

IN THE CIRCUIT COURT '10' OF GHANA, ACCRA, HELD THIS TUESDAY
28TH DAY OF FEBRUARY, 2023 BEFORE HER HONOUR EVELYN E.
ASAMOAH (MRS).

SUIT NO.

D6/15/2021

REPUBLIC

V.

JULIUS BRADFORD LAMPTEY

ASP YAKUBU FUSEINI FOR PROSECUTION

JUDGMENT

- It is the case of the prosecution that in May 2018, the accused introduced the complainant to an investment package he claimed had a monthly return of forty percent (40%) on any amount. That the accused collected about GH¢350,000.00 from the complainant and promised to invest the total sum and pay back the principal and interest in six months. Prosecution witnesses indicated that the accused thereafter went into hiding. The accused was charged with, four counts, the offence of defrauding by false pretence contrary to section 131 (1) Act 29.

In the case of *Gligah and Atiso V. The Republic* (2010) SCGLR 870, the Court held:

“Under Article 19(2) (c) of the 1992 constitution, everyone charged with a criminal offence was presumed innocent until the contrary was proved. In other words, whenever an accused person was arraigned before a court in any criminal trial, it was

the duty of the prosecution to prove the essential ingredients of the offence charged against the accused person beyond any reasonable doubt.”

- The brief facts, presented by the prosecution, are as follows: The first complainant Alice Atuleri is a trader and the second complainant Humu Edith Mahama is a businesswoman and resident at Achimota Gulf Hills and West Legon respectively. The accused Julius Bradford Lamprey is a Data Analyst/Researcher at the Ghana Chamber of Commerce. Somewhere in May 2018, the accused introduced 1st complainant to an investment package that he claimed had a monthly return of 40% on any amount invested. The accused person later collected GH¢100,000.00 from 1st complainant under the pretext of investing in the said business. A month later, the accused person collected another GH¢100,000.00 from the 1st complainant, out of which he later returned GH¢40,000.00 to the 1st complainant purporting that the amount was interest earned on the 1st complainant's investment. The 1st complainant became enticed and thereby responded positively to further demands made by the accused person and added GH¢150,000.00 summing up to a total of GH¢350,000.00 collected by the accused person. The accused person then promised to invest the total sum and pay back the principal with interest to the 1st complainant in six months with effect from 23rd June 2018. After six months, 1st complainant placed several calls to the accused person in an effort to recover the interest and principal invested but she was unsuccessful as the accused person ignored all calls made to him and went into hiding.

In a related development accused person approached the 2nd complainant in June 2018 with the same false representation as in the case of the 1st complainant and successfully parted with an amount of GH¢22,500.00. After several months of unsuccessful efforts by the complainants to trace the accused person, a

complaint of defrauding by false pretences was lodged before the police. On 18th October 2019, the accused person was arrested, and during the investigation, he admitted in his caution statement having collected the amount involved from the complainants and claimed he handed over same to his business partners namely Raymond Osei and Kwabena Acheampong Baafi to invest the money in a forex trading but could not assist police to trace the said business partners. During the investigation, the accused person could not also provide any documents to prove that the said money was given to any such persons as claimed. The accused person also failed to provide any documents to show that he indeed invested the money into Forex Trading as claimed. After investigation accused person was charged with the offence as per the charge sheet before this honourable court.

- The accused pleaded not guilty to all the charges/counts.

The prosecution bore the burden to prove its case beyond reasonable doubt.

Section 132() of the **Criminal and other Offences Act** 1960, Act 29 states:

"A person defraud by false pretences if, by means of any false pretence, or by personation that person obtains the consent of another person to part with or transfer the ownership of anything."

Defrauding by false pretence is defined by section 133 (1) of

Act 29 as follows:

"A false pretence is a representation of the existence of a state of facts made by a person with the knowledge that the representation is false or without belief that it is true and made with intent to defraud."

In the case of **Philip Assibit Akpeena V. The Republic(unreported)** Court of Appeal suit number H2/23/2018 dated 13th February 2020, Justice Adjei stated

the ingredients of the offence of defrauding by false pretence as follows:

“...The main elements of defrauding by false pretence as discussed above which the prosecution is required by law to prove are five folds and they are; a representation has been made by the accused as to the existence of state of facts; the representation was made either in writing, uttered words or by impersonation; the accused made the representation with the knowledge that it was false or he made it without belief that it was true; the accused made the representation with intent to defraud; and finally, the accused made the representation and based on it he obtained the consent of another person to part with something...”

