



**The Commission of Inquiry**

**COMMISSION OF INQUIRY INTO THE FINANCIAL ACTIVITIES OF PUBLIC BODIES,  
ENTERPRISES AND OFFICES AS REGARDS THEIR DEALINGS WITH FORMER  
PRESIDENT YAHYA A.J.J. JAMMEH AND CONNECTED MATTERS**

**REPORT**

**VOLUME 9**

**INDIVIDUAL RESPONSIBILITY FOR CIVIL AND CRIMINAL WRONGS**

10<sup>th</sup> AUGUST 2017 - 29<sup>th</sup> MARCH 2019



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- 19) Basiru Njai
- 20) Oumie Savage Samba
- 21) Baboucarr Sanyang
- 22) Balla Jassej
- 23) Njogou L. Bah
- 24) Momodou Sabally
- 25) Noah Touray
- 26) Kebba S. Touray
- 27) Fatou Mas Jobe Njie
- 28) Feryale Diab Ghanem
- 29) Mohamadou Lamin Gibba
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## The Commission of Inquiry

### RESPONSIBILITY FOR CIVIL AND OR CRIMINAL WRONGS

#### CHAPTER 1 - INTRODUCTION

The Commission is required to identify institutions, persons and groups of persons directly involved in the financial dealings and activities of Ex-President Jammeh, his family members and close associates. It is also required to identify whether any offences were committed by any persons, and to make recommendations as to the ways and means of recovering and restoring of assets, monies or other resources that may have been illegally taken, misappropriated, misapplied or lost.

The investigation has been wide ranging. As is apparent from the preceding Volumes disproportionate amounts of resources were wasted, misappropriated and diverted during the 22 years of the Ex-President Jammeh's Government. At the same time the meager resources at the disposal of the country were managed at the whim and caprices of the Ex-President without regard to the structures and processes in place to ensure coherence and accountability, as can be seen from the transfer to OP of the management of key institutions, the appropriation of SOE revenue, for instance, in the case of the International Gateway or the GNPC accounts, the failure to comply with procurement rules, and the creation of OP controlled bank accounts for the diversion of resources to them.

The Ex-President's financial dealings/activities were at all stages facilitated, assisted or even guided by a number of people. The Commission in the preceding Volumes has endeavored to identify those who were involved in any matter investigated and reported on. During the course of its inquiry the Commission identified seventeen persons as close associates of Ex-President Jammeh based on the evidence before it at any stage. These include military officers who left with the Ex-President into exile, private individuals and companies that had business dealings with the Ex-President either directly or indirectly through companies in which the Ex-President has an interest. The investigations have however shown that apart from persons who fall in the said category there are others who worked with the Ex-President by virtue of the offices they held, many of whom were also involved in the Ex-President's financial dealings and activities.

This Volume sets out the responsibility of the Ex-President, Family Members, Close Associates and any other persons found to be liable to make restitution to the State or any other institution under this Report. It also identifies the offences that the evidence shows may have been committed and the persons who there is probable cause to believe committed the offences or were parties to their commission.



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### CHAPTER 2 - INDIVIDUALS

#### 1. EX-PRESIDENT YAHYA A.J.J. JAMMEH

##### 1. BACKGROUND

###### A. Limitations on the Office of the President

The primary subject of our inquiry is the Ex-President. This Chapter sets out its findings as regards the Ex-President's civil and potentially criminal liabilities. The Commission has adverted its mind to the duty of a President to uphold and defend the Constitution and the law<sup>1</sup> in accordance with his or her Oath of Office, and the limitations on the Office of President to undertake private business activities<sup>2</sup>. Section 69 of the Constitution makes it clear that with regard to civil proceedings against a President for acts committed whilst in Office, the time during which he was in office is not counted for the purpose of bringing a valid action against him within the limitation period. After he leaves office no court may entertain any action against him or her in any civil proceedings in respect of any act done in **his or her official capacity as President**. There is no restriction on holding the Ex-President responsible and liable for actions done by him in his private capacity or outside the scope of his office as President or those that are unlawful or irregular, or done for his personal interest.

All acts of the Ex-President for which the Commission finds him liable in this Report and summarized in this Chapter were found by the Commission to have been done in his private capacity, or outside the scope of his office as President, or otherwise illegal.

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<sup>1</sup> See section 61(2)

<sup>2</sup> Section 68(4)(5) of the Constitution which provides that "The President shall not while he or she continues in office as President, hold any office of profit or emolument whether public or private, occupy any other position carrying the right to remuneration for rendering of services, be undertake any activity inconsistent with his or her official position or expose himself or herself to any situation which carries the risk of a conflict developing between his or her official concerns and his or her private interest.(C) Used his or her position as such or used information and entrusted to or received by him or her in an official position directly or indirectly to enrich himself or herself or any other person. Where the President was engage in any trade business or other undertaken before assuming the office of President he or she shall if he or she wishes to continue such trade, business undertaken do so under a trusteeship".



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With regard to criminal liability, section 69 of the Constitution makes it clear that any prosecution must be sanctioned by two thirds of the members of the National Assembly if they deem it to be justified in the public interest<sup>3</sup>.

### B. Profile

Ex-President Jammeh was born on the 25<sup>th</sup> May 1965. He came into power on 22<sup>nd</sup> July 1994 at the age of 29 as a Lieutenant in the Gambia Armed Forces (GAF). His Employment No. was 3005061<sup>4</sup>. He was first married to Madam Tuti Faal (divorced), then Madam Zineb Souma, and lastly Madam Halima Sallah (divorced). He has two children with Ex-First Lady Zineb Jammeh, namely Mariam and Muhammed Jammeh. His only other known dependent was his mother Aja Asombi Bojang (deceased).

He was in power for 22 years 6 months, first as Chairman of the Armed Forces Provisional Ruling Council 22<sup>nd</sup> July 1994 to January 1997 when he was sworn into power as the 2<sup>nd</sup> President of The Gambia.

### C. Emoluments

According to the records of the Accountant General, in July 1994 when he took over power, his salary was D2,744.20 per month. The Accountant General has not provided details of his salary and allowances for the period between July 1994 to June 1997. From correspondence from the Accountant General to the Ex-President's bankers Trust Bank Limited, his emoluments from July 1997 were as follows<sup>5</sup>:

Total Emoluments paid from 18/1/2007 to 5/12/2013 including per diem is D14,290,394  
28/1/2014 to 31/12/2016 – D10,941,000 including gratuity but excluding per diem.

- Total Salary D23,514,999.42 -15/7/1997 – 31/12/2016
- Gratuity D4,821,000.00
- Per diem D1,126,394.80 (up to 5/12/2013)

Between the period August 1994 to July 1997, there is no evidence of monthly salary being paid into his account and for the years from 1997 to 2006, there is no record of gratuity being paid or per diem shown.

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<sup>3</sup> Section 69(3) - (3) - After a President has vacated the office of President---a criminal court shall only have jurisdiction to entertain proceedings against him or her in respect of acts or omissions alleged to have been perpetrated by him or her while holding office as President if the National Assembly has resolved on a motion supported by not less than two-thirds of all members that such proceedings are justified in the public interest.

<sup>4</sup> Exhibit MS315A

<sup>5</sup> Exhibit MS315A-C



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**PER DIEM was paid** from Security Account Number 1101003565 at Central Bank.<sup>6</sup> as from 2011. The account was opened and operated from the Office of the Secretary General. According to the financial records from OP from 2011 to 2016 D260, 820, 345.99 was spent on travels, per diems and others from the Security Account Number 1101003565 at Central Bank.<sup>7</sup> **The account was** never audited and did not have an internal audit system.<sup>8</sup>

## D. PERSONAL BANK ACCOUNTS

### Trust Bank Limited (TBL) Salary Accounts

From the Accountant General's Records, the Ex-President maintained the following accounts at TBL from 1994:

According to Mr. Ebrima Sallah Managing Director of Trust Bank Limited, the Ex-President maintained the following accounts from 31<sup>st</sup> August 1999.

H.E. Yahya AJJ Jammeh Current & Salary Dalasi Denomination Account 11002037701. Balance 0. It was funded from 2005 as follows:

<b>PERIOD</b>	<b>MONTHLY SALARY</b>
12/2005	D41,000
1/2006-12/2006	D47,000
1/2007-11/2007	D47,000
1/2007-11/2007	D77,000
1/2008-12/2014	D170,000

Yahya AJJ Jammeh Savings Account Number 11212210701 10<sup>th</sup> August 2012. Balance as at 21/1/2017 D295,024.34 plus D4,364.74 interest.

Yahya Jammeh Saving Account Number 11212576101 opened 7<sup>th</sup> June 2012. Balance D832,825.22.

<sup>6</sup> see testimony of Adama Njie and Exhibit MS10A

<sup>7</sup> see testimony of Adama Njie and Exhibit MS10A

<sup>8</sup> Transcript of Adama Njie dated 28<sup>th</sup> November 2017 and Exhibit MS110B





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Muhammed Yahya Jammeh Account Number 11240205701 opened 2<sup>nd</sup> January 2008.  
Balance D10, 000.

#### **Guaranty Trust Bank (GTB) Salary Accounts:**

The Ex-President opened a salary account at the Guaranty Trust Bank (Gambia) Limited<sup>9</sup> on the 7<sup>th</sup> January 2015. Mr. Amadou Samba was the Ex-President's Reference in opening these salaried Accounts.

- (1) Dalasi Salary Account Number 201116793110 covered the period 16<sup>th</sup> January 2015 to 30<sup>th</sup> June 2017. The last transaction date was on 23<sup>rd</sup> January 2017. The total credit into the account was D5,780,025. An amount of D170, 000 monthly was paid into the account. The balance in the account as at 23<sup>rd</sup> January 2017 was D1,277,889.63 and as at 30<sup>th</sup> June 2017 was D1, 277,716.59. There were only two withdrawals from the account in two years.
- (2) Dollar Account Number 201116793210 had only one deposit transaction on the 8<sup>th</sup> January 2015 amounting to USD22,000.
- (3) Euro account Number 2011167934610 had a lodgment of EUR 15, 833.33. There was no withdrawal from this account too.
- (4) Sterling Account Number 201116793310 had a deposit of GBP12,500 on the 8<sup>th</sup> January 2015. There was no withdrawal from this account. Mr. Sanna Jarju made the cash deposits in these accounts<sup>10</sup>.

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<sup>9</sup> Exhibits BB81A &B

<sup>10</sup> Transcript of Mr. Bolaji Ayodele Managing Director Guaranty Trust Bank dated 11<sup>th</sup> December 2012 and Exhibits BB81A and BB81B



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### 2.1 BANK ACCOUNTS FROM WHICH MONEY WAS ILLEGALLY TAKEN<sup>11</sup>

#### A. CENTRAL BANK OF THE GAMBIA

##### A.1. STATE AIRCRAFT ACCOUNT – a/c no. 09201200525

The Ex-President and Mr. Mambury Njie (Witness no. 55) were signatories to this account. Account was opened by CBG to receive a grant from the Kingdom of Qatar for the purchase of a State Aircraft. EUR 3,999,893.00 was paid into the account from Doha between 12<sup>th</sup>- 19<sup>th</sup> October 2011. Opening of this account is illegal because there is a statutory requirement for grants to be paid into the Consolidated Revenue Fund (CRF). Funds were spent by Ex-President as follows:

- **EUR 1,000,000** was paid to Global Trading Group NV (GTG) as a deposit for the purchase of an aircraft. Instructions were then given by Secretary General Dr. Njogou Bah for the funds to be used to pay off “running account of Kanilai Family Farms with GTG”.
- **EUR 995,000** paid to GTG for the purchase of vehicles for Kanilai Family Farms Ltd.
- **EUR 2,000,3190.97** was withdrawn in cash by Protocol Officer ‘Ms. Fatou Njie’ (Witness No. 71) on 3 written authorizations of Ex-President Jammeh.

**CIVIL LIABILITY:** The sum of **EUR 3,999,893** is recoverable from KFF and Ex-President Jammeh’s assets. Of this Euros 1,995,000 is also recoverable from GTG and directors Mohamed Bazzi and Fadi Mazegi.

**CRIMINAL LIABILITY:** Theft of **EUR 3,999,893** contrary to section 245(2)(e) Criminal Code aided and abetted by public officers.

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<sup>11</sup> See Volume 2 for more details



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### **A.2. INTERNATIONAL GATEWAY ACCOUNT – a/c no. 11033001840**

This account was opened based on an Executive Directive to Permanent Secretary Ministry of Finance in September 2013 to hold International Telecommunications Gateway Revenue from TELL International. Signatories to the account were Secretary General Mr. Momodou Sabally and Secretary to Cabinet Mr. Noah Touray.

Total sum of **USD5,026,805** was paid into the account. USD1 million cash withdrawal was authorized by Momodou Sabally and Ex-President even though the latter was not a signatory to account. The Ex-President instructed the withdrawals and or received EUR 610,000, USD1,960,000 and D32.4 Million withdrawn by Mr. Momodou Sabally acting alone or with Mr. Noah Touray.

**CIVIL LIABILITY: EUR 610,000, USD1,960,000 and D32.4 Million** are recoverable from Ex-President's assets.

**CRIMINAL LIABILITY: Theft of Euros 610,000, USD1,960,000 and D32.4 Million** contrary to section 245(2)(e) Criminal Code aided and abetted by public officers.

### **A.3. SPECIAL PROJECT ACCOUNT (VISION 2016) – a/c no. 1103002074**

The Ex-President was sole signatory to this account. The account was illegally opened on the 25<sup>th</sup> July 2014 by executive directive to the Directorate of Treasury. The account was actually activated by CBG on the 16<sup>th</sup> July 2014 with a credit transfer of USD2,905,040 before the instructions for the opening of the account were sent.

Source of funds was MGI TELECOM AG, managers of the International Telecommunications Gateway. Total sum USD43,123,245 was deposited into the account. Between 15<sup>th</sup> July 2014 and 7<sup>th</sup> July 2015, Ex-President Jammeh personally authorized cash withdrawals from the said account for the total sum of **USD18,016,434.80**<sup>12</sup> mostly collected by Chiefs of Protocol Sanna Jarjue (**USD9,655,821.31**) and **Alhaji Ousman Ceesay (USD2,669,593.80)**, Noah Touray (**USD1,000,000.00**). Opening of this account was illegal. Cash withdrawals were illegal.

**CIVIL LIABILITY: The sum of USD18,016,434.80** is recoverable from Ex-President assets.

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<sup>12</sup> Exhibit CB20



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**CRIMINAL LIABILITY:** Theft of total sum of USD18,016,434.80 aided and abetted by public officers.

### A.4. 3M CITY BANK ACCOUNT – a/c no.

#### **(1) USD35 Million Taiwan Loan**

USD35 Million loan was taken from the Exim bank of Taiwan in 1995. USD30 Million was paid into a 'Nostro Accounts'<sup>13</sup> opened at City Bank New York with account no. 36116427 with a corresponding special deposit local Bank (3M account). Signatories to the account were Captain Edward Singhateh (Vice Chairman of AFPRC) and Captain Ebou Jallow (Spokesman). Later, Captain Singhateh's signature was withdrawn.

USD5 Million was received in cash by Ebou Jallow on the instructions of Ex-President and brought to AFPRC Council. USD2,220,000 cash was thereafter deposited by Captains Singhateh and Jallow a few days after the initial deposit. This cash sum was withdrawn by Mr. Baba Jobe. USD2,750,000 (from the USD5 Million) said to be kept at OP was never accounted for. Only record of the USD30 Million which the CBG received is USD268,000 for the purchase of the Daily Observer Newspaper<sup>14</sup>.

The loan matured in 2015 and a total of USD41,691,940 was repaid by Government including interest of USD11,691,940 as per evidence of Mr. Abdoulie Jallow (Witness no. 11) PS 1 of MOFEA<sup>15</sup>. **USD27,732,000 is not accounted for.**

#### **(2) USD28.5 Million Overdraft**

When the loan in the 3M account was exhausted after the Transition period, CBG allowed OP to overdraw the account which by December 2001 amounted to USD28.5 Million. This sum was not captured in the CBG books until 2003 when Government had to take ownership of the debt. Of this sum **USD7,824,957.58** and **D69,441,485.50** were withdrawn by Mr. Baba Jobe stated to be under the directives of Ex-President. USD USD3 million was illegally paid to Side-Gambia Invest Limited for the purchase of Kairaba Beach Hotel<sup>16</sup>. USD335,000<sup>17</sup> was illegally paid to SA Dinia Emeublement in Morocco for unascertained purposes. USD2 Million was illegally paid to West Coast

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<sup>13</sup> Nostro Accounts refers to accounts held by banks in a foreign currency in another bank

<sup>14</sup> Dealt with under Volume 4

<sup>15</sup> Evidence given by Witness no. 11 Abdoulie Jallow on Wednesday 31<sup>st</sup> January 2018

<sup>16</sup> See Volume 4 Chapter 5

<sup>17</sup> Exhibit MS114(G), MS114(G), Witness Statement of Mr. Abdoulie Cham



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Property Holding Ltd (Company of Messrs. Baba Jobe and Lang Conteh)<sup>18</sup> in Switzerland.

Further cheques totaling USD2 Million issued to Ex-President by Taiwan were cashed through the account.

#### **CIVIL LIABILITY:-**

**USD7,335,000** cash (taken from USD35 Million loan) to be recovered from Ex-President

The Ex-President with members of the AFPRC are liable to account for the sum of **USD27,732,000** not accounted for from the Exim Bank of Taiwan Loan of USD35 Million of this sum Baba Jobe (Estate) is jointly liable for **USD7,824,957.58** and **D69,441,485.50** is recoverable from Ex-President jointly with Baba Jobe (deceased) from the illegal overdraft. The remaining balance of **USD20,675,042.42** is recoverable from Ex- President Jammeh.

**USD2 Million** in cheques from Taiwan were received by the Ex-President in trust for the Gambian people. He is liable to account for the said sum.

**TOTAL= USD35,556,442.42** to be recovered from Ex-President.

#### **CRIMINAL LIABILITY:-**

Theft:

- (a) USD2,750,000 from the cash sum of USD5 Million said to be kept at OP and never accounted for was stolen by the Ex-President.
- (b) USD2,220,000 said to have been withdrawn by Baba Jobe from Central Bank was jointly and severally stolen by Baba Jobe and the Ex-President
- (c) USD7,824,957.58 and D69,441,485.50 withdrawn by Baba Jobe stated to be under the directives of Ex-President was jointly and severally stolen by Baba Jobe and the Ex-President.
- (d) USD335,000<sup>19</sup> paid to SA Dinia Emeublement in Morocco for unascertained purposes was stolen by the Ex-President.

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<sup>18</sup> See Volume 4

<sup>19</sup> Exhibit MS114(G), MS114(G), Witness Statement of Mr. Abdoulie Cham



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### **A.5. CARNEGIE MINING ACCOUNT – a/c no. 1101002647**

The Carnegie Mining account was opened by PS Finance on the directives of OP by letter dated 23<sup>rd</sup> January 2007 to lodge royalties from the Carnegie Mining Operations. The signatories were the various SGs and Secretaries to Cabinet.

Cash withdrawals totalling D14,401,000 were made by Mr. Njogou Bah channeled through the Directorate of Treasury. The total sum of D51,273,741 was applied to payments that were not for any Government purpose or public benefit on the instructions of the Ex-President.

Total cash payments of D29,086,500 were made to the Ex-President by Njogou Bah D14,400,000 and Messrs. Momodou Sabally and Noah Touray as joint signatories- D14,686,500.

**CIVIL LIABILITY: - D29,086,500** cash and authorized ineligible payments **D51,273,741**.

**TOTAL- D80,360,241** to be recovered from Ex-President

### **CRIMINAL LIABILITY**

Theft of cash sums of **D29,086,500** aided and abetted by public officers Messrs. Njogou Bah and Momodou Sabally.

### **A.6. National Youth Development Fund Account a/c no. 1101004122 & 1103001826**

This USD account was opened on the 13<sup>th</sup> August 2013. The signatories to the account were Secretaries General and Cabinet Secretaries. Total deposit into the account was US\$5,301,325.73. The total withdrawal was US\$5,301,325.73.

The total spent on tuition fees was US\$779,637.41.

There were cash withdrawals totalling to D44,814,071.25 and US\$143,000.



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**CIVIL LIABILITY: - D44,814,071.25** to be recovered from the Ex-President

**CRIMINAL LIABILITY: - Theft of D44,814,071.25 and USD143,254.45.**

### **A.7. Sand Mining Royalties Account – A/C No. 1101004139**

This account was opened on the 17<sup>th</sup> June 2013 for the lodgment of royalties paid by businesses in the mining industry for mining activities, surface fees and so on. Secretaries General and Secretaries to Cabinet were signatories to the account. The total deposits into the Sand Mining Royalties Account was D36,593,641. Total withdrawals D27,043,839.60. Of this sum, the Ex-President authorized the use of D405,000 to sponsor pilgrims to Israel and D2,847,000 for the printing of books authored by the Ex-President **totalling D3,252,000.**

**CIVIL LIABILITY: - The Ex-President** is liable for the sum of **D3,252,000.**

### **A.8. Construction Of The Kanilai Recording Studio And Conference Centre<sup>20</sup> - A/C No. 01201200407/ 1101002939**

The Construction of the Kanilai Recording Studio and Conference Centre Account was opened on 18<sup>th</sup> April, 2008. Secretaries General and Secretaries to Cabinet were signatories to the account. Total deposits in account of D30,015,775. USD1 Million cheque was from ROC on Taiwan to build Kanilai Recording Studio and conference hall.

Total cash sums of D4,557,400 was withdrawn by Secretary General Njogou Bah and not accounted for. **D13,903,500** was paid to Mr. Ebrima Cham, the Director General of GAMWORKS as the Project Manager for the works and a contractor- MACODOU NDOUR[ANDE LIGUEY AFRICA(A-L-A) COMPANY LIMITED D1,265,400. Total spent on the Studio=D15,168,900

#### **CIVIL LIABILITY:**

A lien on Kanilai Estate of the Ex-President to the extent of the balance of the funds i.e. **D15,168,900.**

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<sup>20</sup> Exhibit CB36



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The sum of **D4,557,400** withdrawn by Secretary General Njogou Bah and Ex-President.

#### **CRIMINAL LIABILITY**

Theft by Ex President Jammeh of **D4,557,400** aided and abetted by public officer.

#### **A.9. 2<sup>nd</sup> Divestiture Account Also Known As (GAMTEL/ GAMCEL Shares Sale Account) – A/C No. 03201200386**

The 2<sup>nd</sup> Divestiture account also known as ‘GAMTEL/ GAMCEL Shares Sale Account’ was opened at the Central Bank of the Gambia (CBG) on 28<sup>th</sup> August 2007 as a foreign currency denominated account as a below the line account to capture the sales proceeds of 50% of GAMTEL shares received from SPECTRUM International<sup>21</sup>. The account was operated by the Minister of Finance Mousa Bala Gaye and PS Finance.

Total credits into the account was USD28,427,975.83 instead of the USD35 Million on the sale agreement as the purchase price for the shares. The equivalent of USD19,383,697.81 was paid to CRF. The rest of the funds were spent on the directives of the Ex-President conveyed by the SGs to the Ministry of Finance. The instructions for payment by bank transfers were then given by the Minister Mousa Balla Gaye and the PSs mostly made through the Gambian Embassy in US.

The Commission finds that the total sum illegally spent by the Ex-President from this account is USD7,948,025.73 to purchase -31 Blue bird buses and other vehicles to start a private bus company UTSCO; medicines and HIV Kits and other medical supplies for his illegal treatment programme; supplies for a poultry project; the sponsor of American girls who had taken part in a beauty pageant at Kanilai etc.

**CIVIL LIABILITY: - USD7,948,025.73** is recoverable from Ex-President’s assets.

**CRIMINAL LIABILITY: - Theft of USD7,948,025.73 by the Ex-President.**

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<sup>21</sup> Exhibit CB33





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### 2.3 COMMERCIAL BANKS

#### A.1. MINISTRY OF PETROLEUM ACCOUNT – a/no. 201-117286-5-110 – Guaranty Trust Bank (Gambia) Limited

The Ex-President between the periods 3rd February 2012 to 16<sup>th</sup> February 2015 and from May 2016 up to December elections 2016, was the Minister of Petroleum. Mrs. Sira Wally Ndow-Njai was Deputy Minister up to May 2016. On the 14<sup>th</sup> April 2015, an account- Ministry of Petroleum – Special Services Account No 201/117286-5/2/1/0 was opened at Guaranty Trust Bank by the Ministry of Petroleum<sup>22</sup>. Signatories were the Ex-President and Mrs. Sira Wally Ndow –Njai.

USD428,684 was jointly withdrawn by the President and Mrs. Sira Wally Ndow-Njai and received by him.

USD1,000,000 was withdrawn by Sanna Jarju in the absence of Sira Wally Ndow and regularized by her on her return. USD197,000 was paid to Mr. Phillip Sambou.

USD2,142,800 was withdrawn by Mrs. Sira Wally Ndow-Njai alone. She said she gave it to Ex-President.

#### **CIVIL LIABILITY**

- **USD1,625,648** recoverable from Ex-President
- **USD2,142,800** recoverable from Ex-President jointly and Severally with Mrs. Sira Wally Ndow.

#### **CRIMINAL LIABILITY**

Theft of public funds of **USD3,768,448** by Ex-President and Mrs. Sira Wally Ndow Njie, the latter to the tune of USD2,142,800 only.

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<sup>22</sup> Exhibit BB46



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### A.2. TAX REVENUE RECOVERY ACCOUNT – a/c no. 202154961110

On the 8<sup>th</sup> June 2012<sup>23</sup>, Secretary General Njogou L. Bah wrote to the Guaranty Trust bank to open the Gambia Revenue Recovery Account indicating that the Ex-President and Secretary General Bah were to be the signatories to the Account. The mandate was that anyone could sign. The Account was to hold tax revenue recovered pursuant to the Tax Commission Report. Dr. N. Bah was later replaced by Mr. Momodou Sabally. Total sum of D40,640,404.92 was withdrawn in cash.

#### **CIVIL LIABILITY**

Total sum of **D40,640,404.92** recoverable from Ex-President and the Secretary General that countersigned the individual withdrawals. (See Volume 2 for details).

#### **CRIMINAL LIABILITY**

Theft of **D40,640,404.92** by the Ex - President aided and abetted by either Secretary General Njogou L. Bah or Momodou Sabally

### A.3. DR. ALHAJI YAHYA JAMMEH FOUNDATION<sup>24</sup> - a/c no. 10701930502

On the 11<sup>th</sup> May 1999, Trust Bank Limited opened the Dr. Alhaji Yahya Jammeh Foundation accounts in dalasis.

A US dollar account No.10701930502 was also opened with the same signatories.

Ex-President illegally authorized payments of USD3,013,615.47.

He also received from EAGL the sum of USD2,550,000 which he demanded from Mr. Mohamed Bazzi.

#### **CIVIL LIABILITY**

**USD3,013,615.47** recoverable from his assets

Restitution of **USD2,550,000** received in bribes

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<sup>23</sup> Exhibit BB33

<sup>24</sup> Exhibit BB72F(bundle)



## The Commission of Inquiry

### CRIMINAL LIABILITY

Theft of **USD3,013,615.47**.

Corrupt practices in respect of the **USD2,550,000** contrary to section 360 (b) and 361 of the Criminal Code

(SEE VOLUME 4 - PART 3 CHAPTER 1 for more details.)

#### A4. NATIONAL SECURITY PROJECTS ACCOUNTS – a/c no. 12012532102 & 11212532101

On the 19<sup>th</sup> April, 2012, the Ex-President and the then Secretary General, Njogou L. Bah opened a dalasis savings account at Trust Bank Ltd. No.11212532101 and on the 19<sup>th</sup> April 2012 deposited D10 million into the account. The D10 million from Access Bank was traced to a cheque No. 00284314 paid to Secretary General Bah from Gambia National Petroleum Company account<sup>25</sup> on the request of the Office of the President<sup>26</sup> purportedly for Mile 2 Prisons Rehabilitation. No rehabilitation was carried out. By 31<sup>st</sup> December 2016, the account accrued a total interest of D416,706.93.

From 20<sup>th</sup> April, 2012 to 20<sup>th</sup> November 2012, the Ex-President and Secretary General Bah withdrew D9,201,140 cash through a cadet Protocol Officer – Mr. Momodou Sowe. D700,000 was for “to cater for the feeding and fuel requirements of “Operation Bulldozer”) was not accounted for. USD2,921,317 cheque by Embassy of ROC (TAIWAN) on the 11<sup>th</sup> May 2012.

USD20,000 was paid to New Nexus International Strategies LLC.-a Security company located in the USA. USD218,800 was paid to a Taiwanese Fertilizer Company to purchase fertilizers for Kanilai Family Farms. A total of USD1,056,841.77 was withdrawn in cash from this account. D4,200,000 and USD50,000 withdrawn cash.

### CIVIL LIABILITY

**D14,101,140** and **USD1,056,841.77** is recoverable from Ex-President and SG Dr. Njogou Bah jointly and severally.

**USD238,800** from the Ex-President.

<sup>25</sup> Exhibit MS60 (bundle)

<sup>26</sup> SC2 (bundle) (see letter dated 5/4/2012 to Ministry of Petroleum reference OP244/126/02/10/(23) from SG-OP. Letter from Ministry of Petroleum to GNPC dated 10/4/2012 reference APB/105/108/01(104) to MD GNPC. GNPC letter enclosing D10 million cheque dated 12/4/2012 reference GNPC/101/160412/(15)



## The Commission of Inquiry

### **CRIMINAL LIABILITY**

Theft of cash withdrawals of **D9,201,140**, **D4,200,000** and **USD50,000** by Ex - President Jammeh.

A.5. KANILAI INTERNATIONAL FESTIVAL TRIBUTE TO MICHEAL JACKSON ACCOUNT – a/c no. 11011733601

This account was opened where Funds were to be lodged for the operation and smooth functioning of the event i.e. tribute to Michael Jackson by Ex-President.

Ex- President Jammeh was a signatory to this account together with the then Secretary General “Mr. Njogou L. Bah” and funded by D10,916,250 taken from Treasury Main Account

### **CIVIL LIABILITY**

**D10,916,250** taken from Treasury Main Account recoverable from the Ex-President, Dr Njogou Bah and Mrs. Njendeh Wadda who were responsible for accounting for the imprest.

### **CRIMINAL LIABILITY**

Theft of **D650,000** cash paid to the Ex-President aided and abetted by Dr Njogou Bah.

A.6. PRESIDENT’S HIV AIDS & ASTHMA TREATMENT TRUST FUND ACCOUNT – a/c nos. 11211185703, 11011185701, 12011185702

The Savings and USD accounts were opened on the 24<sup>th</sup> September 2007.

These accounts were opened to fund treatment of HIV/ AIDS, Asthma, Diabetes, High Blood Pressure and so on. Ex-President was signatory to the account.

USD1,043,430 and D1,600,000 issued by Embassy of ROC (TAIWAN) Banjul made out to the Secretary General Office of the President was credited to the USD account.

### **CIVIL LIABILITY**



### The Commission of Inquiry

**USD1,043,430** and **D1,600,000** received from Taiwan is recoverable from Ex-President.

#### A.7. REPUBLIC OF CHINA - TAIWAN – a/c no. 12010765601

This is an account of the Embassy of Taiwan from which grant funds were made to the Government. Between November 2007 to March 2011, Ex-President Jammeh received ROC cheques in his personal name in the total sum of USD3,300,000 which he cashed; USD4 Million which were cashed by Chief of Protocol Mr. Alhaji Ousman Ceesay on his behalf; USD1 Million transferred to his personal account in Trust Bank (No.120-106947), USD1,999,899.79 to the President's HIV & AIDS Treatment fund which is entirely controlled by Ex-President Jammeh<sup>27</sup>.

USD2,099,993 through Jammeh Foundation for Peace account<sup>28</sup>.

#### **CIVIL LIABILITY**

**USD8.3 Million** received by Ex - President Jammeh on behalf of the Gambian people.

#### **CRIMINAL LIABILITY**

Theft of **USD8.3 Million** by Ex- President Jammeh of which USD 4 Million was aided and abetted by Mr. Alhaji Ousman Ceesay.

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<sup>27</sup> See Volume 4 Part 3 Chapter 4

<sup>28</sup> See Volume 4 PART 3 Chapter 1



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A.8. HIGHER EDUCATION SUPPORT ACCOUNT – a/c no. 11011567401<sup>29</sup>, 12011567402<sup>30</sup> and 12011567403<sup>31</sup>

### GMD Account

From reviewing the Corporate Account Opening form', the opening of the account was triggered by the Office of the President (OP) on the 16<sup>th</sup> June 2009.

### USD Account

From our review of the account, total credit into this account was USD3,914,653.04, Evidence was seen of ROC (TAIWAN) cheques nos. 2018, 2061 and 2910 of USD500,000, USD500,000 and USD442,000 in the name of "Secretary General, OP" paid into account on the 15<sup>th</sup> June 2009, 7<sup>th</sup> September 2009 and 14<sup>th</sup> June 2013.

The Signatories to the accounts were the SGs, SC, PS

- Transfers of USD200,000 and USD400,000 to PEGEP as budgetary support dated 4<sup>th</sup> August 2009 (authorized by Messrs. Abdoulay Sallah and Njogou Bah) and 12<sup>th</sup> October 2010 authorised by Njogou Bah and Ebrima O. Camara.
- Cash withdrawal of USD200,000 was paid to Mr. Ebrima O. Camara on the 8<sup>th</sup> October 2010– *Ineligible Expenditure*
- D1,084,906 paid to Gambia Catholic Youths for the World Youth Day in Spain on the 11<sup>th</sup> August 2011. Transaction authorized by Messrs. Saikou Kawsu Gassama and Alieu Njie - *Ineligible Expenditure*

### **CIVIL LIABILITY**

**USD600,000** was transferred to PEGEP and **D1,084,906** and should be recovered from Ex-President Jammeh

### **CRIMINAL LIABILITY**

Theft of **USD600,000** and **USD200,000** was aided and abetted by Ebrima O. Camara.

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<sup>29</sup> Exhibit BB94

<sup>30</sup> Exhibit BB109B

<sup>31</sup> Exhibit BB109C



## The Commission of Inquiry

### A.9. MRI PRESIDENTIAL PROJECT ACCOUNT – a/c/ no.11280412101 Trust Bank Ltd.

The account was opened on the 13<sup>th</sup> April 2011 GMD Savings account. Various Secretaries General and Secretaries to Cabinet were the signatories to the Account. Account was funded from Taiwan, Government Ministries, and transfer of D15Million from SSHFC. *Total credits into the Account is in the sum of D31,238,523.21. Total debits D28,145,480.00. Balance at freezing – D3,092,012.49. Total cash of **D28,145,480 withdrawn through:** Dr Njogou Bah and Noah Touray - D15,000,000.00, Sanna Jarju – D3,000,000.00; Isatou Auber and Ismaila Sanyang – D7,000,000.00, Isatou Auber, Ismaila Sanyang and Sanna Jarju – D2,000,000.00*

#### **CIVIL LIABILITY:**

D28 Million cash is recoverable from Ex-President and mentioned public officers.

#### **CRIMINAL LIABILITY:**

Theft of **D28 Million** aided and abetted by public officers involved.

### C. PROF. Dr. YAHYA A.J.J. JAMMEH ACCOUNT – a/c. no. 11002037701

A personal account ‘an *Individual Current Account*’ was opened for Ex-President Jammeh in 2005<sup>32</sup>. Total sums of D240,030,000 were received from EAGL from 30<sup>th</sup> June 2011 to 30<sup>th</sup> January 2013 as incentives from another contractor –TELL International the International Gateway managers.

#### **CIVIL LIABILITY:**

Bribery is a tortious wrong. Ex-President is liable for the restitution of **D240,030,000** is due to the State.

#### **CRIMINAL LIABILITY”**

Corrupt practices contrary to section 360(b) and 361 of the Criminal Code

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<sup>32</sup> Exhibit BB72g



**The Commission of Inquiry**

**D. SUMMARY**

**TOTAL FUNDS FOR WHICH THE EX-PRESIDENT IS LIABLE FROM PUBLIC ACCOUNTS IS:**

**USD84,156,492.64**

**GMD516,925,313.17**

**EUR4,609,893**





## The Commission of Inquiry

### CHAPTER 3 - COMPANIES AND BUSINESSES

1. The evidence shows that the Ex-President went into business. The earliest evidence of this is the Youth Development Enterprise (YDE) through Mr. Baba Jobe, Senior Assistant Secretary, OP but who was not answerable to the SG. After 2004 the Ex-President set up other companies ostensibly to become a farmer then he appeared to expand his interests to other areas.

The Ex-President in contravention of section 68 of the Constitution illegally set up and established a number of companies and businesses. These are illegal enterprises and the Commission has recommended that the corporate veil is lifted over them for the purpose of fixing liability and that they are all liquidated.

- Kanilai Family Farms (KFF)
- Kanilai Group International (KGI),
- Unique Transport Systems Company Ltd. (UTSCO),
- Sindola Safari Lodge (Sindola),
- Mineral Company of the Gambia Ltd,
- Westwood Gambia Ltd. (Westwood),
- Westport Logistics,
- Green Industries,
- Observer Company,
- Alhamdulillah Petroleum and Mineral Company (APAM).

Two other companies- Millennium Africa Water and Electricity Power Company Limited- KFF and Mr. Momodou Lamin Sonko were the shareholders<sup>33</sup> and Santangba - do not appear to have operated. Santangba had at least 1 property registered in its name situated in Bigilo<sup>34</sup>.

## 2. COMPANIES

### A. Kanilai Worni Family Farms Ltd. (In receivership)

KFF was incorporated on the 14<sup>th</sup> of October 1998.<sup>35</sup> Shareholders are Ex-President 99%, and his brother Mr. Ansumana Jammeh nominal 1% owner. He told the Commission that he never participated in or asked about the company. The Share Capital of the Company is D11,100 divided into 111 ordinary shares of D100 each. The objects for which the company was established were to carry on the business of farming in all the company's branches such as wholesale and retail of fruits and vegetables,

<sup>33</sup> Exhibit WW1 and Transcript of Mr. Momodou Lamin Sonko dated 16<sup>th</sup> of April 2018.

<sup>34</sup> Exhibit LL4A(20)

<sup>35</sup> Exhibit MS310B (Memorandum and Articles of Association)



### **The Commission of Inquiry**

including mixed farming, poultry, animal breeding, etc. It also includes exporting of agricultural and farm produce.<sup>36</sup>

KFF was a holding company. It also operated the business units with their separate bank accounts directly. generally operated from KFF offices at Standard Chartered House and from State House. The Ex-President was signatory to some of the Bank Accounts with the Managing Directors – Ahmad Hodroj 2009/2010, Pa Ousman Bojang-2010-2014, Pierre B Tamba, Ansumana Jammeh -2015. It operated 4 TBL Bank accounts

#### **A.1 Central Abattoir Abuko**

The KFF Abuko base was bought by the Ex-President from Mr. Momodou Gaye for an estimated D16,000,000. It has never paid corporate taxes. It maintained 3 TBL accounts.

#### **A.2. Kanilai Family Farms Garage**

The business address was listed as Kanilai Village, West Coast Region and mailing address says, “State House, Banjul”. It maintains 2 TBL accounts.

#### **A3. Kanilai Family Farm Workshop**

The address for its bank accounts is Kanifing Mechanical Workshop along with their telephone numbers. It maintains a TBL account funded from payments from the Central Bank which is indication that it receives business from Government.

#### **A.4. Kanilai Family Farms Gambia Livestock Marketing Agency (GLMA)<sup>37</sup>**

This unit operates 1 TBL account.

#### **A.5. Kanilai Family Farms Bakery**

Operates from Kairaba Avenue as its production centre. KFF Bakery was transferred under the KGI management in 2014. The Ex-President was signatory to its TBL accounts with the managing director of EAGL one Ahmad Hodroj.

#### **A.6. Kanilai Farms Ram Sales**

KFF Group was involved in the buying and selling of Rams. It does not appear to have done so under any subsidiary. It operated a GTB Ram Sales Account opened in September 2015. The signatories were Permanent Secretaries OP- Ms. Isatou Auber and Mrs. Yam Bamba Njie Keita. Signatories were changed to General Sulayman

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<sup>36</sup> Exhibit MS310B (Memorandum and Articles of Association)

<sup>37</sup> <http://www.sunugambia.com/tag/gambia-livestock-marketing-agency/>



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Badjie and Ms. Woreh Njie - Ceesay. The ram sales scheme appear to have been operated as a 1x6 for public officers.

### A.7. KFF - LIABILITIES FOR TAXES, UTILITIES AND PORT CHARGES

KFF did not pay any taxes and used public services without paying for them. As at June 2017 the following were claimed by various institutions:

<b>Institution</b>	<b>Service</b>	<b>Amount</b>	
GRA	Corporate Taxes	D75,477,900.00	
GPA	Port charges	D11,480,194.28	
GFS	Ferry Crossing	D383,365.00	CFA618,400
NAWEC	Utility Bills and Installations	D53,064,000.00	
KMC	Trade Licenses for Central Abattoir	D520,299.68	
<b>Total</b>		<b>D140,925,758.96</b>	<b>CFA618,400</b>

Note: The liabilities owed to GPA, GFS and NAWEC have been accounted for under the relevant SOE.

These liabilities which are by no means up to date in connection to taxes due on KFF properties are recoverable from KFF and its shareholders.

### B. SUBSIDIARIES OF KFF

#### B.2. KGI International Ltd (Kanilai Group Investment International Ltd.)

KGI was established in 2006 but was not incorporated until April 2010.

The Shareholders are KFF 79% and Zineb Yahya Jammeh in trust for Muhammed Jammeh and Mariam Jammeh 21%.

Share capital is D100,000

Objects – Trade in commodities

A Board resolution dated 2<sup>nd</sup> August 2016 purported to change the shareholding structure to General Sulayman Badjie 60% and Mrs. Woreh Njie 40%<sup>38</sup>. This is ineffective as a shareholders resolution was required and no share transfer was in fact effected.

<sup>38</sup> Exhibit MS192 - KGI Directors resolution made pursuant to the Articles of Association



### **The Commission of Inquiry**

From 2006 to 2010 its main activities were sale and marketing of Mahindra tractors and spare parts, supervision of the Kanilai Farms Bakery and operation of the Ex - President's fleet of yellow trucks for the sale of construction sand from the coastal villages, sale and management of Japanese rice in the Ex-President's purported warehouses in Kanifing. It paid the wages for construction teams in Kanilai, Bujinga, Sifoe and Farato and the construction of Gunjur Mosque financed from sale of Japanese Rice donated to The Gambia to be sold and proceeds paid CBG accounts.

Managing Directors: Huja Gas Jaiteh Njie – from 2006-2010; Mr. Ahmad Hodroj (Managing Director EAGL) 2010, Pa Ousman Bojang 2011-2013/2014 and Woreh Njie Ceesay 2014 -2017.

The Commission has found that under the directives of the Ex-President, KGI from 2007 took over the sale of the Japanese Rice and fertilizer which according to Corporation agreement was meant to be sold and proceeds paid to Central Bank Accounts and only spent with the agreement of the Government of Japan.

(SEE BELOW)

### **B.3 Green Industries (In receivership):**

GI was launched by the Ex-President in July 2008 fully financed from public funds to produce *an array of garments, including uniforms, sportswear, toilet rolls and baby diapers*. The enterprise was not registered. The Green Industries was financed by Taiwan with a start-up capital of USD853,586. It also received money from OP. GI operated under the supervision of a Board chaired by Mrs. Fatou Sinyan Mbergan. The SG was a member of the Board. GI was ill advised and a complete failure. Total revenue was D4.637 Million. Expenditure D9,397,000 resulting in a deficit of D3.191 million. No taxes were paid. It was assigned property for its operations at July 22<sup>nd</sup> Park at the Airport.

#### **CIVIL LIABILITY:**

Green Industries was an illegal enterprise. Ex-President is liable to refund to the Gambia Government the **USD859,329.00** grant from Taiwan as same was applied to an unlawful purpose.

### **B.4. UTSCO Gambia Limited incorporated in January 2008 and Maintenance Service Agency (MSA)**



### **The Commission of Inquiry**

Objects transportation services in relation to tourism activities.<sup>39</sup>

Share capital of the company is D1,000,000.

Shareholders - KFF 55%, Sindola 11%, KGI 25% and Zineb Jammeh 9%<sup>40</sup>.

Ex-President Jammeh directed that Maintenance Service Agency Company at Kotu be privatized and then purchased it for USD1.3 Million cash paid into the Divestiture account at CBG. Ms. Feryale Diab - Ghanim was the Managing Director. The Commission has found that the sale was illegal for non-compliance with Gambia Divestiture Act (Cap. 27:01). The sale was also void and that MSA should revert to its Institutional shareholders.

As stated above, all the buses owned by UTSCO were purchased from funds in excess of USD2,344,065 fraudulently taken from CBG 2nd Divestiture Account No. 03201200386 by the Ex-President. The assets of the Company belonged to the State.

### **CIVIL LIABILITY**

#### **Maintenance Service Agency (MSA)**

The sale and purchase of MSA by the Ex-President for USD1.3 Million was illegal and fraudulent and the sale is liable to be set aside and the sum of **USD1.3 Million confiscated.**

#### **UTSCO**

- Recovery of the sum of **USD2,344,065** from the Ex-President.
- Ex-President and the managing director liable to account for the proceeds of the operations of UTSCO.
- Liquidation of UTSCO

### **CRIMINAL LIABILITY**

**Theft of USD2,344,065 from Central Bank of the Gambia to purchase the Blue Bird buses operated by UTSCO.**

## **B.5. Kairaba Beach Hotel**

Kairaba Beach Hotel was owned by Side Gambia Invest Ltd and in receivership by 2001. The Commission found that Mr. Baba Jobe at the time Senior Assistant Secretary OP transferred from an illegal Overdraft on the CBG 3M account the sum of USD3

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<sup>39</sup>Memorandum of Association (UTSCO Gambia Limited)

<sup>40</sup> Chapter 8 of this Part



### **The Commission of Inquiry**

million and received USD2 Million from Lang Conteh as a loan from CBG to purchase the shares in Side Gambia Invest. The shares were transferred to West Coast a company which belonged to and Baba Jobe and Lang Conteh. The Ex-President arrested and forced both men to transfer the shares to his company Millenium Industrial and General Trading Ltd. (Millennium) (an offshore company).

The Ex-President sold the Kairaba Beach Hotel to M.A. Kharafi and Sons Company Ltd for USD10 Million and made a net profit of USD7,367,426. He did not pay capital gains tax.

#### **CIVIL LIABILITY**

The Ex-President and his company held the shares and the Hotel in constructive trust for the State from whom the money for the initial purchase of the shares in the sum of USD5Million was stolen.

Out of the USD7,367,426 received from the sale, he is liable to account for **USD5,000,000** and M.A. Kharafi USD2,367,426.

#### **CRIMINAL LIABILITY**

Ex-President is liable for receiving stolen property i.e. the shares, contrary to section 297(1)

### **B.6. Sindola Safari Lodge Ltd incorporated on the 22<sup>nd</sup> of April 2010**

Objects: fully equipped 40-bedroom 2-star hotel located in Kanilai. KFF owns 79% and Zineb Jammeh (Trustee of Muhammed and Mariam Jammeh) 21%. This company is dealt with in more detail in its own report<sup>41</sup>.

The share capital is D1 Million.

The Commission has found that Sindola was built by Side Gambia during the period after Mr. Baba Jobe acquired the company through West Coast. Sindola is a product of SideGambia; a company bought using stolen public funds from Central Bank by way of substitution.

#### **CIVIL LIABILITY**

The owner of the funds has a proprietary right over Sindola. The Ex-President, SideGambia, Millenium and latterly Sindola Safari Lodge at all times held the lodge as

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<sup>41</sup> Chapter 6 of this Part



## The Commission of Inquiry

constructive trustees for the Government in our opinion. The State is entitled to possession.

### B.7. Observer Company Ltd

The Commission has found that the Observer was purchased for USD268,000 illegally taken from CBG and paid to its owners Kenneth and Mai Best. The shares were then transferred to Mr. Amadou Samba on May 7<sup>th</sup> 1999. On 1<sup>st</sup> August 2002, he transferred the shares to Mr. Baba Jobe. In 2004 the President seized the company from Baba Jobe and appointed its management from then and the company operated under his directions. Observer is bankrupt having been attached pursuant to a judgment obtained by GRA for none payment of Taxes.

#### **CIVIL LIABILITY:**

Mr. Amadou Samba and the Ex-President are jointly and severally liable for the restitution of the sum of **USD268,000**.

#### **CRIMINAL LIABILITY**

Theft of **USD268,000** from the CBG by Mr. Amadou Samba and Ex-President Jammeh, who ultimately proved to be the beneficiary of the theft.

### B.8. West Wood Gambia Ltd:

Incorporated on the 16<sup>th</sup> of April 2014<sup>42</sup>. The shareholders are KFF 50% and BP Investment Group FZE (a Dubai registered company) 50%.

Mr. Gabriel Acaram Naklaeh signed on behalf of BP Investment Group and General Sulayman Badjie signed on behalf of Kanilai Family Farms. Mr. Nicolai Buzaianu was the Chairman and main shareholder of the Group. He was Gambia's Ambassador to the United Arab Emirates and then later he was Gambia's Ambassador to the Principality of Monaco in France.

Capital D1,000,000

Mr. Naklaeh and Mr. Dracos Buzaianu were the first two directors of Westwood.

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<sup>42</sup> Certificate of business registration, Exhibit MS176



### **The Commission of Inquiry**

The Ex-President acting illegally granted Westwood Exclusive rights to export timber from The Gambia. The company was also involved in the cutting and processing of Timber.

A total number of 15,106 containers was exported from the country by Westwood from 2014-2017 at USD3,000 for the total value of USD45,318,000 illegally earned by Westwood and its directors from the export of timber. Of this sum, General Sulayman Badjie received USD7,810,115 as dividend on behalf of Kanilai Family Farms.

#### **CIVIL LIABILITY**

Ex-President is Jointly and several liable with the General Sulayman Badjie for the sum of **USD7,810,115** General Sulayman Badji received and signed for as dividend from Westwood on behalf of Kanilai Family Farms from the illegal charging of USD3,000 per container of timber exported by Westwood from the country from 2014- 2017;

Westwood and all related companies- Westport Logistics Limited, BPI Tourism and Services Ltd., Mineral Company Ltd are companies from which the corporate veil must be lifted. The State is entitled to recover all the sum of USD45,318,000 Westwood Gambia Limited and their directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh and shareholders and Ex-President Jammeh, who authorized their activities in abuse of his powers.

#### **CRIMINAL LIABILITY:**

The Commission finds that there is probable cause for holding that:

#### **WESTWOOD**

- Westwood and its directors and General Sulayman Badjie conspired to defraud members of the Timber association contrary to section 292 (Conspiracy to defraud) of the Criminal Code by illegally imposing on them a fee of USD3,000 for the export of a containers 15,106 containers of timber. From 2014 -2017.
- Ex-President Jammeh, Westwood Gambia Limited and their directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh and General Sulayman Badjie intentionally acted in a way which created a demand for the timber export leading to the massive deforestation of the timber resources of the country and thereby committed offences under section 5(f) (g) and (h) of the Economic Crimes (specified Offences) Act Cap.13.07





### **The Commission of Inquiry**

- Ex-President Jammeh, Westwood Gambia Limited and their directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh and General Sulayman Badjie conspired to defraud the Department of Forestry and the Government of The Gambia and did in fact defraud the State in the total sum of **USD45,318,000**.

#### **B.9. Mineral Company of the Gambia Ltd:**

The company was incorporated on 10th October of 2013.<sup>43</sup> The shareholders were KFF & APAM 50% shares and Amira Overseas Free Zone Establishment- 50%. This is a Dubai registered company. It is affiliated to BP Investment Group FZE.

The objects of the company were to carry on the business of exploration, mining, processing, refining, and the import and export of minerals, petroleum, and gas among other things. A company called Italiapianti Orapispa sold gold refinery equipment to Mineral Company of the Gambia. The company never operated and only had one employee who quit after his salary stopped. The company is currently in receivership.

The Commission has already found that APAM was neither incorporated nor registered and was in effect an illegal company. Mr. Nicolai Buzaianu signed on behalf of Amira and Mrs. Fatou B. Jammeh signed on behalf of APAM and KFF.

MCG bought gold refining equipment from Italiapianti Orapispa which was installed at Banjul International airport, which was never operated.

#### **CRIMINAL LIABILITY**

Illegal operations. Equipment liable to be confiscated as acquired from illegal resources.

#### **B.10. West Port Logistics (WPL):**

This company is dealt with in Chapter 9 under Westwood.

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<sup>43</sup> Anthony Panetta Transcript dated 1<sup>st</sup> March 2018



### **The Commission of Inquiry**

Westport is a sister company to Westwood with the same shareholding structure - 50% BPI Group and 50% KFF<sup>44</sup>- incorporated on the 14<sup>th</sup> April 2014. Westport was granted the concession agreement to scan all the containers at the ports.

Westwood financed a mobile cargo scanner installed at the airport with the loan of **EUR2.6 million** and a further D20,288,000 taken from Westwood.

#### **LIABILITY:**

Company to be liquidated. Assets should be confiscated.

**C. TOTAL LIABILITY OF EX - PRESIDENT JAMMEH THROUGH HIS COMPANIES & BUSINESSES IS USD61,599,509 AND D75,998,199.68**

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<sup>44</sup> See Articles of Association, Exhibit BB12A



## The Commission of Inquiry

### 4. CHARITIES AND FOUNDATIONS CONNECTED TO EX-PRESIDENT

The Ex-President established the President Alhaji Yahya A.J.J Jammeh Foundation for Peace<sup>45</sup> and registered it as a charitable company on the 10<sup>th</sup> of September 2001. The Ex-President Jammeh is its Founder and Patron and First Lady, Zineb Jammeh is the President<sup>46</sup>. Former Vice-President, Isatou Njie Saidy, the Chairperson of the Board of JFP from inception. JFP is meant to be an independent non-political foundation mandated to work towards the development of education, health and agriculture<sup>47</sup>.

The Commission found that the company operated without a budget, had no management accounts, and was not audited. The Ex-President had access to, and controlled the USD accounts, and was the sole signatory to the Savings account no. 11211775401 held in TBL, and with Mrs. Yam Bamba Njie - Keita, was also signatory to the USD account No 216852111210- JFP & PEGEP Operations account- with GTB.

**A.1. TBL Education Project USD Account No.10710054501<sup>48</sup>.** Ex-President Jammeh was the sole signatory to this account and operated it as a personal bank account. In July 2005, when the account was overdrawn by USD1.7 Million, his shares were liquidated for the sum of USD524,475.52 and paid into the account. On the 29<sup>th</sup> September 2006, **USD1.2 million** was transferred from the GNPC account No. 12010747401 at TBL to clear the debts of JFP Account 10710054501 on the directives of the Ex-President.

**A.2. TBL Account USD Account Number: 10701930502-<sup>49</sup>.**

This account was controlled by Ex-President Jammeh although there was no evidence that he was a signatory to it. The signatories were Former Vice President Dr. Isatou Njie Saidy, Mrs. Susan Waffa-Ogoo (16<sup>th</sup> March 2006 to 4<sup>th</sup> May 2010) and Messrs. Ardy Sarge, Bai Matarr Drammeh (from 20<sup>th</sup> August 2015) and the various CEOs of JFP. **USD8,710,157.27** was received into the account. USD4 Million was from the Embassy of Taiwan; USD2,550,000 from Euro African Group Ltd (EAGL), from March 2013 to November 2013<sup>50</sup>. The rest of the funds paid into the account were cash deposits totaling USD1.8million.

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<sup>45</sup> See the Certificate of incorporation. In the Constitution President Yahya A.J.J Jammeh Foundation for Peace, Education, Health and Agricultural Development.

<sup>46</sup> Transcript of Nancy Njie of 19<sup>th</sup> September 2018

<sup>47</sup> See Volume Part 3 Chapter 1 for more details.

<sup>48</sup> Exhibit BB154

<sup>49</sup> Exhibit BB72F



## The Commission of Inquiry

USD7,483,875 were misappropriated and spent by Ex-President Jammeh through his protocol officers, and other staff<sup>51</sup>.

A cheque of USD2 Million from Taiwan Embassy dated 24<sup>th</sup> January 2011 made out to JFP as payee was cashed the same day by Alhajie Ousman Ceesay on the instructions of the Ex-President. He said he gave the cash to the Ex-President.

In May 2013 Ex-President Jammeh requested for a credit of D20 million to be refunded from “**my JFP account number 10701930502**”. When Ex-President Jammeh left the jurisdiction in January 2017, the JFP USD account was overdrawn by USD198,655.41.

### **CIVIL LIABILITY:**

JFP having been used as an engine of fraud is liable to be wound up by the Attorney General guardian of public interest.

The Ex-President is liable for the total sum of **USD9,483,875** to be applied to similar objectives - education, health and agriculture which were the stated objectives of JFP

### **CRIMINAL LIABILITY**

#### **Theft through JFP:**

- (a) **At least USD7,483,875 from JFP TBL USD Account No. 10701930502; and**
- (b) **JFP cheque No. 01486726 dated 24<sup>th</sup> January 2011 in the sum of USD2 million issued to JFP by the Embassy of Taiwan aided and abetted by Alhajie Ousman Ceesay**

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<sup>50</sup> Exhibit BB72 F tendered by Ebrima Sallah, Managing Director of Trust Bank Ltd on the 28<sup>th</sup> September 2017

<sup>51</sup> See Volume 4 Part 3 Chapter 1 JFP



## The Commission of Inquiry

### 2. MARIAM YAHYA JAMMEH FAMILY TRUST (MYJ TRUST)

On the 11<sup>th</sup> August 2010 an MYJ Family Trust Account No.1201179840 was opened at TBL by one Mr. Ahmad Hodroj the Managing Director of EAGL. He was also at the time Managing Director of KGI. USD4.1 million was deposited into this account over the span of one month. USD3,562,610.28 million was transferred by Ahmad Hodroj to Wachovia Bank of Washington D.C. for Paragon Title and Escrow Company to purchase a real estate property in Potomac, Maryland U.S.A. for the Ex-President. When all the payments from the account were made the account became overdrawn and USD4,000 was transferred from EAGL account with TBL to pay it off. The account was thereafter closed. It was obviously opened for the purpose of the purchase.

Ex-President Jammeh did not have legitimate personal resources to purchase the Potomac property.

The Commission finds that a non-existent family trust was used as a vehicle by the Ex-President in collusion with Ahmad Hodroj to purchase the property for himself.

#### **CIVIL LIABILITY**

Bribery is a tortious civil wrong and the State has a cause of action against the Ex-President for the restitution of the amount of the bribe, in the sum of USD3,562,610.28, or against the persons that paid the bribe to him jointly and severally.

#### **CRIMINAL LIABILITY**

It is more probable than not that the USD3,562,610.28 Million was a bribe from EAGL having regard to the circumstances contrary to 360(b) and 361 of the Criminal Code.

The Commission is of the firm view that there is probable cause for finding that Ahmad Hodroj as a director of EAGL and the Ex-President knowingly used the Trust Bank to launder the sum of USD3,562,610.28 Million through the banking system to acquire the Potomac property for the President through a non-existent trust in violation of the Anti-Money Laundering Act 2003



## The Commission of Inquiry

### 3. HIV AIDS AND ASTHMA TREATMENT PROGRAMME

The President's Medical Treatment Programme started in January 17<sup>th</sup>, 2007. It lasted from January 2007 – January 2017. The programme focused on the treatment of people with HIV Aids, infertility, diabetes, asthma and hypertension<sup>52</sup>. Dr. Tamsir Mbowe was the Director General of the Ex-President HIV Programme. The account was mostly funded by Taiwan (USD5,300,000), public institutions (D682,550) and through fund raising.

Ex-President was a sole signatory to the Programme's Bank accounts at TBL nos. 11011185701, 11211185703 savings, and 12011185702 (USD). Funds credited to these accounts are: D16,076,872.06 in the current account, D832,121.77 in the savings account and USD5,364,963.66. Substantial withdrawals were authorized by the Ex-President for unknown purposes. D12,800,000 and USD1,58,461.89 were withdrawn in cash by the Ex-President for unstated purposes. SD1,408,415.99 and USD1,383,221.34 was transferred to HSBC New York Gambia Embassy procurement account No. 20099900701 and USD1,925,000 to Credit Suisse Account No. 2009900603.

The Commission conclude that Ex-President misappropriated USD4,716,637.33 through the treatment Programme

#### **CIVIL LIABILITY:**

The Ex-President is liable for the **USD5,332,637.33** which shall be recovered from the Ex-President's assets for the benefit of the health services and any liability which may arise from his illegal activities.

#### **CRIMINAL LIABILITY**

Theft of **USD5,332,637.33** by the Ex-President through his HIV Treatment Programme

4.2 ESTIMATED TOTAL AMOUNT MISAPPROPRIATED/STOEL THROUGH HIS CHARITIES: **USD18,379,122.61** (EIGHTEEN MILLION THREE HUNDRED AND SEVENTY-NINE THOUSAND ONE HUNDRED AND TWENTY-TWO DOLLARS AND SIXTY ONE CENTS).

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<sup>52</sup> Transcript of Dr Tamsir Mbowe dated 4th April 2017 (Line 85 -95)



## The Commission of Inquiry

### 5. MINING LICENCES FOR HEAVY MINERAL CONCENTRATE AND SAND

The Ex-President granted Carnegie Minerals (Gambia) Ltd. (Carnegie) a mining licence for 10 years to mine Zircon, Illuminite, Rutile (together known as Heavy Mineral Concentrate (HMC) and construction sand (by-product). The license was for a period of 10 years in Bantukunku, Sanyang and Kartong, Kombo South. On the 15<sup>th</sup> February 2008, the mining license was cancelled with immediate effect.

On the 18<sup>th</sup> March 2008 a mining license for the same mining areas was issued to Gambia-African Mining International Company Limited (GAMICO) a company owned indirectly by Mohamed Bazzi, Fadi Mazegi and other related persons. GAMICO was allowed to take over all Carnegie equipment on site and the Carnegie managing director arrested<sup>53</sup>. Carnegie took Gambia to arbitration in the International Center for Settlement of Investment Dispute (ICSID) pursuant to Clause 22(2) of the license. On the 29<sup>th</sup> September 2014, ICSID resolved the arbitration in favour of Carnegie awarding Carnegie **USD18,658,358 in damages** for breach of the Mining License; **USD993,668 in interest; USD445,860** (*minus any sum refunded to Carnegie by ICSID on its calculation*) and **GBP2,250,000** as arbitration cost.

On the 26<sup>th</sup> August 2013 the Ex-President directed that GAMICO hand over its management to the Geological Department pending the appointment of a suitable administrator. On 4<sup>th</sup> August 2015 Ex-President directed the termination of the GAMICO license. ALHAMDULILLAH PETROLEUM COMPANY LIMITED (APAM) was issued a mining license signed by the Ex-President as Minister and his brother Ansumana Jammeh signed for APAM.

APAM was at first involved in mining and selling construction sand but on 4<sup>th</sup> March 2016, the Ex-President gave approval for them to export HMC. APAM was unregistered. It was operated by Managing Directors appointed by the Ex-President- first Ansumana Jammeh, then Toni Ghattas, latterly Mrs. Woreh Njie Ceesay MD KGI with Toni Ghattas as his deputy - under the supervision of General Sulayman Badjie Badjie

The Commission has made the finding that:

The huge arbitration award of **USD18,658,358, USD993,668 interest; USD445,860** and **GBP2,250,000** was as a direct consequence of the Ex-President's wrongful and reckless actions in breach of his duty as President in terminating the Carnegie licence on the false representations of Mohamed Bazzi for his personal interest.

