



**GOVERNMENT OF SIERRA LEONE**

**COMMISSION OF INQUIRY NO. 67**

**SPECIAL COURT COMPLEX**

**JOMO KENYATTA ROAD**

**FREETOWN**

**SIERRA LEONE**

**REPORT**

**OF**

**THE HON. MR. JUSTICE WILLIAM ANNAN ATUGUBA**

**CHAIRMAN AND SOLE COMMISSIONER**

MARCH, 2020

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## **GENERAL OBSERVATION/RECOMMENDATIONS**

With regard to construction projects such as the Sewa Ground Market Project and the Road Projects, it is important to bear in mind that this Commission's mandate under C167 is mainly to unearth dishonest acquisition of properties through corrupt practices by the designated officials of State during their tenures of office. As also whether they caused financial loss to the State through deliberate or negligent acts, etc. With these construction Projects the misconduct hereinbefore referred to was not unearthed to the Commission by the evidence gathered.

In the circumstances the issues arising from them related to breach of contract in the execution of the contracts involved and these are properly redressable by the Attorney-General. In the case of lack of funds to finance the continuation of the Projects, it is a matter for the Ministry of Finance.

It also surfaced that conflicting legal opinions were held by various government bodies with regard to the same matter, see for example the Auditor-General's Report on the Accounts of Sierra Leone 2017 (at pages 297-300). This may be due to internal solicitors privately engaged by these bodies and therefore outside the control and supervision of the Attorney-General. This situation is unsatisfactory and calls for a Review.

The Commission's terms of reference could not allow it to deal with unsatisfactory conduct revealed by Persons not falling within the categories of persons mentioned.

### **ACKNOWLEDGEMENT**

I however acknowledge the complete independence accorded this Commission by His Excellency, Julius Maada Bio, the President of the Republic of Sierra Leone which is in marked contrast with other situations particularly in Africa. I also acknowledge the logistics amply provided me and my colleague Commissioners (despite initial challenges) to enable us perform our duties. I also appreciate the roles of the Attorney-General and the Coordinator of the Commissions of Inquiry in ascertaining challenges facing us and taking steps to have them redressed. I also highly commend Musa Mewa, a lawyer of only 7 years standing who shouldered the work of Counsel for the State almost singlehandedly and with great ability and dedication. I appreciate Mr. Solomon Thomas highly for handling the administrative aspects of this Commission very capably, so also Mr. Zainu Deen Sanusi and Mr. Morie Lengor.

# Report on Commission of Inquiry Constitutional Instrument No. 67 of 2018 (COI 3)

## 1

## INTRODUCTION

I **William Annan Atuguba** was appointed as Chairman and Sole Commissioner of Inquiry under the Commission of Inquiry Instrument 67. My terms of reference under the said instrument were as follows:

- (a) examine the assets and other related matters in respect of –
  - (i) persons who were President, Vice President, Ministers, Ministers of State and Deputy Ministers; and
  - (ii) Heads and Chairmen of Boards of Parastatals, Departments and Agencies within the period from November 2007 to April 2018
- (b) inquire into and investigate whether assets were acquired lawfully or unlawfully;
- (c) inquire into–
  - (i) persons who were President, Vice Presidents, Ministers, Ministers of State and Deputy Ministers; and
  - (ii) Heads and Chairman of Boards of Parastatals, Departments and Agencies;
- (d) ascertain as to whether the persons referred to in paragraphs (a) to (c) –
  - (i) maintained a standard of life above that which was commensurate to their official emoluments;
  - (ii) owned or were in control of pecuniary resources or property disproportionate to their official emoluments or there are evidence of corruption, dishonesty or abuse of office for private benefit by them;
  - (iii) collaborated with any person in respect of such corruption, dishonesty or abuse of office;
  - (iv) acted willfully or complacently in such a manner so as to cause financial loss or damage to the government, local authority or parastatal including a public corporation;
  - (v) acquired directly or indirectly financial or material gains fraudulently, improperly or willfully to the detriment of the government, local authority or a parastatal including a public corporation, statutory Commission, body or any university in Sierra Leone
- (e) to inquire into and investigate any persons or matters as may from time to time referred to the Commission by his Excellency the President.

I commenced my work of investigations into the matters reported hereunder on the 4<sup>th</sup> day of February 2019 and ended sittings of hearing on the 3<sup>rd</sup> day of February, 2020.

# REPORT

## 2. SALE OF TWENTY-NINE (29) GOVERNMENT QUARTERS

### PERSON OF INTEREST

#### ALHAJI IBRAHIM KEMOH SESAY

Former Minister of Works, Housing and Infrastructure.

#### ALLEGATION

That the Person of Interest sold 24 out of 29 government quarters “without any valuation to determine the actual market value of Government property”.

#### THE EVIDENCE

(a) Number of government quarters irregularly sold.

There has been some fluctuation regarding the number of government quarters involved in this allegation, whether 29 or 24. However matching the oral evidence with the documentary evidence, it emerges from exhibit BC2, a letter from the Person of Interest (POI) dated 5<sup>th</sup> December 2017, headed “**REQUEST FOR APPROVAL TO UNDERTAKE SALE OF THREE GOVERNMENT QUARTERS**” that the issue involved 27 out of the 29 government quarters sold by the Person of Interest. It is clear from the evidence of John Nathaniel Aristobulus Coker and Abraham Cooper that two (2) quarters were valued and a report submitted by a team of which they were members for sale to Mrs. F.S. Mustapha, Senior Permanent Secretary, Ministry of Mines and Mineral Resources, of house C-2 Cockerill North, Wilkinson Road, and E.S.A. Surrur, Secretary to Cabinet and Head of Civil Service (Rtd), of house HS10, Hill Station. These are the ones referred to at page 1 of exhibit BC2 as “**two sales have already been completed**”. The other three (3) relating to Dr. Owizz Koroma, Dr. Fanny Koroma and Ms. Sarieu Jalloh are clearly specified at page 2 paragraph two therefore together with their locations and assessed values and these were approved by the former President the same day, i.e. 5<sup>th</sup> December 2017. It is however clear that these five prior sales have been included in the list of government quarters totaling 29 and headed “**PROCEEDS FROM THE SALE OF GOVERNMENT QUARTERS,**” exhibit BC1.

While the evidence as to the assessment and valuation of the aforementioned two (2) government quarters is clear there is no such corresponding evidence in respect of the remaining quarters in exhibit BC1 inclusive of the three quarters expressly specified at page two paragraph 2 of exhibit BC2.

#### AUTHORITY TO SELL

I emphasize that the Person of Interest’s authority to sell the government quarters was never in issue. It is his manner of complying with that authority that is called in question. The Person of Interest had on the 27<sup>th</sup> day of July 2016 sent a memo to

Cabinet concerning a previous cabinet approval dated 16<sup>th</sup> May, 2001 regarding the sale of these quarters (**see exhibit attachment JTKG-2 to exhibit BC2. This was approved on the 1<sup>st</sup> day of August 2016 (see exh. BC).** In sum the 2001 Cabinet approval required, inter alia, valuation of the government quarters to be sold under the supervision of Technical Sub-Committee comprising representations from ministries of Works, Finance, etc.

In the terms of the 2001 cabinet decision on this Sub-committee it was to submit **“its proposals/recommendations thereon to Cabinet for its consideration”**.

On the 5<sup>th</sup> day of December, 2017 aforesaid the POI sought and obtained Presidential approval to **“proceed in implementing the other sales of quarters on a case by case basis consistent with CP (2016) 116.”** On the evidence before this Commission the reference by the POI in exhibit BC2 to **“CP (2016)116 was meant to as a reference to CP (2016) 118, aforementioned.**

There is no doubt that reading CP (2001) 105, CP (2016) 118 and exhibit BC2 together, the POI had authority to sell the government quarters on case by case basis valuation to be undertaken by a Cabinet Sub-Committee aforementioned, **“submitting its proposals/recommendations thereon to Cabinet for its consideration”**.

From the evidence presented and the arguments of Counsel for the State and for the Person of Interest the grievance of the State is that the POI having put together a team of valuers from the Ministries of Works, Housing and Infrastructure and Lands, Country Planning and the Environment nonetheless went ahead, issued a publication inviting applications from occupants of the various quarters and issued to the applicant's letters of offer signed and countersigned by the POI and his Permanent Secretary with a direction to pay the specified amount to a designated account at the Bank of Sierra Leone. Thereafter under the instructions of the POI, his Permanent Secretary, Joseph Tekman Kanu would forward a Memorandum, conveying the payment slip to the Ministry of Lands for the purpose of conveying title to the occupant of the quarters concerned. Therefore, even though the Conveyances of title were in the name of the Minister for Lands, Country Planning and Environment as Vendor the real seller was the POI. The Minister for Lands, Country Planning and Environment merely implemented the request of the POI to convey title to the beneficiaries listed in BC1, a document issued by the Ministry of POI and tendered in evidence without objection, CW57 Joseph Tekman Kanu, the then Permanent Secretary of the Ministry of POI.

I emphasize that the abandonment of the valuation exercise by the combined team from the Ministries of Works and Lands is not in dispute at all and indeed the addresses submitted by Musa Mewa, Lead Counsel for the State at my Commission and Africanus Sorie Sesay and at the hearing of oral submissions proceeded on that basis. The reason for the abandonment of the valuation exercise by the aforementioned team given by the members thereof before me was that the sales of the quarters had already been commenced (by POI). Inter alia, exhibit BC1 aforesaid

clearly establishes the list of these sales and their values even though the valuation team had not completed its work and submitted any report.

The POI, on the evidence effected the sales of 29 government quarters and excluding 5 of them aforementioned the residue of 24 were sold contrary to the terms of authority granted to the POI to effect their sale. The values attached to the sales of these 24 quarters were therefore arbitrary and capricious. The sales on the evidence however were to be on case by case basis for the benefit of occupants of these quarters who were civil servants and not on their market value as submitted by Musa Mewa Counsel for the State at my Commission of Inquiry.

It is to be expected that a case by case basis of assessment for sale to civil servants would involve differing values depending on inter alia, the salary levels of the officers involved.

Looking at the list of sales of all the 29 quarters in exhibit BC1 it will be seen that the 5 sales of government quarters that were made to aforementioned persons involved a single highest figure of 250,000,000 Leones in respect of F.S. Mustapha, Senior Permanent Secretary, Ministry of Mines and Mineral Resources, 60,000,000 Leones in respect of S.A. Surrur (Secretary to Cabinet and head of Civil Service (Rtd), 100,000,000 Leones in respect of Drs Owizz and Fanny Koroma and 80,000,000 Leones in respect of Ms. Sarieu Jalloh. By comparison of the residue of 24 quarters in respect of which the valuation was abandoned some of the sales were as high as 150,000,000 Leones (Franklyn B. Fawundu), 135,000,000 Leones (Vicky Jusu), 130,000,000 Leones (Edward Turay) as samples. The rest ranged between 100,000,000 Leones and 60,000,000 Leones.

Thus, it cannot be said that the abortion of the valuation by the aforementioned Valuation Team due to the commencement of sales of the remaining 24 quarters has prejudiced the interest of the State at all or significantly. Recalling that these quarters were described as run-down liabilities to the Government of Sierra Leone as far back as the year 2001 and again 2016 one can imagine their further deteriorated conditions and corresponding values in the year 2020. A revaluation of these properties will engender financial prejudice to the State of Sierra Leone.

## **RECOMMENDATION**

On a full and fair view of this matter it is recommended that the Person of Interest herein be reprimanded for violating his authority aforesaid in order to stem the tide of impunity in the exercise of public official power by officials of State in Africa of which this is an instance in Sierra Leone. With that this matter should be laid to rest.

### 3. SEWA GROUNDS DEVELOPMENT PROJECT

#### PERSONS OF INTEREST

1. **Dr. Ernest Bai Koroma (former President)**
2. **Joseph Sedu Mans (former Director-General of NASSIT)**

#### 1. **DR. ERNEST BAI KOROMA**

Allegation – That he influenced payments to contractors notwithstanding several irregularities for which NASSIT had withheld funds.

The Sewa Ground Project was one for the construction of a modern market, a car park and relocation of an affected school.

On the 21<sup>st</sup> day of November, 2014 NASSIT awarded the contract to MKD Jazz Distribution and Construction Company (the contractor) for the said Project. The contract was to be executed within 2years from the handing over of the site to the contractor. However, the former President, Dr. Ernest Bai Koroma had made a commitment that the Project would be ready by 27<sup>th</sup> April 2015.

