



WRIT OF SUMMONS

(Order 2 rule 3(1))

WRIT ISSUED FROM... ACCRA 14/01...2025

SUIT No. GJ 10365/2025

IN THE HIGH COURT OF JUSTICE

GENERAL JURISDICTION - ACCRA

SAMUEL M. CODJOE

Plot No.2, Nii Sai Road
East Legon -Accra

∴

PLAINTIFF

VS

1. WILLIAM YAW BEEKO

Block D11/161, GICEL,
SCC-Weija, Accra
0555651493

∴

1ST DEFENDANT

2. EVELYN BORQUAYE

Block D11/161, GICEL,
SCC – Weija, Accra

∴

2ND DEFENDANT

To

AN ACTION having been commenced against you by the issue of this writ by the abovenamed Plaintiff.

SAMUEL M. CODJOE

YOU ARE HEREBY COMMANDED that within EIGHT DAYS after service of this writ on you inclusive of the day of service you do cause an appearance to be entered for you.

1. WILLIAM YAW BEEKO 2. EVELYN BORQUAYE

AND TAKE NOTICE that in default of your so doing, judgment may be given in your absence without further notice to you. **1. WILLIAM YAW BEEKO 2. EVELYN BORQUAYE**

Dated this 14th day of JANUARY 2025.

Chief Justice of Ghana

G. SACKY TORKORNOO (MRS.)

NB: This writ is to be served within twelve calendar months from the date of issue unless, it is renewed within six calendar months from the date of that renewal.

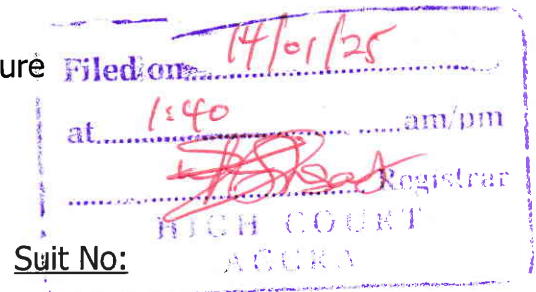
The defendant may appear hereto by filing a notice of appearance either personally or by a lawyer at Form 5 at the Registry of the Court of issue of the writ at Accra he desires give notice of appearance by post. A defendant appearing personally may,

*State name, place of residence or business address of plaintiff if known (not P.O. Box number).

**State name, place of residence or business address of defendant (not P.O. Box number).

FORM 1

In the Superior Court of Judicature
In the High Court of Justice
General Jurisdiction Division
Accra – A. D. 2025



Samuel M. Codjoe
Plot No.2, Nii Sai Road
East Legon -Accra

:::

Plaintiff

Vrs

1. William Yaw Beeko
Block D11/161, GICEL,
SCC-Weija, Accra
0555651493

:::

1st Defendant

2. Evelyn Borquaye
Block D11/161, GICEL,
SCC-Weija, Accra

:::

2nd Defendant

Statement of Claim

1. Plaintiff is a Ghanaian national, a lawyer by profession and presently the managing partner of Law Trust Company, a reputable law firm in Ghana.
2. Plaintiff is well known and respected in Ghana and Internationally as a lawyer of repute. Plaintiff represented and continues to represent reputable individuals and corporate entities.
3. 1st and 2nd Defendants are columnists, and news editors of the online new portals, Amaghana Online, and Ghana New Online, respectively.
4. Ghana News Online, Ama Ghana Online are online news portals which have nationwide coverage and are read by a large section of the Ghanaian public. By virtue of the fact that these online news portals, namely <https://ghananewsonline.com.gh/> and <https://amaghanaonline.com/> are on the internet, they have global reach. In addition, Plaintiff says by virtue of their presence on the internet all publications on the said websites can be accessed in any part of the world so long as the internet is available.
5. Plaintiff adds that by virtue of the presence of the said online portals, namely <https://ghananewsonline.com.gh/> and <https://amaghanaonline.com/> on the internet, they are easily accessible on various social media platforms across the world including Facebook, X (formally known as Twitter), Tiktok and YouTube, therefore, users of the said platforms have access to information posted on the said websites. All

publications of these online portals have a permanent presence worldwide and can be accessible on any smart electronic device including mobile phones and tablets.

