PW4 — 1st September 2026

- Q:** *So from your own thinking, you are saying that A1 returned 7.2 Million Ghana Cedis of the alleged stolen funds to its owner?*

- A:** *Yes my Lord. From Exhibit 5 series, (marked as 5E) as at 6th April, 2020, there was remaining about GH¢131,000 in the Fidelity account before A1 transferred the 7.2 Million Ghana Cedis back to the source account.*

Cross-examination of PW4 — 23rd July 2026

- Q:** *In Exhibit 37, Gerrard Osei-Tutu confirmed to EOCO that the monies he fetched from the UMB Bank were for operational activities, not so?*

- A:** *Yes my Lord. From Gerrard's statement, he indicated that there were times monies were issued to him by A1 through Mildred with the UMB for operational activities (Witness reads lines 22 to 30 on page 1 and lines 1 to 3 on page 2 of Exhibit 37).*

- 4.54. PW1 and PW3 testified that they delivered money to PW2 and A1 at the National Security office. PW2 described money received from PW1 and PW3 as funds for pre-financing special operations, and she herself collected pre-financed funds from A1's bank account. PW3 testified that A1 described the cash deliveries to PW2 as loans, and in describing the amounts involved she said that she told PW2 that, when it was time for payment, she would be coming with a bullion van to collect it. She never reconciled those sums. The bank statements (Exhibits 15, 15A, 16, 17, 18 and U) and withdrawal emails (Exhibits 23, 24, 25 and 26 series) show withdrawals by PW1, PW2, PW3 and other named National Security officials from the related accounts. PW2, PW3 and PW4 all testified to transfers from A1's private account into the Coordinator's account, which PW2 described as pre-financing.

Evidence-in-chief of PW3 — 5th May 2026

- Q:** *You just said that you were given instructions, kindly tell the court before you continue, who gave you those instructions?*

- A:** *The instructions were mainly coming from A1 and sometimes, A2. A1 usually calls me to say that "Mil, wo mo sii wo mo p3 loan" to wit "they said they want a loan" and knowing if it is a loan, there should be a payback time, so I kept records of all*

those withdrawals that were made to Edith Adumoah, most of them and I told her that, when it is time for payment, I am sure I would be coming with a bullion van to take it. That was the reason why I was keeping those records and also that of the other payments that were being done because most of the instructions were verbal, I kept records for reconciliation sake. I have the book and the excel sheet here.

Cross-examination of PW3 — 10th June 2026

Q: *Given your impression that these monies received by Edith Adumuah (PW2) were loans to be repaid later, have you had the occasion to reconcile the accounts with Edith?*

A: *No my Lord.*

- 4.55. PW4 did not undertake a complete reconciliation of the sources and application of the funds. He did not determine the operational advances, pre-financing, repayments, supplier payments, returns to National Security accounts or National Security expenditure, and he did not quantify any residual loss. The 488 pages of the bank statements of A1 and A3 that record the earlier pre-financing were not presented to the court because an independent reconciliation of the concealed financial transactions would exculpate the accused. These are arithmetical matters where opinion, speculation and assumptions hold no water. "GH¢49.1 million moved" was substituted for "GH¢49.1 million was lost", although those are different propositions. Without a reliable net calculation, the court would have to speculate both that a loss occurred and that the accused caused it.

Cross-examination of PW4 — 1st September 2026

Q: *Your analysis as per Exhibits Y and Y1 did not consider withdrawals made by PW2 and other identified National Security Operatives after the payment of the three cheques?*

A: *Exhibits Y and Y1 which is from the bank statement of BNC Communications Bureau Limited took into consideration PW2 and Gerrard Osei-Tutu.*

Q: *I put it to you that on the face of Exhibits 15, 15A, 16 and 17, the total withdrawals made by PW2 and other identified National Security operatives after the payment of the three cheques is in the sum of GH¢39,020,000?*

A: *The three cheques were paid into BNC Communications Bureau Limited's account and not Exhibits 15, 15A, 16 and 17. Taking into consideration withdrawals made by PW2, Gerrard Osei-Tutu, Denise Blankson and another person, the amount is about 1.3 Million Ghana Cedis.*

Q: *Your narration in Exhibit Y also fails to account for PW3's statement under interrogation that she repeatedly delivered*

monies up to 2 Million Ghana Cedis at a time, either personally or through PW1 at the Finance office of the National Security?

A: The withdrawals in PW1 is found in Exhibits Y and Y1.

Q: Of the amount totaling GH¢127,413,037 withdrawn from the accounts of A3 and its subsidiaries by PW3 and PW1, your investigations failed to determine how much of it was delivered to the National Security?

A: I have not investigated the entirety of the accounts of A3 and transactions by PW1 and PW3 but rather, on the BNC Communications Bureau Limited's account which after it received the 49.1 Million Ghana Cedis, the funds were moved through various third parties.

Cross-examination of PW4 — 1st September 2026

Q: Did you investigate whether the individuals who paid monies into the Coordinator's account –NSC including the inflows from the accounts of A1, A3 and its subsidiaries were subsequently refunded?

A: No my Lord. That is a sanctioned account operated by BNC.

Q: You have not carried out a reconciliation of advances, expenditure and refunds in respect of all the accounts?

A: There were no advances to reconcile.

Q: You cannot tell this Honourable Court whether any portion of the 27.1 Million Ghana Cedis, 1 Million Ghana Cedis or 21 Million Ghana Cedis was not for refund of earlier operational advances, can you?

A: In my course of investigations, there was nothing as advances.

Cross-examination of PW4 — 26th August 2026

Q: From Exhibits 6 and 38A, it is clear that the bank statements of A1 and A3, you provided to the Attorney General omitted 488 pages in total from the bank statements furnished you by UMB Bank, not so?

A: We did not omit any document but as when we received the document, we made it available to the prosecution.

Q: Look at Exhibits 6 series and 7, by comparison with Exhibit 7, it is clear that Exhibit 6 series, A1's bank statement which you furnished the prosecution does not contain 207 pages covering January 2017 to July 2023?

A: Yes my Lord.

Q: I put it to you that these 488 pages were concealed by your goodself from the bank statements because they contained material transactions between the accounts of A1 and A3 at

UMB Bank and a Coordinator's account –NSC at Fidelity Bank as well as cash withdrawals relevant to this trial.

A: *Not so my Lord.*

4.56. *The flow chart is a presentation aid, not proof of tracing*

4.57. PW4 is not a forensic accountant. The flow charts Exhibits Y and Y1 were compiled by him from selected transactions in Exhibit U, were not validated by any accountant or National Security official, and were corrected by hand at the time of tendering. They do not trace the three cheques separately. The UMB bank statement, Exhibit U, reveals total credits of GH¢179,461,968.66 for the period of February 2020 to March 2023, including GH¢5,680,000 on 5th August 2020, GH¢16,097,265 on 22nd September 2020, and GH¢6,159,007 on 18th November 2020 from other sources. During cross-examination, it was put to PW4 that Exhibit Y alone shows withdrawals of GH¢68,628,226, far more than GH¢49,100,000; he did not dispute the figure.

Cross-examination of PW4 — 26th August 2026

Q: *You have never worked as a professional accountant?*

A: *No my Lord. I have never worked as a professional accountant.*

Q: *You have tendered in Exhibits Y and Y1 as your flow chart saying what you say is the movement and expenditures of the three cheques totaling 49.1 Million Ghana Cedis, the subject matter of this case, is that correct?*

A: *Yes my Lord.*

Q: *For this reason, your chart does not consider any other inflows into the UMB account numbered 0241424233018, not so?*

A: *The other inflows we saw in the account at the point where almost when the 49.1 Million Ghana Cedis in the account had been dissipated is a different subject matter of investigations.*

Q: *And these exhibits Y and Y1 are the results of your analysis of the bank statements before this Honourable Court, is that correct?*

A: *Yes my Lord.*

Q: *These analysis and output in Exhibits Y and Y1 has not been validated by a professional accountant, has it?*

A: *I have been trained in investigations in money laundering and a term called "Follow the money" and I have received several trainings in respect of tracing proceeds of crime.*

- Q:** So it is the truth that Exhibit Y and Y1 are your own extrapolations unvalidated by a professional accountant, not so?
- A:** Every input and output on this diagram, that is Exhibit Y can be found in the bank statements of A3, A1 and the BNC Communications Bureau Limited's account where the 49.1 Million Ghana Cedis was lodged into and other accounts.
- Q:** Also, there is nobody in the National Security space who has validated Exhibits Y and Y1 relative to the imperatives of National Security Special Intelligence Operations Funding and expenditure?
- A:** This diagram which was done based on bank statements related to A1 and A3 was presented to prosecution upon completion of my work.
- Q:** Exhibit Y has changed significantly from the original version that was disclosed to this court in that you have introduced new narrations in your handwriting at the time of tendering, not so?
- A:** There is no new version but at the point of review with prosecution, there were dates and other information which were captured wrongly and as such, we had to correct it and tender same.

Cross-examination of PW4 — 23rd July 2026

- Q:** Please take a look at page 19 of Exhibit U, bank statement for account number 0241424233018 and tell this Honourable Court the total credits in that account.
- A:** From the bank statement, the total credit as recorded is GH¢179,461,968.66.
- Q:** This was between the period 6th February, 2020 and 2nd March, 2023, is that not so?
- A:** Yes my Lord.

Cross-examination of PW4 — 27th August 2026

- Q:** I put it to you that your chart, Exhibit Y alone reveals withdrawals totaling GH¢68,628,226 from the BNC operations account far beyond your 49.1 Million Ghana Cedis.
- A:** We took into consideration the fixed deposit that were made on the account.

- 4.58. PW4, in explaining his improvised charts, Exhibit Y and Y1, wrongly asserted as “dissipated” the payment to ISC Holdings, the GH¢ 7,200,000 and GH¢2,347,125 returned to the Coordinator's account, PW2's withdrawals, and the withdrawals of named National Security operatives. They also include withdrawals made between August and

November 2020 that were funded by the GH¢21,777,265 not related to any of the three (3) cheques in Exhibit S and 5 series, which PW4 did not separate. The monstrous lie is the Sammlungen entry of GH¢100,000, which PW4 falsely included in the chart, although UMB confirmed in Exhibit 39A that there was no such transaction.

Cross-examination of PW4 — 26th August 2026

Q: *In Exhibit Y, there is a transaction listed as “6th February, 2020 (9,537,500) - ISC Holdings, Israel”, is this amount of GH¢9,537,500 part of the sum of GH¢49.1 Million you are projecting as dissipated by A1?*

A: *Yes my Lord.*

Q: *You used the word “dissipated”, I am asking you whether the sum of GH¢7,200,000 forms part of the 49.1 Million Ghana Cedis you claim has been dissipated by A1?*

A: *I have always indicated that the 49.1 Million Ghana Cedis was moved to BNC Communications Bureau Limited’s account where A1 dissipated same but then I have also presented a chart and also mentioned that 7.2 Million Ghana Cedis was transferred back to the Director BNC account.*

Q: *Take a look at the Coordinator’s account – NSC, the bank statement in Exhibit 5 series, a credit transaction of GH¢2,347,125 dated 30th September 2020 and tell this Honourable Court the narration of that transaction.*

A: *Witness reads to the hearing of the court.*

Q: *In Exhibit Y, you have a transaction in your own handwriting as “30/9/20-2,347,125 transfer”, not so?*

A: *Yes my Lord.*

Q: *You did not indicate in your Exhibit Y that this amount was transferred to the Coordinator’s account - NSC at the Fidelity Bank, did you?*

A: *It was not indicated.*

Q: *Is this sum of GH¢2,347,125 also part of the 49.1 Million Ghana Cedis you project as dissipated by A1?*

A: *Yes my Lord.*

Q: *In your Exhibits Y and Y1, you have listed withdrawals totaling GH¢150,000 and GH¢1,100,000 by Edith Ruby Adumuah (PW2), are these recorded sums also part of the sum of 49.1 Million Ghana Cedis you are alleging as dissipated by A1?*

A: *Yes my Lord.*

Q: *In spite of the clear statement of Gerrard Osei-Tutu that he took monies from the UMB Bank for National Security purposes, you still recorded this as monies dissipated by A1?*

A: *Yes my Lord.*

Cross-examination of PW4 — 26th August 2026

Q: *Take a look at Exhibit U, the bank statement from UMB Bank, account number 0241424233018 and read out to this court the narrations of the deposits dated 5th August, 2020 in the sum of GH¢5,680,000 and 22nd September, 2020 in the sum of GH¢16,097,265.*

A: *From the bank statement, 8th August, 2020, it reads ... (Witness reads to the hearing of the court). Then on 22nd September, 2020, it reads ... (Witness reads to the hearing of the court).*

Q: *These deposits totaling GH¢21,777,265 are not part of your aggregated 49.1 Million Cedis constituted by the three cheques, are they?*

A: *No my Lord, there are not part.*

Q: *Indeed, in Exhibit Y, you did not separate those deposits from the 49.1 Million Ghana Cedis, not so?*

A: *No my Lord, I did not.*

Cross-examination of PW4 — 27th August 2026

Q: *The response received from UMB, Exhibit 39A was that “there is no evidence of withdrawals or transfer of GH¢100,000 on 4th May, 2020 and 11th December, 2020 to Sammlungen as stated”, not so?*

A: *On the surface of Exhibit 39A, that is the case.*

Q: *Yet, you have kept the transaction on your flow chart, Exhibit Y, not so?*

A: *Yes my Lord.*

- 4.59. PW4's description of transfers through A3's account as “layering” was a label applied to banking movements, not evidence that the money was criminal proceeds. He accepted that he was aware that funds were routed through A3's account so that PW3 could use the bank indemnity arrangements of A3 and its subsidiaries for ease of banking transactions, and to cover the period when the UMB account had no cheque book.

Cross-examination of PW4 — 1st September 2026

Q: *You have testified that about 14 Million of the alleged 49.1 Million Ghana Cedis passed through the UMB account of A3 and was subsequently withdrawn by A1, A2 and other third*

parties during the period spanning 6th February, 2020, 4th November, 2020 as indicated in Exhibit Y and Y1, not so?

A: *Yes my Lord.*

Q: *During the same period, a perusal of A3's bank statements, (Exhibit 15) shows a total of over 22 Million Ghana Cedis credited into the account, not so?*

A: *I have not done the calculations.*

Q: *You are aware that these payments through A3's UMB account were to enable PW3 take advantage of the indemnity mandate she had in respect of A3 and its subsidiaries and also to cater for when there was no cheque book available for the BNC Communications Bureau Limited's account?*

A: *I am aware.*

See also the cross-examination of PW3 as captured in the proceedings of the court dated 10th June 2026 at pages 3 to 5.

4.60. *The specific transfers relied upon were not proved*

4.61. The individual transfers on which the Prosecution relied were not established. The GH¢1,500,000 said to have been transferred to A3 on 24th April 2020 was, on the face of Exhibit U, a cash withdrawal by A1, and PW4 produced no withdrawal slip, SWIFT or transfer instruction linking it to A3 or to the payment to Mayfair. PW4 corrected his evidence that the GH¢200,000 of 29th June 2020 went to a Vertex Solutions account at Stanbic Bank, accepting that he was wrong. He obtained no import documents for the GH¢1,300,000 "import payment" of 7th May 2020, did not establish whether any vehicle was bought, and made no enquiry whether it was a National Security acquisition; Enterprise Dream Collections was not in existence at the time and was only incorporated in 2023.

Cross-examination of PW4 — 27th August 2026

Q: *You testified on the 22nd June, 2026 that on the 24th April, 2020, A1 transferred an amount of 1.5 Million Ghana Cedis from UMB Bank account number 0241424233018 into A3's account, not so?*

A: *Yes my lord.*

Q: *Take a look at Exhibit U and point out to this Honourable Court this 24th April, 2020 1.5 Million Ghana Cedis transfer to A3's account.*

A: *On 24th April, 2020, the narration on the account statement is cash withdrawals in favour of A1 with an amount of 1.5 million Ghana Cedis. To clarify matters, in the tracing of the account and the flow of funds, it has also been indicated that there are instances that there were withdrawals from the BNC*

Communications Bureau Limited's account and in the analysis of related bank statements, we found same deposits or a little less on either the same date or a day after. This is the same scenario for which reason the 4th May, 2020 deposit of GH¢100,000 to Sammlungen was also kept on Exhibit Y.

Q: *Is it the case that you never asked for those documents or you did but have decided not to disclose them to the court?*

A: *We had the bank statements of the account of BNC Communications Bureau Limited and the bank statement of A3 for us to study and conclude on these movements of funds to Mayfair.*

Q: *Where is the withdrawal slip and the swift message relating to this 1.5 Million Ghana Cedis?*

A: *Specifically with this transaction, the narration on the bank statement clearly stated cash withdrawal by A1.*

Cross-examination of PW4 — 27th August 2026

Q: *In explaining your chart on 22nd June, 2026, you stated that "on 29th June, 2020, from the diagram, you would observe that to the immediate right coloured yellow, is a transfer of an amount of GH¢200,000 to Vertex Solutions account at Stanbic Bank"?*

A: *Yes my Lord but on 22nd June, 2020, the GH¢200,000 that was moved from the BNC Communications Bureau Limited into a yellow diagram of Vertex Solutions, that Vertex Solutions account is supposed to be UMB Bank and not Stanbic Bank .*

Q: *So you were wrong when you testified that the GH¢200,000 emanated from the Stanbic Bank?*

A: *Yes my Lord because I worked with Vertex Solutions Stanbic account and Vertex Solutions UMB account, I admit that the statement should have been a deposit into Vertex Solutions UMB account and not Stanbic account.*

Cross-examination of PW4 — 27th August 2026

Q: *You are aware that Enterprise Dream Collections was incorporated in the year 2023?*

A: *Yes my Lord.*

Q: *There is therefore no connection between Enterprise Dream Collections and the said 1.3 Million Ghana Cedis transaction in the year 2020 that you testified to, is there?*

A: *From my statement, I did not say that the vehicle was imported on or by Enterprise Dream Collections. I rather indicated that the transaction was for a purchase of a vehicle and in our investigations, we found out that, A1 and A2 operate a*

company called Enterprise Dream Collections which is into the sales and rentals of vehicles.

Q: *Did you go beyond reading the transactions in the bank statements to obtain the import documentation identifying the purchaser, consignee and the place of delivery of the alleged vehicle?*

A: *No my Lord.*

Q: *Was the vehicle ever purchased?*

A: *We did not proceed further with the status of the vehicle, whether it was purchased or not.*

Q: *Did you make any enquiries at the National Security Council Secretariat whether or any other place whether the vehicle was acquired or received for National Security purposes?*

A: *No my Lord.*

- 4.62. The alleged transfer of about GH¢2,500,000 to Rashida Saani, first mentioned by PW3 after she became a prosecution witness, is contradicted by the very document tendered to prove it: Exhibit L is an instruction in favour of I-Zar Limited, a registered supplier to the National Security set-up that has been paid for goods and services. PW3 accepted that she never made the allegation in her statements to EOCO. PW4 recorded I-Zar's GH¢950,000 withdrawal as dissipation although I-Zar is a registered National Security supplier.

Cross-examination of PW2 — 20th April 2026

Q: *In your work as an Accountant for the National Security, you are a familiar with the company called Izar Limited?*

A: *Yes my Lord. I am familiar with Izar Limited under National's Signals Bureau.*

Q: *It is a registered supplier to your office, is that not so?*

A: *Yes my Lord.*

Q: *And indeed, Izar Limited has supplied some goods or services to your set up in the past, is that not so?*

A: *Yes my Lord.*

Q: *And just like any other supplier, their services are paid for?*

A: *Yes my Lord.*

Cross-examination of PW3 — 10th June 2026

Q: *I put it to you that when you were an accused person, you never gave a statement to EOCO or even the Attorney general*

that the sum of 2.5 Million Ghana Cedis has been paid to an individual called Rashida Saani.

A: *As I said earlier that I was coached when I went to EOCO and when I was talking to my lawyer to write the witness statement based on the question that I was asked, so are the answers I gave.*

Q: *In your evidence-in chief, you introduced Exhibit L in attempt to prove your assertion that you paid 2.5 Million Ghana Cedis to Rashida Saani?*

A: *Yes my Lord.*

Q: *So the instruction in Exhibit L does not process a payment to Rashida Saani, not so?*

A: *I said the payment was made to I-Zar Limited. Rashida Saani is the CEO of I-Zar Limited and Alhaji's wife, waakye. I mentioned Rashida Saani because she is the CEO of I-Zar Limited.*

Cross-examination of PW4 — 26th August 2026

Q: *In Exhibit Y1, you have recorded a withdrawal of GH¢950,000 by the company called Izar Limited and you are aware that Izar Limited is registered supplier of goods and services in the National Security space as it is the evidence before this court via PW2?*

A: *There is a cash withdrawal by Izar Limited with the amount of GH¢950,000 and I know Izar Limited is a subject of investigations currently at EOCO.*

4.63. THE ALLEGED PROPERTIES, VEHICLES, INVESTMENTS AND LAVISH LIFESTYLE

4.64. *None of the alleged assets was traced to the three cheques*

4.65. The Summary of Accompanying Facts alleges that the GH¢49,100,000 was used to buy and build properties in Accra, Kumasi and London, to buy a fleet of luxury cars, to fund fertilizer manufacture, treasury bills and luxury car rental, and to maintain a lavish lifestyle (paragraphs 10 and 13). The Prosecution tendered no schedule identifying, for any asset, its title deeds, its acquisition date, price, paying account, transaction reference, any payments towards any specific property attributable to any of the three cheques, its beneficial owner, or evidence of criminal knowledge. PW4 could not trace any part of the money to Belsize Park, Dorchester Heights or the Kobby Keach Hotel, which has since been released from the freezing order. He tendered no ownership documents for those properties and conducted no Lands Commission search. He could not trace any part of the money to the frozen vehicles, to any car rental business, to fertilizer manufacture or to treasury bills. The London property sensationalised by the Attorney General was, in

PW4's words "*not made available to this court*", and PW4 could not state its price. The frozen accounts of Securigence Limited, Enterprise Dream Collections and the private accounts of A1 and A2 do not appear in his manufactured chart, Exhibits Y and Y1, at all.

Cross-examination of PW4 — 8th September 2026

- Q:** *In Exhibits Z2 and Z3, you have also presented to this court freezing orders in respect of Belsize Park at Oyarifa as well as Doorchester Heights and Kobby Keach Hotel both at Asokore Mampong in the Ashanti Region, yet you have not presented any document linking the ownership of these properties to the accused persons, have you?*
- A:** *There are no documents before this court in respect to the ownership but asset investigations is ongoing in respect of these properties.*
- Q:** *Can you point to any part of the alleged 49.1 Million Ghana Cedis that you can trace to the purported acquisition of Belsize Park and Kobby Keach Hotel?*
- A:** *As I indicated, asset investigations is ongoing in respect of these properties.*
- Q:** *So can you point to any part of the alleged 49.1 Million Ghana Cedis that you can trace to the purported acquisition of Doorchester Heights?*
- A:** *In all documents provided before this court, there was no direct payments from accounts analyzed towards Doorchester Heights but I can recall statements provided by PW3 in respect of a project in Kumasi.*

Cross-examination of PW4 — 8th September 2026

- Q:** *Even though you were aware that Kobby Keach Hotel had no ownership connections with the accused persons, you nevertheless made it part of your evidence of the properties frozen?*
- A:** *Just to clarify, our freezing order on Exhibit Z2 dated 7th April, 2025 shows the pro activeness of investigations by immediately freezing Doorchester Heights and Kobby Keach Hotel on the same letter. In the course of the asset investigations where we inscribed Graffitis on these two properties, Kobby Keach Hotel eventually responded which same property has been discharged whereas, there rest is still frozen.*
- Q:** *Did you conduct your so-called searches at the Lands Commission?*
- A:** *The search referred here at the commencement of investigations included a visit to these properties for inspection with A1 and A2 where they provided access to*

these buildings for investigators to conduct searches but same was not done though for Doorchester Heights and Kobby Keach Hotel in the Ashanti Region.