In the circumstances the contractor made a commitment to the President to complete the contract within one year. (See letter from CIP to the Director-General of NASSIT dated 3<sup>rd</sup> December 2015, attached to exhibit BF2). This led the said former President to direct payment to be made by NASSIT to the contractor without comprehensive evaluation of the works on the ground against monies paid by NASSIT. In doing so the former President clearly violated the proper procedures for such payments.

#### **Effect of the Presidential Interference**

Counsel for the State, Mr. Musa Mewa submitted that the “**breach in procurement procedures and abuse of office by the former President and other Persons of Interest has caused the State loss to the extent that the Project has not been completed and therefore the investment has gone bad and the State has not realized value for money expended on the project**”. This raises a question of causation and therefore there must be a clear nexus between the default and the resultant outcome thereof. There is no evidence that the payments made to MDK Jazz on the presidential directives were over-bloated or undeserved. Indeed the Report on my visit to the *Locus in quo* (the Sewa Grounds) exhibit BF25, though showing that the Project is not completed, does not query the payments made to the contractor as excessive in relation to the quantity or quality of the work done by the Contractor. At page 3 of exhibit BF25 it is stated that the total sum paid to the Contractor is \$18,262,972.71 whilst the total sum of valued work executed by the contractor is \$20,355,838.58. This latter sum is maintained in the Valuation Report attached to exhibit BF25. Both in the oral evidence of Mohammed Abdulai Conteh, Senior Quantity



Surveyor Asst and in the Report exhibit BF25 co-signed by Ing. Abdul J.D. Shaw, Acting Chief Engineer of the Ministry of Works and Public Assets, it is shown that the authors of exhibit BF25 considered the relevant factors and documents necessary for the same. Indeed, under cross-examination by J.K. Fitzgerald, Counsel for the former president Mohammed Abdulai Conteh, aforementioned admitted that as a professional he observed a money for value investment in relation to the Sewa Ground Project.

## 2. **JOSEPH SEDU MANS, FORMER Director-General of NASSIT**

Mr. Mewa submitted that this Person of Interest “**failed in his responsibilities to take steps to protect the Trust’s Investment in the Sewa Ground Project (see the *Locus in quo* 18<sup>th</sup> September, 2019 and report)**” I understand this allegation to relate to the ocular observations perceived at the *Locus in quo* visitation and the incomplete execution of the Project. The visit revealed that a ramp is too narrow for the use of 2 disabled persons going in opposite directions. Mr. Freddie Jones explained that this ramp was an addition by the contractor. I also observed that the staircases were narrow but was told by the Engineers that it was so as on the Design but upon completion it would lengthen out as a result of the finishing works on it. I was also told that defects in construction are normally rectified at the completion stage, examples are minor cracks and damping walls (see p.3 of exhibit BF25). With regard to technical matters of execution of the contract the proper person to look to is the supervising consultants.

### **LAPSE**

The real lapse of this Person of Interest is the failure to take action when the Supervising Consultant, Capital Infrastructure Partners (CIP) failed in their duty to produce a comprehensive valuation of works on the ground against monies paid by the Trust to M.D.K. Jazz company. The evidence of Dr. Braimah Ibrahim Baimba Kargbo shows that much delay in furthering the contract works by MKD Jazz Distribution and Construction Company was caused by the inability of CIP to produce a comprehensive valuation aforesaid. Due to preliminary difficulties such as vacant site for the Contractor, Ebola Outbreak, etc. MKD Jazz Company commenced construction work on the Project in late May 2015 (see exhibit BF16) and had to be extended to February 2017. Yet it was not until 30<sup>th</sup> June 2017 that the Person of Interest served the defaulting CIP with notice of termination of their consultancy contract on the ground that the same had lapsed due to the sheer effluxion of time under the same. Despite this it was not until 20<sup>th</sup> February, 2018 that an award letter was issued to the replacing consultants, Quanticost Associates Limited at an additional cost of \$872,712.19. Even there no effective contract was, on the evidence of Dr. Braimah Kargbo aforementioned concluded between the parties and also NASSIT had exhausted all its payments except for the defect liability period.

## **RECOMMENDATION**

The 1<sup>st</sup> Person of Interest, Dr. Ernest Bai Koroma, former President of Sierra Leone unduly put pressure on NASSIT and MKD Jazz Distribution and Construction Company to fully execute the works on the Sewa Grounds Project within a year, so as to satisfy his commitment to the market vendors and this led the Procurement Committee of NASSIT and the National Public Procurement Authority to resort to sole sourcing rather than international competitive bidding in view of the huge cost of the Project and the Provisions of the National Public Procurement Act No. 11 of 2004 and relevant Regulations. In so doing the 1<sup>st</sup> Person of Interest hoisted his executive expediency over and above the requirements of good governance and proper financial management and should be reprimanded for this.

The second Person of Interest Joseph Sedu Mans, former Director-General of NASSIT should be reprimanded for his indolence in not initiating and pursuing the necessary steps for the termination of the Consultancy Service contract between NASSIT and CIP aforesaid as well as not seeing to the preparation of an effective Consultancy Service Agreement between NASSIT and the new Consultant, Quanticost Associates Limited. The Sewa Grounds Project, though substantially executed lies in limbo with regard to its uncompleted residue and ought to be reactivated under a new Director-General of NASSIT. Mr. Joseph Sedu Mans should be surcharged for any resultant losses that the State suffers from the execution of the Sewa Grounds Project as a thorough audit inquiry may reveal to be attributable to his defaults.

## **COMPENSATION TO DISPLACED VENDORS**

It is quite clear from the evidence of Mohammed Burah Kamara, Haja Musu Ngunyor, Mohammed Kallon, and others that not all the vendors on the Sewa Market Grounds have received compensation in respect of their demolished shops. The evidence further shows divergence between the exhibits relating to the payment and authentic documentation when matched against, inter alia, the oral evidence; see particularly exhibit BF5 (the witness statement of Fatmata Hannah Mansaray and its attachments and exhibits BF6 and BF7 the witness statements of Lawrence Lansana and attachments).

## **RECOMMENDATION**

A full picture of these compensations will only emerge at a special audit and the relevant remedies ascertained. There must be adequate public information about such measures so as to reach the ordinary folk affected thereby.

## **4. GRANT OF GOVERNMENT LAND TO ALHAJI IBRAHIM KEMOH SESAY**

## **PERSONS OF INTEREST**

1. **ALHAJI IBRAHIMKEMOH SESAY**
2. **DR. SAM SESAY**
3. **DR. ERNEST BAI KOROMA**

## **ALLEGATION FRAUDULENT COMPENSATION FOR LAND**

The State Alleges that the 1<sup>st</sup>Person of Interest herein was fraudulently compensated for the demolition of his house which he was constructing on land belonging to the Ministry of Education.

## **THE EVIDENCE**

It is very clear from the Conveyance numbered 117/2014 appearing at Volume 122 page 85 of the Registrar-General's Records that the land in issue here, situate lying and being at Regent Road, Regent-Hill Station Freetown was granted and conveyed to the 1<sup>st</sup> Person of Interest herein, Alhaji Ibrahim Kemoh Sesay as compensation for his demolished building on a land "**situate, lying and being at Regent Road, Regent-Hill Station**", see exhibit AZ. The Recitals of this Conveyance, exhibit AZ state as follows:

"WHEREAS

1. **The Grantor** is siesed in fee simple absolute or otherwise entitled to the freehold estate of the piece or parcel of land situate lying and being at Regent Road, Regent-Hill Station, in the Western Area of the Republic of Sierra Leone more fully described in the schedule attached hereto;
2. **The Grantor** has acquired a piece or parcel of land an a three storey erected building belonging to the Grantee for the construction of a University at Regent Road, Regent-Hill Station to promote the Education of citizens of Sierra Leone;
3. **The Grantee** has surrendered the said land and three storey erected building to the **Grantor** so as for the Grantor to relocate him;
4. **The Grantee** has agreed with the Grantor to be allocated the piece or parcel of land hereinafter described in the schedule attached hereto;
5. **The Grantee** is now desirous of having this property vested in him in fee simple absolute in possession;

The sole question is did Alhaji Ibrahim Kemoh Sesay own the said land on which his demolished building stood? The answer, on the evidence is clearly in the negative. It is undisputable that the building which the Person of Interest was constructing on the land in question was demolished, though the Person of Interest chose to do the

demolition himself in order to save his tons of iron rods involved, was an act of trespass.

Inter alia, the statement of Dr. Lewis Farmer submitted to the Secretariat of this Commission on the 25<sup>th</sup> day of June 2019 and admitted in evidence as exhibit AZ3 clearly shows that the land on which the demolished structure of the Person of Interest stood belonged to the Ministry of Education, Science and Technology and when he, Director of Surveys and Lands at the time, noticed the construction works being carried out on that land he drew the attention of Dr. Minkailu Bah the then Minister of Education who undertook to take up the matter with the then President, Dr. Ernest Bai Koroma to ensure its demolition. In evidence before this Commission Dr. Lewis Farmer testified under cross examination that when in 2013, he signed a site plan, exhibit AZ5 intended for the Person of Interest he did not know that the land belonged to the Ministry of Education. Apart from exhibit AZ5 which is no evidence of title there is no scintilla of evidence of the Person of Interest's title to the said land and none is referred to in the Recitals as root of title or surrendered to the State. The impropriety of the transaction is highlighted further by the fact that it conveys even a right of way as part of the grant to the Person of Interest. This clearly shows the incidence of undue pressure on the State officials who had to have the grant processed. Exhibit AZ9, the Statement of Tamba Sahr Dauda refers.

I therefore find that the conveyance of the land (per exhibit AZ) which was a nursery ground for the Forestry Division of the Ministry of Agriculture, Forestry and Food Security was a fraudulent act of compensation for the land therein recited as belonging to the Person of Interest upon which his house was destroyed under an alleged agreement whereunder the State acquired the same in exchange for the nursery land granted and conveyed to him aforesaid.

It is incontrovertible that the Person of Interest sold two portions of the State land granted and conveyed to him aforesaid to (1) Hilal Toufic Kange (exhibit AZ6) for US\$75,000 and (2) Winners Chapel International (exhibit AZ10) for US\$60,000.

## **2. PERSON OF INTEREST – DR. SAM SESAY**

Mr. Africanus Sorie Sesay, Counsel for Dr. Sam Sesay submitted that there is no evidence connecting this Person of Interest with any wrongdoing apart from hearsay evidence.

Mr. Mewa Lead State Counsel has submitted that this Person of Interest (Dr. Sam Sesay); then Minister for Agriculture, Forestry and Food Security ought to have acted to protect the nursery land together with a right of way from being lost by way of a grant-to-Alhaji Ibrahim Kemoh Sesay aforesaid. However, there is ample evidence from the oral evidence of Dr. William Farmer, Retired Director of Surveys and Lands and in his statements, exhibits AZ2 and AZ3 that the then Minister of Lands, Musa Tarawally and Dr. Sam Sesay as well as himself were under pressure from Alhaji

Ibrahim Kemoh Sesay; significantly the then Minister of Political Affairs with presidential backing from the then President, Dr. Ernest Bai Koroma to grant the said land to Alhaji Kemoh Sesay. Indeed, according to Dr. William Farmer in exhibit AZ3 when he drew the attention of Dr. Minkailu Bah, then Minister of Education, Science and Technology to the trespass activities on the land belonging to his Ministry he was furious but said he would take up the matter with the then President, to ensure the demolition of the unauthorized structure of Alhaji Ibrahim Kemoh Sesay. The political stature of Alhaji Ibrahim Kemoh Sesay (then Minister for Political Affairs) and the then President, Dr. Ernest Bai Koroma was very clear and considerable.

### **3. PERSON OF INTEREST**

#### **Former President Dr. Ernest Bai Koroma.**

The allegation against him is abuse of his office in ordering the grant of the nursery land to Alhaji Ibrahim Kemoh Sesay as compensation for his demolished building which he put up as a trespasser on land belonging to the Ministry of Education. The right to compensation belongs to bona fide owners of land appropriated by the State, but not to trespassers or squatters like Alhaji Ibrahim Kemoh Sesay.

