



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 5

GOVERNMENT LOANS, GRANTS & DONATIONS

10th AUGUST 2017 - 29th MARCH 2019



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INTRODUCTION

This volume focuses on various resources—including grants, donations and loans (collectively, the “Resources”)—intended for the people and Government of The Gambia that were diverted, converted or misappropriated by, or at the direction of, ex-President Jammeh. The Resources that are the focus of this volume include a credit facility from the Export-Import Bank of India, grants provided by the Republic of China on Taiwan, Japan, and Qatar, and a donation from the Nigerian government. These Resources are each discussed separately in the five chapters that follow.

Broadly, as the evidence herein shows, Ex-President Jammeh misappropriated these Resources mostly through his private companies, particularly Kanilai Group Investment (KGI) International and Kanilai Family Farms (KFF). Once improperly diverted, the Resources were then channeled into accounts that were beneficially controlled by the former President. In addition, although the Gambian people did not benefit from the Resources, interest and principal payments on particular loans were repaid using taxpayer and public funds.

We note one limitation about this Report Volume: the figures reported herein are lower estimates of misappropriated funds. Due to the length of the period covered by the Commission’s mandate—22 years—complete records were unavailable in many instances, as transactions were not properly recorded, documents were not properly preserved, or both. In addition, we obtained limited cooperation from some individuals. For example, the Ministry of Agriculture (MOA), despite multiple overtures from this Commission, failed to provide requested documents regarding the grant from the Japanese government. Therefore, the full extent of misappropriated funds cannot be reliably determined.



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CHAPTER 1 – EXIM BANK OF INDIA LOAN (MAHINDRA TRACTORS)

Overview

On the 8th November 2005, the Government of the Republic of Gambia and the Export-Import (EXIM) Bank of India signed a dollar credit line agreement of USD 6.7 million (six million seven hundred thousand dollars) to finance the establishment of an assembly plant for tractors in The Gambia. Out of the total credit line of USD 6.7 million, USD 5.8 million was utilized as of 10 November 2017, leaving a balance of USD 0.9 million.¹

The rate of interest on the EXIM Bank credit line is 1.75% per annum. Repayment of the principal amount of the credit to be paid half yearly over such period but not exceeding 20 years with a maximum moratorium period of 5 years from the date of the first advance. The first advance was made in 2006.

On 8th November 2005, Mrs. Naffie Barry (Witness No. 77), Deputy Permanent Secretary at the Department of State for Trade, Industry and Employment (DOSTIE) signed the credit line agreement on behalf of the Government of the Gambia.² Mr. Mousa Gibril Bala Gaye (Witness No. 128), Secretary of State at DOSTIE, pursuant to a letter of authority dated 2nd November 2005 (ref. ADM 414/448/01(81), authorized Ms. Barry to sign the credit line agreement.³ The National Assembly by resolution dated 14th December 2005 consented to the ratification of the said Agreement. Ex-President Jammeh signed the Instrument of Ratification on the 26th January 2006.⁴

A contract dated 14th April 2006 was signed between the Gambia Government's Department of State for Finance and Economic Affairs (MOFEA) and Mahindra and Mahindra Limited, Mumbai India to supply components (spares) for assembly of 500 tractors in The Gambia. (*Supply, installation and commission of 500 units of 4 wheel tractors*) The contract was signed by Mr. Suruwa Jaiteh (Witness No. 80) who was the Permanent Secretary at the Ministry of Agriculture. EXIM Bank subsequently approved contract. Out of the 500 tractors that should have been assembled, 281 were assembled leaving assembled stock of 219 not sold.⁵ This is based on the only record available as at 4th April 2011.

In April 2006, prior to signing of the contract with Mahindra, an official delegation made up of Mr. Suruwa B. Wawa Jaiteh (PS 2 – Department of State for Agriculture, Mrs. Naffie Barry, Mr. Njogou L. Bah (Snr. Asst. Secretary - Office of the President), Ms.

¹ Exhibit MS79C

² Exhibit MS79A

³ Exhibit MS80

⁴ Exhibit MS80 - Instrument of Ratification

⁵ Exhibit MS132C



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Jonsaba Marenah (CEO – Gambia Divestiture Agency (GDA)⁶ and Mr. Kebba S. Touray (CEO of Gambia Investment Promotion & Free Zones Agency (GIPFZA)⁷) visited India to evaluate the two companies (Sonalika and Mahindra) that had submitted technical and financial proposals for the truck assembly project. At the conclusion of the trip, the delegation recommended that the Department of State for Agriculture should closely monitor the implementation of the tractor project. The delegation determined that the burdens and challenges of the project's implementation and commercialization would be better borne by the private sector. The delegation also determined that the Maintenance Services Agency Co. Limited (MSA), which is a Government Workshop set up to carry out vehicle maintenance and repairs, was a potential candidate for the project and recommended fast-tracking the divestiture of MSA as a first step in accomplishing this goal.⁸

Under the contract, three Mahindra tractors models were to be assembled in The Gambia:-

- 275DI (39HP Category)
- 585DI (50HP Category)
- 605DI (60HP Category)

Mahindra shipped parts and supplies for the three models and they were unloaded in March 2007. On the 10th May 2007, MSA began assembly of the tractors when engineer came from India to provide training on the tractor assembly. In total, MSA has assembled 112, 50, and 68 tractors of 275DI, 585DI, and 605DI, respectively.

