

**Republic of Liberia** by and thru the Liberia Electricity Corporation (LEC) of the City of Monrovia, Liberia RESPONDENT/APPELLANT VERSUS **Justin E. Taylor, Amos P. K. Brosius and Joseph T. Giddings**, also of the City of Monrovia, Liberia MOVANTS/APPELLEES

**LRSC 35**  
**THEFT OF PROPERTY**

HEARD: MARCH 31, 2010 DECIDED: AUGUST 30, 2010

MR. JUSTICE KORKPOR DELIVERED THE OPINION OF THE COURT

During the February term of the First Judicial Circuit, Criminal Assizes, "C" for Montserrado County, A.D. 2009, the appellants, defendants in the lower court, were jointly indicted for the crime of theft of property. The indictment charged in substance that "...in September, A.D. 2008, the defendants, Justin E. Taylor, Joseph T. Giddings and Amos P. K. Brosius did purposely, knowingly, and willfully obtain, steal and carry away Six Thousand and Five hundred (6,500) gallons of diesel fuel which belonged to the Liberia Electricity Corporation (LEC) valued at Thirty Thousand Eight Hundred and Seventy-Five United States dollars (US\$30,875.00) without the will and consent of the owner ..."

The appellants were arraigned and pleaded not guilty to the charge of theft of property. They, through their counsel, exercised their rights under §20.2, *1 LCLR Criminal Procedure Law* and waived jury trial. A bench trial was had, which resulted in a verdict and final judgment of guilty against the appellants. They were sentenced to five years imprisonment and ordered to make restitution in the amount of Thirty Thousand Eight Hundred and Seventy-Five United States dollars (US \$30, 875.00), the value of Six Thousand and Five hundred (6,500) gallons of diesel fuel as stated in the indictment.

This case is before us on a regular appeal announced by the appellants.

During trial in the lower court, the state produced three regular and two rebuttal witnesses to support the charge of theft of property. Here is the summary of their testimonies:

The first witness who testified for the state was James Mannah, a security officer of the Ministry of National Security. He testified that on September 24, 2008, coappellant Amos P. K. Brosius, with the knowledge of co-appellant Joseph T. Giddings, diverted

3,000 gallons of diesel fuel belonging to LEC and deposited the diesel fuel at the Joy Filling Station located at Jamaica Road Junction, Bushrod Island, Monrovia. The witness said that co-appellants Amos P.K. Brosius and Joseph T. Giddings converted the 3,000 gallons of diesel fuel to their personal use thereby defrauding the Liberian Government of the cost paid for the product. The witness further testified that co-appellant Amos P.K. Brosius raised a voucher falsely showing that he had supplied 3,000 gallons of diesel fuel to LEC and the voucher was approved by co-appellant Joseph T. Giddings, when in fact, the stated quantity of diesel fuel was never delivered to LEC.

The witness also testified that co-appellant Justin E. Taylor falsified dates on which he said he received the Three Thousand (3,000) gallons of diesel fuel to reflect September 23, 2008, when in fact the product was actually taken from the loading rack at L.P.R.C. on September 24, 2008. The witness further said that he along with other security officers of the Ministry of National Security showed delivery order #33069 from Ducor Petroleum, Inc. and tanker loading order #537599 to co-appellant Joseph T. Giddings who was Deputy Managing Director of LEC and Acting Managing Director at the time; that co-appellant Joseph T. Giddings said he was not aware of the supply of diesel fuel in question and promised to contact his under men at LEC. The witness said surprisingly, on the next day, September 25, 2008, the second consignment of diesel fuel totaling 3,500 gallons was lifted by Ducor Petroleum, Inc. on truck # TT-0543 belonging to Ducor Petroleum, Inc.

The witness said that he and other officers from the Ministry of National Security followed the truck and the product was again taken to the Joy Filling Station on Jamaica Road, Bushrod Island, Monrovia. Upon arriving at the filling station, according to the witness, they saw co-appellants Amos P.K. Brosius and Joseph T. Giddings in a close conversation and they both ignored their presence; that after a while, they were invited by co-appellant Amos P.K. Brosius into his office but they refused the invitation on the ground that their Minister had been informed about the fraud and co-appellant Joseph T. Giddings then left the scene.