### **RECOMMENDATION**

1. Alhaji Ibrahim Kemoh Sesay should refund to the State the total amount of US\$135,000.00 he realized from the fraudulent grant to him of the said nursery land by way of sales of plots of the same to Hilal Toufic Kange and Winners Chapel which sales are said to cover the entire nursery land.
2. On the evidence, Dr. Sam Sesay acted under huge political pressure in not standing in the way of the grant of the nursery land of the Forestry Division of the Ministry of Agriculture, Forestry and Food Security to Alhaji Kemoh Sesay and though not a legal defence, it would be unrealistic and unduly legalistic to make any adverse finding against him in this matter.

Were accountability for official power enforced to the magnitude that has been begun by the establishment and terms of reference of the current 3 parallel Commissions of Inquiry, in previous times, the situation would have been different.

3. The former President, Dr. Ernest Bai Koroma clearly orchestrated a fraudulent compensation in the form of the grant of the freehold estate of the nursery land to the squatter, Alhaji Kemoh Sesay, aforesaid but there is no evidence that he personally benefitted from that act. He however abused his executive power as President of Sierra Leone and should be seriously reprimanded therefore.

## **5. ILLEGAL AWARD OF CONTRACT OF OVER US\$5,000.000 TO BARROWS CONSTRUCTION LTD FOR THE LUNGI TERMINAL BUILDING REHABILITATION PROJECT**

### **PERSONS OF INTEREST**

- 1. Leonard Balogun Koroma**
- 2. John Sesay**
- 3. Sylvester Earl Osmond Hanciles**
- 4. Ambassador Henry Macauley**
- 5. Vandi Chidi Minah**

### **ALLEGATION**

The State complains that the award of contract to Barrows Construction Ltd for the Lungi Terminal Building Rehabilitation Project without advertisement for competitive bidding since the contract sum of US\$5,209,691 exceed the sum of 900 million Leones was contrary to Sections 38, 39 and 40 of the Public Procurement Act, 2016. As the Project was undertaken in 2011 the then applicable law was the Public Procurement Act No. 14 of 2004, but the relevant provisions of the two Acts are the same.

### **THE EVIDENCE**

The common thread in the evidence led is that this Lungi Terminal Building Rehabilitation Project was introduced to the Sierra Leone Airport Authority by the then Government of Sierra Leone.

It is not clear on the evidence on what date the Project was introduced and in what terms. It however came with Barrows Construction Ltd, inter alia. The then Sierra Leone Ambassador to Nigeria, Henry Macauley introduced Barrows Construction Ltd to the Government of Sierra Leone and the Sierra Leone Airport Authority. As regards the latter the said ambassador is said to have been in the company of then Minister of Transport and Aviation whose identity is difficult to ascertain.

What however is clear on the evidence is that the SLAA sought and obtained the approval of the National Public Procurement Authority to sole source the contract for the Rehabilitation Project. On the evidence this resort to sole sourcing is reasonable since the Project was meant to be ready within about 3 months (see the evidence of David Mendy Kargbo and Alimamy Ahmed Gibirl Touray). In the circumstances I am unable to make any adverse findings against the persons of Interest, who were at one time or the other the Minister of Transport and Aviation. At best this Airport Terminal Rehabilitation Project was a hybrid one, introduced by the Central Government of Sierra Leone which was to fund 30% of it and the 70% was to come from other sources. Significant amounts of money were paid directly by Central Government to Barrows Construction Ltd though the Sierra Leone Airport Authority was asked to bear some costs.

## RECOMMENDATION

In such a confused state of affairs the Sierra Leone Airports Authority (SLAA) did its best to infuse the procurement process into the said project as far as it could, (see exhibits AV and AV2 inter alia).

However the evidence strongly suggests a breach of contract on the part of Barrows Construction Ltd and since it has not been heard in these proceedings the best thing is to leave it to the Attorney-General to take such steps with the aid of such State institutions or otherwise that may be deemed meet with regard to any appropriate liability to the State of Sierra Leone on the part of that Company.

## 6. PROCUREMENT AND PURCHASE OF 100 BUSES BY MINISTRY OF TRANSPORT AND AVIATION

### PERSONS OF INTEREST

1. **Dr. Ernest Bai Koroma former President of Sierra Leone**
2. **Leonard Balogun Koroma former Minister of Transport and Aviation**

### ALLEGATIONS

Mr. Mewa, Counsel for the State has submitted that the “Persons of Interest like former Minister of Transport and Aviation, (Leonard B. Koroma) to name but a few, influenced the award of the contract without any bidding process by issuing an executive clearance not to follow procurement procedures and practice”.

There is no doubt from the evidence of Unisa Dumbuya, Procurement Officer and Head of Procurement Unit of the Ministry of Transport and Aviation, at all relevant times, that the Ministry of Transport and Aviation under its then Minister, Leonard Balogun Koroma purported to push through a contract for the procurement of 100 buses (initially, 130 buses) from Polytechnologies Inc. using solely executive Presidential approval of the proposal of the said Minister. However, when the draft contract was submitted for vetting by the Attorney-General the latter insisted on compliance with the Procurement Laws, see exhibit AX dated 4<sup>th</sup> March 2014 headed **“CONTRACT FOR THE SUPPLY AND DELIVERY OF BUSES AND EQUIPMENT.”** Pursuant to this the Procurement Committee met, deliberated and unanimously approved a sole source procurement offer to Poly Technologies Inc of China, aforesaid, see exhibit AX2 being Minutes of the Procurement Committee meeting dated 12<sup>th</sup> March 2014. There is no doubt that there was a compelling need to resort

to sole source procurement method, see particularly exhibit AX4 headed **REQUEST FOR “NO OBJECTION” FOR THE USE OF SOLE SOURCE FOR THE PROCUREMENT OF THE BUSES**” from the Permanent Secretary of the Ministry of Transport and Aviation dated 24<sup>th</sup> March 2014 addressed to the Chief Executive, National Public Procurement Authority and exhibit AX3 with same heading as exhibit AX4 dated 14<sup>th</sup> March 2014 to the same addressee. No wonder the Procurement Committee of the Ministry of Transport and Aviation at its said meeting of 12<sup>th</sup> March 2014 unanimously resolved in the third bullet of its Resolutions as follows: **“That considering the fact that an Executive Clearance was issued by His Excellency for the procurement of the 100 buses by Poly Technologies Group – China and it was approved, and also looking at the chaotic transportation problem within the country especially in the Western Area, the procurement Committee unanimously agreed that the Sole Source Procurement Method be used for the procurement of the 100 buses.”**

It cannot therefore be said that the contract for the supply of the 100 buses was a result of improper influence by the Persons of Interest herein. Indeed, it is important to emphasise that the National Public Procurement Committee did not lightly consent to the sole source procurement method herein. It did so after raising concerns and giving advice to the Procurement Committee of the Ministry of Transport and Aviation see particularly exhibits AX5 dated 26<sup>th</sup> March 2014, AZ6 dated 8<sup>th</sup> April 2014 and exhibit AX7 dated 26<sup>th</sup> March 2014. Consequently, the Attorney-General per exhibit AX9 dated 17<sup>th</sup> April, 2014 approved the draft **“CONTRACT FOR THE SUPPLY AND DELIVERY OF BUSES AND EQUIPMENT”**.

It is however established that the purchase of the 100 buses was not part of the Ministry of Transport and Aviation Annual Procurement Plan. But it must be noted that the chaotic transport problem in Sierra Leone gathered greater acuteness at the time of the procurement of the 100 buses (see references to exhibits aforementioned) and government lacked the financial means to remedy the situation, see the evidence of Tommy Tamba Tengbeh the Acting Chairman of the Procurement Committee of the Ministry of Transport and Aviation and Alhaji Abubakarr Carew, all under cross-examination. It is in this light that the flexible terms of deferred payments offered by the contractor after an initial advance of 20% of the contract sum of over \$12 million dollars must be viewed.

It is also complained that the contract was awarded despite its magnitude without a supervising consultant. It is doubtful whether this additional cost to the nation should readily be resorted to. On this score the National Public Procurement Committee in exhibit AX5 dated 26<sup>th</sup> March, 2014 aforesaid opined at the second page thereof that local experienced transport businessmen should be consulted.

This is a reasonable view to take.

There is also the unparticularized complaint about mismanagement, embezzlement of project and funds in the address of Musa Mewa on this matter. But the trend of the



evidence adduced by him before this Commission may be pointing to the breakdown of some of the 100 buses possibly before the expiration of the expected period of 4 years.

Isaac Conteh, the Head of the Finance Department of the Sierra Leone Road Transport Corporation at all relevant times, said the 100 buses started running in July, 2015. As at the time of his evidence before this Commission on 19<sup>th</sup> June 2019 the current state of the buses is as follows: 38 running, 40 on short term repairs, 9 on long term repairs and 13 as possible write offs. See also attachment to exhibit AX18 dated 15<sup>th</sup> June 2019. There was no evidence in explanation of this state of affairs so as to indicate culpability on the part of anyone. Nor is this a bleak situation. It cannot be said that the expected life span of 4 years of the buses has not been substantially attained between July 2015 and 19<sup>th</sup> June 2019. The witness further said that about 50% of the buses were of 19-seater capacity meant for City Service operations, 30 of them were of 46-seater capacity and 20 were of 30-seater capacity. It is also said that owing to insistence by government the City Service buses were run on a fare of 1,000 Leones instead of 2000 Leones recommended by the Sierra Leone Road Transport Corporation. Consequently, the buses were run at a loss as regards cost recovery. It is however significant that this witness said under cross examination that before the arrival of the 100 buses there were only 18 operational buses in Sierra Leone. He even said that as a Transport Corporation 118 buses could not sustain the operation of an effective Public Transport System. The provision by the State of a Public Transport System has the welfare of the Public as its main objective and not commercial viability.

Contrary to the State's claim Jolly Williams, a Training Manager of the Sierra Leone Road Transport Corporation said the buses arrived with spare parts for post-delivery servicing of the vehicles. He testified that the buses came with 2 mobile workshops with tools and equipment fitted for the repairs of the buses anywhere in the country. See also exhibit AX17 dated September 2015 (at pages 28-29).

The allegation that the buses had the same unit price though of different capacities is not borne out by Article 3 of exhibit AX12 (the contract document for the supply of the buses) or any other evidence.

Further on the unparticularized issue of mismanagement there is ample evidence that on the directives of the Ministry of Finance in granting approval for the Project, a high-powered Steering Committee was set up to oversee the Project Implementation Unit in the operation of the buses. From the evidence of Alhaji Abubakar Carew, the then Permanent Secretary to the Ministry of Transport and Aviation, the said Steering Committee was not functioning well at the time he was leaving office in April 2017. Kaien Jean Baimaro, Senior Assistant Secretary of the Ministry of Transport and Aviation, gave similar evidence. He however said that after the Steering Committee became dysfunctional, he did not know how monies were withdrawn from the escrow account for the running of the buses or how decisions were taken.

The evidence clearly does not portray the character and impact on the operations of the 100 buses that ensued from the time the Steering Committee became dysfunctional, so as to point to culpability on the part of the 2<sup>nd</sup> Person of Interest, herein, Mr. Leonard Balogun Koroma, the then Minister of Transport and Aviation.

## **RECOMMENDATION**

The 2<sup>nd</sup> Person of Interest took steps towards the procurement of the 100 buses based on Executive clearance for the same so as to avoid political embarrassment looming from the acute public transportation situation in the country without regard for good governance statutory procurement procedures and should be reprimanded accordingly. In issuing executive clearance to the second person of interest to purchase the 100 buses through Polytechnologies Inc. the first Person of Interest, Dr. Ernest Bai Koroma, former President of Sierra Leone displayed disregard for good governance statutory procurement procedures and should be reprimanded accordingly.

As to the allegation of embezzlement of public funds, Mr. Mewa, in his oral submissions before the Commission said that aspect should be considered under the Assets of the 2<sup>nd</sup> Person of Interest. So be it.

## **7. PURCHASE OF PILOT BOAT FOR SIERRA LEONE PORTS AUTHORITY**

### **PERSON OF INTEREST**

**Captain Benjamin O.N. Davies  
Former General Manager of the Sierra Leone Ports  
Authority.**

#### **Service on Capt. Davies**

He could not be found for personal service but several notices were posted on his Residence and publications made in the Media.

## **ALLEGATION**

That he unlawfully and corruptly handled the purchase of a 14 metre Pilot boat for the Sierra Leone Ports Authority (SLPA).