APAM was an unregistered business owned by the Ex-President and operated under his directive. He has direct personal pecuniary interest in APAM. APAM for all intents

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<sup>53</sup> See Volume 4 Part 2



### **The Commission of Inquiry**

and purposes was an illegal enterprise set up by the Ex-President to exploit/steal The Gambia's mineral resources and thereby enrich himself with impunity.

The Commission finds that the Ex-President showed no concern for the environment or the welfare of the communities of Sanyang, Kartong and Batokunku. His actions at all times were motivated purely by greed.

#### **CIVIL LIABILITY:**

Ex-President Yahya Jammeh and Mohamed Bazzi are jointly and severally liable for the resulting damages awarded by the ICSID arbitration tribunal - **USD18,658,358 in damages** for breach of the Mining License; **USD993,668 in interest** on the damages awarded through and including the date of the award; and **USD445,860** and **EURO 2, 250,000 cost less whatever sum is allowed by the ICSID tribunal.**

The President, and all the managers of APAM held the income generated from the sale of minerals and sand as constructive trustees of the State and are liable to account to the State.

APAM should be liquidated in the same manner as if it were a company.

#### **CRIMINAL LIABILITY**

Fraudulent dealing with minerals in mines by Ex-President Jammeh, General Sulayman Badjie, and Toni Ghattas contravened section 269 of the Criminal Code.

The Ex-President could not legally or validly issue a license to himself whether directly or indirectly. Ex-President Jammeh was in clear violation of Sections 68(4)(b)(c) and 72(4)(b) & (c) of the Constitution when, he as Minister responsible for the administration of the Mines and Quarries Act 2005, purported to issue a mining license to himself through APAM. The licence issued to APAM is therefore void.

Ex-President Jammeh, General Sulayman Badjie, and all the managing directors that he appointed- Ansumana Jammeh, Toni Ghattas and Woreh Njie Ceesay, are liable under 603 of the Companies Act and Section 44 of the Single Window Business Registration Act and for operating without a license.





## The Commission of Inquiry

### 6. GOVERNMENT LOANS, GRANTS & DONATIONS

#### A.1. MAHINDRA TRACTORS

The EXIM Bank of India lent to the Gambia USD 6.7million (six million seven hundred thousand dollars) to finance the establishment of an assembly plant for tractors in The Gambia. USD 6.7 million, USD 5.8 million was utilized as of 10 November 2017, leaving a balance of USD 0.9 million. On the invitation of Government, an Agricultural Mechanization Equipment and Supplies Company (AMESCO) made up of Gambia Horticultural Enterprises and the National Women Farmers Association was set up for the implementation of the tractor assembly project. This option was cancelled and the project given to Management Services Agency (MSA) in January 2007. In 2008 the Ex-President directed the sale of MSA. He then bought it from the Government Divestiture Agency through the Ministry of Finance for UDS1.3Million by installments represented by Ms. Lady Diab, as managing director UTSC. The tractors had already arrived and MSA was handed over to UTSCO with the tractors and their spares.

The tractors were assembled by UTSCO and handed over to KGI for sale or distribution as directed by the Ex-President. The proceeds of sale were paid to KGI. None of the proceeds of sale were paid to Government to service the loan with EXIM Bank of India. As of October 2017, USD 2,903,333 of the principal amount and interest of USD 760,456.20<sup>54</sup> had been repaid to the Bank using public funds. The outstanding balance is USD2,930,392, which has to be paid from public funds.

#### **CIVIL LIABILITY:**

The Commission took interim remedial action by retrieving tractors wrongly distributed. Same were sold for D67,894,170 equivalent of USD 1,373,541.78. The Ex-President is liable for **USD 5,326,458.22** with interest.

#### **CRIMINAL LIABILITY:**

Fraudulent conversion of the tractors in the value of USD5.8 Million with interest paid and payable.

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<sup>54</sup> Exhibit MS79C



### **The Commission of Inquiry**

There is also cause for holding that he committed an offence under section 5(e) & (f) of the Economic Crimes (Specified Offences) Act. He willfully violated the Loans Act.

#### **A.2. ROC on TAIWAN GRANTS**

The Republic of China on Taiwan (Taiwan) extended extensive financial assistance to The Gambia in the form of grants and loans from 1995 to 2013 when diplomatic relations were severed. Total loans given was USD70,142,000.

Aid in the form of grants were also given from 1995 and in 1998. This was formalized by a Protocol of Corporation signed by Secretary of State Sedat Jobe. USD9million was allocated in 1999/2000 which increased to USD13Million annually by 2013 with USD2Million by way of small grant to the Ex-President. By 2006 Taiwan opened an ROC account presumably to facilitate disbursements.

The Taiwan grants were dealt with at the Ex-President's discretion. No financial records are available for it, only letters from OP acknowledging receipt of funds. The Commission found that at least **USD22,380,107.98 and D1,905,835** received directly from Taiwan, including USD8.3Million was paid to Ex-President Jammeh (USD3.3Million personally and USD4Million by Alhajie Ousman Ceesay on his behalf); USD1Million transferred to his personal account; and USD 1,999,899.79 to his HIV Programmed. As stated above Taiwan also gave JFP USD4 million which the Ex-President withdrew and for the establishment of Green Industries. He also used Taiwan grant funds to carry out construction works in Kanilai including: Kanilai Recording Studio – dealt with above. Kanilai Institute of Technology/Kanilai Academy - D37,139,721.46  
Kanilai Dormitory – total USD550,467.21.

LIABILITY ACCOUNTED FOR ABOVE.

#### **A.3 JAPANESE GRANTS**

The Japanese Government provides food aid to The Gambia under the Japan International Cooperation System (JICS), an agency that coordinates that government's development assistance programs. The commodities are supposed to be sold and the proceeds deposited into a bank account at CBG. Each consignment has its own account. From 2007 KGI International, a private entity owned by Ex-President Jammeh, was retained as the agent for sale of the commodities (*i.e.*, rice, flour or fertilizer).



### **The Commission of Inquiry**

Mr. Sarja Camara (Witness No. 175) testified that KGI owed GMD 189 million to the Gambia Government. However, Ms. Woreh Njie-Ceesay (Witness No. 182) said that when she took over management of KGI on the 14<sup>th</sup> March 2014, the amount owed was lower than Mr. Camara's figure. The reason she explained for going with the lower figure was that supporting documents to substantiate the amount owing as claimed by Mr. Camara was not provided.

Based on exhibits submitted a reconciliation was done to determine the receivables balance due, which should have been paid to the government's accounts at CBG:

The following sums were paid by her to the Ex-President from KGI: 2014 - D14,597,000<sup>55</sup>; D34,557,000<sup>56</sup> in 2015; and D8,438,000 in 2016 totaling **D57,592,000**. **D61 million was paid into the Japanese Rice account at TBL when concern was raised by the Japanese Government.**

**Total Outstanding: D87,589,588 from KGI**

#### **CIVIL LIABILITY:**

KGI and Ex-President are liable for the net amount : **D87,589,588** being the short fall on the amount that ought to have been banked.

#### **CRIMINAL LIABILITY**

**Fraudulent conversion of D247,268,154 rice and fertilizer stocks by the Ex-President contrary section 245 of the Criminal Code. Economic Crimes contrary to Section 5(f) of Economic Crimes Specified Offences Act.**

#### **A.4. QATARI GRANT**

(SEE STATE AIRCRAFT ACCOUNT ABOVE)

#### **A.5. NIGERIA BUDGET SUPPORT (OIL LIFTING)**

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<sup>55</sup> 2014 Audit Report by Payce Consulting

<sup>56</sup> 2015 Audit Report by Accord Associates



### The Commission of Inquiry

The Federal Republic of Nigeria provided financial assistance to the Gambia Government by way of budget support in 1996 under its bi-lateral support program. Mr. Batata S. Juwara, was given a Power of Attorney<sup>57</sup> dated 26<sup>th</sup> August 1996 signed by Mr. Dominic Mendy, then Minister of Trade, Industry and Employment, authorising him to sign the Oil Lifting agreement with the Nigerian government on behalf of the Gambia Government. He was thereafter authorized by the Ex-President to sign an agreement with Chantrils Commercial S.A. Panama, a wholly owned subsidiary of Glencore International A.G.<sup>58</sup> facilitated by Samuel Sarr (Witness No. 218) by which Chantrils was given the responsibility for the execution of the contract with Nigeria NNPC.

Chantrils was to pay USD 0.20 per barrel to the Gambia Government up to a maximum of 7,300,000 barrels produced. Chantrils was also to pay a prepaid amount of USD 500,000 within three days of signing the agreement and a further USD 400,000 for goods valued on 13<sup>th</sup> September 1996.

The crude oil sales and purchase contract was extended by the Federal Republic of Nigeria on the 15<sup>th</sup> September 1997. In 1997. Another agreement was signed with Chantrils by Samuel Sarr acting for the Gambia Government under the verbal directive of the Ex-President where an advance payment of USD 1 million was requested. The Ex-President however entered into another agreement with Marc Rich & Co. Investment AG before the second Chantrils Agreement was fully executed. Chantrils sued Gambia Government in the UK Courts and obtained judgment.

The Commission found that for the 1996 contract, total proceeds of USD 1,440,000 was expected (*USD 0.20\*900,000 barrels\*8 cargo*) made up of advance payments of USD 900,000 plus USD 183,978 from the sale of crude oil. These sums were never deposited into the Consolidated Revenue Fund (CRF) but rather into an account in Geneva Switzerland. Regarding the 1997 contract, the amount of USD 1 million received as advance payment were never deposited into the Consolidated Revenue Fund (CRF) but rather into an account in Geneva Switzerland. Both sums were misappropriated by the Ex-President.

#### **CIVIL LIABILITY:**

The Ex-President is liable for the said sum **USD1,900,000** jointly and severally with Batata Jawara.

#### **CRIMINAL LIABILITY:**

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<sup>57</sup> Exhibit MS202

<sup>58</sup> Chantril Commercial S.A. operates the holding company's crude oil petroleum business in West Africa



### **The Commission of Inquiry**

The Ex-President misappropriated/stole the advance payments of **USD1,900,000** aided and abetted by Mr. Batata Jawara.



## The Commission of Inquiry

### 7. STATE OWNED ENTERPRISES

#### A.1. Gambia National Petroleum Company (GNPC)<sup>59</sup>

GNPC was established as a company owned as follows:

Government -80%

NAWEC - 10%

GAMTEL - 4%

GIA – 3%

GPA – 3%

The shareholders never paid up. GNPC was initially funded from Taiwan grants and the company initially managed from OP. SG was Board Chairman until 2014 when it was established as a public enterprise. As a result, OP and the Ex-President maintained direct and strong influence over GNPC and its resources.

#### A.1. Loans given on the directives of OP

Numerous loans were given under the directives of the Ex-President which were never paid. The Commission found that Ex-President should be liable for the following which were for the Ex-President benefit and not any public purpose:

##### **CIVIL LIABILITY**

##### **Ex-President is liable for USD2,003,099.87**

- **USD1,280,238.13** paid to JFP on the 29th June 2006 to cover bank charges incurred as a result of the Ex-President's use of the JFP account to borrow money.
- Loan to KFF of **USD419,761.87**.
- **USD303,000** to be paid to HOBO Entertainment

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<sup>59</sup> See Volume 6 Chapter 1 for more detail



## The Commission of Inquiry

### CRIMINAL LIABILITY:

#### THEFT of funds illegally paid on Ex-President's directives

- **USD1,280,238.13** paid to JFP on the 29th June 2006 to cover bank charges incurred as a result of the Ex-President's use of the JFP account to borrow money.
- Loan to KFF of **USD419,761.87**
- **USD303,000** to be paid to HOB0 Entertainment

#### A.2 OP takes over GNPC FCD ACCOUNTS

Letters of 23<sup>rd</sup> July 2013 the MD Mr. Momodou Badjie, wrote a letter to the Office of the President requesting that GNPC Funds i.e. Rentals, Bonus and the Sale of Data, licensee fees from Oil Companies should be recognised as grants and exempted from tax culminated in the Ex-President directing the withdrawal of cash of for USD500,000 6<sup>th</sup> August 2013. GNPC complied and same was delivered by Messrs. Momodou Badjie and Madun Sanyang (Finance Director) handed over to SG Momodou Sabally in the presence of Mr. Noah Touray<sup>60</sup> without informing the Board of GNPC.

Another directive issued on the 13<sup>th</sup> August to change the signatories of the GNPC Dollar Accounts to Ex- President Yahya Jammeh and Mr. Momodou Sabally. The directive was again complied with without the Board being informed and a Board resolution did not issue. Mr. Momodou Sabally testified that the Ex-President said he did not trust Mr. Momodou Badjie. GNPC was thus left with only the Dalasi account to operate with. GNPC took a government guaranteed loan facility from IDB, ITSFC to continue its operations in particular to pay for fuel imported.

Immediately after the change of signatory Ex-President requested for USD2 Million cash from Skye Bank which was signed for by himself and Mr. Momodou Sabally and also purchased Dunes Hotel this was transferred to KGI.

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<sup>60</sup> Transcript of Mr. Madun Sanyang dated 14<sup>th</sup> September 2017 – pg. 6 & 7



## The Commission of Inquiry

### CIVIL LIABILITY:

USD3,480,348.84 illegally withdrawn form GNPC accounts:

- Cash withdrawn of **USD 2,395,348.84** from Skye Bank
- Transfer of **USD100,000** to JFP's account from GTB account
- Payment of **USD585,000** to David Ford for the purchase of Dunes Hotel Kotu which hotel was then transferred to Kanilai Group International.
- **USD200,000** cash paid to Sana Jarju for Ex-President's vacation in Dubai
- **USD200,000** transferred to Golf International Bank on his directives

Re-possession/confiscation of Dunes Hotel purchased from the proceeds of theft.

### CRIMINAL LIABILITY:

Theft of cash withdrawn of USD 2,395,348.84 from Skye Bank

Transfer of USD100,000 to JFP's account from GTB account

Payment of USD 585,000 to David Ford for the purchase of Dunes Hotel Kotu which hotel was then transferred to Kanilai Group International.

**USD200,000** cash paid to Sana Jarju for Ex-President's vacation in Dubai

**US200,000** transferred to Golf International Bank on his directives

**ESTIMATED AMOUNT STOLEN/ ILLEGALLY TAKEN FROM GNPC  
USD5,483,447.84 (INCLUDING DUNES HOTEL)**





## The Commission of Inquiry

### 8. SOCIAL SECURITY AND HOUSING FINANCE CORPORATION

SSHFC is public corporation established in 1981 to manage and administer the Social Security Funds- Federated Pensions and National Provident Funds, and the Housing Finance Funds. The Commission found that the Ex-President directed the withdrawal of substantial sums of money from the SSHFC Funds and the granting of loans which the corporation has been unable to recover. The Commission finds that the Ex-President is liable for the following:

#### A.1. CASH PAYMENTS

USD1 Million from the Office of the President by a letter dated 17<sup>th</sup> March 2011 signed by Dr. Njogu L. Bah addressed to the Managing Director of SSHFC<sup>61</sup>. Mr. Njogou Bah (Witness no. 20), said **USD500,000** cash was collected from him by one Dr. Basirat Niasse who was a negotiator between Ghana and Gambia regarding the issue of the Ghanaians' killed in the Gambia. Mr. Alhagie Ousman Ceesay witnessed the handing over of the money to Dr. Niasse<sup>62</sup>.

#### **CIVIL LIABILITY:**

Ex-President liable for the said sum of **USD500,000** cash

#### **CRIMINAL LIABILITY:**

THEFT of **USD500,000** cash

#### A.2. Cash Loan to Amadou Samba to buy a Water Tank installed at Kanilai

Mr. Ousman Jammeh as Secretary General requested a cash loan of D6.4 Million payable to Mr. Amadou Samba of GACEM<sup>63</sup>. Mr. Muhammed Lamin Gibba and Mr. Abdoulie Cham authorized the payment of the sum without board approval being sought.

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<sup>61</sup> Exhibit SC17 Letter dated 17<sup>th</sup> March 2011 from O. P to MD SSHFC RE: request for loan facility in sum of USD1 Million Dollars plus approving Board resolution of SSHFC and other related documents.

<sup>62</sup> Exhibit SC29- Acknowledgement of receipt of USD500, 000 dated 1<sup>st</sup> March 2011 by Dr. Basirat Niasse from Dr. Njogu Bah

<sup>63</sup> Exhibit SC18- Letter dated 3<sup>rd</sup> August 2011 from Office of the President to Managing Director SSHFC RE: Cash loan in the sum of D6, 432, 700 payable to Mr. Amadou Samba of GACEM plus related documents



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### CIVIL LIABILITY

- Ex-President is jointly liable for the said sum of D6.4 Million cash with Amadou Samba

### CRIMINAL LIABILITY:

- THEFT of D6.4 Million by Ex-President cash jointly and severally with Amadou Samba.

### A.3. Ten (10) Million Dalasi Loan

Mr. Muhammed Lamin Gibba, as MD of SSHFC wrote a Memo dated 14<sup>th</sup> October 2011 addressed to Mr. Abdoulie Cham, Finance Director of SSHFC to facilitate a loan of D10 Million to KGI International to purchase rams.

National Provident Fund A/C No: 1110765701 with the sum of D10 Million to KGI International A/C 11011807801<sup>64</sup>.

### CIVIL LIABILITY

**Ex-President** is liable for the said sum of **D9 Million cash and D500,000 each from Mr. Momodou L. Gibba and Mr. Abdoulie Cham** Ex-Managing Director and Finance Director of SSHFC.

### CRIMINAL LIABILITY

The **D10,000,000** loan for the **Tobaski** periods, the other parties who authorized transactions should also be liable each for 5% of the shortfall. Therefore, Mr. Momodou L. Gibba and Mr. Abdoulie Cham Ex-Managing Director and Finance Director of SSHFC on the D10 million approved will be **liable each for D500,000**.

The difference of **D9,000,000** should be recovered from the assets of KGI and Ex-President Jammeh.

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<sup>64</sup> Exhibit SC19- Letter dated 14<sup>th</sup> October 2011 signed by Mr. Muhammed L. Gibba and Mr. Abdoulie Cham



## The Commission of Inquiry

### A.4. Fifteen (15) Million Dalasi Loan

S.G. Dr. Njogu L. Bah by letter dated 27<sup>th</sup> September 2012 requested from SSHFC a loan of D15 Million to purchase rams<sup>65</sup>. Mr. Saibatou Faal and Mr. Abdoulie Cham authorized payment without Board approval. D15 Million was paid from the SSHFC **Industrial Injuries Compensation Fund (IICF)** A/C No. 11012652601 to another account bearing the name “MRI Presidential Project A/C 11280412101” under OP.

#### **CIVIL LIABILITY:**

**D12,750,000** with interest and charges and **D750,000 each from Messrs. Edward Graham, Saibatu Faal and Abdoulie Cham** of SSHFC Ex-Managing Director, DMD and Finance Director of SSHFC.

#### **CRIMINAL LIABILITY:**

The D15,000,000 loan amount for the Tobaski periods, the other parties who authorized transactions should also be liable each for 5% of the shortfall. Therefore, Messrs. Edward Graham, Saibatu Faal and Abdoulie Cham of SSHFC on the D15 Million, **liable each for D750,000**. Mr. Graham did not sign the authority but as MD took responsibility for the payment.

The difference of **D12,750,000** should be recovered from the assets of KGI and Ex-President Jammeh.

### A.5. Loan of USD4.5 Million for acquisition of State Aircraft

OP requested a loan of USD4.5 Million the equivalent of D148.5 Million payable within 12 months by a letter dated 28<sup>th</sup> August 2012 signed by Dr. Njogu L. Bah addressed to the Managing Director SSHFC for the acquisition of a State Aircraft. An additional **USD85,704** was borrowed to ferry the Aircraft to Banjul on **7<sup>th</sup> November 2012**. The Loan was granted without Board approval. The aircraft was purchased but monies never paid back.

#### **CIVIL LIABILITY**

The aircraft is property of SSHFC. The loss to SSHFC determined after the aircraft is sold should be recovered from Ex-President.

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<sup>65</sup> See Exhibit SC20 Letter dated 27<sup>th</sup> September from Office of the President to Managing Director SSHFC RE: Loan facility for the purchase of rams for Tobaski 2012 in the sum of D15, 000, 000 and related document



### **The Commission of Inquiry**

#### **A.6. Office of the President—Ministry of Agriculture - USD2 Million for JOHN DEERE MECHANIZATION PROGRAM**

Mr. Charles Mustapha Camara, under the directives of OP wrote a letter **dated 8<sup>th</sup> June 2012** to the MD SSHFC to facilitate Letter of Credit in the sum of **USD2 Million** for the John Deere mechanization program. The facility was provided but the money was never repaid. Mr. Katish Sharma, Managing Director of Safari Motor, Safari Equipment Enterprise was responsible for the assembling of these tractors which John Deere had already sold to Government confirmed that **83** units of Tractors, 96 cultivators, 38 seed planters, and 18 units of 5 ton tipping trailers, 54 integral harrows, 7 MP, 25 four-row planters and 65 mounted spears were handed over to Messrs. Ousainou Jobe and Mustapha Minteh from the Ministry of Agriculture. **65** tractors were distributed to various regions and institutions under the instructions of Major Tamba, General Saul Badjie and the former Minister of Agriculture, Mr. Solomon Owens acting for the Ex-President. Thirteen tractors were left at MSA which were subsequently delivered to other beneficiaries. These tractors were never accounted for. SSHFC had to pay off the facility.

#### **CIVIL LIABILITY**

The Ex-President is liable for the sum of **USD2 million** with interest paid by SSHFC on the facility

#### **A.7. OP - Procurement of Fire and Emergency Vehicles**

OP requested a loan for purchase 8 fire and emergency vehicles in a letter dated 21<sup>st</sup> Sept. 2012. An advance of USD548,964.15 was paid to OSHKOSH for the said vehicles.

#### **CIVIL LIABILITY:**

The Ex- President is liable for the sum of USD548,964.15 used to purchase 8 vehicles from OSHKOSH should be

#### **A.8. ESTIMATED TOTAL LIABILITY OF EX-PRESIDENT FOR MONIES TAKEN FROM SSHFC USD3,048,964.15 and D28,150,000**



## The Commission of Inquiry

### 9. GAMBIA PORTS AUTHORITY (GPA)

Gambia Ports Authority (GPA) was established in 1971 as a corporation for the purpose of transferring to it “certain of the port and harbor undertakings of the Government”.

The Commission investigated claims of monies, assets, and other resources, which they allege the Ex-President had either appropriated, or that GPA had applied or lost as a result of directives given by Ex-President.

The Commission found that the Ex-President is personally liable for the following:

#### **A.1. Outstanding Cfa Francs Owed By The President**

The Ferry Services Department (the Ferries) is a subsidiary of GPA and GPA provides management and financial support to them. Senegalese businessmen and their vehicles are allowed to pay in foreign currency at the two ferry crossings. As a result, GPA collected CFA cash, which it sold to foreign exchange bureaus through a tender process.

GPA claimed to have sold to the Ex-President on credit CFA Francs obtained from its ferry service operations between 2013-2014 when Mr. M. L. Gibba was Managing Director. Total of CFA322million Francs was sold to him on credit. A balance of CFA83,855,422 francs or D6.9 Million still remains unpaid. The Ex-President abused his authority to circumvent GPA rules not to buy CFA but to obtain it on credit to be repaid, if at all at his leisure.

#### **CIVIL LIABILITY:**

The Ex-President is liable to repay the CFA83,855,422 equivalent to D6.9 Million is outstanding with interest at commercial bank lending rate.

#### **A.2. Claims Against Kanilai Family Farms Claims (KFF)**

- **Port Charges**

KFF was importing commodities through the ports but failed to pay port charges of **D11,480,194.28 from 2008 -2013**. Services were rendered on the instructions of the Managing Director and invoices raised and sent to KFF Management, but payments were not made despite a series of follow up letters to KFF.



### The Commission of Inquiry

**D1,523,589.82** being balance outstanding after 50% of port charges for shipment of 10,401 metric tons of cement- waiver of port dues by Mr. M.L. Gibba without Board approval.

**D5,296,454.64** - Stevedore and port charges for 2 cargo vessels MV Star 1 & MV Falake

**Ferry Crossing Charges: D383,365 and CFA618,400 francs** for KFF animals using the ferry crossing but refusing to pay.

#### CIVIL LIABILITY:

**D14,439,627.3 and CFA618,400 francs**

#### A.3. KANILAI CULTURAL CENTRE (KCC)

**D7,043,669.86** was spent to build and maintain the grounds of a cultural arena at Kanilai Village at the request of the Ex-President. These sums were never refunded. M.L. Gibba did not have Board authority to carry out these works.

#### CIVIL LIABILITY

The Ex-President is liable for the said **D7,043,669.86** sum jointly and severally with M.L. Gibba and the State has a lien over Kanilai for the said sum.

#### A.4. Youth Development Enterprises Limited

Youth Development Enterprises (YDE) was a company managed by Mr. Baba Jobe, a Senior Assistant Secretary at the Office of the President that traded in commodities—rice, sugar, bulls, cement. It stopped operating sometime in 2007. GPA claims that as of 2007 YDE owed them **D16,001,450.64**. Free-out Letters from the shipping agencies, confirming who the consignees of each of the vessels were, before they were allowed to berth stated the address as YDE C/o. President Yahya Jammeh's Office, State House, Banjul, The Gambia. Mr. Baba Jobe was convicted for other frauds.

The Commission has made the finding that Baba Jobe was allowed to operate YDE from OP because he was an agent of the Ex-President. YDE was just a vehicle used for the Ex-President's business operations.



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### **CIVIL LIABILITY:**

The Ex-President ought to be liable for the sum of D16,001,450.64 owed by YDE and not paid as principal of Mr. Baba Jobe.

#### **A.5. Sheds allocated to Shyben Madi & Sons Limited on the directives of the Ex-President**

The Ex-President took over Shyben Madi Sheds for the storage of imported sugar. Kanilai Family Farms imported the sugar and used the sheds in the name of the Ex-President. GPA received a letter from the Ministry of Lands directing them to give one of their properties to Shyben A. Madi on a 4-year rent-free period because the government took over Shyben Madi's own sheds<sup>66</sup>.

The rent that should have been paid from 2012 – 2016 is D2.7 million.

### **CIVIL LAIBILITY**

**KFF and the Ex-President** are liable for the said sum **D2.7 million**.

#### **A.6. GPA Involvement in Dobong Farms**

GPA records showed that under Momodou Lamin Gibba as MD GPA was responsible for farming activities on Dobong Farms which belonged to the Ex-President from 2009-2010. Mr. Gibba regarded it as part of GPA corporate social responsibility but the Commission has found otherwise. The Commission did not have proof of the amount spent on Dobong except for D45,000 paid as gratuity to the farm manager. The amount spent by GPA ought to be computed. The Ex-President and M.L. Gibba are jointly and severally liable for it.

#### **A.7. Miss Black USA Pageant**

8<sup>th</sup> May 2007, GPA was directed by the Ex-President to pay USD305,280 for air tickets for the Miss Black USA Pageant contestants and officials from the US to The Gambia on 23<sup>rd</sup> May 2007. It was a total of 162 people at USD1,884.45 per person. The money was never paid.

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<sup>66</sup> Exhibit SC10



## The Commission of Inquiry

### CIVIL LIABILITY

Ex-President acted in abuse of Office and is liable for the sum of USD305,280 and should be accountable for it.

### 10. THE GALLIA FERRIES

Gambia Ferry Services Company (GFSC) is a subsidiary of the Gambia Ports Authority. In October, 2010 GPA planned to acquire 4 ferries and GPA approval had been received for the selection of consultants when the Ex-President introduced Gallia Holdings to GPA to supply second hand ferries from Greek investors. The process of acquisition was led by OP because the Ex-President perceived that GPA under the management of Mr. Momodou Lamin Gibba was not keen on the Greek ferries. The team that negotiated the ferries testified that there were no negotiations in reality because it was “a done deal” between the investors and the Ex-President. Joint ventures were set up with the Greek investors and 3 PE’s were directed to fund the joint venture and building landing facilities in the total sum of:

GPA	- EUR 4,356,832. 84
SSHFC	- EUR 3,308,543. 16
Gallia Holdings	- EUR 3, 823, 939.00
<hr/>	
<b>TOTAL</b>	<b>= - EUR 11,489,315.00</b>
<hr/>	

When the ferries – Kansala and Aljamdu were found to be unsuitable and could not be used. The Ferries never worked and are now lying in the River for 5 years. The loss to the Government and PE’s is **EUR 7,665,376** confirmed by DT Associates.

The investment has ended in arbitration.

### CIVIL LIABILITY:

The Commission finds that the Ex-President acted recklessly when he failed to listen to advise and caused GPA to abandon procurement procedures usually





### The Commission of Inquiry

applied in the acquisition of ferries to comply with his directives ought to be liable for the ensuing loss of **Euros 7,665,376** and any further loss arising.

## 11. GAMTEL AND GAMCEL

Gambia Telecommunications Company Limited (GAMTEL) was established in 1984 as a Limited Liability Company. GAMCEL was established as a subsidiary of GAMTEL and is a mobile GSM Operator.

The Ex-President involved himself directly in GAMTEL operations with regard to the management of the International Telecommunications Gateway and the proposed privatization of the company. The Commission's finding is that the Ex-President interfered on these issues not to benefit GAMTEL or the national interest in any way, but for his own personal enrichment.

The Commission has found him to be both criminally liable and liable to repay monies he misappropriated from the International Gateway

### A. Sale of GAMTEL/ GAMCEL SHARES

The Ex-President directed that 50% of the GAMTEL/GAMTEL shares should be divested to a strategic partner. PKF Consulting Limited (Kenya) was engaged by Ministry of Finance to value the two companies as at 31<sup>st</sup> December 2006 for the purpose of determining the value of up to 49% of the shares which could then be divested through privatization to a strategic partner<sup>67</sup>. The companies were valued at a mid-point of USD153.87 Million so 50% should have resulted in USD76.94 Million.

Before the valuation process was concluded Spectrum International Investment Holding SAL (Spectrum) was Introduced to ex-President Jammeh by Mr. Mohamed Bazzi. The Ex-President directed that Government negotiate with them the same day for the value of USD35Million. None of the Ministers Mousa Bala Gaye and Neneh Macdouall Gaye appeared to have any previous knowledge of the arrangement. An account was opened in CBG – Second Divestiture Account No. 03201200386 for the proceeds to be paid. Only USD28.5 Million was actually received into the account. Of this only USD19.383 Million was deposited into the Consolidated Revenue Fund. USD 9.1 Million was spent on the directives of the Ex-President.

As stated above, there is probable cause for holding that the Ex-President misappropriated USD7,948,025.7. He is in any event liable for **USD7,948,025.73** recoverable from his assets.

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<sup>67</sup> Exhibit SC78 - See Pg. 4 of Final Business Valuation Report for GAMTEL



## The Commission of Inquiry

THIS LIABILITY IS ALREADY ACCOUNTED UNDER THE CBG ACCOUNT ABOVE

### B. THE INTERNATIONAL GATEWAY<sup>68</sup>

#### B.1. TELL International

The Ex-President's direct interference with International Gateway Revenue started with TELL International. TELL International was established by Ali Sharara when the Ex-President terminated Spectrum management of GAMTEL & GAMCEL which resulted in the termination of the management of the Gateway by ORATUS a Company registered in the British Virgin Islands which was granted a 5 year contract by Spectrum.

Mr. Ali Sharara claimed USD35 million from Government when Spectrum management was terminated. Only USD5Million was repaid by the Ministry of Finance. The EX-President then agreed to allow Ali Sharara to come back as an International Gateway managers. Mr. Ali Sharara came back as Tel International and the contract was signed on the 8<sup>th</sup> of April 2011 by Secretary General – Mr. Ebrima O. Camara instead of GAMTEL. OP wrote to GAMTEL instructing them to transfer the International Gateway to the Office of the President. Executive instructions were issued to TELL from OP on the 25<sup>th</sup> September 2013 to pay all proceeds due to the Gambia Government from the Gateway into the 'International Gateway account no. 11033001840 at CBG <sup>69</sup>. The Secretaries General and Cabinet Secretaries became signatories to the Account. A **total sum of USD5,026,805** was deposited into this account. The Ex-President then proceeded to spend the money under his directives.

THIS LIABILITY HAS BEEN DEALT WITH ABOVE.

#### B.2. Corruption

The Commission has also found that that the sum of over **GMD240,280,000 (USD7,514,000)** paid into Ex-President Jammeh's salary account no. 11002037701 at Trust Bank from June 2011 to January 2013 was given to him by Mr. Ali Sharara, through Euro African Group Ltd.

THIS LIABILITY HAS BEEN DEALT WITH ABOVE

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<sup>68</sup> See Volume 6 Chapter 4 for more details

<sup>69</sup> Exhibits CB16, CB17 & CB18



## The Commission of Inquiry

### B.2. MGI TELECOMS AG

The Ex-President under the influence of Mr. Baboucarr Sanyang, General Sulayman Badjie and Mr. Bala Jassey awarded a new Gateway management contract to MGI on 1<sup>st</sup> of June 2014, a date that fell on a Sunday. Baboucarr Sayanyang was authorized to sign the contract on behalf of the Government and not the Secretary General this time. When TELL did not cooperate a bypass was created by MGI and Mohamed Bazzi was summoned to ensure their cooperation.

Another account was opened by Executive Directive to Permanent Secretary Ministry of Finance in September 2013 - SPECIAL PROJECT ACCOUNT (VISION 2016) – a/c no. 1103002074 be opened into the Central Bank into which MGI TELECOM AG, as managers of the Telecommunications International Gateway paid all Gateway fees that should have been paid to GAMTEL. The Ex-President was the sole signatory.

The total Gateway revenue from 31<sup>st</sup> May 2014 to 31<sup>st</sup> March 2017 was USD122,578,919. USD43,123,245 into the Special Projects account (Vision 2016) account at CBG. MGI claimed expenses of USD52,837,514 stated as expenses incurred and USD69,741,405 as profit. MGI has not submitted any accounts to Government or GAMTEL

The Ex-President showed no interest in how MGI was dealing with the revenue. None of the Secretaries General knew anything about the Contract. Mr. Baboucarr Sanyang also feigned not to know.

Between 15<sup>th</sup> July 2014 and 7<sup>th</sup> July 2015, Ex - President Jammeh personally authorized cash withdrawals from the said account for the total sum of USD18,016,434.80 which the Commission considers to have been stolen and for which he is also liable. **General Sulayman Badjie also authorized the withdrawal of USD9,249,827** he said on behalf of the Ex-President.

THE COMMISSION HAS DEALT WITH THESE WITHDRAWALS ABOVE.

### B.3. Mobicel Blue Ocean And Multimedia Gateway Incorporated Ltd.

The management of the international Gateway by MGI Telecom was subcontracted to local companies Mobicel Blue Ocean Wireless and Multimedia Gateway Incorporated (a local Company whose acronym was made to be the same as MGI), instead of MGI working with GAMTEL to manage the Gateway as was done by all previous gateway managers.



## The Commission of Inquiry

The Commission has found that USD3,642,000 was paid from Mobicell Blue's account to TK Xport for Vision 2016 farming equipment based on requests from Ex-President Jammeh's orderly and Chief of Protocol Sana Jarjue was a bribe to Ex-President Jammeh. USD1.214 Million and USD1.2 Million was paid from MGI Swiss on the 24<sup>th</sup> and 26<sup>th</sup> June 2015 to make up a total of the USD3.6 Million requested by the Ex-President. Mr. Bala Jassey said the money was requested by the Ex-President as a loan. The Commission regards this as a bribe.

### **CIVIL LIABILITY:**

Ex-President and those who paid the bribe Mobicel, Bala Jassey MGI Swiss, Messrs. Martin Keller and Ilija Reymond are liable for the said sum **USD3,642,000.**

### **CRIMINAL LIABILITY:**

Probable case for bribery contrary to section 360

## 12. NATIONAL WATER AND ELECTRICITY COMPANY LIMITED (NAWEC) NAWEC

National Water and Electricity Company Limited (NAWEC) is a limited liability company established by Government on the 22<sup>nd</sup> May 1995. As at the time the Ex-President left the country on the 21<sup>st</sup> January 2017. NAWEC was Bankrupt with a debt portfolio of D9,335,429,170 (Nine Billion three hundred and thirty-five million four hundred and twenty nine thousand one hundred and seventy dalasis).

The Commission has found that the Ex-President's interference in NAWEC with some his close associates contributed significantly to this situation.

### **A.1. Contracts with GTG**

- The Ex-President directed that GTG be awarded the contract dated 19<sup>th</sup> January, 2001 to supply three Megawatt generating sets for USD15,686.000 by GTG when financing was available from Taiwan and then pre-financed the contract from CBG. GTG supplied 3 Deutz generators when NAWEC preferred Mirrlees sets which they were familiar with and proven to be most reliable.



### The Commission of Inquiry

- He also directed that the contract for the **Rehabilitation of Transmission and Distribution Net-Work for Greater Banjul for USD25,540,333 Dollars** fully financed by Taiwan should also be given to GTG on 1<sup>st</sup> August 2001.
- Between the period July 2002 to May 2013, GTG was awarded the exclusive rights to supply HFO to NAWEC<sup>70</sup> by the following contracts: Agreement dated 24<sup>th</sup> July 2002; Agreement dated 26<sup>th</sup> July, 2007; Memorandum of Understanding dated 15<sup>th</sup> July, 2012; and Agreement dated 7<sup>th</sup> May, 2013. The mark-up was PLATTS plus 17% contributing significantly to NAWEC's financial problems.
- On 30<sup>th</sup> November 2005 he forced NAWEC to enter into an IPP contract with GEG a sister company of GTG and to conclude negotiations the same day or heads would roll. GEG provided 4 second hand overpriced generators purchase from China at a capacity charge of USD32.8 per Kilo Watt hour of demonstrated capacity which translated to a flat rate of US\$720,000 per month when all the 4 generators were commissioned. This resulted in NAWEC paying USD41,609,163.01 by way of capacity charge for an investment which by the Special Investment Certificate USD18,103,800. The Energy was also an average of approximately 21 cents per KWH. The same mark-up on the HFO PLATTS plus 17% was applied to the IPP. NAWEC could not afford the IPP and led to its difficulties.
- In 2006 Ex-President directed that the management of NAWEC handed over to another GTG sister company - Global Management Systems GmbH for 5 years. Thus the company was given full control of NAWEC including NAWEC procurement. Which was then abused by GTG to their personal advantage.
- In October 2007, SSHFC was directed by the Ex-President to provide loans to NAWEC for GTG to supply 2 x 6.4 Megawatts (MW) reconditioned and overpriced generators from China to NAWEC meant for Western Region Electrification Extension Project. A total of Euros 4.3 Million equivalent to GMD118 Million. A further sum of Euros 1.3 Million had to be provided by SSHFC. SSHFC has never been paid. This forms part of NAWEC debts.
- All these built up into the NAWEC debt of USD64,212,284.89 claimed by GTG and sister companies EAGL and GEG. NAWEC was forced to raise a bond to pay off GTG/EAGL debts in the commercial banks signed on the 12<sup>th</sup> March 2015.

### CIVIL LIABILITY:

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<sup>70</sup> Exhibit SC82A-D - Bundle of Agreements and an MOU between GTG and NAWEC for the sale and supply of Heavy Fuel Oil to NAWEC spanning this period.



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Ex-President was primarily responsible for the bankrupt state of NAWEC and should be held liable for GTG/EAGL liability.

### A.2. CONTRACTS WITH AGUA

Aqua INC<sup>71</sup> submitted a proposal to the Office of the President (OP) with regards to taking over the operations and management, upgrading and modernisation and maintenance of the NAWEC owned Kotu Pond. NAWEC was forced to enter into a Concessional agreement and give up the pond to AGA management. NAWEC was forced to pay government 40% equity contribution of D5.8 Million and D19.5 Million.

#### CIVIL

#### LIABILITY

The Contract should be reviewed

### A.3 Free Electricity Connection

NAWEC's Management had received verbal instructions around August 2014 that all meters in Kanilai, Bujiling, Allah Kunda, Bugginga, Mandina and Bulunt Villages with the exception of the commercial meters should be removed.

Electricity and water extension works were undertaken by NAWEC for various projects related to the former President without being paid at the total cost of **D51,681,164.98** mostly for KFF properties and properties acquired by the Ex-President. UNPAID NAWEC BILLS – for Kanilai State House, KFF properties, Sindola, KGI = **D63,355,201.60**

Estimated damage to NAWEC caused by the Ex-President's interference is incalculable. The Ex-President is responsible for the damage to the Current condition of NAWEC.

**USD589,169** transferred by NAWEC based on instructions from OP should be recovered from Ex-President Jammeh. These funds were made available by ROC on Taiwan as financial assistance for NAWEC.

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<sup>71</sup> Aqua INC is the Parent company of Aqua Gambia Limited. The registered address of Aqua INK is 1035 Pearl Street, Boulder Co. USA



## The Commission of Inquiry

### 13. GAM PETROLEUM STORAGE FACILITY

#### A.1. The Mandinary Fuel Depot

The Ex-President, without giving any reasons for it abandoned the GAMFUELS Project and granted Gampetroleum (owned by Mohamed Bazzi and Amadou Samba) permission to construct the Gam Petroleum Storage Facility to be located at Mandanari Village on the 20<sup>th</sup> October 2004. The letter also stated that the company was granted “exclusive right as sole importer of petroleum products into the Gambia for a period of five years from the date of commencement of operation of the facility”.

When the project was completed in 2008 he directed the PE’s SSHFC, GNPC and GPA to purchase 48% of the shares. Gampetroleum priced their shares at €35 Million based on an unsigned Statement of Affairs dated 31<sup>st</sup> May 2008 allegedly prepared by DT Associates an audit and tax advisory firm. The Commission has found that this price was probably inflated. No independent value of the shares was conducted. All the PEs because of the executive directive felt under pressure to buy the shares. No audited accounts were provided for the construction phase to justify the sum.

SSHFC €10,850,000– 31%

GPA €3,500,000 – 10%

GNPC €2,450,000 -7%

In 2015 he again compelled the PE’s to purchase 10% in order to obtain majority shares. The shares were purchased from Amadou Samba who was bought out at €3.5 Million.

#### A.2. Ex-President Private Benefit from Gampetroleum

The Commission has found that the same time that the PE’s were forced to purchase Gampetroleum Shares from Mohamed Bazzi and Amadou Samba, Gampetroleum also handled the acquisition through Imperial Jet of Lebanon of a **BOEING B727 – 100, C5 – GAF** manufactured in 1966 and registered by the Government of The Gambia on 4/09/08.



## The Commission of Inquiry

Gampetroeleum also handled, through Imperial Jet of Lebanon, the acquisition of **CHALLENGER CL601, C5-AFT** manufactured by Canadair Bombardier in 1985. This was the second VIP State aircraft. It was registered in The Gambia on 1/10/2010.

EAGL was responsible for the management of Gampetroleum from 2008 after the PE's bought in until 2013. No dividend was paid during this period. The aircrafts were also managed by Gampetroleum with GCAA providing technical support in terms of maintenance planning and airworthiness certification until 2013.

EAGL did not submit any accounts of GAMPETROLEUM when they handed over the management until they were summoned to do so by this Commission. When requested to provide a soft copy of the accounts they submitted same in an inaccessible programme. Fadi Mazeggi promised the Commission that he was going to print out the accounts but did not do so.

### **CIVIL LIABILITY:**

Ex-President benefitted from the sale of the Gampetroleum shares by Messrs. Mohamed Bazzi and Amadou Samba. Gampetroleum provided him aircrafts and maintained them instead of paying dividends to its shareholders.

The Ex-President should be liable for the difference between the Value of the investment provided to GIEPA of USD20million and the EUR35 million at which the PE's bought the shares.

### 14. GFFI

In 2010, GOTG entered into a joint venture with PEARL Investment Sal Offshore, which is registered in Lebanon Beirut, for the establishment of rice and animal feed mills in The Gambia. A shareholders' agreement was signed on the 29<sup>th</sup> July 2011. The agreement states that PEARL is a Lebanese Investment Company whose mission is to invest in industrial, commercial and agricultural projects outside Lebanon and to identify, build, own and manage agriculture related projects, including rice and animal feed processing plants.

The rice and animal feed mill processing plants were located at Kamalo Mile 5, Banjul. The total cost of the project was estimated at USD12,414,000, with USD10,164,000 and USD2,250,000 allocated for GFFI and GFFI Feed Limited, respectively.

As discussed more fully below, GFFI and GFFI Feed Limited were improperly established at the direction of Ex-President Jammeh.





### The Commission of Inquiry

The Commission has made the finding that the arbitration award of USD4,600,000 was as a result of the direct interference of the Ex-President actions.

#### **CIVIL LIABILITY:**

- (a) The settlement fee of **USD4,600,000** paid by the Gambia Government using tax payers funds should be recovered from Ex-President Jammeh. The reason being that he gave the directive for PEs to invest in the company without following the proper process for investment opportunities in the Gambia.

#### **4. MINISTRY OF INTERIOR (CITIZENSHIP & ALIEN I.D. CARD)**

The Commission discovered that the Government, through the Department of Immigration, between the period 1995 to 2017 operated 2 programmes that: (1) granted citizenship to Chinese nationals; and (2) provided Alien Identification cards to Chinese nationals, and the Citizenship Investor Account was linked to these programmes.

However, on the 22<sup>nd</sup> December 1994 a proposal from one S.Y Hu to OP, was made to bring investor immigrants into the country to make substantial investments in exchange for citizenship<sup>72</sup>. The entrance fee into the program was USD10,000 per family unit and USD7,000 for a single unit. The agreement stated that the proceeds from every 5 passports must be deposited through telex transfer to the F.I.P account number 815 at Central Bank of The Gambia.

The proposal was approved by the Minister of Interior and resulted in a cabinet paper presented by the then Minister, Ousman Badjie. Once Cabinet approval was granted, an agreement was signed with Mirabeau Limited, a company based in Hong Kong that was invited to assist in the implementation of the project<sup>73</sup>. Exhibit MS159 shows an agreement dated 30<sup>th</sup> December 1999 between Mirabeau Limited and Gambia Government and signed by the representative of Mirabeau and the PS MOI<sup>74</sup>.

From 2010 to 2016 the amount reported by the Immigration Department as received and paid to CBG is US D1,032,400, equivalent to D39, 039,814. This is consistent with the sum deposited into the CBG account. However, the amount stated in the article as the cost of one residency unit converted in 2013 was equivalent to USD16,517 at the time. If multiplied by 9050, the alleged number of Chinese nationals with Gambian ID (USD16,517x 9050= USD149,478,850). Even if the 100,000 Hong Kong dollars was per family Unit this is a substantial sum of money. Moreover, the number 9,050 was as at August 2013.

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<sup>72</sup> Letter dated 22<sup>nd</sup> December 1991 and proposal from S.Y Hu-Exhibit MS347.

<sup>73</sup> Statement of Momodou Nai Ceesay dated 21<sup>st</sup> December 2017- MS347 (Ministry of Interior file)

<sup>74</sup> Exhibit MS159



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### CIVIL LIABILITY:

The Commission apportions at least 25% of the gross proceeds (USD149,478,850) to Ex - President Jammeh = **USD37,369,712.5**

## 6. EX-PRESIDENT JAMMEH ACQUIRED PROPERTIES

The Commission established that Ex-President Jammeh acquired **281 (Two hundred and eighty-one)** Landed properties which can be categorized as follows:

### A. PROPERTIES ACQUIRED BY PURCHASE

Ex-President purchased **62 (SIXTY-TWO)** properties. **5** properties were purchased in his own name. **1** in the name of Kanilai Group International Ltd. (KGI), **56** properties in the name Kanilai Family Farms Ltd. (KFF).

The purchase price of **6 (SIX)** properties is not known.

The **51** properties (excluding the Dunes Hotel and Resort purchased from GNPC funds) were purchased for the total sum of **D196,500,000.00**, **£1,150,000.00** & **USD150,000.00**.

### B. PROPERTIES APPROPRIATED OR SEIZED

**29 (TWENTY-NINE)** properties were in his possession. **23** were seized from Baba Kajali Jobe or his family.

1 (ONE) 11 Russell Street, Banjul ,was taken from the State – Ministry of Finance and Economic Affairs.

2 (TWO) from Assets Management and Recovery Corporation

3 (THREE) from other individuals.



## The Commission of Inquiry

### **5. PUBLIC LAND GRANTS BY THE STATE AND DISTRICTS TO EX-PRESIDENT JAMMEH OR HIS COMPANIES**

**TDA Lands Taken : 19 (NINETEEN)** leases of land in TDA were granted to the Ex-President (11) and his companies – KFF (5), Kanilai Cultural Centre (1), and Operation Save the Children Foundation (1), Gambia Food and Feed Industry (1).

#### **OTHER PUBLIC LANDS:**

**114 (ONE HUNDRED AND FOURTEEN)** free allocations of public lands (excluding the 19 leases allocated in the TDA) were made to the Ex- President as follows: - Banjul 2, Kanifing Municipality 11, WCR 56, LLR 4, NBR 12, CRR 22, URR 7.

#### **TOTAL: 135 LAND**

These include **10** Islands and 26 Wildlife Parks and reserves.

**C. COMMUNITY ALLOCATIONS: 6 (SIX)**

**D. PROPERTIES IN THE PROCESS OF LEASING: 30 (THIRTY).**

**E. PROPERTIES WITH THIRD PARTY CLAIMS: 21 (TWENTY-ONE)**

### **7. CONCLUSION**

The Ex-President, like any other person, adversely affected by the findings of this Commission is at liberty to appeal against them to the Gambia Court of Appeal. If he fails to appeal these findings would be binding on him. The Commission is of the view that the damage the Ex-President has caused to Government institutions, public resources and SOE's is of such serious nature that the President ought to introduce a motion before the National Assembly for charges to be brought against the Ex-President for theft, economic crimes and corruption promptly.



## The Commission of Inquiry

SUMMARY OF TOTAL LIABILITY OWED BY EX-PRESIDENT JAMMEH						
No.		GMD	USD	EUR	GBP	CFA
<b>1</b>	<b>Banks</b>					
<b>1A)</b>	<b>CBG</b>					
	State Aircraft account			3,999,893.00		
	Specail Project account (Vision 2016)		18,016,434.80			
	International Gateway Account	32,400,000.00	1,960,000.00	610,000.00		
	3M Account	69,441,485.50	37,067,000.00			
	Carnegie Mining Account	80,360,241.00				
	National Youth Development Fund Account	44,814,071.25	143,254.45			
	Sand Mining Royalties Account	3,252,000.00				
	Construction of the Kanilai Recording Studio and Conference Centre	19,726,300.00				
	2nd Divestiture Account (GAMTEL/GAMCEL Shares Sale Account)		7,948,025.73			
<b>1B)</b>	<b>Commercial Bank - GTB</b>					
	Ministry of Petroleum Account		3,768,448.00			
	Tax Revenue Recovery Account	40,640,404.92				
<b>1C)</b>	<b>Commercial Bank - TBL</b>					
	Dr. Albaji Yahya Jammeh Foundation		5,563,615.47			
	National Security Projects Account	14,101,140.00	1,056,841.77			
	Kanilai International Festival Tribute to Micheal Jackson Account	10,916,250.00				
	President's HIV AIDS & ASTHMA Treatment Trust Fund Account	1,600,000.00	1,043,430.00			
	ROC - TAIWAN		8,300,000.00			
	Higher Education Support Account	1,084,906.00	800,000.00			
	MRI Presidential Project Account	28,000,000.00				
	Prof. Dr. Yahya A.J.J. Jammeh Account	240,030,000.00				
<b>2</b>	<b>Companies and Businesses</b>					
	KFF	75,998,199.68				
	KGI					
	Green Industries		859,329.00			
	UTSCO		2,344,065.00			
	Kairaba Hotel		5,000,000.00			
	Observer		268,000.00			
	Westwood Gambia Limited		53,128,115.00			
<b>3</b>	<b>Charities &amp; Foundations connected to Ex-President Jammeh</b>					
	JFP		9,483,875.00			
	MYJ Trust		3,562,610.28			
	HIV AIDS AND ASTHMA Treatment Programme		5,332,637.33			
<b>4</b>	<b>Mining Linces for HMC</b>		20,097,886.00		2,250,000.00	
<b>5</b>	<b>Government loans, Grants &amp; Donations</b>					
	Mahindra Tractors		5,326,458.22			
	ROC on TAIWAN Grants	1,905,835.00	22,380,107.98			
	Japanese Grant	206,181,588.00				
	Qatari Grant					
	Nigeria Budget Support (Oil Lifting)		1,900,000.00			
<b>6</b>	<b>State Owned Enterprises (SOEs)</b>					
	GNPC		5,483,448.71			
	SSHFC	28,150,000.00	3,048,964.15			
	GPA	51,373,724.24	305,280.00			618,400.00
	GAMTEL/GAMCEL		3,642,000.00			
	GAM PETROLEUM			17,200,000.00		
	NAWEC	115,036,366.58	34,918,532.00			
	GFFI		4,600,000.00			
	GALLIA			7,665,376.00		
	<b>TOTAL</b>	<b>1,065,012,512.17</b>	<b>267,348,358.89</b>	<b>29,475,269.00</b>	<b>2,250,000.00</b>	<b>618,400.00</b>



**The Commission of Inquiry**



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### LIST OF ESTIMATED DRC VALUATION OF KANILAI BUILDINGDS AND STRUCTURAL

#### Estimated depreciated replacement cost (Current cost of structural value) in GMD

NO.	Associate Number	Name of the buildingc and structures	Estimated DRC Value (GMD)
1		Borehole	3,000,000.00
2		Efevated water tank	2,250,000.00
3		Abandon borehole with Structure	311,500.00
4		GI sheet Mod house	174,000.00
5		GI sheet Mod house	165,975.00
6		Borehole with motor room	312,750.00
7		Boundary wire fence (40KM)	171,000,000.00
8		borehole with pump house	315,500.00
9		Abandon building structure	0.00
10		Incomplete Building	9,504,600.00
11		Mud house	113,500.00
12		Incomplete mosque	2,150,000.00
12		borehole with power room	309,100.00
13		U shape building structure	1,150,000.00
14		boundary wall with Iron gates	402,000.00
15		Animal cage building	1,600,000.00
16		Dilapidated house	150,000.00
17		toilet block	12,500.00
18		concrete well with hand pump	230,000.00
19		Boundary wall around Empty land	255,000.00
20		Old line house	1,650,000.00
21		Open shed	135,000.00
22		Incomplete building	2,700,000.00
23		Factory type building	4,300,000.00
24		Concrete elevated water tank	4,875,000.00
25		Dilapidated building	190,000.00
26		Dilapidated building	1,650,000.00
27		Large store building	4,900,000.00
28		Borehole and pump station	660,000.00
29		Boundary wall	478,000.00
30		Observation post incomplete	28,500.00
31		Mosque	361,000.00
32	32-1	GAF used building	1,550,000.00
	32-2	Office building-not in use	3,250.00
	32-3-7	abandon animal cages	42,000.00
	32-8	Honey processing center	30,000.00
	32-9	Office building-not in use	2,050,000.00
	32-10	4 numbers round guest houses	13,000,000.00
	32-11	Square shape guest houses	8,880,000.00
	32-12	4 numbers round guest houses line-2	8,000,000.00
	32-13	boundary wall	2,400,000.00
33		incomplete building structure	742,000.00
34		water reservoir pond	150,000,000.00
35		Incomplete wall	180,000.00
36	36-1	VIP Compound-Building near main gate	1,250,000.00
	36-2	Guard room	35,000.00



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### LIST OF ESTIMATED DRC VALUATION OF KANILAI BUILDINGS AND STRUCTURAL

	36-3	mosque	383,500.00
	36-4	4-VIP bungalows	17,000,000.00
	34-6	conference room-1	2,800,000.00
	34-7	conference room-2	2,800,000.00
	34-8	conference room -3	1,800,000.00
	34-9	Restaurant building	1,250,000.00
	34-10	Elevated water tank	3,700,000.00
	34-11	borehole with pump	350,000.00
	34-12	Parking development	2,500,000.00
	34-13	Gates and boundary wall	2,000,000.00
37	37-1	Large building	3,000,000.00
	37-2	Incomplete mosque	220,000.00
		Boundary wall & gate	1,400,000.00
38		Office building occupying by solders	445,000.00
39		Military check point	178,000.00
40		Military garage	294,000.00
41		Military admin office	3,500,000.00
42		Baboon Saloon	22,000.00
43		Army CEO's Office	158,500.00
44	44-1	4 buildings use by GAF	51,200,000.00
	44-2	Boundary wall	2,700,000.00
45	45-1	Barrack Building	333,000.00
	45-2	Security check point	86,000.00
46	46-1	pavilion-1	3,100,000.00
	46-2	Pavilion-2	3,100,000.00
	46-3	Pavilion-3	3,700,000.00
	46-4	Office building-not in use	440,000.00
	46-5	Store building	61,000.00
	46-6	Toilet block - Men's	81,000.00
	46-7	Toilet Block - women	91,000.00
	46-8	meter room	9,600.00
	46-9	Rear gate toilet block	31,000.00
	46-10	Boundary wall	1,400,000.00
47		boundary wall up to arch	275,500.00
48		Boundary wall left hand side	386,100.00
49		Main arch	8,000,000.00
50	50-1	Security towers	682,500.00
51		Gate and wire fence	25,000.00
52		Dilapidated building structure - total	388,840.00
53		Check point	81,500.00
54	54-1	Store building	5,600,000.00
	54-2	workshop	144,000.00
55		incomplete building structure	27,000,000.00
56	56-1	House occupying by GAF Officers	2,000,000
	56-2	House occupying by GAF Officers	4,500,000
	56-3	House occupying by GAF Officers	5,000,000.00
	56-4	boundary wire fence	25,000.00
57	57-1	Store building	2,900,000.00
	57-2	GI roofed building	2,960,000.00
58	58-1	Training center Boundary wall	1,900,000.00
	58-2	GI roofed old building structure	20,000.00
	58-3	G+1 training center	25,500,000.00
	58-4	Incomplete building structure	58,500.00
59		Military admin building	2,225,000.00



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### LIST OF ESTIMATED DRC VALUATION OF KANILAI BUILDINGS AND STRUCTURAL

60	60-1	Military bakery-kitchen	1,110,000.00
	60-2	Store building	1,110,000.00
	60-3	Incomplete building structure	12,250.00
	60-4	Building use by army	184,000.00
61	61-1	Building use by army -GAF G+2	20,000,000.00
	61-2	Boundary wall	2,000,000.00
62		Five numbers of line houses- Building -1	
	62-1	Incomplete building structure	11,000,000.00
	62-2	Line house occupying by solders	3,000,000.00
	62-3	3 line houses -not in use	6,900,000.00
	62-4	68m length line house	6,800,000.00
63		GI roofed building	1,250,000.00
64		dilapidated wall	25,000.00
65		line house - not in use	1,242,000.00
66	66-1	2-security structure	3,000,000.00
	66-2	oxidized water tank structure	450,000.00
67		house occupying by Solders	1,500,000.00
68		Animal cage-open to sky -two hinas in	700,000.00
69		Military school premises	
	69-1	Borehole	300,000.00
	69-2	dilapidated building	10,000.00
	69-3	building- poor condition	100,000.00
	69-4	main building	2,700,000.00
	69-5	dormitory	1,050,000.00
	69-6	Toilet block	55,500.00
70		Family residence of Mr. Jalamang Jammeh	
	70-1	Residential building-1	4,200,000.00
	70-2	Residential building-2	3,500,000.00
	70-3	Residential building-3	310,000.00
	70-4	Kitchen	50,000.00
71		Military office and Gamtell building	
	71-1	Gamtel building	75,000.00
	71-2	Military office	584,000.00
72		Building at vegetable garden	47,000.00
73		Guard room and building	
	73-1	Guard Room	160,000.00
	73-2	House -Not in use	182,500.00
74		Animal cage and incomplete building	
	74-1	Animal cage: 3 hinas in	2,200,000.00
	74-2	incomplete building structure	60,000.00
75		Building occupying by NAWEC	
	75-1	GI Roofed building-1	373,587.50
	75-2	GI Roofed Building-2	373,500.00
	75-3	GI roofed building -3	260,000.00
	75-4	3 units line house	1,800,000.00
	75-5	One unit house	360,600.00
	75-6	Dilapidated mosque Structure	10,000.00
	75-7	Dilapidated open Shed	10,000.00
76		NAWEC power control house	240,000.00
77		Family apartment -	
	77-1	Storied building- G+3	120,000,000.00
	77-2	G+2 building	35,000,000.00
	77-3	Building -3	21,000,000.00
78		Boundary wall -Jalamang Jammeh Res.	4,050,000.00





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### LIST OF ESTIMATED DRC VALUATION OF KANILAI BUILDINGS AND STRUCTURAL

79		Former presidance official compound	
	79-1	Main gate and G+2 building	2,700,000.00
	79-2	Large incomplete building	250,000,000.00
	79-3	Dilapidated building	187,500.00
	79-4	Conference hall with apartment	78,800,000.00
	79-5	43mx43m)2x2.5m Boundary wall-1	580,000.00
	79-6	Boundary wall -2	973,500.00
	79-7	2 Security blocks	300,000.00
	79-8	2. toilet blocks: Obsolete	97,104.00
	79-9	Laundry building	125,000.00
	79-10	Boundary wall-3	222,000.00
	79-11	Security and reception building-1	1,350,000.00
	79-12	Mosque Building	1,253,000.00
	79-13	G+2 reception building	12,000,000.00
	79-14	G+1 toilet block & security room	407,820.00
	79-15	Other developments	5,000,000.00
80	80-1	Building situated at SOMA fronting to main road	43,000,000.00
	80-2	Generator room	138,500.00
81		Bugimga property:	
	81-1	Main house	40,000,000.00
	81-2	Single storied house	446,500.00
	81-3	Guard room	30,000.00
	81-4	Boundary wall	3,200,000.00
	81-5	Other related development	300,000.00

Total buildings and structural value (within the Inspected area as at 15th March 2019) **1,303,757,576.50**

Say **1,304,000,000.00**

Add: 100m for the road side development ,street lighting and water distribution system as an item 100,000,000.00

Total estimated DRC value as at 15th March 2019 **1,404,000,000.00**

Note: This amount estimated current depreciated value of the building and structures. According to my opinion 35% average cost should add to this amount in order to get an average picture for the actual cost effected.  
Refer: report with images of the buildings for detail.  
**(This report submitted facing to considerable limitations and 4days sites observation)**



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### **2. FINANCIAL DEALINGS OF EX-FIRST LADY ZINEB SOUMA YAHYA JAMMEH**

#### A. INTRODUCTION

The evidence before this Commission shows that the Ex-First Lady, Madam Zineb Jammeh, transferred money outside the jurisdiction and also received fund transfers from the OP through foreign banks. The monies involved are believed to be public funds or funds held in trust.

**OP established an office for the Ex-First Lady called the Office of the First Lady. An account (No: 216-85310-110) in the name of the Office of the First Lady was opened on 10<sup>th</sup> of October 2016 at Guaranty Trust Bank (GTB). Although the name suggests that it is a public account, the provisions of the Public Finance Act, 2014 for the opening of public accounts in private banks was not applied.<sup>75</sup> Nor was it operated as a public account. The Ex-First lady was a signatory to the account along with her protocol officer, Alhagie Ousman Ceesay. The account opening documents tendered by the bank show that the deputy PS, Office of the First Lady wrote the bank for the opening of the account on the 12<sup>th</sup> of October 2016.<sup>76</sup> There is no evidence to indicate that approval was sought for from the Ministry of Finance. Nor was the account opened through the Auditor General. The co-signatory to the account of the Ex-First lady (Alhagie Ousman Ceesay) testified that he was directed to fill and sign the account opening documents<sup>77</sup>.**

A review of the statements for the three accounts presented by the Bank shows that they were predominantly financed through cash deposits made by Alhagie Ousman Ceesay. According to him the cash was provided by the Ex-First Lady. There is no evidence that the Ex-First Lady had private means from which such monies could be generated.