He said that co-appellant Justin E. Taylor was assigned at the LEC Norwegian Warehouse by co-appellant Joseph T. Giddings on a contract to falsely represent the receipt of products when in fact the said products were not delivered. He further said that they spoke to Cornelius B. Stewart, a retired employee of LEC who served as Assistant Manager for warehouse at the time of the alleged theft; that Cornelius B. Stewart told them that the Norwegian Warehouse that carried Bushrod Island as the destination for the fuel had never received products since May, 2008. He said it was

after this narration that the charge of theft of property was levied against the appellants.

The second witness who testified for the state was Daniel N. Sonjor, also security officer of the Ministry of National Security. He testified that while he was on a special assignment at LPRC, he received information through intelligence that Ducor Petroleum, Inc. was in the constant habit of diverting and converting diesel fuel intended for LEC. He also testified that on September 24, 2008, a truck marked TT-0543 lifted three thousand (3,000) gallons of diesel fuel from the loading rack at LPRC on tanker loading order #537599 and delivery order #33069.

The witness said that they kept surveillance on the truck until it arrived at the Joy Filling Station on Jamaica Road, Bushrod Island, where the diesel fuel was discharged. According to the witness, when the driver of the truck was questioned as to why he took the fuel to the Joy Filling Station on Jamaica Road, co-appellant Amos P.K. Brosius intervened and said he was the Manager of Ducor Petroleum Inc., and therefore they should deal with him directly and not with the driver. The witness said that co-appellant Amos P. K. Brosius informed them that LEC was aware of the situation and referred them to co-appellant, Joseph T. Giddings, the Deputy Managing Director at the LEC; that they met co-appellant Joseph T. Giddings who promised to contact them later.

The witness also testified that co-appellant Justin E. Taylor falsified evidence by stating the wrong date of September 23, 2008 as the date on which he received the Sixty Thousand Five Hundred (6,500) gallons of diesel fuel, whereas, Cornelius B. Stewart had informed them that the LEC Norwegian tank at Bushrod Island had not received product since May, 2008.

The third witness who testified for the state was Col. Mustapha Jalloh, another security officer of the Ministry of National Security. He testified that on September 24, 2008, while he was on an assignment at the LPRC, a truck marked TT-0543, with inscription "DUCOR", was seen at the loading rack at LPRC and lifted Three Thousand (3,000) gallons of diesel fuel for LEC, but surprisingly the diesel fuel was carried to the Joy Filing Station, Jamaica Road, Bushrod Island. The witness further said that the same truck, TT-0543 again lifted 3,500 gallons of diesel fuel on September 25, 2008 and again took the product to the same Joy Filing Station on Jamaica Road, Bushrod Island, Monrovia, Liberia.

The fourth witness for the state was Cornelius B. Stewart. He was subpoenaed to testify. While on the cross examination he said: "...coming to the question of the 6,500 gallons

of fuel oil that was received by the LEC, I told this Honorable Court yesterday that there are four sub-stations that LEC has its units planted on. On September 23, 2008, Ducor Petroleum, Inc. supplied a quantity of fuel oil to LEC and on the 24th the company again supplied a quantity of fuel to LEC."

The testimony of this witness clearly supports the position of the appellants and contradicts the theory of the state's case. As a result, the state declared him a hostile witness.

When the state rested with the production of evidence, the appellants took the witness stand.

The first witness who testified for the appellants was co- appellant Justin E. Taylor, who was tally clerk at LEC. He testified that in October, 2008 while on his way to school he received a phone call on his cell phone that he was needed at the Ministry of National Security to answer questions relating to diesel fuel in the amount of Six Thousand Five Hundred (6,500) gallons. He said that he decided to go to the Ministry of National Security the next day. He said because he was afraid, he informed Cornelius B. Stewart, the Assistant Manager for Warehouse, who took him to the Ministry of National Security the following day. He informed the court that when they arrived at the Ministry of National Security, he was taken in an interrogation room where Mustapha Jalloh, Chief Investigator at the Ministry of National Security showed him delivery order # 33069; that he was asked whether he received Six Thousand Five Hundred (6,500) gallons of diesel fuel and he answered yes; that he was further asked whether the date mentioned on the delivery order was true and he also answered yes. The witness maintained that after he was asked these questions and he answered them correctly, Mustapha Jalloh told him that he was lying because the date on the delivery order was falsified; that Mustapha Jalloh then ordered his men to have him imprisoned; that after three hours in jail, he was released and given back all his belongings except his laptop computer which had been taken from him.