Q: *I put it to you that you did not conduct the basic searches at the Lands Commission to ascertain whether or not A1 and A2 are owners of the properties you sought freezing orders from the court.*

A: *Searches at Lands Commission and at other relevant authorities are part of the ongoing asset investigations which some documents have been obtained as I speak into these properties which A1 and A2 in the presence of their lawyers went with investigations for inspections.*

Cross-examination of PW4 — 8th September 2026

Q: *You have also obtained freezing orders of vehicles purported to be owned by A1 and A2, not so?*

A: *Yes my Lord.*

Q: *Did you conduct any searches at DVLA and the Ghana Revenue Authority to ascertain the ownership of the vehicles which are the subject matter of the freezing orders?*

A: *In relation to vehicles freezing, it is heavily in respect of investigations currently ongoing into stolen vehicles connected to A1 and A2.*

Q: *Which part of the 49.1 Million Ghana Cedis did you trace to the acquisition of these vehicles?*

A: *I do not recall.*

Q: *Can you show from Exhibit U and your chart Exhibits Y and Y1 how much money was applied towards these vehicles or car rental business?*

A: *I do not recall from my Exhibits U and Y directly connecting dissipation of funds to vehicles frozen and suspected to be stolen vehicles.*

Q: *Can you show from Exhibit U and your chart Exhibits Y and Y1 how much money was applied towards the fertilizer business as contained in the summary of accompanying facts?*

A: *There is no such estimate in my Exhibit Y.*

Q: *In the statement of accompany facts, it is alleged that the 49.1 Million Ghana Cedis was applied to treasury bills, can you point to any evidence to treasury bill acquisitions by A1 and A2 from the 49.1 Million Ghana Cedis?*

A: *On Exhibit Y, there is no such mention of it.*

Q: *What about Exhibit U?*

A: *Exhibit U have fixed deposits rather.*

Q: *Can you show from Exhibit U and your chart, Exhibits Y and Y1 how much of the 49.1 Million Ghana Cedis was allegedly dissipated on "a lavish lifestyle" as contained in the summary of accompanying facts?*

A: *Exhibit Y shows withdrawals from the account made by A1 and transfers to A3 which was also withdrawn by A1 and A2.*

Q: *I put it to you that despite obtaining freezing orders for the accounts of Securigence Limited at UMB Bank, A1's private account at Prudential Bank, A2's private account at Stanbic Bank and Enterprise Dream Collections account at UMB Bank, these accounts do not feature in your chart, Exhibits Y and Y1 because there is no nexus between these accounts and your alleged 49.1 Million Ghana Cedis.*

A: *On Exhibit Y, there is no show of funds moving to the accounts mentioned.*

Cross-examination of PW4 — 8th September 2026

Q: *Who is the vendor of the London property stated in the accompanying statement of facts as signed by the Attorney General?*

A: *In respect of asset investigations into this London property which have not been made available to this court but we have obtained information showing that two properties in London are registered in the name of Vertex Solutions owned by A2.*

Q: *So what it is the purchase price of the London Property?*

A: *Offhead, I do not have the value.*

Cross-examination of PW3 — 10th June 2026

Q: *So from Exhibits 27 and 28, which entity is the beneficiary of this fixed deposit investment?*

A: *Exhibit 27 does not have any beneficiary. Exhibit 28, the certificate is addressed to BNC Communications Bureau Limited.*

Q: *The fixed deposit certificate as per Exhibit 28 is not in the name of A1, is it?*

A: *No my Lord, it is not in his name.*

- 4.66. As to Mayfair, PW4 accepted that the receipts of 14th December 2016 and 1st February 2018 predate the UMB account and have nothing to do with the three cheques, and that the payments of 2021 and 2022 recorded at the foot of Exhibit Y "stand on their own" and are not connected to the GH¢49,100,000. The only Mayfair payment he attempted to link to his tracing in Exhibits Y and Y1 is the GH¢1,566,000

of April 2020, and that link rests on an unproven transfer. PW3's evidence that money was sent to A1's mother for a project at Asokore identified no amount, date or source account, and PW4 failed to present any direct payment towards Dorchester Heights to substantiate the Prosecution's claims.

Cross-examination of PW4 — 27th August 2026

Q: Take a look at Exhibit AA3 and tell the court the date of the said receipt.

A: The date on the receipt is 14th December, 2016.

Q: Is it your case that this payment in 2016 was made out of your alleged 49.1 Million Ghana Cedis?

A: That is not my case.

Q: Also, take a look at Exhibit AA4 and tell this court the date of the receipt.

A: The date of the receipt is 1st February, 2018.

Q: Clearly, this also could not have been part of any disbursements made out of UMB Bank account numbered 0241242233018 which was opened in 2020?

A: It was not part.

Cross-examination of PW4 — 27th August 2026

Q: At the bottom of your chart, Exhibit Y, you have narrated the following as Mayfair payments, A: GH¢582,000 from Advantage Solutions on 30th June, 2021, B: GH¢1,220,000 from Vertex on 8th November, 2021 and C: GH¢1,017,000 from Securigence on 21st February, 2022?

A: Yes my Lord.

Q: These refer to the payments to Mayfair Estates evidenced by Exhibits AA5, AA7 and AA8, not so?

A: Yes my Lord.

Q: Is it your case that these payments were made out of your alleged 49.1 Million Ghana Cedis?

A: On Exhibit Y1, there were withdrawals that investigations could not establish which account it was deposited into so in studying the other accounts related to A1 and A2, investigations was of the opinion that these payments were made after the receipt and dissipation of the 49.1 Million, it was of interest to show it in Exhibit Y.

Q: So some aspects of Exhibits Y and Y1 are opinions, that is what you have told the court, is that not so?

A: The last aspect of Exhibit Y clearly, you can see that the three payments to Mayfair is standing on its own and it was not connected to the 49.1 Million Ghana Cedis.

Cross-examination of PW4 — 27th August 2026

Q: Take a look at Exhibit 15, A3's bank statement, there is a credit of GH¢1,210,792 from a private source into A3's account on 8th June, 2021, not so?

A: Yes my Lord.

Q: This credit is certainly not from UMB Bank account numbered 0241424233018 into which the three cheques totaling 49.1 Million Ghana Cedis were lodged, is it?

A: It was not from that account but the narration on it is GWCL Consult from Afrifanom.

Cross-examination of PW4 — 8th September 2026

Q: All the payments to Mayfair listed in your chart Exhibit Y were paid from the corporate accounts of A3, Vertex Solutions and Securigence Limited, not so?

A: Yes my Lord.

Q: From the payments to Mayfair emanating from the three companies, can you tell this Honourable Court which of the properties in Exhibit Z are owned by which company?

A: If I can refer to the Exhibits in respects of receipts obtained from Mayfair. Reference to Exhibit AA, we wrote to Mayfair seeking for properties owned by A1 and A2 and attached documents regarding the purchase of the properties and we obtained these receipts in relation to Exhibit AA1 to Exhibit AA8 showing purchases made by A1 and A2 at Mayfair.

4.67. THE WITNESSES WHO WERE MEANT TO SUPPLY THE MISSING LINKS

4.68. PW3's status, timing and records make her evidence unsafe

4.69. PW3 was originally charged as the third accused, and the Summary of Accompanying Facts alleged that she gave active assistance in moving the funds and took part in an elaborate criminal enterprise. The Attorney-General withdrew the charges against her by a notice dated 15th October 2025. Her witness statement for the Prosecution is dated 15th October 2025 and was filed on 16th October 2025, while she was still an accused person. She was discharged on 17th October 2025. When she was an accused, she pleaded not guilty because she believed the charges were false. Her change from alleged co-conspirator to principal prosecution

witness demands particular caution as to interest, inducement and corroboration.

Cross-examination of PW3 — 11th June 2026

Q: *On your own showing, you were dishonest with EOCO by the statements you wrote and signed out the lies therein contained?*

A: *Based on what I was coached on to write and say is what I did. So if they were lies, they were based on what I was coached on and asked to write.*

Cross-examination of PW3 — 15th June 2026

Q: *When you were arraigned before this Honourable Court on these charges, you pleaded Not Guilty, not so?*

A: *Yes my Lord.*

Q: *Indeed you were persuaded that the Attorney General was laying false charges against you, that is why you pleaded Not Guilty to these charges, not so?*

A: *Yes my Lord.*

- 4.70. Her evidence also supported the operational and pre-financing explanation. She spoke of loans to PW2, deliveries to National Security personnel and instructions for operational funds. She confirmed the US\$1,750,000 payment to the supplier, which she typed on a letterhead with electronic signatures she kept at the bank's request, and the GH¢7,200,000 returned through A1's personal account to the Coordinator's account. She agreed that her assistance with the accounts was ordinary banking service and involved nothing irregular or illegal, that A3 is a going concern with employees whose salaries and pensions it pays, and that what she did for A3 was not criminal. When asked whether she had ever helped A1 and A2 to benefit from State funds, she answered that she did not know of any State funds (10th June 2026).

See Cross-examination of PW3 — 14th May 2026, Cross-examination of PW3 — 9th June 2026, Cross-examination of PW3 — 12th May 2026 and Cross-examination of PW3 — 10th June 2026.

- 4.71. Her private spreadsheets and notebook are no substitute for bank records. Entries she asserted cannot be found in the corresponding bank statements; the beneficiaries she named are not borne out by the statements, and the electronic files were created and modified on 11th May 2026 despite the Prosecution's false claim that they are historical records. The records are self-generated, self-serving, unsupported by any invoices, receipts or independent confirmation, and she gave three different figures for her own salary. Most tellingly, PW3 admitted that

Exhibit G, which she had presented as a contemporaneous record, came about as follows: *"Per the questions that were asked me by my lawyer after going through the charge document, that is what brought about this book (that is Exhibit G) so based on the questions my lawyer asked me, I gave my answers."* There was no re-examination to repair these defects.

Cross-examination of PW3 — 11th June 2026

Q: *In your new found freedom, you have suddenly come across a hand written document, Exhibit G purporting to pay suppliers?*

A: *Per the questions that were asked me by my lawyer after going through the charge document, that is what brought about this book (that is Exhibit G) so based on the questions my lawyer asked me, I gave my answers.*

Cross-examination of PW3 — 11th June 2026

Q: *Take a look at Exhibits J and J1, your recorded transactions of 5th October, 2020 and 14th November, 2020 (Exhibit J1), you state that on those dates you made withdrawals of GH¢100,000 and One Million Ghana Cedis respectively from the BNC operations accounts at Labone, not so?*

A: *What I have on 5th October, 2020, I have withdrawals of GH¢800,000 and GH¢100,000. GH¢800,000 to Kobby (Edith and Kobby). Then GH¢100,000 to Sammlungen and on 14th November, 2020, that is Exhibit J1, One Million to Advantage Solutions.*

Q: *In Exhibits J and J1, the withdrawals of a GH¢100,000 made on the 5th of October, 2020 and One Million Ghana Cedis made on the 14th of November, 2020 are not borne out by the bank statements?*

A: *I cannot tell.*

Q: *Take a look at Exhibit J and the transaction dated 3rd May, 2020, you alleged a withdrawal of GH¢11,428.50 from the accounts of A3?*

A: *It is on the paper.*

Q: *Take a look at Exhibit 15, the bank statement of A3 and point out the transaction on 3rd May, 2020 that you referenced in Exhibit J.*

A: *The ADV stated on the excel sheet (Exhibit J) has two account numbers and I cannot tell which one I did the recording under.*

Q: *So which other account do you have in mind?*

A: *It has two account numbers.*

Q: So the other account is the one in Legon, is that not so?

A: Yes my Lord.

Q: Pay due attention to Exhibit 29 and point out the transaction dated 3rd May, 2020 with GH¢11,428.50 as the withdrawal.

A: I cannot see it on the statement but the statement was not done by me but I have it in my records.

Q: I put it to you that you cannot find this your recorded withdrawal in the official bank statement, Exhibit 29 and Exhibit 15 because you fabricated this sum and presented to this court as evidence.

A: No my Lord. This excel was done way before this current case.

Q: I put it to you that in the same manner, you cannot find the withdrawals of GH¢100,000 on 5th October, 2020 and One Million Ghana Cedis on 14th November, 2020 on the BNC operations account at Labone.

A: No my Lord. I disagree.

Q: Your claim per Exhibit J1 that on the 7th of October, 2020, an amount of 1.2 Million Ghana Cedis was withdrawn from the BNC, Labone account and paid to Advantage Solutions, is also not borne out by Exhibits 15 and 29.

A: I do not agree.

Q: I put it to you that these are only a few examples of the many fictionalized entries of none existing transactions in your Exhibits J and J1.

A: I do not agree.

Q: Per your Exhibit J1, your excel sheet, you recorded a withdrawal of GH¢800,000 on the 30th day of September, 2020 from the BNC operations account at Labone, not so?

A: Yes my Lord. It is written here.

Q: Your Exhibit J also records purported withdrawals of GH¢600,000 and GH¢200,000 from A3's account on 17th August, 2020 and 31st August, 2020 respectively, not so?

A: Yes my Lord. There are two transactions on the 31st of August, 2020.

Q: I further put it to you that your entries in Exhibits J and J1 are fictitious and cannot be found in any of the bank statements on the respective accounts.

A: No my Lord. I do not agree. As I said earlier, these excel with Exhibits J and J1 were done way before today and with no intention of making up stories.

Q: Your excel spread sheets (Exhibits J and J1) indicate the nature of the transactions that is, either by cheque or letter request and the corresponding beneficiaries, not so?

A: Yes my Lord.

Cross-examination of PW3 — 15th June 2026

Q: When cheques and letter requests for payments are made in favour of named beneficiaries, they would be borne out by the narrations in the bank statements, not so?

A: Yes my Lord.

Q: A study of the bank statements of A3 and the BNC operations accounts does not disclose recipients, you have indicated in your remarks column in Exhibits J and J1, not so?

A: I cannot speak for the bank statements because I am not the one who prepared it.

Cross-examination of PW3 — 15th June 2026

Q: Please right click on each file and select properties, kindly read out the "date created" and the "date modified" on the screen for each file.

A: From the screen, the date created is Monday, 11th May, 2026.

Q: And what is the date modified?

A: Same day.

Cross-examination of PW3 — 15th June 2026

Q: You would see for instance, on this sheet in Exhibit 30, there is an entry dated 4th May, 2020 where you have detailed a GH¢200,000 transaction with the remark "Ghana Water", is that not so?

A: Yes my Lord.

Cross-examination of PW3 — 15th June 2026

Q: Look at the same entry in your Exhibit J and the name Ghana Water has transformed into Richee, not so?

A: Exhibit J has Richee on it.

Cross-examination of PW3 — 15th June 2026

Q: In the course of your evidence, you have given three different figures as your salary namely, GH¢3,137.00 on 29th April, 2026, page 6 of the proceedings, GH¢11,000 in Exhibit 13,

line 3 and GH¢15,384.02 on the 12th of May, 2026 at page 12 of the proceedings?

A: Yes my Lord. The GH¢3,127.00 was said with an explanation that it was for a particular duration. The GH¢15,000 which I explained earlier that at a certain point in time, A2 contacted me saying that our salaries do not match the number of companies that we fall under as directors so it had to be increased. A figure was brought for me to effect it for salary payment. After it was done, A2 came back saying that, A1 said those figures are too high for us to take as directors and then by that time, calculation for Tier 1 and Tier 2 had already been done so it was reduced to the figures. I cannot be precise with the figures as I sit here. I cannot tell. By so doing, I have those amounts as well.

“The law is well settled that an accomplice can be considered from three (3) aspects, namely, as a witness for the Prosecution who was a *participes criminis*; secondly, as a witness for the Defence who is a *participes criminis*; thirdly, as a co-accused testifying on his behalf while at the same time incriminating a co-accused. To that extent, they, the Prosecution relied on the evidence of the co-accused to prove the offence charged, that evidence was that of an accomplice and should be treated as such by the tribunal.

The well-established practice is that the trial tribunal should have warned itself of the danger of convicting on the evidence of an accomplice. I am not saying that such evidence is not admissible. I am referring to the weight to be attached to such evidence. The evidence should have been critically evaluated and examine before it would be accepted. This is further confirmed by the Evidence Decree, 1975 (NRCD 323), s.7(5). *Sey v The Republic* [1995-96] 1 GLR 60, CA and also *Logs & Lumber v Oppon* [1977] 2 GLR 263, CA.”

We respectfully bring these principles of law to the attention of my Lord.

4.72. THE CASE AGAINST A2 AND A3

4.73. *No witness connected A2 to the three cheques or to any dishonest agreement*

4.74. The Prosecution alleges that A1 and A2 incorporated the Private BNC, “moved” the money and ran a criminal enterprise, and that A2 denied knowing the Private BNC (Summary of Facts, paragraphs 5, 10, 12 and 13). PW1 was explicit that he delivered no money to A2. PW2 identified no instruction, representation, cheque, receipt or operational decision by A2 concerning the three cheques. PW3 identified no act by which A2 procured, authorised, received or concealed any part of the funds of the three cheques. PW4’s speculative case against A2 rested on her

marriage, directorship, shareholding and signatory status. The private account of A2 that he froze does not appear in his charts, and the Prosecution identified no false representation by A2 to the bank, to National Security or to anyone else. His charts trace no part of the money to A2. PW4 failed to investigate the fact that A2 was vetted and authorised by the Coordinator to open the BNC Operations Account at the UMB Bank. (See Exhibit AE which PW4 tendered without objection and refused to work with the content thereof touching on this case.)

- 4.75. ***The corporate structure does not establish that A3 received proceeds of crime***
- 4.76. The Prosecution showed the existence of companies and movements between accounts. It did not identify for A3, the directing mind, the corporate act complained of, the identified criminal property, or the knowledge attributable to the company. The payments to Mayfair came from the accounts of A3, Vertex Solutions and Securigence Limited, and PW4 could not say which property is owned by which company. The pleaded common design depended on PW3 as an active director of A3, and the withdrawal of the charges against her and her use as a witness have removed that foundation.
- 4.77. Without reliable tracing and proof of a predicate offence, a transfer into or through a group company remains a banking event, not laundering.
- 4.78. **THE INVESTIGATION**
- 4.79. ***There is no complainant, and PW4's conclusions outran the investigation***
- 4.80. There is no complainant in this case. The case began from an undisclosed tip-off, not a complaint from National Security, the National Signals Bureau, ISC Holdings, the Auditor-General or any other institution said to have suffered loss. PW4 did not refer the allegations to the National Security establishment for an internal inquiry. The diary of action and the tip-off, although said to exist, were not disclosed or tendered.

Cross-examination of PW4 — 7th July 2026

Q: *Who is the complainant in this case?*

A: *As I indicated earlier, it was based on a tip-off.*

Q: *So you affirm that there is no complainant in this case?*

A: *Investigations conducted at EOCO are sometimes from petitions, intelligence gathered and anonymous sources and in respect of this case, it was from intelligence gathered and tipoff.*

Cross-examination of PW4 — 7th July 2026

Q: *You never relayed this your so called tip off to the relevant authorities at the National Security to trigger internal investigations, did you?*

A: *We did not relay it to the National Signals Bureau to trigger internal investigations but rather requested them for information in respect of the case before us.*

Cross-examination of PW4 — 6th July 2026

Q: *This tip off was recorded in your diary action as required, was it not?*

A: *Every action on the case is recorded in our diary of action.*

Q: *Did you furnish the prosecution the relevant extract from the diary of action relative to this case?*

A: *The diary of action which is to take records of every action taken on the case is always part of the duplicate docket made available to prosecutors for review.*

Q: *Again, can you point to the diary of action or an extract thereof in this list of disclosures?*

A: *The diary of action is not on the list of these documents.*

Q: *So the court has not seen the actual complaint which purportedly started this case, that is true?*

A: *As indicated, EOCO acted on a tip off which indicated that A1 had misappropriated funds at the National Signals Bureau and evidence and verified documents gathered in the course of investigations have been made available to this court.*

- 4.81. Key inquiries were made after arraignment. EOCO's letter enquiring about the purpose of the cheques is dated 30th April 2025, the date of arraignment, and the reply came on 9th May 2025. Formal clarification of the source account was sought from Fidelity Bank on 15th May 2025. At the arraignment Counsel for the Prosecution, led by the Attorney-General, told the court that the investigation and asset tracing were still at their "tail end", confirming that material inquiries remained outstanding when the charges were laid.

Counsel for the Prosecution — 30th April 2025

"My Lord we are at the tail end of the investigations and there is one particular witness that we think the accused person will strenuously interfere with and also we are conducting the asset tracing contemporaneously with the investigation of the criminal enterprise."

- 4.82. PW4 had no training in the financing of National Security intelligence operations, and this was his first investigation involving National Security. He did not know what a black budget or a cover company is. The functions of the National Security Council as enshrined in **the 1992 Constitution** includes considering and taking appropriate measures to safeguard the internal and external security of Ghana, and the authority of national security agencies to utilize private entities for front/cover and backstopping operations remains a trite proposition within modern intelligence frameworks and a reality of contemporary statecraft. He did not interview the past or present National Security Coordinator, the past or present Minister responsible for National Security, or Seth Kwadwo Danso, the Coordinator's Director of Finance, nor pursue critical lines of inquiry as ordered by the Court of Appeal.
- 4.83. When asked about his knowledge of the use of special operations accounts in the operations of national security and intelligence agencies, PW4's answer was "*I am not aware*". The Prosecution cannot rely upon the unawareness and self-confessed ignorance of PW4, and his characterization of account number 0241424233018 as private to be evidence of a criminal purpose. He did not obtain the originating authorisation files for the three cheques, did not reconcile pre-financing and repayments, did not conduct a technical inquiry into delivery, did not verify the disputed invoice with ISC Holdings, and did not trace the three cheques to any purpose at all. His evidence nevertheless supplied conclusions such as "*public money*", "*dissipated*", "*fake*", "*layering*" and "*loss*" where the primary facts needed to sustain them were absent.

Cross-examination of PW4 — 2nd July 2026

Q: *Can you tell this Honourable Court what a black budget is?*

A: *I am not able to speak to it.*

Q: *Can you also tell this court your understanding of what a cover company is in relation to National Security Intelligence Operations?*

A: *My Lord I am not able to speak to it.*

Q: *Have you had any training on the financing of National Security Intelligence Operations?*

A: *No my Lord.*

Q: *In your entire career as an investigator, have you ever investigated any matter relating to National Security and its submarine intelligence underpinnings?*

A: *This is the first investigation I have conducted involving a director of National Signals Bureau formerly known as the Bureau of National Communications under the National Security Council Secretariat.*

Cross-examination of PW4 — 1st September 2026

Q: *You are aware that the National Security and intelligence agencies apart from operational accounts also operate special operations accounts, not so?*

A: *I am not aware of that.*

Q: *I put it to you that your lack of knowledge notwithstanding, the National Security and intelligence agencies apart from operational accounts also operate special operations accounts.*

A: *I am not aware of that.*

Cross-examination of PW4 — 6th July 2026

Q: *After the tip off and during your investigations, did you engage and take the requisite statements from the immediate past National Security Coordinator.*

A: *The transfer of funds was on the account of the Director BNC and as such, we engaged the National Signals Bureau which was then the Bureau of National Communications.*

Q: *Again, you did not confer with the current National Security Coordinator relative to the movement of money from the Coordinator's account –NSC at Fidelity Bank to the BNC Bureau Communications Limited at UMB Bank?*

A: *The movement of funds was from the Director BNC account at Fidelity Bank and as such, we engaged only the National Signals Bureau.*

Q: *So you would admit that you did not bring before this Honourable Court any statement from the national Security Coordinator whether past or present, not so?*

A: *No my Lord. There is no statement from the past and current National Security Coordinator because the account in which the funds were transferred from was for the Bureau of National Communications which they have this account in their records.*

Q: *Again, you did not engage the immediate past Minister for National Security?*

A: *No my Lord, we did not engage.*

Q: *Neither did you engage the Minister currently responsible for the National Security?*

A: *No my Lord because the investigations had to do with movement of funds from the Director BNC account belonging to the National Signals Bureau which A1 in his capacity as the then director of the Bureau of National Communications*

moved 49.1 Million Ghana Cedis from that account to his private BNC Communications Bureau Limited's account at UMB.