Objective

The purpose of the credit facility was to mechanize agriculture in The Gambia, with the understanding that the tractors were to be assembled at MSA's premises located in Kotu, Kanifing Municipality, The Gambia, thereby creating employment and developing technical skills within the Gambian population.

⁶ GDA was set up by GOTG to implement a comprehensive divestiture programme for the public enterprises with the primary focus being to facilitate the structural transformation of Gambian enterprises to ensure their sustainable improvement

⁷ The Gambia Government established GIPFZA in 2001 to promote and facilitate private-sector development by attracting foreign direct investment.

⁸ Exhibit MS89B - Ex- President Jammeh proposed to fast track the divestiture of MSA. He announced the decision to privatize MSA at the end of 2008 and then in December 2008 ordered MSA to be sold to UTSCO



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Assembly plant was owned or beneficially controlled by Ex-President Jammeh

Mr. Suruwa Jaiteh (Witness No. 80)⁹ testified that prior to the arrival of the tractor components, MOFEA was tasked with evaluating the feasibility of awarding the tractor assembly project to private businesses, including consortia of Gambia-based entrepreneurs who were capable of servicing the loan. MOFEA consulted and met with interested entrepreneurs, including Messrs. Shyben Madi, Sana Jaiteh, Malick .A. Mboge, and Bakary Touray. The entrepreneurs were asked to submit Expressions of Interest for the implementation of the tractor assembly project.

Some of the entrepreneurs formed a consortium, Agricultural Mechanization Equipment and Supplies Company (AMESCO) that is made up of Gambia Horticultural Enterprises and the National Women Farmers Association. AMESCO subsequently submitted an Expression of Interest to MOFEA. Based on the Witness Statement of Mr. Abdoulie M. Touray, CEO of Sahel Invest Management International (SIMI),¹⁰ the AMESCO proposal was initially accepted. However, MOFEA later communicated on the 29th January 2007 that AMESCO had been removed from consideration and the project awarded to MSA, a Gambian public enterprise owned by MOFEA – 99% and Gambia Public Transport Corporation (GPTC) – 1% that was incorporated on the 15th February 1996. Under the terms of the project, the tractors were to be assembled at MSA's Kotu Workshop.

Pursuant to a January 2008 directive from ex-President Jammeh,¹¹ MSA was subsequently sold in December 2008 by the Gambia Government to Unique Transport Systems Company (UTSCO) for USD 1.3 million.¹² Quarterly payments were subsequently made into the Gambia Divestiture Account at the Central Bank of The Gambia (CBG). MOFEA submitted a paper to the National Assembly on MSA following the Parliamentary Questions for Oral Answers session raised during the Fourth Meeting of the NATIONAL Assembly (Budget Session) in the 2009 Legislative Session. A Deed of Assignment dated 22nd December 2009 with serial registration number 1147/2009 Vol.72KD was prepared and signed by Mr. Abdou Kolley, then Minister of Finance and Economic Affairs. Ms. Feryale Diab Ghanem (Witness No. 104) led negotiations on UTSCO's behalf regarding the sale of MSA by the Gambia Government.¹³

⁹ Transcript dated Tuesday 24th October 2017 of Mr. Suruwa Jaiteh

¹⁰ Exhibit MS278 – Witness statement dated 23th September 2018

¹¹ A letter from Office of the President signed by the Mr. Ebrima Sama Corr for Secretary General dated 16th January 2008 ref. OP 249/332/01/PART: IV(73) based on the directive of ex-President Jammeh stated that MSA, GPTC and other public institutions that were a burden to MOFEA must be privatized before the end of 2008.

¹² Exhibit MS89C

¹³ Exhibit MS131B – MSA Acquisition Docs and Lease (letters from UTSCO to Gambia Divestiture Agency and ex-President Jammeh within the period 6th October 2009 to 24th December 2009)



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UTSCO was owned or beneficially controlled by Ex-President Jammeh. A letter dated 6th November 2017 from the Attorney General's Chambers & Ministry of Justice addressed to MOFEA stated that UTSCO was neither in their historical nor electronic records.¹⁴ However, a Memorandum and Articles of Association¹⁵ dated 18th January 2008 was submitted to the Commission by Witness No. 104 (Feryale Diab Ghanem), which shows that UTSCO is owned by:

- Kanilai Family Farms Limited (55%);
- KGI International (25%);
- Sindola Safari Lodge Company (11%); and
- Zineb Yayha Jammeh (9%).¹⁶

According to this January 2008 Memorandum, the directors of UTSCO are Messrs. Ansumana Jammeh and Pa Ousman Bojang. Ms. Laly Diab Ghanem was appointed by Ex-President Jammeh in 2008 to run UTSCO as General Manager.

Ms. Feryale Diab Ghanem was appointed General Manager of UTSCO, a position she held until 26th July 2012.¹⁷ Ms. Diab Ghanem testified that she was approached by the ex-President to manage UTSCO on his behalf, which she did ex gratia.