### **The Evidence**

The evidence before the Commission was not challenged since Capt. Davies neither appeared before the Commission personally nor through Counsel.

Oral evidence by Ibrahim Abdulai Kamara, Company Secretary and Legal Affairs Manager of the Sierra Leone Ports Authority, Sidi Alieu Bakarr, a Mechanical Engineer of Cemmat Company Group, as well as exhibits BD – BD10 covering correspondence and other matters relating to the award of the contract to a company called Davis & Dann for the procurement of the boat clearly show that Capt. Davies masterminded the irregular and corrupt award of the contract for the purchase of the said pilot boat at US\$1,600,000 (one million, six hundred thousand United States Dollars). The irregularities in the award of this contract are particularly summarized in exhibit BD10, a summary report of a Special Committee of the Board of Directors of the Sierra Leone Ports Authority to investigate the Pilot Boat matter. Inter alia, no evaluation committee was set up to evaluate the bids for the award of the contract, no procurement and Awards Committee was set up to award the contract. The conditions listed in exhibit BD, letter from the National Public Procurement Authority (NPPA) dated 8<sup>th</sup> March, 2010 for granting approval to the SLPA to procure the pilot boat through limited international competitive bidding were flouted.

Inter alia Davis and Dann are general brokers and not ship builders as required by NPPA, there was no evidence of approval of the transaction on the pilot boat by the Ministry of Transport and Aviation as required by the NPPA nor was the contract on the pilot boat vetted by the solicitor of SLPA as required by the NPPA.

Furthermore, though the contract document required a caterpillar engine Davis & Dann rather supplied an Iveco engine which is cheaper and less robust than that of a caterpillar and whereas the contract required 1.0m draft the said company rather supplied 0.8m draft. As a result of these infractions, as stated in the Company Secretary's letter to Davis and Dann, exhibit BD4 dated 4<sup>th</sup> October 2011, "the overall condition of the boat has resulted to making her prone to sea accidents especially during the rainy season when the sea is rough. She has just been un-shipped after a serious sea accident as she was forcefully drifted off course against a giant rock where both rudders got missing, the top deck railing and canopy windows were broken, main propeller shaft bent, and propeller blades broken". No wonder, as stated at page 1 paragraph (a) of exhibit BD10 "The Harbour Division who are the operators believe it is unseaworthy and unsuitable".

The Commission emphasizes that Capt. Davies had a conflict of interest in this pilot boat purchase. The evidence clearly shows that Capt. Davies, then in the private

sector represented Davis & Dann in the bid opening for the award of the contract for the boat in August 2009 and by September 2009 he became the General Manager of the Sierra Leone Ports Authority. Hence his colourable role in the award of the pilot boat contract. He produced no evidence that he had disassociated himself from Davis and Dann on becoming the General Manager of the SLPA. Having regard to the evidence of his manoeuvred award of the contract to Davies and Dann any claim of disassociation from that company by him is clearly farcical. His covert acts in the award of the pilot boat contract infringed the Procurement Laws.

## **RECOMMENDATION**

Any service derived from the pilot boat is far outweighed by the inconveniences and maintenance costs incurred by the Sierra Leone Ports Authority. Consequently, the whole purchase price of the pilot boat of \$1,600,000 should be recovered from the Person of Interest, Captain Benjamin O.N. Davies, former Director General of the Sierra Leone Ports Authority.

## **8. THE ROAD MAINTENANCE FUND ADMINISTRATION PERSONS OF INTEREST**

### **ALLEGATIONS**

#### **THE ROAD MAINTENANCE ADMINISTRATION FUND**

Mr. Mewa Counsel for the State submitted that the Road Maintenance Fund Administration acted outside its mandate by funding road works that were not road maintenance works but rather were of construction and rehabilitation of roads.

Sections 1, 9, 17, 18 and 19 of the Road Maintenance Fund Administration Act, 2010 are very germane. They are, as far as relevant, as follows:

Interpretation

1. In this Act unless the context otherwise requires – “activity” means the supply of goods, services or works in relation to the construction or maintenance of roads;

“Administration” means the Road Maintenance Fund Administration established by section 2;

“Authority” means the Sierra Leone Roads Authority established by the Sierra Leone Roads Authority Act, 1992;

“Board” means the Board of Directors appointed under section 3;

“Chief Executive Officer” means the Chief Executive Officer appointed under section 10;

“civil society” means a group of members of the public identified as relevant to the functions of the Administration;

“core road network” means the primary and secondary roads forming part of the national road network’

“core road programme” means a programme approved under section 19;

“financial year” means the financial year of the Administration;

“Fund” means the Road Maintenance Fund established by section 16’

“local council” means a local council established under the Local Government Act, 2004.

“Minister” means the Minister responsible for finance

“national road network” means all roads and ferries in Sierra Leone

### **PART III – FUNCTIONS OF ADMINISTRATION**

9. (1) The object for which the Administration is established is the proper, efficient, economic and sustainable management and administration of the fund.
- (2) Without prejudice to the generality of subsection (1), it shall be the function of the Administration to-
- (a) manage and administer the fund;
- (b) subject to this Act, approve the amount of funding to be made available to the Authority from the Fund for the performance of the Authority’s functions;
- (c) effectively monitor the use of monies allocated from the Fund;
- (d) approve any application from any local council or body for funding from the Fund, of any road-related activity.
- (e) do all other things as will contribute to the attainment of the object stated in subsection (1).
- (17) (1) The Fund shall be used to defray the cost of maintenance of the core road network
- (2) Without prejudice to the generality of subsection (1) the Fund shall be used-
- (a) for road maintenance activities of the Authority;

- (b) to defray the cost of any insurance premium; and
  - (c) for any other expenditure related to the achievement respectively of the objects for which the Administration and the Authority are established.
- (3) In approving the amount of funding for the Authority's activities, the Administration shall take into consideration-
- (a) the need for the creation of an economically efficient core road network by the Authority;
  - (b) any monies appropriated by Parliament for the purposes of the Authority; and
  - (c) any grants loans or donations from any person or organization for the purposes of the Authority.
18. (1) Not later than three months before the commencement of each financial year, the Authority shall submit to the Administration in a form determined by the Administration, a core road programme and a request for its funding for the ensuing financial year,
- (2) The request shall set out in respect of the financial year-
- (a) Particulars of each new activity or project to be undertaken;
  - (b) Each activity or project to be continued from the previous financial year
  - (c) The estimated amount to be expended on each activity or project;
  - (d) Any monies appropriated or to be appropriated by Parliament to the Authority or any grants, loans or donations made by a person or body in respect of any activity or project;
  - (e) Any other monies that will accrue to the Authority from any other source and which will be applied for the activity or project;
  - (f) The estimated value of any assets, equipment, human and other resources which will be available for the activity or project and which may have the effect of reducing the funding required.
19. (1) Not later than two months before the commencement of a financial year the Administration shall approve a core road programme relating to that financial year.
- (2) An approved core road programme shall contain particulars prescribed by the Board.
- (3) Before approving a core road programme, the Administration shall ensure that it contributes to the achievement of the object for which the Administration is established.

- (4) The Administration may, at the request of the Authority amend the approved core road programme where a change in circumstances affecting the programme so requires; but an amendment shall not affect any allocation made under section 17 or make a new allocation of funds in respect of the programme.
- (5) The Administration may make an approved core road programme and every amendment made to it available for inspection at its offices and shall publish them in the Gazette and in a newspaper.

It cannot therefore be said that the Road Maintenance Fund Administration is limited in its funding mandate, to only the maintenance of roads, even though that might be its principal function.

### **RECKLESS CONTRACTION OF LOANS**

It is alleged that the RMFA, inter alia, recklessly incurred loans from various banks such as the Sierra Leone Commercial Bank, Rokel Commercial Bank and Commerce and Mortgage Bank amounting to 80 billion Leones. These loans were contracted to finance payments to contractors for work done on roads rehabilitation contracts which the Ministry of Finance, due to financial constraints had transferred to RMFA. See the evidence of Blanche Gooding and exhibit AL2 dated 4<sup>th</sup> July, 2017 headed **“Re: TRANSFER OF WATERLOO TOWNSHIP ROADS TO THE MINISTRY OF FINANCE AND ECONOMIC DEVELOPMENT”**

It is said that at the time of contracting the said loans the financial standing of RMFA was weak due to low revenues from fuel levies owing to the folding up of many fuel using companies due to the Ebola outbreak. However no clear evidence of the magnitude of such folding up was adduced. Indeed, Blanche Gooding testified that at a prebudget meeting with the Ministry of Finance the then Financial Secretary, Edmund Koroma assured the RMFA of a 500 Leones increment per litre from the presentations they made to the Ministry of Finance concerning the Road works that the Ministry had instructed them to finance. This was because RMFA had lost revenues from the fuel levy due to government’s subsidy of fuel. It is difficult to think that in agreeing on a 500 Leones increment per litre of fuel both the Ministry of Finance and the RMFA had no reasonable expectation of earning the resultant revenues. Indeed, it is apparent that at the time the RMFA was entrusted with the Ministry of Finance’s road rehabilitation financial burdens the Ebola crisis was over or substantially over. Exhibit AL2, aforementioned in the 4<sup>th</sup> paragraph thereof states as follows:

*“You will recall that it was the MoFED who, in September, 2015 requested the RMFA’s ‘NO-OBJECTION’ to finance the above project “with the understanding that all new rehabilitation projects 2015-2018 are to be funded by the RMFA” (a copy of your letter is attached for ease of reference). The Administration had hoped and counted on the MoFED’s support for its effective functioning.”* See also exhibits AL1, AL3-AL5.

It is significant that the said request of MOFED was made “in September, 2015”. However, James Gbondo Faya, a Civil Engineer of SLRA testified that in 2014 he was mandated to supervise the road contract works of BEGEC/TP as well as a Chinese Company known as CRSG, but though the latter commenced works in 2014 it halted them due to the Ebola crisis but resumed them effectively in March 2015 and he joined them as Project Manager in July 2015. He further testified that CRSG completed the Project well and even did additional works to stop flooding though within the same contract cost. I am therefore unable to agree that at the time of the contraction of the loans by RMFA there was any Ebola crisis or a serious such crisis. It is also clear on the evidence of the said James Gbondo Faya that the Ministry of Finance did not implement their assurance to RMFA of an increment of 500 Leones per litre of fuel. However, it should be clear that that assurance gave RMFA some confidence in contracting the loans, unaware that the Ministry of Finance which had given the said assurance specifically to enable RMFA fund the said Rehabilitation contracts it had transferred to them would not implement it. As to the alleged fall of the exchange rate of the Sierra Leone currency at the time, no evidence was led but it must have been stronger than it is today given its downward depreciation over the years. I will therefore dismiss the allegation reckless contraction of the loans, by RMFA and the grantor banks. As regards an alleged loan of US\$5 million given to a contractor called Benton Villa, the evidence establishes that it was an advance payment for works done, see the evidence of Blanche Gooding and of Mohammed Gento Kamara, which the Ministry of Finance directed the RMFA to give to the said contractor but which was deducted according to the evidence of the said Mohammed Gento Kamara, a witness for Benton Villa, later from the last certificate for payment submitted by the said contractor. However, Blanche Gooding gave the impression that only one deduction in respect of the said amount was made from one interim payment certificate. Therefore, the exact amount deducted in respect of the USD5 million advance payment to Benton Villa should be accurately ascertained.

## **CONSTRUCTION OF PRIVATE ROADS AND DRIVES**

It is alleged that some of the roads that were constructed “were not maintenance of “core road network” (*core road network meaning the primary and secondary roads forming part of the national road network*); but rather constructing and rehabilitating of non-core road network such as constructing private roads and drives leading to their houses.” However, the Department of Town and Country Planning should verify whether the roads alleged to be private ones are indeed such private roads and if found to be so the costs thereof should be recovered from the persons who caused them to be constructed.