- The first prosecution witness testified that in May-June 2018, the accused person approached her after church service with an investment opportunity that will yield a monthly interest of 40%. He convinced her and collected GHC 100,000 through fidelity bank transfers. The accused returned GHC 40,000 out of the same principal to her pretending that it was interest earned on the amount she invested. That she became convinced and informed her friends in Tamale who mobilized additional funds of GHC 100,000 which she gave to the accused to invest. Additionally, in July 2018, she collected an amount of GHC 150,000 from another group from the northern region and gave it to the accused. That the accused failed to pay back the principal plus the interest and went into hiding.

According to the police investigator- Pw3, the accused was arrested on 16th October 2019 and during interrogation, he admitted having collected the amount involved from the complainant and claimed he handed over it to his business partner by name Raymond Osei and Kwabena Acheampong Baafi to invest same in Ditch Investment club, an alleged forex trading firm. That the accused was

advised to assist the police to trace the said alleged business partners but he failed to give any valid information or any evidence of payments made to the said persons. That the accused failed to provide any documents to show that he indeed invested the money into forex trading as claimed. The accused could not provide any document from any authorized licensed institution that he has the mandate to collect money from individuals for forex trading investment purposes. The accused later submitted a payment plan but once again failed to honour his payment plan.

- **Representation**

The accused did not deny that he took money from the complainants. According to the accused, the monies he collected were given to one Raymond Osei Boakye and Kwabena Acheampong Baafi – for investment. In **Exhibit BB** – caution statement dated “12th March 2020” – the accused stated:

“Please it should be noted that the amount given to me by Alice was not in bulk of GH¢350,000.00 but in tranches of GH¢100,000.00, GH¢150,000.00 and GH¢100,000.00. Personally, I have monies locked up with Raymond and Kwabena ...”

Exhibit BB1, caution statement of accused dated 16th October 2019, the accused indicated that he introduced the complainant to the trading investment platform that “was yielding interest” – The accused further admitted that he “did a letter of undertaking indicating a profit of 40% and guaranty of principal ...”

The accused gave the complainant letters (**Exhibit AAW**) of undertaking in which he stated that “the said amount is to be traded for a period of 6 months at a monthly interest rate of 40 % effective 23rd June 2018 till 23rd November 2018. The principal will be paid at the end of the investment period. In any eventuality, the principal will be paid...”

- The facts reveal that the accused introduced investment packages to the complainants and based on that representation, the complainant gave him various sums of money. According to the complainant, the accused failed to pay back the principal and interest and went into hiding and ignored their calls.

- The question to ask is: Did the accused invest/trade the money- as presented to the complainants?

The accused in his witness statement asserted that: sometime in 2017, he got to know a Ditch Investment club through a friend so he followed up on the website- [www. Ditchinvestmentclub.net](http://www.Ditchinvestmentclub.net). He arranged a meeting with one Raymond Osei (Founder) and one Kwabena Acheampong Baafi who was the CEO and representatives of the investment promotion in Ghana. They explained the nature

of the business and he became convinced and invested GHC 300,000 in it at a 50% interest rate and he had an undertaking with them. After trading in it for some time, he introduced his friends who became interested and invested various

sums of money in the business through the representatives. The complainant became interested and approached him when she got wind of it. He indicated that the complainant gave him various sums of money. According to the accused, he was informed by Raymond and Kwabena that the cryptocurrency and forex trading on the Ditch Investment platform system had shut down, he made several traces but he could not find the representatives of the platform to refund the principal amount invested by the complainants.