6. Plaintiff states further that by virtue of the existence of numerous search engines on the internet, all publications from any website including publications by Defendants is available at the press of a button on any computer and the publications of <https://ghananewsonline.com.gh/> and <https://amaghanaonline.com/> are available by the press of any button, this fact is well known to Defendants.
7. Plaintiff states that on the 23rd day of December 2024, Defendants caused to be published on the said online news portals, <https://ghananewsonline.com.gh/> and <https://amaghanaonline.com/>, under a screaming headline boldly written in black ink and under the "Crime and Law sections" the following defamatory words about Plaintiff **"Top Lawyer Samuel M. Codjoe In \$400,000 Dollar Scandal: A Debtor's Loan Repaid In 2013 Vanishes After 11 Years Of Payment"**.
8. 1st and 2nd Defendants caused to be published the following further defamatory words:-

"Private Legal Practitioner Samuel M. Codjoe of Law Trust is at the center of a brewing financial scandal.

The controversy stems from the disappearance of a USD \$400,000 loan repayment made by debtor Ebenezer Denzel Amanor in 2013, a transaction that has allegedly vanished from Dalex Finance's accounts a transaction Dalex Finance has also denied receiving.

The missing funds have left Amanor in a prolonged battle for accountability, raising questions about corporate integrity and potential financial misconduct.

Acknowledgment of the payment was documented through a CAL Bank cheque paid by the debtor's solicitors Obeng Sakyi and Sogbodjor.

Subsequently, the accounts of the solicitors Obeng Sakyi and Sogbodjor was cleared and debited \$400,000 under the name of Dalex Finance. So, the million dollar question is, where did Samuel Codjoe cash the cheque? Samuel Codjoe received the CAL Bank Cheque written under the name of Dalex Finance, endorsed and received it so where did the money go??

The cheque bore a handwritten notice of receipt, accompanied by Samuel M. Codjoe's legal firm's stamp and embossment, signaling its clearance.

Lawyer Samuel M. Codjoe issued a handwritten receipt to Obeng Sakyi and Sobodjor and Dalex Finance claims not to have recorded any of such payment; so the question remains unanswered as to where the money went or to who's pocket did it end up? Samuel Codjoe or Kenneth Thompson, CEO of Dalex?

See the Cheque in Reference Here:

The case has sparked allegations of a scandal and unprofessional conduct as a top lawyer of his calibre.

Ebenezer Denzel Amanor contends that despite proof of payment, the Payment meant for his clients never got to them, though cheque cleared and Samuel Codjoe's clients are refusing to produce their bank statement.

According to Amanor, the institutions have displayed a "high level of mistrust and suspicion," failing to provide transparency about the missing funds.

"This is not just a case of negligence; How can a \$400,000 cheque cleared in 2013 simply vanish? There's no explanation, no accountability," Amanor stated during an interview.

Samuel M. Codjoe, whose stamp and signature authenticated the cheque, has denied receiving any funds of that sort and further any involvement in the disappearance of the funds.

Financial analysts have highlighted this incident as a potential symptom of deeper systemic flaws within the organization's financial controls and ethical practices.

Ebenezer Amanor, for his part, is prepared to pursue legal action to uncover the truth.

"I will not stop until justice is served. This is about accountability, not just for me but for everyone who relies on financial institutions to handle their money with integrity," he declared.

As the case gains traction, all eyes are on Samuel M. Codjoe to provide answers.

The stakes are high, with potential ramifications that could extend beyond this individual case to affect public confidence in the financial sector.

This developing story highlights the urgent need for transparency and accountability in financial transactions, particularly when such large sums of money are involved.

Stay tuned as we continue to investigate and uncover the truth behind the missing \$400,000".

8. The words in the headline together with the words contained in the body of the news item, particulars of which are contained in paragraph 7 (supra), meant and were understood to mean that, Plaintiff in the practice of his profession as a lawyer, is engaged in clandestine and fraudulent activities which has become the subject of a scandal involving the Plaintiff.

9. Plaintiff states that in their natural and ordinary meaning, the words in the body of the news item as contained in paragraph 7 (supra), meant and were understood to mean that Plaintiff fraudulently misappropriated the sum of \$400,000.00 (four hundred thousand United States Dollars) paid to Dalex in satisfaction of a debt owed to it (Dalex) by one Ebenezer Denzel Amanor in 2013.
10. By way of innuendo, the words complained of as contained in paragraph 7 (supra) meant, and were understood to mean that Plaintiff is a fraudulent and incompetent lawyer of no repute.