4.84. *The Prosecution closed its case without the materials the Court of Appeal ordered it to disclose*

4.85. By its order of 28th May 2026 in Criminal Appeal No. H2/05/2026, the Court of Appeal ordered the Prosecution to disclose: (i) the missing pages 2 to 89 of the statement of Advantage Solutions Limited's account with Universal Merchant Bank; (ii) the source of the GH¢49,100,000 lodged in the National Security Coordinator's special operations account and transferred to the BNC Communications Bureau Limited account at UMB; (iii) the file put together by the late Joshua Kyeremeh, then National Security Coordinator, on the acquisition of the cyber defence system, which the Court described as "*a prominent dimension of this criminal case*"; (iv) all correspondence under the hand of Joshua Kyeremeh or any previous Coordinator relating to the vetting of A2 and her use as a source of confidential assistance to National Security, particularly in connection with special purpose accounts opened with UMB Bank as the face; (v) the National Security Coordinators' special operations accounts connected to A1; and (vi) full disclosure from the immediate past National Security Coordinator as to whether the GH¢49,100,000, which the Prosecution treats as US\$7,000,000, was intended for the importation of the cyber defence system alone. The order has not been stayed, varied or set aside. The Prosecution filed a response on 1st July 2026, which the court rejected when it was tendered through PW4 and marked as Exhibit R11. None of the materials in items (ii) to (vi) was placed before the court. The missing pages 2 to 89 were obtained by the accused persons themselves and are in evidence as Exhibit 15; they show pre-financing of National Security special operations from A3's funds. The materials withheld go directly to the source and character of the GH¢49,100,000, its purpose, whether it was intended for the cyber defence system alone, the authority for the accounts, the vetting and role of A2, the relationship between A1 and the Coordinator's special operations accounts, and the application of funds through A3's account.

1. *The persons who could resolve the central questions were not called*

4.86. The witnesses the Prosecution called either disclaimed knowledge of the essential facts or named others as the persons competent to speak to them. PW2 named the National Security Coordinator, the Minister for National Security and the top hierarchy of the National Security Council as the persons who would know the purpose of the cheques, and she named ISC Holdings and the superiors of the National Security set-up as the persons who could speak to delivery. The Court of Appeal in its

ruling of 28th May 2026 reasoned that the immediate past national security coordinator should and must disclose the purpose of the GH¢ 49.1 million in relation to the acquisition of the cyber defence system, very critical and material issues at the heart of this trial. None of these persons were called to testify for the Prosecution. No bank official was called to explain the account mandate, the payee description "*BNC operations*" or the documents presented when the cheques were lodged, and no representative of ISC Holdings was called although its contact details appear in the Exhibit A and B series. The anaemic evidence of the Prosecution merely illustrates movement of money. It did not prove why it moved; under whose authority it moved; whether each cheque had the same purpose; whether the funds included reimbursement of pre-financed operations; whether the supplier performed the contract; whether the system was delivered and accepted; whether A2 was officially vetted and authorised; whether the State suffered any net loss; or whether the charged funds were applied to any of the assets alleged. These are not peripheral gaps. They concern the factual bridge between the movement of money and the criminal character the Prosecution attributes to it.

- 4.87. Respectfully, when the evidence led by the Prosecution is examined against the documentary record which was in its possession, the difficulty becomes even more pronounced. The tracing exercise relied upon by the Prosecution is internally irreconcilable and contradicted by the banks' own records, yet it was built upon a documentary record from which 488 material pages were withheld from this Honourable Court, comprising 88 pages of A3's bank statement, a further 193 pages of A3's bank statement forming part of Exhibit 38A, and the full 207 pages of A1's account, which ought to have formed part of the Exhibit 6 Series. These constitute substantial portions of the underlying banking records upon which the Prosecution's tracing exercise purports to rest. Equally undisclosed are the investigator's diary of action and the original tip-off. Also very embarrassing is the fact that A1's statement dated 15th May 2025 (Exhibit 41) as well as the Audio recording of PW2's interrogation though several demands having been placed on the Prosecution.
- 4.88. My Lord, the significance of the concealment is not merely that documents were withheld; it is that material portions of the very documentary record said to establish the Prosecution case were withheld despite containing records capable of contradicting the tracing exercise relied upon by the Prosecution. Such deliberate concealment raises serious questions under **section 215 of the Criminal Offences Act, 1960 (Act 29)**, although the Defence does not invite this Honourable Court to determine criminal culpability at this stage. Albeit, there is a criminal conduct to deceive this Honourable Court to aid a wrongful conviction on the account of the absence of the consciously withheld evidence by the Prosecution. Any prosecution that conceals material evidence from the court and the defence with the intent to

defeat, obstruct, or pervert the cause of justice lacks the professional integrity and procedural fairness which must be associated with the constitutional right to fair trial. This Honourable Court should not make a finding of sufficiency of evidence in the face of these criminal concealment and reward clear dishonesty of this nature.

5. ANALYSIS OF THE ELEMENTS OF THE CHARGES

- 5.1. For the Accused persons to be called upon to open their defence, this Honourable Court must be satisfied that the Prosecution has adduced sufficient evidence to prima facie establish each essential elements or ingredients of the offences with which they have been charged. In the case of **Adjei and Another v. The Republic [2010-2012] 2 GLR 754**, the Court of Appeal held at page 764 thus:

“As for the essential ingredients, it is a must that all of them must be established before an accused could be called upon to open a defence otherwise not. The failure to establish even one ingredient is very fatal and there would be no need to call upon the accused to say anything. It is therefore of paramount importance and obligatory on the part of a trial court to identify the essential ingredients of the offence charged when it comes to deciding whether or not a prima facie case had been made against an accused person in respect of that offence at the close of the prosecution’s case.” (Emphasis supplied)

- 5.2. The Merriams-Websters’ dictionary defines fatal as causing death, bringing ruin, causing failure. The death, ruin and failure of the Prosecution’s case relative to the charges of stealing is obvious.
- 5.3. The underlisted authorities have held that, where a statute creates an offence, it is the duty of the prosecution to prove each and every element of the offence, which is a sine qua non to secure a conviction. The fundamental and cardinal principle as to the criminal burden of proof on the prosecution should not be shifted even slightly. See **Tamakloe v. The Republic (2011) 1 SCGLR 29**; **Donkor v. The Republic (1974) 2 GLR 254**; **Woolmington v. Director of Public Prosecution (1935) AC 462 at 481-482** HL and Dotse JSC in **Frimpong alias Iboman v. The Republic [2012] 1 SCGLR 297**. Therefore, where the evidence adduced by the Prosecution witnesses failed to establish any of the essential elements of a particular charge, the Accused persons affected by that charge must be acquitted and discharged on that Count. My Lord, we hereby address counts 1, 2 and 3 pertaining to stealing the statement of offence and the particulars of which have been stated at paragraph 2.2 to 207.

i. Stealing — Section 124(1) of Act 29

- 5.4. Counts 1, 2 and 3 of the charge sheet dated 30th April 2025, charge the 1st Accused with stealing.
- 5.5. Three things are common to the three counts. First, each says the money *"belonged to the Republic of Ghana"*. The Prosecution has named the owner. Secondly, each says the appropriation was *"dishonest"*. Thirdly, each says it was done *"under the guise of procuring a cyber defence system for the Republic of Ghana from ISC Holdings Limited"*. That is the Prosecution's explanation of how the money was taken. Each count charges a separate cheque on a separate date, and each must stand or fall on the evidence about that cheque.
- 5.6. **Section 125 of the Criminal Offences Act, 1960 (Act 29)** says: *"a person steals who dishonestly appropriates a thing of which that person is not the owner"*. The Supreme Court in **Cobbina v. The Republic (Criminal Appeal No. J3/07/2019, 19th February 2020)** and the Court of Appeal in **Aaron Kwesi Kaitoo v. The Republic (2018) JELR 63527 (CA)** Court of Appeal · SUIT NO.: H2/25/2017 · 26th Apr 2018 break this into three ingredients, each of which the Prosecution must prove: that the thing belonged to someone other than the accused; that the accused appropriated it; and that the appropriation was dishonest. In **Kaitoo** the Court put it thus: the Prosecution must prove *"that the accused was not the owner of the money alleged to have been stolen, that the accused appropriated the money without the consent of its owner, and that the appropriation was dishonest"*.
- 5.7. We therefore take the three ingredients one after the other. Under each we set out the law, then the whole of the evidence that bears on it, that which the Prosecution relies on as much as that which its witnesses gave against it, and we say what the evidence proves.

The Evidence Measured Against the Ingredients of Stealing

The first ingredient: a thing "of which that person is not the owner"

- 5.8. **Section 123(3) of Act 29** says it is not necessary to prove ownership of the thing stolen. That relieves the prosecution of proving title in the ordinary case. It does not relieve it of the ingredient in **section 125** itself, that the accused was *"not the owner"*, which **Cobbina** and **Kaitoo**, supra, state as a separate ingredient. Nor does it relieve it of a fact it has chosen to plead. Each of the three counts says the money *"belonged to the Republic of Ghana"*. In **Dramanu v. The Republic [1973] 2 GLR 378** the Court said: *"If ownership is alleged to reside in a named person and if the prosecution failed to establish that fact, then it*

has failed also to prove that the accused is not the owner. The prosecution must then fail." The court further illustrated as follows:

"Take for instance this hypothetical case: Riding a brand new bicycle in the street, A., is arrested and charged with having stolen the bicycle. In the charge it is alleged that the property belonged to the U.A.C. The defence of A. is that the property belonged to him. The prosecution proceeds with the trial. They call the U.A.C. but the U.A.C. gave evidence that they had not lost any bicycle. Can it be said that the proof of ownership is unnecessary in such circumstances? How else can it be established that A. was not the owner of the bicycle? Definitely the failure to establish the ownership in such a case must be fatal to the prosecution's case. If the prosecution knew the real owner they would not have laid the ownership in another. To satisfy the ingredient of the negative phrase: 'of which he is not the owner,' in such a case one has to prove positively that somebody else, a particular person, is the owner."

- 5.9. Who the owner is matters for a second reason. Under **section 120(1)(b)** it is the consent of the owner, or of the person for whom the accused is trustee, that decides whether an appropriation is dishonest. The Court cannot know whose consent counts until it knows whose money it was.

Source of the Money

- 5.10. The Prosecution's case on ownership rests on three facts. The Fidelity account was opened in May 2017 by a letter of the National Security Council Secretariat signed by the National Security Coordinator, a public officer (Exhibit 5f). PW2 listed it among the accounts the Bureau operated and said it *"is owned by the Agency"*.¹ And the requests for payments out of it to ISC were on Secretariat letterhead, co-signed by the Coordinator.² Those facts show that a public officer opened the account and that it was used for the Bureau's operations. They do not show that everything in it was the Government of Ghana's money, and the Prosecution's own witnesses went on to say the opposite.
- 5.11. PW2, the head of finance, described the accounts in her evidence-in-chief:³

A: *My Lord I know of three bank accounts, the main account which is Bureau of National Communications which is domiciled at Bank of Ghana, Bureau of National Communications two which is an operational account also at Bank of Ghana and the director BNC which was at Fidelity*

¹ Proceedings of 11th March 2026, p. 10

² Exhibit A series; proceedings of 7th November 2025, p. 14

³ Proceedings of 17th October 2025, pp. 10–11

Bank and was opened by the late Joshua Kyereme because we were not autonomous at the time.

Q: *Kindly tell the court the possible sources of funds into these accounts.*

A: *My Lord the two bank accounts at Bank of Ghana had sources from the Government of Ghana. Both the operational account at Bank of Ghana and Fidelity came from diverse sources.*

- 5.12. Under cross-examination she said the real name of the account is "Coordinator's account, NSC"; that cheques payable to "the National Security Coordinator" are paid into it; and that the name "Bureau of National Communication has nothing to do with the account".⁴ Asked whose account it is, she said: "the account belongs to the Coordinator ... but it is operated for purposes of the Bureau of National Communications Operations".⁵ There is no account at Fidelity called "State BNC" or "Public BNC", the names the Attorney-General used.⁶ The Coordinator's letter asked for an "additional" account for his own office, and the Coordinator himself chose "Director-BNC" as its label.⁷ Fidelity Bank told PW4 in writing that "the Director BNC was a secondary account opened on the earlier account, Coordinator's account NSC", and PW4 accepted that explanation in full.⁸ So the "Public BNC account" of the Attorney-General's facts is, on the evidence, a sub-account of the National Security Coordinator's own operational account, opened at his request and under his control.

The Statutory pointers to ownership of the money

- 5.13. How public money reaches the National Security is not a matter of practice only; it is fixed by statute. At the material time the **Security and Intelligence Agencies Act, 1996 (Act 526)** governed the Council, its Secretariat (the Office of the National Security Coordinator (under which the Bureau was a department) and the intelligence agencies. Under **section 32 of Act 526** the money for the expenses of the Council and the agencies is provided by Parliament. Under **section 33(1)** "there shall be kept by the Co-ordinator of the Council books of account and proper records in relation to them", and under **section 33(2)** "the books of account shall be audited by the Auditor-General each financial year". Parliament thus provided the money, the Coordinator was to keep the books, and the Auditor-General was to audit them.

⁴ Proceedings of 11th December 2025, p. 17

⁵ Proceedings of 11th December 2025, p. 7

⁶ Proceedings of 11th March 2026, p. 10

⁷ Proceedings of 11th December 2025, p. 18

⁸ Exhibit 35; proceedings of 6th July 2026, p. 16; proceedings of 7th July 2026, pp. 10–11

- 5.14. Under the general regime, **section 51 of the Public Financial Management Act, 2016 (Act 921)** requires the bank accounts of covered entities to be opened with the approval of the Controller and Accountant-General and operated under his regulation, with payments processed through GIFMIS. The Accused persons do not say that this scheme takes the case out of this Court. They say that it tells the Court where public money is to be found and how its use is proved, and that the Prosecution looked in neither place.
- 5.15. What constitutes public funds is defined by law and requires proof. It is not within the whims and caprices of the Prosecution. In the Supreme Court case of ***Okofe Sobin Kan II and 4 Ors v Attorney General (2014) JELR 66833 (SC)*** Public funds was defined as follows:

*"In view of my analysis and my appreciation of the facts of this case based on the above decision in the **Omae** case, I am of the view that public funds have been so defined that it admits of no complexities or absurdities. Any funds which are public in nature and which are paid into the consolidated funds, contingency or other funds established by authority of an Act of Parliament are public funds."*

- 5.16. Logically, government funds as asserted in the charge sheet are public funds.
- 5.17. The scheme matters to the first ingredient in this way. Money provided by Parliament under **section 32** is public money, and PW2 has described exactly how it travels: through GIFMIS, into the Coordinator's account at the Bank of Ghana, and nowhere else. An account which is not on GIFMIS, was not opened with the approval of the Controller and Accountant-General, keeps no books under **section 33(1)** that anyone has produced, and has never been audited under **section 33(2)**, is on its face outside the channel by which Parliament's money moves. The Prosecution, which says the money in that account was the Government's, produced none of the statutory books, no audit, no Auditor-General's report and no Controller and Accountant-General approval, and never asked the Coordinator's office for any of them.⁹ PW4 agreed that the agencies "*are creatures of law*" and that he was "*familiar with the laws governing these institutions*", but his investigation used none of the records those laws require.¹⁰ The evidence of PW2 that follows must be read against that scheme.

Public money

- 5.18. The counts say the money "*belonged to the Government*". The Attorney-General's facts call the account the "*Public BNC*" account. The Prosecution therefore had to prove that the funds from which the 3

⁹ Proceedings of 27th July 2026, pp. 3–5, 8

¹⁰ Proceedings of 7th July 2026, p. 2

cheques were paid were public funds. PW2, who processed the Bureau's public money, explained how public money reaches the National Security. All of it, compensation, goods and services (including the special operations component) and capital expenditure, is released through GIFMIS; the Coordinator is set up on GIFMIS as a supplier of *"services of a secret nature"*; and the money is paid into the Coordinator's account at the Bank of Ghana, from which he decides whether to spend by cash or cheque.¹¹ On 27th April 2026 she was asked into which account that public money goes:¹²

Q: *When you mentioned the Coordinator's account, you were referring to the special operations account held at the Bank of Ghana, is that not so?*

A: *Yes my Lord.*

Q: *These special operations funds from the government of Ghana are released through GIFMIS only into the special operations account of the National Security Coordinator with Bank of Ghana and not to any other account, is that correct?*

A: *Yes my Lord.*

Q: *All monies released by the government to the National Security including compensation, goods and services with this special operations components are released into the Coordinator's account at the Bank of Ghana, not so?*

A: *Yes my Lord.*

Q: *The Coordinator's account "NSC" with the account number 107-003-067-7849 at Fidelity Bank is not set up in GIFMIS for the purpose of receiving public funds, is that not so?*

A: *Yes my Lord.*

Q: *You agree that the Coordinator's account "NSC" is not subject to the public financial management rules?*

A: *That account is not audited.*

Q: *When you say that "that account is not audited", it is an admission that it is not subject to the public financial management rules?*

A: *Yes my Lord.*

- 5.19. That evidence is specific and it is the last word she gave on the subject. It is true that earlier, on 11th March 2026, she had agreed in general terms that *"for special operations accounts, the sources of funds are both public and private"*, and that this *"includes"* the Fidelity account;¹³ and in chief she had said the Bank of Ghana accounts *"had sources from the Government of Ghana"* while the Fidelity account *"came from*

¹¹ Proceedings of 11th March 2026, pp. 5–7

¹² Proceedings of 27th April 2026, pp. 3–4

¹³ Proceedings of 11th March 2026, pp. 4–5

diverse sources".¹⁴ But when she came to describe the actual channel by which government money reaches the National Security, she said it runs through GIFMIS only into the Bank of Ghana account "*and not to any other account*", and that the Fidelity account is not set up to receive public money at all. No witness ever identified a single receipt of government money into the Fidelity account. What the witnesses did identify going into it was private money: the 1st Accused's own advances, cash from private persons and from named National Security operatives, and "*monies*" whose source PW2 "*would not know*".¹⁵ Her evidence on the 49.1 million was the same. The Bureau's whole budget for 2020 was GH¢13,328,365 (Exhibit 8); the GH¢49.1 million was no part of it; "*the 49.1 Million Ghana Cedis is entirely different from the main budgetary allocation*"; and she did not know where it came from.¹⁶ Money spent before budget releases arrive comes "*outside governmental sources*".¹⁷ Special operations money, once designated, "*leave[s] the realm of public financial management rules*", is spent at the Coordinator's unquestioned discretion and is not audited.¹⁸

5.20. The Investigator was asked what he did to find out whether the money was the Government's:¹⁹

Q: *In reaching the conclusion that the 49.1 Million Ghana Cedis constituted funds of the Bureau of National Communications, did you examine the government of Ghana's approved budget for the year 2020?*

A: *No my Lord.*

Q: *Did you find any budgetary allocation of the amount of 49.1 Million Ghana Cedis to the office of the National Security Coordinator for the year 2020?*

A: *No my Lord.*

Q: *Did you examine any release, warrant, expenditure authorization or other budgetary document showing that the 49.1 Million Ghana Cedis was released to the Bureau of National Communications?*

A: *No my Lord.*

5.21. He could not show the Fidelity account on GIFMIS, could not point to any Controller and Accountant-General authorisation for it, and could not point to any Auditor-General's report on it.²⁰ When it was put to him that PW2 had made clear to EOCO that "*the only accounts through which public funds were released to the office of the National Security*

¹⁴ Proceedings of 17th October 2025, p. 11

¹⁵ Proceedings of 24th March 2026, p. 5; proceedings of 1st September 2026, pp. 7–10

¹⁶ Proceedings of 18th March 2026, p. 5; proceedings of 24th March 2026, pp. 4–5

¹⁷ Proceedings of 10th December 2025, pp. 7–8

¹⁸ Proceedings of 11th March 2026, pp. 4–7

¹⁹ Proceedings of 27th July 2026, pp. 1–2

²⁰ Proceedings of 27th July 2026, pp. 3–5, 8

Coordinator was strictly the National Security Coordinator's main account at the Bank of Ghana", his answer was only that PW2 had listed the Fidelity account among the accounts the Bureau operated.²¹ He did not trace any public money through GIFMIS into the Fidelity account, and he did not say that any such transfer took place. Asked whether the 1st Accused's money and the private cash deposits "became funds of the Prosecution by their sheer payment into the Coordinator's account", he said: "I do not know about that".²² His only basis for calling the money public was that the account was opened on the Coordinator's instruction.²³ He did no reconciliation of what went into the account and what came out of it.²⁴

The 1st Accused's own money in the account

- 5.22. That last answer matters because the 1st Accused's own money was in the account. PW2 confirmed from the bank statements that he paid in GH¢2,700,000 on 24th April 2018 when the balance was GH¢271,572.38, GH¢1,650,000 on 9th July 2018 when the balance was GH¢11,907.15, and GH¢400,000 on 3rd December 2018, and that on each occasion the money was used the next day to pay the Coordinator's foreign suppliers.²⁵ She agreed each was *"a pre finance at the instance of Kwabena Adu Boahene"*, that *"without the pre financed infusion the payment could not be effected"*, and that the National Security was *"cash-strapped"*. She then said:²⁶

Q: *In such instances, the funds for these operations may be pre-financed until your budgetary releases are received?*

A: *Yes my Lord.*

Q: *Obviously, when operations are prefunded, you always refund the monies to the source, where you took it from?*

A: *Yes my Lord.*

Q: *Indeed, your former boss, Kwabena Adu Boahene has had to pre-finance some special operations expenditure on a number of occasions during his tenure?*

A: *Yes my Lord.*

- 5.23. PW4 confirmed the same advances from the statements.²⁷ Asked whether any part of the three cheques could have been the refund the practice required, he said he could not tell, because in his view *"there were no advances to reconcile"* and *"there was nothing as advances"*.²⁸

²¹ Proceedings of 27th July 2026, p. 8

²² Proceedings of 1st September 2026, p. 8

²³ Proceedings of 1st September 2026, p. 10

²⁴ Proceedings of 1st September 2026, p. 10, 16

²⁵ Proceedings of 17th March 2026, pp. 2–6

²⁶ Proceedings of 11th March 2026, pp. 12–13

²⁷ Proceedings of 26th August 2026, pp. 8–9

²⁸ Proceedings of 1st September 2026, p. 16

That answer contradicts his own reading of the statements and the evidence of the head of finance. It also means that the Prosecution never asked itself the question on which this ingredient turns. Fundamentally chaotic for the Prosecution was that PW4 was on a collision course with the evidence of PW2

What the first ingredient comes to

- 5.24. The Prosecution named the Government of Ghana and pointed to the Coordinator. It said "*public funds*" and its own head of finance said that public money goes through GIFMIS only into the Bank of Ghana account "*and not to any other account*", and that the Fidelity account "*is not set up in GIFMIS for the purpose of receiving public funds*". The only money anyone identified going into the Fidelity account was private: the 1st Accused's own advances, which were to be refunded to him, and cash from private persons and operatives. The account is outside GIFMIS, outside the public financial management rules and outside audit. The head of finance does not know where the GH¢49.1 million came from. The investigator did not look, traced nothing from the Bank of Ghana, and would not reconcile the account. On that evidence there is no proof that any part of the three sums was the Government of Ghana's money. On ***Dramanu*** the ownership pleaded in each count is not proved, and the counts fail on that ground alone. There is a second failure. Because the identified inflows were private and included the 1st Accused's own advances, which fell to be repaid, and the investigator refused to reconcile the account, nobody can say that any of the three sums, and least of all the GH¢1,000,000 in Count 2, was not the 1st Accused's own money coming back to him. The negative in **section 125**, "*of which that person is not the owner*", is left to guesswork, and ***Ali Kassena*** does not allow the Court to guess. The most the Prosecution can say is that the Coordinator opened the account as a public officer. That does not turn the money into the Government's. But even if it did, it would make the Coordinator the person holding the money for the Government of Ghana, and it is his consent that **section 120(1)(b)** asks about. We come to that consent under the third ingredient.

The second ingredient: appropriation

- 5.25. **Section 122(2) of Act 29** defines an appropriation as "*any moving, taking, obtaining, carrying away, or dealing with a thing, with the intent that a person may be deprived of the benefit of the ownership of that thing, or of the benefit of the right or interest in the thing, or in its value or proceeds, or part of that thing*". The definition has two parts: a movement of the thing, and an intent that the owner be deprived of it. The question is whether it moved "*with the intent that a person may be deprived*" of it, and on that the Prosecution relies on three things: the destination of the cheques, the name of the company, and what became of the money. We take each.