He said one week later, he was again called at the Ministry of National Security and as soon as he arrived there, he was stripped of his clothes and placed in prison; that he slept in prison until the next day when his elder brother stood for him and took him home. While on his way home, according to the witness, he asked Mustapha Jalloh about his laptop computer but he did not answer.

The witness further testified that on January 9, 2009, while also on his way to school, he was approached by two plain clothes men who told him that he was needed at the

Ministry of National Security again; that he pleaded with the men to allow him appear the next day as he was on his way to take his test, but they refused; that he went to the Ministry of National Security where he was for the third time imprisoned and later taken to the Monrovia Central Prison; that he was not released until January 13, 2009; and that since then he has not received his laptop computer.

The second witness who testified for the appellants was co-appellant Amos P.K. Brosius, General Manager of Ducor Petroleum, Inc. He testified that his company was in the business of importing and distributing petroleum products to customers; that in this connection he, on behalf of his company, signed a purchase agreement on June 28, 2008, to supply LEC Two Hundred and Forty Seven Thousand (247, 000) gallons of automotive gas oil (AGO) and 4,950 gallons of gasoline. He said that in keeping with the purchase agreement, he was under a duty to supply products on credit with a credit time of 30 days and a credit limit of Two Hundred and Fifty Thousand United States dollars (US\$250,000.00) over the 30-day period. The witness said that on September 23 and 24, 2008, respectively, his company supplied petroleum products to LEC upon a purchase order issued by LEC.

He said that on September 23 2008, he received a phone call from James Mannah of the Ministry of National Security who said he needed clarification regarding the supply of diesel fuel by Ducor Petroleum Inc., to LEC. He said he asked James Mannah to wait until he contacts his operation staff by phone; that after contacting his operation staff who explained that they transferred a consignment of petroleum product to address an urgent need at LEC, he called James Mannah and gave him the response he got from his operation staff and James Mannah told him he was satisfied with the explanation, but that he and his men wanted money for transportation to return to their office. The witness said that he told James Mannah this was not possible due to the distance between them, but James Mannah insisted that he should order someone at his office to provide the funds; that he further told James Mannah this was also not possible as a request for disbursement of cash in his company is not done on the phone. The witness said that the following day, he received a phone call from Daniel Sonjor saying that they were not comfortable with the explanation he provided the previous day regarding the supply of petroleum product by Ducor Petroleum Inc. to LEC. According to the witness, it was then that things were taken out of proportion. He informed court that he called the Minister of National Security, Honourable Peter Jallah and reported the incident; that the Minister invited him to his office and after explaining the matter to him, the Minister said he did not have any problem with the explanation but told him to cooperate with the officers of the Ministry of National Security; that the officers told him to clarify the matter in a written statement, so he

wrote a letter to the Ministry of National Security dated September 30, 2008. Copy of the letter was marked Exhibit "C" and introduced into evidence.

He denied defrauding or conniving with others to defraud the Government as stated in the indictment. He informed court that LEC had no problem with his company's performance under the purchase agreement; that because his company had performed satisfactorily, an addendum to the purchase agreement was signed. He said that LEC fully paid his company for the services provided under the purchase agreement as well as the addendum thereto.

The third witness who testified for the appellants was co-appellant Joseph T. Giddings, former Deputy Managing Director of LEC. He informed the court that he was never called at the Ministry of National Security for any investigation. He confirmed that Six Thousand Five Hundred (6,500) gallons of fuel oil was received from Ducor Petroleum, Inc. by LEC on September 23 and 24, 2008 and denied having a close conversation with co-appellant Amos P.K. Brosius at the Joy Filling Station on September 25, 2008.

The fourth and last witness for the appellants was Konah K. Andrews, Assistant Manager at LEC. This witness was first served a writ of subpoena *duces tecum* to produce documents and was later recalled, by leave of court, to testify to those documents. He identified the documents relating to fuel supplied by the Ducor Petroleum, Inc. and said that all consignments were received and paid for by the Management of LEC as indicated by delivery notes and goods received notes.

When the appellants rested evidence, the state produced two rebuttal witnesses, Daniel Sonjor and James Mannah both of whom had earlier testified as regular witnesses for the state. The summary of their testimonies is in substance, a reconfirmation of their testimonies in chief which need not be repeated.

Having carefully reviewed the evidence produced by both sides, we will consider two salient issues in the determination of this case:

1. Whether the state established the essential elements of theft to warrant the conviction of the appellants.
2. Whether the state established a prima facie case of theft of property against the appellants?