In 2008, control of MSA was transferred to UTSCO. At that time, Ms. Ghanem testified that various items, including 108 tractors¹⁸, were handed over to UTSCO.¹⁹ Mr. Abdoukadri J. Newlands, a consultant hired by Ms. Diab Ghanem, prepared a handing-over report on MSA dated 22nd January 2009 and titled "Inventory of Assets, Stocks & Spares, & Property Valuation", which confirms Ms. Ghanem's testimony about the tractors.²⁰ About 421 tractors and 153 total spare parts were delivered to KGI between 30th January 2008 and 7th September 2009.²¹

The tractors, based on evidence presented at the Commission by Mr. Ebrima Njie, were subsequently sold by KGI International, a company owned by Ex-President Jammeh²² since 2007, as seen from correspondence from MSA to Department of State for Works, Construction and Infrastructure. All monies from the sale of the tractors were paid to

¹⁴ Exhibit MS89B

¹⁵ Exhibit MS131A

¹⁶ Exhibit MS310B – Certificate of Incorporation, Memorandum and Articles of Association showing ownership structure - Alhaji Yayha A. J. J. Jammeh (99%) and Ansumana Jammeh (1%)

¹⁷ Exhibit MS132 – Letter ref. PR/C/1391/(14-MOJ) addressed to the General Manager UTSCO from Office of the President headed 'Suspension of Operations'

¹⁸ Exhibit MS132A – UTSCO letter dated 19th January 2009 to ex-President Jammeh from Ms. Ferlaly Diab Hydera

¹⁹ See transcript dated 12th December 2017 of Ms. Feryale Diab Ghanem

²⁰ Exhibit MS131C 'Handing Over from MSA to UTSCO'

²¹ Exhibit MS132C

²² Exhibit BB90 - Memorandum and Articles of Association of KGI International Limited



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KGI.²³ In January 2008, for example, Kanifing Municipal Council (KMC) purchased 25 tractors from KGI International for USD 412,500 (equivalent of GMD9,652,500); the monies were paid into KGI International's bank account at KMC's Guaranty Trust Bank (Gambia) Limited Account.²⁴ Sindola Safari Lodge Limited²⁵ is another company beneficially controlled by Ex-President Jammeh. 79% of shares of Sindola's shares are owned by Kanilai Worni Family Farms Limited and 21% by Zineb Yahya Jammeh (as trustee of Muhammed Jammeh and Mariam Jammeh).²⁶

On 13th August 2007, Mr. Abdou B. Touray, Permanent Secretary at MOFEA, made an application ref. ADM 30/41/01/Part 2(101)²⁷ to the Commissioner General of Gambia Revenue Authority (GRA) for a duty waiver and clearance of the Mahindra tractors. The letter specifically stated that KGI was selling the tractors on behalf of Government.

Ex-President Jammeh controlled disposition of the tractors. As seen on delivery notes dated 17th July 2010, 18th July 2010, and 31st March 2011, Ex-President Jammeh gave some of the tractors free of charge to various individuals, including Messrs. Tombong Jaiteh, Pa Saidou Tamedou (in connection with the Bijilo Farm Project). One such schedule showed 'Tractors requested by his Excellency'.²⁸ Mr. Ebrima B. Njie (Witness No. 102)²⁹ testified that 150 tractors (275 model tractor) were distributed by ex-President Jammeh at McCarthy Square.

A recent attempt was supposedly made to transfer ownership of KGI; however, this attempt is null and void. An amended Memorandum and Article of Association of KGI International Ltd³⁰ dated 8th August 2016 was submitted showing new shareholders General Sulayman Badjie and Mrs. Woreh Njie Ceesay (Witness No.182), who purportedly hold 60% and 40% of KGI's outstanding shares, respectively. Although there was a signed director's resolution, an attendant document (instrument of transfer) attesting to the transfer of the shares was neither prepared nor filed, thereby making the 2016 amended memorandum and articles of association invalid. In addition, both General Badjie and Mrs. Njie Ceesay have been identified as close associates of ex-President Jammeh). Mrs. Woreh Njie Ceesay testified that shares were given to her as a result of her job performance.³¹ Mrs. Njie Ceesay stated that she commenced work at KGI on the 14th March 2014 and she was appointed as Managing Director.

²³ KGI is owned by Kanilai Worni Family Farms Limited – 79% and Zineb Yahya Jammeh – 21% as trustee of Muhammed and Mariam Jammeh

²⁴ Exhibit MS136 – KMC Bank Statement

²⁵ Exhibit BB122E – Incorporation documents of Sindola Safari Lodge Limited

²⁶ The ownership of KGI and Sindola are the same. Kanilai is owned 99% by Alhagi Yayha A. J. J. Jammeh

²⁷ Exhibit MS130A – Duty waiver and clearance application

²⁸ Exhibit MS130B – UTSCO Delivery Tractors

²⁹ Transcript dated 12th December 2017 of Mr. Ebrima B. Njie

³⁰ Exhibit MS192 – Amended Memorandum and Articles of Association of KGI International Limited

³¹ Transcript dated Tuesday 10th April 2018



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Proceeds from tractor sale were not paid into Gambia Government Accounts

Other evidence establishes that the proceeds from the sale of tractors were not paid into the Gambia Government's coffers. In a letter dated 25th October 2017, ref. DE 21/01/PART 49 (30) from the Accountant General's Department, Ms. Jainaba Manjang wrote that proceeds from the sale of tractors by KGI International were not lodged into any of the Gambia Government's Accounts at CBG.³²

KGI International's records show a receivables balance of GMD1,485,646.20 regarding the Mahindra tractors that was outstanding as of 13th March 2014.³³ After reviewing the receivables schedule, Mrs. Woreh Njie Ceesay testified that KGI subsequently recovered little amounts of the debts on these tractors through "Operation Bull Dozer", a task force comprising of police officers that was set up by General Sulayman Badjie.³⁴

One of the conditions of the loan agreement is that a Certificate of Completion report also has to be submitted to the EXIM Bank of India which has not yet been done. The PS of MOFEA said that Ministry of Works was at the time coordinating the implementation of the project and so was supposed to prepare one.³⁵ The PS MOFEA could not respond when asked if a report could be prepared considering that the intended objective of the project 'Agricultural mechanization' i.e. availability of tractors has not been met.