## **SLRA**

## **VIOLATION OF PROCUREMENT PROCEDURES**



There is clear evidence that the Addenda to the King Jimmy Embankment road project and the Waterloo Township Roads did not, unlike the original contracts themselves, go through procurement process. The evidence of Selwyn Winston Eldred Bell and Vandy French shows that the parent King Jimmy Embankment Project (exhibit AF) went through procurement procedures. However, the addenda contracts thereto, exhibits AF1 and AF2 did not go through procurement procedure though S.144(5) of the Public Procurement Regulations, 2006 require that if the variation value of a contract exceeds 25% it should be treated as a separate contract and therefore a new procurement activity which should go through procurement procedures. The original King Jimmy Embankment Project had a value of 4.7 billion Leones. The addenda thereto increased the contract value by 25.8 billion Leones an increase of 400%. The original contract value of the Waterloo Township Rehabilitation Project was US\$16.9 million but the addenda thereto shot it up to an excess of 153% of the original contract price.

Other ultra vires activities by SLRA and RMFA are recounted at pages 297-300 of the 2017 Auditor General's Report on the Accounts of Sierra Leone and are deemed to be incorporated herein by reference subject to some qualifications herein expressed. The RMFA can fund road related contracts (possibly with the exception of road maintenance works) undertaken by only SLRA or a Local Council or body and I should think the word local in S.9(2)(d) is meant to qualify the word body therein.

## **RECOMMENDATION**

The violation of proper procedures for the Addenda contracts should be appropriately sanctioned. The said 2017 Audit Report should be implemented.

## **9. COMMERCE AND MORTGAGE BANK**

### **PERSONS OF INTEREST**

- 1. Mr. Ahmed Bakarr Kamara (Managing Director CMB)**
- 2. Chairman Board of Directors (Jacob Kanu)**
- 3. Alhaji Ibrahim Kemoh Sesay (Minister of Works)**
- 4. Mr. Ahmed Khanou (Deputy Minister of Lands)**

The Issue(s)

Mr. Musa Mewa, Lead Counsel for the State alleges that "*Commerce and Mortgage Bank (CMB)* is a subsidiary of the National Social Security and Insurance Trust (NASSIT) – a scheme established to provide retirement and other benefits to meet the contingency needs of workers and their dependents. The Trust owns 98% of shares in the said Bank and is under the supervision of the Ministry of Labour and Social Security. During the period under investigation, the Bank purportedly bought nine (9)

real properties under the pretext of a mortgage investment. However, the transactions were fraught with several issues:

- (a) Extremely exorbitant purchase price for the properties bought;
- (b) The actual/properties were less than what was stated in the title deeds;
- (c) Purported vendors did not receive the amount stated as consideration for the said properties; and
- (d) Some persons received monies as vendors when in fact they were not listed as such.
- (e) That some properties were purportedly bought from vendors who had no knowledge of same”.

In respect of the land known as Bathurst Two (2) exhibit H1 shows that its purchase price was 200 million Leones as per conveyance dated 29<sup>th</sup> December, 2016 whereas the Vendor had bought this land for 15 million Leones per a conveyance dated 14<sup>th</sup> June, 2013. The total cost of this property to HFC as at 31<sup>st</sup> December, 2018 is 293.1 million Leones. The total land is 0.7874 acres.

## **UNDERPAID VENDORS BATHURST ONE (1)**

This land was purchased from George Taylor (lawful Attorney of Gladstone George) per conveyance dated 29<sup>th</sup> October, 2012 for 143 million Leones. However, George Taylor testified to the receipt of two tranches of payments of 30 million Leones and 36 million Leones respectively.

He further testified that on 13<sup>th</sup> February 2019 he and Martin Thomas went to the Commerce and Mortgage Bank where one Bah, an accountant made him sign a document for the payment of a further **77 million Leones** in a week’s time.

Exhibit H1 aforementioned shows that on 8<sup>th</sup> August, 2012, this amount “was carried through the **branch suspense** account at head office for further disbursement to **unknown beneficiaries**”. This situation is EXTREMELY fishy. One wonders why payments totaling only 66 million Leones was made as far back as to 2012 to the Vendor and 77 million Leones was held in a suspense account until further but incomplete action was resumed on it so much later in February, 2019!

## **CHARLOTTE ONE (1)**

This land was sold by Oseh Browne acting as Attorney of his father Desmond Omojowoh Browne as per exhibit G7, a Conveyance dated 15<sup>th</sup> June in 2012 for a stated price of 550 million Leones.

However, the 1<sup>st</sup> Person of Interest, Ahmed Bakarr Kamara, took advantage of the fact that the Vendors had no documentary title to the land to undertake to have such documentation done on the basis of an equal sharing of the land between him and the Vendors! Oseh Browne was made to sign a conveyance of the property to HFC for a consideration of 90 million Leones whereas the actual price of the land as stated in the conveyance, exhibit G7 was 550 million Leones. Oseh Browne is illiterate though he testified that he can ascertain figures. He however testified that being illiterate he relied on Bakarr Yibaya for the processing of all necessary documentation for the land transaction and readily signed all documents Bakarr Yibaya asked him to sign. He denied signing exhibit N1, a Bill to HFC for the payment of 90 million Leones to himself and 460 million Leones to Wilfred Bakarr Yibaya, an obvious front-man for the 1<sup>st</sup> Person of Interest, Ahmed Bakarr Kamara. It is very nauseating that though Oseh Browne testified that he yielded to a price of 2 million Leones per town lot of the land, exhibit N1 shows that the land consisted of 50 plots of land and the purchase price was 11 million Leones per plot! Even at the fraudulent price of 2 million Leones per plot the vendor should have been paid 100 million Leones for his land which is about 5.9015 acres as per exhibit G7 the conveyance.

However insatiable greed on the part of the first person of Interest eroded 10 million Leones off that amount! This indeed is stinking fraud!

## **SONGO-MOKOYAMA VILLAGE**

This land of 187.2029 acres was purchased from the Sesay family for 6.45 billion Leones see exhibit G3, the Conveyance. However, the family was made to believe that the purchase price of their land was 792 million Leones and that was what they received.

## **WHOLY UNPAID VENDORS**

The land known as **Gloucester Two (2)** was allegedly purchased from Donald Showande Weekes as per conveyance dated 9<sup>th</sup> July, 2014 for 1.4 billion Leones, see exhibit G1. However, there was no evidence of any payment to the said Vendor.

## **GHOST VENDORS**

The land described as Charlotte Two (2) consisting of 7.80 was allegedly purchased from Evelyn Browne for 875 million Leones per a conveyance, exhibit G6 purportedly dated 4<sup>th</sup> November 2012. However, the alleged vendor denied being a party to exhibit G6 and having received the purchase price for the same.

## **NON-VENDOR BENEFICIARIES**

It is unfathomable how some persons who neither owned or sold any land to HFC/Commerce and Mortgage Bank received huge payments of money in connection with the sales of land involved.

As shown per exhibit H1, Ahmed Khanou, a former Deputy Minister of Lands at the time, received transfers of Le500 million and Le70 million from Lawyer Brima Koroma's account in connection with the sale of the land described as Gloucester Two (2), supra. It is also therein stated that similarly, on 25<sup>th</sup> April 2014 Alhaji Foday Koroma also received Le50 million from Lawyer Brima Koroma.

Exhibit H1 aforesaid shows that on 5<sup>th</sup> June 2012, Wilfred Bakarr Yibaya, obviously a front man for Ahmed Bakarr Kamara (Managing Director CMB), the first person of interest, received Le460 million in connection with the land described as Charlotte One (1) supra from which further withdrawal payments were made to unknown beneficiaries.

Ahmed Khanou then a former Minister of Lands, aforesaid received a transfer of Le180 million Leones on 5<sup>th</sup> November 2012 in connection with the fictitious purchase of the land known as Charlotte Two (2) allegedly from Evelyn Browne.

In respect of the Songo-Mokoyama Village land, exhibits G3 Ibrahim Kemoh Sesay, then Minister of Works, Housing and Infrastructure received Le200 million. Other persons including unknown ones are shown per exhibit H1, aforesaid to have unjustifiably received various payments.

## **RECOMMENDATION**

It is not clear whether the purchase prices for the lands were over bloated except the few expressly mentioned ones, or were the real values but only that the vendors were merely defrauded. It is also said that the vendors did not bear the survey costs. Therefore, a proper team of experts should cross-check these land purchases and where the vendors were clearly cheated though the purchase prices were legitimate, the monies involved should be recovered from the persons involved and paid to the vendors, but if otherwise to the State.

The Attorney-General should take appropriate legal action against those who perpetrated the frauds in these land transactions.

The 2 Reports on these land transactions issued by Commerce and Mortgage Bank, both labelled exhibit H1 should be scrutinized by the Attorney General for appropriate action thereon.

## **10. SUPPLY OF VEHICLES TO THE LAW OFFICERS**

## **DEPARTMENT**

### **PERSONS OF INTEREST**

1. **Dr. Kaifala Marrah, former Minister of Finance and Economic Development**
2. **Leonard Balogun Koroma, former Minister of Transport and Aviation.**

### **Allegations**

Short supply of 40 vehicles to the Law Officers Department.

### **LAW OFFICERS DEPARTMENT**

On the evidence of Yunisa Dumbuya, the Law Officers' Department per letters dated 2<sup>nd</sup> February 2015 and 25 March, 2015, exhibits BE and BE1 respectively addressed to the Ministry of Transport and Aviation of which the 2<sup>nd</sup> Person of Interest, Leonard Balogun Koroma was then the Minister, requested the supply to it of a total of 40 vehicles.

Owing to the urgency of the request the Procurement Committee of the said Ministry recommended the Restrictive Procurement bidding system.

After due compliance with the procurement procedures, the Ministry of Transport and Aviation per the 2<sup>nd</sup> Person of Interest, on 9<sup>th</sup> June 2015, signed a contract (exhibit BE35) with Platinum & Co Ltd for the supply of the said 40 buses to the Law Officers' Department aforesaid To expedite the supply thereof the Procurement Committee of the said Ministry of Transport and Aviation approved 50% advance payment of the cost price of US\$3,37,508. The vehicles were required to be delivered within 10 weeks of the advance payment. On 29<sup>th</sup> October 2015 Platinum & Co informed the Ministry of Transport and Aviation that payment towards the supply of the said vehicles had not been effected and therefore obtained the consent of the said Ministry for clearance of the vehicles at the Quay, to avoid accumulation of demurrage charges, upon the agreement that the cost entailed thereby would be deducted from the cost of the said vehicles.

Between 18<sup>th</sup> January 2016 and 25<sup>th</sup> April 2016 Platinum & Co Ltd supplied only 4 vehicles to the Law Officers Department. A termination of the contract was disallowed by the Law Officers' Department on the ground that the Ministry of Transport and Aviation had applied for 100% increase in the contract price whilst the National Public Procurement Authority (NPPA) disallowed it on the ground that its earlier

recommendation of termination of the contract had been unheeded and therefore directed that negotiations be made with the contractor.

In January 2018, pursuant to a meeting at the Law Officers Department it was agreed that the contractor should submit a delivery plan according to which he would deliver 20 more vehicles.

This witness also testified that the meeting at the Law Officers' Department in January 2018, aforesaid was due to an arbitration clause in the contract of supply, exhibit BE35 aforementioned, which the Law Officers Department insisted should be respected.

However, on the evidence of John Foray Lamin, a Senior Procurement Officer of the Ministry of Transport and Aviation, before this Commission on 25<sup>th</sup> July 2019, only 11 more vehicles were delivered by the said contractor, bringing the total to 15 out of the 40 vehicles that he contracted to supply to the Law Officers' Department.

## **RECOMMENDATION**

Clearly the contractor has broken his contract and the Attorney-General should take legal action against him for all the pursuant legal reliefs.

### **11. Sale of National Diamond Mining (NDMC) Quarters**

#### **Person of Interest**

**Mr. Franklyn B. Kargbo**

**Former Attorney-General and Minister of Justice**

This is a matter that was dealt with by the Judiciary and a judgement was passed. The Attorney General failed to defend the action, and the judgement was executed by the sale of the property in issue before this commission. This Commission, being an administrative tribunal cannot overturn the process of a court.

#### **Recommendation**

The Government's claim of title to this property should be pursued in the courts by the Attorney-General and the cost thereof should be borne by the Person of Interest, Franklyn B. Kargbo who was at the material time the Attorney General who committed the default.

### **12. ASSETS**

## Person of Interest

### (i) SYLVESTER EARL OSMOND HANCILES

FORMER DEPUTY MINISTER OF (a) Energy, (b) Education, Science and Technology and (c) Transport and Aviation, between 21/3/2009 – May 2018.