The Ex-First Lady was not entitled to a salary or any allowance under the law.<sup>78</sup> The budget allocation for the Office of the First Lady was D360,965 for the year 2012 and incrementally increased to D499, 378 by year 2016.

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<sup>75</sup>Section 13 that: "A person shall not open an official account in any domestic or foreign bank without the authority of the Accountant General in consultation with the Permanent Secretary, except for commercial bank accounts which must be approved by the Minister on the recommendation of the Accountant General". The terms 'Permanent Secretary' and 'Minister', in the Context of the Public Finance Act mean, respectively, the Permanent Secretary and Minister of Finance and Economic Affairs.

<sup>76</sup> Exhibit BB82 A

<sup>77</sup> Transcript of Alhagie Ousman Ceesay dated 25th January 2018 page 6

<sup>78</sup> It is important to note that in 2012, the Ministry of Finance for the first time included the office of the first lady in the budget for that year. It was created as an office (sub-head) under the office of the President. The expenditures covered in the budget were meant to cover expenses for payment of staff allocated to the first lady. These are: Permanent secretary, Deputy permanent secretary, Principal assistant secretary,



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In contrast, the Ex-First Lady transferred at least USD190,000 (about D9,120,000) in 2013 alone.

All debits from the account are outward swift transfers, made by her Chief of Protocol, Alhagie Ousman Ceesay. Some of the recipients of these funds are known to be staff working at the Potomac residence Mary Land USA. It can be concluded that the account was created to facilitate the transfer of cash outside the jurisdiction.

The funds transferred to or under the instructions of the Ex-First Lady can be categorized under five headings as summarized in the tables below.

1. Funds transferred directly to Zineb Jammeh's foreign bank accounts
2. Funds transferred to foreign companies
3. Funds transferred to Ivymount Outreach Program
4. Funds transferred to MYJ Trust
5. Funds transferred to individuals
6. Funds transferred from Operation Save the Children Foundation (OSCF)

### B. FUNDS TRANSFERRED TO ZINEB JAMMEH PERSONAL ACCOUNT IN USA

During the period commencing 13<sup>th</sup> February 2013 and ending 8<sup>th</sup> July 2016, the Ex-First Lady, received foreign exchange transfers predominantly emanating from the Higher Education Support Account bearing number No.120-11567402<sup>79</sup>. The Higher Education Support Account is one of the TBL accounts irregularly<sup>80</sup> opened by the Office of the President.

It is not **known** what the funds transferred to the Ex-First Lady were meant for since the purpose of the transfers are not indicated. A majority of the transfers were to the United States of America.

It has been established that the funds deposited in the Higher Education Support Account are from Taiwan grants to The Gambia and not meant for the Ex-First Lady. No justification exists for transferring such sums to the Ex-First Lady. The evidence indicates that a total sum of \$354,850 was transferred to the Ex-First Lady during this period. The table below contains a summary of transfers made.

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Senior assistant secretary, Principal private secretary, Private secretary, Senior driver, Driver and Messenger.

<sup>79</sup> Exhibit BB 109(B)

<sup>80</sup> Not opened in compliance with the relevant provisions of the law.



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TABLE 1 - FUNDS TRANSFERRED TO ZINEB JAMMEH ACCOUNT  
US BANK ACCOUNT.

DATE	BAN K	DESTINATION	SENDER'S DETAILS	Beneficiary Details	Amount
13.02.20 13	TBL	Bank of America-NY- Ac No: 226004566780	President's personal account, President's Office, State House- A/C No. 107- 0193505-02- 01	Zineb Jammeh	\$150,000. 00
30.12.20 13	TBL	Bank of America-NY Ac No: 226004566780	AC No. 120- 115674-02, Higher Education Support Account	Zineb Jammeh	\$40,000.0 0
09.01.20 14	TBL	Bank of America-NY Ac No: 226004566780	AC No. 120- 115674-02, Higher Education Support Account	Zineb Jammeh	\$30,000.0 0
24.09.20 14	TBL	TD Bank, NA, Mount Lauren- A No: 4303362860	AC No. 120- 115674-02, Higher Education Support Account	Zineb Jammeh	\$50,000.0 0
10.04.20 15	GTB	Bank north (a trade name of TD Bank N.A) Ac No: 4303362860	Cash Sanna Jarju, Office of the President	Zineb Jammeh	\$21,850.0 0
21.12.20 15	GTB	Wells Fargo Bank, San Francisco Ac No: 9924005003	Cash Momodou Lamin Mendy, Office of the President	Zineb Jammeh	\$30,000.0 0
05.05.20 16	TBL	Wells Fargo Bank, San	AC No. 120- 115674-02,	Zineb Jammeh	\$16,000.0 0



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		Franciso	Higher Education Support Account		
<b>8.07.2016</b>	GTB	Wells Fargo Bank, N.A Ac No: 2252722885	Cash Alhagie Ceesay C/O Office of the President	Zineb Jammeh	\$17,000.00
<b>TOTAL</b>					<b>\$354,850</b>

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SFERS MADE TO IVYMOUNT OUTREACH PROGRAM INC (USA)

Ivymount is an institution in the United States that provides educational services for children with autism and special needs.

The evidence led before the Commission so far has revealed that Muhammed Jammeh was enrolled in the Ivymount outreach program. Teachers were brought in from the United States to cater for his educational needs. The funds transferred to the Ivy Mount Program emanated from the Higher Education Support Account and the Office of the First Lady Account. (See Table 2 for a summary of the transfers found.) No record of a Taiwanese grant to, or other budgetary provision for, Muhammed Jammeh has been found. The total sums so far discovered to have been transferred to Ivy Mount from June 2014 to January 2017 is **USD170,710**. As per table below:

TABLE - 2. TRANSFERS MADE TO IVYMOUNT OUTREACH PROGRAM

DATE	BANK	DESTINATION/ RECEIVING BANK	SENDER DETAILS	Amount
<b>26.06.2014</b>	TBL	M and T Bank, New York Ac No: 9839158152	Higher Education Support Account C/O Office of the President- AC No. 120-11567402	\$5,000.00
<b>18.11.2014</b>	TBL	Wells Fargo Bank, N.A Ac No: 1612454201	Higher Education Support Account C/O OP AC No. 120-11567402	\$20,000.00
<b>06.03.2015</b>	TBL	Wells Fargo Bank, San Francisco N.A, Ac No: 1612454201	Higher Education Support Account C/O OP AC No. 120-11567402	\$20,000.00



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<b>26.03.2015</b>	TBL	Wells Fargo Bank, San Francisco N.A, Ac No: 1612454201	Higher Education Support Account - OP AC No.120-11567402	\$20,000.00
<b>13.05.2015</b>	TBL	Wells Fargo Bank, San Francisco N.A Ac No: 1612454201	Higher Education Support Account - OP AC No. 120-11567402	\$20,000.00
<b>05.05.2016</b>	TBL	Wells Fargo Bank, San Francisco N.A, Ac No: 1612454201	Higher Education Support Account OP AC No. 120-11567402	\$20,000.00
<b>21.06.2016</b>	GTB	Wells Fargo Bank, San Francisco Ac No: 055001096	Swift transfer by Alhagie Ousman Ceesay, Office of the President	\$20,000.00
<b>10.10.2016</b>	GTB	Wells Fargo Bank, San Francisco Ac No: 055001096	Office of the first lady, office of the President	\$20,000.00
<b>28.10.2016</b>	GTB	Wells Fargo Bank, N.A	Office of the first lady, Office of the President	\$13,000.00
<b>24.11.2016</b>	GTB	Wells Fargo Bank, San Francisco N.A Ac No: 1612454201	Office of the first lady, Office of the President	\$12,910.00
<b>05.01.2017</b>	TBL	Wells Fargo Bank, San Francisco, Ac No: 16124554201	Higher Education Support C/O Office of the President- AC No. 120-11567402	\$12,800.00
<b>Total</b>				<b>\$183,710</b>

Mr. Alhagie Ousman Ceesay has testified that three or four teachers from the US were employed for Muhammed Jammeh from Ivymount Outreach program. The teachers also travelled with him everywhere. The rent and utility bills of the teachers was covered by the **Ex-First** lady. The teachers stayed at the Ocean View Resort. The invoices from the Resort show that Office of the Ex-First Lady spent a total of **D483,385.00** on utility bills leaving an outstanding balance of **D810,481.60** outstanding. **USD20,150** was paid in rent leaving a balance of USD\$60,775.00 outstanding. The monies according to the evidence were paid via bank transfer. The funds were transferred from the Office of the



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First Lady USD Account at GTB.<sup>81</sup> Alhagie Ousman Ceesay testified that he would be given physical cash by the Ex-President to deposit into the Office of the First Lady Account. Transfers were then made from this account for various purposes such as rent payments for the US Teachers<sup>82</sup>.

### D. TRANSFERS MADE TO FOREIGN COMPANIES

The Ex-First Lady also made transfers to foreign companies. On the 15<sup>th</sup> of February 2016, she transferred the sum of USD203,841.00 (approx. D9,172,845) over the counter at Guaranty Trust Bank to Endeavour Global Acquisition Group LLC. The purpose of this particular transaction was for a charter flight and USD100,000 to Santander Bank- purpose unknown.

TABLE 3- TRANSFERS MADE TO FOREIGN COMPANIES

DATE	BANK	DESTINATION/RECEIVING BANK	SENDER	BENEFICIARY	AMOUNT
21.12.2015	GTB	Santander Bank N.A	Modou Lamin Mendy C/O Office of the President	Sahara Plaza LLC	\$100,000
15.02.2016	GTB	Bank America	Hon. Borrie L.S.B Kolley	Endeavour Global Acquisition Group LLC	\$203,841.

### E. TO THE MYJ REVOCATION TRUST

It is assumed that the above Trust is connected to the MYJ Family Trust. A bank account was opened in the name of the latter Trust at TBL by one Ahmad Hodroj, the then managing director of Euro African Group Ltd. It is funds from this account that were used to purchase the Ex-President's Potomac Residence in Maryland<sup>83</sup>. It is assumed that the transfers to the MYJ Revocation Trust are for the benefit of the Ex-President's family.

All the transfers were from cash deposits by Ex-First Lady's protocol officers over the counter. A total of **USD109,000** was made from October 2016 to January 2017 (3 Months).

<sup>81</sup> Exhibit BB82B

<sup>82</sup> Exhibit MS256 submitted by Ocean View Resort

<sup>83</sup> See Vol.4 Part 3 Chapter 3



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TABLE 4 - THE MYJ FAMILY REVOC TRUST DTD ZINEB JAMMEH

DATE	BANK	RECEIVING BANK	SENDER'S DETAILS	BENEFICIARY'S DETAILS	AMOUNT
10.10.2016	GTB	Wells Fargo Bank N.A	Over the counter cash transfer; Office of the First Lady, State House	MYJ Family Revoc Trust- Account Number- 2252722885	\$17,000.00
24.10.2016	GTB	Wells Fargo Bank N.A	Over the counter cash transfer; Office of the First Lady, State House	MYJ Family Revoc Trust- Account Number- 2252722877	\$20,000.00
08.11.2016	GTB	Wells Fargo Bank N.A	Over the counter cash transfer; Office of the First Lady, State House	MYJ Family Revoc Trust- Account Number- 2252722885	\$17,000.00
25.11.2016	GTB	Wells Fargo Bank N.A	Over the counter cash transfer; Office of the First Lady, State House	MYJ Family Revoc Trust- Account Number- 2252722877	\$30,000.00
06.01.2017	GTB	Wells Fargo Bank N.A	Over the counter cash transfer; Office of the First Lady, State House	MYJ Family Revoc Trust- Account Number- 2252722885	\$15,700.00
13.01.2017	GTB	Wells Fargo Bank N.A	Over the counter cash transfer; Office of the First Lady, State House	MYJ Family Revoc Trust- Account Number- 2252722877	\$10,000.00
<b>TOTAL</b>					<b>\$109,700</b>





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### F. TRANSFERS TO INDIVIDUALS

According to the evidence of Alhagie Ousman Ceesay, almost all the individuals to whom transfers were made were under the employment of the Ex-First Lady in United States or Morocco<sup>84</sup>. The transfers were made from cash deposits over the counter. USD674,685 & EUR50,000 were transferred in this way from 2014 to 2016.

The **Commission** notes that the sum of USD469,961.96 was also transferred to Al Idrissi Lalla Meryem from Alhagie Yahya Jammeh Foundation for Peace Account<sup>85</sup>.

TABLE 5. TRANSFERS MADE TO INDIVIDUALS

Date	Bank	Receiving Bank	Sender's details	Beneficiary's details	Amount
25.01.2013	TBL	Societe Generale Marocaine Casablanca	President's Office, State House, Ac No: 112-124848-01	Al Idrissi Lalla Meryem, Ac No:022810000197001 022 937623	\$469,961.96
29.09.2014	TBL	JP Morgan Chase	Office of the President, Higher Education Support Account-Ac No:120-115674-02	Karl Racine Ac No: 676-163982	\$100,000.00
08.08.2016	GTB	Banco Popular Espanol, S.A	Buba I Demba, Office of the President	Lalla Meryem Al Idrissi ES9800753070180601 100127	€50,000.00
12.10.2016	GTB	Wells Fargo Bank N.A	Office of First Lady,	Lindsay Morgan Beatse Ac No: 1559069149	\$5,000.00
10.10.2016	GTB	Societe Generale Marocaine De Banques	Office First Lady, OP	Lalla Meryem Al Idrissi Ac No: 022810000200002733 6 92523	\$3,000.00
12.10.2016	GTB	Wells Fargo Bank N.A	Office of First Lady, OP	Katherine Suzanne Leslie Ac No: 7661055538	\$5,900.00
12.10.2016	GTB	Wells Fargo Bank	Office of First Lady, OP	Kamala Rebecca Parker Ac No:	\$5,900.00

<sup>84</sup> Transcript of Alhagi Ousman Ceesay of 25<sup>th</sup> January 2018

<sup>85</sup> See Vol.4 Part 3 Chapter1



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				1010217764416	
<b>28.10.2016</b>	GTB	Navy Federal Credit Union	Office of the First Lady	Yvonne Alleyne Ac No: 7037067498	\$15,000.00
<b>08.11.2016</b>	GTB	Societe Generale	Office of the First Lady,	Lalla Meryem Al Idrissi Ac No: 0228100002000027336 92523	\$3,000.00
<b>09.11/2016</b>	GTB	Wells Fargo Bank N.A	Office of the First Lady	Lindsay Morgan Beatse Ac No: 1559069149	\$5,500.00
<b>09.11.2016</b>	GTB	Wells Fargo Bank	Office of the First Lady	Kamala Rebecca Parker Ac No: 1010217764416	\$5,900.00
<b>09.11.2016</b>	GTB	Wells Fargo Bank	Office of the First Lady	Katherine Suzanne Leslie Ac No: 7661055538	\$5,900.00
<b>05.12.2016</b>	GTB	Societe Generale Marocaine De Banques	Office of the First Lady	Al Idrissi Lalla Meryem Ac No:022810000200002733692523	\$3,000.00
<b>05.12.2016</b>	GTB	AK Bank, Turkey	Office of the First Lady	Lina Ilgaz Ac No: TR 11004600768036000046576	\$20,000.00
<b>09.01.2017</b>	GTB	Wells Fargo Bank	Office of the First Lady	Katherine Suzanne Leslie Ac No: 7661055538	\$5,000.00
<b>09.01.2017</b>	GTB	Wells Fargo Bank N.A	Office of the First Lady	Lindsey Morgan Beatse Ac No: 1559069149	\$5,500.00
<b>09.01.2017</b>	GTB	Wells Fargo Bank	Office of the First Lady	Kamala Rebecca Parker Ac No: 1010217764416	\$4,500.00
<b>09.01.2017</b>	GTB	Societe Generale Marocaine De Banques	Office of the First Lady	Al Idrissi Lalla Meryem Ac No:022810000200002733692523	\$3,000.00
<b>12.01.2017</b>	GTB	JP Morgan Chase Bank, N.A	Office of the First Lady	Moulay Ali Al Idrissi Ac No: 103255573	\$8,624.00
<b>TOTAL(\$)</b>		<b>\$674,685</b>		<b>TOTAL(€) €50,000</b>	



## The Commission of Inquiry

### G. TRANSFERS FROM OPERATION SAVE THE CHILDREN FOUNDATION

OSTCF was a foundation set up by the Ex-First Lady on 21<sup>st</sup> January 2012 as an NGO with the objective of improving the welfare of Gambian children through better education, health care and nutrition<sup>86</sup>. It operated the following Bank Accounts:

GT Bank GMD Account (Account Number: 216-852479-110)

GT Bank USD Account (Account Number: 216-852479-210)

TBL GMD Account (Account Number: 11013037901)

The evidence before the Commission has revealed that fundraising events were organised by the foundation in which substantial amounts of money were raised. Funds from OSTCF were used to pay various companies. The signatories to the account included the former Vice President- Isatou Njie Saidy.

Deposits into these accounts totalled USD506,865 and D21,237.60

The Commission finds that nearly all the funds of the foundation were wasted on events which from appearance were intended to boost the profile of the First Lady rather than help Gambian Children. Out of all the money raised, the evidence shows that only two payments from the bank accounts reviewed that were made for the benefit of children. They are:

- A payment of CFA1,500,000 (D127, 500) to a hospital in Dakar Senegal for the tongue Cancer treatment of a Ms Sally Leigh.
- USD25,000 (D1,370,500) payment to a hospital in Israel for the treatment of six children with congenital heart disease<sup>87</sup>.

The Ex-First Lady authorised expenses amounting to D3,330,046.6, USD**231,581.27**, **GBP6,618.41** that the Commission has found not justified and which should be recovered from her.

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<sup>86</sup> See Vol. 4 Chapter 3 Chapter 5

<sup>87</sup> OSCF is further elaborated upon in Vol.4 Part 3 Chapter 5.



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### H. FINDING

- (1) The Office of the First Lady Bank GTB account was not opened until October 2016. We have not found any commercial bank records prior to that date. Transactions before that date were in cash through protocol officers.
- (2) From the records so far found, at least **US1,626,786** was transferred from Gambia to, or on behalf of, the Ex-First Lady over a span of 2years – 2016 excluding monies transferred from OSC . Of this sum \$183,710 was to IvyMount Outreach in respect of the child. The rest of the funds were either to herself or to maintain her lifestyle (airplane charters for her travels).
- (3) The Office of the First Lady under the Ex-President was used for the private purposes of the Ex-First Lady and not for any services to Government. Bank accounts were opened in GTB in the name of her Office for her private purpose and in order to enable her transfer cash out of the country. The fact that the Chief of Protocol Alhagie Ousman Ceesay was made a signatory further seemingly legitimized the Account.
- (4) This Commission has found that the Ex-President Jammeh personally withdrew, directly, cash from accounts opened by Office of the President or controlled by that Office after they were opened by the Accountant General. It is therefore not unreasonable to assume that cash deposited by the Ex-First Lady was from the Ex-President since no evidence of a private source of revenue for her has been established. These sums are recoverable from Ex-President Jammeh and Ex-First Lady Zineb Souma Jammeh, jointly and severally, as money illegally appropriated from public sources including the Higher Education Account and Office of the President. There is probable cause for holding that the said funds amounting to **US1,626,786** were stolen.
- (5) From the evidence, the Protocol Officers involved in transferring cash for the Ex-First Lady are the following:
  - a. Sanna Jarju
  - b. Momodou Lamin Mendy
  - c. Alhagie Ousman Ceesay
  - d. Hon. Borrie L.S.B. Kolley to charter an aircraft.
  - e. Buba I Demba



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Alhagie Ousman Ceesay was joint signatory to the Office of the First Lady Account. There is probable cause for holding that they aided and abetted the Ex-First Lady Zineb Souma in the illegal appropriation of public funds.

### Recommendations

#### Way Forward

- (1) The **Ex-President Jammeh, Ex- First Lady Zineb Souma** Jammeh should be charged with theft of the sum of **USD1,626,786**.
- (2) She is liable for **the D3,330,046.60, USD231,581.27, GBP6,618.41** improperly authorized from OSCF.
- (3) All the Protocol Officers should, at the minimum, be dismissed from office.
- (4) The role of the Protocol Officers at OP should be reviewed with a view to setting guidelines and limits as to their functions in relation to the private financial affairs of the first families.



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### 3. GENERAL SULAYMAN BADJIE

#### 1. Background

General Sulayman Badjie (also known as Saul Badjie), according to his National I.D. Card No: 3082575, was born on the 8<sup>th</sup> of August 1969 in Bwiam<sup>88</sup>. The Commission has been informed that his name at birth was Karafa Bojang<sup>89</sup>. It is not clear when he changed his name, but his service record reflects Sulayman Badjie.

General Sulayman Badjie's service records show that his total emoluments from 22<sup>nd</sup> July 1994 to January 2017 were as follows:

Rank	Name	Svc No.	Salaries	Allowances	Gross pay
Ex-Lt Gen	Sulayman Badjie	(G/5213)	1,346,300.00	1,367,340.40	<b>D2,713,640.40</b>

General Badjie was the Commander of the Republican National Guard (RNG) under Ex-President Jammeh. He was declared a close associate of the Ex-President by this Commission on the 13<sup>th</sup> October, 2017.

From the evidence, General Badjie came into notoriety in the latter years of the Ex-President's Government from when he appeared to have worked very closely with the Ex-President and left with him when the Ex-President went into exile on the 21<sup>st</sup> January 2017.

General Sulayman Badjie featured extensively in the Commission's investigations in connection with the following:

- a. Withdrawal of funds from the Central Bank;
- b. Westwood Gambia Limited (Westwood);
- c. Kanilai Group International (KGI);
- d. Mining Sector;
- e. International Gateway Management in relation to MGI

#### 2. Financial dealings with the Ex-President

##### A. Westwood Gambia Limited (Westwood)

<sup>88</sup> See Exhibit MS324B

<sup>89</sup> See Exhibit LLS 9



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BP Investment Group FZE and Kanilai Family Farms Limited owned Westwood with equal shares of 50%. Mr. Gabriel Acaram Naklaeh signed on behalf of BP Investment Group and Gen. Sulayman Badjie signed on behalf of Kanilai Family Farms<sup>90</sup>. Westwood, from June 2014 had exclusive control over timber exportation granted by the Ex-President. All exports had to go through the said company<sup>91</sup> at an extortionate and imposed fee of USD3000 per container. The Commission found that General Badjie compelled the Timber Association to succumb to the exclusivity granted to Westwood<sup>92</sup> and to the paying of the export fee of USD3000 per container imposed on them by threats of arrest.

The Commission has found that Westwood and all related companies - Westport Logistics Limited, BPI Tourism and Services Ltd., Mineral Company Ltd, were incorporated for the sole purpose of engaging in further illegal activity to exploit the people of The Gambia for the sole benefit of Ex-President and his close associates Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh, and General Sulayman Badjie.

Cash payments totalling USD7,810,115 were disbursed to Kanilai Farms as advanced dividends between 15<sup>th</sup> September 2014 and 23<sup>rd</sup> September 2016 received and signed for by General Sulayman Badjie<sup>93</sup>. In addition, payments of about EUR230,000 and around EUR15,000<sup>94</sup> were also made to a company called Valmont, requested by General Badjie.

A total number of 15,106 containers were exported from the country by Westwood from 2014-2017 at USD3,000 for the total value of USD45,318,000 illegally earned by Westwood and its directors from the export of timber. Of this sum, the Commission finds General Sulayman Badjie jointly and severally liable with the Ex-President for the sum of USD7,810,115 he received as dividend on behalf of Kanilai Family Farms.

### A. Withdrawals from the Central Bank SPECIAL PROJECT ACCOUNT (VISION 2016) – A/C No. 1103002074

Between the period September 2015 – January, 2017 General Badjie purportedly acting for the Ex-President issued written instructions or instructions by text messages to the Governor of the CBG or his deputies for the withdrawal of a total of **USD9,249,827 from the above Central Bank account.**

The total sum of USD6,354,498.74<sup>95</sup> was received on his behalf by Lieutenant Nuha William Jammeh a soldier in the Gambia Armed Forces between 4<sup>th</sup> March 2016 and

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<sup>90</sup> See Exhibit. MS176

<sup>91</sup> Baboucarr Jammeh 28<sup>th</sup> Feb. 2018 at 11:30

<sup>92</sup> Baboucarr Jammeh 28<sup>th</sup> Feb. 2018 at 11:30

<sup>93</sup> Anthony Panetta's testimony 1<sup>st</sup> March 2018 & Exhs.MS179A and MS180B

<sup>94</sup> See *Anthony Panetta 1<sup>st</sup> March 2018 Transcript.*

<sup>95</sup> Nuha Williams Jammeh 20<sup>th</sup> Sept. 2017 at 12:14



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23<sup>rd</sup> January 2017. The monies were received in cash from the Governor of CBG loaded in vehicles from the Central Bank Loading Bay. The Commission believes Lt. Jammeh when he said he gave General Badjie the monies as the Governor Amadou Colley of CBG has confirmed that the instructions were received from General Badjie.

Other soldiers sent by General Badjie were Brigadier Ansumana Tamba who received USD348,999.53; Lt. Col. Modou Lamin Mendy USD100,000; Lt. Buba Jammeh USD100,000; Edward Mendy USD300,000; Sgt. Sulayman Jammeh USD200,000, and Yankuba Colley (Orderly to Gen. Badjie) USD15,111.46. The rest of the funds were received by General Badjie personally.

### B. Kanilai Group International (KGI)

Kanilai Group Investment KGI was incorporated in 2010<sup>96</sup> after it had been in operation for four years. The shareholders are Kanilai Worni Family Farms Limited holding 79% and Zineb Yayha Jammeh in trust for Muhammed Jammeh and Mariam Jammeh 21%.

The Commission has found that the main source of financing for KGI was the Japanese rice and fertilizer grants provided by the Government of Japan to the poor farmers of The Gambia. A substantial part of the proceeds was appropriated by the Ex-President. The evidence shows that General Badjie received the sums below by Exec Order collected on President's behalf:

**4/12/2014** D3,200,000.00

**7/7/2014** D4,000,000.00

**25/6/2014** D850,000.00

**Total: D7,850,000**

In 2016, a letter addressed to Gen. Saul Badjie from the Secretary General's office was tendered in evidence by the Managing Director of Trust Bank Ltd. The letter was an appointment letter appointing General Badjie to the position of Managing Director of KGI and putting him in charge of all financial transactions<sup>97</sup>. We have no evidence that he actually took up the office which was occupied by Woreh Njie Ceesay at the time

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<sup>96</sup> Exhibit BB 90 Memorandum and Articles of Association

<sup>97</sup> Exhibit **BB 75D**





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In 2017, after General Badjie left the country with the Ex-President, he made payment requests to Woreh Njie Ceesay, the Managing Director of KGI, for D3,531,005 and CFA2,000,000 to paid as follows:

Date	Amount	Beneficiary	Purpose
17/03/2017	D1,500,000.00	Musu Ndure	Unknown
22/03/2017	D1,500,000.00	Musu Ndure	Unknown
30/03/2017	D45,000.00	Lamin J Badjie	Unknown
16/03/2017	D100,000.00	Fanta Jammeh	Unknown
10/02/2017	D257,005.00	Cinderella Travel and Tours	Return air tickets for Messrs. Buba Demba, Seedy Njie, Buba Badjie, Lamin Sanyang to Equatorial Guinea
3/02/2017	D79,000.00	Baila Bah	Unknown
30/01/2017	D50,000.00	Yankuba Colley	Gambia Armed Forces
27/01/2017	CFA 2,000,000	Musu Kuta Badjie	Unknown

A Board resolution dated 2<sup>nd</sup> August 2016 purported to change the shareholding of KGI to Sulayman Badjie 60% and Woreh Njie Ceesay 40%<sup>98</sup>. According to Ms Woreh Njie, she was informed by the Registrar that there was no instrument of transfer for the shares, thus the April 2010 shareholding of the company still holds.<sup>99</sup> However, the

<sup>98</sup> Exhibit MS192 KGI Directors resolution made pursuant to the Articles of Association

<sup>99</sup>Woreh Njie witness testimony Tuesday 10<sup>th</sup> April 2018 at 15:53 PM (M)J



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Company's annual returns filed on the 13<sup>th</sup> June 2017 still indicate that **Sulayman Badjie** and Woreh Njie are the shareholders<sup>100</sup>.

### A. Mining

During the period of GAMICO mining operations for Heavy Mineral Concentrate (HMC) from 15<sup>th</sup> August 2008<sup>101</sup> to 2014, an estimated 531,433 cubic meters of sand tailings mostly needed for the rehabilitation of the mining sites upon the completion of all the mining activities, were removed and sold as construction sand. According to GAMICO, the sand tailings were taken by soldiers under the instructions of General Sulayman Badjie through the State Guards using designated vehicles<sup>102</sup>.

The Ex-President terminated the GAMICO Licence and illegally issued a licence to APAM an illegal enterprise set up by himself. General Sulayman Badjie recruited Toni Ghattas to manage APAM and Ansumana Jammeh handed over to him. Toni Ghattas was appointed by the Office of the President as the Managing Director and was answerable to Gen. Sulayman Badjie. The Commission has found that APAM was an unregistered illegal enterprise set up by the Ex-President to enrich himself at the expense of the Gambian people. Tony Ghattas made the following cash payments to General Badjie from APAM accounts:

Date	Description	Payee GMD	Amount	Amount USD
12/01/16	Cash payment delivered to General Sulayman Badjie from Toni Ghattas	Sulayman Badjie	5,000,000	
10/08/16	Cash Payment to Sulayman Badjie	Sulayman Badjie		6,000.00
10/08/16	Withdrawal-Foreign currency purchase (GBP33000):	Lady at State House for General Badjie		43,626.00
<b>Total</b>			<b>5,000,000</b>	<b>49,626.00</b>

<sup>100</sup> Augustus Prom Receivership report from 22<sup>nd</sup> May 2017 to 30<sup>th</sup> September 2017

<sup>101</sup> Exhibit GEO 6A Gamico progress report June to December 2008 attached to letter of Geological Department dated 24<sup>th</sup> December 2008.

<sup>102</sup> Abdoulie Cham's testimony Thursday 13<sup>th</sup> Sept. at 12:22



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### B. MGI International Gateway Contract

Bala Jassej confirmed that the meeting that culminated in the contract to MGI was attended by Baboucarr Sanyang, Ex-President Jammeh, Momodou Sabally, General Sulayman Badjie and Martin Keller and that the meeting was held at Kanilai started around 11pm. Thereafter, General Sulayman Badjie appeared to have been interested and involved in the execution of the contract and ensured that MGI was able to take over and maintain the management of the gateway from TELL.

### CRIMINAL LIABILITY

The Commission finds that there is probable cause for holding that:

#### 1. WESTWOOD

- a) Westwood and its directors and General Sulayman Badjie conspired to defraud members of the Timber Association contrary to section 292 (Conspiracy to defraud) of the Criminal Code by illegally imposing on them a fee of USD3000 for the export of a containers 15,106 containers of timber. From 2014 -2017.
- b) Ex-President Jammeh, Westwood Gambia Limited and their directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh and General Sulayman Badjie intentionally acted in a way which created a demand for the timber export leading to the massive deforestation of the timber resources of the country and thereby committed offences under section 5(f) (g) and (h) of the Economic Crimes (specified Offences) Act Cap.13.07
- c) Ex-President Jammeh, Westwood Gambia Limited and their directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh and General Sulayman Badjie conspired to defraud the Department of Forestry and the Government of The Gambia and did in fact defraud the State in the total sum of **USD45,318,000**.

#### 2. Withdrawals from the Central Bank SPECIAL PROJECT ACCOUNT (VISION 2016) – a/c no. 1103002074

- (1) General Sulayman Badjie stole the total sum of **USD9,249,827** and thereby committed an offence under section 245 (e) of the Criminal Code; and Conspired with the Ex-President and the former Governor of the CBG Amadou Colley to steal the said sum, to wit theft.



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### 3. Payments received from KGI

- a) General Sulayman Badjie misappropriated the total sum of D14,912,010 illegally taken from Kanilai Group International from the proceeds of Japanese Grant Rice and fertilizer.
- b) Conspired with the Ex-President and Woreh Njie Ceesay to defraud the State of the said sum of D14,912,010

### 4. Mining

- (a) There is probable cause for holding that activities of Ex-President Jammeh, General Sulayman Badjie, and Toni Ghattas contravene section 269 of the Criminal Code on the fraudulent dealing with minerals in mines with respect to the mining of 209 containers equal to 5643 tons of HMC and 502,475.00 of cubic meters of white sand.
- (b) Operating a business as well as operating APAM as a purported company was in violation of the Single Window Business Registration Act 2013 and the Companies Act 2013 respectively. Section 7 of the SWBR Act prohibits a person from carrying out businesses anywhere in the Gambia without registration. Section 44 of the same Act makes it an offence not to comply with the provisions of the said law. The penalty is D500 a day for the period of unlawful operation which is the 30<sup>th</sup> November 2015 to 29<sup>th</sup> March 2017.
- (c) General Sulayman Badjie, and all the managing directors of APAM Ansumana Jammeh, Toni Ghattas and Woreh Njie Ceesay, are liable under 603 of the Companies Act and Section 44 of the Single Window Business Registration Act.

### 5. International Gateway

Baboucarr Sanyang and General Sulayman Badjie directly or indirectly influenced the award of an international gateway management contract to MGI Telecoms contrary to section 69(b) of the GPPA Act 2013; and section 370 of the Criminal Code on conspiracy to defeat the execution of any Act; and or conspiracy to effect an unlawful purpose.

### CIVIL LIABILITY:

General Sulayman Badjie is liable for the total sum of USD17,109,568 and D5,000,000 in respect of the following:

- (2) Joint and several liability with the Ex-President for the sum of **USD7,810,115**  
General Sulayman Badjie received and signed for as dividend from Westwood on



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behalf of Kanilai Family Farms from the illegal charging of USD3000 per container of timber exported by Westwood from the country from 2014- 2017;

- (3) For the sum of **USD9,249,827** stolen from Central bank;
- (4) For the sum of **D14,912,010** illegally taken from Kanilai Group International from the proceeds of Japanese Grant Rice and fertilizer;
- (5) For the sum of **D5,000,000.00** and **USD49,626** illegally paid to him by Toni Ghattas from APAM from the proceeds of the illegal mining of HMC.

A lien to the extent of the said sums shall be registered against the assets of General Sulayman Badjie pending any appeal that he may make against the findings of this Commission.

### 6. Properties Accumulated by Gen. Badjie:<sup>103</sup>

General Sulayman Badjie accumulated the following properties when his total earnings from 22<sup>nd</sup> July 1994 to 21<sup>st</sup> January 2017 was **D2,713,640.40**.

PROPERTY	RECOMMENDATION
1. Bijilo (Occupied by Aisha Fatty)	TO BE VALUED AND SOLD BY PUBLIC AUCTION
2. Plot No 13 Brufut Heights	TO BE VALUED AND SOLD BY PUBLIC AUCTION
3. Sukuta (2 Plots)	THE POULTRY HOUSE TO BE VALUED AND SOLD BY PUBLIC AUCTION
4. Yundum/Jabang Strip	TO BE VALUED AND SOLD BY PUBLIC AUCTION
5. Plot No.850 Salagi Layout	TO BE VALUED AND SOLD BY PUBLIC

<sup>103</sup> Lamin Sanneh's and Dello Baldeh's testimonies dated 11<sup>th</sup> Oct. 2018 at 15:33



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### AUCTION

- |    |               |   |
|----|---------------|---|
| 6  | Sinchu Alagie | TO BE VALUED AND SOLD BY PUBLIC AUCTION |
| 7. | Sinchu Alagie | TO BE VALUED AND SOLD BY PUBLIC AUCTION |

(3) The following 2 properties which are situated in Lamin Kerewan- Swami Layout and Gifanga Villages should be further investigated to ascertain the ownership of the properties.

- |    |                             |                       |
|----|-----------------------------|-----------------------|
| 8. | Lamin Kerewan- Swami Layout | FURTHER INVESTIGATION |
| 9. | Gifanga Village             | FURTHER INVESTIGATION |

The Commission finds that these properties were accumulated from misappropriated funds.

He is believed to own other properties.

### 7. Recommendation

All the above properties owned by General Sulayman Badjie and any other properties discovered hereafter should be attached and charged with the recovery of the above sums.



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### 4. ISATOU NJIE SAIDY

#### A. Background

Dr. Isatou Njie Saidy (Witness No. 142) worked at the Indigenous Business Advisory Services under the Ministry of Economic Planning and Industrial Development from 1976 to 1983. From 1983 to July 1996 she was Deputy Executive Director of Women's Bureau Office of the Vice President; July 1996 to April 1997 Minister of Health, Social Welfare and Women's Affairs; April 1997 to January 2017 she was the Vice President. In March 2002, the portfolio of Health and Social Welfare was moved and she remained the Vice President and Minister of Women's Affairs.

Dr. Isatou Njie-Saidy was the longest serving member of Cabinet during the period under inquiry. She was Chairperson and Vice Chairperson of Dr. Alhajie Yahya Jammeh Foundation for Peace (JFP) and Operation Save the Children Foundation (OSCF), respectively. These were foundations established by Ex-President Jammeh and his wife, Zineb Jammeh.

By virtue of these 2 positions she became involved in the financial dealings of the Ex-President and his wife.

#### B. Operation Save the Children Foundation

This was a Foundation established by Zineb Yahya Jammeh, who was the Chairperson of the Foundation. There is no evidence that this Foundation was registered. She testified that she knew that the Office of the First Lady which housed the Foundation was funded from the National Budget<sup>104</sup>. She was co-signatory to the Foundation's accounts.

The Commission has found that nearly all the funds of the Foundation were wasted on events which were intended to boost the profile of the First Lady rather than help Gambian Children. In the Commission's estimation, from a total of D31,162,636.2 and USD506,865.6 paid into its bank accounts, D4,958,220 was spent on the objects of the Foundation. A total of D41,824,119.00 was spent on a Gala Dinner which raised a net of D22,466,000 & USD500,000. The amount spent on social events was completely disproportionate and not responsible

Former Vice President Dr. Isatou Njie Saidy and Ex- First Lady Zineb Jammeh authorised all payments, sometimes jointly. The Commission is of the view that each of them ought to be accountable for what she authorized and misused in breach of the

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<sup>104</sup> Ibd 5, p. 8, 9



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trust reposed in her as director and trustee of OSCF. The Commission has found Dr. Njie Saidy liable for the following payments which were regarded as unjustified:

### Payments authorised by the Vice President Isatou Njie Saidy

Date of Payment	PV No	Description of Payment	Payee	Amount	
				GMD	USD
1/9/16	N/A	Payment for courier services to DG ISESCO, Rabat Morocco and TKXPORTS in Dubai	DHL Express	11,726.90	
5/12/16	N/A	Editing and voice over recording of a 7 minutes documentary on His Excellency's nomination	Online Suburban Video, Inc.		3,847.80
Total				<b>11,726.90</b>	<b>3,847.80</b>

### C. Jammeh Foundation for Peace

The former Vice President, as Chairperson of JFP, was also signatory to JFP accounts at GTB and TBL<sup>105</sup>. She appointed members to the Board of the Foundation<sup>106</sup>. She remained Chairperson throughout<sup>107</sup>. As Chairperson, she had played an active role. The foundation's board meetings were not periodic but need based, and were held in her office. Reports were sent directly to her<sup>108</sup>. There were no regular audits despite the foundation carrying on activities and receiving financial support, including grants from Taiwan.<sup>109</sup> The Board members hardly received reports on the activities of the foundation.

The Commission has made the finding that the management of JFP funds was bifurcated to mask its real purpose- the Ex-President controlled the real funds while the Board and management provided the legitimacy he needed. JFP was a smoke

<sup>105</sup> 4;6

<sup>106</sup> Ardy Sarge, Witness Number 227, 11<sup>th</sup> September 2018, pg. 6

<sup>107</sup> Ibd

<sup>108</sup> Samina Azeema, Witness Number 222, 27<sup>th</sup> July 2018, pg. 6; Samina Azeemina served as CEO and deputy CEO the foundation.

<sup>109</sup> Bai Matarr Drammeh, Witness Number 239, 19<sup>th</sup> September 2018, p.8; Note that the issue of Taiwanese Grants to Jammeh Foundation for Peace wasn't discussed at the Board Meetings according to Mr. Drammeh. According to the testimony of Ardy Sarge(supra) it seems the Board was restricted to knowledge of monies raised to the foundation through Fundraisers.





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screen/front used by the Ex-President to raise funds for his personal benefit. At least USD7,483,875 from JFP TBL USD Account No. 10701930502 was withdrawn by the Ex-President from JFP accounts at TBL. The signatories to the account Dr. Isatou Njie Saidy, Ms. Nancy Njie and Mr. Ardy Sarge claimed not to be aware of the Ex-President activities in the Foundation's accounts. The Commission has not found their explanation that they were not aware of the Ex-President's activities on the said account credible as the evidence shows that they were not denied access to the account.

Dr. Isatou Njie Saidy as Chairperson and member of the JFP Board and signatory to the accounts was in breach of her duties as director and trustee responsible for the management of the Foundation and accountable for its funds.

### **CIVIL LIABILITY:**

**Breach of trust as Director and Trustee of JFP.**

**Unfit to serve in similar positions.**

### **D. Dr. Njie-Saidy's reaction to the Evidence**

She testified that she is not aware of any law that prevented her from membership of the Foundation. She accepted at the request of Zineb Jammeh to become co-signatory on the basis that "she did not want to be seen to be uncooperative and not complimenting the efforts..." of the former First Lady. She wasn't aware that the Foundation's accounts were not audited nor did she request for same<sup>110</sup>. She presumed that the Foundation was registered.<sup>111</sup>

### **E. LANDS**

Mrs. Isatou Njie Saidy stated in the Asset Declaration Form submitted that she owns 22 properties within the Greater Banjul Area. Out of which 3 properties were allocated to her by Government of the Gambia:

- Property at Bijilo with serial number K226/2006 allocated on the 7<sup>th</sup> October 2003 (Plot no. 1)
- Brufut Height Annex allocated on the 2<sup>nd</sup> February 2015 (Plot no. 9A)
- Batokunku Layout allocated on the 29<sup>th</sup> December 2015

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<sup>110</sup> lbd 5, 19

<sup>111</sup> lbd 5, p.18



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17 properties she claims belong to her and the remaining 2 belonged to her late husband Mr. Jay Saidy.

### Leased Properties

<b>Name</b>	<b>Location</b>	<b>Serial Registration Number</b>	<b>Date</b>
Isatou Njie Saidy	Brikama	SR/DI/33/L374	30 <sup>th</sup> October 1980
Isatou Njie Saidy	Sukuta	K35/1998	4 <sup>th</sup> February 1998
Isatou Njie Saidy	Kerr Serign Njagga	K144/98	29 <sup>th</sup> April 1998

### Freehold Properties

<b>Name</b>	<b>Location</b>	<b>Serial Registration Number</b>	<b>Date</b>
Isatou Njie Saidy	Faraba Sutu, Kombo East		26 <sup>th</sup> July 2002
Isatou Njie Saidy	Jalanbang Kombo Central		18 <sup>th</sup> September 2003
Isatou Njie Saidy	Old Yundum		28 <sup>th</sup> October 2014
Isatou Njie Saidy	Nema Kunku, Kombo North		5 <sup>th</sup> October 2014
Isatou Njie Saidy	Madina Si Kunda Sinchu Alhague		5 <sup>th</sup> November 2014
Isatou Njie Saidy	Tallinding		

However, she later claims that 9 of the properties rather belonged to her late husband. A claim that could not be substantiated most of the Alkalo transfer documents were prepared to legitimize process. Based on investigations carried out, on the 30<sup>th</sup> November 2001, whilst Vice President wrote to the then Commissioner of Western Division to effect transfers of the landed properties belonging to her late husband to his children Malang Saidy, Kumba Saidy, Mariama Saidy and Aminata Saidy.



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### Properties claimed to be owned by her late husband Jay Saidu

Name	Location	Serial Registration Number	Date
Mariama Saidu	Sinchu Baliya, Kombo North		
Isatou Njie Saidu	Sinchu Baliya Kombo North		
Isatou Njie Saidu as trustee to Kumda Saidu, Malang Saidu, Mariama Saidu amd Aminata Saidu	47 Kairaba Avenue	K353/1977	Sub leased to Amadou Samba on the 21 <sup>st</sup> March 2002
Kumba Saidu	Old Yundum, Kombo North		5 <sup>th</sup> October 2014
Jay Saidu	Tawto	K361/1998	2 <sup>nd</sup> November 1998
Malang Saidu	Sinchu Alhagie, Kombo North		5 <sup>th</sup> November 2014
Mariama Saidu	Batokunku Kombo South		
Aminata Saidu	Tanji		30 <sup>th</sup> October 2014
Jay Saidu	Kololi		15 <sup>th</sup> August 2014
Jay Saidu	Kerr Serign		21 <sup>st</sup> September 1993

Her monthly salary as Vice President between 1998 to January 2017 was between D47,000 to D60,850 as reflected in her Bank Statements.



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### **CIVIL LIABILITY**

Out of the 3 properties, **2** Government allocated properties have to be forfeited as every Gambian is entitled to 1.



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### 5. AMADOU SAMBA

#### 1. BACKGROUND

Amadou Abdoulie Samba (Samba) is a Gambian National and a prominent business man and lawyer. He testified that he started his career by working for the Attorney General's Chambers (Ministry of Justice) as a Lawyer. He ventured into business in the mid 1980's and some of his companies have been incorporated since 1986. Initially he said he was involved in trading, and in early 90's GACEM Company Limited was created which was a cement factory. Post 1994 he ventured into other areas.

Mr. Samba was identified as a close associate of the Ex-President by Interim Order of the Commission dated 13<sup>th</sup> October 2017. He unsuccessfully challenged the Order before the Commission on the 25<sup>th</sup> October 2017.

#### 2. RELATIONSHIP WITH THE EX-PRESIDENT

Mr. Samba was involved with the Ex-President from the beginning of his regime in 1994 to the end in 2016. By his own testimony, his relationship with the Ex-President was complex. When asked whether he considered himself a business or close associate of the Ex-President, Mr Samba replied with: *"At all not. I was a 'friend' of President Jammeh quote and unquote"*. He told the Commission that the reason he said *"quote and unquote is because some of the actions he was taking was inconsistent with genuine friendship."*<sup>112</sup>

Samba was involved in business dealings with the Government of Ex-President from 1995 in his own right through his construction companies during the transition period. He was also trusted by the Ex-President and was involved in the Ex-President's projects including being Chairman of the Board of Kairaba Beach Hotel before and after it was seized by the Ex-President from Baba Jobe; and thereafter when the Ex-President built Sindola Hotel from the proceeds of Kairaba Beach Hotel he was involved in the operation of Sindola and was signatory to the accounts with Ms. Laly Diab. He also acted as agent<sup>113</sup> of the Ex-President in the negotiation for, and acquisition of, properties in Banjul and Kanifing Municipalities, in particular, and acted as solicitor in some of the transactions.

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<sup>112</sup> Transcript of Amadou Samba dated....13<sup>th</sup> November 2017

<sup>113</sup> He preferred to call himself an intermediary.



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Samba carried out construction works for the Ex-President at Kanilai and Dobong and represented the Ex-President in the contracts for the Construction of Kanilai Conference Centre and Recording Studio. He informed the Commission that the Crane at Kanilai belonged to him. He assisted the Ex-President in the acquisitions of goods, e.g. the acquisition of refrigerated trucks for Dr. Alhajie Yahya AJJ Jammeh Foundation, Account No.10701930502 and for USD197, 801 which he said was for the Gambia Muslim Butchers, one of the Ex-President's businesses<sup>114</sup>. The Commission has also found that this is part of the money stolen by the Ex-President from the JFP account<sup>115</sup>.

His companies enjoyed a most favoured status, having enjoyed many contracts without going through procurement rules and according to him being offered the exclusive right through EAGL to import all the country's petroleum needs from 2004, the exclusive right to build a fuel depot, and to supply HFO to NAWEC through GTG.

The Ex-President's companies KFF and KGI and many businesses operated by him were housed at Standard Chartered House on Kairaba Avenue rent free for many years. He said the Ex-President amassed millions of dalasi in utility bills which he said had to be negotiated with NAWEC<sup>116</sup>. In fact, Ansumana Jammeh<sup>117</sup> believed the building belonged to the Ex-President. Samba has however produced title deeds for the property in the name of his company Alfron Gambia Ltd, which showed that the land was leased to the company in 2001. The Commission has noted that the land forms part of the only Green reserve area in the Fajara "M" Section. Part of the land was leased to Alfron and Alhaji Marie Jagana. Alhaji Marie Jagana's land was seized by the Ex-President from Banta Kaira as property he claimed to belong to Baba Jobe<sup>118</sup>.

Mr. Samba testified that he continuously supported the APRC party financially, which was his right.

### 3. RELATIONSHIP WITH OTHER CLOSE ASSCIATES OF EX-PRESIDENT.

According to Mr. Samba, Mohamed Bazzi was introduced to him by Tarek Musa. Mr. Bazzi approached Mr. Samba and asked him whether he was interested in going into the petroleum business. That was how they formed Euro African Group Ltd<sup>119</sup>. EAGL was however formed in 2004. The evidence shows that Samba accompanied Bazzi and Baba Jobe in 2001 in meetings concerning Global Trading Group NV (GTG) in pursuit of NAWEC business financed by Taiwan. He and Bazzi set up Gam Petroleum both local and offshore; Global Electrical Group (GEG) (he transferred his 1% share to

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<sup>114</sup> Statement of Amadou Samba dated 23<sup>rd</sup> October 2017

<sup>115</sup> See Volume 4 Chapter 1.

<sup>116</sup> Transcript of Amamdou Samba dated ....16th of November 2017

<sup>117</sup> Witness No..and the Ex-President's brother.

<sup>118</sup> See Volume 3 Properties Chapter 7 re Lease No.K136/2000 and K197/1999

<sup>119</sup> Exhibit MS241b dated 19<sup>TH</sup> October 2017 (Amadou Samba statements)



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Premier Investment Group SAL), Royal Atlantic Residence. They invested together in Comium. Samba confirmed that he accommodated Bazzi in his offices when he first came to Gambia.

Mr. Tarek Musa also was a business associate of Samba, investing with him in various businesses including Sunbeach Hotel, Y2K Company Ltd, and Comium.

Samba also called Baba Jobe a friend and was involved in some of his business dealings including GTG, Kairaba, and the acquisition of properties. The Ex-President made Samba witness to the letter dated 27<sup>th</sup> December 2007 which he issued after Baba Jobe's properties were forfeited by the High Court following his conviction. The letter ordered that all Baba Jobe's acquired properties were to be transferred to KFF.

### 4. SAMBA COMPANIES ETC.

Amadou Samba is known to have an interest in the following companies which came up during the Commission's investigations:

1. Euro African Group Limited → 45%
  - a. Mohamed Bazzi → 55%
2. GAM Petroleum Limited, Storage Facility Company Limited, 2004-2015 at least → 10%
3. Gamsen Construction Co. Ltd → 99%
4. Gacem Company Ltd → 20%
5. GAMVEG Limited
  - a. Mohamed Bazzi → 50%
  - b. Amadou Samba → 50%
6. MA Finish Profile Limited → (Unknown)
7. MA Trading Limited → (Unknown)
8. Excel Construction Company Road → 40%
  - a. Kaba Samba → 30%
  - b. Patrick Richetti → 30%
9. GAM Water Company Limited → (SOLD)
10. Guaranty Trust Bank Limited → 10%
11. Alfron Gambia Ltd
  - a. Amadou Samba → 80%
  - b. Aja Oumie Jallow (mother) → 20%
12. Amasa Holding Co. Ltd. (Offshore) →
13. Amasa Investment Co. Ltd.
  - a. Amadou Samba → 99%
14. Amasa Fishing Company Ltd. →
15. Royal Atlantic Residence Ltd



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- a. Mohamed Bazzi →37.5%
  - b. Amadou Samba →37.5%
  - c. Islamic Corporation for the Development of the Private Sector (ICD) →25%
16. Comium Gambia Ltd →5%
- a. C-Mobile Group Holding Ltd. →85%
  - b. Mohamed Bazzi → 5%
  - c. Tarek Musa → 5%
  - d. Amadou Samba →5%
17. Manding Enterprises (registered on the 5/11/2017 i.e. months after Jammeh was voted out as President)
- a. Mohamed Bazzi →50%
  - b. Amadou Samba →50%

### 5. FINANCIAL DEALINGS

#### **A Government Projects executed by Gamsen Construction and Excel Construction between 1994 -2017.**

During the Transition 1994-1997 Samba through Gamsen Construction was involved in a number of construction projects funded from the USD35 million loan from Exim Bank of Taiwan and built the Airport Terminal, Arch 22, and Bwiam Hospital. Gamsen was a company Samba said he jointly owned with one Pierre Kujabi, an architect from Senegal 50/50%<sup>120</sup>. He subsequently bought out Mr Kujabi and became 99% owner. It was after his majority ownership that he was awarded the contracts for Supreme Court building, and Serrekunda Hospital. The only contract Mr Samba said he tendered for was the Serrekunda hospital. Other Government projects of Gamsen include - Bwiam Hospital, Tujereng School Project, and Statehouse Fence. Procurement rules were not followed in the award of these contracts<sup>121</sup>.

### **CRIMINAL LIABILITY**

**Amadou and his Companies showed no concern for the applicable procurement rules in place and exploited every opportunity available to him regardless.**

**There is probable cause for holding that they have consistently violated section 115 of the Criminal Code in respect of all their procurement contracts and section 69 of the Gambia Public Procurement Authority Act, 2014 for contracts after October 2014.**

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<sup>120</sup> Pierre Kujabi also owned a company called ATEPA. Samba has stated that when Mr. Kujabi told the Ex-President that he wanted to work with Samba on these contracts, the Ex-President stated he was happy with the partnership and even endorsed it 200%.

<sup>121</sup> See Volume 7 on Procurement.





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### B. Acquisition of the Observer Newspaper

Mr Samba bought the shares of the Observer Company Ltd which owned the Daily Observer from Kenneth Best and his wife for USD265,000<sup>122</sup>. Samba negotiated the purchase with Mr. Kenneth Best. The shares were transferred to him on May 7<sup>th</sup>, 1999. The share transfer was registered and duly signed by Samba as buyer. The source of funds for USD268,000 was the Central Bank Special Deposit 3M Account. The Observer Newspaper has been shown to be now attached by the Sheriff pursuant to a judgment debt in favour of GRA<sup>123</sup>.

#### **CRIMINAL LAIBILITY:**

**There is probable cause for holding that the sum of USD268,000 was stolen from the CBG within the meaning of section 245(1) of the Criminal Code by the Ex-President (who proved to be the ultimate beneficiary of the theft) and Mr. Amadou Samba.**

#### **CIVIL LIABILITY:**

**The Ex-President and Amadou Samba are jointly and severally liable for the restitution of the sum of USD268,000.**

### F. GamVeg Oil Company Limited (GamVeg)

Mohamad Bazzi and Samba own GAMVEG in equal shares.

Bazzi informed the Ex-President of their intention to sell GamVeg<sup>124</sup> and he responded<sup>125</sup> offering to buy the company with all its assets for USD2,700,000. USD700,000 was then paid by Government. The money was illegally paid from the CBG HIPC & MDRI Account debt relief funds.

It was thereafter agreed with OP that KGI would be the buyer of GAMVEG instead of Government. Another Business Sales Agreement was executed between GamVeg Oil Limited and KGI International Limited. By this Agreement, GamVeg acknowledged a payment of USD700,000. The Commission has found that the USD700,000 so acknowledged is the same sum illegally paid from CBG.

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<sup>122</sup> Exhibit MS241A-I dated 28th November 2017 (Amadou Samba statements)

<sup>123</sup> See Volume 4 Chapter 7

<sup>124</sup> See Exhibit MS120B.

<sup>125</sup> See Exhibit BB75A.



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KGI applied for a loan from GT Bank for USD2 million guaranteed by SSHFC. KGI defaulted and the guarantee was called. This was reversed<sup>126</sup> following a letter from OP<sup>127</sup> saying KGI was not authorized to take the loan and GT Bank could take the matter up with Bazzi.

### **CIVIL LIABILITY:**

The directors of **GAMVEG** acknowledged the receipt of the sum of **USD700,000** illegally taken from **CBG** as part of the purchase price for the sale to **KGI** well knowing that it was from **Government** and originally intended for a sale of **GAMVEG** to **Government**. This was a wrongful appropriation of the said sum and fraudulent as the directors of **GAMVEG** well knew that the money could not be lawfully appropriated to a sale to **KGI**, a private company.

**GAMVEG** is therefore liable to refund the said sum. Same is recoverable from the assets of **GAMVEG** including the leasehold title **K417/2006** in the name of **Amasa Fishing Company Ltd.** with interest at the rate **10%**, at first instance. If the assets of **GAMVEG** are insufficient, then from the directors who signed the **KGI** sale agreement, **Messrs. Mohamed Bazzi and Amadou Samba** jointly and severally to be equally apportioned.

### **E. TBL ACCOUNT – a/c no. 11011733601 Kanilai International Festival Tribute to Michael Jackson.**

A total sum of about **D11 million** was paid from the **Treasury Main Account** into the above account for the above event. A cheque of **D3,000,000** dated **5<sup>th</sup> July 2010** was paid to **Mr Samba**<sup>128</sup>. **Mr Samba** stated that the purchases were in connection to fireworks for the festival<sup>129</sup>. He then testified that he was mistaken and the money was used to purchase **CFA** currency for the **Ex-President** through **Rene Blain**<sup>130</sup>. The Commission has found that this is money illegally taken from **CBG**. There is no evidence that **Samba** was aware that the money was transferred from **CBG** to the **TBL** account.

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<sup>126</sup> See Exhibit MS82, GTB Board Resolution dated 20<sup>th</sup> of July 2016.

<sup>127</sup> See Exhibit MS81C

<sup>128</sup> Exhibit BB72C.

<sup>129</sup> Exhibit MS 241F (Amadou Samba Statements) dated 24<sup>th</sup> October 2017

<sup>130</sup> Transcript of Samba dated 13<sup>th</sup> November 2017



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### B. EURO AFRICAN GROUP LIMITED (EAGL)

In 2004, (EAGL) was incorporated<sup>131</sup>. Bazzi was the Managing Director of EAGL as well as a 55% shareholder, Amadou Samba 45%. Samba resigned as director on the 15<sup>th</sup> December 2010. However, he remained on the companies records filed with the Registrar General as director as well as the companies audited accounts. He also obtained an indemnity signed by Bazzi. The Commission considers that indemnity as binding only between them. Currently, EAGL appears to have stopped operating and is not known to hold any assets in The Gambia despite having been in operation since 2004.

EAGL maintained an office at Standard Chartered House on Kairaba Avenue which is also the registered office of all the above companies referred to above. The land on which the building is situated is leased to Alfron Gambia Ltd. a company owned by Mr. Amadou Samba.

### Relationship of EAGL and GTG

EAGL and GTG business dealings were somewhat intertwined because all GTG fuel supply contracts were executed by EAGL. GTG did not maintain an account in The Gambia so all payments in respect of GTG contracts were made to EAGL and supporting invoices were from Euro Financing Gambia Limited<sup>132</sup>.

#### B.1 Exclusive Fuel Contract

The Commission has found that EAGL took over the exclusive contract awarded by the Government under the executive directive of the Ex-President to supply all the country's petroleum needs from Euro African Oil Company Ltd. Fadi Mazegi was authorized by Mohamed Bazzi on GTG letterhead to become signatory to the two companies' TBL accounts in 2004<sup>133</sup>. The Contracts were extended in 2006 and 2010.

The Commission has found that both EAGL and GTG respectively had 100% control of the supply of petroleum products/HFO and were therefore monopolies under Gambian law. These two companies were also engaged in conduct that prevented, restricted or distorted competition contrary to the Competition Act<sup>134</sup>.

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<sup>131</sup> See Amadou Samba Statements in Exhibit MS241B.

<sup>132</sup> See Amat Cham and Baba Fatajo Transcript of 20<sup>th</sup> June 2018.

<sup>133</sup> See Exhibit BB144- letter from GTG NV dated 21<sup>st</sup> January 2004.

<sup>134</sup> See Volume 7 on Procurement.



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The Commission also found that the basis for the sole agency status awarded to EAGL and GTG was a direct violation of the government procurement Rules, as it created 'a favoured status' founded on the personal relationship between the directors of EAGL and the Ex-President, which is shown to have been sustained by, and through, direct bribery and other corrupt practices<sup>135</sup>.

### B.2. Evidence of Corrupt Practices

(1) The Commission found that EAGL transferred the sum of USD2,550,000 into the account as follows:

USD1,000,000 – 6<sup>th</sup> March 2013;

USD500,000 on 28<sup>th</sup> March, 2013;

USD500,000 on the 8<sup>th</sup> May 2013;

USD250,000 on 31<sup>st</sup> July 2013; and

USD300,000 on the 19<sup>th</sup> November 2013,

The Commission noted that on the 6<sup>th</sup> March 2013 the Secretary General, Dr Njogou Bah issued a letter on the handing over of the IPP and settlement of liabilities due to EAGL. The Commission also notes that on the 7<sup>th</sup> May 2013 the President had written to Mohamed Bazzi threatening to terminate the exclusive contracts and instituting criminal investigations against him, and came to the conclusion that the payments were from EAGL for the personal benefit of the Ex-President and therefore a bribe and that the directors of EAGL and signatories to the account must be deemed to have had knowledge of it. Mohamed Bazzi testified that he took a personal overdraft to effect this. There is no evidence that Fadi Mazegi or Amadou Samba was aware of these payments as incentives demanded by the Ex-President.

### **CRIMINAL LIABILITY”**

There is probable cause for holding that Mohamed Bazzi bribed the Ex-President in the sum of USD2,550,000 as a personal incentive to maintain the exclusive fuel supply contracts.

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<sup>135</sup> Ibid Volume 7



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### CIVIL LIABILITY

**Bribery is also a tortious wrong and the State has a cause of action against the Ex-President for the restitution of the amount of the bribe, in the sum of USD2,550,000 and against Mohamed Bazzi, jointly and severally.**

- (2) The evidence also shows monthly payments of the equivalent of USD500,000 into the Ex-President's salary account in Trust Bank Ltd. No. 11002037701 from 30<sup>th</sup> June 2011 – January, 2013 equivalent of D14,750,000 for 3 months, and thereafter a fixed sum of D15 million monthly for 15 months and D16 million thereafter, totaling about **USD7,514,000 (D240,280,000.00)**<sup>136</sup>. Fadi Mazegi, (a director during the period of these illegal payments) said he did not know about them. The Commission found that as finance director and signatory to the account he is deemed to have been aware of payments into the Ex-President's personal account over an 18 month period. Mr. Mohamed Bazzi testified that the payments were made on behalf of Ali Sharara.

EAGL directors, illegally paid or facilitated the payment into the Ex-President's personal salary account over a period of 18 months the total sum D240,280,000. Samba said he was not aware of this, although there is no evidence that he ceased to be signatory to the TBL accounts.

