

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION
ACCRA – A. D. 2025

FILED ON 21/08/2025
2:40 AM/PM
REGISTRAR
COMMERCIAL DIVISION OF THE
HIGH COURT, ACCRA

GJ-CM/misc/0678/2025
SUIT NO: 0678/2025

AFRICA PROSPERITY NETWORK LBG --- **PLAINTIFF/APPLICANT**
25 THIRD DADE WALK
LABONE
ACCRA

VRS

SANKOFA ADVISORY GROUP --- **DEFENDANT**
5 THE HEIGHTS, 5 WEYBRIDGE
WEYBRIDGE, KT13 ONY
ENGLAND

**MOTION EX PARTE FOR LEAVE FOR WRIT OF SUMMONS TO ISSUE
NOTICE OF WHICH IS TO BE SERVED OUT OF THE JURISDICTION
AND FURTHER LEAVE TO SERVE NOTICE OF THE WRIT
OUT OF THE JURISDICTION**

PLEASE TAKE NOTICE that this Honourable Court will be moved by Counsel for and on behalf of the Plaintiff/Applicant herein ('Plaintiff') praying this Honourable Court for an order granting leave to the Plaintiff to cause a Writ of Summons to be issued against the Defendant, notice of which is to be served outside the jurisdiction and a further order granting leave for the Notice to be served outside the jurisdiction at the Defendant's address 5 The Heights, 5 Weybridge, Weybridge, KT13 ONY, England upon the grounds deposed to in the accompanying affidavit in support and for any further order or orders as this Honourable Court may deem fit.

COURT to be moved on *klad* the *3RD* day of *SEPT* 2025 at 9 o'clock in the forenoon or so soon thereafter as Counsel for applicant may be heard.

DATED AT AFRICA LEGAL ASSOCIATES, ACCRA, THIS 20TH DAY OF AUGUST 2025

**AFRICA LEGAL ASSOCIATES
BARRISTERS & SOLICITORS
25 THIRD DADE WALK
LABONE - ACCRA
EBOW BREW HAMMOND, ESQ
TEL: +233 (0) 302 781894
SOLICITOR FOR THE PLAINTIFF/APPLICANT
SOLICITOR'S LICENCE NUMBER: eGAR 01804/2025**

**THE REGISTRAR
HIGH COURT
COMMERCIAL DIVISION
ACCRA**

*Org mot - JA
Mot to
Exh - 10*

FILED ON 21/08/2025
2:05 PM
REGISTRAR
COMMERCIAL DIVISION OF THE
HIGH COURT, ACCRA

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WEYBRIDGE, KT13 ONY
ENGLAND

**AFFIDAVIT OF ROLAND JOHNSON IN SUPPORT OF MOTION FOR LEAVE
FOR WRIT OF SUMMONS TO ISSUE NOTICE OF WHICH IS TO BE SERVED
OUT OF THE JURISDICTION AND FURTHER LEAVE TO SERVE NOTICE OF
THE WRIT OUT OF THE JURISDICTION**

I, **ROLAND JOHNSON** of 25 THIRD DADE WALK, LABONE, Accra in the Greater Accra Region of the Republic of Ghana make oath and say as follows:

1. That I am a law clerk at the law firm of Counsel for the Plaintiff/Applicant (hereinafter referred to as 'Plaintiff') and the Deponent herein.
2. That I have the consent and authority of the Plaintiff to depose to this affidavit for and on its behalf.
3. That the matters deposed to herein have come to my knowledge by virtue of the instructions we have received in the course of prosecuting the case for the Plaintiff.
4. That to the extent that the matters deposed to herein relate to law, I do so on the basis of advice from Counsel, which I verily believe to be true.
5. That the Plaintiff is a company limited by guarantee incorporated under the laws of the Republic of Ghana, dedicated to advancing Africa's economic integration and shared prosperity in line with the African Union's Agenda 2063.
6. That the Plaintiff organises high-level platforms, including the annual Africa Prosperity Dialogues ("APD") in Ghana and the annual Global Africa Forum in New York, which unite political leaders, business executives, civil society, and development institutions to accelerate the African Continental Free Trade Area (AfCFTA) project to build the world's largest single market in terms of member states.