Particulars of Innuendo

- a. To publish that *"Private Legal Practitioner Samuel M. Codjoe of Law Trust is at the center of a brewing financial scandal. The controversy stems from the disappearance of a USD \$400,000 loan repayment made by debtor Ebenezer Denzel Amanor in 2013, a transaction that has allegedly vanished from Dalex Finance's accounts a transaction Dalex Finance has also denied receiving"* means Plaintiff has been caught up in an alleged shady and fraudulent deal.
 - b. To publish that *"The missing funds have left Amanor in a prolonged battle for accountability, raising questions about corporate integrity and potential financial misconduct. Acknowledgment of the payment was documented through a CAL Bank cheque paid by the debtor's solicitors Obeng Sakyi and Sogbodjor. Subsequently, the accounts of the solicitors Obeng Sakyi and Sogbodjor was cleared and debited \$400,000 under the name of Dalex Finance. So, the million dollar question is, where did Samuel Codjoe cash the cheque? Samuel Codjoe received the CAL Bank Cheque written under the name of Dalex Finance, endorsed and received it so where did the money go??"* means Plaintiff has misappropriated funds meant for his (Plaintiff's) clients' Dalex Finance and Leasing Limited.
 - c. To publish that *"Samuel M. Codjoe, whose stamp and signature authenticated the cheque, has denied receiving any funds of that sort and further any involvement in the disappearance of the funds"* means that Plaintiff is involved in various questionable deals involving his clients including Dalex.
11. Plaintiff contends that the Defendants acted maliciously in publishing and broadcasting the said defamatory words, which were designed to cause hatred, ridicule and public odium and has also tarnished Plaintiff's hard-earned reputation in Ghana and abroad. Defendants knew and or ought to have known that their publications would cause maximum damage, especially when they (Defendants) made the publication under the screaming headline ***"Top Lawyer Samuel M. Codjoe In \$400,000 Dollar Scandal: A Debtor's Loan Repaid In 2013 Vanishes After 11 Years Of Payment"***.
 12. Plaintiff denies that he has ever engaged in any of the activities published by Defendants, and states that the said cheque was issued and closed to the client,

Dalex and Plaintiff only gave a receipt of same on behalf of the client as the solicitor, whereupon he handed same to the Dalex. Plaintiff has at no point appropriated the said fund for his own benefit in anyway whatsoever and or however.

13. By reason of the publication of the said defamatory words, Plaintiff has been seriously injured in his reputation, and has been brought into public scandal, odium, contempt and ridicule.
14. Plaintiff contends that Defendants acted maliciously in publishing the said defamatory words which were designed to cause hatred, ridicule and public disaffection, and also to injure his hard-earned reputation. This is more so when a simple inquiry by the Defendants from Dalex, Law Trust Company, Sogbodjor and Partners and from him (Plaintiff) would have revealed that there is no basis for the said defamatory publications.

Particulars of Malice

- a. Defendants deliberately caused this publication to whip up public sentiments against Plaintiff knowing very well that the facts contained in the publication is false and without any basis.
 - b. Defendants failed to contact Plaintiff to verify the contents of the publication before publishing and circulating same, when in fact a little industry and or due diligence investigation by Defendants would have revealed that the said publication is false.
15. The words complained of were made with malice and characterized by drama and sensationalism, and calculated to whip public hatred against Plaintiff. This is more so when in an official statement issued by the Managing Partner of Sogbodjor and Partners, the said Managing partner confirmed the fact that the sum of \$400,000 (four hundred thousand United States dollars) was paid to Dalex by a cheque endorsed with Dalex as the sole payee.
 16. The fact that the words complained of were made with malice is also evident from the fact that, when Plaintiff's attention was drawn to the said publications and Plaintiff caused his solicitors who by email and a WhatsApp conversation dated the 24th day of December, 2024 on the mobile number 0555651493 (registered to 1st Defendant) contacted the 1st Defendant to retract the said publication, 1st Defendant informed Plaintiff's solicitors of his (1st Defendant's) malicious intentions.

Further Particulars of Malice

1st Defendant in his response to the WhatsApp conversation with the solicitors of Plaintiff stated:-

"Received and acknowledged.

I have been directed by Dalex through Mr. Ebenezer to do their Version of response. Your threats don't hold any water.

*There was even a meeting today at Dalex to resolve the issue.
I'm no baby toddle journalist you think you can intimidate.
Just wait for the next one when the same lawyer, he defrauded NAPO \$700,000.
You don't even know what you are doing to him further"*

1st Defendant clearly evinced a malicious intention to make further defamatory publications against Plaintiff.