### CRIMINAL LIABILITY

**There is probable cause for holding that these payments were illegal and intended to bribe the Ex-President contrary to sections 360(b) and 361 of the Criminal Code and all directors and signatories to the account are deemed to have been aware of it even if they did not know the purpose. The Commission has probable cause for holding that they thereby became parties to the offence.**

### CIVIL LIABILITY

**Bribery is also a tortious civil wrong and the State has a cause of action against the Ex-President, Bazzi, Ali Sharara, and the directors of EAGL at the time of these payments, jointly and severally for the restitution of the amount of the bribe, in the sum of USD7,514,000 (D240,280,000.00). The sum should be apportioned between them:**

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<sup>136</sup> See Transcript of Ebrima Sallah MD TBL dated 28<sup>th</sup> September 2017 and Exhibit BB72



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### **(3) Purchase of Potomac Property for the Ex-President.**

The Commission found that it is most probable than not that the only reason EAGL would pay USD4,000 into the MYJ account (opened on the 11<sup>th</sup> August 2010), from which the Potomac property situate in Mary Land State USA, to settle its overdrawn balance was because EAGL was responsible for the account. The Commission also found that it is more probable than not that the funds used to purchase the Potomac property was provided by EAGL as part of the incentives for the exclusivity contracts and other privileges accorded to EAGL by Government by executive directive. The purchase of the property by Ahmad Hodroj Managing Director of EAGL at the time for the sum of USD3,562,610.28 from the TBL, was therefore most probably a bribe. The Commission notes that the opening of the account was the day after OP by letter dated 10<sup>th</sup> August confirmed the Ex-President's directive that the Exclusivity Contract for the supply of HFO should continue until 2014.

### **CIVIL LIABILITY**

**Bribery is also a tortious civil wrong and the State has a cause of action against the Ex-President for the restitution of the amount of the bribe, in the sum of USD3,562,610.28, or alternatively, against the persons that paid the bribe to him jointly and severally, i.e. EAGL, and its directors at the time, Ahmad Hodroj, Mohamed Bazzi, Fadi Mazegi and Amadou Samba were aware or deemed to have been aware of the involvement of Ahmad Hodroj with the Ex-President. Amount to be apportioned- between them.**

## **C. GAMBIA PORTS AUTHORITY**

### **C.1. SHEDS Appropriated for EAGL USED from 11<sup>th</sup> August 2008 to 25<sup>th</sup> January 2017**

EAGL had approached GPA to use a shed and GPA informed EAGL that they had no sheds left to rent out. Thereafter, GPA received the executive directive that the shed reserved for OP should be given to EAGL. Military officers guarded the site even while it was in the possession of EAGL and until after the political impasse when they were withdrawn from the site.

GPA has re-possessed the shed now and are claiming D10,420,103.28 against EAGL for the rent owed from August 2008 to December 2016. GPA sent many claims to EAGL. EAGL is no longer in operation. Samba said he was not aware that there was an outstanding claim rent.



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### **CIVIL LIABILITY:**

**EAGL shareholders Bazzi and Amadou Samba should be liable to pay D10,420,103.28 arrears of rent. Samba 45%= D4,689,046.48**

### **C.2. Barajally Ferry**

Barajally was a row ferry owned by GPA<sup>137</sup>. Mohamed Bazzi asked to borrow it on behalf of Gam Petroleum during construction works. When GPA refused, Mr. Bazzi went to the Ex-President who gave a directive for GPA to hand it over. Bazzi's letter asking to borrow the ferry indicated "Gam Petroleum Storage Facility Co. Ltd. is responsible for the overall maintenance of the above-mentioned ferry to return back to Ports Authority in better conditions"<sup>138</sup>. Gam Petroleum converted the ferry into a workboat and dismembered and modified it into a pontoon. The Ferry was never returned. Antonio Pedro Daniel of Capital Gas Ltd said it was given to him as compensation for monies owed to him for works he did for Gam Petroleum. GPA wrote to the Secretary General asking for compensation of D16,001,450.64 being the depreciated value of the ferry, but Gam Petroleum ignored the request<sup>139</sup>. The Ferry was not part of the assets on the Statement of Affairs when the 48% shares were sold to the SSHFC, GNPC and GPA.

### **CIVIL LIABILITY**

**The use of the Ferry to compensate Antonio Pedro Daniel of Capital Gas Ltd was a fraudulent conversion, the shareholders of Gam Petroleum at the time. Mohamed Bazzi, Fadi Mazegi and Amadou Samba should be liable jointly and severally to repay the value of the Ferry in the sum D16,001,450.64 according to their shares.**

### **D. GAM PETROLEUM STORAGE FACILITY COMPANY LIMITED (GAM PETROLEUM)**

EAGL handled the financial management of Gam Petroleum from its incorporation in 2003 to around 2015 when they handed management over to an SOE led Board. The

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<sup>137</sup> See Exhibit SC32.

<sup>138</sup> See Muhammad Bazzi 2<sup>nd</sup> October 2017 Transcript. See Exhibit SC16, Letter dated 11<sup>th</sup> April 2007 written by Bazzi to borrow Barajally.

<sup>139</sup> See Abdoulie Tamedou 25<sup>th</sup> September 2017 Transcript.



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Ex-President granted Gam Petroleum permission to construct the storage facility in Mandinari Village<sup>140</sup>. The basis of this decision was not explained. A contract was not signed with Government, and the rights granted were not specified. The decision was not taken to Cabinet. The decision to award contract to Gam Petroleum was taken solely by Ex-President Jammeh.

### D.1. Mandinari Land

The Commission found that land was taken from the Villagers of Mandinari and leased to the company<sup>141</sup>. Samba facilitated the acquisition of the land. The approval for the allocation of the lease was subject to the conditions of an Environmental Impact Assessment Report (EIA) commissioned by the company and submitted to the Ministry of Lands. The conditions were not fulfilled. The procedure for obtaining a lease of the land is set out in the State Lands Regulations. The land could not have been compulsorily acquired from the village, because the project however strategic, remained a private investment. Cash compensation of GMD1 Million, instead of the minimum amount of D6,889,630 recommended by the EIA for loss of their source of livelihood, was given to the villagers. The land was valued for D45 million in 2015.

#### **CIVIL LIABILITY:**

**The land was irregularly acquired and the people of Mandinari are entitled to full compensation fairly assessed and the fulfilment of the terms of the allocation by the State as set out in the allocation letter of 7th December 2004. Any liability shall be borne by the shareholders in accordance with their shares in the company immediately before the SOE's purchased it in 2008. Samba - 10%**

### D.2. Samba's Shares in Gam Petroleum

Samba's shares in Gam Petroleum as reflected in the memorandum and articles of association from inception are not consistent with the evidence. He stated that he had 10% of the shares at inception<sup>142</sup>, however the Memorandum showed 1%. The evidence is that on 17<sup>th</sup> March 2005, Bazzi transferred 48% of his 99% shares to Samba's offshore company Amasa Investment Company Limited. The shareholding changed to: Bazzi- 51%, Amasa 48%, and Amadou Samba 1%. On the same day,

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<sup>140</sup> See Folio 113, Exhibit MS275C.

<sup>141</sup> Lease SR No.K351/2004

<sup>142</sup>





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Amadou Samba also transferred 1% of his shares to Amasa. The shareholding then became-Bazzi- 51% and 49%.

Following the directives for PEs to buy shares in Gam Petroleum, on 28<sup>th</sup> March 2008, Amasa and Mohamed Bazzi transferred 48% and 51% shares respectively to Gam Petroleum Company Limited registered in Nevis, West Indies (the Offshore Company). The Gam Petroleum offshore company then held 99% shares in the Storage Company and Amasa retained 1%. Again on 15<sup>th</sup> August 2008, the Company Registrar was requested to cancel the 1% transfer from Samba to Amasa. The revised structure was Bazzi 51% shares, Amasa Investment 48% and Amadou Samba 1%.<sup>143</sup> & <sup>144</sup>

From the above the shareholding of Amadou through Amasa appeared to be 49% shares instead of the 10% he stated.

On 1<sup>st</sup> March 2009, the Offshore Company (Gam Petroleum Limited of Nevis, West Indies) was issued a share certificate as the registered shareholder of 99,000 shares of D1 each<sup>145</sup> and Amadou Samba retained his 1% (1000 shares). All the SOE's were issued shares in Gam Petroleum. Samba then retained **10% shares** in the Company and became Chairman of the Board. He was also chairman of the SSHFC Board.

### D.3. Conflict of Interest

The Commission noted that the directive for investment in Gam Petroleum was accepted by the SSHFC Board. The resolutions of 1<sup>st</sup> July state that "The facility was built and pre-financed by the majority shareholder Euro African Group Limited (EAGL)". There is no indication that Samba, who was a shareholder and Director in Gam Petroleum and 45% shareholder of EAGL disclosed the nature of his interest in accordance with Section 10(7) of SSHFC Act.

EAGL controlled the management of Gam Petroleum throughout and thereby placed Samba as Chairman of SSHFC (31% owner), Chairman of Gam Petroleum from 2009-2015, and 45% owner of EAGL the managers of Gam Petroleum and main customer of the Depot in a serious situation of direct conflict of interest as regards these 3 institutions that ought to have been avoided.

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<sup>143</sup> Exhibit MS223B

<sup>144</sup> Exhibit MS220D

<sup>145</sup> Exhibit MS124 – Share Certificate



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### D.3. None payment of Transaction Taxes –2008

The DT Associate Report to the PE shareholders<sup>146</sup> indicates that according to the management of Gam Petroleum, the shares were bought in the Offshore Company and the Offshore shareholding of 99% in the Storage Facility to avoid payment of Tax.

#### **CRIMINAL LIABILITY:**

**The failure to pay Capital Gains Tax (CGT) on the share transaction was illegal and unjustified. This was the sale of a capital asset by a local company. The share transfers were taxable under the Income and Value Added Tax Act 2012 in force. The sale was not disclosed to the Commissioner General of Income Tax.**

#### **CIVIL LIABILITY:**

**The sellers remain liable to pay capital gains tax on the sale calculated at the minimum tax rate of 5% of the purchase price of Euros16.8 Million which amounted to EUR840,000 plus interest and penalty. Samba is liable to 10% = EUR84,000**

### D.2. Overpayment of Sale price for 10% Shares 2015

On the 11<sup>th</sup> February 2015 Samba sold all his 10% shares in the company to GPA, GNPC and Government. Clause 2 of the Sale Agreement stated **“The Consideration for the sale of shares shall be 3,500,000 Euros equivalent to 10% of the company shares value as determined by DT Associates Valuation Report dated March 2013<sup>147</sup>.”** The only DT Associates Valuation Report<sup>148</sup> tendered had valued the company at Euros 32.6 million not 35 million Euros. The figure was clearly misstated.

#### **CIVIL LIABILITY:**

**The share price for the purchase of Samba’s 10% should have been based on the DT Associates Valuation Report of March 2013 as per the share sale agreement. That agreement valued the shares for Euros 32.6 million and**

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<sup>146</sup> Exhibit MS223B

<sup>147</sup> Exhibit MS118B – Share Sale Agreement between Amadou Samba and GOTG, GNPC and GPA

<sup>148</sup> Exhibits MS125E & MS223B



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**not Euros 35 million. Mr. Samba was overpaid Euros 240,000 by mistake. He is liable to refund the said sum to the Purchasers.**

### **D.3. Exchange Rate Reconciliation**

The EAGL management applied a different exchange rate than that approved by the Ministry of Finance in the throughput charge payable by it to Gam Petroleum from 30<sup>th</sup> April 2015 resulting in an underpayment of D28,993,805.82 which was then reconciled with the finance director Alhajie Jabang to a nil balance, without Board Approval. There is no evidence that Samba was aware of this.

#### **CIVIL LIABILITY**

**The action of EAGL directors as managers of Gam Petroleum was fraudulent and in breach of their fiduciary duty to the company. The sum of D28,993,805.82 therefore remains due from and owing by EAGL and is recoverable from the directors and shareholders at the time - Mohamed Bazzi and Fadi Mazegi since the company is not operational.**

### **D.4. Appropriation of TOTAL International Strategic Stock**

TOTSA deposited strategic stock of petroleum products with Gam Petroleum under EAGL management. The Strategic Stock could only be used with the consent of TOTSA. TOTSA made a claim against Gam Petroleum that EAGL had appropriated its stock valued at USD24,188,951.05 and falsely stated that it was released to NAWEC due to a national emergency. The Central Bank settled the TOTSA claim on behalf of Government at a discount of USD18.6 million, which was added to the NAWEC debt with EAGL and forms part of the NAWEC Bond issued to Commercial Banks.

#### **CRIMINAL LIABILITY:**

**There is probable cause for holding that the directors of EAGL Mohamed Bazzi and Fadi Mazegi as managers responsible for Gam Petroleum and the TOTSA strategic stock fraudulently converted the TOTSA strategic stock stored at the Gam Petroleum Depot contrary to section 245(2)(a) of the Criminal Code.**

### **E. Social Security and Housing Finance Corporation (SSHFC)**



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Samba was Chairman of both SSHFC and Ocean Bay and during this period he presided approved resolutions for loans and purported investment which the Commission found questionable.

A cash loan of USD1 Million was requested by SG Dr. Njogou Bah from OP. The Board by Walkabout Resolution dated 17<sup>th</sup> March 2011<sup>149</sup> approved the loan. The request did not state why a loan was needed<sup>150</sup>. The Commission has found that the Board ought not to have approved this loan because it was not an investment and was not presented to it as an investment and therefore was not in the best interest of SSHFC. The USD500,000 cannot be regarded as a loan to Government because the Commission found no record where the Government agreed to pay compensation for Ghanaian victims.

### E.1. Cash Loan to Amadou Samba to buy a Water Tank

SG Ousman Jammeh wrote to MD SSHFC for a cash loan of D6.4 Million payable to Samba of Gacem. Mr. Muhammed Lamin Gibba and Mr. Abdoulie Cham authorised TBL to pay Samba from the National Provident Fund. No Board approval was sought or given. Samba paid for a water tank for KFF which is installed at KFF.

The Commission has found that Mr. Amadou Samba acted as an agent for the Ex-President/KFF in the acquisition of the water tank. Having been the Chairman of the SSHFC Board, he knew that such a transaction was unlawful because SSHFC funds cannot be withdrawn and applied to purchase a water tank for the Ex-President or his company.

#### **CRIMINAL LIABILITY:**

**There is probable cause for holding that all the parties involved i.e. Messrs. Ousman Jammeh, Muhammed Lamin Gibba, and Amadou Samba aided and abetted the Ex-President to illegally take SSHFC funds for the benefit of KFF (which is himself) even if they believed that he intended to return it, within the meaning of section 245(2)(e) of the Criminal Code.**

#### **CIVIL LIABILITY:**

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<sup>149</sup> Exhibit SC50- Walkabout Resolution dated 17<sup>th</sup> March 2011 – The directors who constituted the board when it was approved were – Mr. Amadou Samba, Mr. Mod Secka, Mr. Tumbul K. Danso, Mr Ebou Ndoy, Mr Oremi Joiner, Mr. Simon Cole, Mr. Tamsir Badji and Mr. Malick Foon.

<sup>150</sup> See Volume 6 Chapter 2. No other formality was complied with. The money was never repaid.



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**Ex-President Jammeh and Amadou Samba to refund the D6,432,700 loan used to purchase a water tank for KFF from Braithwaite in the UK with interest at the usual SSHFC lending rate**

### E.2. Refurbishment and upgrade of Ocean Bay Hotel

In 2003 and while Samba was Chairman of the Ocean Board, a contract was awarded to Emporium a company represented by Ms Feryale Diab Ghanim. The Commission considers the award of a contract of USD6.5 million highly suspicious having regard to the manner in which Emporium came into the scene not having been invited by SSHFC to submit a bid, not having any tract record, incorporated only after the it warned the bid, a meeting between Samba and Ms Diab and the consultant at his Gamwater Offices after the award of the bid, that Miss Diab said Amadou was a family friend, and the recommendations of the consultant for another more experienced contractor. The Commission found that the evidence suggests that fair competitive practices may not have been followed in the award of the contract to them. The Commission also found that SSHFC thereafter failed to apply the penalty for liquidated damages.

### SYSTEM ONE WORLD COMMUNICATION (SOWC)

On the 17<sup>th</sup> December 2008, GAMTEL entered into another Gateway management agreement with a company having its registered offices in Panama known as 'System One World Communication' represented by Mr. Manuel Cuadrado Rodriguez. GAMTEL was represented by Mr. Phoday Sisay, the Managing Director at the time<sup>151</sup>. GAMTEL granted exclusive management of the International Gateway to SOWC.<sup>152</sup> The premise of the Gateway management contract with SOWC was for SOWC to train GAMTEL engineers and other staff so that they'll be equipped to take over the Gateway management after a year.

Contrary to what was stated in the agreement, SOWC continued managing the Gateway up to 2011 when TELL Incorporated took over. Bank transfers into Mr. Amadou Samba's (Witness no. 82) Mega Bank account indicate that SOWC was making payments to Mr. Amadou Samba through his company AMASA Investment Co.

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<sup>151</sup> Exhibit SC56 - Management agreement between GAMTEL and SOWC entered into on the 17<sup>th</sup> December 2008

<sup>152</sup> Exhibit SC56 - See Clause 4 of the GAMTEL and SOWC Management Agreement



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Limited<sup>153</sup>. Mr. Samba has deposed to an Affidavit and exhibited a letter from SOWC which simply stated that AMASA carried out some work for SOWC and those transfers of (USD1,999,950 & GBP1,407,756.74) in 2010 and 2011 were payments for the work carried out.<sup>154</sup>

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<sup>153</sup> Exhibit MS337 – Memorandum & Articles of Association dated 30<sup>th</sup> November 2004 – Amadou Samba owns 99% shares and Fanny Griffiths 1%

<sup>154</sup> Exhibit MS331



## The Commission of Inquiry

### 6. TAREK K. MUSA

#### 1. Background

Mr. Tarek K. Musa is 95% shareholder with Mrs. Isha Neneh Bala Gaye 5% of TK Motors Ltd.<sup>155</sup>. He is a director and chairman of the company. He is also the owner of TK Xport LLC a company based in Dubai.

The evidence shows that he was involved with Messrs. Amadou Samba and Baba Jobe in a company called Y2K. He is also 5% owner of shares in Comium Ltd. Mr. Tarek Musa was also owner of 20% shares in the company that owned Sun Beach Hotel until his shares were bought by SSHFC for USD775,000 in October 2012 on the executive directive of the Ex-President.

Mr. Mohamed Bazzi of Global Trading Group NV (GTG) entered the Gambian market in 2000 introduced by Mr. Tarek Musa. Mr. Tarek Musa introduced Mr. Mohamed Bazzi to Mr. Amadou Samba<sup>156</sup>. It is not clear whether it was he or Amadou Samba that introduced Mohamed Bazzi to the Ex-President.

Mr. Musa was served with a summons dated 19<sup>th</sup> of December 2017 to appear before the Commission on the 21<sup>st</sup> December, 2017. He left the country thereafter and wrote to the Commission through his lawyer to excuse his non-appearance on the grounds of ill health. He was thereafter summoned on the **18<sup>th</sup> January 2018, 29<sup>th</sup> January 2018, 2<sup>nd</sup> May 2018**, and finally on **the 4<sup>th</sup> January 2019**. He did not appear, still relying on the state of his health. He submitted 2 affidavits proffering explanations which have been admitted.

Mr Tarek Musa was declared a close associate of the Ex-President on the 5<sup>th</sup> June 2018.

#### 2. The Financial Dealings with the Ex-President

From the evidence the financial dealings of Mr. Tarek Musa with the Ex-President were through his companies TK Motors and TK Xport.

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<sup>155</sup> Musa claims he is 25% owner and produced letters dated 28<sup>th</sup> July 2014 and 28 August 2014 from Mr. Tarek K. Musa to Ms. Haddy Dandeh Njie (Counsel) indicating an intention to transfer 25% shares Musa Musa.

<sup>156</sup> See Transcript of Amadou Samba pg.47



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### A. TK Motors

TK Motors enjoyed a favoured status with the Ex-President and his Government. While all the records of vehicles supplied to the Government were not produced, the evidence shows that USD1,746,725.00 was paid to them from the overdraft of USD28.5 Million<sup>157</sup> illegally granted in the CBG 3M Account from 2000-2001 without compliance with procurement rules.

According to their own records D431,502,702.00 was paid to them by Government/OP for the purchase of vehicles from 2009 – 2016<sup>158</sup> without compliance with any procurement rules and mostly on credit that was not based on any contractual or other legal basis<sup>159</sup>.

While it appears that from a date unknown Mr. Tarek Musa became based in Dubai, the relationship between TK Motors and OP under Ex-President Jammeh continued not only with regard to the supply of vehicles but also for the supply of other goods through TK Xport.

### B. TK Xport

TK Xport was given the contract to supply gold coins to the Ex-President. Payment for the coins was illegally made from the GNPC Dollar Account at GT Bank. USD129,375 was transferred from the GNPC Account 210108217210 to TK Export Account AE81033000001 9100045112 in Dubai's Mashreq Bank<sup>160</sup>. These funds have been found to be stolen funds and Mr Tarek Musa must be deemed to have been aware that GNPC had no connections to or need for gold coins.

Email correspondence between Mr Tarek Musa and Mrs. Worreh Njie - Ceesay (Managing Director KGI) also indicate that Mr Musa was supplying textile materials, T-shirts and other election paraphernalia for the 2016 elections<sup>161</sup>. D10 million was paid from the KGI Japanese Rice accounts at FI Bank Account No. 60688501. Mr Tarek Musa must be deemed to have been aware that the account was not for APRC.

On the 26<sup>th</sup> of June 2015, USD3,642,000 was transferred from the Mobicell Blue Ocean Co. Ltd account at GT Bank No: 201-112651/210 to the TK Xport account at Mashreq Bank PSC No: AE810330000019100045112. The transaction document states that the

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<sup>157</sup> Exhibit MS114(g)

<sup>158</sup> Exhibit MS152a - summary statement of account of office of the president with T.K Motors and MS143

<sup>159</sup> See Volume 7 on Procurement for more details.

<sup>160</sup> Managing Director GT Bank 4th September 2017 and Exhibit BB53 C

<sup>161</sup> Exhibit MS 193D





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transfer was for “VISION 2016 farm equipment”<sup>162</sup>. This transaction was signed by Mr. Bala Jassey as sole signatory<sup>163</sup>. The Commission has already held that these monies were provided as a bribe to the Ex-President by MGI Telecom AG, Mobicell Blue Ocean Co. Ltd. and their directors.

Mr. Tarek Musa could not have failed to realise that the source of the finance was from a private company in business with GAMTEL.

### C. Relationship with the Ex-President.

Mr. Tarek Musa had a relationship with the Ex-President and had direct access to him. He also had a relationship with the Ex-First Lady and sourced for supplies for her office as well as the Save the Children Foundation operated from her office.

While no specific evidence of bribery was found, the Commission is of the view that under the circumstances, TKM under its directors, in particular its majority owner, could not have obtained and maintained the level of patronage it enjoyed for almost 2 decades without providing incentives to the Ex-President.

### 3. CRIMINAL LIABILITY

TK Motors and its Director, Mr. Tarek Musa, showed no concern for the applicable procurement rules in place.

- (1) There is probable cause for holding that they have consistently violated section 115 of the Criminal Code in respect all their procurement contracts and section 69 of the Gambia Public Procurement Authority Act, 2014 for contracts after October 2014.
- (2) There is probable cause for holding that Mr. Tarek Musa received the following stolen funds contrary to section 297 of the criminal Code:
  - USD129,375 was transferred from the GNPC Account 210 108 217 210 to TK Xport Account AE81033000001 9100045112 in Dubai’s Mashreq Bank;
  - D10 million from the Japanese Rice FIB Account No.60688501 for the purchase of election material for AFPRC.

### 4. CIVIL LIABILITY

TK Xport, Mr. Tarek Musa and the Ex-President should be jointly and severally liable for the said sums of USD129,375 illegally transferred from the GNPC Account 210 108 217

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<sup>162</sup> Exhibit BB128

<sup>163</sup> Transcript of Mr. Adesina Adebessin Managing Director of Guaranty Trust Bank & Executive Director dated 18th July 2018



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210 and D10 million illegally transferred from the Japanese Rice FIB Account Number: 60688501 to TK Xport on the directives of the Ex-President.



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### 7. MOHAMED BAZZI

#### BACKGROUND

Mr. Mohamed Ibrahim Bazzi (Bazzi) is of Lebanese origin. He testified that he was a British National, but lived in Belgium for a long time and wanted his family to have citizenship, so he gave up his British citizenship for Belgian Citizenship<sup>164</sup>. The only passport in the Commission records is British Passport No. 099193177<sup>165</sup>. He also held a Gambian Diplomatic Passport No. D0000129 which he said was issued to him due to his position as Consul General of The Gambia in Lebanon<sup>166</sup>. The Commission assumes that this has since been returned to the Government. He has been known to also refer to himself as Muhammad Bazzi a Sierra Leonean citizen<sup>167</sup>.

Bazzi came to The Gambia sometime end of 2000 into early 2001. He said he was invited by Mr. Tarek Musa because there was a power shortage in The Gambia and this was one of the core areas of his company in Belgium<sup>168</sup>.

This Commission identified Bazzi as a close associate of the Ex-President by Interim Order dated 13<sup>th</sup> of October 2017. He thereafter took court action to unsuccessfully challenge this declaration in the Gambia Court of Appeal. His appeal in the Supreme Court is pending. He thereafter launched another civil suit in the Supreme Court to challenge this Commission's Order requiring him to declare his assets by filling out an Asset Declaration Form. This case is still pending. He has not declared his assets.

#### 5. APPEARANCES

Since his last appearance before the Commission on the 18<sup>th</sup> of January 2018, Bazzi received four summonses to appear before the Commission but did not appear.

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<sup>164</sup> See Transcript of Mohamed Bazzi 27<sup>th</sup> of September at lines 15-24.

<sup>165</sup> See Exhibit BB144 for copy of passport.

<sup>166</sup> See Transcript of Mohamed Bazzi 27<sup>th</sup> of September at lines 26-27.

<sup>167</sup> See Exhibit BB136 2008 Shareholder Agreement between ICD, Amadou Samba and Muhammed Bazzi

<sup>168</sup> See Transcript of Mohamed Bazzi 27<sup>th</sup> of September at lines 36-39 and 95-97.



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<b>Date Summons</b>	<b>of</b>	<b>To Appear On</b>	<b>In Relation To</b>
17 <sup>th</sup> 2018	January	5 <sup>th</sup> 2018	February GAMICO and EAGL
21 <sup>st</sup> May 2018		3 <sup>rd</sup> June 2018	GTG and GMS
22 <sup>nd</sup> May 2018		4 <sup>th</sup> June 2018	GTG and GMS
12 <sup>th</sup> June 2018		18 <sup>th</sup> June 2018	Gam Petroleum

In regards to his February appearance, the Commission received a signed doctor's note from one Dr. Bassel M. Chit, an Orthopedist specializing in Sports Medicine, claiming that Bazzi was his patient and was complaining of "severe pain" in his neck, lower back, right hand, and left leg. The note further stated that Bazzi had an appointment for an MRI on the 23<sup>rd</sup> of January 2018.

With regards to the appearance of June 3<sup>rd</sup>, Bazzi's Counsel, Mrs. Victoria Andrews, wrote a letter on the 4<sup>th</sup> of June 2018 to say that Bazzi verbally informed her he would send a letter to inform the Commission that he could not attend on the scheduled day. The reasons being that he was observing Ramadan and he had grave concerns after his name was placed on the US Office of Asset Control (OFAC) Special Designated Nationals and Blocked Persons (SDN) list<sup>169</sup>, and his primary focus was then to clear his name.

Regarding the summons of June 12<sup>th</sup> Bazzi's Counsel wrote to the Commission on the 18<sup>th</sup> of June 2018 that Bazzi received the summons at his office on the 13<sup>th</sup> of June but she had not received any communication from him on the matter and some consideration should be given to the fact that Eid was on the 15<sup>th</sup> of June 2018.

### 6. OFAC DESIGNATION

Bazzi was designated a Specially Designated Global Terrorist by the U.S. Department of the Treasury on the 17<sup>th</sup> of May 2018 pursuant to Executive Order (E.O.) 13224<sup>170</sup>.

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<sup>169</sup> See <https://sanctionssearch.ofac.treas.gov/>.

<sup>170</sup> See <https://www.treasury.gov/resource-center/sanctions/sdn-list/Pages/default.aspx>. As part of its enforcement efforts, OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, considered to be terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively,



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The U.S. Treasury also designated five of Bazzi's companies on the same date. Those companies were Global Trading Group N.V., Euro African Group LTD, Africa Middle East Investment Holding SAL, Premier Investment Group SAL Offshore, and Car Escort Services S.A.L. Offshore.<sup>171</sup>

### 7. BAZZI COMPANIES CONNECTED TO GAMBIA

Mohamed Bazzi is known to have interest in the following companies which either directly or indirectly had business dealings with the Government and the Ex-President:

1. Euro African Group Limited
  - c. Mohamed Bazzi → 55%
  - d. Amadou Samba → 45%
2. Global Trading Group N.V.
  - e. Mohamed Bazzi → 75%
  - f. Fadi George Mazegi → 25%Branch Office (Global Trading Group Ltd. registered in Gambia 15<sup>th</sup> May 2015)
3. Euro African Oil company (Incorporation documents not seen)
4. Euro African Investment (Incorporation documents not seen)
5. GAM Petroleum Limited, Storage Facility Company Limited → 31.5%
6. Global Electrical Group Limited
  - g. Mohamed Bazzi → 99%
  - h. Premier Investment Group (Foreign) → 1%
7. Premier Investment Group Sal Offshore (Foreign)
  - i. Mohamed Bazzi → 75%
  - j. Fadi Mazegi → 25%
8. Global Management Systems.
9. Gambia-African Mining International Company Limited
  - k. Africa Middle East Investment Holding → 65%
    - i. Mohamed Bazzi → 96%
    - ii. Fadi Mazegi → 2%
    - iii. Sawsan Hassan Hodroj → 2%
  - l. International Mining Company (Foreign) → 35%
10. GAMVEG Limited
  - m. Mohamed Bazzi → 50%
  - n. Amadou Samba → 50%
11. Gambia Milling Corporation Limited

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such individuals and companies are called "Specially Designated Nationals" or "SDNs." Their assets are blocked and U.S. persons are generally prohibited from dealing with them

<sup>171</sup> See <https://www.counterextremism.com/extremists/mohammed-ibrahim-bazzi> for full profile and timeline of Bazzi involvement leading up to designation.



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- o. C-Board (American Company) → 50%
- p. Premier Investment Group → 50%
- 12. Multi-Shipping Company Limited
  - q. United Business Group Limited → 49%
  - r. Premier Investment Group → 51%
- 13. Royal Atlantic Residence Ltd
  - s. Mohamed Bazzi → 37.5%
  - t. Amadou Samba → 37.5%
  - u. Islamic Corporation for the Development of the Private Sector (ICD) → 25%
- 14. Comium Gambia Ltd → 5%
  - v. C-Mobile Group Holding Ltd. → 85%
  - w. Mohamed Bazzi → 5%
  - x. Tarek Musa → 5%
  - y. Amadou Samba → 5%
- 15. Manding Enterprises (**Incorporated on the 5<sup>th</sup> November 2017**)
  - z. Mohamed Bazzi → 50%
  - aa. Amadou Samba → 50%

Other companies referred to as related parties in the audited accounts of EAGL are – Global Power Systems claimed to be subcontractors; WARD (Water Resources and Development Co. Ltd )- Gammobile; Votrag, a Bakery business; Las Service; Ibrahim Bazzi and Sons; Gamilo; Gamcon; SPL; and Africard<sup>172</sup>. Suspected connected companies: Petrogas, Falcon. The Commission could not for lack of time investigate all these companies.

## 5. FINANCIAL DEALINGS WITH THE EX-PRESIDENT

Bazzi was involved in extensive business dealings both with the Ex-President through their companies, and with the Government fully supported by Ex-President Jammeh. His main foreign partner is Mr. Fadi Mazegi, while his main local partner is Mr. Amadou Samba. Mohamed Bazzi and Amadou Samba were introduced around the same time Bazzi met the Ex-President. It was after that meeting that they agreed to go into the petroleum business together<sup>173</sup>. Some of his family members were also involved in the operation of his companies.

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<sup>172</sup> See Exhibit MS63- EAGL Audited Accounts.

<sup>173</sup> See Amadou Samba Statements in Exhibit MS241B.



## The Commission of Inquiry

It is the Commission's view that because of the nature of its findings in this Report the Corporate veil of incorporation ought to be lifted from the Bazzi companies.

### A. GLOBAL TRADING GROUP NV (GTG)

Mohamed Bazzi's first business in the Gambia and dealings with the Ex-President, Amadou Samba and Baba Jobe (deceased) was through GTG in connection to NAWEC in respect of:

- Supply of Generators;
- Rehabilitation of the Distribution Network; and
- Supply of Heavy Fuel Oil (HFO).

#### A.1 Supply of Generators

GTG was single sourced for the supply of 3 generators in 2001 on the directive of the Ex-President even though same was fully financed by the Exim Bank of Taiwan in the total sum of USD15,686,000. The Export-Import Bank of Taiwan provided USD5 million, which was made available to GTG through the Central Bank (CBG)<sup>174</sup>. GTG was paid a further USD10.9 million by the CBG to pre-finance the purchase of the generators<sup>175</sup>. GTG had the full price of the generators (plus extra) at their disposal by the end of 2001 even though the second and third generators were supplied between 2002 and 2004, and the false impression had been created to NAWEC and Exim Bank of Taiwan that GTG had pre-financed a major part of the cost. In 2002 Exim Bank of China provided a loan of USD25,542,000 to partly pay off GTG the "pre-financed sum of over USD10 million".

A reconciliation of the loan amount, the contract sums and the money advanced from CBG show that GTG received USD16,658,700 in 2001 instead of the agreed USD15,686,000. This is USD972,700 more than the price agreed for the generators. GTG was overpaid by USD972,700 and has not accounted for this sum<sup>176</sup>.

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<sup>174</sup> Exhibit MS160

<sup>175</sup> Exhibit MS14E.

<sup>176</sup> See Volume 6 Chapter 5 on NAWEC



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### **CIVIL LIABILITY:**

**The Commission finds that GTG is liable for this sum USD972,700. As the circumstances of CBG pre-financing the generators were fraudulent, or otherwise concealed, the Limitation period did not begin to run until the discovery of fraud. The directors Mohamed Bazzi and Fadi Mazegi are jointly and severally liable with the company under the circumstances. The Commission recommends that the liability be apportioned according to their shareholding in the company- Bazzi (75%) =USD729,525**

### **A.2 Heavy Fuel Oil (HFO) Contracts**

From July 2002 to May 2015 GTG under directives from the Ex-President was awarded the exclusive rights to supply heavy fuel oil to NAWEC<sup>177</sup> at a margin of PLATS +17%. The Commission found that 3% was for the construction of a storage tank facility in Banjul for the sum of USD2 million which was never built. The Agreements were renewed on two occasions with different managing directors of NAWEC but the directors of GTG Mohamed Bazzi and Fadi Mazegi never informed them of the 3% mark-up, although at the time of the first renewal they were in charge of NAWEC under a management contract between NAWEC and Global Managements Systems. GTG maintained the 17% mark-up until the exclusivity ended and also used the same rate for fuel supplied under the IPP thus inflating the prices.

The 3% difference charged by EAGL from October 2002 to the 31<sup>st</sup> of July 2013 under the Fuel Supply Agreements between GTG and NAWEC amounted to USD3,886,981.53<sup>178</sup>.

### **CIVIL LIABILITY:**

**The extensions of the contract at a mark-up of 17% when it was clear that the 3% was for fuel tanks which had not been built and at a time when Messrs. Mohamed Bazzi and Fadi Mazegi (who were the owners and directors of GTG) were also through GMS responsible for the management of NAWEC was fraudulent. GTG exercised undue advantage when they imposed on NAWEC a mark-up of 17% in 2007-2012. The limitation period does not apply in this case. NAWEC is entitled to a refund of**

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<sup>177</sup> Exhibit SC82A-D Bundle of Agreements and MOU between GTG and NAWEC for sale and supply of HFO to NAWEC.

<sup>178</sup> See Exhibit SC108, calculated by NAWEC. Also see Volume 6 Chapter 5





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**USD3,886,981.53 from GTG and its directors Mohamed Bazzi and Fadi Mazegi jointly and severally according to their shares. Bazzi: 75% = USD2,915,236.15**

### A.3. SSHFC Funded Generators

Sometime in October 2007, SSHFC was directed by the Ex-President to fund the supply by GTG of 2 x 6.4 Megawatts (MW) reconditioned generators from China to NAWEC meant for Western Region Electrification Extension Project. SSHFC paid for the generators in 2007 but same were not supplied until 2009, and installation not completed until 2013.

An Engineering Procurement Construction (EPC) Agreement for Installation, Testing and Commissioning of Two (2) existing Heavy Fuel Oil (HFO) Generators at Brikama Power Plant was signed between SSHFC and GTB in 2010<sup>179</sup>.

*Clause 7.3 of the 2010 agreement states that in the event of a delay in the completion of the works contract attributable to the contract, a penalty of 1% of the total amount of the contract will apply per day. The contract should have been completed in 2011 but was not until 2013. However, this clause was not applied by SSHFC. By the time it was completed a total of Euros 6,140,600 or D254,517,072.50 had been paid. GMS management contract was in place at this time. The generators eventually became known as Brikama II Project No. G5 & G6. It took at least 28 months to complete the works.*

Because by February 2013 the works were not yet completed.

#### **CIVIL LIABILITY:**

**GTG is liable to pay 1% of EUR1,840,600 equalling EUR18,406 per day with effect from date of handing over of the generators to NAWEC in 2013. The Commission is of the view that by August when this Commission Commenced the 6 year limitation period for such a claim had not expired. SSHFC should be entitled to at least 180 days delay= EUR3,313,080. Bazzi=75%**

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<sup>179</sup> Exhibit SC 34 - EPC Agreement with Global Trading Group for SSHFC generators in Brikama and related documents



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### A.4. Funds Paid from CBG State Aircraft a/c no. 09201200525

Funds totalling Euros1,000,000 were transferred to GTG through KBC Bank, Brussels, Belgium for the purchase of an aircraft. The said purchases were however not made. By a letter dated 12<sup>th</sup> January 2012, Secretary General 'Njogou L Bah' (Witness no.20) instructed Global Trading Group NV<sup>180</sup> to apply the Euros 1,000,000 to the "running account of Kanilai Family Farms (KFF) with GTG". Additional funds Euros 995,000 from the same account were used to pay off pending invoices of KFF<sup>181</sup> (including motor cycles and containers of food (vegetable cooking oil, frozen turkey, and Evian water) previously invoiced and supplied to Kanilai Family Farms (KFF)<sup>182</sup>.

#### **CRIMINAL LIABILITY:**

**The Commission finds that there is probable cause for holding that the diverting of the sum of EUR1,000,000 by GTG and the appropriation of the sum of EUR 995,000, to pay for KFF invoices was a theft of public funds by GTG and its directors within the definition of stealing under section 245(e) of the Criminal Code aided and abetted by Dr. Njogou Bah to the extent of EUR1,000,000, when he wrote the letter of 12<sup>th</sup> January, 2012.**

#### **CIVIL LIABILITY:**

**GTG and its directors and the Ex-President are jointly and severally liable for the total sum of EUR1,995,000 wrongfully converted to the use of KFF and the Ex-President. Bazzi should be held liable to the extent of shares in the company- Bazzi 75% = EUR1,496,250**

### B. EURO AFRICAN GROUP LIMITED (EAGL)

In 2004, (EAGL) was incorporated<sup>183</sup>. Bazzi was the Managing Director of EAGL as well as a 55% shareholder, Amadou Samba 45%. Samba resigned as director on the 15<sup>th</sup> December 2010. However, he remained on the companies records filed with the Registrar General as director as well as the companies audited accounts. He also obtained an indemnity signed by Bazzi. The Commission considers that indemnity as

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<sup>180</sup> A Belgian Company owned by Messrs. Mohammed Bazzi and Fadi Mazegi

<sup>181</sup> Exhibit CB32 - Kanilai Family Farms is a private limited liability company owned by Ex-President's family.

<sup>182</sup> Volume 2 Bank on Accounts

<sup>183</sup> See Amadou Samba Statements in Exhibit MS241B.



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binding only between them. Currently, EAGL appears to have stopped operating and is not known to hold any assets in The Gambia despite having been in operation since 2004.

EAGL maintained an office at Standard Chartered House on Kairaba Avenue which is also the registered office of all the above companies referred to above. The land on which the building is situated is leased to Alfron Gambia Ltd. a company owned by Mr. Amadou Samba.

### Relationship of EAGL and GTG

EAGL and GTG business dealings were somewhat intertwined because all GTG fuel supply contracts were executed by EAGL. GTG did not maintain an account in The Gambia so all payments in respect of GTG contracts were made to EAGL and supporting invoices were from Euro Financing Gambia Limited<sup>184</sup>.

#### B.1 Exclusive Fuel Contract

The Commission has found that EAGL took over the exclusive contract awarded by the Government under the executive directive of the Ex-President to supply all the country's petroleum needs from Euro African Oil Company Ltd. Fadi Mazegi was authorized by Mohamed Bazzi on GTG letterhead to become signatory to the two companies' TBL accounts in 2004<sup>185</sup>. The Contracts were extended in 2006, and 2010.

The Commission has found that both EAGL and GTG respectively had 100% control of the supply of petroleum products/HFO and were therefore monopolies under Gambian law. These two companies were also engaged in conduct that prevented, restricted or distorted competition contrary to the Competition Act<sup>186</sup>.

The Commission also found that the basis for the sole agency status awarded to EAGL and GTG was a direct violation of the government procurement Rules, as it created 'a favoured status' founded on the personal relationship between the directors of EAGL and the Ex-President, which is shown to have been sustained by, and through, direct bribery and other corrupt practices<sup>187</sup>.

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<sup>184</sup> See Amat Cham and Baba Fatajo Transcript of 20<sup>th</sup> June 2018.

<sup>185</sup> Exhibit BB144- letter from GTG NV dated 21<sup>st</sup> January 2004.

<sup>186</sup> See Volume 7 on Procurement.

<sup>187</sup> Ibid Volume 7



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### B.2. Evidence of Corrupt Practices

(4) The Commission found that the EAGL transferred the sum of USD2,550,000 into the account as follows:

USD1,000,000 – 6<sup>th</sup> March 2013;

USD500,000 on 28<sup>th</sup> March, 2013;

USD500,000 on the 8<sup>th</sup> May 2013;

USD250,000 on 31<sup>st</sup> July 2013; and

USD300,000 on the 19<sup>th</sup> November 2013,

The Commission noted that on the 6<sup>th</sup> March 2013 the Secretary General, Dr Njogou Bah issued a letter on the handing over of the IPP and settlement of liabilities due to EAGL. The Commission also notes that on the 7<sup>th</sup> May 2013 the President had written to Mohamed Bazzi threatening to terminate the exclusive contracts and instituting criminal investigations against him, and came to the conclusion that the payments were from EAGL for the personal benefit of the Ex-President and therefore bribe and that the directors of EAGL and signatories to the account must be deemed to have had knowledge of it. Mohamed Bazzi testified that he took a personal overdraft to effect this. There is no evidence that Fadi Mazegi or Amadou Samba were aware of this payments as incentives demanded by the Ex-President.

#### **CRIMINAL LIABILITY:**

**There is probable cause for holding that that Mohamed Bazzi bribed the Ex-President in the sum of USD2,550,000 as a personal incentive to maintain the exclusive fuel supply contracts.**

#### **CIVIL LIABILITY**

**Bribery is also a tortious wrong and the State has a cause of action against the Ex-President for the restitution of the amount of the bribe, in the sum of USD2,550,000 and against Mohamed Bazzi, jointly and severally.**



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- (5) The evidence also shows monthly payments of the equivalent of USD500,000 into the Ex-President's salary account in Trust Bank Ltd. No. 11002037701 from 30<sup>th</sup> June 2011 – January, 2013 equivalent of D14,750,000 for 3 months, and thereafter a fixed sum of D15 million monthly for 15 months and D16 million thereafter, totaling about **USD7,514,000 (D240,280,000.00)**<sup>188</sup>. Fadi Mazegi, (a director during the period of these illegal payments) said he did not know about them. The commission found that as finance director and signatory to the account he is deemed to have been aware of payments into the Ex-President's personal account over an 18 month period. Mr. Mohamed Bazzi testified that the payments were made on behalf of Ali Sharara.

EAGL directors of EAGL, illegally paid or facilitated the payment into the Ex-President's personal salary account over a period of 18 months the total sum D240,280,000.

### **CRIMINAL LIABILITY**

**There is probable cause for holding that these payments were illegal and intended to bribe the Ex-President contrary to sections 360(b) and 361 of the Criminal Code and all directors and signatories to the account are deemed to have been aware of it even if they did not know the purpose. The Commission has probable cause for holding that they thereby became parties to the offence.**

### **CIVIL LIABILITY**

**Bribery is also a tortious civil wrong and the State has a cause of action against the Ex-President, Bazzi, Ali Sharara, and the directors of EAGL at the time of these payments, jointly and severally for the restitution of the amount of the bribe, in the sum of USD7,514,000 (D240,280,000.00). The sum should be apportioned between them: Bazzi=45%**

- (6) Purchase of Potomac Property for the Ex-President.

The Commission found that it is most probable than not that the only reason EAGL would pay USD4000 into the MYJ account (opened on the 11<sup>th</sup> August 2010), from which the Potomac property situate in Maryland State USA, to settle its overdrawn

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<sup>188</sup> See Transcript of Ebrima Sallah MD TBL dated 28<sup>th</sup> September 2017 and Exhibit BB72



## The Commission of Inquiry

balance was because EAGL was responsible for the account. The Commission also found that it is more probable than not that the funds used to purchase the Potomac property was provided by EAGL as part of the incentives for the exclusivity contracts and other privileges accorded to EAGL by Government by executive directive. The purchase of the property by Ahmad Hodroj managing director of EAGL at the time for the sum of USD3,562,610.28 from the TBL, was therefore most probably a bribe. The Commission notes that the opening of the account was the day after OP by letter dated 10<sup>th</sup> August confirmed the Ex-President's directive that the Exclusivity Contract for the supply of HFO should continue until 2014.

### **CIVIL LIABILITY:**

**Bribery is also a tortious civil wrong and the State has a cause of action against the Ex-President for the restitution of the amount of the bribe, in the sum of USD3,562,610.28, or alternatively, against the persons that paid the bribe to him jointly and severally, i.e. EAGL, and its directors at the time, Ahmad Hodroj, Mohamed Bazzi, Fadi Mazegi and Amadou Samba. Amount to be apportioned- between them: Hodroj 30%, Bazzi 30%, Mazegi 20%, and Samba 20%.**

## **C. GAMBIA PORTS AUTHORITY**

### **C.1. SHEDS Appropriated for EAGL USED from 11<sup>th</sup> August 2008 to 25<sup>th</sup> January 2017**

EAGL had approached GPA to use a shed and GPA informed EAGL that they had no sheds left to rent out. Thereafter, GPA received the executive directive that the shed reserved for OP should be given to EAGL. Military officers guarded the site even while it was in the possession of EAGL and until after the political impasse when they were withdrawn from the site.

GPA has re-possessed the shed now and are claiming D10,420,103.28 against EAGL for the rent owed from August 2008 to December 2016. GPA sent many claims to EAGL. EAGL is no longer in operation.

### **CIVIL LIABILITY:**

**EAGL shareholders Bazzi and Amadou Samba should be liable to pay D10,420,103.28 arrears of rent. Bazzi 55%= D5,731,057**



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### C.2. Barajally Ferry

Barajally was a row ferry owned by GPA<sup>189</sup>. Mohamed Bazzi asked to borrow it on behalf of Gam Petroleum during construction works. When GPA refused, Mr. Bazzi went to the Ex-President who gave a directive for GPA to hand it over. Bazzi's letter asking to borrow the ferry indicated "Gam Petroleum Storage Facility Co. Ltd. is responsible for the overall maintenance of the above-mentioned ferry to return back to Ports Authority in better conditions"<sup>190</sup>. Gam Petroleum converted the ferry into a workboat and dismembered and modified it into a pontoon. The Ferry was never returned. Antonio Pedro Daniel of Capital Gas Ltd said it was given to him as compensation for monies owed to him for works he did for Gam Petroleum. GPA wrote to the Secretary General asking for compensation of D16,001,450.64 being the depreciated value of the ferry, but Gam Petroleum ignored the request<sup>191</sup>. The Ferry was not part of the assets on the Statement Affairs when the 48% shares were sold to the SSHFC, GNPC and GPA.

### CIVIL LIABILITY

**The use of the Ferry to compensate Antonio Pedro Daniel of Capital Gas Ltd was a fraudulent conversion, the shareholders of Gam Petroleum at the time. Mohamed Bazzi, Fadi Mazegi and Amadou Samba should be liable to repay the value of the Ferry in the sum D16,001,450.64 according to their shares.**

### D. GAMPETROLEUM STORAGE FACILITY COMPANY LIMITED (GAMPETROLEUM)

EAGL handled the financial management of Gam Petroleum from its incorporation in 2003 to around 2015 when they handed management over to an SOE led Board. The Ex-President granted Gam Petroleum permission to construct the storage facility in Mandinari Village<sup>192</sup>. The basis of this decision was not explained. A contract was not signed with Government, and the rights granted were not specified. The decision was not taken to Cabinet. The decision to award contract to Gam Petroleum was taken solely by Ex-President Jammeh.

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<sup>189</sup> See Exhibit SC32.

<sup>190</sup> See Muhammad Bazzi 2<sup>nd</sup> October 2017 Transcript. See Exhibit SC16, Letter dated 11<sup>th</sup> April 2007 written by Bazzi to borrow Barajally.

<sup>191</sup> See Abdoulie Tamedou 25<sup>th</sup> September 2017 Transcript.

<sup>192</sup> See Folio 113, Exhibit MS275C.



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### D.1. Mandinari Land

The Commission found that land was taken from the Villagers of Mandinari and leased to the company<sup>193</sup>. The approval for the allocation of the lease was subject to the conditions of an Environmental Impact Assessment Report (EIA) commissioned by the company and submitted to the Ministry of Lands. The conditions were not fulfilled. The procedure for obtaining a lease of the land is set out in the State Lands Regulations. The land could not have been compulsorily acquired from the village, because the project however strategic, remained a private investment. Cash compensation of GMD1 Million, instead of the minimum amount of D6,889,630 recommended by the EIA for loss of their source of livelihood, was given to the villagers. The land was valued for D45 million in 2015.

#### **CIVIL LIABILITY:**

**The land was irregularly acquired and the people of Mandinari are entitled to full compensation fairly assessed and the fulfillment of the terms of the allocation by the State as set out in the allocation letter of 7th December 2004. Any liability shall be borne by the shareholders in accordance with their shareholdings in the company immediately before the SOE's purchased it in 2008.**

### D.2. None payment of Transaction Taxes –

The DT Associate Report to the PE shareholders<sup>194</sup> indicates that according to the management of Gam Petroleum, the shares were bought in the Offshore Company and the Offshore shareholding of 99% in the Storage Facility to avoid payment of Tax.

#### **CRIMINAL LIABILITY:**

**The failure to pay Capital Gains Tax (CGT) on the share transaction was illegal and unjustified. This was the sale of a capital asset by a local company. The share transfers were taxable under the Income and Value Added Tax Act in force. The sale was not disclosed to the Commissioner General of Income Tax.**

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<sup>193</sup> Lease SR No.K351/2004

<sup>194</sup> Exhibit MS223B





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### **CIVIL LIABILITY:**

**The sellers remain liable to pay capital gains tax on the sale calculated at the minimum tax rate of 5% of the purchase price of Euros16.8 Million which amounted to Euros 840,000 plus interest and penalty. Bazzi -**

### **D.3. Exchange Rate Reconciliation**

The EAGL management applied a different exchange rate than that approved by the Ministry of Finance in the throughput charge payable by it to Gampetroleum from 30<sup>th</sup> April 2015 resulting in an underpayment of D28,993,805.82 which was then reconciled with the finance director Alhajie Jabang to a nil balance, without Board Approval.

### **CIVIL LIABILITY**

**The action of EAGL directors as managers of Gam Petroleum was fraudulent and in breach of their fiduciary duty to the company. The sum of D28,993,805.82 therefore remains due from and owing by EAGL and is recoverable from the directors and shareholders at the time - Mohamed Bazzi and Fadi Mazegi since the company is not operational. Bazzi 50% =D14,496,902.9.**

### **D.4. Appropriation of TOTAL International Strategic Stock**

TOTSA deposited strategic stock of petroleum products with Gam Petroleum under EAGL management. The Strategic Stock could only be used with the consent of TOTSA. TOTSA made a claim against Gam Petroleum that EAGL had appropriated its stock valued at USD24,188,951.05 and falsely stated that it was released to NAWEC due to a national emergency. The Central Bank settled the TOTSA claim on behalf of Government at a discount of USD18.6 million, which was added to the NAWEC debt with EAGL and forms part of the NAWEC Bond issued to Commercial Banks.

### **CRIMINAL LIABILITY**

**There is probable cause for holding that the directors of EAGL Mohamed Bazzi and Fadi Mazegi as managers responsible for Gam Petroleum and the**



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**TOTSA strategic stock fraudulently converted the TOTSA strategic stock stored at the Gam Petroleum Depot contrary to section 245(2)(a) of the Criminal Code.**

### E. GAMBIA-AFRICAN MINING INTERNATIONAL COMPANY LIMITED (GAMICO)

Bazzi is a shareholder in GAMICO. Africa Middle East Investment (Holding) Sal owns 65% of GAMICO shares and International Mining Company has 35%.<sup>195</sup> Bazzi owns 96% of shares in Africa Middle East, Sawsan Hassan Hodroj 2% and Fadi George Mazegi 2%.<sup>196</sup> The shareholders of International Mining Company are Mr. Fadi Georges Mazegi, Mr. Wael Mohammad Bazzi, and Me. Georges Georges Mazegi<sup>197</sup>. The percentage of shareholding is not clear. It is safe to say that Mohamed Bazzi owns about 60% of GAMICO and Fadi Mazegi at least 12%. The company was not liquidated.

About a month after the termination of Carnegie's mining licence (which was found by ICSID Arbitration Tribunal to be wrongful) the Ex-President, as Minister, on the 4<sup>th</sup> June 2008, granted GAMICO a mining licence.

#### E.1. Carnegie Arbitration

The Commission has found that it is most probable than not that the two Lebanese companies Africa Middle East Investment Holding (AMEI) and International Mining Company Holding (IMC) were established in September 2007 by Mohamed Bazzi in anticipation of taking over the mining licence of Carnegie. Also, that Mohamed Bazzi induced the Ex-President to breach the mining license, and financed the arbitration which resulted in the substantial award imposed on The Gambia in the sums of **USD18,658,358 in damages** for breach of the Mining License; **USD993,668 in interest** on the damages awarded through and including the date of the award; and **USD445,860 and EUR2,250,000 cost.**

#### CIVIL LIABILITY:

**Ex-President Yahya Jammeh and Mohamed Ibrahim Bazzi are jointly and severally liable for the resulting damages awarded against The Republic of The Gambia by the ICSID arbitration tribunal in the sums of USD18,658,358**

<sup>195</sup> See Transcript of Alieu Jawo 21<sup>st</sup> August 2017 lines 224-230.

<sup>196</sup> See Exhibit GEO6B.

<sup>197</sup> The statutory documents submitted do not indicate how the shares were apportioned between them.



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in damages for breach of the Mining License; USD993,668 in interest on the damages awarded through and including the date of the award; and USD445,860 and EUR2,250,000 cost less whatever sum is allowed by the ICSID tribunal. Bazzi paid the cost of the lawyers on behalf of the Government to be equally apportioned: Bazzi = USD9,577,596

### E.2. Appropriation of Carnegie Machinery and Equipment

All the machines and equipment left behind by Carnegie were taken over by GAMICO. GAMICO did not have the consent of Carnegie to take over its assets and machinery and to use the same. The taking of the assets by GAMICO was wrongful.

#### **CIVIL LIABILITY:**

The Commission finds that GAMICO and its directors Manhal Oueidat and Mohamed Bazzi should be liable for the amount of USD1,140,000 found by the ICSID Tribunal, to be due less D16,278,400 which is the depreciated value of the equipment as per the Valuation of the Sheriff of the High Court when it was forfeited by court order on the 6<sup>th</sup> August 2015. The whereabouts of Manhal is unknown. Bazzi liability = USD1,140,000- less D16,278,400

### E.3. Corporate Taxes

GAMICO failed to pay corporate taxes or to declare the correct taxes resulting in a low tax assessment for the period covering 2008-2014 and paid only D1,844,727.74 of that sum.

#### **CRIMINAL LIABILITY:**

The failure to pay the correct taxes was illegal and unjustified under the Income and Sales Tax Act 2004.

The Commission finds that GAMICO was evading corporate taxes and recommends that their operations for this period be audited and reassessed by the Gambia Revenue Authority.



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The proper tax liability should be assessed by GRA to be paid by the shareholders according to their shares. Bazzi – 60%

### F. GamVeg Oil Company Limited (GamVeg)

Mohamed Bazzi and Samba own GAMVEG in equal shares.

Bazzi informed the Ex-President of their intention to sell Gam Veg<sup>198</sup> and he responded<sup>199</sup> offering to buy the company with all its assets for USD2,700,000. USD700,000 was then paid by Government. The money was illegally paid from the CBG HIPC & MDRI Account debt relief funds.

It was thereafter agreed with OP that KGI would be the buyer of GAMVEG instead of Government. Another Business Sales Agreement was executed between GamVeg Oil Limited and KGI International Limited. By this Agreement, GamVeg acknowledged a payment of USD700,000. The Commission has found that the USD700,000 so acknowledge is the same sum illegally paid from CBG.

KGI applied for a loan from GT Bank for USD2 million guaranteed by SSHFC. KGI defaulted and the guarantee was called. This was reversed<sup>200</sup> following a letter from OP<sup>201</sup> saying KGI was not authorized to take the loan and GT Bank could take the matter up with Bazzi.

#### **CIVIL LIABILITY:**

**The directors of Gamveg acknowledged the receipt of the sum of USD700,000 illegally taken from CBG as part of the purchase price for the sale to KGI well knowing that it was from Government and originally intended for a sale of GAMVEG to Government. This was a wrongful appropriation of the said sum and fraudulent as the directors of Gamveg well knew that the money could not be lawfully appropriated to a sale to KGI, a private company.**

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<sup>198</sup> See Exhibit MS120B.

<sup>199</sup> See Exhibit BB75A.

<sup>200</sup> See Exhibit MS82, GTB Board Resolution dated 20<sup>th</sup> of July 2016.

<sup>201</sup> See Exhibit MS81C



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**GAMVEG is therefore liable to refund the said sum. Same is recoverable from the assets of GAMVEG including the leasehold title K417/2006 in the name of Amasa Fishing Company Ltd. with interest at the rate 10%, at first instance. If the assets of GAMVEG are insufficient, then from the directors who signed the KGI sale agreement, Mr. Mohamed Bazzi and Amadou Samba jointly and severally to be equally apportioned.**

### RELATED MATTERS

#### **E.3 Gambia Milling Corporation Limited (GMC)**

Premier Investment Group (PIG) is a 50% shareholder in GMC and the shareholders of PIG are Bazzi and Mazegi. The Directors of GMC are Bazzi, Fadi Mazegi, and David Dannov.

Mohamed Bazzi requested land at the Ports for a Flour Mill Project on behalf of the International Milling Corporation (the predecessors in title of GMC). The Ex-President, acting against GPA wishes, gave the directive for GPA to give them the site of the Naval Yard<sup>202</sup> to them on the condition that Bazzi's company bear some of the cost of relocating the Yard.<sup>203</sup>

Mohamed Bazzi thereafter requested an extension of the Navy land from GPA<sup>204</sup>. GPA acting on another executive directive provided IMC with land measuring 1500m<sup>2</sup>. GPA submitted a compensation report<sup>205</sup> to IMC for the land which was valued at D18,464,850 at a meeting attended by Bilal Bazzi representing IMC and approved by OP. The land was handed over<sup>206</sup>. IMC took possession of the land and constructed on it. It subsequently applied for the lease of the land from the State which was granted. The sum of **D18,464,850** is still showing as a debt owing by GMC in GPA books. Current GMC directors appear not to be aware of this arrangement.

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<sup>202</sup> See Bazzi letter dated 5<sup>th</sup> February 2010, Exhibit SC10.

<sup>203</sup> See Bazzi letter dated 5<sup>th</sup> February 2010.

<sup>204</sup> See letter signed by Mohamed Bazzi addressed to M.L. Gibba, Managing Director of GPA, dated 6<sup>th</sup> & 14<sup>th</sup> December 2010, Exhibit SC10.

<sup>205</sup> See Compensation Report Exhibit SC10.

<sup>206</sup> See Bilal Bazzi letter of 17/2/2011, GPA letter of 17/2/2011, and minutes signed by Bilal Bazzi in respect of the compensation for land meeting, and letter of 7/3/2011, Exhibit SC10.



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### **CIVIL LIABILITY:**

**The lease is illegal and therefore void. GMC is still liable for the sum and same should be recovered from them failing which the sum should be recovered from Mohamed Bazzi and Fadi Mazegi according to their shares in FIG.**



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### 8. FADI GEORGE MAZEGI

#### BACKGROUND

Mr. Fadi George Mazegi (Mazegi) is a British National (Passport No. GBR 510514832) of Lebanese origin and a close friend and business partner of Mr. Mohamed Bazzi. He was executive director of EAGL describing himself as the Finance and Commercial Director. He held no shares in EAGL.

This Commission identified Mazegi a close associate of the Ex-President by Interim Order dated 13<sup>th</sup> of October 2017. He thereafter took court action to unsuccessfully challenge **this** declaration in the Gambia Court of Appeal. His appeal in the Supreme Court is pending. He thereafter launched another civil suit in the Supreme Court to challenge this Commission's Order requiring him to declare his assets by filling out an Asset Declaration Form. This case is still pending. He has not declared his assets.

#### 1. CONNECTION WITH BAZZI COMPANIES

Mazegi is known to have interest in the following companies which either directly or indirectly had business dealings with the Government and the Ex-President:

1. Euro African Group Limited – Director
2. Global Trading Group N.V.
  - b. Fadi George Mazegi → 25%
  - c. Mohamed Bazzi → 75%Branch Office (Global Trading Group Ltd. registered in Gambia 15<sup>th</sup> May 2015)
2. Euro African Oil company (Incorporation documents not seen)- Director
3. Euro African Investment (Incorporation documents not seen)- Director
4. GAM Petroleum Limited, Storage Facility Company Limited → 10.4%
5. Global Electrical Group Limited
  - a. Premier Investment Group (Foreign) → 1%
  - b. Mohamed Bazzi → 99%
6. Premier Investment Group Sal Offshore (Foreign)
  - a. Mohamed Bazzi → 75%
  - b. Fadi Mazegi → 25%
7. Global Management Systems
8. Fedijy Group Limited



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- a. Fadi George Mazegi →99%
- b. Ralph Matta →1%
- 9. Gambia-African Mining International Company Limited
  - a. Africa Middle East Investment Holding → 65%
    - i. Mohamed Bazzi → 96%
    - ii. Fadi Mazegi → 2%
    - iii. Sawsan Hassan Hodroj → 2%
  - b. International Mining Company (Foreign) → 35%
- 10. PetroGas Company Limited
  - a. FEDIJY Group Limited →95
  - b. Ralph Matta →5%
- 11. GAMVEG Limited - Director
- 12. Gambia Milling Corporation Limited -
  - a. C-Board (American Company) → 50%
  - b. Premier Investment Group → 50%
- 13. Multi-Shipping Company Limited
  - a. United Business Group Limited → 49%
  - b. Premier Investment Group → 51%
- 14. Globe Oil Company Limited (**Incorporated on the 8<sup>th</sup> February 2017**)
  - a. Ralph Matta →25%
  - b. Ralph Matta representing Fedijjy Group) →75%
- 15. Growline Company Limited (**Incorporated on the 1<sup>st</sup> March 2017**)
  - a. Fadi Mazegi →50%
  - b. Omar Touray →50%

Other companies referred to as related parties in the audited accounts of EAGL are – Global Power Systems claimed to be subcontractors; WARD (Water Resources and Development Co. Ltd )- Gammobile; Votrag, a Bakery business; Las Service; Ibrahim Bazzi and Sons; Gamilo; Gamcon; SPL; and Africard<sup>207</sup>. Suspected connected companies: Petrogas & Falcon. The Commission could not investigate all these companies, so it is not certain whether Mazegi had any interest in these companies.