7. That the Defendant is a company incorporated in England and stated as the current owner and organiser of the Africa Oil Week (“AOW”), an event previously organised by the Hyve Group in England.
8. That for close to thirty (30) years, AOW had been hosted in Cape Town, South Africa. By 2024, the event was beset by serious challenges, including legal proceedings, public protests, reputational damage, and direct competition from Africa Energy Week, resulting in a decline in investor, sponsor, and delegate participation.
9. That as a result of these difficulties and seeking to reposition AOW as a “truly African-owned” event aligned with continental development priorities, the Defendant resolved to relocate it from South Africa to another African country.
10. That in or about June 2024, the Defendant’s founder and CEO, Paul Sinclair, approached the Plaintiff, expressly seeking to leverage the Plaintiff’s credibility, networks, and expertise to secure the relocation of AOW to Ghana.
11. That the Defendant knew that Ghana, as an oil-producing nation and host of the AfCFTA Secretariat, offered a strategic base for rebranding AOW and expanding its stakeholder reach in oil-rich West Africa and beyond.
12. That the Plaintiff’s established reputation for delivering state-of-the-art events with active participation from African Heads of State, senior ministers, diplomats, AfCFTA officials, and global business leaders made it uniquely positioned to partner AOW to deliver the relocation.
13. That on 15 July 2024, the parties entered into a 10-year Partnership Agreement (“the Agreement”), under which they would collaborate on the delivery of AOW and Africa Mining Week, and the Defendant would support the Plaintiff’s APD.
14. That the Plaintiff was to be recognised as Core or Lead Partner for AOW, with that recognition published in all AOW promotional materials. The Defendant was also to promote APD across its platforms, facilitate high-level invitations, source sponsors, and contribute to APD content development.
15. That from the outset, the Defendant drew immense benefit from the Plaintiff’s standing and goodwill but failed to perform its reciprocal obligations under the Agreement.
16. That at the APD 2025 — attended by over 4,000 high-level delegates from 46 countries — the Defendant was given visibility equivalent to that of a headline sponsor, and the Defendant used APD as the first and primary launching pad in 2025 to announce to the continent’s most influential political, business, and institutional leaders that AOW had relocated to Accra, Ghana.
17. That the Defendant prepared promotional videos and PR materials that were prominently featured throughout APD 2025, securing immediate, wide international publicity for the relocation and leveraging on the Plaintiff’s reputation as a trusted organiser of international events in West Africa.
18. That at the Defendant’s request, the Plaintiff:

- a. Mobilised its relationships with the Presidency of the Republic of Ghana, the AfCFTA Secretariat, and other key institutions to secure official endorsement from the Government of Ghana for the relocation;
 - b. Secured at extremely short notice a pre-recorded video message from the President of Ghana for the Cape Town announcement, signalling full state support;
 - c. Facilitated introductions, engagements, and agreements with stakeholders critical to hosting AOW in Ghana.
19. That in truth, the Defendant's engagement was, from inception, a calculated stratagem.
 20. That having lost viability in Cape Town, the Defendant cynically exploited the Plaintiff's credibility, networks, and governmental access as an indispensable conduit for its relocation, with no genuine intention to honour its own obligations once that objective was achieved.
 21. That at the Defendant's request, and while it had no office or staff in Ghana, the Plaintiff, after sending its senior staff members to the Cape Town announcement of the AOW relocation, subsequently deployed its secretariat to coordinate and organise the official Ghana launch and media briefing for AOW, ensuring the participation of relevant industry stakeholders, media and ensured wide media coverage of the event.
 22. That the Plaintiff also introduced the Defendant to vendors and service providers, supported content development, and identified and procured speakers — all without immediate payment, in reliance on the good faith of the Agreement.
 23. That the Defendant, in its eagerness to secure this partnership with the Plaintiff, even proposed and introduced a clause in the Agreement that sponsorships secured from entities introduced by the Plaintiff were to be split equally between the parties. Following the Defendant's unjustifiable termination of the Agreement on 21 May 2025, the Plaintiff was denied all visibility into these engagements and excluded from any benefit.
 24. That the termination by the Defendant occurred against the backdrop of the Defendant's repeated breaches and was in itself a repudiatory breach and act of bad faith.
 25. That in a further attempt to fabricate justification, the Defendant falsely claimed that members of the Government of Ghana, including GNPC and the Office of the President, had demanded cancellation of the partnership — a claim plainly contradicted by the strong public support the Government had shown for APD 2025.
 26. That on another occasion, the Defendant falsely asserted that NJ Ayuk, organiser of Africa Energy Week, had told senior Ghanaian officials that the Plaintiff's founder was the true owner of AOW and the Defendant was merely a front — a baseless and defamatory statement intended to create artificial tension.
 27. That the Defendant's conduct demonstrates that it entered into the Agreement solely to extract maximum benefit from the Plaintiff's reputation, networks, and resources, then discard the Plaintiff once the relocation was secured.