He appeared personally before me and tendered in evidence 7 Assets Declarations and a Statutory Declaration dated 10<sup>th</sup> August 2019 relating to a plot of land situate off Taiama Highway Mbeima Layout Bo, Kakua Chiefdom comprising 0.4408 acres. This land delineated on a Survey Plan numbered BLS 23/2011 appears to be the same in his Assets Declaration dated 15<sup>th</sup> July, 2014 with registration number BCSC 23/2011 valued at Le8,000,000 which he indicates he acquired from personal sources. This is not inconsistent with probable income from a palm plantation business declared in his aid Assets Declaration on his emoluments as a Minister of State.

He also, from his Statutory Declaration, owns one Toyota Land Cruiser Jeep. Indeed, Counsel for the State did not raise any issues concerning his assets.

I therefore find that this Person of Interest did not dishonestly acquire any assets or live a life style beyond his legitimate means during his tenure of office, aforementioned.

## PERSON OF INTEREST

### (ii). AHMED BAKARR KAMARA

**FORMER MANAGING DIRECTOR, COMMERCE AND MORTGAGE BANK 17/2/17  
– 20/8/2019**

**HOUSE OF AT REGENT ROAD, REGENT, FREETOWN IN THE WESTERN AREA  
OF THE REPUBLIC OF SIERRA LEONE**

Inspector Brima Kargbo testified before this Commission of the discovery of a house at Regent, Obama Junction belonging to this person of interest.

The valuation report on this house describes the house as situate at Main Regent Road, Regent, Freetown in the Western Area of Sierra Leone. The conveyance of this property dated 25<sup>th</sup> October, 2011 attached to the said valuation report exhibit BJ4 describes the land and hereditaments thereon as being situate at **“MAIN REGENT ROAD, REGENT IN THE Western Area of the Republic of Sierra Leone”** and the analysis sheet of the valuation Report, exhibit BJ4, aforementioned described the location of this house as being at **“MAIN REGENT ROAD, REGENT (OBAMA JUNCTION)**. Thus, it is one and the same house involved herein. Exhibit BJ4 puts the value of this property (for the land and hereditaments thereon) at Le21,000,000 in 2011 and enclosing an area of 0.1186 acres.

Though this Person of Interest did not appear before this Commission personally or by Counsel, it is clear on the evidence of Inspector Brima Kargbo that this Person of Interest was in office as the Managing Director of Commerce and Mortgage Bank from 17/1/2017-20/18/2019 aforesaid. Clearly therefore at the time of his purchase of this property at Main Regent Road, Regent, Freetown on the 25<sup>th</sup> October, 2011 aforesaid, he was not a Managing Director of the Commerce and Mortgage Bank. There is no evidence also of the period of construction of this property. Similar observations are applicable to his leasehold property at 10 Sanders Street, Freetown per conveyance dated 16<sup>th</sup> July, 2014 from Mustapha Bangura. Though the rent per annum of Le16,000,000.00 for a period of 15 years, Le80,000,000 of which he paid up front raises eyes brows, the hard fact remains that in 2014 the Person of Interest was not the Managing Director of Commerce and Mortgage Bank aforesaid, and there is no evidence before this Commission of further payments of the said rent within his period of tenure of office aforesaid. The conveyance of this leasehold property was forwarded by his solicitor Mohamed Pa-Momo Fofanah per letter dated 14<sup>th</sup> October 2019 to the Anti-Corruption Commission and formed part of the file on this Person of Interest submitted to this Commission.

## **PECUNIARY ASSETS**

Inspector Brima Koroma tendered exhibits BJ1 and BJ2 being a dollar account, No. 21003112017 USD (exhibit BJ2) and a Leones account No. 21003111072SLL (exhibit BJ1) all at HFC or Commerce and Mortgage Bank. There are huge dollar deposits and withdrawals from his dollar account from the 1<sup>st</sup> January, 2017 to 28<sup>th</sup> August 2018 when he was in office, aforesaid. One of the documents on his file however shows that he owns a Forex bureau called "Mercy Foreign Exchange Bureau at No. 10 Sanders Street, Freetown. Having regard to his earnings and allowances as per exhibit BJ3 and his Leones bank statement exhibit BJ1 his balance of Le7,428,717,192.80 as at 8<sup>th</sup> February 2019 is not overboard. However, the exact situation of his bank accounts can only be ascertained by an audit exercise. The timeframe of this Commission whose public sittings closed on 3<sup>rd</sup> February, 2020 cannot allow for a full scrutiny of such matters.

What however is clear against this Person of Interest is that during his tenure he received huge payments of money in connection with the Commerce and Bank investments in land properties, and this has been dealt with under that part of this Report relating to that matter.



## PERSON OF INTEREST

### (III). ABDUL AZIZ KAMARA

#### FORMER DIRECTOR-GENERAL OF SIERRA LEONE ROADS AUTHORITY

Evidence was led before this Commission as to the ownership by this Person of Interest of two (2) properties, namely, a house situate at No. 19 Old Aberdeen Road, Lumley. This per the Valuation Report, exhibit BJ5 is a “five-storey modern concrete apartment structure consisting of six apartments on each floor with shops in front on the ground floor, “valued at Le28,600,000,000. Another property consisting of a three-storey concrete dwelling house described in the valuation documents as situate at 19 Old Aberdeen Road, Lumley, Freetown is described in the attached conveyance to exhibit BJ6 (the Valuation Report), as situate at 21 Old Aberdeen Road, Lumley Freetown. However, it is clear that the property in question is the same herein.

Pursuant to a summons dated 4<sup>th</sup> November 2019 served on him to appear before the Commission in connection with an inquiry into his ASSETS scheduled for the 11<sup>th</sup> day of November, 2019, this Person of Interest did not attend the inquiry due to his misapprehension as to the effect of that day being a public holiday. He however filed an affidavit as to his assets on 21<sup>st</sup> November 2019 which Counsel for the State could not cross-examine on the same due to the closure of the Commission’s hearing on 3/2/2020.

His said affidavit, when carefully considered, related to the acquisition of the house covered by exhibit BJ5, that is to say the five-storey building which he says he built between 2009 and 2019 (a period of 10 years). The documentary evidence attached to his affidavit about his transport and farming business activities makes his explanation as to the source of acquisition of that property acceptable, when considered in the round.

He has however not offered any explanation as to the source of his acquisition of the three-storey-building covered by exhibit BJ6. I will infer that he has no evidence tending to its lawful acquisition, hence his silence over it. In any case if the construction of the house covered by exhibit 5 span a period of 10 years from 2009-2019 aforesaid where did he get Le215,000,000 to buy the property covered by exhibit 6 aforesaid? The conveyance of the land on which the house covered by exhibit 6 stands is dated 3<sup>rd</sup> February, 2010. The period of its construction is not disclosed by the evidence. However, since the construction of the house covered by exhibit 5 covered 10 years, namely 2009-2019 aforesaid, the construction of the house covered by exhibit 6 could not have been financed within his lawful income since he was very financially constrained in the construction of the house covered by exhibit 5.

Indeed in exhibit AAZ1 attached to his affidavit to this Commission dated 21<sup>st</sup> November, 2019 he states in paragraph 11 thereof as follows: **“If we calculate from 2005-2017 the amount or proceeds received from this equipment and other activities every year besides my (salary + rent allowance + leave allowance \_**

**other allowances each year)** I believe this amount can build such a structure within ten years from 2009 to 2019.

Then he further states in paragraphs 17 and 18 of the said affidavits as follows: “(17) **That it was after the acquisition of the aforementioned land in 2009 that I embarked on the construction of a multipurpose building which was being funded by proceeds that were coming from the vehicular rentals, Agricultural Activities as well as salaries that were paid to me while working for the Government of Sierra Leone through the Sierra Leone Roads Authority.**

(18) **That because the proceeds were not coming in a lump sum and at a go, it took ten (10) years to complete the construction of a multi-purpose building, which is to say between 2009 when the property was acquired and 2019 when the construction was completed”.** Surely therefore, since all his financial energies were sapped by the construction of the house covered by exhibit 5 aforesaid, he had no residue of honest sources from which to acquire the house covered by exhibit 6 aforesaid.

What however emerges clearly in respect of this Person of Interest is that as per his Exit Assets Declaration Form (ADF2019), exhibit BJ7 at page 3 thereof he owns immovable properties at Makeni, Roruks, Lumley and Juba which he acquired between 2015 and 2017 at costs totaling Le455 million in addition to the costs of vehicles totaling Le175m.

Exhibit BJ11 seems to state his total emoluments during his tenure as Le165,807,000.00. This figure, if right, is difficult to reconcile with the statement of his emoluments attached to exhibit BJ11 aforesaid.

## **RECOMMENDATION**

In the circumstances I recommend that the other assets of this Person of Interest be scrutinized by another public authority, such as the Anti-Corruption Commission which is not jurisdictionally fettered like this Commission. The evidence regarding his assets as contained in his Exit Declaration Form, exhibit BJ7 contrasts with that on his other Assets Declaration Forms which have been tendered in evidence before this Commission namely exhibits 8 to 10.

However, for the reasons already given above, the house covered by exhibit BJ6, aforementioned was dishonestly acquired by this Person of Interest and should therefore be confiscated and vested in the State.

## **PERSON OF INTEREST**

### **(iv). DR. MATTHEW M. TEAMBO FORMER MINISTER OF LABOUR**

Investigations discovered a piece of land situate along Romone/Water Works Motor Road Yonibana, Yoni Chiefdom, Tonkolili District, exhibit BK10. In his statement to this Commission forwarded by his Solicitor Ady Macauley per letter dated 21<sup>st</sup> October, 2019 exhibit BK11, it is stated that he bought his land comprising 2 acres from the Turay family of Yoni Chiefdom in the Tonkolili District in 2012 for Le1,360,000.00. In 2017 he started to construct a house of 4 rooms which is incomplete and a back-mud house of 4 rooms. He even says he owns these humble properties jointly with his wife, Olivia Iyamide Jarrett Teambo.

I have also perused his assets declaration forms, exhibits BK6-BK8 and found nothing questionable. I have also examined his salary details, exhibit BK9 which can amply justify his acquisition of the properties referred to above.

## **RECOMMENDATION**

I find nothing dishonest in the affairs of this Person of Interest during his tenure as Minister of Labour.

## **PERSON OF INTEREST**

### **(v). LEONARD BALOGUN KOROMA**

**FORMER MINISTER OF STATE IN THE OFFICE OF THE VICE-PRESIDENT,  
NOVEMBER 2007 TO NOVEMBER 2009 AND MINISTER OF TRANSPORT AND  
AVIATION, JUNE 2013 TO APRIL 2018**

## **HOUSES**

Brima Kargbo, an Inspector of Police and Investigator attached to this Commission testified that it was discovered that he apparently owned a house and land situate at Alshek Drive, Gbangbayilla, Hill Station, Freetown in the Western Area of the Republic of Sierra Leone valued at US\$257,500 (Le2,060,000.000) see exhibit BH3, a house and land at Jagiko Drive, Regent Hill Station, Freetown in the Western Area of the Republic of Sierra Leone, valued at US\$798,750 (Le6,390,000,000) see exhibit BH4, and house and land at Takoradi Corner, Yengema, Kono, in the Eastern Province of the Republic of Sierra Leone. This witness however testified that he and his colleagues could not find evidence which could prove that the said properties are owned by the Person of Interest. They did not even check this up at the Administrator and Registrar General's Office.

However, in his affidavit dated 8<sup>th</sup> November, 2019 he set out his assets, explaining that he was in the United States of America and could not appear before this Commission due to circumstances beyond his control.

In the said affidavit he deposed that the house at Gbangbayilla belongs to A.M. Bockarie from whom he intended buying it and had a site plan and building permit issued in his name. However, on realizing that A.M. Bockarie was a lessee and not owner of the said house he abandoned his intent to purchase it. However, in his (ADF 2017) Assets Declaration Form dated 26<sup>th</sup> October, 2017 which he submitted to the Anti-Corruption Commission he declared that he and his wife own a “flat and land at Gbang, Hill Station.” I have no doubt that this is the same house known as Alshek Drive, Gbangbayilla, Hill Station – Freetown in the Western Area. If he indeed abandoned this property because the owner thereof was a lessee, how did he erect a flat on it since he says that he only had a site plan and building permit issued in his name at the time that he allegedly abandoned it? In any case it is only in ADF 2017 aforementioned, that he claims this property belongs to him and his wife.