### 3. FINANCIAL DEALINGS

Mazegi was Mr. Mohamed Bazzi's main foreign partner and was involved in all of Mr. Mohamed Bazzi extensive business dealings in The Gambia through their companies and with the Government through these companies.

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<sup>207</sup> See Exhibit MS63- EAGL Audited Accounts.





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It is the Commission's view that because of the nature of its findings in this Report the Corporate veil of incorporation ought to be lifted from the Bazzi companies.

As shareholder and director of the following companies all the findings in respect of the following companies and Mohamed Bazzi also apply to Mazegi except where excluded or as to the extent of his liability.

### A. GLOBAL TRADING GROUP NV (GTG)

Mr. Mohamed Bazzi's first business in the Gambia and dealing with the Ex-President, Mr. Amadou Samba and Mr. Baba Jobe (deceased) was through GTG in relation to NAWEC in respect of :

- Supply of Generators;
- Rehabilitation of the Distribution Network; and
- Supply of Heavy Fuel Oil (HFO).

#### A.1 Supply of Generators

GTG was single sourced for the supply of 3 generators in 2001 on the directive of the Ex-President even though same was fully financed by the Exim Bank of Taiwan in the total sum of USD15,686,000. The Export-Import Bank of Taiwan provided USD5million, which was made available to GTG through the Central Bank (CBG)<sup>208</sup>. GTG was paid a further USD10.9 million by the CBG to pre-finance the purchase of the generators<sup>209</sup>. GTG had the full price of the generators (plus extra) at their disposal by the end of 2001 even though the second and third generators were supplied between 2002 and 2004, and the false impression had been created to NAWEC and Exim Bank of Taiwan that GTG had pre-financed a major part of the cost. In 2002, Exim Bank of China provided a loan of USD25,542,000 to partly pay of GTG the "pre-financed sum of over USD10 million".

A reconciliation of the loan amount, the contract sums and the money advanced from CBG show that GTG received USD16,658,700 in 2001 instead of the agreed USD 15,686,000. This is USD972,700 more than the price agreed for the generators. GTG was overpaid by USD972,700 and has not accounted for this sum<sup>210</sup>.

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<sup>208</sup> See Exhibit MS160.

<sup>209</sup> See Exhibit MS14E.

<sup>210</sup> See Volume 6 Chapter 5 on NAWEC



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### **CIVIL LIABILITY**

**The Commission finds that GTG is liable for this sum USD972,700. As the circumstances of CBG pre-financing the generators were fraudulent, or otherwise concealed, the Limitation period did not run until the discovery of fraud. The directors Messrs. Mohamed Bazzi and Fadi Mazegi are jointly and severally liable with the company under the circumstances. The Commission recommends that the liability be apportioned according to their shareholding in the company - Mazegi (25%) =USD243,175**

### **A.2 Heavy Fuel Oil (HFO) Contracts**

From July 2002 to May 2015, GTG under directives from the Ex-President was awarded the exclusive rights to supply heavy fuel oil to NAWEC<sup>211</sup> at a margin of PLATS +17%. The Commission found that 3% was for the construction of a storage tank facility in Banjul for the sum of USD2 million which was never built. The Agreements were renewed on two occasions with different Managing Directors of NAWEC but the directors of GTG Messrs. Mohamed Bazzi and Fadi Mazegi never informed them of the 3% mark-up, although at the time of the first renewal they were in charge of NAWEC under a management contract between NAWEC and Global Managements Systems. GTG maintained the 17% mark-up until the exclusivity ended and also used the same rate for fuel supplied under the IPP thus inflating the prices.

The 3% difference charged by EAGL from October 2002 to the 31<sup>st</sup> of July 2013 under the Fuel Supply Agreements between GTG and NAWEC amounted to USD 3,886,981.53<sup>212</sup>.

### **CIVIL LIABILITY:**

**The extensions of the contract at a mark-up of 17% when it was clear that the 3% was for fuel tanks which had not been built and at a time when Messrs. Mohamed Bazzi and Fadi Mazegi (who were the owners and directors of GTG) were also through GMS responsible for the management of NAWEC was fraudulent. GTG exercised undue advantage when they**

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<sup>211</sup> See Exhibit SC82A-D Bundle of Agreements and MOU between GTG and NAWEC for sale and supply of HFO to NAWEC.

<sup>212</sup> See Exhibit SC108, calculated by NAWEC. Also see Volume 6 Chapter 5



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**imposed on NAWEC a mark-up of 17% in 2007-2012. The limitation period does not apply in this case. NAWEC is entitled to a refund of USD3,886,981.53 from GTG and its directors Messrs. Mohamed Bazzi and Fadi Mazegi jointly and severally according to their shares. Mazegi: 25% = USD971,745**

### A.3. SSHFC Funded Generators

Sometime in October 2007, SSHFC was directed by the Ex-President to fund the supply by GTG of 2 x 6.4 Megawatts (MW) reconditioned generators from China to NAWEC meant for Western Region Electrification Extension Project. SSHFC paid for the generators in 2007 but same were not supplied until 2009, and installation not completed until 2013.

An Engineering Procurement Construction (EPC) Agreement for Installation, Testing and Commissioning of Two (2) existing Heavy Fuel Oil (HFO) Generators at Brikama Power Plant was signed between SSHFC and GTB in 2010<sup>213</sup>.

*Clause 7.3 of the 2010 agreement states that in the event of a delay in the completion of the works contract attributable to the contract, a penalty of 1% of the total amount of the contract will apply per day. The contract should have been completed in 2011 but was not until 2013. However, this clause was not applied by SSHFC. By the time it was completed a total of Euros 6,140,600 or D254,517,072.50 had been paid. GMS management contract was in place at this time. The generators eventually became known as Brikama II Project No. G5 & G6. It took at least 28 months to complete the works because by February 2013 the works were not yet completed.*

#### **CIVIL LIABILITY:**

**GTG is liable to pay 1% of EUR1,840,600 equaling EUR18,406 per day with effect from date of handing over of the generators to NAWEC in 2013. The Commission is of the view that by August when this Commission Commenced the 6 year limitation period for such a claim had not expired.**

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<sup>213</sup> Exhibit SC34 - EPC Agreement with Global Trading Group for SSHFC generators in Brikama and related documents



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**SSHFC should be entitled to at least 180 days delay= EUR3,313,080.=  
EUR3,313,080. Mazegi = 25%**

### **A.4. Funds Paid from CBG State Aircraft a/c no. 09201200525**

Funds totalling EUR1,000,000 were transferred to GTG through KBC Bank, Brussels, Belgium for the purchase of an aircraft. The said purchases were however not made. By a letter dated 12<sup>th</sup> January 2012, Secretary General 'Njogou L Bah' (Witness no.20) instructed Global Trading Group NV<sup>214</sup> to apply the Euros 1,000,000 to the "running account of Kanilai Family Farms (KFF) with GTG". Additional funds Euros 995,000 from the same account were used to pay off pending invoices of KFF<sup>215</sup> (including motor cycles and containers of food (vegetable cooking oil, frozen turkey, and Evian water) previously invoiced and supplied to Kanilai Family Farms (KFF)<sup>216</sup>.

### **CRIMINAL LIABILITY**

**The Commission finds that there is probable cause for holding that the diverting of the sum of EUR1,000,000 by GTG and the appropriation of the sum of EUR995,000, to pay for KFF invoices was a theft of public funds by GTG and its directors within the definition of stealing under section 245(e) of the Criminal Code aided and abetted by Dr. Njogou Bah to the extent of EUR1,000,000, when he wrote the letter of 12<sup>th</sup> January, 2012.**

### **CIVIL LIABILITY:**

**GTG and its Directors and the Ex-President are jointly and severally liable for the total sum of EUR1,995,000 wrongfully converted to the use of KFF and the Ex-President. Mazegi should be held liable to the extent of shares in the company - Mazegi 25% = EUR498,750**

### **B. EURO AFRICAN GROUP LIMITED (EAGL)**

In 2004, (EAGL) was incorporated<sup>217</sup>. Bazzi was the Managing Director of EAGL as well as a 55% shareholder, Amadou Samba 45%. Samba resigned as director on the 15<sup>th</sup>

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<sup>214</sup> A Belgian Company owned by Messrs. Mohammed Bazzi and Fadi Mazegi

<sup>215</sup> Exhibit CB32 - Kanilai Family Farms is a private limited liability company owned by Ex-President's family.

<sup>216</sup> Volume 2 Bank on Accounts

<sup>217</sup> See Amadou Samba Statements in Exhibit MS241B.



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December 2010. However, he remained on the companies records filed with the Registrar General as director as well as in the company's audited accounts. He also obtained an indemnity signed by Mr. Bazzi. The Commission considers that indemnity as binding only between them. Currently, EAGL appears to have stopped operating and is not known to hold any assets in The Gambia despite having been in operation since 2004.

EAGL maintained an office at Standard Chartered House on Kairaba Avenue which is also the registered office of all the above companies referred to above. The land on which the building is situated is leased to Alfron Gambia Ltd. a company owned by Mr. Amadou Samba.

### Relationship of EAGL and GTG

EAGL and GTG business dealings were somewhat intertwined because all GTG fuel supply contracts were executed by EAGL. GTG did not maintain an account in The Gambia so all payments in respect of GTG contracts were made to EAGL and supporting invoices were from Euro Financing Gambia Limited<sup>218</sup>.

#### B.1 Exclusive Fuel Contract

The Commission has found that EAGL took over the exclusive contract awarded by the Government under the executive directive of the Ex-President to supply all the country's petroleum needs from Euro African Oil Company Ltd. Fadi Mazegi was authorized by Mohamed Bazzi on GTG letterhead to become signatory to the two companies' TBL accounts in 2004<sup>219</sup>. The Contracts were extended in 2006, and 2010.

The Commission has found that both EAGL and GTG together had 100% control of the supply of petroleum products/HFO and were therefore monopolies under Gambian law. These two companies were also engaged in conduct that prevented, restricted or distorted competition contrary to the Competition Act<sup>220</sup>.

The Commission also found that the basis for the sole agency status awarded to EAGL and GTG was a direct violation of the government procurement Rules, as it created 'a favoured status' founded on the personal relationship between the directors of EAGL and the Ex-President, which is shown to have been sustained by, and through, direct bribery and other corrupt practices<sup>221</sup>.

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<sup>218</sup> See Amat Cham and Baba Fatajo Transcript of 20<sup>th</sup> June 2018.

<sup>219</sup> See Exhibit BB144- letter from GTG NV dated 21<sup>st</sup> January 2004.

<sup>220</sup> See Volume 7 on Procurement.

<sup>221</sup> Ibid Volume 7



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### **B.2. Evidence of Corrupt Practices**

(7) The Commission found that EAGL transferred the sum of USD2,550,000 into the account as follows:

USD1,000,000 – 6<sup>th</sup> March 2013;

USD500,000 on 28<sup>th</sup> March, 2013;

USD500,000 on the 8<sup>th</sup> May 2013;

USD250,000 on 31<sup>st</sup> July 2013; and

USD300,000 on the 19<sup>th</sup> November 2013,

The Commission noted that on the 6<sup>th</sup> March 2013 the Secretary General, Dr. Njogou Bah issued a letter on the handing over of the IPP and settlement of liabilities due to EAGL. The Commission also notes that on the 7<sup>th</sup> May 2013 the President had written to Mohamed Bazzi threatening to terminate the exclusive contracts and instituting criminal investigations against him, and came to the conclusion that the payments were from EAGL for the personal benefit of the Ex-President and therefore a bribe, and that the Directors of EAGL and signatories to the account must be deemed to have had knowledge of it. Mr. Mohamed Bazzi testified that he took a personal overdraft to effect this. There is no evidence that Messrs. Fadi Mazegi or Amadou Samba were aware of these payments as incentives demanded by the Ex-President.

#### **CRIMINAL LIABILITY:**

**There is probable cause for holding that that Mohamed Bazzi bribed the Ex-President in the sum of USD2,550,000 as a personal incentive to maintain the exclusive fuel supply contracts.**

#### **CIVIL LIABILITY:**

**Bribery is also a tortious wrong and the State has a cause of action against the Ex-President for the restitution of the amount of the bribe, in the sum of USD2,550,000 and against Mohamed Bazzi, jointly and severally.**



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(8) The evidence also shows monthly payments of the equivalent of USD500,000 into the Ex-President's salary account in Trust Bank Ltd. No. 11002037701 from 30<sup>th</sup> June 2011 – January, 2013 equivalent of D14,750,000 for 3 months, and thereafter a fixed sum of D15 million monthly for 15 months and D16 million thereafter, totaling about **USD7,514,000 (D240,280,000.00)**<sup>222</sup>. Fadi Mazegi, (a director during the period of these illegal payments) said he did not know about them. The Commission found that as Finance Director and signatory to the account he is deemed to have been aware of payments into the Ex-President's personal account over an 18 month period. Mr. Mohamed Bazzi testified that the payments were made on behalf of Ali Sharara.

EAGL Directors illegally paid or facilitated the payment into the Ex-President's personal salary account over a period of 18 months the total sum D240,280,000.

### **CRIMINAL LIABILITY**

**There is probable cause for holding that these payments were illegal and intended to bribe the Ex-President contrary to sections 360(b) and 361 of the Criminal Code and all directors and signatories to the account are deemed to have been aware of it even if they did not know the purpose. The Commission has probable cause for holding that they thereby became parties to the offence.**

### **CIVIL LIABILITY**

**Bribery is also a tortious civil wrong and the State has a cause of action against the Ex-President, Bazzi, Ali Sharara, and the directors of EAGL at the time of these payments, jointly and severally for the restitution of the amount of the bribe, in the sum of USD7,514,000 (D240,280,000.00). The sum should be apportioned equally between them.**

(9) Purchase of Potomac Property for the Ex-President.

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<sup>222</sup> See Transcript of Ebrima Sallah MD TBL dated 28<sup>th</sup> September 2017 and Exhibit BB72



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The Commission found that it is most probable than not that the only reason EAGL would pay USD4000 into the MYJ account (opened on the 11<sup>th</sup> August 2010), from which the Potomac property is situated in Maryland State USA, to settle its overdrawn balance was because EAGL was responsible for the account. The Commission also found that it is more probable than not that the funds used to purchase the Potomac property was provided by EAGL as part of the incentives for the exclusivity contracts and other privileges accorded to EAGL by Government by executive directive. The purchase of the property by Mr. Ahmad Hodroj Managing Director of EAGL at the time for the sum of USD3,562,610.28 from the TBL, was therefore most probably a bribe. The Commission notes that the opening of the account was the day after OP by letter dated 10<sup>th</sup> August confirmed the Ex-President's directive that the Exclusivity Contract for the supply of HFO should continue until 2014.

### **CIVIL LIABILITY:**

**Bribery is also a tortious civil wrong and the State has a cause of action against the Ex-President for the restitution of the amount of the bribe, in the sum of USD3,562,610.28, or alternatively, against the persons that paid the bribe to him jointly and severally, i.e. EAGL, and its directors at the time, Ahmad Hodroj, Mohamed Bazzi, Fadi Mazegi and Amadou Samba. Amount to be apportioned- between them.**

## **C. GAMBIA PORTS AUTHORITY**

### **C.2. Barajally Ferry**

Barajally was a row ferry owned by GPA<sup>223</sup>. Mohamed Bazzi asked to borrow it on behalf of Gam Petroleum during construction works. When GPA refused, Mr. Bazzi went to the Ex-President who gave a directive for GPA to hand it over. Bazzi's letter asking to borrow the ferry indicated "Gam Petroleum Storage Facility Co. Ltd. is responsible for the overall maintenance of the above-mentioned ferry to return back to Ports Authority in better conditions"<sup>224</sup>. Gam Petroleum converted the ferry into a workboat and dismembered and modified it into a pontoon. The Ferry was never returned. Mr. Antonio Pedro Daniel of Capital Gas Ltd said it was given to him as compensation for monies owed to him for works he did for Gam Petroleum. GPA wrote

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<sup>223</sup> See Exhibit SC32.

<sup>224</sup> See Muhammad Bazzi 2<sup>nd</sup> October 2017 Transcript. See Exhibit SC16, Letter dated 11<sup>th</sup> April 2007 written by Bazzi to borrow Barajally.





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to the Secretary General asking for compensation of D16,001,450.64 being the depreciated value of the ferry, but Gam Petroleum ignored the request<sup>225</sup>. The Ferry was not part of the assets on the Statement Affairs when the 48% shares were sold to the SSHFC, GNPC and GPA.

### CIVIL LIABILITY

**The use of the Ferry to compensate Antonio Pedro Daniel of Capital Gas Ltd was a fraudulent conversion, the shareholders of Gam Petroleum at the time. Mohamed Bazzi, Fadi Mazegi and Amadou Samba should be liable to repay the value of the Ferry in the sum D16,001,450.64 according to their shares.**

### D. GAMPETROLEUM STORAGE FACILITY COMPANY LIMITED (GAMPETROLEUM)

EAGL handled the financial management of Gam Petroleum from its incorporation in 2003 to around 2015 when they handed management over to an SOE led Board. The Ex-President granted Gam Petroleum permission to construct the storage facility in Mandinari Village<sup>226</sup>. The basis of this decision was not explained. A contract was not signed with Government, and the rights granted were not specified. The decision was not taken to Cabinet. The decision to award contract to Gam Petroleum was taken solely by Ex-President Jammeh.

#### D.1. Mandinary Land

The Commission found that land was taken from the Villagers of Mandinari and leased to the company<sup>227</sup>. The approval for the allocation of the lease was subject to the conditions of an Environmental Impact Assessment Report (EIA) commissioned by the company and submitted to the Ministry of Lands. The conditions were not fulfilled. The procedure for obtaining a lease of the land is set out in the State Lands Regulations. The land could not have been compulsorily acquired from the village, because the project however strategic, remained a private investment. Cash compensation of GMD1 Million, instead of the minimum amount of D6,889,630 recommended by the EIA for loss

<sup>225</sup> See Abdoulie Tamedou 25<sup>th</sup> September 2017 Transcript.

<sup>226</sup> See Folio 113, Exhibit MS275C.

<sup>227</sup> Lease SR No.K351/2004



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of their source of livelihood, was given to the villagers. The land was valued for D45 million in 2015.

### **CIVIL LIABILITY:**

**The land was irregularly acquired and the people of Mandinari are entitled to full compensation fairly assessed and the fulfillment of the terms of the allocation by the State as set out in the allocation letter of 7th December 2004. Any liability shall be borne by the shareholders in accordance with their shares in the company immediately before the SOE's purchased it in 2008.**

### **D.2. None payment of Transaction Taxes –**

The DT Associate Report to the PE shareholders<sup>228</sup> indicates that according to the management of Gam Petroleum, the shares were bought in the Offshore Company and the offshore shareholding of 99% in the Storage Facility to avoid payment of Tax.

### **CRIMINAL LIABILITY:**

**The failure to pay Capital Gains Tax (CGT) on the share transaction was illegal and unjustified. This was the sale of a capital asset by a local company. The share transfers were taxable under the Income and Value Added Tax Act in force. The sale was not disclosed to the Commissioner General of Income Tax.**

### **CIVIL LIABILITY:**

**The sellers remain liable to pay capital gains tax on the sale calculated at the minimum tax rate of 5% of the purchase price of EUR16.8 Million which amounted to EUR840,000 plus interest and penalty.**

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<sup>228</sup> Exhibit MS223B



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### **D.3. Exchange Rate Reconciliation**

The EAGL management applied a different exchange rate than that approved by the Ministry of Finance in the throughput charge payable by it to Gam Petroleum from 30<sup>th</sup> April 2015 resulting in an underpayment of D28,993,805.82 which was then reconciled with the finance director Mr. Alhajie Jabang to a nil balance, without Board Approval.

#### **CIVIL LIABILITY:**

**The action of EAGL Directors as Managers of Gam Petroleum was fraudulent and in breach of their fiduciary duty to the company. The sum of D28,993,805.82 therefore remains due from and owing by EAGL and is recoverable from the directors and shareholders at the time - Mohamed Bazzi and Fadi Mazegi since the company is not operational.**

### **D.4. Appropriation of TOTAL International Strategic Stock**

TOTSA deposited strategic stock of petroleum products with Gam Petroleum under EAGL management. The Strategic Stock could only be used with the consent of TOTSA. TOTSA made a claim against Gam Petroleum that EAGL had appropriated its stock valued at USD24,188,951.05 and falsely stated that it was released to NAWEC due to a national emergency. The Central Bank settled the TOTSA claim on behalf of Government at a discount of USD18.6 million, which was added to the NAWEC debt with EAGL and forms part of the NAWEC Bond issued to Commercial Banks.

#### **CRIMINAL LIABILITY:**

**There is probable cause for holding that the directors of EAGL Mohamed Bazzi and Fadi Mazegi as managers responsible for Gam Petroleum and the TOTSA strategic stock fraudulently converted the TOTSA strategic stock stored at the Gam Petroleum Depot contrary to section 245(2)(a) of the Criminal Code.**



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### E. GAMBIA-AFRICAN MINING INTERNATIONAL COMPANY LIMITED (GAMICO)

Bazzi is a shareholder in GAMICO. Africa Middle East Investment (Holding) Sal owns 65% of GAMICO shares and International Mining Company has 35%.<sup>229</sup> Bazzi owns 96% of shares in Africa Middle East, Sawsan Hassan Hodroj 2% and Fadi George Mazegi 2%.<sup>230</sup> The shareholders of International Mining Company are Mr. Fadi George Mazegi, Mr. Wael Mohammad Bazzi, and Mr. George Mazegi.<sup>231</sup> The percentage of shareholding is not clear. It is safe to say that Mohamed Bazzi owns about 60% of GAMICO and Fadi Mazegi at least 12%.

About a month after the termination of Carnegie's mining licence (which was found by ICSID Arbitration Tribunal to be wrongful, the Ex-President, as Minister, on the 4<sup>th</sup> June 2008, granted GAMICO a mining license.

#### E.1. Corporate Taxes

GAMICO failed to pay corporate taxes or to declare the correct taxes resulting in a low tax assessment for the period covering 2008-2014 and paid only D1,844,727.74 of that sum.

#### CRIMINAL LIABILITY:

The failure to pay the correct taxes was illegal and unjustified under the Income and Sales Tax Act 2004.

The Commission finds that GAMICO was evading corporate taxes and recommends that their operations for this period be audited and reassessed by the Gambia Revenue Authority.

The proper tax liability should be assessed by GRA to be paid by the shareholders according to their shares – Mazegi =12%

E.2 Outstanding Royalties --- The sum of **D13,285,813 outstanding royalties is recoverable against GAMICO**. A lien to the extent of the said sum of the sum

<sup>229</sup> See Transcript of Alieu Jawo 21<sup>st</sup> August 2017 lines 224-230.

<sup>230</sup> See Exhibit GEO6B.

<sup>231</sup> The statutory documents submitted do not indicate how the shares were apportioned between them.



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shall be registered as a floating charge against the GAMICO assets pending any appeal that he may make against the findings of this Commission.

### RELATED MATTERS

#### F.1. Gambia Milling Corporation Limited (GMC)

Premier Investment Group (PIG) is a 50% shareholder in GMC and the shareholders of PIG are Bazzi and Mazegi. The Directors of GMC are Bazzi, Fadi Mazegi, and David Dannov.

Mohamed Bazzi requested land at the Ports for a Flour Mill Project on behalf of the International Milling Corporation (the predecessors in title of GMC). The Ex-President, acting against GPA wishes, gave the directive for GPA to give them the site of the Naval Yard<sup>232</sup> on the condition that Bazzi's company bares some of the cost of relocating the Yard.<sup>233</sup>

Mohamed Bazzi thereafter requested an extension of the Navy land from GPA<sup>234</sup>. GPA acting on another executive directive provided IMC with land measuring 1500m<sup>2</sup>. GPA submitted a compensation report<sup>235</sup> to IMC for the land which was valued at D18,464,850 at a meeting attended by Bilal Bazzi representing IMC and approved by OP. The land was handed over<sup>236</sup>. IMC took possession of the land and constructed. It subsequently applied for the lease of the land from the State which was granted. The sum of **D18,464,850** is still showing as a debt owing by GMC in GPA books. Current GMC directors appear not to be aware of this arrangement.

#### CIVIL LIABILITY

**The lease is illegal and therefore void. GMC is still liable for the sum and same should be recovered from them failing which the sum should be recovered from Mohamed Bazzi and Fadi Mazegi according to their shares in PIG.**

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<sup>232</sup> See Bazzi letter dated 5<sup>th</sup> February 2010, Exhibit SC10.

<sup>233</sup> See Bazzi letter dated 5<sup>th</sup> February 2010.

<sup>234</sup> See letter signed by Mohamed Bazzi addressed to M.L. Gibba, Managing Director of GPA, dated 6<sup>th</sup> & 14<sup>th</sup> December 2010, Exhibit SC10.

<sup>235</sup> See Compensation Report Exhibit SC10.

<sup>236</sup> See Bilal Bazzi letter of 17/2/2011, GPA letter of 17/2/2011, and minutes signed by Bilal Bazzi in respect of the compensation for land meeting, and letter of 7/3/2011, Exhibit SC10.



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### G. NAWEC

#### G.1 IPP

**The difference of USD41,609,163.01 paid as capacity charge and the USD18,103,800 stated in the Special Investment Certificate issued by GIPFZA in the sum D23,505,363 should be recovered from GTG N.V. or its directors.**

#### **G.2. Use of NAWEC Property at Fajara Booster Station**

GTG should be charged rent for use of NAWEC's property for all THE years they occupied the property.



## The Commission of Inquiry

### **9. NICOLAI BUZAIANOU AND DRACOS BUZAIANOU**

#### **1. Background**

Mr. Nicolai Buzianu and Dracos Andre Buzianu are Romanian Businessman who are said to be Uncle and nephew; Nicolai is said to be the uncle of Dracos Buzianu<sup>237</sup>. Mr. Nicolai Buzianu relationship with the Ex-President was so close that he was appointed ambassador at large, Gambia's Ambassador to the United Arab Emirates and later to the Principality of Monaco in France<sup>238</sup>. They were both declared close associates of the Ex-President by Order of this Commission dated 16<sup>th</sup> April 2018.

The Buzianus were business partners of the Ex-President and with him invested in the following companies:

- BPI Tourism and Services Ltd. (BPI)
- Westwood Gambia Limited (Westwood )
- Westport Logistics Limited (Westport)
- Mineral Company of the Gambia Limited

#### **2. Business Dealings with the Ex-President**

##### **A. BPI**

BPI was incorporated on the 30<sup>th</sup> October 2013 and its shareholders are BP Investment Group FZE (BPI Group) at 95% and Mr. Dracos Andre Buzianu at 5%<sup>239</sup>. Mr. Nicolai Buzianu is the chairman of BPI Group. By executive directive of the Ex-President and/or influence of the Ex-President, the two Cape Point Hotels, Ocean Bay and Sun Beach were respectively leased to BPI.

Ocean Bay Hotel was leased pursuant to an Executive Directive dated the 19<sup>th</sup> August 2013<sup>240</sup> approved by the SSHFC Board by an amended Board Resolution dated the 2<sup>nd</sup> September 2013<sup>241</sup>. The Board was chaired by ..... The Hotel was leased on the 30<sup>th</sup> October 2013 for an initial period of 10 years with an option to renew for a further 5 years after the expiry of the initial term<sup>242</sup>. The process was not competitive. All other offers already on the table from Cordial Canarias Hotels & Resorts and Eco Hotels Ltd were rejected.

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<sup>237</sup> See testimony of Mr. Anthony Panetta dated 1<sup>st</sup> March 2018

<sup>238</sup> See Noah Touray 11<sup>th</sup> September 2017 Transcript.

<sup>239</sup> See Exhibit MS180A

<sup>240</sup> Exhibit MS 249

<sup>241</sup> Exhibit MS 262

<sup>242</sup> Exhibit MS 181



## The Commission of Inquiry

Sunbeach Hotel was acquired by SSHFC in October 2012 and further to the approval of its board to lease it to BPI, executive approval was granted on 5<sup>th</sup> May 2016.

The Commission has found that the terms of both leases was heavily influenced by Ex-President Jammeh, not competitive and due process was not followed, the negotiating teams on behalf of SSHFC felt constrained in each case to accept the terms offered by BPI because of perceived executive influence. BPI borrowed USD 5 Million from Westwood by a loan agreement dated July 2014 for Ocean bay Hotel and USD2 million for Sun Beach Hotel, these monies were never paid.

### B. Westwood

BP Investment Group FZE and Kanilai Family Farms Limited owned Westwood with equal shares of 50%. Mr. Gabriel Acaram Naklaeh signed on behalf of BP Investment Group and Gen. Sulayman Badjie signed on behalf of Kanilai Family Farms<sup>243</sup>. Westwood, from June 2014 had exclusive control over timber exportation granted by the authorization of the Ex-President. This was followed by a further authorization from Department of Forestry<sup>244</sup> and a letter of acknowledgement from Gambia Revenue Authority dated 25<sup>th</sup> June 2014<sup>245</sup>. All exports had to go through the said company<sup>246</sup> at an extortionate and imposed fee of USD3000 per container which the members of the timber Association were compelled to pay. In this way, Westwood controlled the timber business throughout the country. The total benefit derived by Government including Customs charges and Forestry fees was D16,700 i.e. less than USD400 per container. A total number of 15,106 containers was exported from the country by Westwood from 2014-2017 (according to GPA records) at USD3000 for the total value of USD45,318,000 illegally earned by Westwood and its directors from the export of timber. USD7,810,115 was received by General Sulayman Badjie as dividend on behalf of Kanilai Family Farms i.e. the Ex-President. BP Investment Group FZE drew down USD4,939,040 as dividend. No withholding tax on dividend at 15% was paid.

Westwood controlled most of the funds and used it to finance its other companies and businesses as follows:

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<sup>243</sup> Exhibit MS176

<sup>244</sup> Exhibit SC74 and testimony Mr. Malang Jassej dated 28<sup>th</sup> February 2018

<sup>245</sup> Exhibit MS176

<sup>246</sup> Baboucarr Jammeh 28<sup>th</sup> Feb. 2018 at 11:30





## The Commission of Inquiry

BORROWER	DATE	DOLLAR AMOUNT	DALASI AMOUNT	EUROS
BPI: Ocean Bay Hotel	1 <sup>st</sup> July 2014	5,000,000.00	38,871,126.00	
BPI: Sun Beach Hotel	10 <sup>th</sup> August 2016	2,000,000.00	62,953,406.00	
Mineral Company	1 <sup>st</sup> July 2014	500,000.00	3,630,912.00	
Westport Logistics			20,288,000.00	2,600,000.00

### C. Westport Logistics Limited (Westport)

Westport is a sister company to Westwood with the same shareholding structure - 50% BPI Group and 50% KFF<sup>247</sup>- incorporated on the 14<sup>th</sup> April 2014. Westport was granted the concession agreement to scan all the containers at the ports. Westwood financed a mobile cargo scanner installed at the airport with the loan of **EUR2.6 million** and a further D20,288,000.

### D. Mineral Company of The Gambia Ltd. (MCG)

MCG was incorporated in October 2013.<sup>248</sup> The two shareholders are a company registered in Dubai called Amira Overseas Free Zone Establishment for 50% and the remaining 50% was split between APAM Limited and Kanilai Family Farms Limited together<sup>249</sup>. The Commission has already found that APAM was neither incorporated or nor registered and was in effect an illegal company. Mr. Nicolai Buzaianu signed on behalf of Amira and Mrs. Fatou B. Jammeh signed on behalf of APAM and KFF.

MCG bought gold refining equipment from Italiapianti Orapispa which was installed at Banjul International airport, which was never operated.

<sup>247</sup> See Articles of Association, Exhibit BB129A.

<sup>248</sup> See Anthony Panetta 1<sup>st</sup> March 2018 Transcript.

<sup>249</sup> See Anthony Panetta 1<sup>st</sup> March 2018 Transcript. See also Exhibit MS177A, Memorandum and Articles of Association for Mineral Company.



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### 3. Findings of the Commission

The Commission investigations have shown that the activities of the Ex-President and the Buziainus had a devastating effect on our environment. The Ex-President for his personal gain created a demand for timber which led to accelerated deforestation as civilians cut down trees indiscriminately to feed the demand, which it will take the country many years to recover from, and which also undermined the role and ability of the Forestry Department to regulate the timber business, and the laws designed to protect our forest resources. The evidence shows that the Ex-President to facilitate his scheme embarked upon the annexation of the country's forest resources.

The Commission has found that Westwood and all related companies- Westport Logistics Limited, BPI Tourism and Services Ltd., Mineral Company Ltd, were incorporated for the sole purpose of engaging in further illegal activity to exploit the people of The Gambia for the sole benefit of Ex-President and his close associates Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh, and General Sulayman Badjie.

Furthermore, Westwood avoided paying taxes on the spurious claim that the President was going to grant it tax exemptions. The Withholding Tax on the dividend payment of USD12,749,155 alone would have been about USD1,912,000. Taxes owed to GRA are in excess of D250,000,000 for the period of the monopoly.

### 4. CRIMINAL LIABILITY

The Commission finds that there is probable cause for holding that

- a) Westwood and its directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh and General Sulayman Badjie conspired to defraud members of the Timber association contrary to section 292 (Conspiracy to defraud) of the Criminal Code by illegally imposing on them a fee of USD3000 for the export of a containers 15,106 containers of timber, from 2014 -2017.
- d) Ex-President Jammeh, Westwood Gambia Limited and their directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh and General Sulayman Badjie intentionally acted in a way which created a demand for timber export leading to the massive deforestation of the timber resources of the country and thereby committed offences under section 5(f) (g) and (h) of the Economic Crimes (specified Offences) Act Cap.13.07
- e) Ex-President Jammeh, Westwood Gambia Limited and their directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh and General Sulayman Badjie conspired to defraud the Department of Forestry and the Government of The Gambia and did in fact defraud the State in the total sum of USD45,318,000.



## **The Commission of Inquiry**

- f) Westwood Gambia Limited and their directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh evaded taxes and may be liable to tax related offences under Part X of the Income and Value Added Tax Act, to be determined after a proper assessment and investigation.

### **5. CIVIL LIABILITY**

Westwood that and all related companies- Westport Logistics Limited, BPI Tourism and Services Ltd., Mineral Company Ltd are companies from which the corporate veil must be lifted. The State is entitled to recover all the sum of USD45,318,000 Westwood Gambia Limited and their directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh and shareholders and Ex-President Jammeh, who authorized their activities in abuse of his powers.

A charge in the sum of USD45,318,000 shall be registered against the assets of Westwood and all related companies- Westport Logistics Limited, BPI Tourism and Services Ltd., Mineral Company Ltd, and their directors Nicolai Buzaianu, Dracos Buzaianu, Acaram Naklaeh.

The Commission finds that because of their illegal activities the corporate veil ought to be lifted from all the Westwood related companies to hold their shareholders liable."



## The Commission of Inquiry

### **10. ILLIJA REYMOND AND MARTIN KELLER**

#### **1. Background**

Illija Reymond and Martin Keller are the Managing Partners of MGI Telecom AG (MGI), a company incorporated under the laws of Switzerland and having its registered office at Hardstrasse 35, CH-8005 Zurich, Switzerland. MGI was the exclusive international gateway manager from May 2014 to 2017 when their contract was terminated<sup>250</sup>.

#### **2. Gateway Management Contract**

The evidence shows that Illija Reymond and Martin Keller sought the gateway management contract from the Ex-President. Two meetings were held in Kanilai to lobby for the contract. The first meeting was during Njogu Bah's tenure as Secretary General. That meeting did not lead to the award of the contract. Ex-President Jammeh asked for an incentive of USD10 million which was relayed through Baboucarr Sanyang in order to terminate the contract with Tell Inc, the gateway managers at the time in favour of MGI. The evidence of Njogu Bah is that MGI was willing to offer USD2 million, however Ex-President Jammeh wanted more<sup>251</sup>.

A subsequent meeting was arranged in Kanilai in 2014. During this period, Momodou Sabally was the Secretary General. The meeting was attended by Baboucarr Sanyang, General Sulayman Badjie and Bala Jassey. It was agreed at that meeting that MGI would be the new gateway managers<sup>252</sup>.

#### **3. Service Contracts**

Martin Keller and Illija Reymond signed the gateway management contract and a Master Service Agreement that ushered in various service contracts and projects that were funded from proceeds of the gateway<sup>253</sup>.

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<sup>250</sup> Exhibit SC56- Agreement between Government of The Gambia and MGI Telecom

<sup>251</sup> Transcript of Njogu Bah dated 29<sup>th</sup> January 2018

<sup>252</sup> Testimony of Momodou Sabally and Testimonies of Bala Jassey and Baboucarr Sanyang

<sup>253</sup> Exhibits SC56, SC75A



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### **4. Refusal to appear before the Commission**

MGI was summoned to appear before the Commission but they failed to cooperate with the Commission. By letter dated 26<sup>th</sup> March 2018, Malick M'bai, Counsel for Bala Jassey, wrote to the Secretary to the Commission indicating that he was instructed by the legal representative of Ilija Reymond to forward a copy of a letter to the Commission. The letter from Phillip Schaller dated 16<sup>th</sup> March 2018 stated among other things that Ilija Reymond would only testify before the Commission if the Commission caters for his travel and related expenses. He also asked that the summons should be sent through diplomatic channels. The letter also raised the issue of the confidentiality clause provided for in the Gateway Contract between MGI and the Government of The Gambia.

In response to the letter, the Commission informed Mr. Reymond's legal representative that another summons had been sent through diplomatic channels. The Attorney General and Minister of Justice issued a confidentiality waiver to MGI dated 16<sup>th</sup> April 2018 informing them that the Government of the Gambia has waived the confidentiality clause and gave its consent for MGI to provide all information requested by the Commission. No information was provided.

By Interim Order dated 16<sup>th</sup> April 2018, the Commission declared Ilija Reymond, Martin Keller, Bala Jassey and Baboucarr Sanyang Close Associates of Ex-President Jammeh.

MGI failed to acknowledge receipt of the Commission's letter and failed to respond to the summonses issued to them. Ilija Reymond and Martin Keller's reluctance and refusal to appear before the Commission is a strong indication that they did not carry out business in the Gambia in a transparent and honest manner. They had direct business dealings with Ex-President Jammeh instead of dealing with the technical Ministry responsible for telecommunications in this country.

### **5. The ICT Taskforce Report**

MGI submitted a Report to the ICT Taskforce chaired by Mr. Bakary Njie, a former Managing Director of GAMTEL. The Report indicated that a total revenue of USD122.5million (USD122, 578,919) from international traffic for the period 1<sup>st</sup> May 2014 to 31<sup>st</sup> March 2017 was made. MGI claims a total of USD52,837,514 for operational and management expenses for the period 1<sup>st</sup> May 2014 to 31<sup>st</sup> March 2017. A profit of USD69.7 million (USD69,741,405) was declared for the same period.

The monthly expenses of MGI as claimed were:

1. Cost of outbound minutes



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2. Transmission
3. Switching
4. Infrastructure
5. SG&A
6. SLA
7. Taxes
8. Miscellaneous

MGI did not provide a breakdown of how much was spent on each cost item. The evidence of Essa Jallow, the Deputy Commissioner General of the Gambia Revenue Authority (GRA) reveals that MGI was not paying tax in The Gambia on their Gambian sourced income. Therefore, the cost attributed to tax is misleading. It is on record that MGI did not have a presence in The Gambia, the day to day monitoring and technical management of the gateway was carried out by Bala Jassej/Mobicel Blue Ocean Wireless Ltd. and his team.

The Taskforce observed at page 89 of their Report (SC66) that:

*“Another striking abnormality in the whole arrangement is the lack of any visible details of the bank account into which carriers make monthly payments in relation to the traffic for The Gambia’s IG. Only MGI can report on volumes (calls and revenues), which report can only be done upon request by the Government. On record, no such request was done during the time of the former government. A bank account, usually an “Escrow Account” as a standard practice ought to have been opened by the parties for payments by the carriers. Any payment into the said account should result in a notification to all parties. The details of such account, its management and conditions for payments by carriers all ought to have been addressed by the Agreement. Unfortunately they are all missed out.”*

The Government of The Gambia had no way of determining how much revenue was generated from the international Gateway during MGI’s tenure as Gateway managers. The Taskforce’s Report exposes discrepancies between the records provided by MGI with that of local operators such as Africell and QCell. The taskforce observed at page 100 of the report that:

*“For the period under consideration i.e. May 2014 to December 2016 there is a variance of 5,649 570 MOUs between the data MGI provided for the settlement of Local Operators and what they used as billable MOUs where the revenue they used as billable MOUs where the revenue is derived from. This variance is translated into USD2,598,802.20 based on their own record. Further, if we are to*



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*use the total MOUs of 265,876,081 as data provided on the local operators for the same period, the variance will be 10,997,570 i.e. USD5,058,882.20 (using the USD0.46 per MOU). The local operators received payments from GAMTEL for the 10,997,570 MOUs i.e. USD5,058,882.20”*

This further confirms the murky circumstances under which MGI managed the revenue generated from the International Gateway.

### 6. MGI's Income and Expenditure Statements.

MGI claimed that they spent USD2 6million (USD26,008,219) on projects for the benefit of GAMTEL and GAMCEL. A breakdown of the money spent on the projects was not provided. The projects were not carried out in a transparent manner nor were they implemented in accordance with Public Procurement Rules. A case in point is the GAMCEL Billing System. MGI took ownership of the procurement process and awarded the contract to a bidder of their choice and blatantly failed to take into consideration the preference of GAMTEL and GAMCEL. The Billing System that could have been acquired for USD8.2million was eventually acquired for USD11.7million. No plausible explanation was provided. Furthermore, the amount quoted by the contractor, Redknee, during the tender process was USD10.9million not USD11.7million.

When MGI's contract was terminated by the Gambia Government, GAMCEL could no longer have access to the system. Redknee, the company that built the system informed GAMCEL that the system belonged to MGI. However, MGI reported that the funds used to finance the procurement of the Billing System were deducted from the funds realized from the International Gateway. The report was submitted prior to the termination of MGI's contract. Therefore, MGI ought to have passed property to GAMCEL. They failed to do so; therefore the USD11.7million should be refunded to the Gambia Government.

The USD52.8million claimed as operational expenses should have been clearly accounted for by Martin Keller and Ilija Reymond. However, they have failed to do so, no evidence was submitted to the Taskforce to substantiate the claim that USD52.8million was spent as operational expenses within a period of 3 years. From January 2015, MGI was paid a fixed monthly fee of USD800,000. In addition to that, they were entitled to 40% of all revenues above USD5 million. MGI equally received monthly payments from the various Service Contracts signed with GAMTEL and GAMCEL. A monthly fee of USD40,000 was being paid under the Roaming Service Agreement and USD1.7 million was charged as "support cost" under the Service



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Contract relating to the Billing System. An additional USD50,000 was paid under a Service Contract entered into on the 1<sup>st</sup> June 2016<sup>254</sup>.

### **7. Illegal incentives to the Ex-President**

On the 25<sup>th</sup> June 2015, USD3,642,000 was transferred from Mobicell Blue's bank account no. 901100150025033 at GTB to TK Xport in Dubai for the purchasing of agricultural materials. Details on GTB's Foreign funds transfer request form stated 'Purchase of Vision 2016 Farm Equipment'.

Based on the evidence, one can infer that the USD3,642,000 paid from Mobicell Blue's account to TK Xport for Vision 2016 farming equipment based on requests from ex-President Jammeh's orderly and Chief of Protocol was a bribe to Ex-President Jammeh. Individuals do not give loans to governments, so for Mr. Jassey to testify that the money was a loan to Gambia Government is absurd.

From the timing of the payments into the account from MGI Telecom -USD1.214 Million and USD1.2 Million from MGI Swiss on the 24<sup>th</sup> and 26<sup>th</sup> June 2015 to make up a total of the USD3.6 Million requested by the Ex-President- it is most probable that MGI Telecom AG through its directors/partners, Martin Keller and Ilija Reymond, paid the said bribe jointly and severally with Mobicell Blue Ocean Wireless through Mr. Bala Jassey.

From the foregoing, the Commission also believes the evidence of Njogou Bah that the Ex-President requested a bribe, and that a bribe was paid to the Ex-President to award the International gateway management contract to them.

### **CRIMINAL LIABILITY**

- (1) There is probable cause for finding that MGI Telecom Ag, ILIJA REYMOND AND MARTIN KELLER corruptly contributed USD1.214 Million and USD1.2 Million = USD2.414 million from MGI Telecom Ag bank accounts on the 24<sup>th</sup> and 26<sup>th</sup> June 2015 into the Mobicell Blue Ocean Wireless Ltd Account at Guaranty Trust Bank to make up the sum of USD3.6 Million requested by Ex-President Jammeh from Bala Jassey, which sum was paid to the Ex-President contrary to section 360 (b) and 362 of the Criminal Code on Corrupt practices.

The Attorney General is required to give his consent to any prosecution under this section by Section 363 of the Criminal Code.

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<sup>254</sup> Exhibit SC56





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- (2) There is probable cause for holding that MGI Telecom Ag, ILIJA REYMOND AND MARTIN KELLER:
- a. with Baboucarr Sanyang, General Sulayman Badjie and Bala Jassey directly or indirectly influenced the award of an international gateway management contract to MGI Telecoms contrary to section 69(b) of the GPPA Act 2013; and section 370 of the Criminal Code on conspiracy to defeat the execution of any Act; and or conspiracy to effect an unlawful purpose.
  - b. Baboucarr Sanyang, Bala Jassey contravened GPPA Act by subcontracting contracts, paid for from international gateway revenues, to Mobicel Blue Ocean Properties and Multimedia Gateway Incorporated, whose value according to MGI Telecom is USD7.9million without complying with any of the provisions of Part VII of the GPPA Act 2014.

### CIVIL LIABILITY

- (1) Bribery is both a criminal and civil wrong and both the person bribed and the person giving the bribe are liable for the amount of the bribe by way of restitution. The Commission finds that the sum of **USD3.6 Million** given to Ex-President Jammeh is recoverable from Bala Jassey, Mobicel Blue Ocean Wireless Ltd., MGI Swiss, Messrs. Martin Keller and Ilija Reymond and the Ex-President, jointly and severally.
- (2) MGI Telecom Ag, ILIJA REYMOND AND MARTIN KELLER have not accounted for the funds of **USD26.8 Million** alleged to have been committed to GAMTEL & GAMCEL projects except for the **USD11.7million** they claim they have paid for the GAMCEL Billing system. USD52,837,514 is stated as expenses incurred by MGI Telecoms from the total Gateway revenue of USD122,578,919. Neither GAMTEL nor Government has records of these expenses. MGI Telecom is liable to account for these funds. They are jointly and severally liable to account for (USD52,837,514 - USD11.7million) = USD41,137,514. The Commission is of the view that their actions were fraudulent because they did not disclose to the GAMCEL staff that the funds were from the Gateway revenues. As a result, the GAMCEL Managing Director believed that the funds for the Gamcel billing system were a grant from MGI Telecoms.



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- (3) The Commission does not find any justification for MGI Telecom licensing the billing software paid for from Gateway proceeds in its name. The Billing software belonged to GAMCEL and should have been licensed in GAMCEL's name. In any event, having regard to the amount deducted as expenses from the Gateway revenue, the license should have been fully paid and handed over to GAMCEL. The action of MGI in shutting down the billing system was not done in good faith. They ought to be liable to refund GAMCEL the sum of **USD11.7million** they claimed to have paid for the Billing system; and for the damages caused to GAMCEL as a result of the shutting down of the Billing System, which should be quantified.



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### **11. ALI YOUSSEF SHARARA**

#### **1. Background**

Ali Youssef Sharara is a Lebanese National who was introduced to the Gambia and the Ex-President by Mohamed Bazzi. He was declared a close associate of the Ex-President by the Commission.

The Commission issued a summons addressed to Mr. Sharara and delivered it by DHL courier but did not receive any response from him.

#### **2. Financial Dealings with the Ex-President**

##### **A. Purchase of GAMTEL/GAMCEL Shares**

The evidence is conclusive that Ali Sharara was the main owner of SPECTRUM. The Ex-President directed the Government of The Gambia to sell 50% of GAMTEL/GAMCEL<sup>255</sup>. SPECTRUM was given full management and operation of the company<sup>256</sup>. SPECTRUM bought the shares of GAMTEL/GAMCEL before their valuation was completed and paid the sum of USD32.4 million for 50% of the shares of both companies instead of the stated sale price of USD35 million. The valuation of each company came back as between USD77.5 and USD85.4 million for 50% GAMTEL shares and between USD69.4 and USD75.7 million for 50% GAMCEL shares, making SPECTRUM's payment significantly less than market value.

SPECTRUM managed GAMTEL and GAMCEL for 15 months (from August 2007 to November 2008) until the Ex-President terminated its Management Agreement—claiming fraudulent acts and violation of the Laws of The Gambia<sup>257</sup>—and directed the Government to re-purchase the GAMTEL/GAMCEL shares. Once management of GAMCEL was terminated, the Government renegotiated to have the shares re-purchased and it was agreed that the Government would buy back the 50% shares for USD35 million. However, due to the Ex-President misappropriating the funds meant for repayment, only USD5 million could be returned to SPECTRUM out of the agreed 35

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<sup>255</sup> See Master Share Purchase Agreement, Exhibit MS147A.

<sup>256</sup> See Shareholders Agreement, Exhibit MS147B.

<sup>257</sup> See Muhammed Bazzi 18<sup>th</sup> January 2018 Transcript.



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million, even though SPECTRUM sent several letters in an attempt to collect the remainder.

### **B. International Gateway Management.**

While managing GAMTEL/GAMCEL, SPECTRUM worked through a company called Oratus Incorporated as the exclusive managers of the International Telecommunications Gateway. About two years after the Spectrum management contract was terminated, Ali Sharara returned as Tell International Inc. to once again manage the International Gateway. Mohamed Bazzi testified that this was arranged in order to enable TELL recoup losses Ali Sharara claimed to have made when the Spectrum Contract was pre-maturely. Secretary General Ebrima O. Camara signed the Gateway Management agreement with TELL on 8<sup>th</sup> April 2011 without a witness on behalf of the Gambian Government<sup>258</sup>.

TELL unilaterally deducted USD2 million from the proceeds of the Gateway from May 2011 to April 2012 during their tenure as gateway managers<sup>259</sup>, making a total of USD24 million in addition to their gateway fees. The said deduction was not based on any provision of the contract and was therefore illegal.

The Office of the President after several threatened terminations of TELL's contract for nearly a year starting in August of 2013 terminated it in May of 2014 when a bypass was created for MGI to take over.

### **C. Illegal Incentives to the Ex-President.**

- (1) Mohamed Bazzi has testified that following arrangements with the Ex-President in which he acted as intermediary, EAGL received from TELL/ MR CHARARA in their BEIRUT ACCOUNT at FRANSABANK a TOTAL OF USD10,434,000.00. EAGL paid from EAGL from TRUST BANK Account in DALASIS: D240,280,000.00 into the Ex-President's trust Bank account and between 30 June 2011 and January 2013 and USD2,550,000.00 into the Jammeh Foundation for Peace account with TBL.

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<sup>258</sup> See TELL Gateway Management Agreement, Exhibit SC56.

<sup>259</sup> See Lamin Camara 5<sup>th</sup> April 2018 Transcript. See Baboucarr Sanyang 7<sup>th</sup> February 2018 Transcript. See Task Force Report, Page 81, Exhibit SC66.



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- (2) The Commission has also found that Ali Sharara gave the Ex-President Range Rover vehicles during TELL's management of the Gateway and it was testified that this was an incentive to keep the Gateway contract.<sup>260</sup>

Even though Ali Sharara lost a significant amount of money to the Ex-President by way of bribes, he made it a point for TELL to deduct from Gateway proceeds on a monthly basis for a period of one year. Bazzi testified that TELL was taking the money as a refund for the money unpaid when the government bought back the GAMTEL/GAMCEL shares.

### CRIMINAL LIABILITY

There is probable cause for holding that Tell International and its directors including Ali Sharara:

- (a) in order to maintain the international gateway contract paid to EAGL accounts in *BEIRUT ACCOUNT FRANSABANK a TOTAL OF USD10,434,000.00-D240,280,000.00* and also gave the Ex-president a brand new Range Rover as *an incentive and therefore a bribe* contrary to sections 360(b) and 361 of the Criminal Code;
- (b) Illegally deducted USD2 million a month from the proceeds of the gateway revenue from May 2011 to April 2012 (USD24 million) and thereby committed theft.

### CIVIL LIABILITY

- (a) Bribery is also a tortious civil wrong and the State has a cause of action against the Ex-President for the restitution of the amount of the bribe in the sum of D240 million or its USD10,434,000.00 equivalent at the time and against the directors of TELL International and Ali Sharara, jointly and severally.
- (b) The sum of USD24 Million is also recoverable from Tell International and Ali Sharara jointly and severally.

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<sup>260</sup> See Njogou L. Bah 29<sup>th</sup> January 2018 Transcript.



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### 12. ANSUMANA JAMMEH

#### 1. Background

Mr. Ansumana Jammeh (Witness no. 16) testified that he was the younger brother to the Ex-President Jammeh. He is 1% shareholder in Kanilai Worni Family Farms Limited but in relation to the share he testified that: *'I was a shareholder but I think that was by name because I didn't participate in anything that belongs to Kanilai Family Farms'*<sup>261</sup>. When asked whether or not that meant he was a shareholder in name only, his response was: *"I did not in any way ask about the running of the company and things like that, no."*<sup>262</sup>

The share capital of the Company at incorporation was stated as D11,100 divided into 111 *ordinary* shares of D100 each.<sup>263</sup>

Ansumana Jammeh was the Executive Director of Jammeh Foundation for Peace from 2006 to 2008. From 2008 to 2014 he was the Gambian Ambassador to Qatar. Then Managing Director of Alhamdulillah Petroleum Company (APAM) Sand Mining Business in Kartong and Brufut, from 5<sup>th</sup> July 2015 to 30<sup>th</sup> November 2015.

The evidence shows that Ansumana Jammeh was involved in the Ex-President's business dealings.

#### A. Gambia Food and Feed Industry (GFFI)

Ansumana Jammeh introduced Qatari businessmen Soaud Ghandour and Rashid Ghandour the owners of Conapro and shareholders in GFFI.<sup>264</sup>

On the 12<sup>th</sup> May 2016, the State filed criminal charges against Mr. Ansumana Jammeh, former Ambassador to Qatar, in case number HC/222/16/CR/075/AO. The criminal complaint alleged that Mr. Ansumana Jammeh engaged in a scheme to defraud GOTG—i.e. that Mr. Ansumana Jammeh assisted Conapro to get the contract to supply fuel to Gambia, then *"he [Mr. Saoud Ghandour] will make him [Mr. Ansumana Jammeh] happy"*<sup>265</sup>. The criminal complaint further alleged that Mr. Ansumana Jammeh used his

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<sup>261</sup> Transcript of Mr. Ansumana Jammeh dated 27<sup>th</sup> August 2017 (line 287-289).

<sup>262</sup> Transcript of Mr. Ansumana Jammeh dated 27<sup>th</sup> August 2017 (line 287-289).

<sup>263</sup> Exhibit MS310B (Memorandum and Articles of Association)

<sup>264</sup> See Ansumana Jammeh's Witness Statement on 13<sup>th</sup> November 2017 and testimony of 28<sup>th</sup> August 2017

<sup>265</sup> Exhibit MS158B – Under Summary of Facts



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position within Government to obtain information to assist Conapro formulate a proposal for the Oil Supply contract, particularly in connection with “premium calculations”. Payments totalling over USD1.5 million were paid from June 2010 to January 2011 to Mr. Ansumana Jammeh through one of his businesses, Maligam International Import and Export,<sup>266</sup> by Mr. Saoud Ghandour. Monies were subsequently withdrawn and spent on items including a Lexus RX3 vehicle for the benefit of Mr. Ansumana Jammeh. Mr. Ansumana Jammeh pleaded guilty to:

- (1) abuse of office,
- (2) official corruption,
- (3) receiving property to show favour, and
- (4) conspiracy and economic crimes.

A fine of GMD24,647,028 was imposed on Mr. Ansumana Jammeh. In addition, his properties located at Bijilo bearing Serial Registration no. K579/2009, and at old Yundum bearing Serial Registration no.K336/2010 and his vehicle worth D1, 00, 000 were forfeited to the State.

This judgement has not been executed.

### B. APAM

Ansumana Jammeh confirmed that he was involved in the licensing of APAM and signed the license for APAM’s Sand Mining Activities<sup>267</sup>. The Commission has found that:

- APAM for all intents and purposes was an illegal enterprise set up by the Ex-President to exploit/steal The Gambia’s mineral resources and thereby enrich himself with impunity;
- The Ex-President could not legally or validly issue a licence to himself whether directly or indirectly. Ex-President Jammeh was in clear violation of Sections 68(4)(b)(c) and 72(4)(b) & (c) of the Constitution when, he as Minister responsible for the administration of the Mines and Quarries Act 2005, purported to issue a mining licence to himself through APAM. The licence issued to APAM is therefore void.

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<sup>266</sup> Exhibit BB112D – Deed of Partnership dated 26<sup>th</sup> June 2008

<sup>267</sup> Exhibit GEO 3



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- A licence cannot also be issued to a non-existent entity. The licence issued to APAM is also invalid for that reason. All activity undertaken by APAM was therefore illegal.
- The President, and all the managers of APAM held the income generated from the sale of minerals and sand as constructive trustees of the State and are liable to account to the State.
- Persons who received proceeds realized from the sale of minerals and sand and for all assets acquired from them for any purpose are liable to account for them unless they can show that they did so innocently and for the benefit of APAM.

### **CRIMINAL LIABILITY**

- (1) The judgment in Criminal Case number HC/222/16/CR/075/AO must be executed forthwith by the Sheriff of the High Court in accordance with the law.
- (2) There is probable cause to find that Ex-President Jammeh, General Sulayman Badjie, and all the managing directors that he appointed- Ansumana Jammeh, Toni Ghattas and Woreh Njie Ceesay, are liable under 603 of the Companies Act and Section 44 of the Single Window Business Registration Act and for operating without a licence. Section 7 of the SWBR Act prohibits a person from carrying out businesses anywhere in the Gambia without registration. Section 44 of the same Act makes it an offence not to comply with the provisions of the said law. The penalty is D500 a day for the period of unlawful operation.

### **CIVIL LIABILITY**

Mr. Jammeh managed APAM from August 2015 to November 2015 and generated revenue of D10, 268, 000.

The sum of D600,000 paid to KGI by Ansumana Jammeh from APAM funds should be recovered at first instance from KGI and failing which it should be recovered from Ansumana Jammeh's assets. A lien to the extent of the said sum shall be registered against Ansumana Jammeh's assets pending any appeal that he may make against the findings of this Commission.

#### **2. Other Companies**

Ansumana Jammeh had an interest in the companies listed below but the Commission had no evidence of a connection to the Ex-President.





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- Patriot Insurance Brokers with 75% shares. This Company was operating from Traffic Light Standard Chartered House as part of offices owned by the Ex-President.
- Royal Africa Securities Brokerage Company Limited with Prince Ebrima Sanyang. The Company is yet to start operation.
- West African Resource Development and Marketing Corporation Limited with Dr. Kenneth Jackson; but it never operated.
- Royal Africa Capital Holding Limited (1%) which is a holding company to: AFRICADA Financial Service and Bureau De Change Limited; AFRICADA Micro Finance Gambia Limited; AFRICADA Airways; AFRICADA Insurance Company; Atlantic Pelican Company Limited; Kora Media Corporation Limited, and Palm Groove Africa Development Corporation.

All these Companies are owned by Prince Ebrima Sanyang but are not operating. Ansumana resigned as shareholder in 2016 because he said he wasn't happy with the operation of the Company.



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### 13. WORREH\_NJIE CEESAY

#### A. RELATIONSHIP TO EX-PRESIDENT

##### 1. Background

Mrs. Woreh Njie Ceesay was a business partner of the Ex-President. She was appointed Managing Director of Kanilai Group International (KGI) on the 14<sup>th</sup> March 2014 until her resignation on the 12<sup>th</sup> June, 2018; Managing Director of Alhamdulillah Petroleum in October 2016 until March 2017. Prior to her involvement with the Ex-President's private businesses, she worked as a Banker at BSIC from 2006 to 2007, then at First International Bank from 2007 to 2014.

##### 2. FINANCIAL DEALINGS WITH THE EX PRESIDENT (KGI)

#### A. KGI

According to the testimonies of Mr. Sarja Camara (Witness no. 175) and Mrs. Woreh Njie Ceesay (Witness no.182), the main source of financing for the company was the sale of the Japanese rice and fertilizer<sup>268</sup> from 2007 to 2014.

As Managing Director of KGI, Woreh received several presidential directives from Gen Saul Badgie for the payment of monies to the Ex-President<sup>269</sup>. According to KGI's 2017 audit report, withdrawals made at the request of the former President totalled D57, 592,000 (Fifty Seven Million, Five Hundred and Ninety Two Thousand) from 2014 to 2016. The requests were honored by withdrawing monies from the Japanese rice accounts, although there are substantial debts owed to the Ministry of Agriculture and the Japanese government. This also led to the Japanese government suspending its food aid agreement with the Gambia Government.