Principal and interest payments on the EXIM Bank credit facility were paid from Gambia Government Accounts

Public funds were used to make repayments (principal and interest) to EXIM Bank of India. Payments were made from the Treasury Main Account (TMA) Expenditure Account under the Directorate of National Treasury. On numerous occasions, repayments were late and penal interest was applied by the EXIM Bank.³⁶ As of October 2017, USD 2,903,333 of the principal amount and interest of USD 760,456.20³⁷ had been repaid to the Bank using public funds. The outstanding balance is USD2,930,392.

³² Exhibit MS89A

³³ Exhibit MS197

³⁴ Transcript of Witness no. 182 (Woreh Njie Ceesay) dated 17th April 2018

³⁵ Transcript of Witness no. 11 (Abdoulie Jallow) dated 8th November 2017

³⁶ Exhibit MS79B

³⁷ Exhibit MS79C



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Findings:-

- (a) The tractors were assembled by UTSCO, a company owned by Ex-President Jammeh. The tractors were subsequently sold by KGI International, a company also owned by ex-President Jammeh. Ex-President Jammeh had complete control and asserted sole rights of ownership over the tractors, which was an abuse of power and/ or his office. None of the proceeds from the sales was deposited into any of the Gambia Government's accounts at the Central Bank of the Gambia, which indicates conversion or misappropriation of funds.
- (b) Public funds were used to make repayments (principal and interest) to EXIM Bank of India; this was improper because none of the proceeds from the sale of the tractors was paid into Gambia Government coffers. Moreover, penalties from late repayments constitute a misuse of public funds.
- (c) The ostensible objective of taking the loan to mechanise agriculture was not met, as various witnesses testified to. Moreover, the misappropriation of funds underscores a failure of the National Assembly to oversee and safeguard the finances of the State. Specifically, Section 52 of the Public Finance Act 2014 states that an annual report should be submitted by the Minister of Finance and Economic Affairs to the National Assembly on the State debt management operations, guarantee and lending activities and other finance arrangements entered into. This report should have included a complete list of all outstanding State debts, including the amount owing to EXIM Bank of India. It is unclear whether such a report was actually provided to the National Assembly, and if it was provided, whether there was any discussion of the issue.
- (d) The Auditor General, who must independently monitor unusual financial activity within the government, also did not raise any red flags or alert any authorities on this matter.
- (e) KGI International was fully aware that financing was provided by EXIM Bank of India to Gambia Government, as evidenced by a letter dated 10th August 2009³⁸ and signed by Mr. Pa Ousman Bojang from KGI to the PS MOFEA. Mrs. Woreh Njie- Cessay was also aware that tractors belonged to Gambia Government.
- (f) 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.

³⁸ Exhibit MS79A – Letter headed 'Request for Information on the Mahindra Tractors Account'



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- (g) Gambia Government letterhead was used to convey decisions of Ex-President Jammeh regarding his privately owned companies. This is an indication of abuse of office as issues of conflict of interest arose on numerous occasions.
- (h) UTSCO a company owned by the Ex-President Jammeh purchased MSA for USD1.3 Million. Evidence that the sale price of MSA was the fair value cannot be ascertained as there was no valuation of the business carried out by GDA.
- (i) There is probable cause for finding that Ex-President took the tractors and appropriated them for his own use through his companies KGI and UTSCO. He gave away some of the tractors and sold sum without remitting the funds to the Government. His actions amount to theft within the meaning of section 245 of the Criminal Code.
- (j) He also committed an offence under section 5(e) & (f) of the Economic Crimes (Specified Offences) Act. He willfully violated the Loans Act and also caused the loss of the total proceeds of the loan of USD6.8 million to the economy as the sum has been and continues to be paid for from the Consolidated Revenue Fund. He acquired the tractors illegally. He 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. He thus left The Gambia with a USD6.8 million burden on the public.

Commission's Remedial Actions:-

- (a) The Government had embarked upon the recovery of the Tractors from 3rd parties before the Commission was established and continued thereafter. In a bid to recover monies, despite the fact that the useful life of the used tractors was almost non-existent, tractors that were identified and confirmed not to have been purchased were seized and valued. In line with the Commission's Order dated 12th December 2017, tractors were auctioned and the proceeds in the amount of D67,894,170 were collected.

There were a few unused tractors that were also auctioned and monies paid into the Commission's bank account maintained at Central Bank of the Gambia.

A total of D67,894,170 equivalent of USD 1,373,541.78³⁹ was collected as sales proceeds from the sale of the new and used tractors. However, the balance of USD 5,326,458.22 is still outstanding and needs to be recovered from Ex-President Jammeh.