The destination of the cheques

5.26. The Attorney-General's facts say the cheques were made out to "BNC Operation" but paid into a differently named private account, and that the 1st Accused "cited" the ISC contract "to get the cheque cleared". PW4 said "similarity in names such as this is always misleading".²⁹ The evidence does not bear this out. PW2 wrote the payee on all three cheques herself, and it was she, not the 1st Accused, who paid in the second and third, writing "BNC Operations" as the account name. On 2nd April 2026 she said:³⁰

Q: *In preparing the three cheques for the National Security Coordinator's signature, you did not raise any concerns to him about these cheques?*

A: *No my Lord.*

Q: *On arrival at the UMB Bank, did the bank raise any concerns or suspicions with you about the cheques?*

A: *No my Lord.*

Q: *About the account number?*

A: *No my Lord.*

Q: *About the account name?*

A: *No my Lord.*

Q: *Apart from this UMB account, do you know any other account with the account name BNC operations belonging to the Bureau?*

A: *No my Lord.*

5.27. On the contract she said:³¹

Q: *In depositing the first cheque of One Million, you did not have to show any contract document to the UMB Bank prior to the bank accepting the cheque?*

A: *No my lord. You do not have to.*

Q: *In respect of the two other cheques, there was no need to show a contract to the UMB Bank?*

A: *No my Lord. There was no need.*

5.28. PW4 was asked where else the cheques could have gone:³²

²⁹ Proceedings of 22nd June 2026, pp. 2–3

³⁰ Proceedings of 2nd April 2026, pp. 6–7

³¹ Proceedings of 11th March 2026, p. 12

³² Proceedings of 7th July 2026, pp. 21–22; proceedings of 15th July 2026, p. 12; proceedings of 29th July 2026, pp. 5–6

Q: *In your investigations, did you discover any account with the account name BNC operations?*

A: *No my Lord.*

Q: *If there was no account called BNC Operations, where were the three cheques going to be paid into?*

A: *These are exactly the red flags identified with respect to these transactions that A1 as a Director of the then Bureau of National Communications cosigned cheques with the late National Security Coordinator and paid these cheques into his private limited liability company account.*

5.29. That is not an answer to the question; it is a repetition of the charge. He agreed that he could not say what destination the Coordinator had in mind when he signed cheques payable to "*BNC Operations*".³³ Inside the Bureau the UMB account was simply "*BNC OPS*". PW3 said everyone dealing with it "*knew that this was the same as BNC Communications Bureau Limited's account*",³⁴ and the bank's own e-mails call it "*BNC OPS*".³⁵ PW2 thought it was one of the Bureau's special operations accounts,³⁶ and the Deputy Director-General of the Bureau drew operational cash from it.³⁷ When the 1st cheque was paid into the account, the deposit slip had the company's full name, "*BNC Communications Bureau Limited – Operations*". Fidelity Bank told PW4, in a report he said he did not challenge, that before the money moved "*the signatories*" of the Coordinator's account had told the bank they wanted to buy foreign currency, that Fidelity could not give a good rate, and that UMB could.³⁸ The suspicious transaction report on which the investigation relied was about the return of GH¢7.2 million to Fidelity in April 2020; it found nothing suspicious about the opening of the UMB account or the paying in of the cheques.³⁹ The only account which answered to the words the Coordinator wrote on the cheques was the one the Bureau's own officers used by that name, and the Coordinator's bank had been told in advance where the money was going and why. That is an open movement through the Bureau's own finance office, not a diversion.

The name of the company

5.30. The Prosecution says the 1st and 2nd Accused persons "*carefully styled*" the company to copy the Bureau's name. The BNC Communications Bureau Limited was incorporated on 23rd October 2018, fifteen months before the first cheque, with both A1 and A2 named

³³ Proceedings of 7th July 2026, pp. 21–22

³⁴ Proceedings of 9th June 2026, p. 7

³⁵ Proceedings of 7th July 2026, pp. 20–21

³⁶ Proceedings of 17th October 2025, p. 13; proceedings of 2nd April 2026, p. 2

³⁷ Proceedings of 23rd July 2026, p. 11

³⁸ Exhibit 35; proceedings of 7th July 2026, pp. 16–17; proceedings of 29th July 2026, pp. 2–3

³⁹ Proceedings of 29th July 2026, pp. 7–8

as directors, and it opened its first UMB account in 2018.⁴⁰ It will be a pathetic clairvoyance to say that the opening of another account in the same name should be misconstrued as an attempt to use it as a receptacle of criminal funds. that The Registrar of Companies registered the name. No witness from any bank or office said the name misled him. Money also flowed the other way: in 2018 the 1st Accused paid GH¢4.75 million from his own account into the Coordinator's Fidelity account.⁴¹ A name is evidence of an intent to deprive only if some fact shows it was used to deceive. There is none. A man who wants to hide behind a name does not write the full name, his own name and his own telephone number on the paying-in slip. The name, is at best, a suspicion, and **Ali Kassen**a says mere suspicion is worthless by way of incriminating evidence.

Where the money went

- 5.31. The Attorney-General's facts say the money went through "*a complex web of companies*" into houses in Accra, Kumasi and London, a fleet of luxury cars, treasury bills, a fertiliser business and "*a lavish lifestyle*". If that were proved it would be evidence of an intent to deprive. What the Prosecution proved is this. The balance of the UMB account fell to about GH¢600,000 by August 2020; sums went from it to the 3rd Accused and were withdrawn in cash by or for the 1st Accused; GH¢1,566,000 reached Mayfair Gardens in April 2020; PW3 said cash went to the 1st and 2nd Accused and some payments went to the 1st Accused's mother for a building project in Kumasi; and the 1st Accused's salary is small next to his properties.⁴² Against that, the money that can actually be followed went as follows.
- i. On 6th February 2020, the day the first cheque was credited, GH¢9,537,500, being US\$1,750,000, went from the UMB account to ISC Holdings with the narration "*procurement of Cyber Defence System, Invoice Number NSC006*".⁴³ PW4 said of it: "*Based on the account details, I do not doubt*" that ISC received it.⁴⁴
 - ii. GH¢7,200,000 went back to the Coordinator's Fidelity account on the 1st Accused's own e-mail instruction within days of the third cheque, and was used there to buy the dollars with which the Bureau paid ISC for the Digitised Investigative Auditing System.⁴⁵ PW4 agreed on 1st September 2026:⁴⁶

⁴⁰ Proceedings of 22nd June 2026, p. 8; proceedings of 1st September 2026, p. 3

⁴¹ Proceedings of 17th March 2026, pp. 2–6; proceedings of 26th August 2026, pp. 8–9

⁴² Proceedings of 22nd June 2026, pp. 14–16; proceedings of 1st July 2026, pp. 4–6; proceedings of 29th April 2026, p. 9; proceedings of 5th May 2026, p. 2, 4

⁴³ Exhibits 19, 20; proceedings of 13th May 2026, p. 15; proceedings of 23rd July 2026, p. 2

⁴⁴ Proceedings of 29th July 2026, p. 12

⁴⁵ Exhibits 21, B4, B5; proceedings of 17th March 2026, pp. 6–7; proceedings of 13th May 2026, pp. 17–19

⁴⁶ Proceedings of 1st September 2026, pp. 8–9

Q: *So from your own thinking, you are saying that A1 returned 7.2 Million Ghana Cedis of the alleged stolen funds to its owner?*

A: *Yes my Lord.*

- iii. A further GH¢2,347,125 went back to the Fidelity account on 30th September 2020.⁴⁷
- iv. GH¢16,000,000 was placed on a 91-day fixed deposit on 11th February 2020 in the company's name, not the 1st Accused's, with the approval of UMB's head office, and rolled over.⁴⁸
- v. PW2 drew cash from the account on at least seven occasions *"on behalf of my boss, A1"* and described the money as loans for office expenditure.⁴⁹
- vi. The Deputy Director-General of the Bureau drew cash from it for operations.⁵⁰
- vii. PW1, who withdrew cash, carried it to the 1st Accused's office, which he agreed is the National Security office at Labone, or handed it to PW2.⁵¹

Q: *I put it to you that this lady Edith Ruby Opokua Adumuah is a National Security employee working with Kwabena Adu Boahene in the National Security office at Labone.*

A: *Yes my Lord.*

Q: *And you will want to confess that there were occasions that you handed over monies to Edith Ruby Opokua Adumuah.*

A: *Yes my Lord.*

- 5.32. PW3 said the 1st Accused would telephone her to say *"they said they want a loan"*, and that she kept records of what she gave PW2 because *"if it is a loan, there should be a payback time"*.⁵²
- 5.33. PW2 said cash in *"Ghana must go"* bags is how special operations money moves and that such money is *"not diverted and or stolen monies"*.⁵³

⁴⁷ Proceedings of 26th August 2026, pp. 12–13

⁴⁸ Exhibits 27, 28; proceedings of 10th June 2026, pp. 6–7; proceedings of 22nd June 2026, p. 16

⁴⁹ Proceedings of 2nd April 2026, pp. 8–9; proceedings of 21st April 2026, p. 11

⁵⁰ Exhibit 37; proceedings of 23rd July 2026, p. 11

⁵¹ Proceedings of 25th July 2025, pp. 2–6

⁵² Proceedings of 5th May 2026, p. 2; proceedings of 10th June 2026, p. 11

⁵³ Proceedings of 10th December 2025, pp. 5–6

- 5.34. PW4 agreed that he does not treat cash withdrawals from the Fidelity account as theft and that a bank statement does not show the purpose of a withdrawal.⁵⁴
- 5.35. The chart, Exhibit Y, on which the "*dissipation*" case rests, did not survive cross-examination. PW4 admitted that the GH¢9,537,500 paid to ISC, the GH¢7,200,000 and GH¢2,347,125 returned to Fidelity and GH¢1,250,000 drawn by PW2, GH¢20,334,625 in all, are counted inside the GH¢49.1 million he says was dissipated;⁵⁵ that the withdrawals he plotted between August and November 2020, GH¢17,616,127, were funded by GH¢21,777,265 of deposits from Unicell Limited and other private sources which he "*did not separate*" from the GH¢49.1 million;⁵⁶ that the account's total credits were GH¢179,461,968;⁵⁷ that a GH¢100,000 payment to Sammlungen stayed on the chart after UMB wrote that it never happened;⁵⁸ that the GH¢1.5 million "*transfer*" on which the Mayfair link rests was in fact a cash withdrawal;⁵⁹ that a 2020 vehicle "*import*" was attributed to a company formed in 2023;⁶⁰ and that parts of the chart are "*opinion*".⁶¹ On the assets pleaded in the Attorney-General's facts he said on 8th September 2026:⁶²

Q: *So can you point to any part of the alleged 49.1 Million Ghana Cedis that you can trace to the purported acquisition of Dorchester Heights?*

A: *In all documents provided before this court, there was no direct payments from accounts analyzed towards Dorchester Heights but I can recall statements provided by PW3 in respect of a project in Kumasi.*

Q: *Can you show from Exhibit U and your chart Exhibits Y and Y1 how much money was applied towards the fertilizer business as contained in the summary of accompanying facts?*

A: *There is no such estimate in my Exhibit Y.*

Q: *In the statement of accompanying facts, it is alleged that the 49.1 Million Ghana Cedis was applied to treasury bills, can you point to any evidence to treasury bill acquisitions by A1 and A2 from the 49.1 Million Ghana Cedis?*

A: *On Exhibit Y, there is no such mention of it.*

⁵⁴ Proceedings of 1st September 2026, pp. 10–12

⁵⁵ Proceedings of 26th August 2026, pp. 11–13

⁵⁶ Proceedings of 26th August 2026, pp. 14–16

⁵⁷ Proceedings of 23rd July 2026, pp. 3–4; proceedings of 27th August 2026, pp. 1–3

⁵⁸ Exhibit 39A; proceedings of 27th August 2026, pp. 6–8

⁵⁹ Proceedings of 27th August 2026, pp. 8–10

⁶⁰ Proceedings of 27th August 2026, pp. 10–12

⁶¹ Proceedings of 27th August 2026, pp. 4–5

⁶² Proceedings of 8th September 2026, pp. 12–17

- 5.36. The Mayfair payments of 2016 and 2018 came before the cheques, and the 2021–2022 payments were "*not connected to the 49.1 million*".⁶³ No vehicle, no treasury bill, no fertiliser business and no London property was traced to the money; the London property's vendor and price he could not give.⁶⁴ The Kobby Keach Hotel was frozen and has had to be released because it is not the Accused Persons'.⁶⁵ PW3's evidence about the Kumasi project names no sum, no date and no cheque, and her spreadsheets were created on 11th May 2026, during the trial.⁶⁶ PW4 admitted he has never worked as an accountant and did not reconcile the accounts.⁶⁷

What the second ingredient comes to

- 5.37. Money moved. But the intent required by **section 122(2)** is an intent that the owner be deprived of it, and every fact about where the money went points away from that intent. The first thing done with it was to pay the owner's supplier under the owner's contract. The next was to send GH¢7.2 million back to the owner's account, which the investigator agrees was a return "*to its owner*". The balance was placed on deposit in the company's name, drawn in cash by the owner's own officers, or carried to the owner's office. Nothing that the Attorney-General said was bought with it has been traced to it. What remains is a residue of cash which the Prosecution's own witnesses put in the hands of officers of the National Security and which the investigator chose not to follow. On that evidence the second ingredient is, at its highest for the Prosecution, the ordinary movement of special operations money. But the intent under **section 122(2)** cannot in truth be separated from the question of dishonesty, and it is to that we now turn.

The third ingredient: dishonest appropriation

- 5.38. **Section 120(1) of Act 29** says when an appropriation is dishonest: "*(a) if it is made with an intent to defraud, or (b) if it is made by a person without a claim of right, and with a knowledge or belief that the appropriation is without the consent of a person for whom that person is trustee or who is owner of the thing, or that the appropriation would, if known to that person, be without that person's consent*". In ***Ampah v. The Republic [1977] 2 GLR 171*** the Court of Appeal held that dishonest appropriation is of two kinds, an appropriation with intent to defraud and an appropriation without claim of right and without the owner's consent, and that the accused's state of mind is a fact which must be proved. **Section 16 of Act 29** defines an intent to defraud as an intent to cause, "*by means of forgery, falsification, or other unlawful act*", a gain to one person at the expense or to the loss of another. Under limb (a),

⁶³ Proceedings of 27th August 2026, pp. 4–5

⁶⁴ Proceedings of 8th September 2026, pp. 14–17

⁶⁵ Proceedings of 8th September 2026, pp. 12–13

⁶⁶ Proceedings of 15th June 2026, pp. 5–6

⁶⁷ Proceedings of 26th August 2026, pp. 9–10

therefore, the prosecution must prove a deceit or other unlawful act. Under limb (b) it must prove two things together: that the 1st Accused had no claim of right, and that he knew or believed the owner did not consent. If either is missing, limb (b) fails. The counts put the case under limb (a): the money was taken "*under the guise*" of the ISC procurement. We take that first, then the owner's consent, then the claim of right.

The "guise": was there a deceit?

- 5.39. A guise is a pretence. For the pretence in the counts to be proved, the prosecution had to prove that the ISC procurement was not real, or that the three cheques were falsely tied to it. Its proof was in five pieces: that the ISC contract was used to get the first cheque through the bank; that GH¢49.1 million was "*the exact Ghana cedi equivalent*" of the US\$7 million contract price; that the payment to ISC was only "*purported*"; that no system was ever delivered; and that the 1st Accused lied about the companies. None of the five has survived.
- 5.40. The first has been dealt with above: the head of finance says no contract was needed at the bank and none was asked for. The 1st Accused gave UMB the contract and invoice when the US\$1.75 million was sent to ISC, which is when a bank asks for such papers.⁶⁸ PW4 was asked to show from the contract that the GH¢49.1 million was for the system and said: "*The contract does not state the purpose for the transfer of 49.1 Million Ghana Cedis. It rather states that BNC intends to purchase a Cyber Defence System which cost 7 Million USD*".⁶⁹
- 5.41. The second was the Prosecution's bridge between three cedi cheques and one dollar contract. PW2 worked the arithmetic on the Prosecution's own exhibits:⁷⁰

Q: *At the exchange rate of 5.87 as at 6th April, 2020 what will be the Cedi equivalent of Seven Million United States Dollars?*

A: *My Lord that will be Forty One Million and Ninety Thousand Ghana Cedis.*

Q: *Based on the exchange rate you projected before this Honourable Court that is 5.85 cedi to the dollar as at the 8th day of June, 2021 it is financially impossible that Forty Nine Million, One Hundred Thousand Ghana Cedis could convert to Seven Million Dollars.*

A: *Yes my Lord.*

⁶⁸ Proceedings of 22nd June 2026, p. 12

⁶⁹ Proceedings of 15th July 2026, p. 4

⁷⁰ Proceedings of 11th December 2025, pp. 7–11

- 5.42. At the highest 2020 rate in Exhibit 4, 5.7573, US\$7 million is GH¢40,301,100; at the lowest, 5.2793, it is GH¢36,955,100. PW4 was given the same sum on 15th July 2026:⁷¹

Q: *I put it to you that the simple arithmetical division of GH¢9,537,500 by 1,750,000 USD which you admit was transferred to ISC Holdings would give you the rate of 1 USD to GH¢5.45.*

A: *My Lord, if that is his arithmetic, I have no comment on it.*

Q: *I put it to you that the difference is in the whopping sum of GH¢10,950,000.*

A: *If that is his arithmetic, I have no comment on it.*

- 5.43. We beg to submit that when an investigator has no regard for arithmetic of his own theory, his case should collapse in limine.

- 5.44. With the bridge gone, the three cheques are three separate sums whose purpose the Prosecution never found out. PW2 did not know the purpose of any of them and did not have the clearance to know.⁷² PW4 obtained no memorandum, voucher or authorisation, made no request to the Coordinator's office for them, and agreed that *"you cannot tell the purpose by the bank statement"*.⁷³ The only written enquiry into purpose, Exhibit 33, is dated 30th April 2025, the day the charges were filed, and the answer from NSB was that the information *"is not currently available"*.⁷⁴ A pretence cannot be proved by not knowing what the truth was. The Prosecution cannot say it was never told where to look. On 28th May 2026 the Court of Appeal, on the Accused Persons' application for disclosure, found that disclosure of the purpose of the GH¢49.1 million was necessary and that it should be provided by the immediate past National Security Coordinator. That order was made against the Prosecution, and the Prosecution filed a *"Response to the order of the Court of Appeal dated 28 May 2026"*.⁷⁵ This Court held that the order was directed to the Prosecution and not to the investigator, and for that reason did not allow PW4 to be asked what he had done about it.⁷⁶ But the consequence of that ruling is that the failure is the Prosecution's own. PW4 was asked whether the Attorney-General had detailed him to find out from the former Coordinator whether the money was for the cyber defence system; his answer was that *"all relevant documents and information with respect to the purpose of the transfer have been made available to this court"*, meaning the NSB letter which said the information was not available. He agreed that the former Coordinator is alive, and when asked why he had not been interviewed, said only that

⁷¹ Proceedings of 15th July 2026, pp. 12–14

⁷² Proceedings of 11th December 2025, pp. 11–12; proceedings of 18th March 2026, p. 4

⁷³ Proceedings of 1st September 2026, pp. 6–7

⁷⁴ Proceedings of 15th July 2026, pp. 5–8

⁷⁵ Proceedings of 15th July 2026, pp. 8–10

⁷⁶ Proceedings of 15th July 2026, p. 9

a request had been made to the NSB.⁷⁷ So, after the appellate court had identified the one person who could say what the three cheques were for, the Prosecution brought no evidence from him and closed its case. Two things follow. First, the purpose of the money, which is the foundation of the "*guise*" pleaded in every count, remains unproved on the Prosecution's own showing, and the Court cannot supply it by inference. Secondly, where a party is directed to a witness who can settle a fact, has access to him, and does not call him, the natural inference is that his evidence would not have helped that party. ***The Republic v Cassiel Ato Forson & 2 Others (Court of Appeal, H2/22/2023, 30th July 2024)*** and ***Sarpong v The Republic [1981] GLR 790***.

- 5.45. The Prosecution cannot ask the Court to presume against the 1st Accused a purpose which it was ordered to establish and did not.
- 5.46. The third piece, that the payment to ISC was only "*purported*", is contradicted by the investigator himself:⁷⁸

Q: *So you do not doubt at all that the ISC Holdings received the sum of 1,750,000 USD?*

A: *Based on the account details, I do not doubt.*

- 5.47. The ISC bank details on the invoice used, Exhibit 11, are the same as on the invoices the Bureau itself paid.⁷⁹ The contract, Exhibit X, is between ISC and "*the government of Ghana represented by BNC*".⁸⁰ The Bureau then kept paying ISC for the same system out of the Coordinator's account, on invoice 31, under the Coordinator's and later PW2's signature, from October 2020 to June 2022.⁸¹ PW2 processed those invoices "*because they were genuine transactions*".⁸² PW4 agreed that invoice 31 is for "*procurement of Cyber Defence System*" at US\$7 million and that its 15 per cent and 10 per cent milestones "*correspond*" to the contract.⁸³ His reason for calling Exhibit 11 "*fake*" was that its number, NSC006, appears on another Bureau invoice and that NSB had no record of it. He was asked about that:⁸⁴

Q: *Did you verify this purportedly 'fake' invoice with the issuer of the invoices, that is ISC Holdings Limited of Israel?*

A: *No my Lord.*

⁷⁷ Proceedings of 15th July 2026, pp. 10–11

⁷⁸ Proceedings of 29th July 2026, p. 12

⁷⁹ Proceedings of 20th April 2026, p. 3

⁸⁰ Proceedings of 22nd June 2026, p. 13

⁸¹ Exhibits A series, B2; proceedings of 17th October 2025, pp. 20–22; proceedings of 11th December 2025, pp. 8–9

⁸² Proceedings of 20th April 2026, p. 6

⁸³ Proceedings of 29th July 2026, pp. 9–10

⁸⁴ Proceedings of 30th July 2026, p. 4; proceedings of 26th August 2026, pp. 4–5

Q: *Although Exhibits 11 and B series (marked as B4) both bear the invoice number NSC 006, they each relate to a separate acquisition as described on the respective invoices.*

A: *Yes my Lord. The invoices per Exhibit 11 and B4 in Exhibit B series are all numbered NSC-006 but for purchase of different devices.*

5.48. He agreed that other genuine ISC invoices are also missing from NSB's "official records", and he would not call those fake.⁸⁵ PW2 withdrew her suggestion that Exhibit 11 was the one in error: *"I cannot tell which one is in error"*.⁸⁶ The first thing done with the first cheque was thus to pay the Bureau's real supplier, for the real system, under the real contract, with money that really arrived, and the Bureau went on paying the same supplier for the same system for two more years on the Coordinator's signature. That is not the conduct of a man using a contract as a pretence.

5.49. The fourth piece was non-delivery. The Prosecution relied on NSB's inventory letter, Exhibit AJ, and NSB's letter that it had no record of payment on Exhibit 11, Exhibit 31. Exhibit AJ is a 2018 inventory of "TSCM equipment", and PW4 did not know what TSCM equipment is or how it differs from a cyber defence system.⁸⁷ It does not list the Digitised Investigative Auditing System either, which everyone agrees was bought and paid for.⁸⁸ Exhibit 31 itself says the Bureau "operates systems supplied by ISC Holdings" and that NSB "cannot confirm or deny" delivery.⁸⁹ PW2 said who could:⁹⁰

Q: *So from where you are seated, it is only the top hierarchy of the National Security set up who would be able to speak to the delivery of the Cyber Defence System, is that not so?*

A: *Yes my Lord.*

Q: *Again, it is the ISC Holding Limited, the Israeli company who can confirm the delivery of the Cyber Defence System to the National Security set up?*

A: *It is not only the ISC that can speak to the delivery. It is both the ISC and the superiors of the National Security set up.*

5.50. PW4 asked neither. He took no statement from ISC,⁹¹ did not find out who received the system, and did not know whether the Attorney-General has charged ISC with non-delivery.⁹² The invoice the Bureau itself paid, invoice 31, has milestones of 15 per cent "upon delivery" and

⁸⁵ Proceedings of 26th August 2026, pp. 2–3

⁸⁶ Proceedings of 27th April 2026, pp. 9–10

⁸⁷ Proceedings of 30th July 2026, pp. 6–8

⁸⁸ Proceedings of 30th July 2026, pp. 4–5

⁸⁹ Proceedings of 25th August 2026, pp. 7–8

⁹⁰ Proceedings of 20th April 2026, pp. 7–8

⁹¹ Proceedings of 25th August 2026, pp. 3–4

⁹² Proceedings of 25th August 2026, pp. 7–12

10 per cent *"upon acceptance"*, and PW2 said those payments depended on delivery and acceptance.⁹³ Where the Prosecution's own witness names the persons who can prove a fact and the Prosecution does not call them, the fact is not proved, and the Court does not presume it against the accused (*Sarpong v. The Republic [1981] GLR 790* supra).

