

# *SAMUEL ESSON JONAH KBE OSG*

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Hon. Samuel Okudzeto Ablakwa,  
The Honourable Foreign Minister of the Republic of Ghana  
5 Agostinho Neto Rd. Liberation Avenue,  
Airport Residential Area, Accra  
Ghana.

13<sup>th</sup> December 2025

Honourable Minister,

**RE: PETITION REGARDING THE UNLAWFUL EXPROPRIATION OF  
GHANAIAN SHAREHOLDERS' INTERESTS IN JONAHCAPITAL  
NIGERIA LTD AND HOUSES FOR AFRICA NIGERIA LTD BY THE  
REGISTRAR GENERAL OF CORPORATE AFFAIRS COMMISSION  
(CAC), MR. HUSSAINI ISHAQ MAGAJI SAN**

## **A CONCISE SUMMARY**

### **INTRODUCTION**

The River Park crisis began somewhere in 2024 when the I-Sir Samuel Jonah, KBE, the shareholder of **Jonahcapital Nigeria Limited** and House for Africa Nigeria Ltd demanded accountability and explanation from a local Nigerian agent Mr. Paul Odili of Paulo Homes Ltd in respect of his terms of engagement in River Park Estate which was to procure building permits.

I also demanded an explanation for the inexplicable encroachment of several sections of my land in River Park Estate.

## **BACKGROUND**

Jonahcapital Nigeria Limited was incorporated on October 13, 2006, to carry on the business of mass housing development in Nigeria. JonahCapital was couched in consistence with business operations and naming conventions in other countries including Ghana, South Africa, Liberia, Zambia among others .

In line with its business objectives, Jonahcapital Nigeria Limited executed a Development Lease Agreement (DLA) with the Federal Capital Development Authority (FCDA) on the 28<sup>th</sup> of May 2007 in respect of the property under the Federal Capital Territory Mass Housing Scheme.

At incorporation, Jonahcapital Nigeria Limited had three (3) shareholders – Samuel Esson Jonah, KBE was the majority shareholder of JONAHCAPITAL NIGERIA LIMITED with 400,000 Ordinary Shares, (representing 40% equity); Adeniran Ogunmuyiwa with 300,000 Ordinary Shares (representing 30% equity) and Mrs. Olakitan Ogunmuyiwa with 300,000 Ordinary Shares (representing 30% equity) (Jointly referred to as the First Shareholders of JONAHCAPITAL NIGERIA LIMITED).

In 2007, JonahCapital invited a US based investor (Houses for Africa Holdings Inc, USA, a Delaware-based Company [HFA, USA]) to invest in its operations. Consequently, Houses for Africa Nigeria Limited was incorporated on February 7, 2008 as a Nigerian Company Houses for Africa Nigeria Ltd.

By virtue of a Shareholders Agreement executed in 2007, the first shareholders of JonahCapital Nigeria Limited all voluntarily relinquished their shares in JonahCapital in favour of Houses for Africa Nigeria Ltd.

By the above-mentioned Shareholders Agreement, 80% of the shares in HFA, Nigeria was allotted to Houses for Africa Inc, Delaware; while 20% of HFA, Nigeria shares was allotted to Adeniran Ogunmuyiwa. Effectively, by the agreement mentioned herein, the shareholders of HFA, Nigeria were Mr. Adeniran Ogunmuyiwa and HFA, USA.

***Attached is the Shareholders Agreement and the relinquishment of shares document.***

In 2012, Adeniran Ogunmuyiwa voluntarily relinquished his 20% shares in HFA, Nigeria representing 2,000,000 Ordinary Shares in exchange for 94.8 Hectares of land in River Park Estate vide an Agreement titled Heads of Agreement dated 1<sup>st</sup> June 2012; a Board Resolution dated 4<sup>th</sup> June, 2012; and a letter dated 6<sup>th</sup> June, 2012. Essentially, it was a share for land agreement. (At this point in time, neither Paul Odili nor his company Paulo Homes Limited had any involvement in the affairs and management of River Park Estate).

It is instructive to note that the major financier of Houses for Africa Holding and Houses for Africa Nigeria was FMO Bank Netherlands. However, in 2011, FMO withdrew its financial backing for both companies. Consequently, on 13<sup>th</sup> July 2012, Sir Sam Jonah acquired 7,500,000 units of shares held by Houses for Africa Holding in Houses for Africa Nigeria vide a Completion Agreement executed between Sir Sam Jonah and HFA, USA.