## **RECOMMENDATION**

From the above analysis I find that this Person of Interest dishonestly acquired the house and land situate at Alshek Drive, Gbangbayilla, Hill Station, Freetown see exhibit BH3 and the house and land at Takoradi Corner, Yengema, Kono and should be confiscated and vested in the State.

As to his pecuniary assets time will not allow this Commission to adequately scrutinize them and same should be dealt with by the Anti-Corruption Commission.

He also deposed that the property at Gajiko Drive, Hill Station was built in 2004 (though erroneously stated as 2014) and therefore outside this Commission’s jurisdiction, it having been built from his earnings when he and his wife lived and worked in the United States of America between 1994 and 2007. As regards the property at Takoradi Corner, Yengema, Kono, he deposed that it is his extended family’s home, part of which he inherited from his late father. He further deposed that he only redeveloped the said property after selling his property at No. 154D Wilkinson Road, Freetown which he built in 1990 to Alhajie Boie Jalloh of Bo for US\$200,000 in 2012. He annexed the sales receipt marked “A”.

It is of significance that this Person of Interest says the development of the Takoradi Corner, Yengema, Kono derived from a sale of his property to Alhaji Boie Jalloh on 28/8 2012 whereas in his affidavit dated 8<sup>th</sup> November, 2019 the construction of this property span from 2008 to 2015. How could the proceeds of the sale in 2012 be used for the cost of construction over the years that preceded 2012 namely 2008, 2009, 2010 and 2011?

Furthermore, in his affidavit dated 8<sup>th</sup> November, 2019 he deposed that this property is his extended family home in Kono part of which he inherited from his late father.

However, in an affidavit dated 29<sup>th</sup> July, 2019 sworn out of the jurisdiction of Sierra Leone and annexed to his solicitor Ady Macauley's letter to this Commission dated 31<sup>st</sup> July, 2019 he deposed in paragraph 3(a) thereof as follows:

"3. That my wife and I acquired and/or developed the following properties during my tenure as a Minister;

(a) Property at No. 1 Takoradi Corner, Yengema, Kono District in the Eastern Province of the Republic of Sierra Leone. Inherited this piece of land from my late father and started construction of a house there in 2008 and completed same in 2015."

So, in one breath this property at No. 1 Takoradi Corner, Yengema, Kono District is a family home part of which he inherited and redeveloped and, in another breath, it is a land he inherited from his father upon which he and his wife constructed a house between 2008 and 2015. And there is not a single affidavit or witness from his family to support his assertions.

## RECOMMENDATION

Therefore, I find that this house was dishonestly acquired by the Person of Interest during his Ministerial tenure aforementioned and should therefore be confiscated and vested in the State.

## PLOTS OF LAND

In another affidavit dated 29<sup>th</sup> July, 2019 attached to a letter from his Counsel Ady Macauley to this Commission dated 31<sup>st</sup> July, 2019 this Person of Interest deposed that during his tenure as a Minister he and his wife purchased an empty plot of land at Lungi which is undeveloped, lease of an empty plot of land at Tokeh, Western Rural District and a lease of an empty plot of land at Regent, Western Urban District.

These are more fully specified in his affidavit before this Commission dated 8<sup>th</sup> November, 2019 as follows:

No.	Property/Account/Other Interest	Address/account Number	Time of acquisition	Comments
5	Empty Plot of Land	Lungi	2014	Bought for Le15,000,000
6	Empty Plot of Land	Tokeh Village	2012	Paying a yearly lease rent of Le1,000,000
7	Empty Plot of land	Mogegba, Grafton Village, Freetown	2017	Paying a yearly lease rent of Le1,000,000

## **TABLE OF ASSETS BOUGHT OR LEASED AFTER 2008**

He also deposed therein that he acquired a 10 years lease of property from Moses Strong at No. 35F Beckley Drive, Tengbeh Town, Freetown in 2010 which he assigned to a company known as Nima Counsel (SL) Limited for US\$21,000 per annum.

## **VEHICLES**

Inspector Brima Koroma testified that this Person of Interest, according to information in a document (exhibit BH6) from the Sierra Leone Roads Safety Authority (SLRSA), owned 7 private and 1 commercial vehicles. The Person of Interest in his said affidavit of 8<sup>th</sup> November, 2019 denied the same, stressing that he can only recognize a grey Toyota Sequoia which he brought back from the United States of America which has long been discarded and no longer in use, as also a white Jeep Cherokee he brought from the United States of America in 2007 which is currently derelict. He also owns a Ford Explorer 2004 US registered which he says was bought for him.

## **RECOMMENDATION**

As to his vehicles ownership of which he has denied they should also be confiscated and vested in the State.

## **BANK ACCOUNTS**

Inspector Brima Koroma tendered in evidence the Person of Interest's bank statements from Commerce and Mortgage Bank, Sierra Leone Plc, exhibit BH7 and Guarantee Trust Bank, Sierra Leone exhibit BH8.

Time constraints, aforesaid requires that his other assets referred to above be investigated by the Anti-Corruption Commission.

## **PERSON OF INTEREST**

### **(vi) MOHAMMED KING KOROMA FORMER STATISTICIAN GENERAL 4<sup>TH</sup> NOVEMBER 2012-30<sup>TH</sup> JUNE, 2017**

Investigations revealed 2 properties as belonging to him.

(1) A house at Mellon Street, Wellington, Freetown in the Western Area of the Republic of Sierra Leone. This house is a two-storey building covered by a valuation report dated 5<sup>th</sup> November, 2019, exhibit BK.

(2) 3 one-flat unfinished dwelling structures and 1 three-storey dwelling structure covered by a valuation report dated 15<sup>th</sup> November, 2019, exhibit BK1, situate at **“New Port Loko-Rogbere Junction Highway, Magbelelol Village, Maforki Chiefdom, in the Port Loko District of the Republic of Sierra Leone.”**

In response to these discoveries all that the person of Interest has done is to swear to an affidavit on the 26<sup>th</sup> day of November, 2019 detailing the purchase cost and expenses of the property covered by exhibit BK1 aforementioned. This affidavit, forwarded to this Commission by his solicitors, Bangura, Kamara & Co, Yoni Chambers, 2<sup>nd</sup> Floor 136 Kissy Road, Freetown is indeed headed both on the front and back pages thereof as: **“AFFIDAVIT INDICATING MONIES EXPENDED IN THE CONSTRUCTION OF PROPERTY SITUATE LYING AND BEING AT NEW PORT LOKO-ROGBERE JUNCTION HIGHWAY, MAGBELE LOL VILLAGE-MAFORKI CHIEFDOM, PORT LOKO DISTRICT NORTHERN PROVINCE OF THE REPUBLIC OF SIERRA LEONE”**.

The crux of this affidavit is that the said property was purchased from the Kamara family on the 27<sup>th</sup> day of March 2013 and construction works commenced on a two-storey building in September 2013 whilst construction on the **“shallays”** commenced in October, 2014. The crucial paragraphs on the expenditure on this property are 8 and 9 thereof, as far as relevant, as follows:

**“That the property aforementioned was purchased in the sum of Thirty-Five Million Five Hundred Thousand Leones (Le35,500,000/00 was expended in surveying the said property and the sum of Four Million Leones (Le40,000,000/00) was paid to the person who actually developed the cite plan.**

**That the sum of Two Billion One Hundred Million Leones (Le2,100,000,000) was expended on the aforementioned property.....”**

The only revelation of his real property in his assets declaration forms, exhibits BK2 – BK5 spanning the years 2014-2016 is contained in exhibit BK4 (**for the year 2014**) wherein under Table 2 relating to Moveable and Immovable Property, he indicates that he owns a house (unnumbered) located at Freetown valued at Le250,000.000 allegedly built from his savings. However, his cash disclosed (other than salary) as per BK3, BK4 and BK5 do not exceed Le149,000.000.

I deduce that the house disclosed by him in exhibit BK4 as located at Freetown is the house described in exhibit BK as being situate at Mellon Street, Wellington, Freetown.

His total earnings, on the evidence of Inspector Brima Kargbo, as Statistician General is Le1,512,000,000. Before that he was a teacher from 1980-1984 from which he earned a total of Le150,000,000.

Clearly then the acquisition of the two sets of properties covered by exhibits BK and BK1 commenced only during the tenure of the Person of Interest as Statistician General and his expenditure of Le2,100,000,000 on the property covered by exhibit BK1, even accepting his own evidence in exhibit BK4 that he spent Le250,000.000 in the acquisition of the property covered by exhibit BK, the acquisition of these properties far exceeded his legitimate income, excluding the purchase price disclosed in respect of the property covered by exhibit BK1.

It is noted that beyond the conveyance in respect of the land for the property covered by exhibit BK1 showing that it was jointly acquired with his wife there is no evidence from the Person of Interest showing the sources of their private income.

## **RECOMMENDATION**

From all the above considerations I find that the two sets of property covered by exhibits BK and BK1 were dishonestly acquired by the Person of Interest while he was the Statistician General of Sierra Leone and should be confiscated and vested in the State.

## **PERSON OF INTEREST**

### **(vii) ALLIE KAMARA**

#### **FORMER RESIDENT MINISTER FOR THE NORTH, 2007-2018**

Evidence has been led on the ownership of 2 properties by this Person of Interest. (1) A house situate at 25 Angel of Michael and Solomon Nandi Streets, Congo Town, Makeni, Bombali Seborra Chiefdom, Bombali District in the Northern Province of the Republic of Sierra Leone. His solicitor, Ady Macauley has per letter dated 30<sup>th</sup> August, 2019 to this Commission, exhibit BK20, attached a copy of the site plan of the said property, adding that it is the bona fide property of this Person of Interest which he acquired in 2005. Indeed, the said site plan bears the year 2005 on its face. Although this house has been valued at Le4,060,000,000 as per exhibit BK21 and his total emoluments while in office as per exhibit BK19 is Le1,307,583,690.00, there is no evidence before this Commission that this Person of Interest did not build this house in 2005 or at any time prior to the relevant jurisdictional period of this Commission, namely 2007-2018, (2) His other property, as per exhibit BK22 is a plot of land he purchased for Le28,000,000 from Nathaniel Buck on 26<sup>th</sup> July, 2011. This transaction though falling within the jurisdictional period of 2007-2018 is well within his salaries for this period as shown in exhibit BK19 aforementioned.

## **RECOMMENDATION**

Since this matter is also before the Anti-Corruption Commission, the actual period and ramifications of BK20 and BK21 can be ascertained thereof. I however find nothing dishonest about his acquisition of his plot of land covered by exhibit BK22 aforementioned. Indeed, the evidence before this Commission is that the investigators could not locate this property.



## **PERSON OF INTEREST**

### **(viii). ABDUL KAREEM KALOKOH FORMER CHIEF EXECUTIVE OFFICER OF THE ROAD MAINTENANCE FUND ADMINISTRATION, JANUARY 2015 TO JULY 2018**

The only property discovered belonging to this Person of Interest is a two-storey house located at Juba Hill, Kalokoh Drive, Freetown. It is valued at Le4,985,000,000 per exhibit BK18. His Assets Declaration Form (ADF2015), exhibit BK13 indicates under Table 2 on Moveable and Immovable property that this property, a dwelling house belongs to him and his wife Mariama Kalokoh the value of which is therein estimated at Le2.5 billion, the source of which he states is personal funds and bank loan. He further therein states that it has been under construction since 2012. He has since consistently declared 2013 as the year of his acquisition of this property, in his Assets Declaration Forms from 2016-2019, which means construction thereof was completed as at that year.

I therefore have no grounds to disbelieve his explanation of acquisition of this property even if such acquisition were within his period of tenure as Chief Executive of the Road Maintenance Fund Administration between January 2015-July 2018 aforesaid. His other assets as per his Assets Declaration Forms when matched with his high earnings as the CEO of RMFA as per exhibit BK17 do not, carefully considered raise eyebrows.

The only issue is his declaration in his Assets Declaration for 2015 (AF 2015) exhibit 13 wherein he declares a loan of Le350 million for the stated purpose of construction of a dwelling house which inferentially was begun in 2012 and completed in 2013. However, since at the date of that declaration he still owed Le210 million as therein shown, it means that he is still paying that loan which he took for the purpose of the construction of that house in 2012.

## **RECOMMENDATION**

For all the foregoing reasons I find nothing colourable in the tenure of this Person of Interest in so far as his assets are concerned.