28. That the Plaintiff has suffered significant financial losses, reputational harm, and loss of contractual benefits as a result of the Defendant's conduct.
29. That the Defendant has refused to pay for services rendered or honour its obligations unless compelled by this Honourable Court to do so.
30. That in the circumstances, the Plaintiff intends to commence legal proceedings against the Defendant for the reliefs endorsed on the Proposed Statement of Claim. **(Attached and marked as exhibit RJ is a copy of the proposed Statement of Claim).**
31. That the registered address of the Defendant is 5 The Heights, 5 Weybridge, Weybridge, KT13 ONY, England.
32. That I am advised by Counsel and verily believe same to be true that since the Defendant is a company with its registered address outside the jurisdiction, leave of this Honourable Court would be required to commence the suit against the Defendant, and also to serve Notice of the Writ of Summons on the Defendant at the abovementioned address.
33. That I am advised by Counsel and verily believe same to be true that the instant case is a proper one for service out of the jurisdiction under the Rules of Court.
34. That to the best of my knowledge and belief, the Plaintiff has a good cause of action against the Defendant, and the intended suit is neither frivolous nor vexatious.
35. That I am further advised by Counsel and believe same to be true that, this Honourable Court has the power to grant leave for the said Writ of Summons to be issued, and further leave for the Notice of the Writ of Summons to be served on the on the Defendant outside the jurisdiction.
36. That the grant of this application would be in the interest of justice and enable the Plaintiff to pursue its legitimate claim against the Defendant.

Wherefore I swear to this Affidavit in Support.

Sworn in Accra this 21st
 day of Aug 2025)



DEPONENT

BEFORE ME


 COMMISSIONER FOR OATHS
 STEPHEN OMAN
 COMMISSIONER FOR OATHS
 TEL: 024 685 9887

FILED ON 21/08/2025
AT 2:42 AMIPM
REGISTRAR
COMMERCIAL DIVISION OF THE
HIGH COURT, ACCRA

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5 THE HEIGHTS, 5 WEYBRIDGE
WEYBRIDGE, KT13 ONY
ENGLAND

CERTIFICATE OF IDENTIFICATION

I **STEPHEN OMAN**, Commissioner for Oaths at Accra, do hereby certify that the underlisted have been exhibited to the affidavit sworn to before me.

- 1. **Exhibit RJ is a copy of the Proposed Statement of Claim.**

BEFORE ME

~~COMMISSIONER FOR OATHS~~
~~STEPHEN OMAN~~
~~COMMISSIONER FOR OATHS~~
TEL: 024 685 9887

EXH 'R J'

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
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SUIT NO:

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LABONE
ACCRA

– PLAINTIFF

VRS

SANKOFA ADVISORY GROUP
5 THE HEIGHTS, 5 WEYBRIDGE
WEYBRIDGE, KT13 ONY
ENGLAND

– DEFENDANT

THIS IS EXHIBIT / DOCUMENT
MARKED RS REFERRED TO
THE AFFIDAVITS SWORN AT ACCRA
ON THIS 25th DAY OF Aug 25
BEFORE ME
COMMISSIONER FOR OATHS

PROPOSED STATEMENT OF CLAIM

1. The Plaintiff is a company limited by guarantee incorporated under the laws of the Republic of Ghana, dedicated to advancing Africa’s economic integration and shared prosperity in line with the African Union’s Agenda 2063.
2. The Plaintiff organises high-level platforms, including the annual Africa Prosperity Dialogues (“APD”) in Ghana and the annual Global Africa Forum in New York, which unite political leaders, business executives, civil society, and development institutions to accelerate the African Continental Free Trade Area (AfCFTA) project to build the world’s largest single market in terms of member states.
3. The Defendant is a company incorporated in England and stated as the current owner and organiser of the Africa Oil Week (“AOW”), an event previously organised by the Hyve Group in England.
4. The Plaintiff states that for close to thirty (30) years, AOW had been hosted in Cape Town, South Africa. By 2024, the event was beset by serious challenges, including legal proceedings, public protests, reputational damage, and direct competition from Africa Energy Week, resulting in a decline in investor, sponsor, and delegate participation.
5. The Plaintiff states that facing these difficulties and seeking to reposition AOW as a “truly African-owned” event aligned with continental development priorities, the Defendant resolved to relocate it from South Africa to another African country.
6. The Plaintiff states that in or about June 2024, the Defendant’s founder and CEO, Paul Sinclair, approached the Plaintiff, expressly seeking to leverage the Plaintiff’s credibility, networks, and expertise to secure the relocation of AOW to Ghana.