From the onset, Paul Odili WAS NEVER a Director or a Shareholder in JonahCapital Nigeria Limited. He was only engaged by Houses for Africa Nigeria in 2013 as its agent for the purpose of facilitating and securing approvals in respect of 330 Hectares of land on behalf of JONAHCAPITAL NIGERIA LIMITED and Houses for Africa Nigeria.

**The Joint Venture Agreement dated 28<sup>th</sup> of January 2013, between the parties is attached.**

Mr. Odili secured approval for approximately 220 hectares and not the 330 hectares he was engaged for. Notwithstanding, he was compensated with approximately 66 hectares of land representing 30% of land he was able to secure approvals for.

To execute his mandate and other sundry tasks over the course of time, Paul Odili was paid several sums of money by Sir Sam Jonah and HFA,

Nigeria for various activities. See below a breakdown of the funds advanced to Paul Odili and Paulo Homes Ltd:

\$750,000 USD (in 2 tranches) – For engagement of Consultants and Professionals for the Prefeasibility Expenses including Design of the Master Plan by Edres Consult and submission for approval at URP; Survey and Geotechnical works among others.

\$1,390,000.00 USD– Funds for Compensation of indigenes and farmers on the property.

N656,275,000 – Payment for the infrastructural works partly done by Paulo Homes and other operational expenses between 2013 and 2019 including construction of the River Park Police Station and Access Gates in Clusters 1 and 3 respectively.

Inclusive of the above, is the payments for Rights of Occupancy; all applications, forms and submissions for RofOs processing were made to Paul Odili.

In addition to the above, it is instructive to also note that, statutory payments for the building approvals were made by Houses for Africa Nigeria using the funds solely injected into it by Sir Sam Jonah. The Payment of the sum of N181, 502,834.96 (which was at then approximately \$1.4million USD) for the said approvals to Development Control dated 20<sup>th</sup> September 2013 is hereby attached.

While JONAHCAPITAL NIGERIA LIMITED is the sole holder of the Development Lease Agreement, it recognized other 3<sup>rd</sup> party developers including Common Consult operated by Adeniran Ogunmuyiwa (140 hectares) and Paulo Homes operated by Paul Odili (66 Hectares). Each party operated within its allocation and exclusive of the other. It was the encroachment of Common Consults and Paulo Homes into the portions of land belonging to Sir Sam Esson Jonah (JONAHCAPITAL NIGERIA LIMITED and HFA, Nigeria) that has further deepened the crisis in River Park Estate.

However, Paul Odili has consistently misrepresented to unsuspecting members of the public that he is the owner of River Park Estate,

Jonahcapital Nigeria Limited and Houses for Africa Nigeria. He has also falsely held out himself to Government Agencies, particularly FCTA and all other departments under it as the owner of River Park Estate.

Paul Odili and his company Paulo Homes have been illegally interfering with the proprietary interest of JONAHCAPITAL NIGERIA LIMITED and HFA, Nigeria to UNLAWFULLY apply for and collect land title documents (Rights of Occupancy/Certificates of Occupancy), sell lands, and develop areas belonging to JONAHCAPITAL NIGERIA LIMITED and HOUSES FOR AFRICA NIGERIA LIMITED using etterheads dishonestly without our consent or authority.

With this malicious misrepresentation, Paul Odili has wrecked serious havoc on our business interest in River Park Estate, including selling our properties in excess of 120 hectares in various Clusters of the Estate such as Clusters 1A and 5A.

## **FABRICATION OF CRIMINAL ALLEGATIONS TO CONCEAL TRESPASS**

Amidst these events, JONAHCAPITAL NIGERIA LIMITED petitioned the IGP to investigate forgeries against Paul Odili. Subsequently, we also instituted civil actions against Paulo Homes, Titan Castle Nigeria Ltd, and other trespassers.

Instead of defending these cases, Paul Odili, Adeniran Ogunmuyiwa and John Townley-Johnson, lodged counter criminal complaints against Sir Sam Jonah and his staff (Kojo Mensah, Victor Quainoo, and Arome Abu), alleging forgery and falsification of records. Due to conflicting petitions, the IGP established a Special Investigation Panel (SIP) - comprising 10 officers and forensic experts—to harmonize and investigate the allegations. The panel interviewed all parties, including JONAHCAPITAL NIGERIA LIMITED's then-Company Secretary, L.D. Shwarkuka, Esq., his associate Hassan Hussain, Esq., and Ethel Mbionwu, Esq., who handled CAC filings between 2007 and 2013.