17. 1st Defendant in furtherance of his malicious intentions and his notice to effect further publications, particulars of which are contained in paragraph 16 supra, did in fact make subsequent publications, including the publication on the 27th day of December, 2024 under the headline **"Opuni's Lawyer Samuel M. Codjoe cited in another \$750,000 cocoa farm fraud"**, and the publication on the 6th day of January 2025, under the headline **"USD \$750,000 Dollar Cocoa Farm Fraud: Victim Pursues Criminal Case Against Lawyer Samuel M. Codjoe"** on the said <https://amaghanaonline.com/>.
18. The fact that the said publication is defamatory is evident from the fact that, on the 24th day of December, 2024, in a related publication on the said online news portal, <https://amaghanaonline.com/>, 1st Defendant after publishing those defamatory words with the said screaming headlines for a wider reach, published a retraction and apology under the headline **"Retraction And Apology To Dalex Finance"**.
19. In this said publication, 1st Defendant after using a screaming headline with Plaintiff's name, merely published an apology to Dalex, and in the news item addressed vaguely, persons who may have been adversely affected by the defamatory publication on the 24th day of December, 2024.
20. What is worse is that, even before 1st Defendant published this vague apology to Dalex, Plaintiff's reputation had been badly damaged. Since the publication, Plaintiff has been inundated with numerous calls and has had to answer very embarrassing questions and inquiries from different people, including associates at Law Trust Company, colleagues and family members in Ghana and abroad who came across the defamatory publication.
21. Plaintiff states further that since the publication was made by Defendants, anytime any person undertakes a simple name search on any of the online search platforms including, google, from any part of the world and from any electronic device, the said defamatory publications would be shown.
22. Plaintiff will rely on the following facts and matters in support of his claim for exemplary damages:-
 - a. The publication was made in a sensational manner with the intention of causing maximum damage to the reputation of Plaintiff.
 - b. The publication was made in the sensational manner to attract people to read the publication thereby increasing the circulation and ratings of the news portal.

- c. Defendants caused the said fabricated publication to ensure that they maintain and increase traction to <https://ghananewsonline.com.gh/> and <https://amaghanaonline.com/> and their affiliates so as to be attractive to advertisers and thereby increase its revenue, and did not care about the truth of its publications and or knew the publication was false.
- d. Defendants knew or ought to have known that the allegations contained in the publication, the subject matter of this suit, were false.
23. Plaintiff will contend that Defendants published the said publications having knowledge that Defendants were reckless, and or done with a reckless disregard as to whether or not the publications were libelous.
24. Plaintiff states that a continued presence of the said publication on the various news platforms and online portals of the Defendants will cause great damage to the Plaintiff's reputation which damage has already commenced.
25. Plaintiff further states that unless restrained by this Honorable Court, Defendants will continue to publish the said words and or similar words complained of.
26. *WHEREFORE*, Plaintiff claims against the Defendants jointly and severally for:
- a) A declaration that the following words published by Defendants on the online news portals are on the internet, <https://ghananewsonline.com.gh/> and <https://amaghanaonline.com/> are defamatory:-

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- b) General Damages for libel contained in the publication of Defendants dated the 24th day of December, 2024 headlined; "*Top Lawyer Samuel M. Codjoe In \$400,000 Dollar Scandal: A Debtor's Loan Repaid In 2013 Vanishes After 11 Years Of Payment*".
- c) A perpetual injunction restraining the Defendants jointly and or severally either by themselves or their agents or assigns from further publishing or causing to be printed, published and or distributed the said defamatory words and or similar words.
- d) Exemplary damages of the Ghana cedi forex equivalent of the sum of US\$300,000.00 (three hundred thousand United States dollars).
- e) Special damages.
- f) A retraction and apology with the picture of the Plaintiff published on Defendants' news portals, specifically Amaghana Online and Ghana New Online for four (4) consecutive weeks as well as the front page of the Daily Graphic Newspaper for four (4) consecutive weeks.
- g) Costs, inclusive of counsel's fees.

Dated at Law Trust Company, No. 43, Castle Road, Adabraka, Accra, this 13th day of January 2025.

LAW TRUST COMPANY
No. 43 Castle Road, Adabraka
The Hon. Justice G. A. N. Agyemang
Old O. A. Agyemang High School
Opposite the National Archives
Adabraka, Accra

Lawyer for Plaintiff
Tonny A. Nyarko Esq.
Law Trust Company
Lic No. eGAR 00682/25

The Registrar
High Court
Accra

1. And for service on the 1st Defendant, William Yaw Beeko, Block D11/161, GICEL, SCC-Weiija, Accra. 0555651493.
2. And for service on the 2nd Defendant, Evelyn Borquaye, Block D11/161, GICEL, SCC-Weiija, Accra.