## **PERSON OF INTEREST**

### **(ix). OLUMIYI ROBIN-COKER Former Minister of Energy 2012-2014**

#### **Real Property**

The only property revealed by the Commission's investigators as belonging to this Person of Interest is a piece of land he purchased under a deed of Conveyance, exhibit BJ4 from Ernest A. Webber, dated the 5<sup>th</sup> day of May 2014, at the cost of Le20,000,000. This however raises no issue of accountability since, as per the statement of his salaries as Minister he earned a net amount of Le375,157,991.00, exhibit BJ18.

#### **Pecuniary Property**

A Financial Intelligence Unit Report, exhibit BJ15 and his bank statement from Guaranty Trust Bank exhibit BJ17 were tendered in evidence. Whilst some of the transaction stated in exhibit BJ15 may fall within the Person of Interest's tenure as a Minister, they are stated in lumped up figures thereby rendering scrutiny thereof by this Commission difficult. Exhibit BJ15 however involves 4 different bank accounts belonging to this Person of Interest and can be of interest to the Anti-Corruption Commission. Exhibit BJ17 however does not raise eyebrows but can be of interest to the Anti-Corruption Commission.

I stress that investigations into the Assets of Persons of Interest were commenced before this Commission at the tail end of this Commission's sittings and therefore could not be gone into in details as regards certain matters specified in this Report.

## **PERSON OF INTEREST**

### **(x). VICTOR BOCKARIE FOH**

**FORMER VICE-PRESIDENT OF SIERRA LEONE 19<sup>TH</sup> MARCH 2015 – APRIL 2018**

#### **REAL PROPERTIES**

Although the testimony of the star witness Baba Kamara as to this person of Interest as ownership of real property was detailed and long, it is realized that the relevant period to this Commission is his tenure as Vice President for the short period from 19<sup>th</sup> March 2015 to April 2018.

## **HOUSES**

1. House at 112 Tikonko Raod at Bo purchased for Le210 million in 2017
2. House at 94 Tikonko Road at Bo in 2017 allegedly acquired in the name of the deceased mother-in-law of the Person of Interest, Iye Turay, for Le512 million
3. House at 24 Fenton Road, Bo bought in 2018
4. House worth total of Le169 million purchased for his errand boy, the said Baba Kamara in 2016 at 63<sup>rd</sup> Street Bo No 2
5. Uncompleted house at Koribondo Town, Bo District bought for Le50 million
6. A residential complex at Kebbie Marten Street, Lewabu, construction of which started in 2015 upon the Persons of Interest's return from China which ended in 2018.
7. House at No. 19 Tucker Street, Njagboima Section of Bo, bought in 2015

It is impossible to ascertain on the evidence the amounts of money spent on some of these properties the construction of which commenced prior to the appointment of the Person of Interest as Vice President and completed after his assumption of office.

On the evidence of Dauda Kaikai, a Police investigator attached to this Commission the Person of Interest earned a total of Le998 million, 70,00 Leones 250 cents as Vice President. The witness Baba Kamara did not put monetary values on some of these properties and the valuation reports on them will not necessarily tally with their purchase prices.

Matching the purchase prices disclosed by Baba Kamara totaling about Le731 million with the Le998 million, 70,000 and 350cents earned in total by the Person of Interest as Vice President, it cannot be said that they were not within his means.

## **RECOMMENDATION**

I make no adverse findings of dishonestly against this Person of Interest concerning his real properties.

With regards to his moveable properties the time frame of this Commission will not enable me deal with the same. Same may be taken up by the Anti-Corruption Commission.

## PERSON OF INTEREST

### (xi). IBRAHIM KEMOH SESAY

**Former Minister of Works and Public Assets. Minister of Political and Public Affairs and Minister of Transport and Aviation between 2007- 2018**

#### Houses

(1). A house at Bintumani Ring Road, Aberdeen, Freetown in the Western Area of Sierra Leone, valued at Le29,900,000,000(see exhibit BH 13). This is a three storey building on an 0.4365 acres plot of land. In a letter exhibit BH23 by his solicitor, Lansana Dumbuya dated 5<sup>th</sup> August 2019 addressed to the Anti-Corruption Commission, it is explained that this Person of Interest acquired this property for his daughter Zuada K. Sesay and that its construction was financed from a loan of Le250,000,000.00 from the Sierra Leone Commercial Bank in 2017, part of a loan of \$100,000.00 from HFC bank in 2011, used to buy the first set of building materials for it, a huge part of a hotel business and a family property yielding over \$12,000 per annum. He also relies on various tenures of office between 1996- 2007. However, the person of interest does not give an idea of the amounts of these varied sources which went into the acquisition of this property.

(2). House at 19 Wharf Road, Port Loko in the Northern Province of Sierra Leone valued at Le6,040,000,000. The Person of Interest has not denied his ownership of this property. Indeed his counsel only disputed the correctness of its valuation as per exhibit BH14.

(3). House at Port Loko Estate, in the Northern Province of Sierra Leone. The same observations stated in respect of the house at 19 Wharf Road, Port Loko apply in respect of this house.

The evidence shows that he made only one declaration of his assets (ADF 2017) dated 26<sup>th</sup> October 2017, exhibit BH 18. This declaration is very difficult to decipher. But doing my best about it, it discloses a house at Freetown with an estimated value of \$6 million acquired in the year 2008 financed from his salary and business and another house at Port Loko with an estimated value of \$5 million acquired between 2011 and 2019.

Matching the description of the house at Bintumani Ring Road, Aberdeen, Freetown with the description of the house as being at Freetown in exhibit BH18, I would say that these descriptions refer to the same house described as being at Bintumani Ring Road Aberdeen Freetown. This is particularly so because the other two houses are all situate at Port Loko. This is the house he alleges he has acquired for his daughter Zuada Kemoh Sesay. Exhibit BH18 further shows that in 2009 he took a loan of \$80,000 from HFC bank to build his hotel. Of the two houses at Port Loko I deduce that the bigger of them must be the hotel. This is the house in his assets declaration form (ADF2017) with an estimated value of \$5 million with a cost value of \$3 million. When all the evidence is considered it becomes incredible that the house at Bintumani Ring Road Aberdeen Freetown which according to exhibit BH 18 was acquired in a

year stated opaquely but appearing to be at least 2008 could be partly financed by bank loans in 2011 and 2017

The hotel which I find to be the property covered by valuation report, exhibit BH 15 could, in the round, be considered honestly acquired. The acquisition of the other house at Port Loko covered by the valuation report, exhibit BH14 is wholly unexplained and unaccounted for by exhibit BH 23 or otherwise and must therefore have been dishonestly acquired.

## **Recommendation**

From all the analysis above I find that the house at Bintumani Ring Road, Aberdeen Freetown and the house at 19 Wharf Road, Port Loko were dishonestly acquired by this Person of Interest during his terms of office as Minister between the years 2007-2018 and should be confiscated and vested in the state.

The total of his net salaries Le1,276,640,610 for the period 2007-2018, as per exhibit BH 17 cannot warrant the acquisition of these properties by him (even though one of them was acquired for his daughter Zauda K. Sesay, aforesaid).

## **PECUNIARY ASSETS**

The Financial Intelligence Unit of Sierra Leone has submitted an Intelligence Report on the bank accounts of this Person of Interest, exhibit BH21.

His bank accounts stand as follows:

### **STANDARD CHARTERED BANK SIERRA LEONE**

1. USD account No. 8700101335100  
Total credit details for the period 05/07/17 – 28/08/17 – USD168,350.00
2. **SIERRA LEONE COMMERCIAL BANK SIERRA LEONE LTD**  
USD account No. 003001106006410142  
Total credit deposits between 30/08/17 – 04/09/19 = USD 12,200
3. **SIERRA LEONE COMMERCIAL BANK SL LTD**  
  
Leone account No. 003001106006100110  
Total non-salary deposits between 27/01/16 – 29/09/17 = Le634,820,000.00
4. **ZENITH BANK SL LTD.**
  - (a) Leone account No: 6020162079  
Total credits between 22/09/2016 - 31/03/2017 = Le905,850,000.00
  - (b) Leone account No. 4110143241  
Total credits between 23/09/2016 – 31/12/2018 = Le85,044,328.30

(c) USD ACCOUNT No. 4070122834  
Total credits between 22/09/2016 – 13/03/2017 = USD 11,800

**5. FIRST INTERNATIONAL BANK (SL) LTD.**

(a) Leone account No. 21412-02  
Total credits between 31/07/2009 – 30/09/2017 = Le2,109,927.66

(b) Leone account No. 21412-01  
Total credits between 31/07/2009 – 30/09/2017 = Le1,425,000.00

**6. COMMERCE AND MORTGAGE BANK**

(a) Leone account No. 21010091028  
Total credits between 14/10/2009 – 01/06/2019 = Le1,448,597,118.77

(b) USD account No. 21010092016  
Total credits between 14/10/2009 – 01/06/2019 = USD60,000.00

## **RECOMMENDATION**

It is quite apparent that this Person of Interest had multiple bank accounts during his Ministerial tenure between 2007-2018, some were USD accounts while others are Leone accounts, all with heavy deposits from undisclosed or unjustifiable sources. However, this Commission is of the view that though heavy sums of money can be recovered from this Person of Interest, the best course to take in fairness to both the State and the Person of Interest is for the Audit Service to conduct a thorough audit into the bank accounts of this Person of Interest as revealed by the Financial Intelligence Report, exhibit BH21 in order to ascertain the sums of money that should be recovered from him for the State. This is because exhibit BH21 is in 2 parts, (a) A report on the financial position of this Person of interest submitted to the office of the Attorney General dated 13<sup>th</sup> February, 2019 and one submitted to this Commission dated 11<sup>th</sup> July 2019. These two reports need to be reconciled.

Even in the report submitted to this Commission a sudden mention is made to Rokel Commercial Bank SL Ltd whereas it was not cited as one of the banks covered by this report.

## **VEHICLES**

In exhibit BH16 headed POLITICALLY EXPOSED PERSONS AND NUMBER OF VEHICLES this person of Interest is listed as having 2 private vehicles and 1 commercial vehicle. No explanation as to their acquisition is forthcoming from this Person of Interest, they should therefore be confiscated and vested in the State.

## **GENERAL OBSERVATION/RECOMMENDATIONS**

With regard to construction projects such as the Sewa Ground Market Project and the Road Projects, it is important to bear in mind that this Commission's mandate under C167 is mainly to unearth dishonest acquisition of properties through corrupt practices by the designated officials of State during their tenures of office. As also whether they caused financial loss to the State through deliberate or negligent acts, etc. With these construction Projects the misconduct hereinbefore referred to was not unearthed to the Commission by the evidence gathered.

In the circumstances the issues arising from them related to breach of contract in the execution of the contracts involved and these are properly redressable by the Attorney-General. In the case of lack of funds to finance the continuation of the Projects, it is a matter for the Ministry of Finance.

It also surfaced that conflicting legal opinions were held by various government bodies with regard to the same matter, see for example the Auditor-General's Report on the Accounts of Sierra Leone 2017 (at pages 297-300). This may be due to internal solicitors privately engaged by these bodies and therefore outside the control and supervision of the Attorney-General. This situation is unsatisfactory and calls for a Review.

The Commission's terms of reference could not allow it to deal with unsatisfactory conduct revealed by Persons not falling within the categories of persons mentioned.

### **ACKNOWLEDGEMENT**

I however acknowledge the complete independence accorded this Commission by His Excellency, Julius Maada Bio, the President of the Republic of Sierra Leone which is in marked contrast with other situations particularly in Africa. I also acknowledge the logistics amply provided me and my colleague Commissioners (despite initial challenges) to enable us perform our duties. I also appreciate the roles of the Attorney-General and the Coordinator of the Commissions of Inquiry in ascertaining challenges facing us and taking steps to have them redressed. I also highly commend Musa Mewa, a lawyer of only 7 years standing who shouldered the work of Counsel for the State almost singlehandedly and with great ability and dedication. I appreciate Mr. Solomon Thomas highly for handling the administrative aspects of this Commission very capably, so also Mr. Zainu Deen Sanusi and Mr. Morie Lengor.

**WILLIAM ANNAN ATUGUBA**  
**Chairman and Sole Commissioner**  
**Commission of Inquiry No. 3**  
**Constitutional Instrument 67**