- 5.51. The fifth piece was the *"denial"*. In his statement of 21st March 2025, the 1st Accused said he was *"neither shareholder nor director"* of the companies, and the 2nd Accused denied knowledge of B.N.C Communications Bureau Limited.⁹⁴ PW4 told the Court in chief that the 1st Accused *"initially denied knowledge of BNC Communications Bureau Limited"*. On 8th September 2026 he was made to read the 1st Accused's first statement, Exhibit AF:⁹⁵

Q: *So A1 never denied BNC Communications Bureau Limited, why are you peddling untruth to this court?*

A: *In relation to the first statement made, A1 could not provide any information on BNC Communications Bureau Limited but in later statements sought to give further information on the company.*

- 5.52. The first statement named the company and said the 1st Accused was introduced to ISC by the Coordinator. *"Neither shareholder nor director"* is true of the shareholding and true of the 3rd Accused. A statement said to be false can at most support other evidence of guilt; it cannot supply a missing ingredient (*Ali Kassena*). Here it was not even false.
- 5.53. That is the whole of the Prosecution's case on deceit. No witness says anything false was said to the Coordinator, who signed the cheques, or to the bank, which asked for nothing. The contract was real, the supplier was real, the payment was real, and delivery was never investigated. **Limb (a) of section 120(1)** is not proved.
- 5.54. My Lord should take judicial notice in terms of **section 9 of the Evidence Act, 1975 (NRCD 323)** that the Coordinator after signing three cheques in the huge volume of GH¢ 27,100,0000.00, GH¢ 1,000,000.00 and GH¢ 21,000,000.00, the paying bank, Fidelity Bank, will always alert the National Security Coordinator when the cheques are due for clearing. The permission of the National Security Coordinator in both ways of the cheque movements and confirmation for payment plainly negates the element of dishonest appropriation.

⁹³ Proceedings of 20th April 2026, pp. 6–7

⁹⁴ Proceedings of 30th April 2025, p. 10; proceedings of 22nd June 2026, p. 11; proceedings of 1st September 2026, p. 3

⁹⁵ Proceedings of 8th September 2026, p. 10

The consent of the owner

5.55. Limb (b) requires knowledge or belief that the appropriation was without the consent of the owner or of the person for whom the accused was trustee. On the Prosecution's own case, the person who held and controlled the money was the National Security Coordinator, and on its own evidence the money in his Fidelity account was not public money at all, so that if it was anyone's other than the 1st Accused's it was his to authorise. The Attorney-General's facts say the 1st Accused *"had the power to spend or authorize spending"* from the Bureau's funds. PW2, the head of finance, said on 11th December 2025:⁹⁶

Q: *It follows from what you have told this court that it is the National Security Coordinator who controls all financial transactions of BNC.*

A: *Yes my Lord.*

Q: *It is true that A1 before the establishment of the National Signals Bureau on the 29th December, 2020 could never transact any financial business on the Fidelity account without the express approval and participation of the National Security Coordinator.*

A: *Yes my Lord.*

5.56. On 11th March 2026 she went through the three cheques one by one:⁹⁷

Q: *All the three cheques you have identified are signed by the National Security Coordinator were funds for special operations purposes, is that not so?*

A: *Yes my Lord.*

Q: *So the National Security Coordinator was authorizing the three cheques out of the special operations accounts with Fidelity Bank?*

A: *Yes my Lord.*

Q: *Did your former boss, Kwabena Adu Boahene wield higher decision making powers than the National Security Coordinator?*

A: *No my Lord.*

5.57. PW4 agreed. The cheques *"were signed by A1 and the National Security Coordinator"*; PW2 had told him *"if the Coordinator was not there, nobody can sign to withdraw from the account"*; *"that is why the three cheques in question were signed by the National Security Coordinator and A1"*; and the 1st Accused was the Coordinator's subordinate.⁹⁸ So

⁹⁶ Proceedings of 11th December 2025, p. 14

⁹⁷ Proceedings of 11th March 2026, pp. 11–12

⁹⁸ Proceedings of 7th July 2026, pp. 13–15

the 1st Accused could sign but could not spend. Every cedi that left the Fidelity account left it on the signature of the head of the whole National Security set-up, whom the head of finance describes as "*authorizing the three cheques*". That is the consent of the person in charge of the money, written on the face of the very cheques said to be the theft.

- 5.58. The Prosecution's answer is that the Coordinator would himself have been an accused. PW4 said that "*if the late National Security Coordinator was alive, he would have been investigated and possibly an accused person in this case*".⁹⁹ That is not an answer; it is a concession. If the owner's signatory took part, it is not a case of taking without the owner's consent. And if the Prosecution wished to say that the Coordinator did not know where "*BNC Operations*" was, or did not know what the cheques were for, it had to call someone who could say so. It called nobody from his office. The Secretariat's own Director of Finance, who was a signatory to the account, reported no theft and was never interviewed.¹⁰⁰ No past or present Coordinator, no Minister and no officer of the Secretariat was asked anything.¹⁰¹ PW2 first heard of a "*missing*" GH¢49.1 million when the 1st Accused was arrested, agreed it would have been her duty to flag such a loss, and never did.¹⁰² There is no complainant; the case began on a "*tip-off*" whose record was never produced.¹⁰³ In ***The Republic v. Cassiel Ato Forson & 2 Others***, supra) the Court set aside a ruling calling on the accused for exactly this reason: the prosecution had said an act was done without authority, had not called the one person who could say whether there was authority, and had tried to make the accused prove it instead. The Court held that where the prosecution alleges want of authority it must prove it, and that its failure to call the person who could speak to it is fatal at the close of its case.
- 5.59. In ***Brempong II v. The Republic [1995-96] 1 GLR350*** the Court of Appeal named the facts from which a dishonest intent can properly be inferred: that the owner remained interested in the property; that the accused did not tell the owner before or after the disposal; that he did not account to the owner for the proceeds; and that he had no honest belief that the owner had consented. Measured against those facts, every one points the other way. The owner's signatory performed the act. The owner's bank was told where the money was going and why. Part of the money was returned to the owner's account within days and applied to the owner's procurement. The owner's own officers drew on the receiving account. And no one on the owner's side ever said a cedi was missing. The second part of limb (b), knowledge that the owner did not consent, is not proved.

⁹⁹ Proceedings of 29th July 2026, p. 3; proceedings of 30th July 2026, p. 2

¹⁰⁰ Proceedings of 7th July 2026, p. 13; proceedings of 1st September 2026, pp. 16–17

¹⁰¹ Proceedings of 6th July 2026, pp. 14–15; proceedings of 15th July 2026, pp. 11–12; proceedings of 25th August 2026, pp. 11–12

¹⁰² Proceedings of 18th March 2026, pp. 1–3

¹⁰³ Proceedings of 6th July 2026, pp. 11–12; proceedings of 7th July 2026, pp. 1–2

Claim of right

- 5.60. The first part of limb (b) is the absence of a claim of right. **Section 15 of Act 29** provides that a claim of right made in good faith is a defence, and the illustration to **section 120** puts it plainly: "*A, during a law suit with B as to the right to certain goods, uses or sells some of the goods. Here A is not guilty of stealing, because although A believes that B would object, yet A acts under claim of right.*" In **Commissioner of Police v. Anane [1962] 2 GLR 107** the Supreme Court said that where a person exercises acts of ownership over a thing under a claim of right, "*the law does not regard that transaction as amounting to a dishonest appropriation of that thing*". In **Nana Osei Kwadjo II v. The Republic (2008) JELR 68436** the Supreme Court held that the belief need not be lawful or even reasonable; "*it just needs to be a demonstrably honest belief*". In **Brempong II** the Court of Appeal held that where there was a claim of right the Prosecution had failed to prove that the appropriation was dishonest. And in **Akwasi Oppong v. The Republic** the Court of Appeal upheld a submission of no case on a charge of stealing because the Prosecution's own evidence disclosed the accused's claim that the thing had been given to him and the Prosecution "*failed to investigate and disprove*" it; the Prosecution "*ought to have established an intention to defraud or absence of claim of right, but did not*". The burden is on the Prosecution, and it is a burden to disprove.
- 5.61. The claim here was made on the first day. PW4 said that "*it was in the course of these particular investigations that A1 claimed*" the transactions were classified special operations, and that when asked about them "*he indicated that some of these transactions were classified*".¹⁰⁴ The 1st Accused's memorandum to the Coordinator of 5th May 2025 (Exhibit AE) lists the ISC payment as the first item of a "*Special Operations Expenditure Summary*", and his statement of 15th May 2025 (Exhibit 41) says the Coordinator wrote to the 2nd Accused, as head of the 3rd Accused, to authorise the account as a special purpose vehicle. We do not ask the Court to take those statements as true; a self-serving statement tendered by the Prosecution is not at this stage evidence of the truth of what it says (**Agyemang II v. The Republic; section 118 of the Evidence Act, 1975 (NRCD 323)**). We rely on them only to show that the claim was made at once and that the prosecution knew from the outset what it had to disprove.
- 5.62. The Prosecution's own witnesses then proved the facts on which such a belief could honestly rest. The Coordinator opens special operations accounts with commercial banks, in the names of others, and picks their signatories.¹⁰⁵ Special operations money is spent at the Coordinator's unquestioned discretion, in cash, through agents and assets whose identities are protected.¹⁰⁶ The 1st Accused had been advancing his own

¹⁰⁴ Proceedings of 2nd July 2026, p. 4; proceedings of 23rd July 2026, pp. 7–8

¹⁰⁵ Proceedings of 7th November 2025, pp. 15–16, 18; proceedings of 27th April 2026, p. 2

¹⁰⁶ Proceedings of 11th March 2026, p. 7; proceedings of 20th April 2026, p. 11

money to the Coordinator's account since 2018 and the practice was to refund him. The Bureau's head of finance and its Deputy Director-General treated the UMB account as the Bureau's operations account and drew cash from it. And the Coordinator signed the cheques. A man who, against that background, pays the owner's supplier on the first day, sends GH¢7.2 million back to the owner's account within weeks, places the balance on deposit in the company's name and writes his own name and number on the paying-in slip is, at the least, a man whose honest belief in his authority is raised on the Prosecution's own evidence.

- 5.63. The Prosecution had to disprove that belief, and it did nothing. There is no instruction from the Coordinator that the account was unauthorised, no query from the Secretariat, no audit finding, no internal discipline,¹⁰⁷ no complaint from any officer of the State, and no question put to the one office that could have answered. PW4 called the claim an "*afterthought*" but agreed that he never put any of it to the Coordinator's office, never asked whether the account was authorised, never obtained the operational records, and received no denial from that office.¹⁰⁸ On his own evidence the investigation was concluded by 28th April 2025, before the first written enquiry into the purpose of the cheques was sent and before Fidelity Bank was asked whose account it was.¹⁰⁹ He had no training in the financing of national security operations, did not know what a black budget or a cover company is, and had never investigated such a matter before.¹¹⁰ That is exactly the position in **Akwasi Oppong**: a claim of right disclosed on the Prosecution's own evidence, and a prosecution that failed to investigate and disprove it. The first part of limb (b) is not proved either.

What the third ingredient comes to

- 5.64. There was no deceit, so limb (a) fails. The owner's signatory authorised each cheque and nobody on the owner's side ever complained, so knowledge of want of consent is not proved. A claim of right was raised at once on facts the prosecution's own witnesses proved, and was never disproved, so absence of claim of right is not proved. Limb (b) fails on both its parts. On **Ampah**, **Brempong II**, **Osei Kwadjo II** and **Akwasi Oppong**, the third ingredient is unproved.

The result

- 5.65. On the first ingredient, that the money was the Prosecution's and not the 1st Accused's, there is no evidence, which is the first situation in the **Asamoah** case. On the third, dishonesty, there is likewise no evidence of deceit, of want of consent or of the absence of a claim of right. The

¹⁰⁷ Proceedings of 20th April 2026, p. 11

¹⁰⁸ Proceedings of 1st September 2026, p. 4; proceedings of 8th September 2026, pp. 2–9

¹⁰⁹ Proceedings of 6th July 2026, pp. 3–4; proceedings of 7th July 2026, pp. 10–11; proceedings of 15th July 2026, p. 5

¹¹⁰ Proceedings of 2nd July 2026, pp. 3–6; proceedings of 27th July 2026, p. 9

evidence led in chief on concealment, on the "fake" invoice, on the "initial denial", on the Mayfair trace and on the dissipation chart has been discredited in cross-examination, much of it by PW4's own retraction, which is the second situation. And what remains on the second ingredient, three cheques signed by the owner's signatory, paid into an account known to the owner's officers by the name the signatory wrote on them, applied first to the owner's supplier and in part sent back to the owner, is at least as consistent with authorised special operations spending, pre-financing and refund as it is with theft, which is the fourth. It was for the Prosecution to exclude the innocent explanation. It did not try.

ii. Conspiracy to steal - Count 4

5.66. My Lord, criminal conspiracy requires the Prosecution to lead sufficient evidence to establish that the 1st and 2nd Accused persons agreed to act together with the common criminal purpose of stealing the said sum of GH¢49.1 million.

5.67. **Section 23(1) of Act 29** defines the offence of conspiracy as follows:

"Where two or more persons agree to act together with a common purpose for or in committing or abetting a criminal offence, whether with or without a previous concert or deliberation, each of them commits a conspiracy to commit or abet the criminal offence."

5.68. In the case of **Asiamah v. The Republic [2020] 170 GMJ 510 SC**, the Supreme Court per Torkornoo JSC (as she then was) held as follows:

*"The elements of conspiracy as just stated were outlined in **The Republic v. Baffoe Bonnie and 6 Others (Suit No. CR/904/2017)** (unreported) dated 12 May 2020 by Kyei Baffour JA sitting as an additional justice of the High Court in these words: 'For prosecution to be deemed to have established a prima facie case, the evidence led without more, should prove that:*

- 1. That there were at least two or more persons;*
- 2. That there was an agreement to act together; and*
- 3. That the purpose for the agreement to act together was for a criminal enterprise."*

That there was an agreement to act together.

5.69. My Lord, the requirement of the law is that for a criminal conspiracy to arise, the parties must have agreed to act together. In the case of **Martin Kpebu v. Attorney General (J1/8/2016) [2016] GHASC 26**, the Supreme Court per Akamba JSC (as he then was) affirmed as follows:

*"In this vein, the decision of the High Court, Accra, coram, Marful Sau, J.A, sitting as an additional High Court judge in the case of **Rep vs Augustine Abu**, No Acc 15/2010 delivered on 23/12/2009 (Unreported) which acquitted the accused persons on two counts of conspiracy to commit robbery was correct. The High court reasoned that the new formulation by the Commissioner had changed the old law on conspiracy such that proof of prior agreement to act together with a common purpose is now a new and necessary ingredient that must be proved by the prosecution, failing which the charge must fail." (Emphasis supplied)*

- 5.70. The Prosecution's case is that the 1st and 2nd Accused persons incorporated BNC Communications Bureau Limited and that the 2nd Accused person was its sole shareholder.¹¹¹ They further allege that the 1st and 2nd Accused persons moved the monies from the National BNC account into the private BNC account and subsequently through other companies.¹¹² PW4 testified that the three cheques were eventually deposited into the account of BNC Communications Bureau Limited and described that company as the 1st and 2nd Accused persons' private company.¹¹³ That the company has the 1st and 2nd Accused persons as its directors and who are also signatories to the BNC Communications Bureau Limited account at UMB which received the GH¢49.1 million.¹¹⁴ However, the mere fact of directorship or being a signatory to the account in which the GH¢49.1 million was deposited does not establish an agreement to steal. PW4's testimony does not demonstrate that the 2nd Accused person's alleged involvement in the company was accompanied by an agreement with the 1st Accused person to steal the GH¢49.1 million. PW4's charts, Exhibit Y and Y1, did not trace the GH¢49.1 million to the 2nd Accused person, did not identify any representation made by the 2nd Accused person to the Fidelity Bank or UMB Bank, National Security Coordinator or any alleged victim.
- 5.71. The Prosecution led no evidence of an agreement between the 1st and 2nd Accused persons to steal the GH¢49.1 million. None of the four Prosecution's witnesses testified to any meeting, communication, instruction, arrangement or other conduct between the 1st and 2nd Accused persons in which they agreed that the GH¢49.1 million should be stolen. There is equally no evidence identifying when the alleged agreement was made, where the alleged agreement was made, the terms of the alleged agreement, what role the 2nd Accused person allegedly agreed to perform, what the 2nd Accused person allegedly knew about the three sums, how the 2nd Accused person allegedly participated in the issuance of the three cheques, or how the 2nd

¹¹¹ Paragraph 12 of the Statement of Accompany facts.

¹¹² Paragraph 10 of the Statement of Accompany facts.

¹¹³ Page 21-22 of 7th July 2026 proceedings.

¹¹⁴ Page 3 of 1st September 2026 proceedings.

Accused person allegedly intended that the Government of Ghana should be deprived of the GH¢49.1 million.

- 5.72. PW1 did not testify to any agreement between the 1st and 2nd Accused persons. PW1 did not receive any instructions from the 2nd Accused person concerning the withdrawals he made on behalf of the 1st Accused person from the UMB Bank account to the National Security Office at Labone. PW1 expressly testified that he did not run errands for the 2nd Accused person and did *“not give any monies to Angela Adjei Boateng.”*¹¹⁵
- 5.73. PW2 did not identify any instruction, representation, cheque, receipt or operational decision by the 2nd Accused person concerning the three cheque transfers. PW2 did not testify that in preparing the three cheques for the signature of the National Security Coordinator, the 2nd Accused person procured that signature and participated in the three transfers. PW2 further testified that she raised no concern, and that UMB likewise raised no concern about the cheques, account number or account name. PW2 did not testify that the 2nd Accused person knew of and participated in a plan to steal any monies.
- 5.74. PW3 does not identify any particular meeting, conversation, telephone call, WhatsApp communication, email or other communication in which the 1st and 2nd Accused persons agreed to steal the GH¢49.1 million. There is therefore no evidence from which an agreement between the 1st and 2nd Accused persons to steal can be reasonably inferred.
- 5.75. In the case of ***Lartey and Another v. The Republic [1968] GLR 986***, Akuffo-Addo CJ held:

“Conspiracy imports an agreement to commit a crime, and where there is no direct evidence of any such agreement ... the circumstances establishing facts from which the conspiracy is to be inferred must lead uniquely to an inference of the existence of an agreement, that is to nothing else. If the circumstances merely lead to suspicion that there might have been such an agreement the charge of conspiracy is not proved.”

- 5.76. In accordance with the wisdom of Akuffo-Addo CJ, the evidence led does not disclose any agreement between the 1st and 2nd Accused persons to steal the said sum of money.

¹¹⁵ Pages 8-9 of 18th July 2025 proceedings.

That the purpose for the agreement to act together was for a criminal enterprise.

- 5.77. My Lord, the law further requires that the parties must share a common purpose which is to commit the crime of stealing. What is meant by purpose has been defined by Afreh JSC (as he then was) in the case of ***The Republic v. Ibrahim Adam and Others [2003-2005] 2 GLR 661*** as follows:

“Purpose means reason for which anything is done, created or exists; a fixed design, outcome, or idea that is the object of an action or other effort; fixed intention in doing something; determination. There must be an intention to carry out the unlawful purpose.”

- 5.78. In the case of ***Churchill vs. Walton [1967] 2 A. C. 224; [1967] ALL E.R. 497***, the House of Lords per Viscount Dilhorne held that:

“Before a person can be convicted of conspiracy to commit an offence (even if the offence is one absolutely prohibited by Statute), it must be proved that he was a party to an agreement the object of which was to do something unlawful. Mens Rea is an essential ingredient in conspiracy only in so far that there must be an intention to be a party to an agreement to do an unlawful act.” (Emphasis supplied)

- 5.79. The Prosecution’s evidence did not establish that the 1st and 2nd Accused persons shared a common criminal purpose, namely, to dishonestly appropriate the sum of GH¢49.1 million belonging to the Government of Ghana. There is no evidence from any of the four Prosecution witnesses that the 2nd Accused person knew when the monies were transferred that they were being stolen, or of any contemporaneous act by the 1st and 2nd Accused persons demonstrating that they had any dishonest intention. See also the Supreme Court case of ***Akilu v. The Republic [2017-2018] 1 SCLRG 444***.
- 5.80. Even though the Prosecution’s evidence purports to establish the circumstances under which the GH¢49.1 million was spent, the evidence did not establish the common purpose share by the 1st and 2nd Accused person which is to steal the said sum. The testimonies of the PW3 and PW4 seeks to establish that the 1st and 2nd Accused persons were connected with BNC Communications Bureau Limited. That they were directors of the company. That they were signatories to its UMB account. That the GH¢49.1 million moved through the UMB account. That some monies were allegedly transferred to the related companies. That some withdrawals were attributed to the 1st Accused person and/or persons associated with him, and that subsequent transactions were said to benefit the 1st and 2nd Accused persons.

These pieces of evidence do not establish that the 1st and 2nd Accused persons had a common purpose of stealing the GH¢49.1 million that the National Security Coordinator and the 1st Accused person, in his capacity of the Director of the BNC transferred for BNC operations.

- 5.81. PW2 who processed the three cheques confirms the involvement and authorisation of the National Security Coordinator. She confirms that the three cheques were for special operations. She confirms that the 1st Accused person was involved in the preparation and signing of the cheques but did not identify the 2nd Accused person as a participant in the transaction. She did not identify any common purpose to steal. And she does not identify any act by the 2nd Accused person which demonstrates that 2nd Accused person shared 1st Accused person's alleged criminal intention. PW2's evidence did not establish that the GH¢49.1 million transactions were undertaken for any unlawful purpose.¹¹⁶ There is no evidence identifying any criminal act undertaken by 2nd Accused person pursuant to the alleged agreement.
- 5.82. PW4 did not testify to any purpose shared by the 1st and 2nd Accused person to steal the sum of GH¢49.1 million.
- 5.83. Accordingly, we respectfully submit that the charge of conspiracy to steal the GH¢49.1 million has not been prima facie established against either the 1st and 2nd Accused Person. And pursuant to **section 173 of Act 30**, we invite this Honourable Court to uphold the submission of no case to answer and acquit and discharge the 1st and 2nd Accused persons on Count 4.

iii. ng by false pretences – Count 5

- 5.84. My Lord, the Prosecution alleges that the 1st Accused person, under the false pretence that, in the language of the Attorney – General, *“you were going to buy a cybersecurity system for the Republic of Ghana, did, cause the Government of Ghana to part with the sum of about Forty-Nine Million, One Hundred Thousand Ghana cedis (GH¢ 49,100,000.00), belonging to the Republic of Ghana”*.
- 5.85. **Section 132 of Act 29** defines defrauding by false pretences as follows; *“A person defrauds by false pretences if, by means of a false pretence, or by personation that person obtains the consent of another person to part with or transfer the ownership of a thing.”*
- 5.86. **Section 133 of Act 29** also defines false pretence thus:

“(1) A false pretence is a representation of the existence of a state of facts made by a person, with the knowledge that the representation is false or without the belief that it is true, and

¹¹⁶ See pages 10 to 11 of the 11th March 2026 proceedings

made with an intent to defraud. (2) For the purposes of subsection (1), (a) a representation may be made by written or spoken words, or by personation, or by any other conduct, sign, or means of any kind; (b) the expression "a representation of the existence of a state of facts" includes a representation as to the non-existence of a thing or a condition of things, and a representation of any right, liability, authority, ability, dignity or ground or credit or confidence as resulting from an alleged past fact or state of facts, but does not include a mere representation of an intention or a state of mind in the person making the representation, nor a mere representation or promise that anything will happen or will be done, or is likely to happen or to be done; ..."