7. The Plaintiff states that the Defendant knew that Ghana, as an oil-producing nation and host of the AfCFTA Secretariat, offered a strategic base for rebranding AOW and expanding its stakeholder reach in oil-rich West Africa and beyond.
8. The Plaintiff states that its established reputation for delivering state-of-the-art events with active participation from African Heads of State, senior ministers, diplomats, AfCFTA officials, and global business leaders made it uniquely positioned to partner AOW to deliver the relocation.
9. The Plaintiff states that on 15 July 2024, the parties entered into a 10-year Partnership Agreement (“the Agreement”), under which they would collaborate on the delivery of AOW and Africa Mining Week, and the Defendant would support the Plaintiff’s APD.
10. The Plaintiff states that it was to be recognised as Core or Lead Partner for AOW, with that recognition published in all AOW promotional materials. The Defendant was also to promote APD across its platforms, facilitate high-level invitations, source sponsors, and contribute to APD content development.
11. The Plaintiff states that from the outset, the Defendant drew immense benefit from the Plaintiff’s standing and goodwill but failed to perform its reciprocal obligations under the Agreement.
12. The Plaintiff states that at APD 2025 — attended by over 4,000 high-level delegates from 46 countries — the Defendant was given visibility equivalent to that of a headline sponsor, and the Defendant used APD as the first and primary launching pad in 2025 to announce to the continent’s most influential political, business, and institutional leaders that AOW had relocated to Accra, Ghana.
13. The Plaintiff states that the Defendant prepared promotional videos and PR materials that were prominently featured throughout APD 2025, securing immediate, wide international publicity for the relocation and leveraging on the Plaintiff’s reputation as a trusted organiser of international events in West Africa.
14. The Plaintiff states that at the Defendant’s request, the Plaintiff:
 - a. Mobilised its relationships with the Presidency of the Republic of Ghana, the AfCFTA Secretariat, and other key institutions to secure official endorsement from the Government of Ghana for the relocation;
 - b. Secured at extremely short notice a pre-recorded video message from the President of Ghana for the Cape Town announcement, signalling full state support;
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15. The Plaintiff states that in truth, the Defendant’s engagement was, from inception, a calculated stratagem.
16. The Plaintiff states that having lost viability in Cape Town, the Defendant cynically exploited the Plaintiff’s credibility, networks, and governmental access as an

indispensable conduit for its relocation, with no genuine intention to honour its own obligations once that objective was achieved.

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23. The Plaintiff states that the Defendant's conduct demonstrates that it entered into the Agreement solely to extract maximum benefit from the Plaintiff's reputation, networks, and resources, then discard the Plaintiff once the relocation was secured.
24. The Plaintiff states that it has suffered significant financial losses, reputational harm, and loss of contractual benefits as a result of the Defendant's conduct.
25. The Plaintiff states that the Defendant has refused to pay for services rendered or honour its obligations unless compelled by this Honourable Court to do so.
26. WHEREFORE, the Plaintiff claims against the Defendant as follows:
 - a. An order for the payment of Three Hundred Thousand United States Dollars (USD300,000.00), being the value of services and benefits conferred under the Partnership Agreement executed between the parties dated 15 July 2024.

- b. Interest on the amount stated in relief (a) at the prevailing commercial bank rate from May 2025 until payment.
- c. An order for the Defendant to render accounts on all funds from sponsors introduced to the Defendant by the Plaintiff.
- d. An order for the Defendant to pay fifty percent (50%) of all sponsorship amounts from sponsors introduced by the Plaintiff.
- e. General damages for breach of contract.
- f. Costs including solicitor's fees.
- g. Further orders as the Court deems fit.

DATED AT AFRICA LEGAL ASSOCIATES, ACCRA, THIS 8TH DAY OF AUGUST 2025

**EBOW BREW-HAMMOND ESQ
SOLICITOR FOR THE PLAINTIFF
SOLICITOR'S LICENCE NUMBER:**

**THE REGISTRAR
HIGH COURT
COMMERCIAL DIVISION
ACCRA**

COPY FOR SERVICE ON THE WITHIN-NAMED DEFENDANT