For the year 2014, the total withdrawal of monies given by Executive Order from the Ex-President was D14,597,000<sup>270</sup>, D34,557,000<sup>271</sup> in 2015 and D8,438,000 in 2016.<sup>272</sup>

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<sup>268</sup> Witness Testimony Mr. Sarja Camara, Paragraph 3, 15<sup>th</sup> March 2018

<sup>269</sup> See Exhibit 195

<sup>270</sup> 2014 Audit Report by Payce Consulting

<sup>271</sup> 2015 Audit Report by Accord Associates

<sup>272</sup> Mrs Woreh Njie Ceesay witness testimony Tuesday 10<sup>th</sup> April 2018 at 15:53 PM (M)J



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**Monies withdrawn from the various Japanese Rice Accounts by Executive Order<sup>273</sup>**

<b>Date</b>	<b>Fund</b>	<b>Amount</b>	<b>Beneficiary</b>	<b>Purpose</b>
<b>24/12/2016</b>	FIB Japanese Rice Acct	D400,000.00	HE Yahya Jammeh	CEO Drawings
<b>4/11/2016</b>	FIB Japanese Rice Account	D2,074,600.00	Sheikh Abdoullah	CEO Drawings
<b>18/05/2016</b>	FIB KGI Japanese Rice Acct No; 0160688501	D241,000.00	MFH Group	Executive Directive
<b>22/01/2016</b>	KGI Japanese Rice FIB Acct No; 0160688501	D2,000,000.00	HE Yahya Jammeh	CEO Drawings
<b>12/11/2015</b>	KGI Japanese Rice FIB Acct No; 0160688501	D1,100,000	HE Yahya Jammeh	CEO Drawings
<b>27/10/2015</b>	KGI Japanese Rice FIB Acct No; 0160688501	D1,500,000	HE Yahya Jammeh	CEO Drawings
<b>26/10/2015</b>	KGI Japanese Rice FIB Acct No; 0160688501	D534,000.00	HE Yahya Jammeh	CEO Drawings
<b>19/10/2015</b>	KGI Japanese Rice FIB Acct No; 0160688501	D2,500,000.00	HE Yahya Jammeh	CEO Drawings
<b>12/10/2015</b>	KGI Japanese Rice FIB Acct No; 0160688501	D3,000,000.00	HE Yahya Jammeh	CEO Drawings
<b>6/10/2015</b>	KGI Japanese Rice FIB Acct No; 0160688501	D180,000.00	HE Yahya Jammeh	CEO Drawings

<sup>273</sup> Exhibit MS193C Payment vouchers from KGI International



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<b>28/09/2015</b>	KGI Japanese Rice FIB Acct No; 0160688501	D2,000,000.00	HE Yahya Jammeh	CEO Drawings
<b>25/08/2015</b>	KGI Japanese Rice FIB Acct No; 0160688501	D350,400.00	Woreh Njie	Materials for Gunjur mosque
<b>19/03,2015</b>	Zenith Japanese Rice Acct	D200,000.00	Mustafa Hawi	Executive Directive to pay salary
<b>19/03,2015</b>	Zenith Japanese Rice Acct	D191,700.00	Zouhain Bouchahma	Executive Directive to pay salary
<b>19/03/2015</b>	Zenith Japanese Rice Acct	D200,000.00	Mohammed Alfhehadeh	Executive Directive to pay salary
<b>18/03/2015</b>	Japanese Rice Acct KGI	D4,000,000.00	HE Yahya Jammeh	CEO Drawings
<b>5/03/2015</b>	Zenith Japanese Rice Acct	D4,000,000.00	HE Yahya Jammeh	CEO Drawings
<b>3/2/2015</b>	FI Bank Japanese Rice Account	D185,000.00	Amadou Jammeh	Exec Order by CEO
<b>21/01/2015</b>	FIB Japanese Rice	D5,000,000.00	HE Yahya Jammeh	
<b>4/12/2014</b>	FIB Japanese Rice Account	D3,200,000.00	Gen Sulayman Badjie	Exec Order collected on President's behalf
<b>5/11/2014</b>	FIB Japanese Rice	D746,500	Woreh Njie	Exec Order for payment of cattle and rams
<b>24/10/2014</b>	FIB Japanese Rice	D5,000,000.00	Yayha Jammeh	Exec Order CEO Drawings



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<b>7/7/2014</b>	FIB Japanese Rice	D4,000,000.00	Sulayman Badgie	Exec Order collected on President's behalf
<b>25/6/2014</b>	FIB Japanese Rice	D850,000.00	Sulayman Badgie	Exec Order collected on President's behalf
<b>20/02/2017</b>	FIB Japanese Rice	D100,000	Gambia Revenue Authority	For National Educational Levy for 2017
<b>03/02/2017</b>	Zenith Futurelec Acc	D5,979	Gambia Revenue Authority	Corporate Tax Q4
<b>27/01/2017</b>	FIB Japanese Rice	D370,287	Gambia Revenue Authority	National Education Tax Levy Arrears from 2010 to 2014
<b>19/12/2016</b>	FIB Japanese Rice	D810,736	Gambia Revenue Authority	GRA payment for quarterly corporate tax

KGI financed the 2016 APRC election campaign and made a payment of D10,000,000 (Ten Million Dalasi) to TK Motors, although the total amount to be paid was USD800,000 (Eight Hundred Thousand USD). These payments were made by Mrs. Ceesay withdrawing money from the FI Bank Japanese Rice Account<sup>274</sup>.

These monies were not supposed to have been accessible or withdrawn given that the agreement between The Gambia Government and the Japanese Government was for

<sup>274</sup> Transcript of Woreh Njie Ceesay dated 11<sup>th</sup> April 2018



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the proceeds from the sale of the rice to be lodged into designated counterpart fund accounts at the Central Bank. She was signatory to over 29 bank accounts all linked to the Former President.

On the 2<sup>nd</sup> August 2016, Mrs. Ceesay was given 40% of KGI shares by the Former President as a gift, a move which underlines the relationship of trust that existed between them. This was done in the wake of a suggestion she made to the Former President that his political involvement in KGI was not beneficial to the business. However, because there was no instrument of transfer, the transfer of shares is void thus ownership of KGI is still the Ex-President and his wife as trustee for his children.

### **B. Sale of Mahindra Tractors**

Woreh was involved in the sale of Mahindra tractors proceeds of which were never paid to the Ministry of Finance. She acknowledged that the Mahindra tractors were financed by an intergovernmental loan worth USD6.5 million and that they were a property of the Gambia government and that KGI was not a government entity. However, she was involved in the sale of the tractors, monies were collected from debtors, but nothing was lodged in any government account.

### **D. Mining - APAM**

APAM for all intents and purposes was an illegal enterprise set up by the Ex-President to exploit/steal The Gambia's mineral resources and thereby enrich himself with impunity.

APAM opened and operated four bank accounts with GTB and First International Bank. She was added as signatory to the accounts although the corporate accounts were opened without submitting the documents required, i.e., Memo and Articles. Her role at APAM was to co-sign cheques with Mr Toni Ghattas. Whenever there was a payment, Mr Ghattas would send her a voucher for her signature.

Mrs. Woreh Njie Ceesay was co signatory to the following expenses made from APAM revenue and accounts that have been found not to be justified. She was Managing Director. It was her duty to make sure that the business appointing her was legitimate. It is not sufficient for her to say that she made payments of vouchers sent to her by Toni Ghattas. She remains jointly accountable for what she approved.



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Date	Description	Payee Amount \$	Amount (GMD)	
22/11/16	4500 bags of animal feed (Bran) said to be supplied to office of the President	GHATSON	1,462,500	
29/11/16	Forex transactions and funds transfer	APAM	26,865	
13/12/16	Payment for purchase of spare parts in China	GHATSON Co	2,155,058	
20/12/16	Payment to United Africa Group for the claimed delivery of cement to the Gunjur mosque	United Africa Group	3,000,000	
<b>Total</b>			<b>26,865</b>	<b>6,617,558</b>

### CRIMINAL LIABILITY

#### 1. KGI

Woreh Njie did know that the proceeds of sale from the Japanese Rice Grant and Fertilizer were required to be paid into the Central bank Accounts. There is probable cause for holding that she aided and abetted the Ex-President in the theft of the proceeds of D57, 592,000 (Fifty Seven Million, Five Hundred and Ninety Two Thousand) from 2014 to 2016.

#### 2. Mahindra Tractors

Woreh Njie Ceesay did know the tractors were financed by an inter-governmental grant<sup>275</sup> and that they were a property of the state not the former President's or KGI's. There is probable cause for holding that she aided and abetted the Ex-President in the theft of the proceeds of the tractors contrary to Section 23(b) of the Criminal Code Cap 10 Laws of the Gambia states. The Mahindra tractors

<sup>275</sup> Transcript of Woreh Njie dated 11<sup>th</sup> April, 2018



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were unlawfully acquired by UTSCO<sup>276</sup> and given to KGI for onward sale at the instruction of the Former President. There is probable cause for holding that she knew she was receiving stolen property contrary to section 297 of the Criminal Code.

### 3. APAM

There is probable cause to hold that Ex-President Jammeh, General Sulayman Badjie, and all the Managing Directors that he appointed- Ansumana Jammeh, Toni Ghattas and Woreh Njie Ceesay, are liable under 603 of the Companies Act and Section 44 of the Single Window Business Registration Act.

### CIVIL LIABILITY

1. Of the sums owed by Toni Ghattas the total sum of USD26,865 and D6,617,558 is jointly and severally owed with Woreh Njie Ceesay. This sum should be recovered from them jointly and severally. A lien to the extent of the said sum shall be registered against the assets of Woreh Njie pending any appeal that she may make against the findings of this Commission.
2. Woreh Njie is to the extent of 5% on the account jointly and severally liable with the Ex-President and the APRC for the D10,000,000 (Ten Million Dalasi) paid to TK Motors to purchase election material for the APRC campaign in 2016.

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<sup>276</sup> See Chapter on Purchase of MSA





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**14. ALHAGIE OUSMAN CEESAY**

**A. Background**

Mr. Alhagie Ousman Ceesay (Witness No. 62) is a civil servant and the current Chief of Protocol. He has been in service since 1995, first as Assistant Secretary Ministry of Education; First Secretary at The Gambia High Commission in Dakar 1996; Deputy Chief of Protocol 2001; Chief of Protocol OP, 2002; Director of Protocol Ministry of Foreign Affairs 2002; Chief of Protocol OP June 2006; February 2012 dismissed and reinstated as Chief of Protocol same year; redeployed to the Ministry of Foreign Affairs as Director of Protocol, July 4 2012; dismissed from the Civil Service, November 2013; reinstated as Chief of Protocol August 2014; redeployed as Deputy PS Office of the First Lady October 2014; redeployed as PS Protocol Affairs Office of the First Lady, November 2014; appointed Chief of Protocol to President Barrow 1<sup>st</sup> February 2017<sup>277</sup>. Mr. Ceesay was signatory to the Office of the First Lady Accounts (USD, GBP, EUR) – a/c no. 216-853510-110, STATE SPECIAL SECURITY ACCOUNT – a/c no. 01101003565; Gambia Feed and Food Industry Account; He was also involved in the withdrawal of public funds and other matters concerning the Ex-President and the Former First Lady.

**B. DEALINGS WITH PUBLIC ACCOUNTS**

**B.1. SPECIAL PROJECT ACCOUNT (VISION 2016) – A/C No. 1103002074**

The Ex-President was sole signatory to this account. Between the period 15<sup>th</sup> July 2014 and 7<sup>th</sup> July 2015, Ex-President personally authorized cash withdrawals of USD18,016,434.80 from the account<sup>278</sup>. The funds were collected by Chiefs of Protocol, Mr. Sanna Jarju and Mr. Alhagie O. Ceesay, as instructed by the Ex-President. Cash withdrawals totalling USD2,669,593.80 were collected by Alhagie Ousman Ceesay as follows:

<b>Date</b>	<b><u>Alhagie Ousman Ceesay</u></b>	<b>Amount</b>	<b>USD</b>
3-Sep-14	TT1424652744 Cash Withdrawal	3-Sep-14	500,000.00

<sup>277</sup> Ibid page 2-4

<sup>278</sup> Exhibit CB20



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	BEING CASH PAYMENT TO MR. ALHAGIE OUSMAN CEESAY, CHIEF OF PROTOCOL OFFICE OF THE PRESIDENT THE SUM OF USD500, 000.00 EQUIVALENT AMOUNT IN GMD ORDERED BY THE OFFICE OF THE PRESIDENT		
10-Sep-14	TT1425358576	10-Sep-14	1,000,000.00
	<b>Cash Withdrawal</b> Foreign Currency by Alhagie Ousman Ceesay CASH PYT B/O OP REF:LETTER DD 03/0 9/2014		
15-Sep-14	TT1425856189	15-Sep-14	469,593.80
	Cash Withdrawal BEING CASH PAYMENT TO MR. ALHAGIE OUSMAN CEESAY, CHIEF OF PROTOCOL OFFICE OF THE PRESIDENT, ORDERED		
30-Sep-14	TT1427347018	30-Sep-14	700,000.00
	Cash Withdrawal Foreign Currency CASH WITHDRAWAL BY ALHAGI O CEESAY B/O OFFICE OF THE PRESIDENT LETTER DATED 30.09.2014		
			<b>2,669,593.80</b>

Mr. Ceesay said he handed the cash to the Ex-President.

### **CRIMINAL LIABILITY**

#### **Assisting the Ex-President in the Appropriation of Public Funds**

#### **B.2 DR. ALHAJI YAHYA JAMMEH FOUNDATION<sup>279</sup> - A/C No. 10701930502**

This account was controlled by Ex-President Jammeh, although there was no evidence that he was a signatory to it. The Ex-President misappropriated **USD7,483,875** from this account through his protocol and other officers.

A cheque of USD2 Million from the Taiwan Embassy dated 24<sup>th</sup> January 2011 made out to Jammeh Foundation for Peace as payee was cashed the same day by Alhaji

<sup>279</sup> Exhibit BB72F(bundle)



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Ousman Ceesay on the instructions of the Ex-President. He said he gave the cash to the Ex-President. He testified that “*it is the usual instructions... to collect money*” given to them by the Ex-President, and he does not know how the funds were utilized.

The Commission is concerned that Mr. Ceesay seemed to have accepted as normal the many errands on which he was sent to execute financial transactions for the Ex-President under questionable circumstances. The Commission finds that there is probable cause for holding that he knew what the funds were intended for, and belonged to, the payee on the cheque, which was JFP. The Commission notes that Alhaji Ousman Ceesay also received the sum of D12 million in February 2012 from the JFP account on behalf of the Ex-President, then personally authorised the bank to issue a cheque in the name of the Sheriff of The Gambia. He is deemed to know that JFP funds were not meant to purchase property for the President.

### **CRIMINA LIABILITY**

**Aiding and Abetting the Ex-President to misappropriate JFP cheque No. 01486726 dated 24<sup>th</sup> January 2011 in the sum of USD2 million issued to JFP by the Embassy of Taiwan.**

### **B.3. PRESIDENT’S HIV AIDS & ASTHMA TREATMENT TRUST FUND ACCOUNT – a/c nos. 11211185703, 11011185701, 12011185702**

President Jammeh was the sole signatory to the accounts. A cheque dated 19<sup>th</sup> December 2007 in the sum of USD1,000,000 issued by Embassy of ROC (TAIWAN) Banjul made out to the Secretary General Office of the President was credited to the USD account.

Cash withdrawals were made by the Chief of Protocol Mr. Alhagie Ousman Ceesay totalling D1,600,000 and USD1,043,430 for the Ex-President.

The Commission has found that these funds were stolen.

### **CRIMINAL LIABILITY**

**Assisting in the theft of funds by the Ex-President**

### **B.4. REPUBLIC OF CHINA (TAIWAN) – A/C No. 12010765601 (TBL)**

There were two transactions in this account that involved Mr. Ceesay. The first, dated the 6th February 2009, was in regard to a cheque of USD2,000,000 that was issued to



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Professor Alhagie Yahya AJJ Jammeh. The Ex-President endorsed this and gave the following instructions: *'Please pay cash to Alhagie Ceesay, Chief of Protocol the sum stated in this cheque.' I would like you to take a look at this cheque.*' Mr Ceesay admits to receiving this and then delivering it to the Ex-President. He states he does not know what the money was used for by The Ex-President<sup>280</sup>.

The Commission has found that this sum was stolen.

### CRIMINAL LIABILITY

#### Assisting in the theft of funds by the Ex-President

#### C. Office of the First Lady Account (USD, GBP, EUR) – A/C No. 216-853510-110

OP established an office for the Ex-First Lady. Accounts were opened at GTB in October 2016 and Ex-First lady was a signatory to the account along with her protocol officer, Alhagie Ousman Ceesay<sup>281</sup>. Mr. Ceesay testified that he was directed to fill and sign the account opening documents<sup>282</sup>. Three accounts were opened - a Dollar, Dalasi and Euro account<sup>283</sup>. While the accounts were classified by the Bank as Government accounts they were used for the First Lady's private purposes and to facilitate the transfer of cash out of The Gambia. The funds in the account were as follows:

- Dollar account: total in was USD287,451. Balance left was USD8,691.
- Euro Account (216/853510/210): total in was EUR33,896.52. Balance left was EUR0.32
- Dalasis Account (216853510110): total in was GMD106,844.20. Balance left was GMD15.15

The accounts were funded by cash deposits mainly by Mr. Ceesay. According to him the cash was provided by the Ex-First Lady. The Commission has concluded that the cash was provided by the Ex-President from appropriated public funds. All withdrawals from the account were swift transfers by Mr. Ceesay. Transfers were made from these accounts by Mr Ceesay to either the Ex-First Lady's US Bank account; Ivy mount Outreach in USA which provided for 3-4 to travel with Muhammed Jammeh- (10/10/2016 -1/12/2016); Accommodation of the teachers at Ocean View Resort, Atlantic Road, Fajara; MYJ Revocation Trust in USA – (10/10/2016-13/1/2017) or

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<sup>280</sup> Transcript of Alhagie Ousman Ceesay dated 27th February 2018. Page 2-5

<sup>281</sup> Exhibit BB82A

<sup>282</sup> Transcript of Alhagie Ousman Ceesay dated 25th January 2018 page 6

<sup>283</sup> Exhibit BB 82A



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employees in Morocco and the Potomac residence Maryland; or to Individuals (12/10/2016 – 12/1/2017).

The fact that the Chief of Protocol Alhagie Ousman Ceesay was made a signatory further seemingly legitimized the Account.

The Commission has found that from the records so far found, at least **USD1,626,786** was transferred from public accounts including over the counter cash transfers by various protocol officers for the First Lady including:

- f. Sanna Jarju
- g. Momodou Lamin Mendy
- h. Alhagie Ousman Ceesay
- i. Hon. Borrie L.S.B. Kolley to charter an aircraft.

This happened over a span of 2 years to maintain her expensive lifestyle (excluding monies transferred from Operation Save the Children Foundation and USD183,710 paid to Ivy Mount Outreach in respect of the child- Muhammed Jammeh).

### **CRIMINAL LIABILITY**

**There is probable cause for finding that Alhaji Ousman Ceesay aided and abetted the Ex-First Lady Zineb Souma and the Ex-President in the illegal appropriation of public funds.**

#### **D. The Gambia Animal Feed and Rice Project Account**

Mr Ceesay was a signatory to the Trust Bank Account named the 'The Rice Project'<sup>284</sup>. This is in respect of the GFFI Project at Kamalo. He stated he became a signatory because the Ex-President instructed him to do so<sup>285</sup>. The other signatories who were also investors were Saoud Ghandour and Richard Ghandour of Conapro. Mr. Ceesay maintains that he does not remember meeting them.

#### **E. OTHER MATTERS**

Mr. Ceesay travelled extensively with both the Ex-President and latterly the Ex-First Lady and as such became involved in some of their financial activities. For instance:

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<sup>284</sup> Ibid page 16

<sup>285</sup> Ibid page 16-19



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Mr. Lamin Sanyang, the Financial Attaché at the Gambia Embassy in Washington, through whom the Ex-President made procurements from the Embassy accounts, stated that quotations from different suppliers were forwarded to Mr. Ceesay who would then deal directly with the suppliers. When the requests became too many, the Embassy opened a Procurement Account for OP<sup>286</sup>.

Teneng Ba Jaiteh then SG testified that it was Mr. Ceesay who relayed the instructions for USD1 Million to be paid to Doctor Buba Badjie – Brommadjurklinik, Sweden for a poultry project in The Gambia, from the CBG Second Divestiture account (from the proceeds of the sale of GAMTEL/GAMCEL shares). Mr. Ceesay testified that Doctor Buba Badjie is a Veterinary Doctor based in Sweden. The money was for him to buy some materials for a poultry farm<sup>287</sup>. He however claimed he did not know the whereabouts of the poultry farm.

AU Villas: Mr Ceesay allocated five of these villas to certain individuals. Mr Ceesay said he did not know most of the people he allocated the villas to. He stated that what happened was that after the AU Summit in 2006, the Former President requested that all the keys of the villas be brought to the Office of the President. The Ex-President then gave him all the keys and he would instruct him to give the keys to people that the Ex-President himself identified. Mr Ceesay allocated one of the Villas to the wife of a 'Mr Sidate Gibba', Michael Sanneh, Lamin Sarou Bojang, a retired Brigadier General and many others.

Sponsoring of American Women: Mr. Ceesay confirmed that the Ex-President was sponsoring American women who attended the Beauty Pageant; but said he could not recall whether he ever had to send money to any of them.<sup>288</sup>

### F. Reaction of Mr. Ceesay to the Evidence

When asked whether he felt conflicted between serving the President and serving the country. His answer was no. He said he was comfortable doing everything he did: "because I think I was serving the country."<sup>289</sup>

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<sup>286</sup> See Volume 7 -Procurement

<sup>287</sup> Transcript of 25<sup>th</sup> January 2018

<sup>288</sup> Transcript of 25<sup>th</sup> January 2017.

<sup>289</sup> Transcript of 25<sup>th</sup> January 2017- Response to Commissioner Saine.



## The Commission of Inquiry

### **15. FATOU NJIE**

#### 1. Background

Mrs. Fatou Njie (Witness No.71) is a civil servant and holds the position of Deputy Head of Mission at The Gambia Embassy in Abuja. Mrs. Njie started in the Civil service in October 1999; she was re-designated and transferred as Protocol Officer OP to serve the First Lady. She rose through the ranks and was promoted in 2001 to Senior Protocol Officer; still attached to the First Lady; July 2006, she was promoted to the post of Assistant Director of Protocol; October 2006, she was promoted to the post of Chief of Protocol, Office of the First Lady; in June 2015, she was re-designated and redeployed to the Ministry of Foreign Affairs where she was subsequently posted to a mission in Abuja as Deputy Head of Mission<sup>290</sup>.

Ms Njie was involved in the Financial Dealings of the Ex-President and the First Lady.

#### **B. Dealings with Public Accounts.**

##### **B.1. STATE AIRCRAFT ACCOUNT – a/c no. 09201200525**

Mrs. Fatou Njie admitted that on the 16th November 2011 she was given instructions written by the President which stated: “Kindly deduct from the State Aircraft Account D20,500,000 and €500,000 Thank you”. She received the money acknowledged and signed: “I have been directed by His Excellency, the President of The Republic of The Gambia to receive *a total of D20, 500, 000 and a total of €500, 000 from the Central Bank of The Gambia. I hereby acknowledge the receipt*”<sup>291</sup>. She said she was sent either by the Ex- First Lady or the Ex-President to the Governor of the Central Bank. The money had been put in bags. She signed for it and took it back to Statehouse

She was sent again with another instruction dated 17th November 2011, to receive EUR1,000,000, which she signed for and received.

#### **CRIMINAL LIABILITY**

##### **Assisting in the misappropriation of public funds.**

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<sup>290</sup> Transcript of Fatou Njie dated 12<sup>th</sup> October 2017 page 2-3

<sup>291</sup> Exhibit CB32



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### **B.2. Alhaji Dr. Yahya Jammeh Foundation for Peace Account TBL Account No. 10701930502**

- (1) Mrs. Njie admitted to receiving USD469, 961. 96<sup>292</sup> from the Jammeh Foundation for Peace Account. She said the money was sent to a Lalla Meryem Al Idrissi, the Ex-First Lady's Moroccan personal assistance on behalf of the Ex-First Lady. Mrs. Njie said she did not know why this money was sent<sup>293</sup>. The evidence however indicated that it was for a project.
  
- (2) Mrs. Fatou Njie received the cash sum of USD500,000 on the 27<sup>th</sup> January 2012 from JFP TBL Account No. 10701930502, she said she handed the cash over to the Ex-President. She signed a withdrawal form for the sum from the JFP account. Ms Fatou Njie must be deemed to know that the funds were being wrongly debited from the foundation's account.

### **CRIMINAL LIABILITY**

#### **Assisting in the misappropriation of TRUST funds.**

### **C. Mrs. NJIE'S Reaction to the evidence.**

Ms. Njie was clearly close to the First Lady whom she served for 14 years. She claimed not to know much.

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<sup>292</sup> Exhibit BB72 and Exhibit MS66

<sup>293</sup> Ibid page 10 and 11





## The Commission of Inquiry

### **16. TONI GHATTAS**

#### **1. Background**

Mr. Toni Ghattas<sup>294</sup> is a Lebanese national holder of Lebanese Passport No. 3061972 born on the 20/04/69. He appeared before the Commission for the first time on the 23<sup>rd</sup> October 2017.

Mr. Ghattas was arrested pursuant to an absconding warrant of arrest issued on the 16th August 2017. By Order dated 30th August 2017, he was admitted to bail on condition that he entered into a bond in the sum of D50 million and the delivery of title deeds of his properties at Sukuta Coastal Road, Batokunku, Kombo South, Misiranding, Kombo East, which were charged with the sum of the bond and ordered not to be disposed of, together with a cargo vessel CASSIOPEIA and 20 heavy trucks whose registration numbers are set out in a letter from Sheriff Marie Tambadou Esq. dated 11th October 2017 attached to the said Order<sup>295</sup>.

#### **Business Activities**

Mr. Ghattas as co-owner of the following companies:

Company Name	Shareholders	% Shareholding
Ghatson Company Ltd.	Toni Ghattas	95%
	Lisa Ghattas	5%
Multi Shipping Agency Ltd.	Toni Ghattas	
Afristar Company Ltd		

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<sup>294</sup> Witness No. 17

<sup>295</sup> Also see Ruling of the Commission dated 15<sup>th</sup> September 2017.



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Shanghai Industrial Co. Ltd.	Gambia	Toni Ghattas	45%
		Yongming Liu	45%
		Wen Zheng	5%
		WNYong Gong	5%
United Group Limited	African Senegal	Toni Ghattas	50%
		Serigne Mbacke	Aramine 50%

Mr. Ghattas was an employee of Carnegie Minerals (Gambia) Limited (Carnegie). When their license was terminated in 2008 and a new license issued to Gambia African Mining International Company Ltd (GAMICO) in 2008, he was employed by GAMICO to supervise the mining operations. When GAMICO's license was terminated in 2015 and a license issued to Alhamdulillah Petroleum and Minerals Company Ltd (APAM), he was appointed by OP as Managing Director of APAM on the 30<sup>th</sup> November 2015 and took over from Ansumana Jammeh who was the first Managing Director of APAM until October 2016 when he was demoted to deputy Managing Director and Ms Woreh Njie Ceesay was appointed Managing Director. Tony Ghattas however remained wholly responsible for the operations of APAM except that Woreh Njie Ceesay had to countersign all payments.

He said he reported to General Sulayman Badjie but the evidence also shows that he reported to the Ex-President<sup>296</sup>.

When Mr Ghattas became Managing Director of APAM he moved all operations of APAM to Ghatson Offices on Kairaba and laid off APAM's staff. He thereafter operated APAM entirely through his own companies and employees. His companies provided most of the services required by APAM. He originated and approved payments to his own companies for services he claimed his companies rendered to APAM.

### Bank Accounts

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<sup>296</sup> See Exhibit MS23



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Toni Ghattas was signatory to the following APAM Accounts:

Bank Name	Account Number	Account type	Currency	Signatories	Period
GTB	209503113110	Current	GMD		
				Toni Ghattas	03/10/15-30/01/17
GTB	209503113210	Current	USD		
				Toni Ghattas	03/10/15-30/01/17
GTB	503113-3/2/4002	Other Deposits	USD	Toni Ghattas	July 2016-Jan 2017
FIB	04-101-607950-01(607950-01)	Business A/C	GMD	Toni Ghattas & Woreh Njie	16/11/16 to 1/2017
FIB	01-108-607950-02(607950-02)	Business A/C	USD	Toni Ghattas & Woreh Njie	16/11/16 to 1/2017

## FINDINGS

The Commission has made the following findings which affect Mr. Ghattas:

### (1) SALE OF SAND TAILINGS BY GAMICO

The evidence that sand tailings were removed from Batokunku while the area was licensed to GAMICO was not disputed and is therefore accepted by the Commission. The Commission finds that the sand tailings were removed with the active consent of Tony Ghattas who was a GAMICO representative. The explanation that the sand



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tailings were removed by the members of the armed forces cannot absolve them of responsibility for paying the royalties due as the Licensee. We find that GAMICO remained responsible for the sand tailings and also accountable for royalties of **D13,285,813** due to Government while they were the licensee for the area.

### **(2) Legal Status**

APAM was at all times an unregistered business which purported to operate as a company owned by the Ex-President and operated under his directive by people appointed by him. He had direct personal pecuniary interest in APAM.

### **(3) Licence and Operation of APAM**

All minerals in The Gambia belong to the State by virtue of Section 4(1) (a) of the Mines and Quarries Act Cap. 64:01 Laws of The Gambia 2009.

The Ex-President could not legally or validly issue a license to himself whether directly or indirectly. Ex-President Jammeh was in clear violation of Sections 68(4)(b)(c) and 72(4)(b) & (c) of the Constitution when, he as Minister responsible for the administration of the Mines and Quarries Act 2005, purported to issue a mining license to himself through APAM. The licence issued to APAM is therefore void. All activity undertaken by APAM was therefore illegal.

APAM for all intents and purposes was an illegal enterprise set up by the Ex-President to exploit/steal The Gambia's mineral resources and thereby enrich himself with impunity.

APAM being an illegal entity could not validly hold any assets in its name nor enter into any contract. All contracts purported to have been entered into by APAM are therefore invalid and any liability arising from them is the responsibility of the person purporting to represent APAM in those contracts.

The Ex -President, and all the managers of APAM held the income generated from the sale of minerals and sand as constructive trustees of the State and are liable to account to the State.

Persons who received proceeds realized from the sale of minerals and sand and for all assets acquired from them for any purpose are liable to account for them unless they can show that they did so innocently and for the benefit of APAM.



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### (4) APAM Revenue

The evidence is conclusive that at the time GAMICO's mining license was terminated, there were 119 containers of HMCs that were at the Banjul Ports ready for shipment to China. These were taken over by APAM under the management of Toni Ghattas. APAM exported and sold a total of 3213 tons (27 tons x 119 containers). Thus, the total amount of the sale of 3213 ought to be USD385, 560 and not USD314,182 paid to GT Bank.

APAM under Toni Ghattas mined 2430 tonnes of HMC (9) containers. The income from the sale of 90 containers of HMCs, i.e. 2430 x USD120 per ton is USD291,600.

Total income of APAM from the sale of 209 containers of HMC from August 2015 to May 2017, APAM is USD677,160.

Revenue of APAM from the sale of 502,475.00 of cubic meters of white sand is D67,681,635. D12,561,883.00 was paid as royalties.

The total amount to be accounted for by Ex-President and Tony Ghattas is D55,119,752 and USD677,160.

Tony Ghattas despite being appointed Managing Director was not an employee of the Ex-President as he did not receive salary. The Commission has found that Tony Ghattas and his companies were partners in the Ex-President's illegal enterprise. He used his companies as instruments of illegal exploitation of The Gambia's limited mineral resources to unjustly enrich himself at the expense of the Gambian people. He is therefore liable to account for all the monies he and his companies received from the illegal mining and sale of HMC and construction sand whether through APAM or otherwise.

### POSSIBLE CRIMINAL LIABILITY

- (1) There is probable cause for holding that activities of Ex-President Jammeh, General Sulayman Badjie, and Toni Ghattas contravene section 269 of the Criminal Code on the fraudulent dealing with minerals in mines with respect to the mining of 209 containers equal to 5643 tons of HMC and 502,475.00 of cubic meters of white sand.
- (2) Operating a business as well as operating APAM as a purported company was in violation of the Single Window Business Registration Act 2013 and the Companies Act 2013 respectively. Section 7 of the SWBR Act prohibits a person from carrying out businesses anywhere in the Gambia without registration.



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Section 44 of the same Act makes it an offence not to comply with the provisions of the said law. The penalty is D500 a day for the period of unlawful operation which is the 30<sup>th</sup> November 2015 to 29<sup>th</sup> March 2017.

- (3) APAM being an illegal entity could not validly hold any assets in its name nor enter into any contract. All contracts purported to have been entered into by APAM are therefore invalid and any liability arising from them is the responsibility of the person purporting to represent APAM in those contracts. We find that there is probable cause to hold that Ex-President Jammeh, General Sulayman Badjie, and all the Managing Directors that he appointed- Ansumana Jammeh, Tony Ghattas and Woreh Njie Ceesay, are liable under 603 of the Companies Act and Section 44 of the Single Window Business Registration Act.

### CIVIL LIABILITY

#### APAM Expenditure

The only allowable expenditure in APAM's illegal mining operations is such as was reasonably necessary to generate the sum of D55,119,752 and USD677,160 by way of material supplies made and services delivered to or by innocent third parties.

#### (i) Toni Ghattas

The Commission has found that all the payments made from APAM funds to Ghatson, a company 95% owned by Tony Ghattas and 5% by his wife Lisa Ghattas and to other companies in which Tony Ghattas has shares are unjustified and should be refunded to the State.

The total sums of **D30,363,791, USD192,605, GBP199,000** paid to Tony Ghattas, or his companies, or companies connected to him or otherwise spent for purposes unrelated to APAM shall be recovered from the assets of Tony Ghattas as follows:

- a. Cash withdrawals made by Ghatson employees – and handed over to Tony Ghattas totalling D5,813,420.69 from GT Bank and D4,527,811.83<sup>297</sup> from Fi Bank

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<sup>297</sup> See Exhibit BB2 and BB4



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- b. The total sum of USD150,000 deducted by Toni Ghattas from APAM GT Bank account and paid to Ghatson claimed to be a refund for payment made by Tony on behalf of APAM to Ghuanzhou Yueping Labor Service Company in China for an outsourcing contract.
- c. EUR165,000 paid from APAM GTB account to Aramine Mbacke in Senegal a partner and co-shareholder of Tony Ghattas (in equal shares) in United African Group Senegal Limited claimed to be facilitation fees for negotiating the reduction of demurrage charges at Dakar Ports, without any contractual basis.
- d. **D3,150,000.00** paid to Ghatson Ltd for the claimed construction of access roads to the mining sites which was denied by the villagers of Sanyang.
- e. USD36,605 paid from the APAM GT Bank account paid to Ghatson for the alleged purchase of fuel on behalf of Office of the President on the request of General Sulayman Badjie for which there is no credible proof of the request or delivery of the fuel to State House.
- f. **D2,155,058.85 paid to Ghatson from APAM accounts for Spares allegedly purchased by Ghatson from** Hainan Fugang Mining Co. Ltd for APAM mining equipment said to be pursuant to an investment agreement with Shanghai Zhangheng Mineral Company Ltd. in the absence of any independent verification or evidence of the authenticity of the claim.
- g. D3,000,000 paid to United African Group Limited a company owned by Tony Ghattas and Aramine Mbacke for the claimed delivery of 13500 bags of cement to Gunjur mosque without any proof of such delivery.
- 3. Cash payments of D5,000,000<sup>298</sup> and USD6000 and GBP33,000 to General Sulayman Badjie to be recovered against the assets of General Sulayman Badjie at first instance, failing which, they shall be recovered against Tony Ghattas.
- h. Payments of D6,717,500 allegedly made for the purchase of animal feed and basalt for Kanilai for which there is no proof of delivery & no basis for debiting APAM accounts, nor any proof of the transaction except Ghatson invoices to APAM.

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<sup>298</sup> See Exhibit MS 11&12



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A lien to the extent of the said sums of **D30,363,791, USD192,605, GBP199,000** shall be registered against the assets of Tony Ghattas pending any appeal that he may make against the findings of this Commission.

The Commission found the excuse of Tony Ghattas and the submissions by his counsel on his behalf that Toni Ghattas cannot be liable for the acts of APAM not tenable.<sup>299</sup> We find that as a person who purports to be managing director of a company, he had equal responsibility with the owner to ensure that the enterprise he was operating was legitimate. That he told the owner or the owner's representative to regularize the status of the company cannot be an excuse for continuing to operate it as an illegal venture for two years.

The suggestion of Mr. Ghattas that the Ex-President is was dictator and he feared for his life is not a reasonable justification in the circumstances. Duress as a defence is “... **the compulsion under which a person acts through fear of personal suffering, or from injury to the body or from confinement, actual or threatened.**”<sup>300</sup> Mr Ghattas had every opportunity to remove himself from his circumstances at any time had he wished to since was he travelling in and out of the country to run his businesses in Senegal and China. He has not shown this Commission any evidence of a threat to his life or body by the Ex-President at any time during the period of 2 years he was running the affairs of APAM.

### RECOMMENDATION

The Commission recommends that all Toni Ghattas' above named companies be liquidated forthwith by the Registrar of Companies based on the findings in this Report.

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<sup>299</sup> See the address of Counsel S.M. Tamedou on the 5<sup>th</sup> September 2018 at lines 90-141, pages 5-7.

<sup>300</sup> See HALBURY'S LAWS OF ENGLAND 3<sup>rd</sup> EDITION VOLUME 8, page 84





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### **17. SIRA WALLY NDOW-NJAI**

#### **A. Background**

Sira Wally Ndow Njai joined the public service as a Cadre Management Analysts at the National Investment Board. In 1996, she was appointed Deputy Managing Director National Water and Electricity Company Ltd (NAWEC) until 2009. She was Minister of Energy from December 2009 to June 2010. She served as Deputy Minister of Petroleum from February 2015 to June 20<sup>th</sup> 2016.

Mrs. Ndow-Njai as Deputy Minister of Petroleum became signatory to the Ministry of Petroleum accounts with the Ex-President and withdrew cash from the accounts.

#### **B. Ministry of Petroleum – Special Services Account No 201/117286-5/2/1/0**

The Ex-President was Minister of Petroleum between 2012 and 2016. Mrs. Sira Wally Ndow-Njai was Deputy Minister from 2015 June February 2016. On the 14<sup>th</sup> April 2015, the above account was opened at Guaranty Trust Bank. The Ex-President and Mrs. Ndow Njai were joint signatories to the account.

The funds paid into the account were licensing bonuses, i.e., penalties imposed for failure to meet deadlines in performance, training and contributions to the resourcing of the Ministry<sup>301</sup>. The total deposits into the account was USD3,884,655.19 and total withdrawal was USD3,856,484. The balance found in the Account is USD817.00.

The Ex-President and Mrs. Ndow Njai co-signed the first withdrawal of USD428,684 which she was told was for a contractor. Thereafter Mrs. Ndow Njai signing alone withdrew cash totalling USD2,142,800 which she said she gave the Ex-President but which he refused to sign for despite follow up on her part. The cash withdrawals are set out below:

<b>DATE</b>	<b>AMOUNT USD</b>	<b>BENEFICIARY</b>	<b>PURPOSE</b>
20/04/2015	300,000	Cash withdrawal for Office of the President	Pay some contractor for work done for the government of the Gambia.
21/04/2015	128,684	Cash Withdrawal for Office of the President	Contractor for work done for the government of the Gambia.

<sup>301</sup> Petroleum Act/ Regulations on this?



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11/05/2015	500,000	FX Purchase for the Ex - President	
11/05/2015	348,000	Cash Withdrawal for the President	
19/05/2015	500,000	Cash Withdrawal for the Ex-President	
25/06/2015	500,000	Cash Withdrawal	President indicated he had to make payments for the upcoming Pilgrimage.
24/08/2015	297,000	Cash Withdrawal	
23/12/2015	100,000	Cash Withdrawal	Amount was paid to Phillip Sambou who handed it over to the Ex-President.
17/06/2016	197,000	Cash Withdrawal	

USD500,000 was requested for on 25<sup>th</sup> June 2015 by the Ex-President and was delivered to Sanna Jarju.

29th May 2015 an additional withdrawal/payment of USD518,000 (462,500 pounds sterling) was made to KWEN, Bank of KBC in Belgium for Caterpillar Machines. She said she was out of the jurisdiction. On her return, she was contacted by the Bank Managing Director for her signature.

She did not ask Sanna Jarju to issue a receipt for the withdrawals of monies given him on the instructions of the former President; although Mr Jarju confirmed receipt of the monies.

The Commission has made the finding that the opening and operation of the account was illegal and that the account was opened for the purpose of availing Ex-President Jammeh the fund as he wished without accountability. None of the funds was applied for its purpose.

### CRIMINAL LIABILITY

**There is probable cause for finding that Mrs. Sira Wally Ndow Njai enabled the Ex-President or otherwise aided and abetted him to steal all the cash withdrawn from the account.**



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### CIVIL LIABILITY

**Joint liability with the Ex-President for what is shown to have been paid to him. Personal liability is to be borne by Mrs. Ndow Njie for the rest of the funds.**

#### C. Reaction of Mrs. Sira Wally Ndow Njai

Mrs. Ndow Njai testified that she was aware that Ministers are not allowed to be signatories to accounts, and put up an initial objection to being signatory, but was instructed and forced to be a signatory by the Ex-President. The Ex-President was Petroleum Minister at the time<sup>302</sup>. She admitted this account should have been opened at the Central Bank and that the consent of the Ministry of Finance wasn't sought prior to opening the account<sup>303</sup>. She admitted that being signatory meant 'reluctantly' taking responsibility for the funds but that there was no way she could refuse the directions of the former President.<sup>304</sup>

The Commission notes that even when she was out of the country she arranged with the bank for the Ex-President to withdraw cash from the account.

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<sup>302</sup> *Ibid*, p.5

<sup>303</sup> *Ibid* 47, p. 9

<sup>304</sup> *Ibid* 47, p. 10



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### **18. AMADOU COLLEY**

#### **A. Background**

Mr. Amadou Colley (Witness No. 43) started his career at the Gambia Commercial and Development Bank as a Junior Officer until 1985; in 1989 after his studies, he was appointed **auditor** at the National Audit Office; in 1992, office accountant CBG; December 2005 Assistant Director, 2006 Director of Banking Department; then Governor from 3<sup>rd</sup> December 2010 to 8<sup>th</sup> May 2017.<sup>305</sup>

#### **B. Functions of the Governor**

The Governor is responsible for managing the Affairs of the Bank<sup>306</sup>. He is also the Chairman of **the** Board of Directors. The Board is responsible for the observance of the objects of the Bank and its general administration and formulates policies necessary for the achievement of the objects of the Bank<sup>307</sup>. As the Governor of the CBG, Mr. Colley's primary duty was to uphold and enforce the provisions of the Constitution<sup>308</sup>.

Abdou A.B. Njie (Witness No. 216), the former Governor of CBG from 1989 to October 1994, testified that the Governor does not have the power to authorize payments from Government funds. The Accountant General has to issue directives or instructions to the Banking Department at the CBG for Government funds to be released. The responsibility of the Governor is to coordinate, supervise and ensure that all the Central Banking functions are working effectively. All requests for payments must come through the Accountant General to the CBG<sup>309</sup>. In terms of OP, there were no accounts opened and operated by OP by CBG during his tenure. He said even the so called "Below the Line Accounts", (most of which were closed with the help of IMF) were managed by the Accountant General.<sup>310</sup>

Mr. Abdou Njie further testified that the President and Ministers cannot be signatories to Official Accounts. Even where funds are available within the Ministry, it's the Permanent

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<sup>305</sup> Transcript of Amadou Colley on 19<sup>th</sup> September 2017 (B)U page 2.

<sup>306</sup> See section 20 (b)(i) of the Central Bank Act 2005.

<sup>307</sup> Section 11 of the Central Bank of The Gambia Act CAP.79:01

<sup>308</sup> Section 161(4) and (5) states that the Central "Bank shall promote and encourage sustainable economic development and the efficient utilization of the resources of the Gambia, and to ensure that money paid to or receive for on behalf of the Government is recorded in proper books of Accounts in accordance with recognize accounting standard. And further ensure that all withdrawals from the various government accounts with itself are properly authorized in accordance with the Constitution and any other Act of the National Assembly".

<sup>309</sup> Transcript of Abdou Njie on 20/07/2018 (Q)I

<sup>310</sup> Ibid Abdou Njie on 20/07/2018 (Q)I



## The Commission of Inquiry

Secretary who is designated as the Accounting Officer; who signs and takes all the decisions. The ministers' mandate is to deal with broad policy and major issues.<sup>311</sup>

### C. Involvement of the Governor in Ex-President's Financial Dealings.

CBG is sole banker of the Government and the principal depository bank for all the funds raised for or on behalf of Government. Mr. Colley, as Governor, presided over a CBG that allowed it to become involved in the financial dealings of the Ex-President to the extent where he was facilitated direct access to Government funds in CBG custody.

#### C.1. Opening of accounts for OP.

Mr. Colley testified that he was not aware of any rule anywhere which allowed the President to operate Accounts in the CBG and there were no precedents. When he worked at the CBG during the First Republic, there was no practice of the President operating accounts at the CBG. According to Amadou Colley there is no policy document which prescribes how accounts should be opened, except for one old Manual. The old Manual states that, it is the Accountant General that would make a request to CBG to open a Government Account. Mr. Colley said the old Manual was not followed because of the change in technology.

The evidence is that OP under the Ex-President operated 18 accounts. Some of these were opened at the initiative of OP. Some were annexed after they were opened.

The Commission finds that Mr. Colley as Governor of the CBG should take responsibility in respect of the following:

#### 1. STATE AIRCRAFT ACCOUNT – A/C No. 09201200525

The Commission notes that by Section 161 (5) of the 1997 Constitution, the CBG shall ensure that all withdrawals from the various accounts are properly authorized in accordance with the Constitution and any Act of the National Assembly.

The Ex-President and Mr. Mambury Njie were the signatories to the account. The Ex-President signing alone was allowed to withdraw cash in the total sum of EUR 2,000,3190.97 based on written instructions issued to the Governor of the Central Bank

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<sup>311</sup> See the Evidence of Abdou Njie on 20/07/2018 (Q)I



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and collected by Protocol Officer 'Ms. Fatou Njie' (Witness No. 71) in three transactions in November 2011<sup>312</sup>.

### CRIMINAL LIABILITY

**Mr. Colley aided and abetted the Ex-President in the theft and was therefore a party to the offence.**

**Mr. Colley failed in his duty to uphold the Constitution and wilfully disobeyed Section 161(5) of the Constitution contrary to section 115 of the Criminal Code and Section 113 – Neglect of official duty.**

### CIVIL LIABILITY

**Joint liability for the funds withdrawn.**

B.2 SPECIAL PROJECT ACCOUNT (VISION 2016) – a/c no. 1103002074

(1) The Ex-President was the sole signatory to the Account. The Governor allowed monies to be withdrawn from this account without receiving any authorisation from the Ex-President. Many of these were by SMS text messages from August 2015 to January 2017 sent to the cell phone of the CBG Governor Colley to facilitate withdrawals for General Sulayman Badjie. General Sulayman Badjie was allowed to withdraw USD9,249,827 from the account without any authorisation from the signatory.

Some instructions to CBG were written on plain paper requesting for cash payment to be made purportedly on the order of Ex-President Jammeh. Headings stating 'Request for Payment' and 'Payment Certificate' were indicated on the Plain paper, signed by the Recipient of the physical cash and a Bank official. Individuals monies were paid to, using this practice of writing issues on plain paper were Gen. Sulayman Badjie, Nuha Williams Jammeh, Brigadier Ansumana Tamba, Lt. Col. Modou Lamin Mendy, Edward Mendy and Borrie L. S. Kolley.

### CRIMINAL LIABILITY

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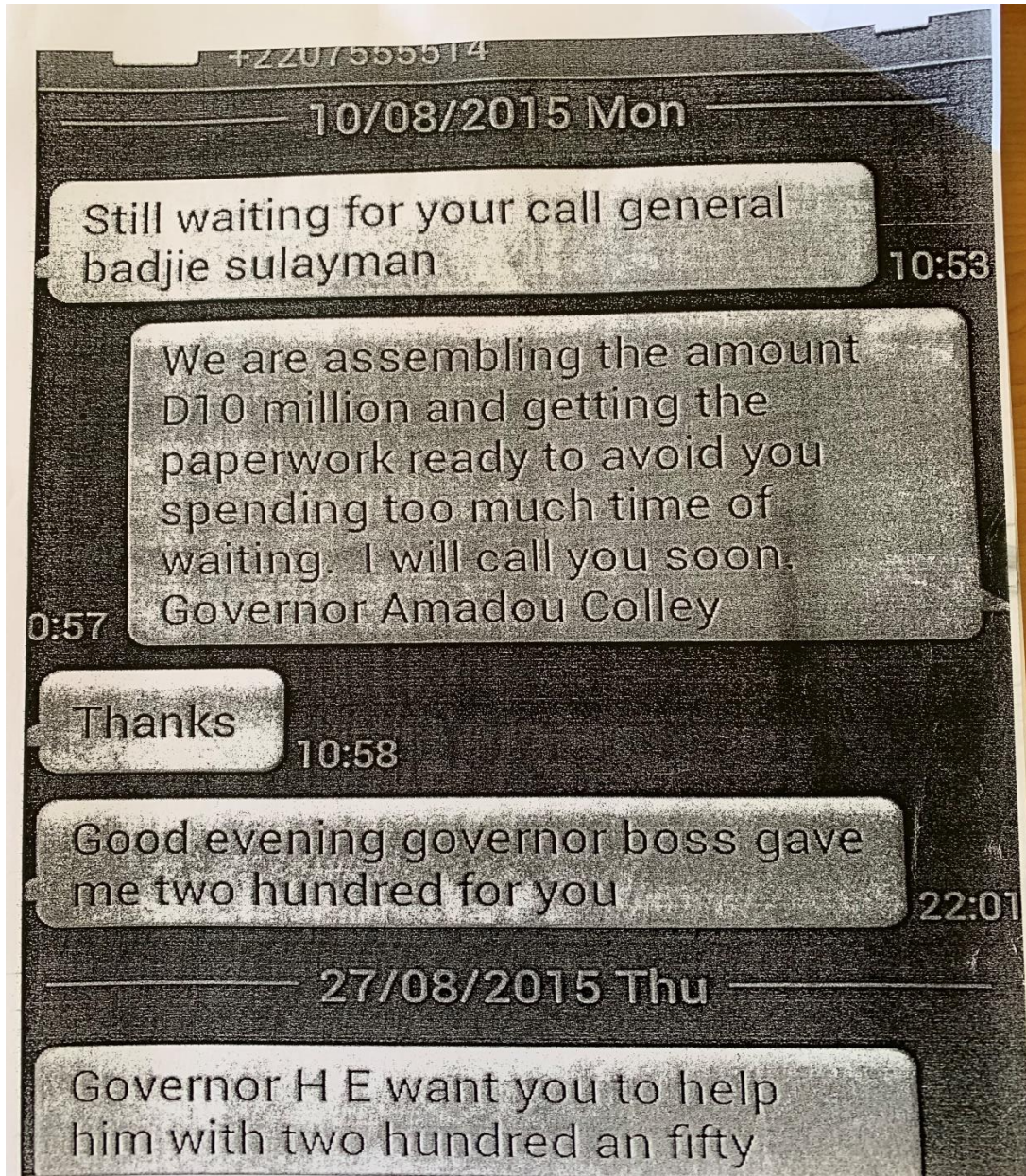
<sup>312</sup> Exhibit CB32 (bundle)



## The Commission of Inquiry

### Aiding and abetting the theft of USD9,249,827 from the CBG

(2) In one of the SMS messages dated 10<sup>th</sup> August 2015, it was communicated to the Governor that “boss” had given him D200,000. Based on Mr. Amadou Colley’s Witness Statement, he explained that he was to change the GMD200,000 into smaller denominations of fresh notes and coins. However the Commission finds this doubtful.





## **The Commission of Inquiry**

There is probable cause for holding that the offence of official corruption was committed contrary to section 88 based on the text.

(3) CBG gave OP a loan of USD2 Million, equivalent to D88 Million, for the Acquisition of Tents for Office of the President. There was no signed credit facility agreement. The granting of the loan did not go through any process. In order to recover the funds, treasury bills were issued to raise funds and monthly repayments made by CBG to recover the amount.

### **Criminal Liability**

**Probable that a theft was committed within the meaning of Section 245 of the Criminal Code**

**Probable cause for holding Mr. Colley liable for Committed Economic Crimes**

### **CIVIL LIABILITY**

**An Officer or employee of the Bank is liable for loss or damage suffered by the Bank as a result of any wilful default or negligence of that Officer or employee of the Bank. See section 28 of the CBG Act.**

(4) The Special Project Fund (Vision 2016) account was overdrawn by USD21,803.27 as at 23<sup>rd</sup> June 2016. This is non-compliance with Section 220 of the Financial Instruction 2004 which states that 'Government accounts must not be overdrawn and no temporary advance can be obtained'.

### **Criminal Liability**

**Probable that an offence committed under section 115 of the Criminal Code**

### **CIVIL LIABILITY**

**An Officer or employee of the Bank is liable for loss or damage suffered by the Bank as a result of any wilful default or negligence of that Officer or employee of the Bank. See section 28 of the CBG Act.**





## The Commission of Inquiry

### **B.3. INTERNATIONAL GATEWAY ACCOUNT – A/C No. 11033001840**

CBG was informed by OP that the two signatories to the account were Messrs. Momodou Sabally and Noah Touray. CBG allowed Momodou Sabally signing alone to authorize payments. The Commission finds that the total sums of USD750,000 received by Buba I. Demba; D1 million and USD70,000 received by Makam Bah based on similar instructions cashed on the sole authority of Momodou Sabally, in his capacity as Secretary General has not been accounted for.

#### **CRIMINAL LIABILITY**

**Probable that an offence was committed under section 115 of the Criminal Code.**

**Aiding and abetting theft of the said sums**

#### **CIVIL LIABILITY**

**Joint liability with Momodou Sabally for the said sum.**

### **C. CASH WITHDRAWALS BY THE EX-PRESIDENT**

The Ex-President was allowed by the Governor to withdraw cash without following any procedure.

There is probable cause for holding that Mr. Colley is party to the theft committed by the Ex-President.

#### **D. Mr. Colley's reaction to the evidence**

Mr. Colley testified that he was not aware of any rule anywhere which allows the President to operate Accounts in the Central Bank and there were no precedents. Even when he worked at the Central Bank during the first Republic, there was no practice of the President operating Accounts at the Central Bank.

He also confirmed that as the Governor of the Central Bank he was not answerable to any Officer in the National Army. Therefore, he had no mandate to give monies to Army Officers especially when they appear without authority from the Account holder or the signatories to the Account.<sup>313</sup>

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<sup>313</sup> See the Evidence of Amadou Colley on 19/09/2017 (B)U



## **The Commission of Inquiry**

He admitted that there was no policy, guidelines or rules that would permit the Central Bank to hand over monies to persons without proper signatures to regularize the transactions. He further stated that there were times when requests from the Office of the President came in the form of notes or calls, where the Officers sending the note or making the call would indicate that documentation would be submitted later.<sup>314</sup>

He said he found the practices he continued in place when his predecessors had allowed the Ex-President to withdraw money from the Bank. He could not or refused to give any facts of such past occurrences. He said he felt obliged to act as he did giving the risk of refusing. The Commission is of the view that Mr Colley had every opportunity to remove himself from the threat he felt he was operating under.

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<sup>314</sup> See the Transcript of Amadou Colley on 19/09/2017 (B)U



## The Commission of Inquiry

### 19. BASIRU NJIE

#### Background

Basiru Njie worked at the Central Bank for about 25 years from October 1992. He started as a Senior Economist and rose through the ranks to the position of Principal Economist, then Deputy Director of Economic Research, Director of Economic Research; in 2006, he was appointed Second Deputy Governor responsible for financial stability. In 2007, he was appointed First Deputy Governor, a position he occupied until his service was terminated in May 2017.<sup>315</sup>

Mr. Njie testified that, as First Deputy Governor, his primary duty was to ensure Financial Stability. He also acted as Governor in the absence of the Governor. He said he was also responsible for policies with regards to the financial sector; banking and insurance issues. He was not a member of the Board but sat in the Board as an invitee<sup>316</sup>.

#### D. Accounts opened by the OP

According to Basiru Njie, he was not aware of the Accounts opened by OP until a taskforce established by the Governor listed the number of accounts, name of accounts, customer, the currency, the product, opening authority, controlling authority, account balance status, and the signatories to the accounts, and a copy of the document was provided to him. That was when he became aware that the Accounts opened and operated by OP were 22<sup>317</sup>. He said the Accounts were never featured in their audited accounts or their internal audit reports. He said he was not involved in the opening of these accounts. His focus was to ensure safety and soundness of the banking system.<sup>318</sup>

#### E. Payments Authorized by Basiru Njie

Mr. Basiru Njie admitted he was aware of the Special Project Vision 2016 Account No. 1103002074. Mr. Njie confirmed that he authorized quite a number of payments from this account where Officers like General Sulayman Badjie, Momodou Lamin Mendy,

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<sup>315</sup> Testimony of Basiru Njie on 19/09/2017 (B)V

<sup>316</sup> Act No. 14 OF 2005 CAP. 79:01. Section 22 of the Central Bank Act 2005, (1) the Deputy Governors shall assist the Governor in the performance of the functions of the Governor under this Act in such area as the Governor may, in consultation with the Board, determine; and (2) in the absence of the Governor, the First Deputy Governor shall perform the functions of the Governor under this Act.

<sup>317</sup> See the evidence of Basiru Njie on 19/09/2017 (B)V

<sup>318</sup> See the evidence of Basiru Njie on 19/09/2017 (B)V



## The Commission of Inquiry

Lieutenant Buba Jammeh, and Lieutenant Nuha Williams Jammeh claimed to have been directed by the Office of the President to receive monies<sup>319</sup>.

In most of these claims, the Commission notes Basiru Njie as the First Deputy Governor always said “*please effect payment signed Basiru Njie*”.

Mr. Njie authorized.

<b>Transaction Date</b>	<b>Amount</b>	<b>Payment Request</b>
9/11/2015	D21,000,000	Signed by General Saul Badjie
10/11/2015	USD100,000	Modou Lamin Mendy
10/11/2015	USD529,500.76 equivalent of D21,000,000	Dalasi General Saul Badjie
16/11/2015	D21,000,000	General Saul Badjie
18/11/2015	USD532,319.39 equivalent D21,000,000	Dalasi General Saul Badjie
1/12/2015	USD100,000	Lieutenant Buba Jammeh
3/12/2015	USD529,901.59	General Saul Badjie
22/12/2015	USD700,000	General Saul Badjie

There was no evidence that he was in personal contact with General Badjie. However, Mr Njie was under a duty to apply the correct procedure and the law. He is fully responsible for actions taken by him in the absence of the Governor. Clearly, he was following the wrong procedures instituted by the Governor Amadou Colley instead of correcting them.

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<sup>319</sup> see Exhibit CB20



## **The Commission of Inquiry**

### **CRIMINAL LIABILITY**

**Breach of Section 161 (5) of the 1997 Constitution, the Central Bank shall ensure that all withdrawals from the various Accounts are properly authorized in accordance with the Constitution and any Act of the National Assembly contrary to section.**

**Assisting the misappropriation of public funds by the Ex-President**

#### **F. Reaction of Mr. Njie to the Evidence**

Mr. Njie said he authorized payments without written authority from the signatory to the account of the Ex-President who was the sole signatory because General and Co would not have come to the Central Bank if they were not sent by the President to receive the money. And the fact of the matter is, they were operating in an abnormal environment. Mr. Njie claimed the Ex-President had absolute control of the Accounts and the Bank was sending statements to him. The Bank usually sent printouts of the statement of accounts operated by the Office of the President to the Office of the President<sup>320</sup>.

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<sup>320</sup> See the evidence of Basiru Njie on 19/09/2017 (B)V



## The Commission of Inquiry

### **20. OUMIE SAVAGE SAMBA**

#### **A. Background**

Oumie Savage Samba (Witness No.45) testified that she started work at the Central Bank in January 1984 as a graduate Banking Officer. In 1989, she was transferred to the Finance Department where she started as an Accountant, then Senior Accountant, Principal Accountant and then Director of Finance; she was appointed Second Deputy Governor in 2007, a position she held for 10 years until her service was terminated on the 8<sup>th</sup> May 2017.<sup>1</sup>

Oumie Samba testified that as Second Deputy Governor she was responsible for the Finance Department, Admin Department, Banking Department, and Information Technology Department. She said previously there was only one General Manager and the position was split into two Deputy Governors when Famara Jatta was the Governor<sup>1</sup>.

Mrs. Samba testified that the Banking and Finance Department were responsible for the opening and operations of Government Accounts; Finance dealt with the Foreign Currency transactions and Banking dealt with Gambian Dalasi transactions<sup>1</sup>.

According to Karamo Jawara, the Second Deputy Governor is in charge of operations in the Bank. Normally, all letters relating to operations are addressed to the Second Deputy Governor. If addressed to the Governor, it is still minuted down to the Second Deputy Governor.<sup>1</sup> This suggests that all payment requests from OP passed through Oumie Samba as the Second Deputy Governor.

#### **B. Opening of Accounts by OP**

Oumie Samba confirmed she was aware of the accounts opened and operated by the OP. She said the practice had been that the request to open an account came from the Accountant General, but there were Accounts opened by OP without going through the Accountant General. She admitted that whether the request came from the Accountant General or OP, she would always minute to either the Director of Banking or the Director of Finance to open the Accounts. She said she is not aware of any law rule which allowed the President to open Accounts without the Accountant General or be a signatory to any Account. She confirmed she still went ahead and authorized the opening of Accounts when the request came from OP<sup>1</sup>.



## The Commission of Inquiry

### C. Payments Authorized by Mrs. Samba

Mrs. Samba confirmed that she had authorized payments from the Vision 2016 Account a/c no. 1103002074 and the International Gateway Account etc.<sup>1</sup> in the absence of the Governor, without authority from the signatory to the Accounts.

Mrs. Samba authorized the following cash withdrawal from Vision 2016 Account a/c no. 1103002074, without authority from the signatory to the account.

Transaction Date	Amount	Payment Request
15/07/2014	USD300,000 equivalent of D12,579,000	Ex-President Jammeh
14/07/2014	USD700,000 equivalent of D29,477,000	Ex-President Jammeh
	USD600,000 equivalent of D25,266,000	Ex-President Jammeh
31/07/2014	USD700,000 equivalent of D29,036,000 & USD300,000 equivalent of D12,444,000	Ex-President Jammeh
17/09/2014	USD700,000 equivalent of D29,813,000	Ex-President Jammeh
30/9/2014	USD700,000 equivalent of D29,757,000	Ex-President Jammeh
13/01/2016	USD300,000 equivalent of D29,757,000	General Sulayman Badjie
01/09/2016	USD200,000 equivalent of D9,146,000	Ex-President Jammeh
27/09/2016	USD500,000	Ex-President Jammeh

### D. Accounts illegally operated by OP

An example is the INTERNATIONAL GATEWAY ACCOUNT – a/c no. 11033001840 was opened by the Directorate of Treasury but it was OP that supplied the signatories and was allowed to operate the account.



## **The Commission of Inquiry**

### **E. Accounts Operated without the correct signatories**

- (1) Ex-President Jammeh was not a signatory to the International Gateway Account but he was allowed to authorize payments from the account including the withdrawal of USD1 Million cash.
- (2) Momodou Sabally was allowed to authorize payments even though he was not the only signatory to the account.

### **Criminal Liability**

**Breach of Section 161 (5) of the 1997 Constitution, the Central Bank shall ensure that all withdrawals from the various Accounts are properly authorized in accordance with the Constitution and any Act of the National Assembly contrary to section 115 of the Criminal Code and section 113 – Neglect of official duty.**

**Assisting the misappropriation of public funds from the accounts from which she authorised cash payments as Second Deputy Governor.**





## The Commission of Inquiry

### **21. BABOUCARR SANYANG**

#### **1. Background**

Baboucarr Sanyang's career at GAMTEL started in 1980; he rose through the ranks and eventually became the Managing Director in 2011. Prior to being the Managing Director he served as Director of Outside Plant from 2007 to 2009 and was subsequently appointed Deputy Managing Director in September 2009. His services were terminated in August 2013 for a short period, he was arrested and detained and subsequently reinstated. His services were terminated again in March 2017<sup>321</sup>.

#### **2. Financial Dealings**

During his tenure as Managing Director, Baboucarr Sanyang took several unilateral decisions without involving the Gamtel Board or seeking approval from the Board.