³⁹ Exhibit CB44 - CBG's USD Revaluation rate of GMD 49.43 per USD as at October 2018 was used FOR Valuation purposes



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Recommendations:-

- (a) The difference of USD5,326,458.22 should be recovered from the assets of Ex-President Jammeh.
- (b) MOFEA should have a mechanism in place such as a robust system whereby all signed loan agreements are captured in the financial records of Government. The line ministry responsible for implementation should be engaged regularly to ensure that performance criterion of loan is achieved. MOFEA should spearhead this.
- (c) Annually, the Clerk of the National Assembly should ensure that a report is submitted by MOFEA on the State debt management operations, guarantee and lending activities and other finance arrangements entered into. This report should include a complete and comprehensive list of all outstanding State debts, including the amount owing.
- (d) KGI staff, Mr. Pa Ousman Bojang, Mr. Saja Camara and Mrs Woreh Njie-Ceesay knew that the tractors were for Gambia Government and that proceeds should have been repaid. Their actions show that they aided and abetted Ex-President Jammeh in diverting public funds. They are jointly and severally liable for the proceeds of the sale of tractors that came into their hands and not paid into public funds.
- (e) The assets of UTSCO should be attached and used to offset amounts due from Ex-President Jammeh.



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CHAPTER 2 – REPUBLIC OF CHINA on TAIWAN GRANTS

Overview

Following the establishment of diplomatic relations in 1995, until 1st November 2013 when ex-President Jammeh terminated the diplomatic relationship, the Republic of China on Taiwan (Taiwan) extended extensive financial assistance to The Gambia in the form of grants and loans. While the Commission could not determine the full extent of assistance provided, records indicate substantial amounts were improperly funneled into accounts or entities that were owned or beneficially controlled by Ex-President Jammeh. Once under the ex-President's control, the funds were used for his personal benefit. Even so, Gambian taxpayers remained responsible as though they had benefitted from the funds. In at least one instance, the Gambia Army—maintained at taxpayer expense—was tasked with completing a construction project despite representations to Taiwan that a private firm had been retained.

Taiwan provided substantial financial assistance to The Gambia between 1995 & 2013

Records obtained from the Ministry of Finance & Economics Affairs show some of the details about some of the aid packages that Taiwan provided, including loans that were granted to The Gambia Government between 1995 and 2013.⁴⁰ & ⁴¹

No.	Year loan agreement was signed	Details	Purpose	Loan amount (USD)
(1)	1995	Project in the agriculture and light industries	Debt Management	35,000,000
(2)	2002	NAWEC Power Supply Contract Project	Loan to purchase 6 Mega Watts Generator	5,000,000
(3)	2002	Taiwan – IMP/EXP Gen. Set 2 & 3 plus UPG NTW	Supply of 3 Generators (6 Mega Watts each) to include transmission & distribution	25,542,000
(4)	2004	Micro Financing and Capacity Building	Implied in name	1,000,000
(5)	2008	Technical and Vocational Education and Training	To build a training centre in Siffoe	3,600,000

⁴⁰ Exhibit MS160

⁴¹ Transcript of Mr. Abdoulie Jallow dated 1st February 2018



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	(TVET)	
TOTAL		70,142,000

Note:

The TVET Loan which was “Technical Vocational and Training Project” also had a grant component. The loan amount was USD3,000,000 which was not fully disbursed. USD1.7 million was cancelled when Gambia terminated its relations with Taiwan in 2013. It was meant to finance the construction of 2 workshops, administration building and staff quarters located at Siffoe. However, prior to the implementation of the project, there was a directive to relocate the site. Approval was sought from Taiwan and a no objection given to relocate the site. An Inspection mission from Taiwan assessed whether there was a potential variation in cost. The Financing Agreement was amended and it only affected the project sub component. The Technical Vocational Training Center is at Ndemban but is not operational. The Minister of Higher Education is in a better position to explain why it was not operational. The money was disbursed to the TVET Project which was administered by the National Training Authority. Later instruction was given for the Ministry of Higher Education to house the Project Implementation Unit.

Part of the grant component was disbursed but the balance was not because of the termination of the diplomatic relations.

The Commission has not been able to determine the full scope of assistance that was provided by Taiwan because financial records were not properly kept by personnel at the Office of the President (OP). However, in addition to the loans above, the Commission found evidence of various grants and aid packages provided by Taiwan. The evidence also shows that Secretary Generals would write letters to the Taiwanese embassy acknowledging receipt of payments provided. These letters do not account for all the money received from Taiwan but have given a helpful record of many of the monies received and what they were supposed to be used for.

- In 1996, Taiwan provided an annual medical grant of USD 400,000, which was increased to USD 600,000 in August 2010, (Receipts letters dated 29th December 2010, 21st April 2011 and 2nd December 2011 written by Mr. Alieu Njie to the Taiwanese embassy provide evidence of this) and a grant of USD 7 million for North Bank roads.⁴² (See also report on the outcome of the discussions held during Ex-President Jammeh’s state visit to China sent to the Secretary General by Permanent Secretary Alieu Ngum by letter dated 5th December, 1996.⁴³

⁴² Exhibit MS166

⁴³ Exhibit MS166A



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- In 1997, Taiwan paid off the interest on the USD 35 million loan from the Export-Import Bank of Taiwan earlier referred to.⁴⁴