Concerning the first issue- whether the state established the essential elements of theft

of property to warrant the conviction of the appellants, we hold that the state did not establish the essential elements of theft of property against the appellants to warrant their conviction.

Under the criminal code of Liberia, "A person is guilty of theft of property if he:

"(a) Knowingly takes misappropriates, converts, or exercises unauthorized control over, or makes an unauthorized transfer of an interest in the property of another with the purpose of depriving the owner thereof;

"(b) Knowingly obtains the property of another by deception or by threat with the purpose of depriving the owner thereof or purposely deprives another of his property by deception or by threat"; or

"(c) Knowingly receives, retains or disposes of property of another which has been stolen, with the purpose of depriving the owner thereof." Reliance: §15.51, *Penal Law*.

From the above quoted definition, to constitute theft of property, there must be proof that the accused knowingly took the property not his, and which belongs to another, and converted or exercised unauthorized control thereby depriving the true owner thereof. The theory of the state's case, as we gathered, is that the appellants, without authority, acting together, connived and took away petroleum products belonging to LEC from the LPRC loading rack and converted same to their own use, thereby depriving the true owner, LEC. But the state failed to establish that this was true in the case before us.

The certified records before us show that co-appellant Amos P.K. Brosius, as General Manager of Ducor Petroleum Inc, signed a purchase agreement with the LEC on June 28, 2008. Under the purchase agreement, Ducor Petroleum supplied LEC petroleum products as stated in the agreement for the period of three months. When the agreement expired, an addendum was signed on September 24, 2008. It was during the period of the addendum to the purchase agreement that the appellants were accused of theft of property.

Clause #2 of the purchase agreement provides:

"That the Supplier shall deliver weekly, at the Purchaser's 3 (three) sites, the following quantity of products:

## DIESEL FUEL FOR POWER PLANT OPERATION

Kru Town 8,000 gallons

Congo Town 8,000 gallons

Paynesville 1,000 gallons."

Clause #11 of the purchase agreement provides:

"That, every delivery shall be accompanied by delivery invoices which must be verified at all times by authorized personnel of the Purchaser with the provision that the final valid invoice at the end of the quarter shall be signed by the Managing Director, or his designee."

Clause #13 of the purchase agreement Provides:

"That, in the event that the Supplier defaults not attributed to Purchaser's action in the delivery of the products as herein agreed, and such default is not remedied within a reasonable period, the Purchaser shall use his best judgment and get the product from an alternative source to keep the plants running with the provision that any excess in the cost of products so obtained, the Supplier shall be responsible for such additional cost which shall be addressed by the Purchaser forthwith."

From the records, we saw that during the period of the purchase agreement and the addendum thereto, petroleum products were lifted from the loading rack at LPRC by Ducor Petroleum Inc. to supply LEC. The records clearly established that the petroleum products lifted at the LPRC loading rack belonged to Ducor Petroleum, Inc. As an importer and distributor of petroleum products Ducor Petroleum Inc., arranged for its products to be stored at the LPRC storage facilities for fees. In other words, Ducor Petroleum rented the LPRC storage facilities to store its products. As a requirement for Ducor Petroleum, Inc. to lift any product from the LPRC loading rack, the company wrote to the Management of LPRC in the following words: "Please supply the bearer the following petroleum product from our stocks..." And LPRC issued truck loading order which had on its face: "Sold to Ducor Petroleum, Inc." This clearly shows that all petroleum products lifted from LPRC were, and remained the properties of Ducor Petroleum Inc. until delivered at one of LEC's sites at Kru Town, Congo Town or Paynesville as provided under Clause #2 of the purchase agreement. And every delivery of petroleum product was accompanied by delivery invoices which were verified at all times by authorized personnel of LEC in keeping with clause #11 of the purchase agreement.



Co-appellant Amos P.K. Brosius testified, and this was not refuted, that his company, Ducor Petroleum Inc. owned several filling stations in and around Monrovia: Joy Filling Station on Jamaica Road; 11th Street Filling Station in Sinkor; Paynesville Station at 101; and the Joy Filling Station at Police Academy Junction, also in Paynesville. The question is how does it amount to theft of property for Ducor Petroleum, Inc. to lift its own petroleum products from the LPRC and deposit it at its own filling station at Jamaica Road? We fail to comprehend.