##### **A. MGI Contract**

Baboucarr Sanyang was instrumental in the process leading to the award of the gateway management contract to MGI Telecom. He personally accompanied Ilija Reymond, one of the MGI Partners to Kanilai in 2012 and they had a meeting with Njogu Bah, the Secretary General at the time. Baboucarr Sanyang claims that he gave Ilija Reymond "a lift" to Kanilai. He claims that he was not involved in the follow ups<sup>322</sup>. The evidence of Njogu Bah is that Ex-President Jammeh asked for an incentive of USD10 million and Baboucarr Sanyang was aware because the message was passed through him. MGI offered USD2 million.

In September 2013, Baboucarr Sanyang wrote to carriers abroad and instructed them to re-route all calls destined for the Gambia through MGI. During this period, there was no existing contract between MGI and the Gambia government or Gamtel. Furthermore, Baboucarr Sanyang took the unilateral decision to reroute the calls without seeking Board approval<sup>323</sup>. This indicates that Baboucarr Sanyang already had established business ties with MGI Telecom before they were awarded the contract.

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<sup>321</sup> Transcript of Baboucarr Sanyang dated 5<sup>th</sup> February 2018

<sup>322</sup> Supra note 2

<sup>323</sup> Transcript of Baboucarr Sanyang dated 7<sup>th</sup> February 2018



## The Commission of Inquiry

The Gateway Management Contract between the Government of The Gambia and MGI Telecom AG was signed by Baboucarr Sanyang<sup>324</sup> on behalf of the Government of The Gambia without legal authority. Mr. Sanyang claims that the Agreement was personally handed over to him by Ex-President Jammeh at the State House. The circumstances surrounding the award of the gateway management to MGI Telecom are only known to Baboucarr Sanyang, Bala Jassey, General Sulayman Badjie, Ex-President Jammeh and MGI Telecom.

The ICT Taskforce reported that the Gateway Management contract was signed in Germany<sup>325</sup>. Baboucarr Sanyang however claims that he signed the agreement in his Office at the Gamtel House in Banjul and then sent it via post for the MGI partners to sign. It is important to state that Baboucarr Sanyang's version of what transpired is illogical, he stated that the agreement was handed over to him in the presence of Ilija Reymond and Martin Keller at State House yet he decided to take it to his office because he did not have the official GAMTEL stamp.

The contract with MGI was signed by Mr. Baboucarr Sanyang then GAMTEL MD on behalf of Government which is deemed to be improper as he did not have the legal mandate to do so. Mr. Sanyang was at that time not a Government employee (i.e. a civil servant) and could not represent Government in such transactions. Instead of the line Ministry, it seemed General Sulayman Badjie was the one guiding the process.

### **B. Unauthorized financing of Projects**

Baboucarr Sanyang signed a Master Service Agreement and several Service Contracts without seeking Board Approval. It was on the basis of the Master Service Agreement and the Service Contracts that MGI deducted a sum of USD26 million from the proceeds of the International Gateway being revenue due to Government of The Gambia.

The Contracts were not reviewed and legal opinion was not sought. GAMTEL Board approval was also not sought. Mr. Sanyang acted on his own in blatant disregard of GPPA procurement rules.

### **C. National Assembly**

In January 2015, GAMTEL was awarded a contract by the National Assembly for the sum of USD644,389.16 equivalent to D28million for the supply, installation and

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<sup>324</sup> SC 56- Management Agreement between MGI Telecom and Government

<sup>325</sup> SC 66- ICT Taskforce Report



## The Commission of Inquiry

commissioning of an IPBX and Data Convergent system with Telephone handsets and accessories. Baboucarr Sanyang subcontracted the contract to Mobicell Blue Ocean Wireless Company Ltd for USD575,808.17 without seeking Board approval or following the laid down procurement rules and he did not inform the National Assembly authority that the contract has been subcontracted.

There was no written contract between GAMTEL and Mobicell Blue Ocean Wireless Company. Gamtel was used as a transit account and all the funds paid in by the National Assembly in respect of the contract was paid out to Mobicell Blue Ocean Wireless Company Ltd. GAMTEL did not benefit in any aspect of the contract, the envisaged markup was not realized due to foreign exchange rate fluctuations. In addition, GAMTEL was subjected to a payment of an additional USD35,000 to Mobicell as Penalty charges.

Baboucarr Sanyang was negligent and his breach of duty caused GAMTEL economic loss. He should therefore be held responsible for the loss.

### D. State House Contracts

He approved the replacement of the telecommunication infrastructure at the State House and committed USD316,000 of GAMTEL funds without seeking Board approval<sup>326</sup>.

### CRIMINAL LIABILITY

There is probable cause for finding that Baboucarr Sanyang:

- (1) With Mobicell Blue Ocean Wireless Ltd, Bala Jassey and General Sulayman Badjie directly or indirectly influenced the award of an international gateway management contract to MGI Telecoms contrary to section 69(b) of the GPPA Act 2013; and section 370 of the Criminal Code on conspiracy to defeat the execution of any Act; and or conspiracy to effect an unlawful purpose.
- (2) MGI Telecoms and their directors and Bala Jassey contravened the GPPA Act by subcontracting contracts, paid for from international gateway revenues, to

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<sup>326</sup> Testimony of Baboucarr Sanyang- dated 7<sup>th</sup> February 2018



## The Commission of Inquiry

Mobicel Blue Ocean Properties and Multimedia Gateway Incorporated, whose value according to MGI Telecom is USD7.9million, without complying with any of the provisions of Part VII of the GPPA Act 2014.

- (3) Committed an offence under section 69 of the GPPA Act, 2014 with regard to the award of State House, and National Assembly contracts to Balla Jassey.

### **CIVIL LIABILITY**

- (4) Mobicel Blue Ocean Wireless, Multimedia Gateway Incorporated and Bala Jassey and Baboucarr Sanyang are jointly and severally liable with MGI Telecom Ag, ILIJA REYMOND AND MARTIN KELLER, to account for the USD7.9 Million alleged to have been spent on the 4 projects financed from international gateway income and executed by Mobicel Blue Ocean Wireless and Multimedia Gateway Incorporated, without complying with the GPPA rules, or accounting for same. The Commission is of the view that their actions were fraudulent they did not disclose to the GAMCEL staff that the funds were from the Gateway revenues. As a result, the GAMCEL Managing Director believed that the funds for the GAMCEL billing system were a grant from MGI Telecoms.
- (5) The sub-contracting of the National Assembly Contract to Mobicel Blue Ocean was unlawful. Baboucar Sanyang did not seek Board approval or GPPA approval. He is liable for all losses suffered by GAMTEL as a result, including the penalty of **USD35,000** paid by GAMTEL to Mobicell Blue to reactivate the call license.



## The Commission of Inquiry

### **22. BALLA JASSEY**

#### **1. Background**

Bala Jassey and his wife are the owners of Mobicell Blue Ocean Wireless Ltd and Multimedia Gateway Incorporation Ltd.

Mobicell Blue Ocean Wireless Company Gambia Limited -Mr. Jassey 90%, Arabiatou Fatty, (his wife) 10%; Multimedia Gateway Incorporation Ltd. - Bala Jassey 95% and Arabiatou Fatty 5%.

Multimedia Gateway Incorporation (MGI Gambia) was incorporated on the 26<sup>th</sup> June 2014, the same year and month that MGI Telecoms was granted the Gateway Management Contract. Multimedia Gateway Incorporation has the same acronym as MGI Telecom. Bala Jassey stated that this seemingly convenient arrangement is only a coincidence<sup>327</sup>. Bala Jassey restructured the shareholding of Mobicell and transferred shares to his wife making them the only shareholders of the company.

Bala Jassey accompanied the MGI Telecom team to Kanilai on the two occasions meetings were arranged with the Ex-President to lobby for the gateway management contract. Bala Jassey while he admitted being present, tried to downplay his role in the process that culminated in the award of the gateway contract, However, Momodou Sabally, the Secretary General at the time, described Bala Jassey as the “lead discussant” in the second meeting. Sabally also stated that Bala Jassey lobbied for the meeting. Bala Jassey confirmed that the meeting that culminated in the contract was attended by Baboucarr Sanyang, Ex-President Jammeh, Momodou Sabally, General Sulayman Badjie and Martin Keller and that the meeting was held at Kanilai and it started around 11pm. The timing of the meeting is a strong indication that Bala Jassey and his MGI partners wanted to carry on business in an informal manner.

#### **2. Sub-contractors for the Management of the Gateway**

After MGI Telecom was awarded the gateway management contract, MGI subcontracted the day to day management of management to Multimedia and Mobicell - “subcontracting of technical and logistic support for the implementation of an international gateway assistance program project.” Bala Jassey describes his role in the gateway management arrangement as purely technical. However, the evidence that Mobicell Blue and Multimedia were responsible for local management of the gateway is

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<sup>327</sup> Bala Jassey Testimony of 22<sup>nd</sup> February 2018



## The Commission of Inquiry

overwhelming. The evidence shows that MGI Telecoms was not based in the Gambia but they had an MGI local team based in the Gambia monitoring the gateway. The local MGI team were people employed by Bala Jassey and Stationed at the ACE Building<sup>328</sup>.

Previous Gateway Managers worked with GAMTEL Engineers but MGI worked with Multimedia and Mobicell. GAMTEL did not have access to the switches<sup>329</sup>. Although Adama Jammeh<sup>330</sup>, the witness that testified on behalf of Bala Jassey claimed otherwise, the engineers that work in his department refuted this claim<sup>331</sup>. Bala Jassey, in his own evidence stated that the technical aspect of the gateway was outsourced to him. When asked whether there was any other management apart from the technical management, his response was "I wouldn't know"<sup>332</sup>.

### 3. Service Contracts Implemented for MGI

Out of the 8 projects listed by MGI Telecom, Bala Jassey admits to have implemented 4. However, Aminatta Sanyang, the Managing Director of Multimedia added the ICT Gambia project, which makes it 5. Mr. Jassey, Mobicell and Multimedia have failed to provide the proposals submitted for each of the four projects which they admit they were involved in. The amounts on the invoices submitted for the respective projects do not tally with the invoices submitted by Bala Jassey. No evidence was led as to manner of awarding these contracts to Mobicell and Multimedia. No contracts were signed for these projects. It would appear that MGI awarded these contracts at their absolute discretion, without regard to local procurement rules or involvement of Government or **GAMTEL** Board.

We cannot ascertain the criteria used to award the contracts to Mobicell and MGI Ltd. The table below shows the difference in the amount deducted from the proceeds of the gateway for the four projects, i.e., USD7.9million and the amount Bala Jassey claims he was paid.

No.	Project	MGI AMOUNT	MOBICELL & MGI LTD AMOUNT
(1)	E-GOVERNMENT	USD950,000	USD950,180

<sup>328</sup> Transcript of Modou Nying.....

<sup>329</sup> Transcript of Sulayman Susso.....

<sup>330</sup> Witness no.....

<sup>331</sup> Modou Nying and Ezel Mendy

<sup>332</sup> Transcript of Bala Jassey dated 22<sup>nd</sup> February 2018 lines 819 to 820



## The Commission of Inquiry

(2)	DEEP POCKET INSPECTION	USD3.7 million	USD622,687,59
(3)	FRAUD DETECTION AND PREVENTION	USD956,000	Not specified
(4)	INTELLIGENT NETWORK MANAGEMENT AND CENTER	USD2.2 Million	Not specified

The figures presented by Mobicell as payments received did not tally with the amounts claimed to have been spent by MGI on these projects<sup>333</sup>. MGI paid Mobicell based on the invoices raised.<sup>334</sup>

The Commission finds that a total of USD7.9 Million remains unaccounted for by MGI AG or Mr. Bala Jassey.

### **National Assembly Contract**

In January 2015, GAMTEL was awarded a contract by the National Assembly for supply, installation and commissioning IPBX and Data Convergent with Telephone handset and accessories for USD644,389.16 equivalent to D28 million<sup>335</sup>. GAMTEL's Managing Director subcontracted the contract to Mobicell without obtaining Board approval and in breach of both GPPA rules and GAMTEL procurement rules.

No agreement was signed to indicate the terms of the subcontract. GAMTEL engineers indicated that they had the capacity to carry out the project. GAMTEL ended up paying all the money received from the National Assembly to Mobicell. GAMTEL as an institution did not benefit from the contract.

No argument or plausible explanation can be given to justify the subcontracting of a D28 million contract to Mobicell based on an "Oral contract" and without following the procurement rules of GAMTEL and seeking board approval. Furthermore, GAMTEL did not inform the National Assembly that the contract was being subcontracted to Mobicell. GPPA approval was sought and granted for Gamtel to be awarded this contract.

<sup>333</sup> Transcript of Mr. Bala Jassey dated 20<sup>th</sup> March 2018

<sup>334</sup> Transcript of Mr. Bala Jassey dated 20<sup>th</sup> March 2018

<sup>335</sup> Transcript of Baboucarr Sanyang dated 5<sup>th</sup> February 2018



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As a result of the irregular subcontract GAMTEL made no margin but instead had to pay USD35,000 extra as penalty for late payment

### **Illegal incentives to the Ex-President**

On the 25<sup>th</sup> June 2015, USD3,642,000 was transferred from Mobicell Blue's bank account no. 901100150025033 at GTB to TK Xport in Dubai for the purchasing of agricultural materials. Details on GTB's Foreign funds transfer request form stated 'Purchase of Vision 2016 Farm Equipment'.

Based on the evidence, one can infer that the USD3,642,000 paid from Mobicell Blue's account to TK Xport for Vision 2016 farming equipment based on requests from Ex-President Jammeh's orderly and Chief of Protocol was a bribe to Ex-President Jammeh. Individuals do not give loans to governments, so for Mr. Jassey to testify that the money was a loan to Gambia Government is absurd.

From the timing of the payments into the account from MGI Telecom -USD1.214 Million and USD1.2 Million from MGI Swiss on the 24<sup>th</sup> and 26<sup>th</sup> June 2015 to make up a total of the USD3.6 Million requested by the Ex-President- it is most probable that MGI Telecom AG through its directors/partners, Martin Keller and Ilija Reymond, paid the said bribe jointly and severally with Mobicell Blue Ocean Wireless through Mr. Bala Jassey.

From the foregoing, the Commission also believes the evidence of Njogou Bah that the Ex-President requested a bribe<sup>336</sup>, and that a bribe was paid to the Ex-President to award the International gateway management contract to them.

### **CRIMINAL LIABILITY**

There is probable cause for finding that Mobicell Blue Ocean Wireless Ltd and Bala Jassey:

corruptly contributed the sum of USD1,186,000 which together with the USD1.214 Million and USD1.2 Million transferred from MGI Telecom Ag bank accounts on the 24<sup>th</sup> and 26<sup>th</sup> June 2015 into the Mobicell Blue Ocean Wireless Ltd Account at Guaranty Trust Bank made up the sum of USD3.6 Million requested by Ex-President Jammeh from Bala Jassey, which sum was paid to the Ex-President contrary to section 360 (b) and 362 of the Criminal Code on Corrupt practices.

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<sup>336</sup> Transcript of Njogu Bah dated 29<sup>th</sup> January 2018





## The Commission of Inquiry

The Attorney General is, by Section 363 of the Criminal Code, required to give his consent to any prosecution under section 360.

- (a) Baboucarr Sanyang and General Sulayman Badjie directly or indirectly influenced the award of an international gateway management contract to MGI Telecoms contrary to section 69(b) of the GPPA Act 2013; and section 370 of the Criminal Code on conspiracy to defeat the execution of any Act; and or conspiracy to effect an unlawful purpose.
  
- (a) Baboucarr Sanyang MGI Telecoms and their directors contravened GPPA Act by subcontracting contracts, paid for from international gateway revenues, to Mobicel Blue Ocean Properties and Multimedia Gateway Incorporated, whose value according to MGI Telecom is USD7.9million without complying with any of the provisions of Part VII of the GPPA Act 2014.

### CIVIL LIABILITY

- (6) Bribery is both a criminal and civil wrong and both the person bribed and the person giving the bribe are liable for the amount of the bribe. The Commission finds that the sum of **USD3.6 Million** given to Ex-President Jammeh is recoverable from Bala Jassey, Mobicel Blue Ocean Wireless Ltd., MGI Swiss, Messrs. Martin Keller and Ilija Reymond and the Ex-President, jointly and severally.
  
- (7) Mobicel Blue Ocean Wireless, Multimedia Gateway Incorporated and Bala Jassey are jointly and severally liable with MGI Telecom Ag, ILIJA REYMOND AND MARTIN KELLER, to account for the USD7.9 Million alleged to have been spent on the 4 projects financed from international gateway income and executed by Mobicel Blue Ocean Wireless and Multimedia Gateway Incorporated, without complying with the GPPA rules, or accounting for same. The Commission is of the view that their actions were fraudulent they did not disclose to the GAMCEL staff that the funds were from the Gateway revenues. As a result, the GAMCEL Managing Director believed that the funds for the Gamcel billing system were a grant from MGI Telecoms.



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### **23. NJOGOU L. BAH**

#### **A. Background**

Dr. Njogou Bah (Witness No. 20) testified that he started his career in the Civil Service in 2005 as Senior Assistant Secretary at the Ministry of Foreign Affairs. He served as Principal Assistant Secretary OP, Deputy Permanent Secretary OP; Permanent Secretary No. 2 OP; 2008 to 2009 Permanent Secretary No 1 OP; 2010 Secretary to the Cabinet; 2010 deployed to the Ministry of Works as Deputy Minister then Minister of works after one week; June 3<sup>rd</sup> 2010 to March 29<sup>th</sup> 2011 he was brought back as SG; March 2011 to December 2011 he was redeployed as Minister of works; December 2011 to May 2012 he was SG again; whilst serving as SG in he was appointed Minister of Petroleum for 2 months; January to June 2013 he was SG; and June 11<sup>th</sup> 2013 he was relieved of his office. <sup>[1]</sup>

Dr. Bah as Secretary General, OP was signatory to various public accounts and was also involved in the withdrawal of public funds and other matters concerning the Ex-President before he was SG.

#### **B. DEALINGS WITH PUBLIC ACCOUNTS**

##### **B.1. STATE AIRCRAFT ACCOUNT A/C No: 09201200525**

Mr. Bah said as Minister of Works he travelled with Mr. Mambury Njie then Minister of Finance to Qatar as special envoy to seek funds to purchase an aircraft. However, after the trip he never heard about the Qataris reactions in respect of the said visit. Subsequently, he heard that funds were provided<sup>337</sup>.

Funds totalling EUR1,000,000 were transferred to Global Trading Group NV<sup>338</sup> (GTG) through KBC Bank, Brussels, Belgium for the purchase of an aircraft. The said purchase was, however, not made. GTG said OP authorized them to apply the funds to pay for invoices of Kanilai Family Farms. This posed a problem for GTG because their auditors picked up the issue and reported it to the Belgian Police. They needed to regularize the situation. Dr. Bah said he was approached by Manhal an employee of GTG to write a letter authorizing GTG to use the funds for the aircraft to offset bills incurred by KFF. He testified that he confirmed this with the Ex-President and wrote the letter dated 12<sup>th</sup> January 2012, instructing Global Trading Group NV<sup>339</sup> to apply Eur1,000,000 of the

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<sup>337</sup> Transcript of 26<sup>th</sup> September 2017.

<sup>338</sup> Address- of Franklin 39 2<sup>nd</sup> Floor, 2000 Antwerp, Belgium, A Belgian Company owned by Messrs. Mohammed Bazzi and Fadi Mazegi

<sup>339</sup> Exhibit MS153



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funds to the “running account of Kanilai Family Farms with GTG” in order to regularize the diverting of the EUR1 million to KFF invoices. He said there was no minute to that effect from the Ex-President. The instructions were verbal. The Commission has found that there is probable cause for holding that the diverting of the sum of Euros 1,000,000 by GTG and EAGL was a theft of public funds by the directors of EAGL contrary to section 245(e) of the Criminal Code.

**CRIMINAL LIABILITY:** The diverting of the EUR1,000,000 was facilitated by Dr. Njogou Bah. There is probable cause for holding that he was a party to the offence within the meaning of section 23 of the Criminal Code.

**CIVIL LIABILITY:** He is jointly and severally liable for the restitution of the said sum of EUR1,000,000.00.

### **B.2 CARNEGIE MINERAL ACCOUNT A/C No: 01201200366**

Evidence shows that on the 1<sup>st</sup> of March 2011, Dr. Bah wrote a letter to the Director of Treasury to debit USD500,000 from the Carnegie Mineral Account<sup>340</sup>. According to Mr. Bah he was instructed by the Ex-president to write to the Directorate of Treasury to provide the funds and the reason that was given to them was that the funds was meant resolve an urgent State matter.

He said he gave the money to the Ex-President in the presence of the orderly. Given the fact that this request was made through formal channels the Commission has no reason to disbelieve Dr. Bah when he said he gave the funds to Ex-President. However, there **was no provision in FI which allows accounting officers to withdraw cash and hand it to the President. The Ex-President was not a signatory to this account, and the Commission finds that cash withdrawn was made with the full knowledge that he intended to misappropriate same.**

#### **CRIMINAL LIABILITY:**

There is probable cause for finding that Dr. Bah assisted the Ex-President in the theft of USD500,000 equivalent to D14,400,000 at the time.

#### **CIVIL LIABILITY:**

He is jointly liable for the sum USD500,000 equivalent to D14,400,000

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<sup>340</sup> See Exhibit MS 57



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### **B.3 Construction of Kanilai Recording Studio and Conference Centre<sup>341</sup> - A/C No. 01201200407/ 1101002939**

Dr. Bah was a signatory to this account as SG General. Cash withdrawals were made from the account. The Commission finds that the total cash of D4,557,400 withdrawn by Secretary General Njogou Bah was not accounted for.

**CIVIL LIABILITY:** Secretary General Njogou Bah remains accountable for these sums jointly and severally with the Ex-President and ought to be recovered from them.

### **B.4. TAX RECOVERY ACCOUNT A/C No: 00110012838501**

On the 8<sup>th</sup> June 2012<sup>342</sup>, Secretary General Njogou L. Bah wrote to the Guaranty Trust Bank to open the Gambia Revenue Recovery Account indicating that the Ex-President and Secretary General Bah were to be the signatories to the Account. Another letter was sent on 12<sup>th</sup> September 2012 from the Secretary General Njogou Bah to the Managing Director of Guaranty Trust Bank conveying the authorization that henceforth, any one of the two signatories could sign to effect a transaction on the account. The Commissioner General of The Gambia Revenue Authority, Mr. Yankuba Darboe (Witness No. 3), and The Accountant General, Mr. Momodou Lamin Bah (Witness No. 6), have confirmed that they were not aware, or consulted in the opening, of the accounts.

Dr. Bah made the following cash withdrawals:

Transaction Date	Beneficiary[Supplier]	Amount
12/09/2012	NJOGOU L. BAH	GMD 201,000.00
12/09/2012	NJOGOU L. BAH	GMD 46,194
20/09/2012	NJOGOU L. BAH	GMD 8,625,000.00 <sup>343</sup>
28/09/2012	NJOGOU L. BAH	GMD 1,931,277.00
30/11/2012	NJOGOU L. BAH	GMD 4,733,138.00

The Commission finds that the opening and operation of these accounts were illegal. The Commission believes that they were opened for the purpose of enabling the Ex-President to use the resources which he or OP held as he wished without accountability.

<sup>341</sup> Exhibit CB36

<sup>342</sup> Exhibit BB33

<sup>343</sup> Transcript of Mr. Njogou Bah dated 26<sup>th</sup> September 2017. He said money was withdrawn for the First Lady's travels



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**CIVIL LIABILITY:** The Commission finds that Ex-President Jammeh and Njogou L. Bah are jointly liable for **D15,536,609.00 cash withdrawal and D946,834.92 for payments deemed to be ineligible.**

### **B.5 KANILAI INTERNATIONAL FESTIVAL TRIBUTE TO MICHEAL JACKSON ACCOUNT – a/c no. 11011733601**

Evidence shows Mr. Bah, the Ex-President and one Mrs. Mariam Khan were signatories to this account and that significant payments were made from this account in respect of an event to be hosted in The Gambia by Mr. Jermaine Jackson, the brother of Michael Jackson. D10,916,250 of public funds were spent on this event which funds could have been put to better use.

An Imprest of D3 million was approved by the MOFEA and paid to Dr. Njogou Bah by cheque dated 9<sup>th</sup> June 2010. Dr. Njogou Bah explained that D2,250,000 was paid for a chartered flight for Mr. Jackson's team. D650,000 was paid cash to Mr. Baboucarr Bah for foreign exchange for the Ex -President.

#### **CRIMINAL LIABILITY**

The D650,000 cash paid to the Ex-President was a misappropriation of the funds and there is probable cause for holding that the sum was stolen, aided and abetted by Dr Njogou Bah.

**CIVIL LIABILITY:** Joint and several liability for the D650,000 cash paid to the Ex-President

### **B.6. NATIONAL SECURITY ACCOUNT A/C No:**

Mr. Njogu Bah and the Ex-President were signatories to this account<sup>344</sup>. A total sum of USD2.9 Million was paid to this account by ROC Taiwan. Dr. Bah wrote and signed a letter addressed to Trust Bank Gambia Limited to pay USD2.1 Million into the Dollar Account and the rest which amounted to USD821,317 to be cashed in Dalasi and be paid to one Modou Sowe (Cadet Protocol Officer). Mr. Bah said that when the money was cashed and received he handed it over to the Ex-president.

The Commission finds that there is probable cause for holding that the total sum of D4,200,000 and USD50,000 withdrawn by Ex-President Jammeh and Secretary General Mr. Njogou L. Bah was money stolen by the Ex-President within the definition

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<sup>344</sup> See Exhibit BB76



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of stealing under section 245(e) of the Criminal Code. The said sums are recoverable from them jointly and severally.

**CRIMINAL LIABILITY: Aiding and abetting theft of USD1,056,841.77, D4,200,000 and USD50,000 withdrawn by Ex - President Jammeh.**

### B.7. 2.1.1 MRI PPRESIDENTIAL PROJECT ACCOUNT A/C No:

The account was opened on the 13<sup>th</sup> April 2011. Evidence shows that Dr. Bah was a signatory to this account during his tenure as Secretary General. Dr. Bah testified that he does not know the purpose of this account but he said that this might be an account for the MRI Machine at the RVTH because the Taiwanese Government was sponsoring an MRI Machine.

Evidence shows that Mr. Bah and Mr. Noah Touray authorized the withdrawal of D15 million paid to Mr. Momodou Sowe, Protocol Officer<sup>345</sup>. According to Mr. Bah this payment was in respect of Tobaski rams purchased by the Ex-President. Mr. Sowe could not remember to whom he gave the money after withdrawal; whether Dr. Bah or Noah Touray.

### CIVIL LIABILITY

To account for the said sum jointly and severally with Noah Touray.

### CRIMINAL LIABILITY

Aided and abetted theft by the Ex-President.

## C. STATE OWNED ENTERPRISES (SOES)

### C.1 Unpaid Loans

USD1 Million for the Office of the President by a letter dated 17<sup>th</sup> March 2011 signed by Dr. Njogu L. Bah addressed to the Managing Director of SSHFC<sup>346</sup>. Mr. Njogu Bah said **USD500,000** cash was collected from him by one Dr. Basirat Niasse who was a negotiator between Ghana and Gambia regarding the issue of the Ghanaians killed in

<sup>345</sup> See Exhibit BB119A and Transcript of Momodou Sowe dated 18<sup>th</sup> April 2017.

<sup>346</sup> Exhibit SC17 Letter dated 17<sup>th</sup> March 2011 from O. P to MD SSHFC RE: request for loan facility in sum of USD1 Million Dollars plus approving Board resolution of SSHFC and other related documents.



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the Gambia. Mr. Alhagie Ousman Ceesay witnessed the handing over of the money to Dr. Niasse<sup>347</sup>.

Ex-President liable for the said sum of **USD500,000**

### C.2. NON COMPLIANCE WITH PROCUREMENT RULES

(1) USD4.5 Million plus USD85,000 to ferry the aircraft - 28/08/12

Evidence shows that Dr. Bah wrote a letter for a loan of the said sum to purchase a State Aircraft<sup>348</sup>. Evidence also shows that there is a loan agreement dated 31<sup>st</sup> August 2012 signed by Mr. Bah and Mr. Edward Graham which clearly stipulates that the loan will be repaid within 12 months<sup>349</sup>. However, the said loan was never repaid. No procurement rule was followed.

(2) USD3.6 Million to purchase Fire and Emergency vehicles<sup>350</sup> - 21/09/12

Evidence shows that Dr. Bah wrote a letter to the Managing Director of SSHFC to facilitate loan of USD3.6 Million to purchase Fire and Emergency vehicles<sup>351</sup>. The loan was never repaid. The purchase of these fire and emergency vehicles never went through procurement rules, and thus it was unlawful.

(3) USD2 Million - 8/06/12

This transaction was during the tenure of Dr. Bah as SG. Evidence shows that the John Deere Managing Director wrote correspondence on behalf of John Deere addressed to former Secretary General, Mr. Bah as status update of the Project<sup>352</sup>. The purchase of the tractor was not done according to the procurement rules, therefore it was unlawful. Moreover, all the tractors were diverted at the Ex-President's discretion.

### D. Dr. Bah's Reaction to the Evidence.

Dr. Bah said the reason why he executed the Ex-President's orders was that the environment within which they operated was not conducive to disobey the Ex-President's order. He also said he did his best to advise the Ex-President, but the Ex-President believed he owned the country.

The Commission notes that Dr. Bah did have the opportunity to remove himself from the said environment.

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<sup>347</sup> Exhibit SC29- Acknowledgement of receipt of USD500, 000 dated 1<sup>st</sup> March 2011 by Dr. Basirat Niasse from Dr. Njogu Bah

<sup>348</sup> See Exhibit SC21

<sup>349</sup> See Exhibit SC21

<sup>350</sup> See Exhibit SC25

<sup>351</sup> See Exhibit SC25

<sup>352</sup> See Exhibit MS61



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### **24. MR. MOMODOU SABALLY**

#### **A. Background**

Mr. Momodou Sabally (Witness No 13) testified that his journey in the Public Service started at the Central Bank as an Economist from 1999 to 2009. He was Budget Director at the Ministry of Finance from 2010 to 2013; Acting Secretary General June 2013 and then confirmed Secretary General and Minister for Presidential Affairs in the same year. His service was terminated in June 2014<sup>353</sup>.

Mr Sabally as Secretary General, OP was signatory to various public accounts and was also involved in the withdrawal of public funds and other matters concerning the Ex-President while he was SG.

#### **B. DEALINGS WITH PUBLIC ACCOUNTS.**

##### **B.1. CARNEGIE MINERAL ACCOUNT A/C NO: 11011002647**

Mr. Sabally was a signatory to the account with Mr. Noah Touray.

SG Momodou Sabally told the Commission that funds withdrawn from the account did not go through the OP Accountants. They were made at the request of the Ex-President from cheque books or by letters to the bank<sup>354</sup>.

The Commission finds that the Ex-President was not a signatory to this account. Cash withdrawn, allegedly at his request, was made with the full knowledge that he intended to misappropriate same. The signatories to the account who withdrew the cash and handed it over to the Ex-President were equally culpable.

Messrs. Momodou Sabally and Noah Touray authorized the total cash withdrawals of D14,686,500.

#### **CIVIL LIABILITY**

**Joint and several liability with the Ex-President for the cash withdrawals of D14,686,500.**

#### **CRIMINAL LIABILITY**

**Aiding and abetting theft of D14,686,500.**

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<sup>353</sup> See testimony of Mr. Momodou Sabally dated 22<sup>nd</sup> August 2017

<sup>354</sup> Transcript of 28<sup>th</sup> August 2017





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### B.2. TAX RECOVERY ACCOUNT A/C No: 00110012838501 (GTB)

Mr. Sabally replaced Dr. Bah as signatory to the said account with the Ex-President. According to Mr. Sabally, when the account was initially opened he was at the Ministry of Finance but they were not comfortable with the opening of an account which was outside normal Government Accounts at the Central Bank. Mr. Sabally said the purpose of this account was to receive all revenues arising from taxes that were supposed to be paid in arrears as found by the Tax Commission.

Mr Sabally's total withdrawals authorized with the Ex-President:

Transaction Date	Beneficiary[Supplier]	Amount
19/09/2013	MOMODOU SABALLY	GMD 897,932.00
28/06/2013	MOMODOU SABALLY	GMD 2,000,000.00
30/08/2013	MOMODOU SABALLY	GMD 1,947,346.00

The Commission finds that the opening and operation of these accounts were illegal. The Commission believes that they were opened for the purpose of enabling the Ex-President to use the resources which he or OP held as he wished without accountability.

**CIVIL LIABILITY:** The Commission finds that Ex-President Jammeh and Momodou Sabally are jointly liable for **D4,845,278.00 cash withdrawal and D19,311,683 for payments deemed to be ineligible.**

**Criminal Liability: Aiding and abetting the theft of cash of D4,845,278.00.**

### B.3 GAMBIA NATIONAL PETROLEUM ACCOUNT A/C No: 2520031538

Evidence shows that Mr. Sabally was a signatory to this account. According to Mr. Sabally, the circumstances that led to the Ex-President being a signatory to this account was that the Ex-President wanted to sack the then Managing Director of GNPC, Mr. Badjie, but he (Mr. Sabally) was able to advise and convince the Ex-President against his decision but the Ex-President insisted if the man stayed as Managing Director, the Account has to move under the Office of the President<sup>355</sup>.

<sup>355</sup> See Testimony of Mr. Momodou Sabally dated 27<sup>th</sup> September 2017



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A directive issued on the 13<sup>th</sup> August to change the signatories of the GNPC Dollar Accounts to Ex-President Yahya Jammeh and Mr. Momodou Sabally. The directive was complied with without the Board being informed and a Board Resolution was not issued.

Immediately after the change of signatory, Ex-President requested for USD2 Million cash from Skye Bank which was signed for by himself and Momodou Sabally. The Commission finds Mr. Sabally jointly liable for the sums of USD650,000 and USD150,000 from GNPC Skye Bank Limited Account.

### **CIVIL LIABILITY**

Joint and several liability with the Ex-President for the sums of USD650,000 and USD150,000 from Skye Bank Limited.

### **CRIMINAL LIABILITY**

**Assisting the Ex-President to illegally appropriate GNPC funds and thereafter aiding and abetting theft of USD650,000 and USD150,000 cash from Skye Bank Limited.**

#### **B.4. MOBILIZATION ACCOUNT A/C No: 202154675110**

Evidence shows that Mr. Sabally was a signatory to the account<sup>356</sup>. According to Mr. Sabally, when he was appointed as Secretary General he became a signatory to the account by default<sup>357</sup>. However, Mr. Sabally could not explain how the account was managed at the level of the Secretary General.

Mrs. Fatou Lamin Faye was also a signatory to the account<sup>358</sup>. Mrs. Faye said that she could not keep track of the funds because she was expecting a report at the end of the exercise. She was not availed all the documents in respect of the transactions<sup>359</sup>. However, Mrs. Faye submitted a report accounting for the funds<sup>360</sup>. Mr. Sabally could not produce any document to account for the funds for which he was responsible and stated that he will rely on Mrs. Faye's evidence<sup>361</sup>.

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<sup>356</sup> See Exhibit BB70

<sup>357</sup> See Testimony of Mr. Momodou Sabally dated 26<sup>th</sup> September 2017

<sup>358</sup> See Exhibit BB70

<sup>359</sup> See Testimony of Mrs. Fatou Lamin Faye dated 26<sup>th</sup> September 2017

<sup>360</sup> See Exhibit MS142

<sup>361</sup> See Testimony of Mr. Momodou Sabally dated 26<sup>th</sup> September 2017



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Date	Amount	Remark
1/11/13	3,840,360	Mr. Sabally said the said sum is in respect of a visit to the Ex-President of Nigeria, Goodluck Jonathan. The said payment was not accounted for by the Office of the President.

### CIVIL LIABILITY

To account for the sum of D3,840,360 failing which to be liable for the repayment of the said sum.

#### B.5. INTERNATIONAL GATEWAY ACCOUNT A/C NO: 1103001840

Mr. Sabally was a signatory to this account with Noah Touray<sup>362</sup>. Both confirmed that they were aware that the monies in the account were payments of revenues accruing from the operations of the International Telecommunications Gateway and the source of funding was from Tell International, a company contracted to manage the gateway on behalf of The Gambia<sup>363</sup>.

Evidence shows that from 13<sup>th</sup> March to 24<sup>th</sup> April 2014, a total of D36 Million was debited from the account on Mr. Sabally's and Mr. Noah Touray's authorizations<sup>364</sup>. Mr. Sabally claims that the Ex-President would issue directive as a matter of urgency and he (Mr. Sabally) will do a note the Governor to release these funds with the understanding that they will do a proper debit request<sup>365</sup>.

Mr. Touray presented a minute to the Commission (Exhibit MS43 dated 8/10/13) written by the Secretary General Momodou Sabally in which the Ex-President approved the transaction<sup>366</sup>. In the minute, Mr. Momodou Sabally identified the newly opened International Gateway Account which could be used for the Tobaski rams sales and proposed to the Ex-President that he and the Secretary to Cabinet be the signatories. There is indication that it was he, rather than the Ex-President, who suggested the use of the funds in the account.

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<sup>362</sup> See Exhibit CB16

<sup>363</sup> See Testimony of Mr. Momodou Sabally dated 26<sup>th</sup> September 2017

<sup>364</sup> See Exhibit CB18

<sup>365</sup> See Testimony of Mr. Momodou Sabally dated 26<sup>th</sup> September 2017

<sup>366</sup> See Testimony of Mr. Noah Touray dated 11<sup>th</sup> September 2017 and Exhibit MS 43



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### Payments authorized by Momodou Sabally alone

Mr. Momodou Sabally, the Secretary General at the time, authorized withdrawals from the International Gateway Account. The instructions were not on Office of the President letterhead nor were they co-signed by the co-signatory. According to Mr. Sabally, these withdrawals were made at the instance of Ex-President Jammeh during a period when the second signatory to the account was indisposed. Mr. Sabally said he would normally regularize the transactions when the second signatory is available. He insisted that the transactions were made as a matter of urgency.

- **D1 Million to Makam Bah** - The D1million was received by Makam Bah on the same date. Makam Bah also received USD70,000 based on similar instructions.
- **D10 Million** was paid to Alagie Ndown on the instructions of Momodou Sabally on the 11<sup>th</sup> of April 2014. The instruction, as with the previous one was not on OP letter head.
- **D20 Million** - Sanna Jarju, former Chief of Protocol received the sum of D20million from CBG based on **instructions** given to the Governor by Mr. Momodou Sabally. D10 Million was received on the 20<sup>th</sup> April 2014 and subsequently another D10 Million was received on the 24<sup>th</sup> April 2014. The Minute dated 24<sup>th</sup> April 2014 from the Governor, Amadou Colley, authorizing CBG staff to effect payment indicates that Mr. Momodou Sabally gave the authorization over a phone call<sup>367</sup>.
- **USD250,000** - Momodou Sabally authorized payment to Sanna Jarju on the 3<sup>rd</sup> of June 2014.
- **USD750,000** - Buba I. Demba received USD750,000 on behalf of Momodou Sabally on the 20<sup>th</sup> May 2014. Mr. Demba testified that after he received the money from CBG, he handed it over to Mr. Sabally in his office<sup>368</sup>.

The Commission has made the finding that the Ex-President ought to be liable for all withdrawals listed above (other than those for which Mr. Momodou Sabally has not accounted for) totalling, EUR610,000, USD1,960,000 and D32.4 Million. The said sums shall be recovered from his assets.

### **CIVIL LIABILITY**

#### **LIABILITY for the sums of EUR610,000, USD1,960,000 and D32.4 Million.**

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<sup>367</sup> CB18 (Bundle)

<sup>368</sup> Transcript of Mr. Buba I. Demba dated 26<sup>th</sup> September 2017



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### CRIMINAL LIABILITY

#### Theft of EUR 610,000, USD1,960,000 and D32.4 Million.

#### C. STATE OWNED ENTERPRISES (SOES)

##### 2.7 SSHFC AND BPI LEASES

Evidence shows that a letter was written under the instruction of Mr. Sabally addressed to the Managing Director of SSHFC to engage Mr. Nicolai Buziainou on the leasing of Ocean Bay and Sun Beach Hotel<sup>369</sup>. According to Mr. Sabally, the Ex-President and Mr. Nicolai Buziainou discussed the leasing of the two hotels in his presence and the Ex-President agreed on the lease arrangements<sup>370</sup>. Mr. Sabally claims that the Ex-President gave instructions to grant leasing of the two hotels. However, evidence also shows that Mr. Sabally authorized the implementation of the leasing of the two (2) hotels to BP Investment led by Mr. Nicolai Buziainou<sup>371</sup>.

#### D. Mr. Sabally's Reactions to the Evidence

Mr. Sabally said the reason why he executed the Ex-President's orders was that the environment within they operated was not conducive to disobey the Ex-President's orders. However, it appears Mr. Momodou Sabally proposed to become signatory to the International Gateway Account. There is no evidence of compulsion.

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<sup>369</sup> See Exhibit MS294

<sup>370</sup> See Testimony of Mr. Sabally dated 5<sup>th</sup> September 2018

<sup>371</sup> See Exhibit MS259



## The Commission of Inquiry

### **25. NOAH TOURAY --- Witness No. 33**

#### **A. Background**

Mr. Noah Touray has worked in the Civil Service since October 1988 and has risen through the ranks to become Deputy Permanent Secretary, Permanent Secretary and Secretary to Cabinet until June 2016<sup>372</sup> when he took up appointment as an Executive Assistant to the Vice President of the Economic Committee of West African States (ECOWAS).

Mr: Touray was signatory to the following Accounts:

**International Gateway Account**  
**Special Project Vision 2016 Account**  
**Sand Mining Account**  
**Carnegie Mineral Account**  
**Tax Recovery Account**  
**National Youth Development Funds**

Mr. Touray testified that as Secretary to Cabinet, his primary responsibility was to attend cabinet meetings, take notes and prepare minutes of meeting. He was also made co-signatory to accounts operated by OP. He said there was no policy document to indicate who was required to be a signatory to the accounts; instead this was a decision made by the Ex-President. Mr. Touray admitted that, ordinarily, the Secretary to Cabinet should not be a signatory to any account, but the Ex-President made him a signatory to the accounts<sup>373</sup>. Mr. Touray said in his testimony that he handled official transactions for the Ex-President which included purchasing of Dunes Hotel. However, most of the transactions were issued through the Secretary General and not him.

#### **B. Dealings with Public Accounts**

##### **B.1. INTERNATIONAL GATEWAY ACCOUNT A/C NO: 1103001840**

Mr. Sabally was a signatory to this account with Noah Touray<sup>374</sup>. Both confirmed that they were aware that the monies in the account were payments of revenues accruing from the operations of the International Telecommunications Gateway and the source of funding was from Tell International a company contracted to manage the gateway on behalf of The Gambia<sup>375</sup>.

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<sup>372</sup> See Testimony of Mr. Noah Touray dated 11<sup>th</sup> September 2017

<sup>373</sup> See Testimony of Mr. Noah Touray dated 11<sup>th</sup> September 2017

<sup>374</sup> See Exhibit CB16

<sup>375</sup> See Testimony of Mr. Momodou Sabally dated 26<sup>th</sup> September 2017



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Mr. Touray testified that the monies were paid to GAMTEL but an instruction was issued by the Ex-President that an account should be opened by the Office of the President at the Central Bank for those monies to be lodged in because the Ex-President was not pleased with the way funds were managed by GAMTEL.

Evidence shows that from 13<sup>th</sup> March to 24<sup>th</sup> April 2014, a total of D36 Million was debited from the account on Mr. Sabally's and Mr. Noah Touray's authorizations<sup>376</sup>. Mr. Sabally claims that the Ex-President would issue directive as a matter of urgency and he (Mr. Sabally) will do a note the Governor to release these funds with the understanding that they will do a proper debit request<sup>377</sup>.

Mr. Touray presented a minute to the Commission (Exhibit MS43 dated 8/10/13) written by the Secretary General Momodou Sabally in which Mr. Sabally, identified the newly opened International Gateway Account which could be used for the Tobaski rams sales and proposed to the Ex-President that he and the Secretary to Cabinet be the signatories. Indicating that it was he, rather than the Ex-President, who suggested the use of the funds in the account.

### Payments authorized by Momodou Sabally and Noah Touray

Mr Noah Touray and Mr Sabally jointly authorized cash withdrawals of EUR 610,000 received by Mohamadou Batata Juwara, and USD100,000 cash was received by Noah Touray on the 24<sup>th</sup> June 2014<sup>378</sup>. The sum of GBP80,000 was transferred to PD IC Publications in June 2014. Although Mr. Touray on his part accounted for the monies he jointly authorized, he must take responsibility for facilitating the withdrawal of the **EUR 610,000 for which the Commission finds Mr Sabally responsible.**

### **B.2. SPECIAL PROJECT ACCOUNT (VISION 2016) – A/C No. 1103002074**

The Ex-President was the sole signatory to this Account.

Mr. Touray confirmed that he was authorized by the Ex-President to receive the sum of USD700,000 as well as USD300,000 in dalasi from the account on the 30<sup>th</sup> of July 2014 Mr. Touray testified that he sent the money to the Ex-President through his protocol officer, Mr. Sanna Jarju. Mr. Touray could not produce any document to show that he handed over the money to Mr. Jarju<sup>379</sup>. Since these withdrawals were authorized by the Ex-President the Commission that the monies were received by him.

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<sup>376</sup> See Exhibit CB18

<sup>377</sup> See Testimony of Mr. Momodou Sabally dated 26<sup>th</sup> September 2017

<sup>378</sup> CB18- Letter dated 24<sup>th</sup> June 2014 ref. PR/C/102/Vol.5 (32)

<sup>379</sup> See Testimony of Mr. Noah



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**26. KEBBA SATOU TOURAY**

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## The Commission of Inquiry

### A. Background

Kebba Satu Touray joined the public service at Customs and Excise Department of Gambia Revenue Authority in 1973; worked at GPTC for 25 years and became Director of Finance and Administration; in 2001, he joined The Gambia Investment Promotion and Free Zones Agency (GIPZA) as Chief Executive of GIFZA/GIEPA; in 2007 he was appointed Ambassador to the Kingdom of Spain; in March 2012, he became Minister of Trade, Industry and Regional Integration and Employment; in 2014 he became Minister of Finance and Economic Affairs; from March 2015 until November 2016 he was Ambassador to Morocco.

Mr. Touray was involved in transactions connected to the Ex-President investigated by the Commission.

### B. Transactions involving Mr. Kebba S. Touray

#### B.1. GALLIA FERRIES

As Ambassador to the Kingdom of Spain, Mr. Touray was also accredited to Greece. He was therefore assigned by the Ministry of Foreign Affairs on two occasions to join a Gambia delegation to Athens concerning the procurement of **GALLIA FERRIES**.<sup>380</sup> One of the occasions involved the negotiation and signing of the joint venture agreement, whilst the second concerned inspection of the ferries and ensured they were suitable for Gambian waters. It was concluded that the ferries were suitable for Gambian waters<sup>381</sup>. A Joint Venture account between The Gambia Government and GALLIA Holdings was opened and Mr. Kebba S. Touray and Momodou Sabally were signatories to this holding account. Mr. Touray says they authorized payment out from this account after the Greek partners completed the required three milestones of satisfactory inspection of the ferries, dry docking and inspection and some rehabilitation/maintenance works on the ferries. In other words, he authorized payment after the Greek partners as required, inspected and certified that the milestones set in respect of the ferries were met. Payment into this joint venture account came from Social Security and Housing Finance Corporation. Mr. Touray believed that the holding account automatically closed at the end of the project. He didn't take any steps to ensure that the account was closed.

#### B.2. NAWEC BOND

Mr. Touray appears to have been one of the key architects of the NAWEC Bond with the then Governor of CBG Amadou Colley, whereby NAWEC took responsibility for all

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<sup>380</sup> Kebba S. Touray, Testimony Transcript, 23<sup>rd</sup> October, 2017

<sup>381</sup> *Ibid*, p. 10



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EAGL/GTG debts with the banks. He testified that EAGL had accumulated substantial debts with the banks (*SCBG, TBL, GTB, Eco Bank, BSIC and Access Bank*) which they explained was due to NAWEC's failure to meet its obligations to them. CBG came up with the bond idea which was agreed by Mr. Kebba Touray. Mr. Coley said that idea was to avert a potential financial crisis in the banking system and give Government "breathing room" while it discussed a fuel grant between ECOWAS and Gambia Government, although Mr. Colley admitted that CBG did not carry out a due diligence on EAGL's ability to pay the banks. EAGL was reported to be owing commercial banks USD38,000,000 which was factored in the Bond agreement and set-off against the amounts owed to EAGL by NAWEC.

The Bond was in the amount of D1,821,417,747 equivalent to USD64,212,284.89 and comprised of arrears of capacity charge of 10,824,000.00<sup>382</sup>, GTG fuel charges of USD28,909,824.32<sup>383</sup>, and IPP invoices (Energy Charges) USD24,478,460.57, debts that this Commission has made a finding were questionable. In fact, Mr. Fadi Mazegi testified that the amount owed was in respect of LCs for both Light Fuel Oil (LFO) and Heavy Fuel Oil (HFO) indicating that all the debts owing to EAGL were not NAWEC's debt. The result was that EAGL worked away free from liability while NAWEC carried all the liability which was passed on to the tax payer.

The role played by Mr. Touray in taking over all EAGL liability and transferring the entire burden to NAWEC and thus the consumer/taxpayer was based only on assumptions and in fact there is no evidence that the banks asked to be saved, nor were the basis of the accumulated debts challenged. Mr. Touray failed to show that he was acting in the best interest of NAWEC or the Government.

### Appropriation of the TOTSA

Mr. Touray and the Governor Amadou Colley entered into an arrangement whereby USD18m of the USD26 million owed by NAWEC TO TOTSA was paid by CBG to be reimbursed by Government. He insisted that NAWEC admitted these monies. This amount is claimed to be the value for TOTSA's strategic stock of heavy fuel Gam Petroleum supplied to NAWEC. Mr. Touray claims NAWEC admitted owing TOTSA that amount. The Commission found that Aviation fuel was part of the strategic stock. Mr. Touray admitted that NAWEC does not use Aviation fuel. He further states he didn't know how EAGL (shareholder in Gam Petroleum) took stock not belonging to them and

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<sup>382</sup> Exhibit SC91C – Reconciliation of Statement of account of NAWEC – Capacity Charges as at 27<sup>th</sup> August 2014

<sup>383</sup> Exhibit MS215(A)



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supplied NAWEC and that he didn't ask<sup>384</sup>. No action was taken against EAGL even though the Ex-President had directed that Mohamed Bazzi should be prosecuted. EAGL suffered no penalty as a result of its illegal actions.

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<sup>384</sup> *Ibid* 65, p. 14



## The Commission of Inquiry

### **27. FATOU MAS JOBE NJIE**

#### **A. Background**

Fatou Mas Jobe Njie was Minister of Tourism and Culture from 4<sup>th</sup> February 2010 to June 2014. She became Gambia's Ambassador, Extraordinary and Plenipotentiary to Malaysia between October 2014 and 25<sup>th</sup> March 2015. She later became Executive Director of Operation Save the Children Foundation from 1<sup>st</sup> July 2015 until 21<sup>st</sup> January 2017.

Mrs. Jobe Njie was signatory to a public account and also became involved in the financial dealings of the Ex-President and the Ex-First Lady.

#### **B. MOBILIZATION ACCOUNT Guaranty Trust Bank account number 2021547675110**

She was signatory to the **Mobilization Account at Guaranty Trust Bank account number 2021547675110**. An imprest of D8,139,222.00 was paid into the account by the dated 10<sup>th</sup> April 2012. According to her it was meant to finance the State visit by the Taiwanese President, His Excellency President Ma.

She said she retired the said amount on 20<sup>th</sup> June 2012 through the then Deputy Permanent Secretary, Ministry of Tourism and Culture, Kodou Jabang, to the Accountant at the Office of The President. She insists that the entire sum of D8, 139, 222 was spent on that event. No record of it was found. The Imprest was actually retired during the Commission sittings.

#### **C. Purchase of DUNES RESORT AND CASINO**

Mrs. Mas Jobe Njie was involved in the sale of Dunes Resort and Casino to Ex-president Jammeh and played a role in transfer of same to Kanilai Group International.

She was appointed Managing Director of Dunes Resort and Casino on 15th May 2006. Even after she left Dunes Resort and Casino was entrusted to her care by the owners.

Dunes Resort and Casino was sold to the Ex-President in 2013 after a visit by the owner David Ford in February during which he paid a courtesy call on the Ex- President. On 26<sup>th</sup> September 2013, the former President and David Ford signed the Sales Agreement on the side-lines of United Nations General Assembly meeting in New York. Dunes Resort and Casino was thus transferred to Kanilai Group International for USD650,000. The funds for this purchase were from GNPC Sky Bank account. The



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sales agreement was witnessed by Fatou Mas Jobe Njie, who was by this time Minister of Tourism and Culture.

She denies knowledge of the underlying financial transaction. She insists that her only involvement was because of her long-standing relationship with Mr. Ford and that she only became signatory to the Sales Agreement because she was also present at the UN General Assembly in New York at the same time the Sales Agreement was signed by the former President and David Ford<sup>385</sup>. Mrs Njie –Jobe must be deemed to have been aware that KGI was a company in which the Ex-President had an interest.

### D. OPERATION SAVE THE CHILDREN FOUNDATION

Operation Save the Children Foundation was constituted in November 2014. Mrs. Njie-Jobe was appointed Executive Director of this foundation. According to her, she never thought of the proprietary or otherwise of having a private organization under the office of the President. She was not a signatory to the bank accounts. The signatories to the accounts were the former Vice President, Isatou Njie Saidy and former 1<sup>st</sup> Lady, Zineb Souma Jammeh.

She admits that Public Enterprise donated monies to the Foundation through its fundraising events. She was not signatory to the accounts of the foundation but the Commission finds that she was a director and a trustee of OSCF and accountable for its resources as were the Ex-First Lady Zineb Yahya Jammeh, Vice President Isatou Njie Saidy. The directors were in breach of their duty to the OSCF.

The Commission finds that nearly all the funds of the foundation were wasted on events which from appearance were intended to boost the profile of the First Lady rather than help Gambian Children.

In the absence of audited accounts and proper investigations into all expenses made by the foundation, the Commission is unable to determine with any exactness how much of the finances raised were properly applied to legitimate purposes.

### LIABILITY

#### Breach of Trust

#### Unfitness to serve as director and trustee

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<sup>385</sup> Fatou Mass Jobe Njie, witness number 41, 18<sup>th</sup> September 2018; see also MS49.



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### **28. FERYALE DIAB GHANEM**

#### **1. Background**

Ms. FERYALE DIAB GHANEM<sup>386</sup> is commonly known as Laly Diab. Ms. Diab is the Managing Director of The Emporium, a department store, which she said was a family business run by her<sup>387</sup>.

In 2003, without any previous experience her family company Emporium was awarded the contract to renovate Ocean Bay Hotel. The company was incorporated after it was awarded the contract.

Ms. Diab was chosen personally by the Ex-President to start and run some of his private businesses. In 2008, she was appointed Managing Director of the Unique Transport System Company (UTSCO)<sup>388</sup>. In December 2009, she was appointed General Manager of Sindola Resort until it was placed under receivership in 2017. In 2010, she incorporated Sindola, KGI and KFF by instructing a private practitioner of her choice and signed as a witness on the incorporation documents. The Commission notes that Ms. Diab admitted to having no previous experience in transportation or hospitality. She stated that she was not remunerated by the Ex - President or given an employment contract. She testified that Mr. Amadou Samba was a family friend.

Ms. Diab was identified as a close associate of the Ex-President by Order of this Commission dated 5<sup>th</sup> June 2018. She unsuccessfully challenged the Commission's Interim Order to the Supreme Court on this issue, and the further Order for her to declare her assets.

#### **2. Financial dealings with the Ex-President**

##### **A. Unique Transport System Company (UTSCO) and Maintenance Service Agency (MSA)**

UTSCO was incorporated on 8<sup>th</sup> December 2008. UTSCO is a company registered under the laws of The Gambia. Shareholders are Sindola Safari Lodge, Kanilai Family Farms, KGI International and Zineb Jammeh<sup>389</sup>.

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<sup>386</sup> Exhibit MS123A

<sup>387</sup> Transcript of 12<sup>th</sup> December 2017

<sup>388</sup> See Volume 4 Part 1 Chapter 8

<sup>389</sup> Exhibit MS131A



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Ms Diab represented and assisted the Ex-President in the purchase of MSA from the Government for USD1.3 million. The **Commission has found that the decision to sell MSA without following the process prescribed by the Gambia Divestiture Act (Cap. 27:01) enacted in 2001 was illegal. The non-compliance with a statute is an offence under section S115 of the Criminal Code.**

All the buses owned by UTSCO were purchased from funds in excess of USD2,344,065 fraudulently taken from Central Bank of the Gambia 2nd Divestiture Account No. 03201200386 by the Ex-President. The assets of the Company belonged to the State. Mss. Diab stated that she did not know where funding for UTSCO was from. She was informed to go to State House to receive some vehicles. 31 bluebird buses, 4 Hyundai mini buses and 4 Chevrolet vans were handed over to her at the State House.

UTSCO under Ms. Diab's management took over tractors from MSA.

When Sindola was incorporated, Laly Diab transferred UTSCO's account at FI Bank to Sindola in June 2010<sup>390</sup>. The account name was changed to Sindola Safari Lodge Ltd. The signatories to the Sindola account were Ms. Laly Diab (General Manager) and Mr. Amadou Samba<sup>391</sup>.

### CRIMINAL LIABILITY

**Probable cause for holding that Ms. Diab is liable for receiving stolen property i.e. Blue Bird buses and other vehicles purchased from the sum of USD2,344,065 stolen from Central Bank contrary to section 297 of the Criminal Code Laws**

### CIVIL LIABILITY

**Ms. Diab as MD of UTSCO is liable to account for the buses purchased from public funds or alternatively jointly and severally liable with the Ex-President for the said sum of USD2,344,065.**

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<sup>390</sup> See letter dated 22<sup>nd</sup> June 2010 from Laly Diab, in her capacity as General Manager of UTSCO, Exhibit BB 122E

<sup>391</sup> Exhibit BB122E and Exhibit MS243



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### **B. Maintenance Service Agency (MSA)**

The MSA property was chosen by Ms. Diab to use as UTSCO's operating site. Ms. Diab knew that the MSA property was owned by the Gambia government and is deemed to know that the Former President as head of state was prohibited from putting himself in situations of conflict or directly or indirectly carry on any trade, business or other undertaking.

#### **CRIMINAL LIABILITY**

**Probable cause for aiding and abetting the Ex-President in the purchase of MSA without compliance with the Gambia Divestiture Act (Cap. 27:01) contrary to section S115 of the Criminal Code.**

### **C. Mahindra Tractors**

UTSC took over MSA with a stock of tractors and spares purchased from the Exim Bank of India loan of USD6.7 Million. 108 tractors<sup>392</sup>, were handed over to Ms. Diab on behalf of UTSCO.<sup>393</sup> The assembled tractors were delivered to KGI and sold without any part of the proceeds being paid to Government to service the loan. The loan had to be paid from public funds. The Commission has found that the Ex-President caused financial loss and damage to the Government of The Gambia in a fraudulent scheme of personal enrichment that was detrimental to the economy and welfare of the people of The Gambia.

Ms. Diab- Ghanem having oversight over UTSCO as General Manager for over 3 years claims not to have known that the tractors belonged to Gambia Government. This is questionable considering that she confirmed that tractors when assembled were delivered to KGI.

#### **CRIMINAL LIABILITY**

**There is probable cause for holding that Ms. Ghanem aided and abetted the Ex-President in the illegal conversion of the Mahindra Tractors.**

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<sup>392</sup> Exhibit MS132A – UTSCO letter dated 19<sup>th</sup> January 2009 to ex-President Jammeh from Feryale Diab Hydera

<sup>393</sup> See transcript dated 12<sup>th</sup> December 2017 of Feryale Diab Ghanem





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### CIVIL LIABILITY

**Ms. Diab Ghanem has acted dishonestly and is liable for damages for dishonestly assisting the Ex-President and ought to be jointly and severally liable for the losses to the State to the extent of her involvement i.e. the sale of the 108 tractors she took over.**

#### D. The Emporium

##### Renovation of Ocean Bay Hotel

In 2002, Emporium was invited by SSHFC to submit a bid for the renovation of the Ocean Bay Hotel. It is not clear how she came to be invited because neither the Emporium nor Ms Diab had done a project of that nature. The managing director of SSHFC, Mr. Andrew Sylva, recommended her company for the award of the contract over a competing company, BAO Ltd. against the consultant's recommendations. Her company was told to proceed with the renovations before the Board of Social Security approved it<sup>394</sup>. The Emporium Construction Company was only incorporated after the bid for the Ocean Bay Contract was awarded<sup>395</sup>. The contract was awarded to Emporium for USD6.5 million on the 12<sup>th</sup> March 2003 and minor variations worth USD1,053,837 were awarded to Emporium. There was a delay in completing and handing over the Works but liquidated damages of USD3,000 per day was not applied by SSHFC's management. It was the biggest contract Emporium has ever had to date. The Commission noted that she had a meeting at Gamwater Office with the Chairman of the Board, Amadou Samba, whom she considered a family friend, and the consultant of the project a week after the Board had voted to award her the contract.

The Commission found that fair and competitive bidding process was not followed in the award of the contract for refurbishment and upgrade of Ocean Bay Hotel by SSHFC to Emporium Construction and Furnishing Ltd. for USD6,500,000.

Emporium furnished the Ex-President's home in Kanilai and one of the 4 houses. Emporium was also awarded contracts without compliance with any procurement rules. These included some renovation works in the Cabinet Room, and VIP Lounge and supply of curtains<sup>396</sup>. None of these contracts were tendered.

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<sup>394</sup> Witness Statement of Ms. Laly Diab dated 26th September, 2018

<sup>395</sup> Witness Statement of Ms. Laly Diab dated 26th September, 2018

<sup>396</sup> Witness Statement Ms. Laly Diab dated 20th December, 2017



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### **CIVIL LIABILITY**

**Emporium shall be banned from participating in any Government procurement for 5 years.**

**Emporium should pay penalties for delays at the rate of USD3,000 per day for as many days as agreed in the signed contract MS132 where it is referred to as liquidated damages.**



## The Commission of Inquiry

### **29. MOMODOU LAMIN GIBBA**

#### **A. BACKGROUND**

Momodou Lamin Gibba served as a civil servant in various capacities since 1974. The most prominent of the positions he served were as Managing Director of the Asset Management and Recovery Corporation (AMRC) for 5 years from 1999 to 2004, Managing Director of the Gambia Ports Authority (GPA) from 2004 to 2011, and then Managing Director of the Social Security and Housing Finance Corporation (SSHFC) from 2011 to August 2012, and deployed back to GPA from 2012 to 16<sup>th</sup> December 2014, when his service to government was terminated.

Momodou Lamin Gibba testified that he is related to Ex-President Yahya Jammeh by marriage. His grandfather's sister married into the family of the Ex-President and the Ex-President's aunt also married into his family. The Ex-President stayed at Mr. Gibba's family compound in Dobong while attending Saint Edward's Junior Secondary School at Bwiam. Mr. Gibba's father, Alhagie Baba Gibba, the Alkalo of Dobong, spent most of his time as a young man at the President's Compound at Kanilai.

Momodou Lamin confirmed before the Commission that his father the Alkalo of Dobong allocated land measuring 320.45 hectares to the Ex-President.<sup>397</sup>

Mr. Gibba was involved in the financial dealings of the Ex-President as MD of the GPA and the SSHFC.