- 5.87. In the case of **Daniel Kwasi Abodakpi v. The Republic**, CA, Criminal Appeal No. H2/6/07 20th June 2008, the Court of Appeal held in relation to the elements of the offence of defrauding by false pretences at page 30 of the judgment as follows:

*"Therefore, under **section 133 of the Criminal Code, 1960 (Act 29)** for the prosecution to succeed in proving the offence of defrauding by false pretences they are required by law to prove the following: (1) That the accused made a representation of the existence of a state of facts. (2) That the representation was made either by written or spoken words or by impersonation. (3) That the representation was made with the knowledge that it was false or made without the belief that it was true. (4) That the representation was made with intent to defraud. (5) That the representation was made by the accused (or by a person) and that by that representation, he obtained the consent of another person to part with something."*

That the Accused made a false representation.

- 5.88. The particulars of Count 5 alleged that the 1st Accused person represented that he *"was going to buy a cyber security system"* and that by this representation the Government of Ghana parted with GH¢49.1 million. The representation relied upon in the statement of facts is the presentation to UMB of invoice NSC006 and the purchase agreement of 30th January 2020 (Exhibit X) as supporting documentation for the clearing of cheque no. 020086.
- 5.89. The Prosecution must establish that the 1st Accused person did make a statement which subsequently turned out to be false and that he made the representation with the purpose of defrauding the person who parted with the property. There is no identified representation, proved through a witness or document, in which the 1st Accused person represented a false state of facts to the National Security Coordinator who authorised

the three cheques parting with the GH¢49.1 million. There is no scintilla of evidence on this.

- 5.90. In the case of **Hemans v. Coffie (1996-97) SCGLR 596**, the Supreme Court held at page 606 thus:

*"False pretence is defined by **section 132 of Act 29** and by that definition, false pretence must involve a false representation of an existing fact. A promise of an event in the future can found liability if it is coupled with false statement of the existing fact: see **Chief Superintendent of Police vs. Ceessay Gomez (1957) 2 WALR 87**. And a mere representation that something will happen or is likely to happen does not amount to fraud by false pretences: see **Kuma v The Republic**, Court of Appeal, 24 July 1970; digested in (1970) CC 113" (Emphasis supplied)*

- 5.91. First, no false statement of existing fact has been identified. The agreement of 30th January 2020 exists and is the Prosecution's own Exhibit X. Invoice NSC006 dated 2nd January 2020 (Exhibit 11) exists and payment was made on it; PW4's description of it as "fake" rested solely on its absence from the inventory records supplied to him by National Signals Bureau, a basis he abandoned when confronted with the ISC invoices in Exhibit 35, obtained from Fidelity Bank and equally absent from NSB's records, which he declined to call fake. He then conceded in terms that the two invoices bearing the number NSC006 "are all numbered NSC-006 but for purchase of different devices". The payment which the invoice described, USD 1,750,000 to ISC Holdings, was in fact made (Exhibits 19), and PW4 does not doubt its receipt. A representation which is true is not a false pretence.
- 5.92. Secondly, even if it was the mistaken belief that A1 made a representation to UMB Bank, the UMB Bank did not part with any property. It collected a cheque drawn on Fidelity Bank and credited its customer. The person who parted with property, the drawer, acting through the Coordinator's signature, was not shown to have been deceived by anybody. PW2, who prepared the cheques, deposited two of them herself and said the bank raised no concern with her. No officer of UMB or of Fidelity Bank was called. The suspicious transaction report on which the Prosecution relied (Exhibit AH) touched on PW4's admission, only the movement of GH¢7,250,000 in April 2020 and not the account opening or the cheques.
- 5.93. Thirdly, there is no evidence of intent to defraud. The Prosecution's own SWIFT exhibits show the National Security Coordinator continuing to pay ISC Holdings on invoices 28 and 31, in respect of the same system, from the same Fidelity account and under the Coordinator's and later PW2's signature, until June 2022 (Exhibits A to A14). PW4 admitted that the invoice no. 31 milestones are consistent with Exhibit X.

- 5.94. PW2, in her evidence of 11th and 18th March 2026, established that the three sums were paid by three cheques: GH¢27.1 million, GH¢1 million and GH¢21 million. Crucially, PW2 confirmed that the National Security Coordinator signed the three cheques, and that the cheques represented funds for special operations purposes. She further confirmed that the National Security Coordinator authorised the three cheques from his special operations account at Fidelity Bank. PW2's evidence therefore does not demonstrate the transfer the cheque payments were induced by a false representation made by 1st Accused person. Contrary to the Prosecutions assertion, PW2 also testified that the Contract of 30th January 2020 was not required for the deposit of any of the three cheques totalling GH¢49.1 million in the bank.¹¹⁷
- 5.95. PW2, in her testimony during cross-examination on the 20th day of April 2026, was shown Invoice No. NSC006, issued by I.S.C. Holdings Limited and dated 2nd January 2020. She confirmed that the invoice related to the acquisition of the Cyber Defence System. PW2 confirmed that the invoice was processed as a genuine transaction. That she could not speak to the delivery of the Cyber Defence System since it was procured under special operations and those who can confirm the delivery of the Cyber Defence System are her superiors of the National Security set up or the vendor, ISC Holdings Ltd.¹¹⁸
- 5.96. PW2's testimonies above show that the payment of the 1,750,000 USD was tied to or contingent on the delivery of the Cyber Defence System. Once payment was made to the ISC Holdings Ltd, the logical conclusion is that the Cyber Defence System was actually delivered. However, the Prosecution or PW4 did not inquired from the Superiors of the National Security such as the immediate past National Security Coordinator or the ISC Holdings about the delivery of the said Cyber Defence System as testified by PW2 as the appropriate persons to speak to the delivery. It therefore lies ill in the mouth of the Prosecution to assert that the cyber defence system was not delivered so as to charge the 1st Accused person with defrauding by false pretences. An inventory confirmation, Exhibit AJ, from the National Signals Bureau is , the entity that was not historically involved in these matters, is not enough to arrive at that conclusion. See ***The Republic v. Cassiel Ato Forson & 2 Others [2024] DLCA17691***, per Ackaah Bofo JA.
- 5.97. The Prosecution led no evidence capable of establishing the alleged non-delivery of the Cyber Defence System, much less the falsity of the alleged representation at its inception. Accordingly, there is no evidence on Count 5 sufficient to require the 1st Accused person to enter upon his defence.

¹¹⁷ Page 12 of 11th day of March 2026 proceedings.

¹¹⁸ pages 13 - 14 of 17th day of October, 2025 proceedings.

That the Accused had knowledge that the representation was false or made without the belief that it was true.

- 5.98. The law requires that the Prosecution must go beyond proving the falsity of the representation. It must establish the 1st Accused person's knowledge of that falsity or absence of belief in its truth at the time the representation was made. In the case of In **Sefa v. Commissioner of Police [1963] 2 GLR 33**, Justice Apaloo (as he then was) held at page 36 as follows: *"It is of the essence of this offence that a false representation must have been made by the accused and that such falsity must have been known to the accused. The burden of establishing these is, without doubt, on the prosecution."*
- 5.99. PW4 testified that the National Signals Bureau supplied investigators with an NSC 006 dated 30th March 2020 relating to a Digitized Investigative Audit System, whereas the document presented by the 1st Accused person to UMB was dated 2nd January 2020 and purported to relate to the Cyber Defence System. PW4 consequently testified that the NSC 006 presented by A1 to UMB was fake.¹¹⁹ He further testified that payments for the Cyber Defence System were subsequently made against Invoice No. 31, whereas the NSC 006 presented by the 1st Accused person to UMB was not found in the Bureau's records.¹²⁰ However, PW4 testified that he did not verify the alleged "fake" invoice with its issuer, ISC Holdings Limited of Israel.¹²¹ That he was not privy to the discussion between the National Security Coordinator and the 1st Accused person regarding the three cheques and did not know the purpose for which the National Security Coordinator authorised the three cheques.¹²² PW4 admitted the evidence contained in Exhibit 35 from Fidelity Bank explaining that the signatories had approached the bank concerning a forex transaction and that the money was moved to UMB to take advantage of a competitive forex rate.¹²³
- 5.100. In the 26th August 2026 proceedings, PW4 himself admitted the existence of invoices concerning the purchase of the Cyber Defence System. He identified an invoice relating to payment milestones for the system and also identified a SWIFT transaction dated 15th October 2020 as a payment towards an outstanding obligation for the Cyber Defence System. PW4's testimony of 1st July 2026 establishes that GH¢9,537,500 was transferred to ISC Holdings. These matters provide an evidential basis upon which the 1st Accused person could, at the relevant time, have believed that there was a genuine procurement transaction involving ISC Holdings Ltd. The existence of these invoices

¹¹⁹ Page 13 of 22nd June 2026 proceedings.

¹²⁰ Page 12 of the 29th July 2026 proceedings.

¹²¹ Page 4 of the 30th July 2026 proceedings.

¹²² Page 16 of the 7th July 2026 proceedings. Also See 18th March proceedings where PW2 testified to the same effect.

¹²³ Pages 16 – 17 of the 7th July 2026 proceedings.

and payments to ISC Holdings Ltd. is inconsistent with an inference of contemporaneous knowledge of falsity.

- 5.101. Besides, PW2, in the proceedings of 20th April 2026, testified that the invoices relating to the Cyber Defence System were genuine transactions which were processed for payment, with payment being contingent upon delivery and acceptance. With respect my Lord, the Prosecution has not led any evidence of contemporaneous knowledge establishing the falsity of the alleged representation.

That by that representation the Accused obtained the consent of another person to part with something.

- 5.102. The Prosecution must establish that the GH¢49.1 million was parted with because the alleged false representation made by the 1st Accused person was believed and acted upon by the person authorised to part with the money. The evidence shows the National Security Coordinator as the person who authorised the payments, but there is no evidence that he was deceived by any representation from the 1st Accused person.
- 5.103. There is no evidence that the Coordinator authorised the cheques because he relied upon a false statement by the 1st Accused person.
- 5.104. In the case of ***Asare and Others v. the Republic (No. 3) (1968) GLR 804***, the Court held thus:

“...to succeed on a charge of fraud by false pretences under act 29, ss 132 and 133 it was not enough for the prosecution to prove that the representation was false, they should go further to prove that the consent to part with ownership was in fact obtained by false pretence. On the evidence the quotation of the price did not in fact cause the government to consent to part with its ownership in £G20. Therefore, the fraud as alleged was not proved in any of the counts.” (Emphasis supplied)

- 5.105. There is no evidence identifying any representation made to the National Security Coordinator or any other person; no evidence that the Coordinator or any other person believed that representation; no evidence that the Coordinator was thereby deceived; and no evidence that the alleged representation was the reason why he authorised the three payments. Accordingly, there is no evidence to warrant the 1st Accused opening his defence on Count 5, and this Honourable Court is respectfully prayed to uphold the submission of no case to answer and acquit the 1st Accused person.

iv. **Wilfully causing financial loss to the state – Count 6**

- 5.106. My Lord, the Prosecution alleges that the 1st Accused person in February and March 2020 did, under the guise of procuring a cyber defence system for the Republic of Ghana from ISC Holdings Limited, wilfully cause the Republic of Ghana to lose the sum of about GH¢49,100,000.00.
- 5.107. **Section 179A(3)(a) of Act 29** defines the offence of wilfully causing financial loss to the state as follows: *“A person commits a criminal offence through whose wilful, malicious or fraudulent action or omission the Government incurs a financial loss.”*
- 5.108. In the case of ***The Republic v. Ernest Thompson & 4 Others***, Criminal Appeal No. J3/05/2020; 17th March, 2021, the Supreme Court held per Amadu JSC affirmed the essential elements of Wilfully causing financial loss to the State at page 37 thus:
- “The case of **The Republic Vs. Adam and Others [2003-2005] 2 GLR 661** provides a more illuminating discussion of the offence of wilfully causing financial loss to the Government. ... Head note (2) of the report records the holding of the Court expounding the essential elements of the offence of causing financial loss to the State. It states that:-*
- “(2) The essential elements of the offence of causing financial loss to the State under **Section 179(A)(3)(a) of the Criminal Code, 1960 (Act 29)**, as amended by the Criminal Code (Amendment) Act, 1993 (**Act 458**) were*
- i. *a financial loss;*
 - ii. *to the State;*
 - iii. *caused through the action or omission of the accused;*
 - iv. *that the accused,*
 - a. *intended or desired to cause the loss; or*
 - b. *foresaw the loss as virtually certain and took an unjustifiable risk of it; or*
 - c. *foresaw the loss as the probable consequence of his act and took an unreasonable risk of it; or*
 - d. *if he had used reasonable caution and observation, it would have appeared to him that his act would probably cause or contribute to cause the loss.”*
- 5.109. The Prosecution must establish that there was an identifiable financial loss to the State, the loss was caused by an act or omission of the 1st Accused person, and the causing of that loss was wilful. In the case of

The Republic v. Adam and Others [2003-2005] 2 GLR 661, Afreh JSC (as he then was) held thus:

“For the prosecution to succeed it must show that the State incurred a financial loss through the action or omission of the accused person. Of the more than a dozen meanings of the word ‘through’, the most appropriate or relevant for this case are those indicating cause, reason or motive, in consequence of, by reason of, on account of, owing to, as a result of; by means of. In other words, it must be proved that the cause of the State’s financial loss is the action or omission of the accused. There must be a direct causal link between the action or omission of the accused and the financial loss incurred by the State. It is not enough for the prosecution to show that the accused’s action or omission could have caused or contributed to the loss.”

That the Accused caused a financial loss to the State.

- 5.110. It bears repeating our submissions on the ownership of the GH¢49.1 million captured in paragraphs 5.13 to 5.17 above. We have already established that the GH¢49.1 million does not belong to the state and it will as such be a misnomer to characterize same as a loss to the State.
- 5.111. There is no audit, no Auditor-General’s report, no management letter, no Public Accounts Committee finding, no complainant and no witness from the National Security Council Secretariat, the Ministry or National Signal Bureau who says that the State lost even a pesewa of the Gh¢49.1 million. PW2, the finance Director of the National Signals Bureau never complained of, reported, or flagged any financial loss concerning the GH¢49.1 million. In the proceedings of 18th March 2020, PW2 testified as follows:

Q: *You are aware that this case is about an alleged stolen 49. 1 Million Ghana Cedis?*

A: *Yes my Lord.*

Q: *The first time you heard of a missing 49.1 Million Ghana Cedis was when A1 was arrested by EOCO?*

A: *Yes my Lord.*

Q: *As a head Of Finance in the National Security space, did it ever come up prior to your invitation by EOCO that a sum of 49.1 Million Ghana Cedis have been stolen?*

A: *No my Lord.*

Q: *As head of Finance of BNC, if 49.1 Million Ghana Cedis of BNC funds had gone missing, flagging it would have been part of your duty, is that not so?*

A: *Yes my Lord.*

Q: *You made an admission that you have never flagged a theft in the sum of 49.1 Million Ghana Cedis in your position as head of Finance of BNC?*

A: *Yes my Lord.*

Q: *As head of Finance, you have made no complaint to your superiors, the Attorney General, EOCO, the Auditor General or the police about any missing 49.1 Million Ghana Cedis.*

A: *No my Lord.*

5.112. The Prosecution complain about a loss of GH¢49.1 million to the State. But PW4, the investigator, stated that this amount includes the sums of money that were actually paid to ISC Holdings Limited, the sums of money that returned to the Director BNC Account at Fidelity Bank and other sums that were drawn by PW2, the Director of Finance. PW4 testified that he is not an accountant, that he undertook no reconciliation of the accounts and that he characterised his chart as opinion in parts. See the proceedings of 1st September 2026.

5.113. The Prosecution cannot establish financial loss merely by relying upon an inventory confirmation showing that the Cyber Defence System was not found in the inventory examined. An inventory can establish, at most, that an item was not recorded or located in a particular inventory at a particular time. It does not necessarily establish that the Cyber Defence System was never procured, that it was never delivered, that it was never received, that it was never deployed, that the State received no benefit from the procurement, or the monetary value of any loss suffered by the State.

5.114. The Prosecution failed to call any material witness to establish delivery or non-delivery of the cyber defence system. PW2's evidence concerning Invoice No. NSC006 is particularly significant. She confirmed that the invoice related to the Cyber Defence System. She further testified that the payment milestones were tied to delivery and acceptance. When asked whether she could personally confirm delivery, PW2 explained that she could not because the procurement was undertaken under special operations. She identified the persons who could speak to the issue of delivery as persons within the top hierarchy of the National Security establishment and ISC Holdings Limited. The Prosecution failed to call any of these material witnesses. See the ***The Republic v. Cassiel Ato Forson & 2 Others***, supra, where the Court of Appeal unanimously held that the failure of the Prosecution to call the Minister of Finance to testify about lack of his authorisation was fatal to

the Prosecution's case based on which the Court acquitted and discharged the Accused persons.

- 5.115. With respect to causation, the Prosecution has not established that the 1st Accused person exercised a decisive authority over the funds. PW2's testimony establishes that the National Security Coordinator authorised the three cheques from the special operations account. PW2 further testified that the 1st Accused person did not possess higher decision-making powers than the National Security Coordinator. The Prosecution must therefore establish the mechanism by which the 1st Accused person's conduct resulted in the State's loss. It cannot simply rely on the fact that the 1st Accused person was a co-signatory to the financial transactions or instructed PW2 to prepare the three cheques.
- 5.116. On account of the Prosecution's failure to establish a financial loss to the State which was caused by the 1st Accused person, the 1st Accused person ought to be acquitted and discharged on Count 6 in accordance with **section 173 of Act 30**.

That the Accused wilfully caused a financial loss to the State.

- 5.117. The Prosecution has not led a speck of evidence establishing that the 1st Accused person wilfully caused an alleged financial loss to the State.
- 5.118. In the case of ***Tsikata v. Attorney-General [2001-2002] 2 GLR 1***, the word wilful was defined by the Supreme Court as follows:

"...we conclude that even when used in a criminal statute, the word 'wilful' could, as a matter of law, cover cases in which a public officer voluntarily engages in a course of conduct which in fact injures the state financially, whether with an evil or malicious intent to injure the state, or simply actuated by a reckless and persistent disregard for laid down corporate and statutory rules, or as a result of sheer obstinacy, or as part of a bureaucratic culture of financial unaccountability."

- 5.119. In the present case, where the Prosecution relies upon an acquisition of a Cyber Defence System transaction, it must be established that the 1st Accused person knew that the transaction would result in the State losing its money without receiving the expected consideration, or otherwise deliberately acted to bring about that result. The Prosecution has not led any evidence demonstrating that, at the time the transaction was initiated or the payments were authorised, the 1st Accused person knew that the State would suffer a financial loss and nevertheless deliberately caused the payments to be made.
- 5.120. The Prosecution cannot simply assume that because the payments were made from an account associated with the National Security apparatus, and because the investigator did not subsequently find the

system in an inventory, the expenditure necessarily constituted a loss wilfully caused by the 1st Accused person. Indeed, PW4 himself accepted that he was not aware that National Security/intelligence agencies operated special operations accounts in the manner which even PW2 does not have the clearance to know.¹²⁴ In any case, PW4 did not know the difference between a system and equipment, let alone to draw conclusions that the cyber defense system was not delivered.

- 5.121. Therefore, the Prosecution has failed to established that the 1st Accused person wilfully caused financial loss to the State and the 1st Accused person ought not to be called upon to enter his defence on Count 6.

v. Using public office for profit – Count 7

- 5.122. My Lord, the Prosecution alleges that the 1st Accused person in February and March, 2020, while holding a public office of the Director of the Bureau of National Communication, did, under the guise of procuring a cyber defence system for the Republic of Ghana from ISC Holdings Limited, dishonestly abused his office for private benefit in the sum of about GH¢49.1 million.

- 5.123. **Section 179C(a) of Act 29** defines the offence of using public office for profit as follows: *“A person commits a criminal offence who while holding a public office corruptly or dishonestly abuses the office for private profit or benefit.”*

- 5.124. The essential ingredients of this offence have been outlined in the cases of ***The Republic v. Eugene Baffoe-Bonnie & 4 Others [2020] DLHC8774*** and ***The Republic v. Hajia Hawa Ninchemba & 6 Others, [2021] DLHC10166***. In the ***Republic v. Eugene Baffoe-Bonnie & 4 Others***, His Lordship, Kyei Baffour J, outlined the essential elements as follows:

*“...under **section 179(C)(a)** that is when a person while holding public office dishonestly or corruptly abuses that office of public nature for a private gain. ... the ingredients that are to be proved are:*

- 1. That the accused person holds or held office;*
- 2. That the office held is or was of public nature;*
- 3. That the accused corruptly or dishonestly abused the office; and*
- 4. And the abuse of the public office was in respect of the promotion of the accused person’s private benefit or profit.”*

¹²⁴ Pages 2-3 of the 1st September 2026 proceedings.

That the Accused who held a public office has corruptly or dishonestly abused that public office.

- 5.125. For the Prosecution to establish a prima facie case, their evidence must demonstrate that the 1st Accused person corruptly or dishonestly abused his public office as the Director of the Bureau of National Communication itself. Thus, the Prosecution must identify the specific official act of the 1st Accused person which constituted the abuse.
- 5.126. It is not sufficient for the Prosecution's evidence to show that the 1st Accused person instructed PW2 to prepare the three cheques, that he participated in the movement of the funds, that he dealt with ISC Holdings, that he caused or facilitated the payments, or participated in the establishment or operation of the accounts, it must go further and demonstrate why and how each such act constituted a corrupt or dishonest abuse of the powers or functions of the office of Director of the Bureau of National Communication.
- 5.127. The evidence of PW1 does not establish any abuse on the part of the 1st Accused person in relation to his office. He used to run errands for the 1st Accused person and have been delivering monies withdrawn from bank to the 1st Accused person and PW2 at the National Security Office at Labone. There is no evidence from PW1 that the 1st Accused person invoked his public authority to obtain the money, represented that he was entitled to the money personally, directed PW1 to divert public money for his personal use, used his position as Director of BNC to procure the withdrawals, or acted corruptly or dishonestly in relation to the withdrawals. Indeed, PW1's evidence that the money was delivered to the 1st Accused person or PW2 at the National Security office at Labone is equally consistent with an official function of the 1st Accused person as the Director of BNC. (See proceedings of the Court dated the 25th day of July 2025).
- 5.128. PW2 testified that the GH¢49.1 million transactions were authorised by the National Security Coordinator. She confirmed that the Coordinator's account at Fidelity Bank was a special operations account. That it was created for National Security operations and controlled by the National Security Coordinator. That major transactions required the Coordinator's signature and approval, and all the three cheques totalling GH¢49.1 million were authorised by the National Security Coordinator. Indeed, PW2 specifically testified that the 1st Accused person did not wield higher decision-making powers than the National Security Coordinator. (See the proceedings of the Court dated the 17th day of March 2026).
- 5.129. On 27th April 2026, PW2, who was in the financial space of the National Security Coordinator, testified that monies in the National Security special operations account at Fidelity were not set up in GIFMIS to receive public funds at all and that public were processed and paid into the accounts in the Bank of Ghana only. Ergo, monies in the National

Security Coordinator's account at Fidelity Bank from which the three cheques were drawn were not public funds. That the use of such funds was within the Coordinator's discretion in the performance of his mandate.

- 5.130. PW2 did not identify any particular sum from the GH¢49.1 million which she could say was taken by the 1st Accused person personally, nor did she testify that she paid into the 1st Accused person's private account for his benefit, used to purchase the 1st Accused person's personal property, expended the money for the 1st Accused person's personal purposes, or otherwise converted to the 1st Accused person's private benefit. PW2, the Head of Finance, never detected or flagged the alleged GH¢49.1 million loss in the ordinary course of her duties and made no complaint to her superiors, the Attorney-General, EOCO, the Auditor-General or the Police concerning such missing funds.
- 5.131. PW4 testified that His investigations could not point to an authorising document establishing the particular purpose for which the three cheques totaling GH¢49.1 million were issued.¹²⁵ That the purpose could not be determined from the bank statements. That the three cheques bore the signatures of the 1st Accused person and the National Security Coordinator.
- 5.132. With respect my Lord, none of the Prosecution's evidence established that the 1st Accused person corruptly or dishonestly abused his office as a Director of the Bureau of National Communications.