To constitute theft of property in keeping with our criminal statute, the accused must knowingly take the property of another and convert or exercise control over same thereby depriving the rightful owner thereof. But in the case at bar, the property (petroleum product) subject of this action belonged to the Ducor Petroleum Inc. when it was lifted at the LPRC loading rack. And until it was delivered at one of the sites designated by LEC in the purchase agreement, it was not the property of LEC. So, an essential element of theft of property which is that the stolen property be owned by another is lacking in this case. And where it has not been established that the property was stolen conversion cannot be an issue. This Court has held that "an essential element of larceny [theft] is that the goods stolen must be the property of another." *Wade vs. Republic*, 12 LLR 284 (1956).

The other issue we must address is whether the state established a prima facie case of theft against the appellants? We hold that the state did not establish a prima facie case of theft against the appellants.

"A prima facie case consists of sufficient evidence in the type of case to get plaintiff past a motion for directed verdict in a jury case or motion to dismiss in a nonjury case; it is the evidence necessary to require defendant to proceed with his case. Courts use [the] concept of prima facie case in two senses: (1) in [the] sense of plaintiff producing evidence sufficient to render reasonable a conclusion in favor of allegation he asserts; this means plaintiff's evidence is sufficient to allow his case go to jury, and (2) courts use prima facie to mean not only that plaintiff's evidence would reasonably allow conclusion plaintiff seeks, but also that plaintiff's evidence compels such a conclusion if the defendant produces no evidence to rebut it." *Black's Law Dictionary 5th Edition*.

In numerous opinions, this Supreme Court has held that a prima facie case is a case in which the state presents proof sufficient to support a criminal verdict where there is no evidence presented by the defendant in rebuttal. *Paye vs. Republic*, 10 LLR 55 (1948); *Swaray vs. Republic*, 15 LLR 149 (1963); *Chakpadeh vs. Republic*, 35 LLR 715 (1988).

Thus the burden is on the state in a criminal case to present sufficient and credible evidence to satisfy an unprejudiced mind seeking the truth. It is when this has been done that the trier of fact can infer the fact at issue and rule in the state's favor.

But the evidence produced by the state, put together does not in our opinion, conclude that the appellants committed the crime of theft of property.

Firstly, and we say again, that the petroleum products stored at the LPRC belonged to Ducor Petroleum, Inc. So there was nothing illegal in Ducor Petroleum, Inc. lifting it from LPRC and taking it to one of its filling stations in and around Monrovia. To constitute theft of property the state needed to prove that the product lifted from LPRC belonged to LEC and the appellants, in concerted action, knowingly took the product and converted or exercised control thereof thereby depriving LEC of the product. Such proof was not established.

Secondly, under the purchase agreement, Ducor Petroleum, Inc. was not restricted to supply LEC from the LPRC loading rack only, the company could supply LEC from any of its filling stations in and around Monrovia. What mattered was for Ducor Petroleum, Inc. to fulfill its obligation by providing petroleum product in keeping with the purchase agreement; it did not matter from whence the products came. And if Ducor Petroleum, Inc. defaulted under the purchase agreement and failed to rectify the situation in accordance with Clause #13 therein, the remedy was not a criminal action, but a civil suit for breach of the purchase agreement.

Thirdly, no one from LEC complained that Ducor Petroleum, Inc. committed or connived with others to commit theft against LEC. To the contrary, all personnel and former personnel of LEC who testified in this case, including Cornelius B. Stewart, who testified for the state, admitted under oath, that Ducor Petroleum, Inc. fully performed under the Purchase Agreement by regularly supplying petroleum product to LEC, especially on September 23 and 24, 2008.

On September 30, 2008, co-appellant Amos P. K. Brosius wrote a letter to the Ministry of National Security regarding the supply of petroleum product to LEC on September 23 and 24, 2008. This was in reaction to issue raised by Daniel Sonjor, security officer of the Ministry of national Security. We quote the letter.

*DUCOR PETROLEUM INC"*

*DISITBUTOROF PETROLEUM PRODUCTS*

*P. O. BOX 10-1891 BUSHROD ISLAND*

*MONROVIA, LIBERIA 'ILL.: 06550838"*

"September 30, 2008"

"The Minister

Ministry of National Security

Gurley Street

Monrovia, Liberia"

"Dear Mr. Minister"

"Please accept our compliments and as per the request we received from the Ministry of National Security regarding products supplied to two of our customers Liberia Electricity Corporation (LEC) and CEMENCO on September 23rd and 24th 2008 respectively please find below details of said supply."