Acknowledgment of aid provided by Taiwan was confirmed by contemporaneous communications between Gambia Government officials. Mr. Mambury Njie (Witness No. 55), then the Chargé d'affaires (and, later Ambassador to Taiwan), by letter dated 8th August 1997 addressed to Permanent Secretary, State Department for Foreign Affairs copied to Secretary General OP, wrote of substantial aid flow to The Gambia. Mr. Njie also complained that "there is no coherency in the way in which we coordinate our aid from the ROC". He observed the possibility of extending bilateral cooperation into other sectors if proper coordination existed. Mr. Njie further proposed that the government should suggest annual joint commission meetings at which existing programs would be reviewed and new (potentially vital) programs would be evaluated. Subsequently, during a state visit to Taiwan in 1998, Secretary of State Sedat Jobe signed a Protocol on the Cooperation between the two countries. While the Commission has not been able to locate the Protocol, according to Mr. Njie, the Protocol identified various projects in a number of sectors that Taiwan would provide grants for:

- Budgetary Support for Employment Creation (Education sector);
- Budgetary Support to Higher Education (Education sector);
- Food self Sufficiency Program (Agriculture sector);
- Special Roads Grant to include maintenance of the Serrekunda / Banjul Highway (Infrastructure sector);
- Medical Grant (Health sector);
- Grant concession component of the Vocational Soft loan Agreement.

The Commission obtained documents that corroborate the disbursement of some funds.

- Between 1st July 1999 and 30th June 2000, USD 9 million was allocated for the Gambia's national development project.⁴⁵ (See also letter from the Presidential file ref. PR/C/822/Vol. 4 from Taiwan dated 9th May 2000 ref. ROC/90509/105Y). Furthermore, Secretary General Tamsir D. M'bye (deceased), in a letter dated 19th July 1999, acknowledged receipt of a cheque of USD 3 million as first disbursement of the year. The letter did not indicate the purpose of the disbursement. Out of USD 9 Million, another USD2 Million was disbursed which on the letter it is indicated is the fourth and last disbursement under that agreement. How the remaining balance was allocated is unknown.

⁴⁴ Exhibit MS166 - see also Letter dated 18th July 1997 ref. ROC/60718/078V from Taiwan and a letter dated 15th September 1997 from MOFEA ref. ADM/387/19/02/ (60) signed by Mr. Dominic Mendy (Witness No. 189) as Secretary to State to Taiwan acknowledging and confirming receipt of funds

⁴⁵ Exhibit MS166C



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- Taiwan also agreed to pay USD 5 Million towards the principal of the USD 35 million loan that was extended by Exim Bank of Taiwan in 1995. Cheques for various sums of money were issued to various Secretary Generals each year or on their behalf of the Gambia Notable SGs are Ousman Jammeh (Witness No. 69), Ebrima O. Camara, Teneng Mba Jaiteh (Witness No. 126), Njogou L. Bah (Witness No. 20) and Momodou Sabally (Witness no. 13).
- By 2013, the USD 9 million grant that was allocated in 1998/1999 was increased to about USD 13 million per year.
- A grant in the amount of USD 1 Million per annum was extended.
- In 2012, Taiwan disbursed USD 247,798 (equivalent of D 6,935,518) for the construction of Farafenni Line Houses based on the design prepared, cost breakdown and sketch plan submitted by Value Engineering.⁴⁶

By 2006, Taiwan had opened an ROC USD account with Trust Bank Ltd. (TBL) account No. 1201076560⁴⁷ into which funds received from Taiwan were paid, and from which payments were subsequently made to the Gambia Government. There is no record of such an account before that. Cheques were written in the name of the Secretary Generals.

Assistance provided by Taiwan misappropriated for Ex-President Jammeh's benefit

The ROC TBL account shows that between November 2007 and March 2011, Ex-President Jammeh received cheques in his personal name from Taiwan. In total, USD 8.3 million was paid into the TBL account. From the TBL account, Ex-President Jammeh withdrew USD 3,300,000. An additional USD 4 million was withdrawn by Chief of Protocol Alhaji Ousman Ceesay (Witness No. 62) on the Ex-President's behalf. The remaining USD 1 million in the TBL account was transferred to Ex-President Jammeh's personal account in Trust Bank Limited (Account No. 120-106947). Payments totaling USD 1,999,899.79 were made to the President's HIV & AIDS Treatment Fund, an entity that was entirely controlled by former President Jammeh.

He also received indirectly a total of USD 4 Million through Jammeh Foundation for Peace account. An initial cheque of USD 2 Million dated 17th January 2012⁴⁸ and another USD 2 Million was transferred to JFP's account on the 11th January 2013.⁴⁹

Funds were also given to finance the establishment and running of Green Industries⁵⁰ a company directly owned by ex-President Jammeh. This was done through a cheque for USD 859,329.00⁵¹

⁴⁶ Exhibit MS169A

⁴⁷ Exhibit BB79

⁴⁸ Exhibit BB73

⁴⁹ Exhibit BB72F



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As discussed above, Taiwan disbursed GMD 6,935,518 for construction of the Farafenni Line Houses. (See letters sent from OP ref. PR/C/822/VOL.10/ (16-RCC) and PR/C/822/VOL.10/ (115-NT) dated 6th March 2012 and 26th November 2012 to Taiwan requesting for disbursement for the project.) Contrary to their intended purpose, the funds were withdrawn in cash and improperly converted for personal gain. While the documents indicate that the intended project contractor was Value Engineering, the construction was actually done by the Gambian Army.⁵² Mr. Njogou L. Bah (Witness No. 20), then Secretary General, testified that he withdrew and then kept the funds in his safe.⁵³ Moreover, the contract sum was for GMD 3.8 Million,⁵⁴ which is GMD 3 million (almost 50 percent) less than what was represented to Taiwan and disbursed for the project. Witnesses could not account for the difference between what was disbursed and what was supposedly spent.