#### **B. Financial Dealings with the Ex-President at GPA**

Momodou Lamin Gibba was involved in the following activities as Managing Director of Gambia Ports Authority.

##### **B.1. Outstanding CFA Francs owed by the Ex-President**

GPA collected CFA cash from passengers crossing Trans Gambia (Bamba Tenda and Yelli Tenda) through Ferry Services (the Ferries) a subsidiary of GPA which they sold to Banks and Forex Bureau through tender process<sup>398</sup>. From 2013 to 2014, Mr. Gibba as MD GPA authorized the sale of CFA to the Ex-President at the request of the President

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<sup>397</sup> See the evidence of Momodou Lamin Gibba

<sup>398</sup> see the evidence of Momodou Lamin Gibba on 8/05/2017



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on credit. The only record of the transactions was that generated by GPA and signed by GPA staff. The monies were handed either to Yusupha Sanneh or General Sulayman Badjie<sup>399</sup>. Total CFA transactions were in the sum of CFA322 Million. The outstanding arrears owed by the President to GPA from the sale of CFA is about 83,855,422 CFA, which is equivalent to D6,930,000. No written demands were sent to the Ex-President or his Office. Mr. Gibba said he considered these requests from the Ex-President urgent and confidential.<sup>400</sup>

### **B.2. Kanilai Cultural Center**

Momodou Lamin Gibba confirmed that he was a member of the Organizing Committee of the Kanilai International Cultural Center at Kanilai village. Every year, around June to July, a cultural festival is organized at this Center. Mr. Gibba testified that the rain usually disrupted the festival which made it very difficult for people to enjoy the festival. The Ex-President ordered the GPA to rebuild the center. From 2009 to 2016, GPA constructed the structure at the Center and was responsible for any repair or maintenance thereafter. The total sum of D7,043,669.86 was spent without Board approval. The Ex-President never indicated that the money spent would be refunded and GPA never asked for a refund.

### **LIABILITY**

**Joint liability with the Ex-President for the money spent on the Center without lawful authority.**

### **B.3. Kanilai Family Farms Ltd. Debts Owed to GPA**

GPA claims that Kanilai Family Farms (KFF) was importing commodities through the ports but failed to pay ports charges of D11,480,194.28. Services were rendered on the instructions of the Managing Director and invoices were raised and sent to KFF Management, but payments were not made despite a series of request letters to KFF. The invoices spanned from March 2009 to July 2013 (Exhibit SC6). According to Mr. Gibba, KFF was granted waiver for all the goods or commodities they brought to the

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<sup>400</sup> see the evidence of Momodou Lamin Gibba on 8/05/2017



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Country through the Banjul Port because the President believed he would sell them to the poor and needy at an affordable price.

**D1,523,589.82** being balance outstanding after 50% of port charges for shipment of 10,401 metric tons of cement- waiver of port dues by Mr. M.L. Gibba without Board approval.

### LIABILITY

**Joint liability with the Ex-President for the money for the charges of D11,480,194.28 and D1,523,589.82**

#### **B.4 President's Farm at Dobong**

Mr. Gibba, as MD GPA from around 2009/2010, without Board approval, authorized GPA staff to farm the Ex-President's farm in Dobong and deliver the groundnut produced to the OP at GPA expense. Farm workers, labourers and women cooks were paid allowances and quarterly payments every year during off season. Foods, cola nuts, sweets and water were provided to those who came to help. The farm manager was Beram Camara who was employed by Mr. M.L Gibba himself and not GPA. However, when Mr. Camara left, GPA paid him D45,000. Mr. Gibba justified this as fulfilling GPA corporate social responsibility<sup>401</sup>. An account of how much was spent by GPA has been recommended.

### LIABILITY

**To refund the amount found to have been spent by GPA on Dobong Farms.**

#### **B.5. President's Residence at Dobong**

The President had a residence at Dobong that was built around 1997 or 1998 by Amadou Samba. While GPA was working at the farm in 2009/2010, the residence was "desolate and inhabited". The property deteriorated, so the Ex-President authorized Mr. Gibba to demolish the place at the expense of GPA. The dock workers and the laborers

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<sup>401</sup> See the evidence of Momodou Lamin Gibba on 8/05/2018



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helping at the Ex-President's farm were directed by Mr. Gibba to demolish the residence at GPA expense<sup>402</sup>.

### LIABILITY

**The cost of the demolition works is to be recovered from Mr. Gibba.**

### B.3. Loan in Exchange of 10,000 bags of sugar

As Managing Director of GPA, Momodou Lamin Gibba was directed by OP to furnish a personal loan of D11,000,000<sup>403</sup> to the Ex-President from GPA without board approval because he said it was urgent and confidential. He testified that he managed to convince the Ex-President to settle the loan, but instead of cash the Ex-President repaid the loan with 10,000 bags of sugar<sup>404</sup> which he sold and made almost twelve million dalasis<sup>405</sup>.

### B.4. Construction of Student's Hostel in Ghana

The President had again personally called the Managing Director of GPA, Momodou Lamin Gibba, directing him to provide funding for the construction of the RMU Hostel in Ghana for the students coming from Gambia, Liberia, Sierra Leone, Cameroon and Ghana. Thereafter, OP sent out letters to the effect that both GPA and Ministry of Finance should bear the cost of construction works for the new hostel, and split the cost at 50% each. The cost of construction was USD750,000. GPA contributed a total of USD378,837.68<sup>406</sup>.

## C. SOCIAL SECURITY AND HOUSING FINANCE CORPORATION

Momodou Lamin Gibba worked as a MD of Social Security and Housing Finance Corporation from 3rd April 2011 to 22nd August 2012, almost one year, 5 months. As MD Mr. Gibba confirmed that he received instructions from Ex-President himself with regards to loans from the Corporation that were completely un related to the operation of the Corporation.

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<sup>402</sup> See the evidence of Momodou Lamin Gibba on 8/05/2017

<sup>403</sup> See cheque and correspondence letters, Exhibit MS207

<sup>404</sup> See M.L Gibba Written Statement Exhibit MS206A

<sup>405</sup> See Exhibit SC81D

<sup>406</sup> See Exhibit SC80



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### C.1 D10,000,000 Loan to KGI

Momodou Lamin Gibba claimed to have received a verbal directive from the Ex-President requesting for a loan in the sum of D10,000,000 to Kanilai Family Farms for the purchase of Tobaski rams. There was no written instruction from the office of the President. The only evidence before the commission is the memo written by Mr. Gibba as managing Director to the Director of Finance which says ***“With reference to the Re: Loan of 10, 000, 000 (Ten million) to KGI to purchase Tobaski rams for the poor and the needy. With reference to the above mentioned, please proceed to provide a loan of 10, 000, 000 (Ten million) to KGI for the purpose stated above. The Management of KGI has pledged to settle the loan by December 2011. Please proceed to pay to any of their bank accounts with Trust Bank or others stands”***.<sup>407</sup>

He said he tried to reflect on the memo what he had been told by the Ex-President during their telephone conversation and when he said KGI had pledged to repay the loan he meant the President.. Momodou Lamin Gibba wrote a letter signed by him and Mr. Abdoulie Cham addressed to the Managing Director Trust Bank Gambia Limited to debit the National Provident Fund A/C No: 1110765701 with the sum of D10 Million to KGI International A/C 11011807801<sup>408</sup>.

Up until he left Social Security, the loan was still outstanding and he did not make any effort or follow up to make sure the loan was refunded.<sup>409</sup>

#### LIABILITY

**All the parties involved i.e. Mr. Gibba and Mr. Abdoulie Cham aided and abetted the Ex-President to illegally take SSHFC funds for to purchase rams, even if they believed that there was a genuine intention to repay it.**

#### CIVIL LIABILITY

**The Ex-President is liable to repay the sum of D10million at first instance failing which the 2 officers would be liable for it.**

### C.2. LOANS from the National Provident Fund

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<sup>407</sup> see the evidence of Momodou Lamin Gibba on 5/10/2017 (D)J

<sup>408</sup> Also See Exhibit SC19- Letter dated 14<sup>th</sup> October 2011 signed by Mr. Muhammed L. Gibba and Mr. Abdoulie Cham

<sup>409</sup> See the evidence of Momodou Lamin Gibba on 5/10/2017 (D)J.



## The Commission of Inquiry

### **30. MOMODOU O.S. BADJIE**

#### A. Background

Momodou O.S. Badjie started his public service career as a senior internal auditor GAMTEL; then director of Finance National Roads Authority until 2008, MD of GNPC from January 2008 to June 2016 when he said he was arrested and detained. He was reinstated to GNPC in June 2017 but was re-deployed to AMRC as Head of Finance.

Mr. Badjie as MD GNPC was involved in cash withdrawals from the GNPC accounts that were paid to the Ex-President without Board approval.

#### B. Cash Transactions

On 23<sup>rd</sup> July 2013, Mr. Momodou Badjie, wrote OP requesting that their revenue from licences be recognised as grants for the purpose of tax. OP requested for a comprehensive statement of account and directed the transfer of all funds to CBG Ministry of Petroleum Account. When the statement was submitted the Ex-President by directive dated 6<sup>th</sup> August 2013, OP requested for USD500,000 (USD250,000.00 and USD243,243.25 Dalasis equivalent). Mr. Badjie immediately complied and with his finance director Madun Sanyang delivered the cash to SG Momodou Sabally in the presence of Mr. Nuha Touray<sup>410</sup>. Thereafter the Ex-President directed that the signatories to the account be changed to himself and SG Momodou Sabally.

The following persons aided and abetted the Ex-President to steal the monies specified above and thereby became a party to the offence of theft within the meaning of section 23 of the Criminal Code.

**Momodou Badjie and Madun Sanyang: Cash withdrawal of USD500,000** (USD250,000.00 and USD243,243.25 Dalasis equivalent) withdrawn from Skye Bank and Access Bank and handing same over to the Ex-President without the knowledge or approval of GNPC board.

**The Skye Bank Statements of Account also show that USD650,000, USD450,000 and USD100,000** were withdrawn by Madun Sanyang on the 20<sup>th</sup>, 27<sup>th</sup> and 29<sup>th</sup> August 2013 which according to the evidence was handed over to the Ex-President.

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<sup>410</sup> Transcript of Mr. Madun Sanyang dated 14<sup>th</sup> September 2017 – pg. 6 & 7





## **The Commission of Inquiry**

### **LIABILITY**

**Ex-President Yahya Jammeh was made a signatory to all of GNPC's foreign accounts without board approval. Momodou Badjie is liable for the loss emanating from such an unauthorized action.**



## The Commission of Inquiry

### **31. EDWARD GRAHAM**

#### **A. Background**

Mr. Edward Graham's career at SSHFC started in 1982 when he joined the Corporation as an Accounting Assistant. He served in various other positions within the Corporation- Director of Finance from 2004 to 2007; Deputy Managing Director; Managing Director in 2010 for 2 months and was relieved of his duties. He was reinstated in 2012 as Managing Director of Social Security and Housing Finance Corporation from August 2012 to 7<sup>th</sup> March 2017.

During Mr. Graham's tenure as Managing Director, loans were granted from Social Security Funds at the request of OP some of which the Commission finds did not qualify as investments, and some without Board approval.

#### **B. LOANS**

##### **B.1 D15 Million Loan**

In September 2012, the Secretary General at the time, Njogu Bah wrote to the Managing Director of SSHFC requesting for a loan of D15million meant for the purchase of Tobaski rams. The evidence of Mr. Graham is that the written request was preceded by verbal instructions from Njogu Bah. According to Graham, he was informed by Njogu Bah that Tobaski rams were being sold at exorbitant prices therefore the Government decided to intervene in order to assist civil servants.

Mr. Graham instructed the Deputy Managing Director, Saibatou Faal and Finance Director, Abdoulie Cham, to go ahead and execute "as usual". He testified that he was trying to settle down because he had just resumed duties as Managing Director the previous month. The D15million was deducted from the Injuries Compensation Fund. The loan request was not presented to the Board for approval neither was ratification sought after the cash was dispensed. The loan is yet to be repaid.

#### **CRIMINAL LIABILITY**

All the parties involved i.e. Dr. Njogou Bah, Mr. Edward Graham, Mr. Saibatou Faal, and Mr. Abdoulie Cham aided and abetted the Ex-President to illegally take SSHFC funds for to purchase rams, even if they believed that there was a genuine intention to repay it.



## **The Commission of Inquiry**

### **CIVIL LIABILITY**

The Ex-President is liable to repay the sum of D15million at first instance failing which the 4 officers would be liable for it.

#### **B.2. 4. Loan of USD4.5 Million for acquisition of State Aircraft**

OP requested a loan of USD4.5 Million the equivalent of D148.5 Million payable within 12 months by a letter dated 28<sup>th</sup> August 2012 signed by Dr. Njogu L. Bah addressed to the Managing Director SSHFC for the acquisition of a State Aircraft which was never repaid.

A loan agreement was signed. The giving of the loan by the Managing Director of SSHFC Mr Edward Graham was irregular because it was not authorised by the Board before it was given and it was not within the power of the Managing Director to make. Mr. Graham was found to have acted in excess of his powers.

### **LIABILITY**

**Breach of the SSHFC Act, a probable offence under Section 115 of the Criminal Code.**

#### **B.4. EUR200,000 be paid to LC2 -GRTS**

In January 2013, the Managing Director of SSHFC received executive directives from the Office of the President directing that the sum of EUR200,000 be paid to LC2 International on behalf of Gambia Radio and Television Services (GRTS) for transmission rights for the African Cup of Nations Matches and other international football tournaments.

Mr. Graham testified that that he is aware of the transaction but he was probably away when the transaction took place. Hence it was signed by his Deputy Managing Director Saibatou Faal and the Finance Director Abdoulie Cham. There was no Board Resolution although Mr. Graham has stated that he informed the board after the fact and no objection was raised by the board members.



## The Commission of Inquiry

### B.5. Loans to Public Enterprises and Gambia Government

The Commission found that Mr. Edward Graham acted in excess of his powers in the giving of the following loans to PEs and Government because he did not have Board approval before giving the loans.

- **Brikama Power Plant, Corporate Loan: 2007 of D118,000,000.00**
- **Loan to M.A Kharafi (2010) and Outstanding AU Villas Balances**

Request Date from Office of the President	Transaction Description	Loan	Beneficiary (Obligor)	Amount
24/11/2014	Loan to M.A Kharafi (2010)		Gambia Government- Ministry of Finance &	GMD41,820,000.00
24/11/2014	Outstanding Balance on AU Villas		Gambia Government - Office of the President	GMD7,800,000.00

- **Loan Turnkey Housing Estate (Science Academy)**

Request Date from Office of the President	Transaction Description	Loan	Beneficiary (Obligor)	Amount
24/11/2014	Turnkey Housing Estate (Science Academy)		Gambia Government- Ministry of Higher	GMD86,000,000.00

### Liability

**Failure to comply with the SSHFC Act, a probable offence under section 115 of the Criminal Code**



## The Commission of Inquiry

### **B.5. Leasing of the Ocean Bay and Sun Beach Hotels to BP Investment Group FZE (BPI)**

Ocean Bay Hotel was leased to BP Investment Group FZE (BPI) led by **Mr. Nicolae Buzaianu** Ambassador at Large on the instructions of Ex-President Jammeh conveyed in an Executive Directive dated the 19th August 2013<sup>411</sup>. The SSHFC Board approved the leasing and a lease agreement was executed between SSHFC and BPI on the 30th October 2013 for an initial period of 10 years with an option to renew for a further 5 years after the expiry of the initial term<sup>412</sup>. The Commission found that while the Executive Directive was the primary reason the two hotels to BPI, the SSHFC Board and Management were negligent in that they did nothing to find a way out or even get the Ex-President to understand that leasing the two hotels on the terms stipulated in Exhibits MS181(A) and MS181(B) was not in the very best interest of the Corporation.

#### **LIABILITY**

#### **Breach of duty of care by the Board and the Managing Director**

### **C. Mr. Graham's Reaction to the evidence**

According to Mr. Graham, loans are an investment and SSHFC had authority to grant loans to Government. The Government is the ultimate custodian of SSHFC's funds. According to Mr. Graham, SSHFC did not have the mandate to approve or disapprove directives from the Minister of Finance or the Office of the President. He added that management takes such directives to the board by way of a formality and for information purposes but not for approval or disapproval. Mr. Graham also stated that when executive directives were given, he did not follow accepted investment norms, they must be enforced. The Commission finds that this view is not supported by any law or policy and not consistent with his duty to the Board.

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<sup>411</sup> Exhibit MS 249

<sup>412</sup> Exhibit MS 181



## The Commission of Inquiry

### **32. ABDOULIE B. CHAM**

#### **A. Background**

Mr. Abdoulie Cham is the Director of Finance and Investments at the Social Security and Housing Finance.

#### **C.1 D10,000,000 Loan to KGI**

Momodou Lamin Gibba wrote a letter signed by him and Mr. Abdoulie Cham addressed to the Managing Director Trust Bank Gambia Limited to debit the National Provident Fund A/C No: 1110765701 with the sum of D10 Million to KGI International A/C 11011807801<sup>413</sup>. It cannot be regarded as a loan when no returns were agreed for the Corporation and no formalities were put in place for its return.

#### **LIABILITY**

**All the parties involved i.e. Mr. Gibba and Mr. Abdoulie Cham aided and abetted the Ex-President to illegally take SSHFC funds to purchase rams, even if they believed that there was a genuine intention to repay it.**

#### **CIVIL LIABILITY**

**The Ex-President is liable to repay the sum of D10million at first instance failing which the 2 officers would be liable for it.**

#### **B.1 D15 Million Loan**

Mr. Graham instructed the Deputy Managing Director, Saibatou Faal and Finance Director, Abdoulie Cham, to go ahead and execute "as usual". He testified that he was trying to settle down because he had just resumed duties as Managing Director the previous month. The D15million was deducted from the Injuries Compensation Fund. The loan request was not presented to the Board for approval neither was ratification sought after the cash was dispensed. The loan is yet to be repaid.

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## **The Commission of Inquiry**

### **CRIMINAL LIABILITY**

**All the parties involved i.e. Dr. Njogou Bah, Mr. Edward Graham, Mr. Saibatou Faal, and Mr. Abdoulie Cham aided and abetted the Ex-President to illegally take SSHFC funds to purchase rams, even if they believed that there was a genuine intention to repay it.**

### **CIVIL LIABILITY**

**The Ex-President is liable to repay the sum of D15million at first instance failing which the 4 officers would be liable for it.**

### **B.2. SSHFC LOANS GENERALLY**

Mr. Cham served as Finance Director during the period when most of the irregular and/or unlawful loans were granted by SSHFC. The Commission found that as Director of Finance and Investment, Mr. Abdoulie Cham, has not demonstrated vigilance and rigor in protecting pensioners' funds considering that he was responsible for SSHFC's investment portfolio. Although the MDs changed at various periods, Mr. Cham however remained in his role over the period and owed a duty of care which was not apparent in the manner he performed his job.

### **LIABILITY**

**Neglect of duty contrary to section 113 of the Criminal Code & Section 115**



## The Commission of Inquiry

### **33. MANLAFY JARJU**

#### **B.1. Background**

Mr Manlafy Jarjue served as Minister of Land and Local Government from March 2002 to March 2005. He is currently a First-Class Magistrate; he has been in this position for the past 3 years.

As Minister responsible for Lands, Mr. Jarjue allocated land to the Ex-President.

#### **B.1. Free Allocations to the Ex-President**

Location	Lease No.	Hectares	Leased to:	
Bijilo Triangle- Santangba		1.16	Ex-President	Free Allocation
Santangba	P18/2003	1,486.16	Ex-President	Free Allocation
Kanilai	P19/2003	1867.98	Ex-President	Approved a Region Lease
Kanilai	DI.29/I27	161	Ex-President	Approved a Region Lease

#### **B.2. Arranging the purchase of Lands at Sanyang Howba**

Mr Jarju testified that Ex-President wanted Land in Sanyang Howba. He sent Mr Jarju to speak to the villagers and ask them whether any one wanted to sell property that was on the beach. Mr Jarju spoke to a Kabilo Elder named Jibba Jabang, who told him they had 100 by 300 meters piece of land for the price D300, 000. Mr Jarju related this to the Ex-President who bought the property, he gave Mr Jarju the money who took it to the elders and paid for it.

However, the 2 kilometres given to the Ex-President at Howba Sanyang was not paid for. Mr Jarju said that this was normal because when the Ex-President went to a village and asked for land, they would give it to him without anyone dissenting.





## **The Commission of Inquiry**

The Commission has found that the said area is within the TDA lease, and therefore the Minister could not legally issue a lease to the Ex-President over the TDA Lease.

### **LIABILITY**

**Assisting the Ex-President in wrongful appropriation of public Land. Probable offence under section 115 of the Criminal Code.**

### **B3. Leases Granted**

Whilst serving as Minister of Land, Mr Jarju approved the granting of a lease to Gam Petroleum Storage Facility at Mandinari. Mr Jarju. He testified that he approved the lease because he received instructions from the Ex-President for him to work with shareholders and the village to make sure the facility comes to realization. Mr Jarju has stated he did not take any steps to make sure the villagers were adequately compensated as he believed the Government would do the right thing and compensate them properly.

The Commission has found that the procedure set out in the State Lands Regulations was not followed in the acquisition of the land. The Lease was also issued before the pre-conditions in the Allocation letter were complied with.

### **LIABILITY**

**Failure to comply with applicable procedure contrary to section 115 of the Criminal Code.**



## The Commission of Inquiry

### **34. ISMAILA KABA SAMBOU**

#### **A. Background**

Mr Sambou started as a small summary clerk to a Cooperative Secretary under the cooperative union in 1964. He then rose from this position to Secretary to Coordinator, to Field Operation Coordinator to Assistant Manager, ILO counterpart assistant, I under the Cooperative Union. He was appointed Minister of Lands from 2005-2010 whilst he was serving as the Alkalo of Darsilami Village. In 2010 he was relieved from this role, after two weeks he was appointed High Commissioner to Senegal concurrently also as the Ambassador to Mali and Burkina Faso. This was his last appointment with the government.<sup>414</sup>

As Minister responsible for Lands, Mr. Sambou allocated 28 leasehold lands to the Ex-President.

#### **B.1. Free Allocations to the Ex-President**

<b>Location</b>	<b>Lease No.</b>	<b>Hectares</b>	<b>Leased to:</b>
Fajara M Section Coastal highway from Traffic Lights to Jeshwang	K537/2007	0.18	KFF
Fajara M Section Coastal highway from Traffic Lights to Jeshwang	K536/2007	0.18	KFF
Banjul, Sarro Garden	K175/2012	62.68	KFF
Bakau women garden Mile 7 (Coastal road)	K67/2009	1.25	KFF
Fajara water tank- Atlantic Road	K353/2009	1.1	Ex-President
Cape Point Bakau Extention layout plot 1-6	Not seen		1. Ex-President 2. Asombi Bojang 3. Sheriff Swaneh and Son

<sup>414</sup> Transcript of Ismaila Sambou dated 18<sup>th</sup> September 2018



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			4. Mohammed Ceesay
			5. Wife of Ismaila Kabba Sambou
Brufut -Madam Nadiany Bamba - Bird Reserve		0.415	Madame Bamba
Busura 1	K27/2008		Ex-President
Busura 2	K28/2008	192.21	Ex-President
Seyoni Village 1		40.45	Ex-President
Seyoni Village 2		63.87	Ex-President
Dimbaya Village		23.71	Ex-President
Elephant Island-Jassong	P25/2008	1079	Ex-President
Essau	P19/2008	0.1507	
Essau	P19/2008	0.1216	
Essau	P29/2008	0.0875	
Mayamba	P15/2008	0.075544	Ex-President
Dog Island-Sitanunku	P26/2008	4.40	Ex-President
Balanharr	P4/2009	0.36	Ex-President
Janjangbureh	P1/2009	62.25	Ex-President
Fajara Booster Station	K94/ 2011	0.58	KFF

Most of the files do not indicate how the Ex-President acquired the properties. The allocations include hills, Islands and wetlands that are not supposed to be allocated.

One of the allocations Fajara Water Tank Atlantic Road, Fajara, was stated in the Lands Office file as having been allocated to the Ex-President as a birthday present.



## **The Commission of Inquiry**

He also approved the creation of an illegal layout at Cape Point Sea Front and allocated 2 plots to the Ex-President and his Mother, and one plot to his own wife Lamarana Bah which was developed.

### **LIABILITY**

**Probable causes for an offence has been committed under section 360- Corrupt practices**

**Breach of statutory duty contrary to section 115 of the Criminal Code.**

### **C. Mr Sambou's Reaction**

Mr Sambou's explanation for this was that he only approved allocations but did not do the actual allocating. He stated that the Director of Lands and his staff together with the Director of Physical Planning and his staff and their Boards of which he is not a Member were the one responsible. They would bring him a file and he would approve it because he knew they had the necessary skills and expertise. He would not question it neither would he scrutinise it.<sup>415</sup>

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<sup>415</sup> Ibid



## The Commission of Inquiry

### **35. MOMODOU AKI BAYO**

#### **A. Background**

Momodou Aki Bayo joined the service as a Graduate Executive Officer in 1977, 1987 he was appointed Commissioner of NBD for 9 months; then Ministry of Works; Ministry of Education as Deputy Permanent Secretary; in 1993 he was appointed Commissioner URR; after the 1994 Coup he was recalled and became first PS to the then Vice Chairman of AFPRC, Sanna Sabally. He was then transferred to the Ministry of the Interior from 1995-1997; 1999 he became Administrative Office and Principal Registrar University of The Gambia. He went on International Appointment to Regional Maritime Academy in Ghana for 8 years; became Director General Gambia Maritime Administration 2009 to 2012; then PS 1 Ministry of Foreign Affairs 2012; appointed Cabinet Minister of Regional Administration, Lands and Traditional Rulers August 2012; He became ambassador to Russia in 2012 and was removed for a period then appointed Minister for Lands and Regional Government from 7th July 2014 to 5th May 2016.

As Minister responsible for Lands, Mr. Bayo allocated 51 lands to the Ex-President.

#### **B.1. Free Allocations to the Ex-President**

<b>Location</b>	<b>Lease No.</b>	<b>Hectares</b>	<b>Leased to:</b>
Banjul	K154/2013		Gambia Milling Corporation
Gunjur Madina Salam Kenyekenye Jamango		35.70	KFF
Kartong Jabangring		12.35	KFF
Sambouya Madikuli		34.05	KFF
Howba Sanyang		41.92	KFF
Siffoe Garden (1)	K179/2012	452.83	Ex-President
Siffoe Garden (2)	K379/2015	452.83	Ex-President



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Siffoe Garden (3)	K373/2015	192.57	Ex-President
Tujereng 1	K178/2012	38.17	Ex-President
Tanji Bird Reserve	K215/2013	414.21	KFF
Brufut fish landing site bird reserve	K380/2015	7.76	Ex-President
Darsillameh	K376/2015	246.82	Ex-President
Duwasu	P27/2010		Ex-President
Kampassa Village	P25/2013	34.24	Ex-President
Kayaborr, Jifonni and Kalimou Farms	P61/2015	593.42	Ex-President
Bantangjang, Jifonni and Kalang Farm	P49/2015	205.76	Ex-President
Alla Kunda Park	P67/2015	666.55	Ex-President
Bujinga	P32/2013	411.72	KFF
Kafenda Farm	P53/2015	320.45	Ex-President
Burrock	P54/2015	28.92	Ex-President
Ngiffi Farm	P55/2015	899.31	Ex-President
Kanilai Cashew Garden	P56/2015	72.18	Ex-President
Kanilai None Garden	P57/2015	47.60	Ex-President
Kanilai Animal Park	P58/2015	706.68	Ex-President
Bunuborr Park	P59/2015	1352.02	Ex-President
Tintiba farm		6.70	Ex-President
Kanilai Airport Park		1199.58	Ex-President



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Dobong Residence	P69/2015	5.08	Ex-President
Bujinga Farm	P70/2015	555.36	Ex-President
Santangba Park	P71/2015	2506	Ex-President
Jomo Kunda and Joiner Farm		128.69	Ex-President
Nyagit	P31/2007		Ex-President
Sita Farms	P44/2015	408.64	Ex-President
Bintang Katakore Kassange		187.89	Ex-President
Bintang Lewoto	P51/2015	43.93	Ex-President
Jalolo Island		181.69	Ex-President
Batending Kajara Farm	P47/2015	528.94	Ex-President
Kaw Kaw Island	P50/2015	654.73	Ex-President
Bintang Island	P52/2015	1324.10	Ex-President
Bulangorr Islands	P72/2015	776.90	Ex-President
Bulangorr Lewoto	P74/2015	171.67	Ex-President
Bulangorr Island 2	P23/2013	724.37	Ex-President
Bulangorr village 3		33	KFF
Bulangorr Village (New Plot)	P22/2013	8.03	KFF
Ndemban		59.925	Ex-President
Gissay Manduar and Bankuling -Kiang Park	P48/2015	3649.71	Ex-President
Burong/Bantasu-Santangba/Taborang/Jula	P60/2015	2946.19	Ex-President



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Kunda and Missara Park

Balanger Kerr Ndare	P11/2015	17.68	Ex-President
Kerr Isha	P17/2015	206.70	Ex-President
Bati Hai	P13/2015	222.27	Ex-President
Chamen	P24/2013	97.53	Ex-President

Mr Bayo granted these extensive tracks of land, there is no evidence to suggest that proper procedure was used when these lands were granted.

Some of these lands were within the TDA and therefore the Minister could not legally issue a lease to the Ex-President over the TDA Lease.

### LIABILITY

**Assisting the Ex-President in wrongful appropriation of public Land. Probable offence under section 115 of the Criminal Code.**

#### C. Mr. Bayo's Reaction

Mr Bayo's explanation was two-fold. He said he was heavily reliant on technical staff and would approve the allocations they brought to him without checking. He stated that if it was pointed out to him that he could not allocate these lands then it would have been helpful.<sup>416</sup>

Mr Bayo's also said that KFF was synonymous with the Ex-President and there was a climate of fear that he did not process it then he could face detrimental consequences. He went on to explain that the files would be brought to him with instructions that the Ex-President wants the documents as soon as possible. Mr Bayo has stated that the Ex-President was passionate about land and had an obsession with possessing land.<sup>417</sup>

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<sup>416</sup> Transcript of Momodou Aki Bayo dated 10<sup>th</sup> April 2018

<sup>417</sup> Transcript of Momodou Aki Bayo dated 10<sup>th</sup> April 2018





## The Commission of Inquiry

### **36. EBOU JALLOW**

#### **A. Background**

**Ebou Jallow** was a soldier in the Gambian Armed Forces and serves as an Officer in the Infantry Battalion in 1988, Officer Cadet; Captain and Commanding Officer of the Gambia Navy. In 1995, he became the Spokesperson for the Armed Forces Provisional Ruling Council under Yahya A.J.J. Jammeh.

B. Ebou Jallow was involved in the financial dealings of the AFPRC and its Chairman.

#### **B.1. USD35 Million Loan from Taiwan**

Ebou Jallow worked with Alieu Conteh (Witness no. 247) to forge diplomatic relations with Taiwan in the expectation of obtaining financial aid for the AFPRC Transition Programme. He accompanied Bala Garba Jahumpa to sign for the loan of USD35 Million. He negotiated for cash payment on the instructions of the Ex-President which was paid to him which was deducted from the Loan amount. He presented the cash to the AFPRC as confirmed by Mr. Momodou Lamin Kabba Bajo (Witness No. 120), a member of the then AFPRC testified that USD5 million cash was brought to the Council by Captain Ebou Jallow around the same time by special flight from Taiwan. USD 2.7 has not been accounted for. He said the funds were handed over to the Ex-President. He was escorted by Edward Singhateh to deposit the said amount (2.3 million)<sup>418</sup>.

#### **CRIMIANL LIABILITY**

**Probable Conspiracy to steal USD5 Million and theft of the said amount even if part of it was then deposited;**

**Official Corruption contrary to section corruption contrary to section 86**

**Conspiracy to steal USD3 Million.**

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<sup>418</sup> Ebou Jallow's testimony dated 4<sup>th</sup> Sept. 2018 at 15:11



## **The Commission of Inquiry**

### **Abuse of Office**

#### **B.2. Opening of Swiss Bank Account**

He participated in the opening of a Swiss Bank Account by the Ex-President through one Philip Bidavid who flew into the country to arrange the transaction and collected an unconfirmed sum of money. He testified that he had made a deposit of USD1.7 Million into the account which he was told by the Ex-President came from Muamar Gadhafi of Libya.

### **CRIMINAL LIABILITY**

#### **Conspiracy to effect an unlawful purpose**

#### **B.3. Theft of USD3 Million from the CBG Account**

The Ex-President authorized the transfer to his private banker, Phillippe Bidawid in Switzerland of the sum of USD3 Million from the CBG. The Ex-President then gave him a power of attorney to receive the funds in Switzerland. He received the funds in Switzerland and testified that he was instructed to pay USD1 Million to one Francois Guillet, and collected materials which he later discovered was for counterfeiting which he brought back to Gambia.

Mr. Abdoulie Cham testified that the sum of USD1.7 Million was recovered through the courts, but Mr. Jallow believed that the money was paid by the Ex-President from his personal account in Switzerland.

### **CRIMINAL LIABILITY**

#### **Assisting in the theft of USD3 Million public funds**

B.2. The AFPRC has failed to account for the USD32,220,000.00



## **The Commission of Inquiry**

### **Liability**

**To account for the said sum jointly and severally or be answerable for the amounts not accounted for.**

### **C. COMMENT**

The Commission is of the view that the ouster clauses under the Second Schedule of the Constitution do not apply as the members of the AFPRC were not acting in the performance of their official duties or in exercise of their executive powers when they operate outside the framework of the law or misappropriated public funds.



## The Commission of Inquiry

### **37. EDWARD SINGHATEH**

#### **A. Background**

**Mr. Edward Singhateh was a member of the AFPRC from 22<sup>nd</sup> July 1994. He was Minister of Defence from July 1994 to February 1995; Vice Chairman of the AFPRC from February 1995 to October 1996; Vice President immediately after the Presidential Elections in 1996; Minister for Presidential Affairs, Fisheries, Natural Resources, the Environment and National Assembly Affairs from March 1997 to May 1999; Minister of Works, Communication and Information in 2000; Minister of Works, Construction and Infrastructure in 2001; Minister of Trade, Industry and Employment in 2003; Minister of Forestry and Environment from March 2005 until September 2011; Magistrate from March 2011 to March 2013 and Vice President of the ECOWAS Commission from March 2016.**

#### **B.1. USD35 Million Loan from Taiwan**

The Evidence shows that Mr. Singhateh was signatory to the CBG 3M account. Of the USD3Million cash brought back by Ebou Jallow USD2,220,000 was deposited by Mr. Singhateh and Ebou Jallow (although Mr. Singhateh denies this, the evidence to this effect is credible) with the full knowledge that that was not the only amount taken.

#### **CRIMINAL LIABILITY**

##### **Probable Offences**

**By being signatory to the Account conspired to breach the Constitutional provisions for dealing with public funds and probably violated section 115 of the Criminal Code.**

**Aiding and abetting the theft of USD2.7Million not deposited.**

**Abuse of Office, contrary to section 90 of the Criminal Code**



## **The Commission of Inquiry**

B.2. The AFPRC has failed to account for the USD32,220,000.00

### **Liability**

**To account for the said sum jointly and severally or be answerable for the amounts not accounted for.**

### **C. COMMENT**

The Commission is of the view that the ouster clauses under the Second Schedule of the Constitution do not apply as the members of the AFPRC were not acting in the performance of their official duties or in exercise of their executive powers when they operate outside the framework of the law or misappropriated public funds.



## The Commission of Inquiry

### **38. YANKUBA TOURAY**

**Mr. Yankuba Touray** was a soldier and member of the AFPRC. He served as Minister of Local Government from 1994 to 1999; Minister of Youths and Sports from 1999 to 2001; Minister of Tourism and Culture from 2001 to 2002; Minister of Communication from 2002 to 2003; Minister of Agriculture in 2005 and Minister of Fisheries and Water Resources in 2007, when he was relieved of his office. He was Ambassador to Venezuela between 2012 and 2013.

Yankuba Touray was responsible for supervising the Transition Programme projects. Mr Touray testified that he knew the source of the funds for the projects, but did not know the amount of the money lodged into the account. He never asked. He denied knowledge of USD5 Million cash coming to the Council. The Commission does not find his evidence credible in the light of the evidence from other members of the Council and his involvement in the execution of projects claimed to have been financed from the account.

B.2. The AFPRC has failed to account for the USD32,220,000.00

#### **Liability**

**To account for the said sum jointly and severally or be answerable for the amounts not accounted for.**

### **C. COMMENT**

The Commission is of the view that the ouster clauses under the Second Schedule of the Constitution do not apply as the members of the AFPRC were not acting in the performance of their official duties or in exercise of their executive powers when they operated outside the framework of the law or misappropriated public funds.



## The Commission of Inquiry

### CHAPTER 3 – COMMERCIAL BANKS

#### 1. TRUST BANK LIMITED (TBL)

##### A. BACKGROUND

Trust Bank Limited (TBL) is a Gambian Bank. TBL was the personal bank of the Ex-President from 22<sup>nd</sup> July 1994 to 21<sup>st</sup> January 2017, although he opened other accounts at TBL from January 2015 where he received his salary.

B. TBL were involved in the Ex-President's financial dealings because it appeared to have been the commercial bank of choice for OP operated bank accounts as well as for Kanilai Family Farms (KFF) and Kanilai Group Investment (KGI)

The Commission is concerned about its role with regard to some of these accounts in respect of which it has made findings.

##### B.1 OP operated Commercial Bank accounts

(1) **PRESIDENT's HIV AIDS & ASTHMA TREATMENT TRUST FUND ACCOUNT – a/c nos. 11211185703, 11011185701, 12011185702**

The Current account was opened on the 27th September 2007. A letter requesting to open account was not provided but signature cards and Corporate Account Opening form were completed. A GMD Current account was opened by TBL419.

Ex – President Jammeh was the sole signatory to the accounts. Legal documents to show that this Trust fund was legally registered could not be provided.

There was no legitimate basis for the opening of this Account. Section 3 of the Money Laundering Act 2003 was not complied with.

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<sup>419</sup> Exhibit BB96B



## The Commission of Inquiry

### CIVIL LIABILITY

It would be an unjust enrichment to allow the Bank to retain any income earned from the said account.

The income earned is to be determined by the Central Bank ought to be refunded to the account to be dedicated by Government to the treatment of HIV-AIDS and Asthma in a medically proper way.

The CBG shall charge the resources of Trust bank to the extent of the income determined to have been earned pending any appeal that may be made by them to the Gambia Court of Appeal against the Commission's findings.

### **(2) MYJ FAMILY TRUST ACCOUNT – a/c no. 12011798401**

**From reviewing the 'Corporate Account Opening form', the opening of the account was triggered by Mr. Ahmad Hodroj.<sup>420</sup> Mr. Ahmed Hodroj we were informed is Mr. Mohammed Bazzi's** (Witness No. 63) in law who has been *identified as a Close Associate* i.e. married to M. Bazzi's sister.

*A foreign currency denominated account was opened i.e. USD.*

Only cash deposits were made into the account totaling USD4.1 Million and a balance of USD386.19 remained. The source of funds could not be explained as no questions were asked by TBL Officials.

Insufficient documentation - TBL did not request for adequate documentation/information when account was opened. As part of the Account Opening documents, Family Trust documents should have been obtained and filed but this was not the case. It is our understanding that the MYJ Trust is not registered in The Gambia.

There was no legitimate basis for the opening of this Account. Section 3 of the Money Laundering Act 2003 was not complied with.

### CIVIL LIABILITY

It would be an unjust enrichment to allow the Bank to retain any income earned from the said account.

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<sup>420</sup> Exhibit BB107





## The Commission of Inquiry

All charges and fees earned by Trust Bank from the MYJ Family Trust account in the total sum to be calculated and determined by Central Bank shall be refunded to the State.

The CBG shall charge the resources of Trust bank to the extent of the income determined to have been earned pending any appeal that may be made by them to the Gambia Court of Appeal against the Commission's findings.

### **(3) MRI PRESIDENTIAL PROJECT ACCOUNT – a/c/ no. 11280412101**

The account was opened on the 13<sup>th</sup> April 2011 as Signature Cards were provided. Letters requesting to open account was not provided and there is no evidence before the Commission that the opening of the Account was approved by the Minister on the recommendation of the Accountant General pursuant to section 15 of the Public Finance Act. A GMD Savings account was opened by TBL.<sup>421</sup>

*Note: Details of what MRI means could not be explained by any of the Witnesses including the TBL Official. However, according to Dr. Njogou Bah, he believed the Account was in connection to the sponsoring of MRI Machine for RVTH by the Taiwanese Government which belief sounds reasonable.*

The account was opened without any regard to section 15 of the Public Finance Act which states that before a government account is opened with a Commercial Bank, the approval of the Minister on the recommendation of the Accountant General must be sought

### **CIVIL LIABILITY**

**It would be an unjust enrichment to allow the Bank to retain any income earned from the said account.**

**The income earned to be determined by the Central Bank ought to be refunded to the account, the money to be dedicated to the Edward Francis Small Hospital.**

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<sup>421</sup> Exhibit BB119A



## The Commission of Inquiry

The CBG shall charge the resources of Trust bank to the extent of the said sum pending any appeal that may be made by them to the Gambia Court of Appeal against the Commission's findings.

### **C. DR ALHAJI YAHYA JAMMEH FOUNDATION FOR PEACE USD Account Number: 10701930502**

The TBL facilitated the theft of the cheque of USD2 Million issued to JFP by the Taiwan Embassy when they failed to pay the said cheque into the JFP account but, instead, allowed the sum to be withdrawn in cash by Alhaji Ousman Ceesay on the authority of the Ex-President. TBL ought to be jointly and severally liable for the conversion of the cheque.

The Trust Bank was in breach of their duty as bankers of JFP when they allowed the Ex-President, who has not been shown to be a signatory to the account to withdraw funds amounting to **USD7,483,875 from JFP TBL Account No. 10701930502.**

TBL has not shown that the Ex-President was entitled to borrow money from any JFP account. The loans granted to the JFP by TBL without a resolution of the JFP board were irregular and JFP is not liable to re-pay the said loans. The TBL has not shown any legal basis for debiting other JFP or charitable accounts to repay the said loan.

### **CIVIL LIABILITY**

Having regard to the manner in which the TBL has managed this account it ought not to be allowed to benefit from the account, as that would amount to an unjust enrichment. All fees or charges derived from the operations of the TBL Account USD Account Number: 10701930502 in the total sum USDD106,922.07 shall be refunded to the account for the benefit the Fund.

The President was not entitled to any loan from the JFP accounts. TBL shall refund the following sums deducted from other charitable accounts and paid into the TBL Account USD Account Number: 10701930502:

12011185702	TREATMENT OF HIV AND ASTHMA		58,461.89
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## The Commission of Inquiry

11011185703	TREATMENT OF HIV AND ASTHMA	1,676,792.06	53,487.66
11211185703	TREATMENT OF HIV AND ASTHMA	519,621.77	10,997.28
11001930501	DR ALH YAHYA JAMMEH FOUNDATION	897,000.00	18,984.12
11211755701	OPERATION SAVE A BABY	364,872.87	7,722.17
11211755701	OPERATION SAVE A BABY	520,643.29	11,018.00
TOTAL			

**D. PRESIDENT'S EMPOWERMENT OF GIRLS EDUCATION (PEGEP) Account**  
Nos. 100-098266-01, 112-098266-02, 107-098266-03

Trust Bank behaved improperly and illegally when they failed to comply with the provisions of Anti-Money Laundering Act. They ought not to be allowed to retain any income made by them in the illegal operations of PEGEP. Each of these banks should account for and refund to the State all money earned by way of fees and charges from the accounts.

The Central Bank should calculate/assess all income earned by TBL from PEGEP accounts and refund same to the State. These are:

### **CIVIL LIABILITY**

**It would be an unjust enrichment to allow the Bank to retain any income earned from the said account.**

**The income earned to be determined by the Central Bank ought to be refunded to the account, the money to be dedicated to the Education of Girls.**



## **The Commission of Inquiry**

The CBG shall charge the resources of Trust bank to the It would be an unjust enrichment if the bank was to be allowed to keep income made from an illegal account pending any appeal that may be made by them to the Gambia Court of Appeal against the Commission's findings.



## The Commission of Inquiry

### 2. GUARANTY TRUST BANK (GAMBIA) LIMITED

#### A. BACKGROUND

Guaranty Trust Bank (Gambia) Limited (GTB) is a subsidiary of a Nigerian Bank. GTB was the personal banker of the Ex-President from January 2015 where he received his salary.

GTB was involved in the Ex-President's financial dealings. The Chairman of GTB from its incorporation until January 2017, Mr. Amadou Samba, was a close associate of Ex-President Jammeh and his referee when the Ex-President opened an account at GTB.

The Commission is concerned at their role with regard to some of these accounts in respect of which it has made findings.

#### B.1. MINISTRY OF PETROLEUM ACCOUNT – a/no. 201-117286-5-110

On the 14th April 2015, an account- Ministry of Petroleum – Special Services Account No 201/117286-5/2/1/0 was opened at Guaranty Trust Bank by the Ministry of Petroleum<sup>422</sup>. **The account was to hold the yearly contributions paid by petroleum exploration licensees for capacity building and training in the sector in accordance with the terms of their licenses.**

The Signatories to the Account were Mrs. Sira Wally Ndow - Njai and ex-President Jammeh.<sup>423</sup> According to Sira Wally Ndow, the mandate of the Account was that both signatories needed to sign to effect a transaction. However, the Bank had on many occasions allowed the withdrawal of funds without the signatures of both signatories, and sometimes of neither.

There were withdrawals made without proper documentation and procedure. Mr. Sanna Jarju confirmed that the transactions involving USD500,000, USD348,000, and USD152,000 were done when Mrs. Sira Waly Ndow – Njai was out of the country when she contacted the MD of the Bank to make the payments.

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<sup>422</sup> Exhibit BB46

<sup>423</sup> Exhibit BB47



## The Commission of Inquiry

The Commission finds that the opening and operation of the account was illegal. The Commission believes that it was opened for the purpose of enabling ex-President Jammeh to use the resources which it held as he wished without accountability.

Guaranty Trust Bank should be sanctioned for allowing withdrawals from government account without proper documentation and signatory.

### CIVIL LIABILITY

It would be an unjust enrichment to allow the Bank to retain any income earned from the said account.

The income earned to be determined by the Central Bank ought to be refunded to the Government.

The CBG shall charge the resources of GTB to the extent of the income determined to have been earned pending any appeal that may be made by them to the Gambia Court of Appeal against the Commission's findings.

### **B.2. TAX REVENUE RECOVERY ACCOUNT – a/c no. 202154961110**

On the 8<sup>th</sup> June 2012<sup>424</sup>, Secretary General Njogou L. Bah wrote to the Guaranty Trust bank to open the Gambia Revenue Recovery Account indicating that the Ex-President and Secretary General Bah were to be the signatories to the Account. The Gambia Revenue Recovery Account at Guaranty Trust Bank (Gambia) Ltd ACCOUNT NUMBER: 202154961110; BBAN: 005101154961711024 was opened on 11<sup>th</sup> June 2012.

The Commission finds that the opening and operation of these accounts were illegal. The Commission believes that they were opened for the purpose of enabling the Ex-President to use the resources, which he or OP held, as he wished without accountability.

Section 13 of the Public Finance Act, 2014 allows the opening of Official Account in a Commercial Bank provided it is approved by the Minister on the recommendation of the Accountant General. There is no evidence before the commission suggesting that such procedure was followed.

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<sup>424</sup> Exhibit BB33



## The Commission of Inquiry

### **CIVIL LIABILITY**

It would be an unjust enrichment to allow the Bank to retain any income earned from the said account.

The income earned to be determined by the Central Bank ought to be refunded to the Government.

The CBG shall charge the resources of GTB to the extent of the income determined to have been earned pending any appeal that may be made by them to the Gambia Court of Appeal against the Commission's findings.

### **B.3 MOBILISATION ACCOUNT – a/c no. 202154675/110**

A GMD account was opened on the 10<sup>th</sup> January 2012. Only an Account Opening Document was completed. Although the Minister of Finance signed the account opening document, an official letter was not issued by the Ministry of Finance and Economic Affairs (MOFEA) or the Accountant General's office.

Section 13 of the Public Finance Act, 2014 allows the opening of an Official Account in a Commercial Bank provided it is approved by the Minister on the recommendation of the Accountant General. There is no evidence before the Commission suggesting that such procedure was followed.

### **CIVIL LIABILITY**

It would be an unjust enrichment to allow the Bank to retain any income earned from the said account.

The income earned to be determined by the Central Bank ought to be refunded to the Government.

The CBG shall charge the resources of GTB to the extent of the income determined to have been earned pending any appeal that may be made by them to the Gambia Court of Appeal against the Commission's findings.



## The Commission of Inquiry

### **B.4. ALHAMDULILLAH PETROLEUM AND MINERALS COMPANY LTD (APAM) 503113-3/3/1/0 & Dalasi account no. 503113-3/1/1/0**

GTB behaved improperly and illegally when they failed to comply with the provisions of section 25 of the Money Laundering Act. They ought not to be allowed to retain any income made by them in the illegal operations of APAM. GTB should account for and refund the all money earned by way of fees and charges to the State. Not to do so would be an unjust enrichment.

All the income earned by GT Bank earned as fees and charges on APAM accounts should be assessed by Central Bank of The Gambia.

#### **CIVIL LIABILITY**

All charges and fees earned from APAM bank accounts shall be assessed by the Central Bank of The Gambia and refunded by Guaranty Trust Bank in respect of GTB Dollar account no 503113-3/3/1/0 & Dalasi account no. 503113-3/1/1/0 for the benefit of the State.

THE CENTRAL BANK OF THE GAMBIA shall charge the accounts of GTB to the extent of the sums of money assessed, pending any appeal that may be made by it to the Gambia Court of Appeal against the Commission's findings.

### **B.5 PRESIDENT'S EMPOWERMENT OF GIRLS EDUCATION (PEGEP) GTB Account Nos. 216852111110, 204252670110**

GTB behaved improperly and illegally when they failed to comply with the provisions of Anti-Money Laundering Act. They ought not to be allowed to retain any income made by them in the illegal operations of PEGEP. GTB should account for and refund to the State all money earned by way of fees and charges from the accounts.

#### **CIVIL LIABILITY**

The Central Bank should calculate/assess all income earned by GTB from PEGEP accounts and refund same to the State, the money to be dedicated to Girls Education.





## The Commission of Inquiry

THE CENTRAL BANK OF THE GAMBIA shall charge the accounts of these 2 banks to the extent of the sums of money assessed, respectively, pending any appeal that may be made by them to the Gambia Court of Appeal against the Commission's findings.

### B.6. GAMBIA NATIONAL PETROLEUM COMPANY LIMITED (GNPC)

**GTB** are bankers of the GNPC. GNPC operated the several accounts with them:

On the 13<sup>th</sup> August 2013 Office of the Ex-President gave instructions to GNPC to change the signatories to the dollar accounts from GNPC CEO and Finance Director to Ex-President Yahya Jammeh and the Secretary General Momodou Sabally. According to Mr. Momodou Badjie, the Managing Director GNPC the Board of Directors was not aware of the change of signatories and it was not brought to their attention for any resolution to issue. GTB effected the change without a resolution from the Board.

The GTB account affected was:

Bank	Account Name	Account Number	Date	SIGNATORIES
Guaranty Trust Bank (Gambia) Limited (GTB)	GNPC Dollar Account	201108217210	13 <sup>th</sup> August 2013	Ex- President and Mr. Momodou Sabally
			7 <sup>th</sup> July 2014 (added on) and deleted on the 3 <sup>rd</sup> September 2014	Mr. Abdoulie Sallah
			3 <sup>rd</sup> Sept. 2014 (added on) and deleted 28 <sup>th</sup> July 2016	Mr. Kalilou Bayo ad 28/07/2016



## The Commission of Inquiry

			8 <sup>th</sup> Sept. 2016 (added on) and deleted 19 <sup>th</sup> July 2016	Mr. Sulayman Samba <sup>425</sup> .
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Under the directives of the Ex-President the funds in the account were illegally spent on none GNPC related matters amounting to **USD1,723,229.48**.

The Commercial Banks implemented the change in signatories to that of Ex-President Jammeh and the then SG Mr. Momodu Sabally based on a GNPC letter signed by the MD (Mr. Momodou Badjie) and Head of Finance (Mr. Madun Sanyang). GNPC was a limited liability company in 2013 and a Board resolution was needed to effect the change in signatories. However, there was no board resolution passed to effect change as Mr. Badjie confirmed that the Board was only notified after following the implementation of the directive. The Commission is of the view that it would be an unjust enrichment if they are allowed to keep any income realised from the accounts after the signatures were unlawfully changed.

### LIABILITY

GTB is jointly liable with the Ex-President to refund the sum of USD1,723,229.48 illegally spent by the Ex-President from these accounts.

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<sup>425</sup>Change of signatures request from MD GNPC to GTB dated 13th August 2013 adding ex -President and Mr. Momodou Sabally as signatories to the GNPC Dollar Account - 201108217210 admitted as Exhibit BB53A.



## The Commission of Inquiry

### CHAPTER 4 – OTHERS

#### 1) M.A. KHARAFI & SONS LTD

##### A. Background

The Commission has found that USD5 Million was stolen from Central Bank by Baba Jobe and used to purchase all the shares in Side Gambia Invest which owned the Kairaba Beach Hotel. The Shares were held by West Coast Properties Ltd a Company owned by Baba Jobe and Lang Conteh. The Ex-President seized the Kairaba Beach Hotel and forced Baba Jobe and Lang Conteh to transfer the shares to his company Millenium Industrial and General Trading Ltd. (Millenium), an offshore company registered in “Maluaga, Alosi, Niue”<sup>426</sup> owned by Ex-President Jammeh.

The Commission finds that USD5 Million transferred from Central Bank can be directly traced to the acquisition of the Kairaba. There was, therefore, a clean substitution of the money for the shares. The shares so acquired should have been put in the name of the Gambia Government. The act of transferring the shares to a private company - West Coast - and not the Government was consequently illegal and amounted to a clear act of misappropriation/theft of the money/shares by the Ex-President under section 245 of the Criminal Code.

The Ex - President thereafter compelled the transfer of what was stolen property to his company, Millenium. This act amounts to receiving stolen property contrary to section 297(1). The President having received stolen shares through the Millenium then purported to sell the shares to Kharafi.

M.A. Kharafi & Sons Ltd (Kharafi) bought Kairaba Beach Hotel from Millenium, in June 2004. The sale price was USD10 million less USD2,632,573.82 to pay off a liability owed by the vendor to Standard Chartered Bank. The net purchase price received by the Ex-President through Mr. Momodou Lamin Sonko TBL account No.107 97793 01<sup>427</sup> was USD7.3 million.

A deed of assignment was not executed as would be normal in the sale of registered landed property. Instead, a new lease was sought and issued first to Mr. Mohamed AbdulMohsen Al-Kharafi & Sons and then replaced by a corrected version to M.A. Kharafi & Sons Gambia Ltd.

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<sup>426</sup> Exhibit MS92G

<sup>427</sup> Exhibit MS116



## The Commission of Inquiry

The Commission further finds that while Kharafi gave valuable consideration they were not bona fide purchasers without notice in that they failed to properly investigate the title which they sought to acquire and to satisfy themselves that the purported seller owned the property and had a right to sell it. They should be regarded as having constructive notice of the fact that the President's title to the property was questionable. Kharafi's interest cannot override the Government's beneficial interest in the property.

We conclude that the Government of The Gambia had sole proprietary rights over the Kairaba at the time of the purported sale to Kharafi and was, in fact, the beneficial owner in law.

### CIVIL LIABILITY

The USD10 Million paid by M.A. Kharafi, USD7,367,426.18 was paid to Trust Bank for the benefit of the President. The balance of USD2,632,537.82 was applied towards the payment of the loan obtained from Standard Chartered Bank by Kairaba.

Kharafi's investigation of title to the Kairaba was not thorough. However, Government of the Gambia was also faulty in issuing a new State lease to Kharafi rather than simply let the latter obtain the usual deed of assignment. Considering all the circumstances the Commission strongly recommends a just solution as follows:

- 1) Of the USD7,367,426, Ex- President Jammeh is liable to pay USD5 Million to Government; and
- 2) Kharafi USD2,367,426 to Government plus interest at 5% per annum from 30<sup>th</sup> June 2004 to 29<sup>th</sup> March 2019.

After payment of its said liability Kharafi's SAID LEASE OVER Kairaba is to remain unchallengable.

- 3) The State cannot manage Kairaba well and should seek monetary compensation rather than the asset itself.
- 4) If the State takes over Kairaba after fifteen years, it might send a wrong message to future investors about the security of their assets in the country.



**The Commission of Inquiry**

**APPENDICES**



## The Commission of Inquiry

### APPENDIX 1 - ACRONYMS AND ABBREVIATIONS

ACE	African Coast to Europe
ADB	Africa Development Bank
AFPRC	Armed Forces Provisional Ruling Council
AGIB	Arab Gambia Islamic Bank Limited
AG	Attorney General
AGC	Attorney General's Chambers
AMRC	Asset Management and Recovery Corporation
AMS CORP	Analysis & Measurement Services Corporation
APAM	Alhamdulillah Petroleum & Mining Company
APRC	Alliance for Patriotic Reorientation & Construction
ASP	Assistant Superintendent of Police
ASR	Aggregation Services Router
AU	African Union
BB	Bank Exhibit Series
BCC	Banjul City Council
BOQ	Bill of Quantity/ies
BPI	BPI Investment Group FZE
Brig Gen	Brigadier General
CB	Central Bank Exhibit series
CBG	Central Bank of the Gambia
CDS	Chief of Defence Staff
CEO	Chief Executive Officer
CFA	West African CFA Franc
CISCO	Corps Information Systems Control
Col.	Colonel
Cpt	Captain
CRR	Central River Region
DG	Director General
DMD	Deputy Managing Director
DOS&FEA	Department of State for Finance and Economic Affairs
DPI	Dots Per Inch
DPS	Deputy Permanent Secretary
DT	DT Associates
EAGL	Euro African Group Limited
EFSTH	Edward Francis Small Teaching Hospital
EIA	Environmental Impact Assessment
EPC	Engineering Procurement Construction
EX PRESIDENT	Yahya A.J.J. Jammeh
EXH	Exhibit



## The Commission of Inquiry

FBN	First Bank of Nigeria
FBR	Federal Bullion Reserve
FIB	First International Bank (Gambia) Limited
FIDIC	International Federation of Consulting Engineers
GAF	Gambia Armed Forces
GAMICO	Gambia Africa Mining International Company
GCCA	Gambia Civil Aviation Authority
GDA	Gambia Divesture Agency
GEG	Global Electrical Group Limited
GEO	Geological Department Exhibit series
GICEC	Guangzhou International Construction & Engineering Company
GIEPA	Gambia Investment & Export Promotion Agency
GGC	Gambia Groundnut Corporation
GMC	Gambia Milling Corporation
GAMCEL	Gambia Telecommunication Cellular Company Limited
GAMTEL	Gambia Telecommunication Cellular Company Limited
GFFI	Gambia Food Feed & Industry
GIA	Gambia International Airlines
GIPFZA	Gambia Investment Promotion Free Zone Agency
GLMA	Gambia Livestock Marketing Agency
GMD	Gambian Dalasi
GMS	Global Management System
GNG	Gambia National Guard
GNPC	Gambia National Petroleum Corporation
GNIC	Gambia National Insurance Corporation
GPPA	Gambia Public Procurement Authority
GPA	Gambia Ports Authority
GP	Gam Petroleum
GPF	Gambia Police Force
GPS	Global Power System
GRA	Gambia Revenue Authority
GRTS	Gambia Radio & Television Services
GT Board	Gambia Tourism Board
Gen.	General
GTB	Guaranty Trust Bank (Gambia) Limited
GO	General Orders
GEG	Global Electrical Group
GTG	Global Trading Group
HFO	Heavy Fuel Oil



## The Commission of Inquiry

HILEC	High Level Economy Committee
HIPC	Highly Indebted Poor Countries
HIVAP	Hospital for the treatment of HIV and Aids and Asthma
HR	Human Resource
ICB	International Competitive Bidding
ICSID	International Centre for Settlement of Investment Dispute
ICT	Information and Communication Technologies
IDB	Islamic Development Bank
IGP	Inspector General of Police
IMC	International Milling Corporation
IMF	International Monetary Fund
INC	Incorporation
ING BANK	International Netherlands Group
IPP	Independent Power Purchase/Plant
JFP	Jammeh Foundation for Peace
ITFC	International Islamic Trade Finance Corporation
JVA	Joint Venture Agreement
KFF	Kanilai Family Farms Limited
KGI	Kanilai Group Investment International
KMC	Kanifing Municipal Council
KPMG	Klynveld Peat Marwick Goerdeler
LC	Letter of Credit
LRR	Lower River Region
Lt.	Lieutenant
LTD	Limited
MSA	Maintenance Service Agency
MD	Managing Director
MYJ	Mariam Yahya Jammeh Family Trust
MOU	Memorandum of Understanding
MOFA	Ministry of Foreign Affairs
MOFEA	Ministry of Finance & Economic Affairs
MOICI	Ministry of Information Communication & Infrastructure
MOJ	Ministry of Justice
MOP	Ministry of Petroleum
MGI	Multimedia Gateway Incorporation
MRI	Magnetic Resonance Imaging
MS	Miscellaneous
MVNO	Mobile Virtual Network Operator
NADA	National Agricultural Development Agency
NAO	National Audit Office
NAWEC	National Water & Electricity Company Limited





## The Commission of Inquiry

NIA	National Intelligence Agency
NEA	National Environmental Agency
NDLEA	National Drug Law Enforcement Agency
NFSPMC	National Food Security Processing Marketing Corporation
NBR	North Bank Region
NRA	National Road Authority
NNPC	Nigerian National Petroleum Corporation
OAFSL	Organisation of African First Ladies
OMC	Oil Marketing Company/ies
OP	Office of the President
OVP	Office of the Vice President
OSCF	Operation Save the Children Foundation
PCG	Phoenician Commercial Group
PE	Public Enterprise
PEGEP	President's Empowerment for Girls Education Project
PIU	Police Intervention Unit
PKF	Pannell Kerr Forster International
PMO	Personnel Management Office
P & L	Profit & Loss Account
PPA	Power Purchase Agreement
PRGF	Poverty Reduction & Growth Facility
PS	Permanent Secretary
PSC	Public Service Commission
PAC – PEC	Public Accounting Committee & Public Enterprise Committee
PURA	Public Utility Regulatory Authority
RMU	Regional Maritime University
ROC	Republic of China on Taiwan
RVTH	Royal Victoria Teaching Hospital
SC	State Corporation
SCBG	Standard Chartered Bank (Gambia) Limited
SDF	Social Development Fund
SG	Secretary General
SGLS	Solicitor General and Legal Secretary
SGT	Sergeant
SIS	State Intelligence Agency
SKB	Skye Bank (Gambia) Limited
SOE	State Owned Enterprise
SOS	Secretary of State
SSHFC	Social Security & Housing Finance Corporation
SQM	Square Meter
TBL	Trust Bank Limited



## The Commission of Inquiry

TDA	Tourism Development Area
TOTSA	Total Oil Trading SA
UAG	United Africa Group (Senegal Limited)
UHC	Utilities Holding Corporation
UTSCO	Unique Transport Systems Company Limited
URR	Upper River Region
USA	United States of America
USD	United States Dollar
WCR	West Coast Region
WARD	Water Resources & Development Co.
WB	World Bank
YDE	Youth Development Enterprise