Shadowy Investors

According to the accused, in his caution statements, he paid the money to the said Raymond and Kwabena in cash. That he did not receive any formal receipt in respect of the payments he made. In *Exhibit BB-* accused further caution statement, he stated: "... monies given to Raymond and Kwabena were documented in their book while I also did same on my excel sheet. Payment of interest was also done through physical cash. There was not any formal issue of receipt as I based my relationship with Raymond and Kwabena on trust... I started having an undertaking with Kwabena with the amount given..." He did not state any undertaking with the said people in his original caution statement- Exhibit BB1 dated 16th October 2019 and his petition to the police (*Exhibit 3series*). In exhibit 3 series, he did not attach the said undertaking neither did he state that he gave any money to Kwabena. The accused attached the alleged letters of undertaking to his witness statement – *Exhibit 2 series*, indicating that the money was given as a shareholding amount. The accused failed to call the said witnesses who signed Exhibit 2 series to testify. According to the investigator, the accused failed to give the police any valid information or evidence of payments made to the said persons during investigations.

Contradictions

WhatsApp communications- *Exhibit 3b* is a purported WhatsApp communication between the accused and Kwabena. Page 1 is dated August 2018 and page 2 is dated June 2022. The accused who indicated that he has lost contact with the said persons allegedly communicated with Kwabena in 2022. When asked about the discrepancies in respect of the date, he asserted that the date on the document is the date he took a screenshot of the conversation which is wholly untrue. He was asked: *I put it to you that these attached exhibits were*

procured recently- 1st June 2022 when this case happened somewhere in 2019 and therefore these documents are not authentic. He answered: This is not true and it should be clarified that every piece of information had their respective date on them. He was further asked: You have not been truthful; all your answers are based on untruth. The accused answered: This is not true. If you check the WhatsApp communication between Kwabena and me, there are indications of the dates on which these conversations transpired. What he is

referring to is the date I took a screenshot of those conversations. The prosecutor again asked: I finally put it to you that you used your position as head of Research at the Ghana Chamber of Commerce and also a strong member of your church to obtain the consent of the complainant to part with GHC 350,000 when you had no believe that you the said investment could yield 30-40% interest?

The accused said: That is not true. As I mentioned, I started with the GHC 3000 and made interest up to the time I met the complainant and told her about the investment...."

- The only date at the back of *Exhibit 3b* is 1st June 2022. This attest to the fact that his documents are not genuine. Moreover, in the alleged conversation dated 1st June 2022, the accused never made any mention of the said undertaking but requested screenshots of a book in which the said monies were recorded. This point to the fact that the said undertaking was recently procured by the accused. He was not candid to the court.

In the case of Yaw Obeng V. The Republic Criminal Appeal No.: H2/06/2019 - 29th May 2020 -Court of Appeal Kumasi – Justice Domakyaareh (Mrs), JA: stated:

"As a matter of fact, the irresistible and unavoidable inference

that can be drawn from the inconsistencies in the testimony and statements of the Appellant is that little or no weight is to be given to his evidence as his credibility was seriously impugned by the stark inconsistencies in his evidence on the Record. ... THE STATE V OTCHERE [1963] 2 GLR463 at 467 ... His Lordships held thus at Holding 14- "A witness whose evidence on oath is contradictory of a previous statement made by him whether sworn or unsworn is not worthy of credit and his evidence cannot therefore be regarded as being of any importance in the light of his previous contradictory statement unless he is able to give a reasonable explanation for the contradictions. This principle applies whether or not the previous contradictory statement was made by the witness at his own trial or otherwise..."

- The Facebook information on Ditch Investment Club (Exhibit 1 series) does not in any way show that the accused invested the said money with the said organization. Exhibit 1a only shows that one Arnold Bebiako allegedly invested some monies with the club and not the accused. From the totality of the evidence on record, there is no indication that the accused invested the said money and that he received an amount of GHC40,000 from the said investors which he gave to the complainant. It was only a bait to get more money from the complainants. The court find that the accused herein made a false representation to the complainants. The prosecution proved its case beyond reasonable doubt. The accused is hereby convicted of the offences. Taking into account the plea in mitigation, he is hereby sentenced as follows:

Count 1 – 5000 penalty units in default 20 months imprisonment with hard labour.

Count 2 – 5000 penalty units in default 20 months imprisonment with hard labour.

Count 3 – 5000 penalty units in default 20 months imprisonment with hard labour.

Count 4 – 5000 penalty units in default 20 months imprisonment with hard labour.

Sentence to run concurrently. He is ordered to refund the remaining balance to the complainant forthwith.

(SGD)

**H/H EVELYN E. ASAMOAH (MRS)
CIRCUIT COURT JUDGE**