Mr. Mambury Njie (Witness No. 55) explained that the procedure adopted by Taiwanese government was to communicate through their embassy in Banjul. The Gambian Embassy in Taipei was never aware of the disbursement of funds⁵⁵ which led to difficulties in tracking receipts.

Monies were also used to procure a rice milling machine for Kanilai Family Farms (KFF) in 2009.⁵⁶ As discussed above, KFF is a private entity that is owned ex-President Jammeh.

Some of the Taiwan funds were also used to renovate the political bureau of Alliance for Reorientation and Construction Patriotic (APRC). On the 8th June 2010, a contract of GMD 1,905,835 was awarded to Omar Malack & Sons for renovation of the former Taiwanese Embassy Building at Kanifing,⁵⁷ which APRC occupied. The contract was signed by Messrs. Yankuba Colley (Witness No. 116), KMC Mayor, and Njogou L. Bah.

⁵⁰ Another company associated with Ex – President Jammeh. The company was involved in the manufacturing of uniforms, toilet paper, diaper and clothes based on the evidence of Mrs. Fatou Sinyan Mergan (Witness no. 154). See transcript dated 27th February 2018. Appointments were again done from the Office of the President.

⁵¹ Exhibit MS 165 A (Appendix 17) Cheque from ROC.

⁵² Exhibit MS209

⁵³ See transcript of Monday 21st May 2018

⁵⁴ Exhibit MS209

⁵⁵ Exhibit MS247(1) – Witness Statement

⁵⁶ Exhibit MS166

⁵⁷ Exhibit MS174



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PROJECTS UNDERTAKEN USING Taiwan FUNDS

(A) (KANILAI ACADEMY)

Kanilai Academy and Kanilai Institute of Science & Technology are used interchangeably. It is an institute initiated and renamed by the former president. A contract for the construction of the said institute was awarded to Mr. Abdourahman Jaiteh (YEREWAW Building Construction Company) and Gambia Technical Training Institute (GTTI) was directed by the former president to oversee the construction.⁵⁸ GTTI was tasked to do the drawings and provide the Bill of Quantities. The purpose of the institute was to enhance the teaching of Science, Mathematics and Technology in the country. The contract value was D47,398,749.75. Cheques totaling D37,139,721.46 were received from the Embassy of the Republic of China/Taiwan in respect of the said contract.⁵⁹ Upon receipt of the cheques, they were paid into the GTTI Bank Account. The project was discontinued because funds were not forthcoming and GTTI prefinanced and paid the salaries of the night watchmen. Eventually, GTTI stopped prefinancing and continued to pay the salaries of the night watchmen.

(B) RECORDING STUDIO

Mr. Ebrima Cham narrated that he was approached by Mr. Njogu Bah and he (Mr. Bah) brought it to his knowledge that the Ex-President wanted a recording studio in Kanilai and his technical assistance would be required. The contract was awarded to Mr. Macoudou Ndour (Ande Ligueye Africa) and Mr. Cham was only involved in providing technical assistance. A cheque drawn from the Central Bank was issued in favor of the said contractor as advance payment. The work was delayed as a result of inadequate materials but eventually, Mr. Ebrima Cham received a cheque for D2.5 Million for the procurement of the materials needed on the site.⁶⁰ & ⁶¹ The Commission ordered the admission of the affidavit and attached documents relating to Kanilai Dormitories and Kanilai Recording Studio funded from Taiwan Grants as part of **MS170**.⁶² & ⁶³

A letter dated 15th April 2008 written by Teneng M. Jaiteh (Mrs.) confirmed the receipt of USD1,000,000 from the Annual Grant for the recording studio and conference centre at Kanilai⁶⁴.

⁵⁸ Exhibit MS171

⁵⁹ Transcript of Mrs. Fatou Mbye dated 27th February 2018

⁶⁰ Transcript of Mr. Ebrima Cham dated 26th February 2018

⁶¹ Exhibit MS170

⁶² Transcript of Mr. Ebrima Cham dated 24th October 2018

⁶³ Exhibit MS170B

⁶⁴ Exhibit MS166



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(C) LINE HOUSES IN FARAFENNI

Paul Authur Gomez stated that the Army Engineering Corps is a construction unit within the army.⁶⁵ The said Mr. Gomez was instructed by the CDS, Ousman Badjie to go with Colonel Bah and meet the Secretary General, Njogou Bah for a project in respect of a construction of “Line Houses” in Farafenni. The contract value was D3,804,582.70 and the Ministry of Works was not involved in this project.⁶⁶ The Bill of Quantities and the Building Contract were produced⁶⁷. Payment was made by installments and the 40% effected by Njogou Bah was the first payment. Upon completion of the building, a letter was written to the Secretary General (Office of the President) requesting a pre-inspection before handing over.⁶⁸ In respect of the first payment, a cash payment voucher was provided.⁶⁹ Taiwan disbursed D 6,935,518 in connection with the Farafenni Line Houses. Dr Njogou L. Bah said the difference between the sum of and D3,804,582.70 was kept in his safe. He has not accounted for it.

(D) DORMITORY IN KANILAI

A dormitory was built in Kanilai by Swami India International Limited in 2009.⁷⁰ The said company was contracted by Kanilai Farms and the contract document and a Bill of Quantities were produced⁷¹. The cost of the project was 9.2 million and it was paid by Kanilai Farms. Cheques were collected from Mr. Amadou Samba but the witness could not ascertain the source of the cheques.