On April 9, 2025, at the conclusion of the SIP investigation, the Principal Staff Officer<sup>1</sup> (PSO1) to the IGP, DCP. Ahmed Lateef invited all the parties including officials of the **Ghana High Commission** to his office at the Force Headquarters, Abuja, where he informed us that the SIP had concluded its investigation and the Report of the said investigation had been forwarded to the IGP who will then invite the parties and the report will be officially disclosed and parties given copies.

However, just before the SIP report could be given to the parties, Paulo Homes clandestinely requested for a further investigation of the petition and complaint already investigated by the SIP vide a Petition dated 10<sup>th</sup> of April, 2025 to the IGP Monitoring Unit, *(how a report that is yet to be released to any of the parties could be the subject of Paul Odili's latter petition which in effect is an appeal/review of the SIP Report remains a mystery to us).*

The IGP Monitoring Unit interestingly approved the said Petition on the same date of 10<sup>th</sup> of April, 2025 that the petition was submitted to them.

DCP Akin Fakorede, of the IGP Monitoring Unit singlehandedly jettisoned what the ten-man SIP panel painstakingly investigated and hurriedly generated a second Investigation report which was released via a telecast on June 27, 2025. The said report shockingly indicted Sir Sam and other officers of the company, and further declared Paul Odili of Paulo Homes the owner of River Park Estate, even when he is aware that the ownership is being contested.

Also, this same DCP. Akin Fakorede on June 27, 2025 after his press conference, stormed the office of the Director of Lands with Paul Odili, Adeniran Ogunmuyiwa and John Townley Johnson in respect of our property to mislead the Lands Department to recognize Paul Odili as the owner of the property. And we also have it on firm authority that DCP Fakorede has written severally to the Lands department in a desperate bid to arm-twist the authority into taking wrong decisions with respect to River Park. This act has further emboldened Paul Odili and his agents to claim ownership of the entire River Park Estate, trespassed on our property, demolished our fences, buildings, took away our building

materials, altered street names, brought in thugs and armed militias to barricade and keep us off our own property till date.

On 2<sup>nd</sup> July 2025 the IGP again invited all the concerned parties and personally interviewed them and after listening to the parties (including DCP. Fakorede), he directed that a more detailed investigation be carried out and mandated that all actions be stayed on the matter including the IGP Monitoring Unit Report currently flaunted by Paul Odili and his cohorts, and further directed that action on the prosecution of any Criminal Charge against any of the parties be stayed.

It is also important to note that the Chief Law Officer of the Federation, the Honourable Attorney General and Minister of Justice has reviewed the Police Investigation report and the outcome of its review is awaiting the Attorney General's approval.

## **REVOCATION OF JONAH CAPITAL'S LAND BY THE FCT MINISTER**

Due to the lingering internal crisis, the Minister of FCT set up a committee known as the "MINISTERIAL COMMITTEE ON THE RESOLUTION OF ISSUES AFFECTING RIVER PARK ESTATE, LUGBE, ABUJA" with the specific mandate to investigate and resolve the dispute between us and the adverse parties.

That the Committee invited all affected parties to submit a memorandum on the dispute through a letter dated 12<sup>th</sup> August 2025. The said letter of invitation is hereby attached.

The terms of reference of the Committee, as quoted in the invitation letter, were to look at the issues surrounding the "ownership, development and management of Plot No. 4, Cadastral Zone E30, Lugbe West, Abuja, popularly known as 'Riverpark Estate' with a view to resolving the lingering crisis affecting the Estate and making appropriate recommendations to the Administration."

In compliance with the mandate, we duly submitted a memorandum addressing the dispute with the other third parties.

The Committee correctly determined in its Report that the main adverse party, Paulo Homes Ltd has no locus standi to lay claim to the Plot.

Despite its specific mandate, the Committee went *ultra vires* and exceeded its scope by proceeding to make findings that the Development Lease Agreement between the JonahCapital and the Minister had allegedly expired by effluxion of time and that we were in breach of the said Development Lease Agreement.

***A copy of the report of the committee dated August 2025 is hereby attached.***

The Committee's finding regarding the expiration of the DLA was based on phased approvals granted between 2012 and 2014, thereby purporting to place the expiry date between October 2019 and February 2021. However, JonahCapital was never formally notified that the validity or breach of its Development Lease Agreement with the Minister was an issue for the Committee's deliberation, thereby depriving JonahCapital of the opportunity to present relevant documentation and arguments regarding the lease term.

Clause 5 of the DLA expressly and mandatorily provides that the seven (7) year term of the lease shall commence from the date of the last approval granted by the Department of Development Control (DDC).