That the 1st Accused person abused his public office for private profit or gain.

- 5.133. The Prosecution led evidence of the 1st Accused's emoluments (Exhibit AC) and of property acquisitions (Exhibits AA, AB, Z), and of his non-declaration of assets (Exhibit AD). None of that establish an ingredient of any of the offences with which the 1st Accused person is charged. The acquisitions at Mayfair Gardens in 2016 and 2018 pre-date the transactions by two to three years. The 2021–2022 payments to Mayfair were made from the accounts of Advantage Solutions, Vertex and Securigence, each of which had substantial credits from unrelated private sources. Exhibits 15–18, 29, 38A, totally damn the Prosecution's case. Additionally, PW4 admitted that he traced no part of the GH¢49,100,000 to any property, vehicle or investment. Freezing orders were obtained over property (the Kobby Keach Hotel) which did not belong to the Accused persons and has had to be discharged. No private profit that the 1st Accused person derived from the GH¢49.1 million has been proved.

¹²⁵ Pages 6-7 of the 1st September 2026 proceedings.

- 5.134. There is also evidence that the 1st Accused person prefinance some of the national security operations from 2018 prior to the GH¢49.1million transfer and the funds are yet to be refunded. PW2 testified that National Security operations can be time-sensitive. That operations may sometimes commence before budgetary releases are received and that such operations may therefore be pre-financed. That the 1st Accused person had, on several occasions, pre-financed special-operations expenditure, and that PW1 and PW2 had delivered some of those pre-financed funds to her. She further confirmed that she had personally collected pre-financed funds from the 1st Accused person's bank account in the past. The refunds have still not been made.¹²⁶ It would be counter intuitive and an institutional insult to allege that the one who was sourcing the pre-financing of National Security operations is using his office for private gain.
- 5.135. PW3 testified that USD1,750,000 were transferred from the BNC Communications Bureau Limited to ISC Holdings Limited as evidenced by Exhibits K, L, M, N and P as well as Exhibit 19 and 20 for the procurement of the Cyber Defence System. PW4 testified that a sum of GH¢7.2 million was transferred back from the BNC Communications Ltd account at UMB to the Director BNC account (see proceedings of 23rd July 2026). He admitted that the UMB account had total credits exceeding GH¢179 million, considerably more than GH¢49.1 million.
- 5.136. On the 29th April 2026, PW3 testified that per Exhibits 23S, 23T, 23U, 23W, 23V, 23Q, 23P and 23N a total of sum of GH¢1,700,000 was withdrawn from the BNC Communications Bureau Limited directly by PW2. She further confirmed that per Exhibit 23X, the sum of GH¢150,000 was transferred from the BNC Communications Bureau Limited to A3 for withdrawal by PW2.
- 5.137. On 20th May 2026, PW3 confirmed that an amount of 7.2 million was transferred from the BNC Communications Bureau Limited account and lodged into the Director BNC account at Fidelity Bank as evidenced by Exhibit 21. PW3 testified that on 24th April 2018 a sum of GH¢2.7 million was transferred from A3's account to the Director BNC account at Fidelity Bank as evidenced by Exhibit 7. She also testified that on the 9th July 2018 and 4th December 2018 the Director BNC account at Fidelity received GH¢1,650,000 and GH¢400,000 transfers from the BNC Communications Ltd Account at UMB. These exculpatory evidence from the mouth of the Prosecution's own witnesses were not re-examined by the Attorney-General.
- 5.138. On 28th May 2026, PW3 testified that a total of GH¢22,800,000 was withdrawn by PW2 from the BNC Communications Ltd Account at UMB and A3's account as borne out by Exhibits 23, 23A, 23B, 23C, A3D, 23E, 23F, 23G, 23H, 23J, 23K, 23L, 23M, 23Y, 237,, 23M, 23A2, 23A3, 23A4,

¹²⁶ See the proceedings of 11th and 17th March 2026.

23A5 and 23A6. The evidence shows that many National Security officers withdrew from BNC Communications Ltd, in which the GH¢49.1 million was lodged for BNC operations.

5.139. PW4 undertook no reconciliation of the relevant inflows and outflows and no correlation between the deposits and withdrawals. His evidence concerning portions of the alleged movement of funds was based on investigative opinion where the destination of funds could not be established. This is an investigation failure revealing a huge deficit of evidence.

5.140. Ergo, there is no evidence upon which this Honourable Court can properly conclude, even at the prima facie stage, that the 1st Accused person corruptly or dishonestly abused the office of Director of the Bureau of National Communications for his private profit or benefit. Count 7 consequently discloses no case requiring the 1st Accused person to enter a defence and ought to be acquitted and discharged on that count.

vi. Collaboration to commit the offence of using public office for profit - Count 8

5.141. My Lord, Count 8 charges the 2nd Accused person with the offence of Collaboration to commit a crime, to wit - using public office for profit contrary to **Section 179C(b) of Act 29**.

5.142. **Section 179C(b) of Act 29** defines collaboration to commit the offence of using public office for profit as follows:

"A person commits a criminal offence who not being a holder of a public office acts or is found to have acted in collaboration with a person holding a public office for the latter to corruptly or dishonestly abuse the public office for private profit or benefit."

5.143. In the case of ***The Republic v. Hajia Hawa Ninchema & 6 Others [2021] DLHC10166***, Afia Serwaa Asare-Botwe JA held thus:

"From the above, the elements to be proven are that;

- i. The Accused person, not being a public office holder,*
- ii. Acts by himself or in collaboration with the public office holder,*
- iii. For the latter (i.e. the public office holder),*
- iv. To abuse the public office for private benefit."*

5.144. The Prosecution was therefore required to adduce sufficient evidence from which the Court can properly find: (i) that the 2nd Accused person was not herself a holder of public office; (ii) that she acted in

collaboration with the 1st Accused person; (iii) that the object of that collaboration was for the 1st Accused person, as a public officer, to corruptly or dishonestly abuse his office; and (iv) that the abuse was for private profit or benefit.

- 5.145. Mere marriage, directorship, association with a company or participation in ordinary banking transactions does not, without evidence of the prohibited collaboration, satisfy the section.

That the 2nd Accused person, either acted by herself or collaborated with the 1st Accused person for the 1st Accused person to corruptly or dishonestly abuse his public office for private profit or benefit.

- 5.146. My Lord, the Prosecution placed reliance on the fact that the 1st and 2nd Accused persons are directors of the BNC Communications Ltd and both are signatories to the account named BNC Communications Ltd at UMB Bank. And that the 2nd Accused person serves as a director on many companies associated with the 1st Accused person. PW3 testified that the 1st and 2nd Accused persons were associated with a number of companies and that she processed transactions involving some of those companies.¹²⁷ PW4 similarly gave evidence that the 1st and 2nd Accused persons were directors associated with BNC Communications Bureau Limited.¹²⁸
- 5.147. However, the association of the 2nd Accused person with the BNC Communications Bureau Limited does not establish the offence under **section 179C(b)**. What the Prosecution was required to establish was evidence from which the Court could find that the 2nd Accused person collaborated with the 1st Accused person; that the object or effect of that collaboration was the corrupt or dishonest abuse by the 1st Accused person of his public office; and that such abuse was for private profit or benefit. It is precisely at these critical points that the Prosecution's evidence fails.
- 5.148. First, there is no evidence of the alleged collaboration to procure an abuse of public office. PW3 testified that instructions concerning transactions on the companies including BNC Communications Bureau Ltd and the 3rd Accused person came from both the 1st and 2nd Accused persons and that she acted upon those instructions.¹²⁹ However, the giving of banking instructions, without more, does also not establish collaboration under **section 179C(b)**. PW3's evidence that she acted upon instructions from 1st and 2nd Accused persons does not identify any agreement, instruction or common purpose between 1st and 2nd Accused persons directed at the abuse of any public office.

¹²⁷ Proceedings of 5th May 2026

¹²⁸ Proceedings of 29th July 2026

¹²⁹ Proceedings of 5th May 2026

- 5.149. Second, the Prosecution failed to identify the corrupt or dishonest abuse of public office which the 2nd Accused person allegedly collaborated with the 1st Accused person to procure
- 5.150. There is no evidence that the 2nd Accused person caused, induced or procured the National Security Coordinator to authorise any of the three cheques constituting the GH¢49.1 million. On the contrary, PW2 testified that every major transaction on the relevant account required the National Security Coordinator's signature and approval¹³⁰ and expressly confirmed that the Coordinator authorised the three cheques. PW4's evidence was that A1 instructed PW2 to prepare the cheques and that the cheques were thereafter signed by the National Security Coordinator and co-signed by A1.¹³¹ The Prosecution's own evidence further establishes that the three cheques were the Coordinator's, the clearing of which he will definitely know as it will be referred to him and will also be borne out by Exhibit U, Coordinator's account statement. Obviously, the 2nd Accused person had not played any deception on anybody relative to the movement of the monies of the Coordinator via the three cheques and no witness attributed to the 2nd Accused person any instruction, representation or other act by which she procured that authorisation.
- 5.151. Third, there is no evidence that the 2nd Accused person knew that the 1st Accused person was using the powers or facilities of his public office for a private purpose and nevertheless acted together with him to achieve that purpose. There is no evidence from PW3, PW4 or the banking records, as identified in the proceedings, which establishes such knowledge on the part of the 2nd Accused person
- 5.152. Fourth, there is also no evidence that the GH¢49.1 million constituted the 1st and 2nd Accused persons' alleged private profit or benefit. PW4's evidence does not establish that the whole or part of the GH¢49.1 million was used to finance the private life of the 1st and 2nd Accused persons. On the contrary, PW4 admitted that the relevant UMB account received substantial monies from other sources and that he did not undertake a reconciliation of the inflows and outflows. PW4 also accepted that GH¢7.2 million of the GH¢7.25 million transferred from the UMB account was returned to the Director BNC account at the Fidelity Bank. PW4 accepted that substantial monies other than the GH¢49.1 million passed through the UMB account. Thus, the movement of money through accounts associated with the 1st and 2nd Accused persons does not establish that the money became private profit or benefit to the 1st and/or 2nd Accused person. With respect the Attorney-General's imagination, believe and opinion cannot amount to "*sufficient evidence*", the threshold to dismiss a submission of no case. There is no basis to

¹³⁰ Proceedings of 11th March 2026

¹³¹ Proceedings of 7th July 2026

invite the 2nd Accused person to open her defence against the backdrop that one cannot be guilty by mere association by operation of law.

vii. Obtaining public property by false statements – Count 9

5.153. My Lord, Count 9 charges the 1st Accused person with obtaining public property by false statements contrary to **section 5 of the Public Property Protection Act, 1977 (SMCD 140)**. The particulars allege that the 1st Accused person in about February or March, 2020, did, by the representation that he purchased a cyber defence system from ISC Holdings Limited, cause the total sum of about GH¢49.1 million to be given to him, which representation he knew to be false or had no reason to believe to be true.

5.154. **Section 5 of SMCD 140** defines the offence of obtaining public property by false statements as follows:

“Any person who causes any public property to be given or paid to him or any other person by means of any statement or representation which he knows to be false or which he has no reason to believe to be true shall be guilty of an offence and liable on conviction to imprisonment not exceeding five years or to a fine not exceeding C\$5,000.00 or to both.”

5.155. To establish as prima facie case against the Accused persons, the evidence led by the Prosecution must establish the following essential elements:

- (i) That there was a public property within the meaning of Act.
- (ii) That the accused caused the public property to be given or paid to him or another person;
- (iii) That the transfer was executed through a statement or representation made by the accused;
- (iv) That the statement or representation was in fact false; and
- (v) That the accused knew that the statement or representation was false or had no reason to believe it was true at the time it was made.

That the sum of GH¢49.1 million was a public fund or public property.

5.156. My Lord, the Prosecution bears the burden of establishing, as an essential ingredient of Count 9, that the property allegedly obtained by the 1st Accused person was “public property.”

5.157. **Section 8 of SMCD 140** defines public property as follows: ““public property” includes money and any other property owned by or held in trust for the Prosecution, the property of any State enterprise, statutory corporation or local authority...”

- 5.158. The essential and substantial elements of this charge are similar to the offence of defrauding by false pretences which has adequately been submitted on in paragraphs 5.84 to 5.105 by reason of this we will spare this Honourable Court the monotony of repetition.
- 5.159. Suffice to say that as their custom is, the Prosecution has woefully failed to prove the following elements:
- (i) That there was a public property within the meaning of Act.
 - (ii) That the accused caused the public property to be given or paid to him or another person;
 - (iii) That the transfer was executed through a statement or representation made by the accused;
 - (iv) That the statement or representation was in fact false; and
 - (v) That the accused knew that the statement or representation was false or had no reason to believe it was true at the time it was made.
- 5.160. It is our respectful submission that there being no evidential basis nor, legal support relative to this charge, A1, should not be called upon to open his defence and the no-case submission should be upheld by this Honourable Court.

viii. Money Laundering – Count 10

- 5.161. My Lord, Count 10 charges the 1st, 2nd and 3rd Accused persons with money laundering contrary to **section 1(2)(c) of the Anti-Money Laundering Act, 2020 (Act 1044)**. The particulars allege that, the Accused persons in the year 2020 did take possession of a part of the sum of money totalling about GH¢49.1 million, knowing at the time of taking possession that the money was acquired through stealing.
- 5.162. **Section 1(2)(c) of Act 1044** defines the offence as follows:
- “(2) A person commits an offence of money laundering if the person knows or ought to have known that a property is, or forms part of, the proceeds of unlawful activity and the person- (c) acquires, uses or takes possession of the property knowing or suspecting at the time of receipt of the property that the property is, or forms part of the proceeds of unlawful activity.”*
- 5.163. On the authority of ***The Republic v. Kwame Amponsah & 6 Others***, Criminal Appeal Suit No: H2/9/20; 6th May, 2021, the following are the main ingredients of the offence of money laundering under **section 1(2)(c) of Act 1044**:
- (i) That there was an identifiable property;

- (ii) That the property was the proceeds of unlawful activity or formed part of such proceeds;
- (iii) that the 1st Accused person acquired, used or took possession of that property; and
- (iv) That at the time of receipt, he knew or suspected that the property was, or formed part of, the proceeds of unlawful activity.

That the whole or part of the GH¢49.1 million was or forms part of proceeds of stealing

- 5.164. My Lord, **Section 1(2)(c)** does not criminalise the movement of money simpliciter. It requires the property to be the proceeds of an “*unlawful activity*.” And what is unlawful activity has been defined under **section 63 of Act 1044** as follows to include serious offence, fraud, robbery, theft, et cetera. “*Proceeds*” is also defined to include “*any property or economic advantage derived from or obtained directly or indirectly through unlawful activity, and includes economic gains from the property and property converted or transformed, in full or in part, into other property.*”
- 5.165. The Prosecution’s allegation of money laundering in Count 10 is predicated upon the proposition that the sum of GH¢49.1 million, or part thereof, constituted proceeds of stealing. As amply discussed on Counts 1, 2 and 3, the three cheques transfer totaling GH¢49.1 million from the Director BNC account at Fidelity Bank with the payee “*BNC operations*” which were subsequently deposited in an account at UMB called BNC Communications Bureau Limited by PW2, the finance Director at the then Bureau of National Communications and one other national security officer does not constitute stealing as the Prosecution led no scintilla of evidence establishing same on the account of the submissions made on the three counts of stealing, the very substratum of money laundering has been destroyed.
- 5.166. More significantly, in the proceedings of 18th March 2026, PW2, the Head of Finance, testified that the first time she heard of a missing GH¢49.1 million was when the 1st Accused person was arrested by EOCO. She confirmed that prior to her invitation by EOCO it had never come up that GH¢49.1 million of BNC funds had been stolen; that if GH¢49.1 million of BNC funds had gone missing, flagging it would have formed part of her duty as Head of Finance; that she had never flagged a theft of GH¢49.1 million; and that she had made no complaint to her superiors, the Attorney-General, EOCO, the Auditor-General or the Police concerning any missing GH¢49.1 million. Although PW2 stated that she did not know whether the absence of such a complaint meant that no theft had occurred, her evidence establishes that the Prosecution’s principal finance witness identified no contemporaneous report by her of any theft or disappearance of the GH¢49.1 million.

- 5.167. In the proceedings of 23rd July 2026, PW4 confirmed that GH¢9,537,500.00, being the equivalent of US\$1,750,000.00, was transferred from the BNC Communications Bureau Limited account to ISC Holdings on 6th February 2020, although the accompanying swift was dated 7th February 2020. More significantly, PW4 expressly agreed that, as at that date, only the first cheque of GH¢27.1 million had been credited to the account and that the GH¢9,537,500.00 remitted to ISC Holdings was made out of that GH¢27.1 million deposit. Thus, on the Prosecution's own evidence, a directly traceable portion of the very GH¢27.1 million alleged to have been stolen was paid to ISC Holdings.¹³²
- 5.168. PW2 testified that the three cheques were issued from the special operations account and that the National Security Coordinator, the late Joshua Kyeremeh, authorised the transactions. This evidence is inconsistent with a simple proposition that the 1st Accused person dishonestly appropriated the GH¢49.1 million belonging to the State.
- 5.169. There is no evidence from the Coordinator before the Court explaining that he did not authorise the payments, he was deceived into signing the cheques, he was unaware of the destination of the funds, he believed the payments were for a different purpose, or that the 1st Accused person dishonestly procured his signature. Indeed, PW4 did not interview the immediate past National Security Coordinator or the ISC Holdings concerning these transactions.¹³³
- 5.170. The BNC Communications Bureau Limited account at UMB Bank received GH¢179.46 million in total credits, contained other private and corporate funds, those funds were not separated from the alleged GH¢49.1 million, and the investigator did not reconcile the inflows with the outflows. This sloppy investigation does not prove anything to invite the 1st, 2nd and 3rd Accused persons to answer the charges.¹³⁴
- 5.171. Thus, the Prosecution's evidence failed to establish a prima facie case of the GH¢49.1 million being proceeds of any unlawful activity such as stealing. We therefore pray Your Lordship to acquit and discharge the 1st, 2nd and 3rd Accused persons on Count 10 pursuant to **section 173 of Act 30**. The evidence is zilch relative to the predicate offence of stealing.

¹³² See proceedings of 26th–27th August 2026 and 1st–2nd September 2026

¹³³ See proceedings of 1st September 2026 and 8th September 2026 (cross-examination of PW4). PW4 confirmed he did not interview the National Security Coordinator (or his immediate successor) concerning the three cheques or the alleged special-operations characterisation of the BNC Communications Bureau Limited account, and did not obtain operational records or authorising documentation from that office.

¹³⁴ See proceedings of 27th August 2026 (continuation of cross-examination of PW4).

That the 1st, 2nd and 3rd Accused persons acquired, used or took possession of the GH¢49.1 million.

- 5.172. In the summary of accompanying facts, the Prosecution asserted that the monies which the 1st and 2nd Accused persons moved from the National BNC bank account into the Private BNC's bank account were paid through a complex web of companies, ultimately owned by the 3rd Accused person. That the movement of the monies were, with the knowledge and active assistance of PW3 who was previously an Accused person but later converted into Prosecution Witness in the course of the criminal proceedings, used to purchase and construct various landed properties located in Accra, Kumasi and London, and to buy a fleet of luxury cars. That the funds were also used to fund the lavish lifestyle of the 1st and 2nd Accused persons and their friends.
- 5.173. The Prosecution further alleges that the 1st and 2nd Accused persons and PW3 run an elaborate criminal enterprise using the 3rd Accused person as a holding company through which the stolen funds were funnelled and laundered for their own benefit. That as the holding company of a number of subsidiary companies, including the Private BNC, the 3rd Accused person received a substantial portion of the stolen funds which were then invested by its shareholders and directors in the business activities of the subsidiaries, including investments treasury bills, real estate, the manufacturing of fertilizer and the rental of luxury cars to VIP customers.
- 5.174. The Prosecution must identify the particular proceeds received by each Accused person. The charge is brought jointly against the three accused persons, but **section 1(2)(c) of Act 1044** creates individual criminal liability. It is not sufficient for the Prosecution to prove that somewhere within the broad movement of GH¢49.1 million, money was received by one or more of the accused persons. The Prosecution must establish, in relation to each Accused person what amount was received, when it was received, from which account it came, who transferred or paid it and why that particular amount constituted proceeds of unlawful activity.
- 5.175. This is of utmost importance because PW4 testified that the BNC Communications Bureau Limited account at UMB had total credits and debits of GH¢179.46 million, substantially exceeding the GH¢49.1 million alleged in the charge. PW4 accepted that the account contained other inflows and outflows. That he did not reconcile the inflows against the outflows and did not establish a correlation between deposits and withdrawals. This means that the investigation did not establish, by a proper financial reconciliation which specific funds constituted the alleged stolen GH¢49.1 million and which subsequent funds constituted those proceeds when received by 1st, 2nd and 3rd Accused person or PW3. Consequently, the Prosecution cannot simply treat every subsequent transaction in that account as part of the alleged GH¢49.1 million.

- 5.176. PW3 testified that funds in the BNC Communications Bureau Limited account at UMB were not simply withdrawn and were paid to various third parties. In the proceedings of 9th June 2026, PW3 mentioned payments from the account to persons including Edith Ruby Adumuah (PW2), Stephen Arthur, Frank Anane Dekpey (PW1) and Gerard Osei-Tutu. Save PW1, all the three are national security officers. PW1 testified that all monies he withdrawn from the account were to the National Security Office at Labone. PW3 acknowledged emails requesting payments to Gerard Osei-Tutu from the BNC Communications Bureau Limited account and also payments to him from A3's account. PW3 further acknowledged emails concerning payments of GH¢50,000, GH¢1,427,500 and another GH¢1,427,500 from the BNC Communications Bureau Limited account to Gerard Osei-Tutu.
- 5.177. PW3 further testified about transfer of GH¢7.2million from the BNC Communications Bureau Limited to the Director BNC account at Fidelity Bank. PW3 was taken through Exhibit 15 and Exhibit 7 concerning transactions in 2018. She acknowledged a GH¢1.7 million and a GH¢402,000 transaction transferred from the 3rd Accused persons account to the Director BNC account at Fidelity Bank. PW3's evidence does not establish that the funds she handled were proceeds of stealing. PW3 gave extensive evidence about withdrawals, transfers and payments. But movement of money is not, by itself, proof that the money constituted proceeds of unlawful activity. PW3 accepted that several emails referred to "BNC Operations" or "BNC OPS" and that those references corresponded with the BNC Communications Bureau account at UMB.
- 5.178. On 28th May 2026, PW3, accepted that an amount GH¢150,000 was transferred from BNC Communications Bureau Limited account to 3rd Accused person's account which was subsequently withdrawn by PW2. PW3 explained that at the inception of the BNC Communications Bureau account there were no cheque books and that this is why some transactions were transferred through another account.
- 5.179. In the proceedings of 5th May 2026, PW3 testified that instructions concerning the transactions came mainly from the 1st Accused person and sometimes from the 2nd Accused person. Crucially, however, she explained that the 1st Accused person would call her and say, "*they said they want a loan*". PW3 testified that because a loan necessarily contemplated repayment, she kept records of the withdrawals made to PW2 and told PW2 that when the time for repayment came, she expected to return with a "*bullion van*" to collect the money. She further explained that the records were kept "*for reconciliation sake*". The Prosecution's own witness therefore supplied an explanation of these material transactions as loans expected to be repaid, rather than as the receipt or dissipation of stolen proceeds.