"On September 22, 2008, 3,500 gallons of diesel fuel was ordered by CEMENCO for delivery to their Somalia Drive location. The order was processed on delivery note no. 23025 by Ducor but was taken from LPRC on September 23, 2008 on truck no. TT-543 by our transport staff."

"On September 22, 2008, 10,000 gallons of diesel fuel was processed by Ducor for the LEC as part of their bulk order of 25,000 gallons of said product on LPO# PF-3011-A dated September 22, 2008. 7,000 gallons of said order was delivered to the LEC on that day. However, due to technical problems being faced at the Congo Town location where the remaining 3,000 gallons of fuel that was processed on delivery note no. 23069 should have been delivered, LEC was advised by Ducor Petroleum, Inc. to do self transportation of that product. The LEC acknowledging the technical problems issued a waiver to Ducor for the delivery of product to the Congo Town plant on September 22, 2008 at 3:45 p.m. by then, the LPRC had closed the loading rack for that day therefore, LEC couldn't be supplied that quantity."

"On September 23, 2008 considering the urgency attached to the LEC operations and especially the strategic nature of the Congo Town location, 3,000 gallons out of the 3,500 gallons of the CEMENCO consignment was diverted to the LEC by our operations staff. Upon receipt of the consignment of 3,000 gallons of fuel processed for LEC, the 3,000 gallons of fuel diverted to the LEC from CEMENCO consignment was replaced and delivered to the CEMENCO and was receipted for by Joseph Buegar of the CEMENCO staff."

"Please find attached supporting documents for ease of reference and confirmation."

"Very truly yours,

DUCOR PETROLEUM INC.

Amos P.K. Brosius General Manager"

Our understanding of the explanation provided in the foregoing letter is simply that Ducor Petroleum, Inc. used portion of a consignment of petroleum product earmarked for one customer to provide the urgent need for another customer and subsequently replaced the product. If there is anything more than this which partakes of criminality, the poof is not before us.

The records show that all payments due Ducor petroleum, Inc. have been made to the company by LEC. So, this theft case was not initiated by LEC, the institution against whom the alleged theft is said to have been perpetrated, but rather by security officers of the Ministry of National Security. On the other hand, the state did not establish that personnel of LEC connived with co-appellant Amos P. K. Brosius of the Ducor Petroleum, Inc. to commit theft of property against LEC.

During argument before us, the Solicitor General informed this Court that the officers of the Ministry of National Security acted on tip off.

Clearly, whatever tip off received by officers at the Ministry of National Security leaves doubt as to whether or not the appellants are culpable for theft of property. And a doubt in a criminal case operates in favour of the accused. Our criminal law provides:

"that [a] defendant in a criminal action is presumed to be innocent until the contrary is proved; and in case of a reasonable doubt whether his guilt is satisfactorily shown, he is entitled to acquittal." § 2.1, 1 LCLR, *Criminal Procedure Law*."

In view of what we have said, we hold that the verdict arrived at from the bench trial at the lower court is contrary to the evidence adduced in this case. Where the verdict is contrary to evidence, the judgment will be set aside. In accord: *Zangbah vs. Republic*, 4 LLR 140 (1934); *Collins vs. Republic*, 21 LLR 366 (1972); *Oruma vs. Republic*, 21 LLR 14 (1972); and *Appleton vs. Republic*, 23 LLR 109 (1974).

WHEREFORE, the ruling of the trial court adjudging the appellants guilty of theft of property is reversed and the appellants are hereby ordered acquitted. The criminal appearance bond filed by the appellants is ordered released and returned. The Clerk of this Court is ordered to write a letter to the Minister of National Security to investigate

the claim by co-appellant Justin E. Taylor that his laptop computer was taken by officer Mustapha Jalloh and has not been returned to him and take appropriate action(s). And it is so ordered.

*Judgment reversed.*

COUNSELLOR FRANCIS Y. S. GARLAWOLU OF CENTER FOR HUMAN RIGHTS DEFENSE & LEGAL SERVICES APPEARED FOR APPELLANTS. COUNSELLORS M. WILKINS WRIGHT, SOLICITOR GENERAL, R.L. AND YAMIE QUIQUI GBEISAY, SENIOR LEGAL COUNSEL, MINISTRY OF JUSTICE APPEARED FOR APPELLEE.