We had in furtherance of the continuous development of the Estate in conjunction with our sister company, HOUSES FOR AFRICA NIGERIA LIMITED, obtained several subsequent building plan approvals, which the Department of Development Control conveyed for Cluster 5A on 22nd May, 2019, and a final, comprehensive approval on 20th June, 2023.

If the Committee had duly considered the Comprehensive approval of 20th June, 2023 as the last building plan approval, the seven-year lease term would not expire until 20th June, 2030.

Whilst the office of the Honourable Minister alleged breach against us, the Minister himself is in breach of paragraph 7 of the Development Lease Agreement that mandates him to grant vacant possession and provide all primary and Arterial Infrastructures (including, but not limited to, roads, drainage, and utilities). Despite this obligation, it was the claimant that



provided the essential infrastructure all by itself in order to ensure the success of its project.

Clause 15 of the DLA contains a clear and mandatory procedure for termination in the event of a breach, requiring the issuance of a formal written Notice of Default and the grant of a stipulated period for the Lessee JonahCapital to remedy any alleged breach.

Despite the foregoing, Jonahcapital was not given any formal notice of breach or default, nor was it afforded the mandatory opportunity to remedy any alleged breach, as strictly required by the DLA, before the Committee made its recommendation.

## **EXPROPRIATION OF SHARES BY THE REGISTRAR GENERAL OF CAC MR ISHAQ HUSSEINI MAGAJI SAN**

On 20th August 2025, we received a letter from the CAC referencing a report signed by one DCP Akin Fakorede, requesting the expungement of our companies' filings spanning nearly fifteen (15) years, on the basis of that police report.

We submitted our response on the 23<sup>rd</sup> September 2025.

*[A copy of our response is attached]*

In addition to forwarding our response, we instituted an action against the Corporate Affairs Commission IN Suit No. FHC/ABJ/CS/2391/2025: JonahCapital Nigeria Ltd & Anor v. Corporate Affairs Commission & Anor. The purpose of this suit was to preserve the companies' records while the corporate dispute was pending, as only the Federal High Court has jurisdiction over company and shareholder disputes. The Court processes and the Motion for Injunction were duly served on the Registrar-General on **November 28<sup>th</sup>, 2025**.

To our utter shock, on **Monday, 8th December 2025**, upon checking the company status report, we discovered that the entire corporate records of our companies had been cancelled by Mr. Magaji SAN. The implication is that we have now been reduced to minority shareholders in

JonahCapital Nigeria Ltd, while our shares in Houses For Africa Nigeria Ltd have been effectively expropriated.

The Registrar General was duly served with the processes weeks before he took the administrative actions complained of.

***[Proof of service is attached]***

Despite this knowledge, the Registrar-General reversed even filings that had existed for almost twenty (20) years and were never in dispute.

The Nigerian Constitution is clear that all issues relating to corporate governance and disputes arising from it fall squarely within the exclusive jurisdiction of the Federal High Court pursuant to Section 251(1)(e) of the 1999 Constitution (as amended).

By unilaterally cancelling filings, altering directorship records, and expropriating shareholdings, the Registrar-General exercised judicial powers that the Constitution reserves exclusively for the Courts.

As a Senior Advocate of Nigeria, the Registrar-General is fully aware of the settled legal position that once a party is served with an application for injunction, that party must maintain the status quo and refrain from taking actions capable of rendering the Court's eventual decision nugatory.

## **OUR PRAYERS**

In light of the severity of the situation, and in order to protect the rights of Ghanaian nationals and Ghanaian-led investments, I respectfully request that Honourable Minister take the following actions:

- I. Urge the Attorney General of the Federation of Nigeria to expedite His review of the Police Reports having taken over the matter and directed the Nigerian Police to halt further action.

- II. To, in the course of these engagements, demand the Immediate Reversal of the unlawful alterations to preserve our assets from being dissipated while the cases in court are being determined.
- III. Alert ECOWAS of the Breach of Regional Investment Protections
- IV. Engage the Government of Nigeria through the Minister of Industry, Trade & Investment who oversees the Corporate Affairs Commission.

Please accept, Honourable minister, the assurances of my highest consideration.

*[Copies of the status report before the unconstitutional alteration and after the alteration are also attached for your perusal]*

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Samuel Esson Jonah', with a long, sweeping horizontal stroke extending to the right.

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Sir Samuel Esson Jonah KBE  
Chairman, JonahCapital Nigeria Limited