- 5.180. On 25th May 2026 PW3 was asked whether withdrawals by Frank Anane Dekpey amounted to GH¢17,618,112.84, and whether the withdrawals by the various National Security Officers collectively amounted to GH¢59,125,612.84. Her answer to each was essentially that she could not tell. This is significant and consequential because the figures put to PW3 are themselves greater than the GH¢49.1 million which forms the subject of the charge.
- 5.181. PW3 acknowledged that the account remained in operation and was ultimately closed in 2023. Upon closure, the remaining balance was transferred to Advantage Solutions Limited, and the amount identified was only GH¢154.02.
- 5.182. PW4 gave evidence that, GH¢9.5375 million was transferred from the BNC Communications Bureau Limited account at UMB to ISC Holdings Ltd. PW4 testified that GH¢7.2 million was transferred from the BNC Communications Bureau account back into the Director BNC/Coordinator account at Fidelity. PW4 testified that deposits of GH¢21.777 million and GH¢6.159 million came from private sources during the period after the alleged GH¢49.1 million had been deposited in the BNC Communications Bureau account.¹³⁵
- 5.183. On 27th August 2026, PW4 admitted that some aspects of his chart, Exhibit Y/Y1 were opinions. When he was asked whether some aspects of Exhibits Y and Y1 constituted opinions rather than established facts. He admitted that, in relation to some transactions, the investigation had formed an opinion that withdrawals were made after receipt and dissipation of the GH¢49.1 million rather than established facts. At page 5 of the proceedings of the Court dated the 27th day of August 2026, PW4 testified as follows:¹³⁶
- Q:** *Is it your case that these payments were made out of your alleged 49.1 Million Ghana Cedis?*
- A:** *On Exhibit Y1, there were withdrawals that investigations could not establish which account it was deposited into so in studying the other accounts related to A1 and A2, investigations was of the opinion that these payments were made after the receipt and dissipation of the 49.1 Million, it was of interest to show it in Exhibit Y.*
- Q:** *So some aspects of Exhibits Y and Y1 are opinions, that is what you have told the court, is that not so?*
- A:** *The last aspect of Exhibit Y clearly, you can see that the three payments to Mayfair is standing on its own and it was not connected to the 49.1 Million Ghana Cedis.*

¹³⁵ See proceedings of 26th–27th August 2026 and 1st September 2026 (cross-examination of PW4).

¹³⁶ See proceedings of 27th August 2026 (cross-examination of PW4).

- 5.184. This exposes the difficulty with the Prosecution's tracing case. Where investigations could not establish the account into which particular withdrawals had been deposited, PW4 did not testify to a traced movement of those funds. He stated instead that investigations were "*of the opinion*" that the subsequent payments were made after the receipt and dissipation of the GH¢49.1 million. He further accepted that the three Mayfair payments appearing at the end of Exhibit Y stood on their own and were not connected to the GH¢49.1 million.
- 5.185. From the foregoing, we respectfully submit that the Prosecution has failed to establish that the 1st, 2nd and 3rd Accused persons acquired, used or took possession of any identifiable property which constituted proceeds of unlawful activity. Indeed, PW4's evidence of 27th August 2026 demonstrates that, in material instances where the destination of withdrawals could not be established, the investigation proceeded upon an opinion drawn from subsequent transactions rather than evidence tracing those withdrawals to the alleged proceeds. The Prosecution has therefore failed to prima facie establish that the property allegedly acquired, used or possessed by the Accused persons constituted proceeds of unlawful activity—to wit, stealing.

Allegation that the 1st, 2nd and 3rd Accused persons knew that the GH¢49.1 million was or formed part of the alleged stealing.

- 5.186. My Lord, the particulars of the offence specifically allege that the 1st, 2nd and 3rd Accused persons took possession of part of the GH¢49.1 million, "*knowing at the time of taking possession that the money was acquired through stealing.*" The Prosecution must therefore place before the Court evidence from which it can prima facie be concluded that the relevant 1st, 2nd and 3rd Accused persons knew, at the material time, that the money was proceeds of stealing.
- 5.187. There is no testimony from PW4 that the 1st, 2nd and 3rd Accused person was told, at the time of the transactions, that the GH¢49.1 million had been stolen. There is no evidence that the Accused persons admitted that the GH¢49.1 million was stolen; that each of the Accused persons acknowledged that the money was stolen, or that they expressed suspicion that the money was proceeds of stealing.
- 5.188. In relation to the 1st Accused person, the evidence establishes that he was involved in the relevant banking arrangements, co-signed the three cheques and was associated with subsequent financial transactions. But those facts do not, without more, establish that the 1st Accused person knew at the time of the deposit of the GH¢49.1 million in the BNC Communications Bureau account that it constituted proceeds of stealing. The evidence of the Coordinator's authorisation, the absence of underlying documents establishing an unlawful purpose, the existence of genuine ISC transactions, the substantial other funds in the receiving account and the absence of reconciliation all are inconsistent

with the inference of the 1st Accused person knowing that the GH¢49.1 million was proceeds of the alleged stealing. The deliberate signing of the three cheques by the National Security Coordinator for cashing by the designated account holder to meet his National Security imperatives, by every stretch of imagination, cannot be labeled as the proceeds of a crime.

- 5.189. In relation to the 2nd Accused, the Prosecution's evidence establishes her connection with the BNC Communications Bureau Limited, Advantage Solutions Limited and transactions involving the company. But the evidence does not establish that the GH¢49.1 million or part thereof was received by the 2nd Accused person and that the 2nd Accused person knew or had reason to believe that the GH¢49.1 million was proceeds of stealing.
- 5.190. A3, Advantage Solutions Limited who has been charged with this offence can equally not be held criminally culpable, the premise of stealing having been destroyed by Prosecution's own witnesses.
- 5.191. Indeed, PW3 was one of the directors of A3. The self-same PW3 who initially, in this trial-and-error Prosecution, made an accused person relative to the conspiracy to commit money laundering and money laundering. She was converted from Accused person to a star Prosecution witness. In her entire testimony before this Honourable Court, PW3 did not self-incriminate nor assert even remotely that she was in a conspiracy with the accused persons to launder money or that the company, A3 was complicit or involved in any scheme to launder money. She in her testimony, viewed all the impugned banking arrangement as "*normal banking transactions*" in the course of their usual business.
- 5.192. She expressed herself on 10th June 2026 as follows:
- Q:** *And you admit that these transactions at your instance were open undertakings, is that not so?*
- A:** *Yes my Lord.*
- Q:** *Indeed, your superiors in the bank could easily verify your workings on these accounts, is that not so?*
- A:** *Yes my Lord.*
- 5.193. Both PW3 and PW4 accepted the fact that the movement of monies through A3's account did not have any criminal intent but was a normal banking practice for ease of withdrawals which matters were within the knowledge of the superiors at the Bank
- 5.194. The proceedings of the Court dated 1st September 2026 which was the cross-examination of PW4 condemns the case of the Prosecution in the following terms:

Q: *You are aware that these payments through A3's UMB account were to enable PW3 take advantage of the indemnity mandate she had in respect of A3 and its subsidiaries and also to cater for when there was no cheque book available for the BNC Communications Bureau Limited's account?*

A: *I am aware.*

Q: *You have indicated to the court that you held an indemnity that allowed you to perform transactions at the UMB Bank on behalf of A1, not so?*

A: *Yes my Lord.*

Q: *This indemnity was in respect of A3's account, not so?*

A: *Not only A3. A3 and its subsidiaries. ...*

Q: *This indemnity allowed for more flexibility and convenience to perform transactions via A3's account which would not have been possible without an indemnity arrangement, that is true?*

A: *Yes my Lord. ...*

Q: *You have indicated to this court that not all transfers from the BNC operations accounts at UMB Bank, Labone for withdrawals through A3's account were due to the unavailability of cheque books?*

A: *The UMB Bank has the BNC Communications Bureau Limited's account and when the account was opened, initially, the cheque books were not ready so some of the transactions were transferred through A3's account for the transactions to be effected.*

Q: *Apart from the non-availability of cheque books, funds were also moved from the BNC Communications Bureau Limited's account to A3's account for ease of withdrawals from branches where A3's indemnity had been circulated, is that not so?*

A: *Yes my Lord.*

See also the evidence-in-chief of PW3 dated 29th April 2026 and 5th May 2026

- 5.195. Accordingly, the Prosecution's evidence does not establish a sufficient prima facie case that either the 1st, 2nd or 3rd Accused person knew or has cause to know that the GH¢49.1 million, or any particular identifiable part thereof received by them, was or formed part of the alleged proceeds of stealing. We therefore pray the Court, pursuant to **section 173 of Act 30**, to uphold the submission of no case to answer on Count 10 and acquit and discharge the 1st, 2nd and 3rd Accused persons on Count 10.

ix. Conspiracy to commit money laundering – Count 11

5.196. My Lord, the 1st and 2nd Accused persons are charged under Count 11 with conspiracy to commit money laundering, contrary to **section 3 of the Anti-Money Laundering Act, 2020 (Act 1044)**. The particulars allege that the 1st, 2nd and 3rd Accused persons and PW3 in the year 2020 did agree to act together to commit money laundering in the sum of about GH¢49.1 million belonging to the Republic of Ghana.

5.197. **Section 3 of Act 1044** provides thus: *“Conspiracy to commit money laundering The provisions of **section 23 of the Criminal Offences Act, 1960 (Act 29)** on conspiracy, apply to money laundering with the necessary modification.”*

5.198. **Section 23(1) of Act 29** defines the offence of conspiracy as follows thus:

“Where two or more persons agree to act together with a common purpose for or in committing or abetting a criminal offence, whether with or without a previous concert or deliberation, each of them commits a conspiracy to commit or abet the criminal offence.”

5.199. In the case of **Asiamah v. The Republic [2020] 170 GMJ 510 SC**, the Supreme Court per Torkornoo JSC (as she then was) held as follows:

*“The elements of conspiracy as just stated were outlined in **The Republic v. Baffoe Bonnie and 6 Others (Suit No. CR/904/2017)** (unreported) dated 12 May 2020 by Kyei Baffour JA sitting as an additional justice of the High Court in these words: ‘For prosecution to be deemed to have established a prima facie case, the evidence led without more, should prove that:*

- 1. That there were at least two or more persons;*
- 2. That there was an agreement to act together; and*
- 3. That the purpose for the agreement to act together was for a criminal enterprise.”*

Allegation that the 1st, 2nd and 3rd Accused persons agreed to act together.

5.200. My Lord, the requirement of the law is that for a criminal conspiracy to arise, the parties must have agreed to act together. In the case of **The Republic v. Augustine Abu, [2009] DLHC7832**, where Marful Sau J.A (as he then was), sitting as an additional High Court judge in the case acquitted the accused persons on two counts of conspiracy to commit robbery on grounds of the prosecution's failure to lead evidence to prove prior agreement of the Accused persons to act together with a common

purpose to commit robbery. The Supreme Court unanimously affirmed in the ***Martin Kpebu v. Attorney General (J1/8/2016) [2016] GHASC 26***, where Akamba JSC (as he then was) held thus:

*“In this vein, the decision of the High Court, Accra, coram, Marful Sau, J.A, sitting as an additional High Court judge in the case of **Rep vs Augustine Abu**, No Acc 15/2010 delivered on 23/12/2009 (Unreported) which acquitted the accused persons on two counts of conspiracy to commit robbery was correct. The High court reasoned that the new formulation by the Commissioner had changed the old law on conspiracy such that proof of prior agreement to act together with a common purpose is now a new and necessary ingredient that must be proved by the prosecution, failing which the charge must fail.” (Emphasis supplied)*

- 5.201. Any inference of agreement must arise from established facts and it cannot be based merely upon suspicion or upon the fact that the 1st, 2nd and 3rd Accused persons had a relationship with each other.
- 5.202. There is no evidence before the Honourable Court of a meeting between the 1st, 2nd and 3rd Accused persons at which laundering of the GH¢49.1 million was discussed, an instruction by the 1st Accused person to the 2nd Accused person to conceal or disguise the origin of the money, an instruction by 2nd Accused person to 1st Accused person to conceal or disguise the origin of the money, any communication between them acknowledging that the money represented stolen funds, any agreement concerning the particular amount of money to be laundered, any agreement concerning the method by which the alleged proceeds were to be concealed, disguised, transferred or utilized, or any evidence that either Accused person informed the other that the money had been stolen and that it should be laundered.
- 5.203. There is therefore no scintilla of evidence the 1st, 2nd and 3rd Accused Persons agreed that the GH¢49.1 million in the BNC Communications Bureau account at UMB or an identifiable part of it was acquired through stealing and that it should be dealt with in a manner constituting money laundering. We therefore pray this Honourable Court to acquit and discharge the 1st, 2nd and 3rd Accused persons on Count 11 in light of **section 173 of Act 30** since the Prosecution has woefully failed to prima facie establish the agreement between the 1st, 2nd and 3rd Accused persons to launder the GH¢49.1 million.

That the 1st, 2nd and 3rd Accused persons had a common purpose to launder or abet the laundering of the GH¢49.1 million.

- 5.204. My Lord, the law further requires that the parties must share a common purpose which is to commit the crime of money laundering. What is meant by purpose has been defined by Afreh JSC (as he then was) in

the case of ***The Republic v. Ibrahim Adam and Others [2003-2005] 2 GLR 661*** as follows:

“Purpose means reason for which anything is done, created or exists; a fixed design, outcome, or idea that is the object of an action or other effort; fixed intention in doing something; determination. There must be an intention to carry out the unlawful purpose.”

5.205. In the case of ***Yip Chip-Cheung v. R (1994) 99 Criminal Appeal R. 406***, Lord Griffiths (as he then was) held at page 410 thus: *“The crime of conspiracy requires an agreement between two or more persons to commit an unlawful act with the intention of carrying it out. It is the intention to carry out the crime that constitutes the necessary Mens Rea of the offence.”*

5.206. Also, in the case of ***Churchill vs. Walton [1967] 2 A. C. 224; [1967] ALL E.R. 497***, the House of Lords per Viscount Dilhorne held that:

“Before a person can be convicted of conspiracy to commit an offence (even if the offence is one absolutely prohibited by Statute), it must be proved that he was a party to an agreement the object of which was to do something unlawful. Mens Rea is an essential ingredient in conspiracy only in so far that there must be an intention to be a party to an agreement to do an unlawful act.” (Emphasis supplied)

5.207. My Lord, conspiracy is not established merely because the three Accused persons are connected with the BNC Communication Bureau Ltd account at UMB Bank. **Section 23 of Act 29** requires the Prosecution to establish that they agreed or acted together with a common criminal purpose, and **section 3 of Act 1044** applies that requirement specifically to conspiracy to commit money laundering.

5.208. The Prosecution has not adduced sufficient evidence to prima facie establish that the 1st, 2nd and 3rd Accused Persons shared a common purpose of laundering the sum of GH¢49.1 million. The evidence does not establish that the 1st, 2nd, and 3rd Accused persons knew of and shared any alleged laundering purpose relating to the GH¢49.1 million, that the 3rd Accused person, as a corporate entity, participated through its relevant officers or directing mind in a common scheme to launder the GH¢49.1 million, that the particular funds subsequently dealt with were traceable to the GH¢49.1 million alleged to be stolen, or that the Accused persons knew or suspected that the money constituted proceeds of unlawful activity, or that the Accused persons agreed to acquire, use, take possession of or otherwise deal with the money for the purpose of laundering it.

- 5.209. Initially, this try and error prosecution made Mildred Donkor, PW3, an accused person relative to the conspiracy to commit money laundering and money laundering. She was converted from Accused person to a star Prosecution witness. In her entire testimony before this Honourable Court, PW3 did not self-incriminate nor assert even remotely that she was in a conspiracy with the accused person to launder money or did launder money. Yet her evidence did not identify an agreement between the 1st, 2nd and 3rd Accused persons to launder the GH¢49.1 million. In particular, in her testimony of 5th May 2026, whilst stating that instructions concerning transactions came mainly from the 1st Accused person and sometimes from the 2nd Accused person, PW3 described material transactions as loans expected to be repaid and explained that she kept records *“for reconciliation sake”*. Her evidence therefore does not, without more, establish that those instructions were given or acted upon pursuant to an agreement to deal with property known or suspected to be proceeds of stealing.
- 5.210. We respectfully submit that the Prosecution has failed to establish a prima facie case on the essential ingredient of common purpose under Count 11. The 1st, 2nd and 3rd Accused Persons accordingly have no case to answer on the charge of conspiracy to commit money laundering and ought to be acquitted and discharged pursuant to **section 173 of Act 30**.

6. CONCLUSION

- 6.1. The Prosecution set out to prove that a director of the Bureau of National Communication under the Office of the National Security Coordinator stole GH¢49.1 million belonging to the Government of Ghana under the guise of procuring a Cyber Defense System for the Republic of Ghana. The Prosecution opines that rather spent it on houses, cars, fertilizer business, investment treasury bills, lavish lifestyle and a London property. The Prosecution's own witnesses undermined its case and testified that it is the National Security Coordinator who signed three distinct cheques for lodgment into his special operations accounts at UMB Bank. They have further demonstrated contrary the Prosecution's own case that part of money was first paid to the supplier of the Cyber Defense System under the contract; that a huge chunk of the money was transferred from the UMB Bank Account to the Coordinator's account at the Fidelity Bank for the procurement of the Digitised Investigative Auditing System; that operatives of the National Security drew cash from the self-same UMB account. The Prosecution's principal witnesses made categorical statements on oath that there is no missing GH¢ 49,100,000 in the finances of National Security and one of them even said if there was ever such a loss, flagging it would have been her responsibility; that no part of the GH¢ 49,100,000 was used for the acquisition of any house, car, investments in treasury bills, fertiliser business nor lavish lifestyle and that the investigator never asked the owner, the buyer or the seller a single question. What the Prosecution

has left is the movement of money and a suspicion. The Supreme Court has said what that is worth: *"however strong suspicion may be, it cannot form the basis for continuing trial after a submission of no case"*.

- 6.2. The Accused Persons therefore submit that on Counts 1, 2 and 3 there is no evidence on which a reasonable tribunal could find that the money belonged to the Prosecution or was public money at all, that the 1st Accused was not the owner of it, or that he appropriated it dishonestly, and pray that pursuant to **section 173 of Act 30**, the 1st Accused be acquitted and discharged on each of those Counts.
- 6.3. Taking the admissible evidence cumulatively, as we invite the Court to do, the position is this. The Prosecution opened this case upon a press conference on 24th March 2025 and closed it on 8th September 2026 without ever having asked the National Security Coordinator a single question about his own account, his own cheques and his own operations. In between, its own witnesses told this Court that the account was opened and controlled by the Coordinator; that he signed all three cheques; that they were funds for special operations purposes; that no one knows what those purposes were; that the sum was not in the Bureau's budget; that no institution of State has complained of any loss; that the account is not upon GIFMIS and has never been audited; that the invoice said to be genuine has no contract behind it while the invoice said to be fake has one; that the Bureau operates systems supplied by ISC Holdings, though nobody asked which; that the tracing chart accounts for very much more than the sum allegedly stolen; and that 488 pages of the banking record never reached the Attorney-General.
- 6.4. Every one of those matters was either elicited from a witness for the Prosecution or appears upon a document tendered by the Prosecution, and not one of them was retrieved in re-examination. Upon ***Fori v. Ayirebi*** and ***Takoradi Flour Mills v. Samir Faris*** they stand admitted and must be accepted by this Court.
- 6.5. The legal consequence is that no prima facie case has been made out against any of the Accused persons upon any count, and no obligation arises upon any of them to open a defence. Essential ingredients, ownership, dishonesty, falsity, knowledge, loss, profit, agreement and predicate offence, are unproved. Such evidence as was led has been discredited in cross-examination to the point where no reasonable tribunal, properly directing itself, could safely convict upon it. And upon any view the evidence is evenly balanced between guilt and innocence.
- 6.6. It is, above all, a case in which the Prosecution chose not to ask. It did not ask the National Security Coordinator what his cheques were for. It did not ask the National Signals Bureau which ISC systems it operates. It did not ask ISC Holdings Limited whether it delivered. It did not produce its diary of action, and it did not produce the purpose the Court

of Appeal ordered it to disclose. A prosecution which declines to make the enquiries that would resolve the case cannot ask this Honourable Court to supply the answers by inference against the Accused.

- 6.7. Where doubt remains, it must be resolved in favour of the Accused. We respectfully adopt the words of Crabbe JSC in ***State v Ali Kassena***: the accumulation of facts proved amounts to no more than mere suspicion, and however strong suspicion may be, it cannot form the basis for continuing trial after a submission of no case. To call these Accused persons to their defence upon this record would be, in substance, to require them to prove their innocence, contrary to **article 19(2)(c) of the Constitution**.
- 6.8. We have been educated from an anonymous source that “do not permit an inference to do the word of proof.”
- 6.9. This is the first time that Ghana’s National Security has been put on a painful trial. Because of one man, the Prosecution did not care a hoot to expose National Security submarine systems and infrastructure and what is worse, the operational account of the National Security Coordinator and its liquidity challenges.
- 6.10. The comedy of this case is EOCO attempting to peek into the inner workings of National Security set-up without engaging its top hierarchy, past and present, as to the defalcation of an imaginary GH¢49.1million.
- 6.11. The theatre is like sitting under a tree at Kyebi and contemplating that Ya-Na’s money is missing at the Dagbon Palace and we are comfortable to enjoy our envisioning without talking to the Monarch or his linguist.
- 6.12. In the premises, we respectfully pray this Honourable Court, pursuant to **section 173 of the Criminal and Other Offences (Procedure) Act, 1960 (Act 30)** that:
- the 1st Accused be acquitted and discharged on Counts One, Two, Three, Five, Six, Seven and Nine;
 - the 1st and 2nd Accused be acquitted and discharged on Count Four;
 - the 2nd Accused be acquitted and discharged on Count Eight;
 - the 1st, 2nd and 3rd Accused be acquitted and discharged on Counts Ten and Eleven; and
 - such further or other order or orders as this Honourable Court may deem meet.

Respectfully Submitted, My Lord.

Dated at Adehye Chambers, Accra this 25th day of September 2026.

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The Registrar,
High Court,
Specialised Court "1",
Accra.

And to the Office of the Attorney-General, Attorney-General's Chambers, Accra.

TABLE OF AUTHORITIES

A. STATUTES AND SUBSIDIARY LEGISLATION

- Constitution of the Republic of Ghana, 1992 — article 19(2)(c)
- Criminal Offences Act, 1960 (Act 29) — ss. 15, 16, 23(1), 120(1), 122(2), 123, 124(1), 125, 131(1), 132, 179A(3)(a), 179C(a), 179C(b)
- Criminal and Other Offences (Procedure) Act, 1960 (Act 30) — ss. 173, 174(1), 271
- Evidence Act, 1975 (N.R.C.D. 323) — ss. 11(2), 12(2), 13(1), 118, 165
- Public Property Protection Act, 1977 (SMCD 140) — s. 5
- Anti-Money Laundering Act, 2020 (Act 1044) — ss. 1(2)(c), 3
- Security and Intelligence Agencies Act, 1996 (Act 526) — ss. 18, 19, 20, 33, 42
- Security and Intelligence Agencies Act, 2020 (Act 1030) — ss. 12, 38, 39
- National Signals Bureau Act, 2020 (Act 1040) — ss. 26, 27, 32, 36, 40
- Practice Direction (Disclosures and Case Management in Criminal Proceedings) [2017–2020] 1 SCGLR 365 — s. 5(2)(a)

B. GHANAIAN CASES

- *Aaron Kwesi Kaitoo v. The Prosecution* (CA)
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- *Anthony Asomani alias Anthony Awuah v. The Prosecution* (SC, J3/13/2023, 17th July 2024)
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- *Commissioner of Police v. Anane* [1962] 2 GLR 107 (SC)
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- *Daniel Kwasi Abodakpi v. The Prosecution* (CA, H2/6/07, 20th June 2008)
- *Darko v. Ofei* [2018–2019] 1 GLR 164
- *Donkor v. The Prosecution* [1974] 2 GLR 254
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- *Francis Arthur v. The Prosecution* (2021) JELR 109687 (SC)
- *Frimpong alias Iboman v. The Prosecution* [2012] 1 SCGLR 297
- *Gligah and Atiso v. The Prosecution* [2010] SCGLR 870
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- *Hemans v. Coffie* [1996–97] SCGLR 596
- *John Cobbina v. The Prosecution* (SC, J3/07/2019, 19th February 2020)
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- *Storey v. Storey* [1960] 3 All ER 279 (CA)
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