6th March 2021

The Chief Executive Officer
Asante Kotoko Sporting Club
Kumasi

Dear sir

RE: DEMAND FOR RETURN OF TOYOTA FORTUNER VEHICLE WITH REGISTRATION NUMBER GT 8186-19 BELONGING TO THE CLUB

I acknowledge receipt of your letter dated 5th March 2021 on the above subject.

You would recall that since 17th December 2020 when Asante Kotoko Sporting Club ("the club") terminated the contract of employment, ("the Contract") I waited up to 5th February 2021 against the hope that the club would be magnanimous to draw down the curtain on all other issues relating to the contract by paying me my lawful entitlements while at the same time I also return to the club vehicle Number GT 8186-19 ("the vehicle") belonging to the club.

Unfortunately, till today, the club hasn't paid me a dime as part of my entitlements from the contract. It should not expect me to return the vehicle because the return of the vehicle to the club and the payment of my entitlements are equally shared responsibilities parties to the contract. The responsibility of each party on this subject is like two sides of the of the same coin. One party cannot renege on its responsibility and at the same time demand from the other party his responsibility on the same subject.

Article 11.5.5 of the contract may provide illumination on the subject as follows:
"On the expiry or termination of this agreement for any cause whatsoever, the Head Coach shall return all properties belonging to the club or which he holds on behalf of the club to the club in good condition and the club shall also immediately pay all outstanding monies that the Head Coach is entitle to under this agreement".

The question to the club is: Has the club "paid all outstanding monies that the Head Coach is entitled to" under the contract? This is the height of impunity by the club. Having committed a fundamental breach of contract, the club continues to disrespectfully pick and choose parts of the contract for continuous default /breach yet, it has the temerity to demand of the other party to honor its responsibility under the same contract.

With due respect, the club can not approbate and reprobate. The rules of equity demand of the club that "he who comes to equity must come with clean hands." The responsibility of the club and Coach under Article 11.5.5 of the contract must be discharged at the same time or contemporaneously. The club clearly misconstrued 11.5.5 by failing to appreciate

that the parties intentions in the contract manifested through a resort to the conjuntive "AND" not a disjunctive word. By conduct, the club is keeping coach's monies with the left hand demanding a return of the vehicle plus $22,800 being the alleged loss of use of vehicle. Is this just? Is this fair? Is this right? Does this make sense? Obviously No!

Article 11.5.5 of the contract requires the club to pay "ALL OUTSTANDING MONIES THAT THE HEAD COACH IS ENTITLED TO." The club hasn't even paid the coach GHS1 out of the claims it made on the club since 5th February 2021. By its letter of 15th February 2021, the club admitted liability for some of my claims of indebtedness.

Regrettably, it has failed and/or refused to honor the claims based on its own admission.

Furthermore, considering that there's a dispute over the outstanding monies due the coach currently pending before the players Status Committee of the Ghana Football Association, it lies foul in the mouth of the club to demand the payment of compensation of $22,800 for loss of use of the vehicle. This is the clearest demonstration yet of bad faith by the club.

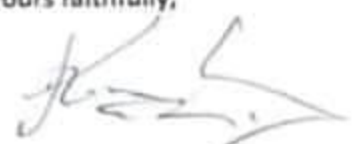
The club is not entitled to the payment of compensation of $22,800 from the coach or any part of it, - for its alleged loss of use of the vehicle – in so far as it has not paid ALL outstanding monies due the coach under the contract. As long as the club owes me and continues to owe me monies under the contract, I have the right to exercise a lien over the vehicle which came into my possession under the same contract.

In any case, the claim of compensation for loss of use of vehicle is baseless and a misconception. Its an after thought clearly to seek "equalization" after I sought redress at the Player Status Committee of the Ghana Football Association. Since the club's letter of termination of contract of employment of 17th December 2020 to me, it had another opportunity to write to me through a letter dated 15th February 2021. But delivered to me on 24th February 2021. In both cases, the club probably "forgot" that it had incurred the cost of $300 per day for loss of use of the vehicle.

Since the case is currently pending before the Player Status Committee, at the appropriate time, I would hold the club to a strict proof this fictitious claim and seek answers to questions on the same.

Finally, please take note that, I would forward a copy of my response to this letter to the Player Status Committee of the Ghana Football Association as part of my case.
Thank you.

Yours faithfully,



MAXWELL KONADU