A letter dated 13th January 2009 from then Secretary General Alieu Njie confirmed the receipt of USD192,889 for the Kanilai Festival Dormitory. Another letter dated 30th July 2010 confirmed the receipt of USD357,578.21 for Payment for the completion of Kanilai Festival Dormitories⁷².

IRREGULARITIES

Mr. Njogou Bah testified that the grant existed as a result of a special arrangement between the former president and the Taiwanese Government. The grant was divided into two namely, the annual grant and the small grant which involved the following figures respectively: USD13,000,000 and between USD1 Million or USD2 Million. A

⁶⁵ Transcript of Mr. Paul Arthur Gomez dated 21st May 2017

⁶⁶ Paul Arthur Gomez 21st May 2017

⁶⁷ Exhibit MS209

⁶⁸ Exhibit MS210

⁶⁹ Exhibit MS211

⁷⁰ Transcript of Mr. Khimji Patel/Khimji Veljibhai dated 27th February 2018

⁷¹ Exhibit MS170A

⁷² Exhibit MS166



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request or proposal would be sent the Taiwanese Embassy and the Office of the President would be given feedback as to the outcome of the request. The projects that the ex-president wanted to embark on personally would be funded from the Taiwanese Grants. The grants from Taiwan were not accounted for through the usual Government Account System. It was handled entirely at the level of the OP and the Embassy.⁷³

Findings:

- (a) The cheques from Taiwan were made payable to the Secretary General OP; however, these monies were never paid into the Consolidated Revenue Fund (CRF) at CBG. Instead, the cheques were paid into various accounts and in some cases into accounts of companies directly owned or beneficially controlled by Ex-President Jammeh such as Green Industries. As a foreign democratic government, Taiwan could not have given the ex-President money for his personal use. Thus, the Commission finds that the cheques issued to ex-President Jammeh in the sum of USD 2 Million were misappropriated by him.
- (b) The Ex-President remains accountable for the sum of **USD22,380,107.98 and D1,905,835** received directly from Taiwan. We have found no record of the accounting for this money. For example, even though Taiwan disbursed D 6,935,518 in connection with the Farafenni Line Houses, the project was constructed by the Gambian Army, which is maintained and paid for by Gambian taxpayers. Moreover, once the funds were received, only GMD3.8 Million was slated to be spent. The lack of accounting records for these funds, and spending on projects that benefitted Ex-President Jammeh, including the renovation of APRC's political bureau, indicates that the funds were converted by the ex-President for his personal use.

Summary of funds taken by Ex-President Jammeh including cash withdrawals

No.	Description	USD	GMD
1	The ROC TBL account shows that between November 2007 and March 2011, Ex-President Jammeh received cheques in his personal name from Taiwan. In total, USD 8.3 million was paid into the TBL account. From	3,300,000	

⁷³ Transcript of Mr. Njogou Bah dated 26th February 2018



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	the TBL account, ex-President Jammeh withdrew USD 3,300,000.		
2	Funds withdrawn by Chief of Protocol Alhaji Ousman Ceesay on the ex-President's behalf.	4,000,000	
3	The remaining balance in the TBL account was transferred to ex-President Jammeh's personal account in Trust Bank Limited (Account No.120-106947).	1,000,000	
4	Monies received through Jammeh Foundation for Peace account. Cheque of USD2 Million dated 17 th January 2012 and another USD2 Million transferred to JFP's account on the 11 th January 2013.	4,000,000	
5	Taiwanese funds were used to renovate the political bureau of Armed Provisional Ruling Council (APRC). On the 8 th June 2010, a contract was awarded to Omar Malack & Sons for renovation works.		1,905,835
	TOTAL	12,300,000	1,905,835



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Transfer/Payments to Ex-President Yahya AJ. Jammeh's Related Businesses/Institutions

Trx Date	Val date	Amount-USD	Comments	Payee
9/10/2007	2/15/2006	1,000,000.00	TRF to A/C No. 120-106947-01 HE Yahya Jammeh	HE AJ.J. Jammeh a/c 120-106947-01
11/29/2007	2/22/2006	100,000.00	TRF to a/c No 10710054501 - TBL CHQ No. 01486702	JFP
11/30/2007	1/27/2012	1,999,993.00	Transfer to Jammeh Foundation for Peace	JFP
1/31/2008	1/17/2013	1,999,899.79	Funds transferred to OP A/C as per Particulars of the Trust Bank ltd Debit Voucher.	Office of the President a/c
2/29/2008	4/18/2006	200,000.00	Cheque Pyt - 01486714	PEGEP
3/31/2008	4/18/2006	250,000.00	Cheque Pyt - 01486712	PEGEP
2/10/2009	4/18/2006	250,000.00	Cheque pyt - 01486713	PEGEP
2/2/2010	8/1/2006	222,108.82	Cheque pyt - 01486717	PEGEP
2/3/2011	2/2/2010	1,999,993.00	Chq payment - CHQ No. 01486725 to President HIV Aids Treatment fund	President HIV & AIDS Treatment



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1/27/2012	4/12/2012	1,000,000.00	Payment was made in respect of payment request signed by Dr. Njogu L Bah (Ref: PR/C/822/Vol.10/(NLB) dd 04/05/2012) and Total Amount of the Payment was USD 2,084,956.01 and was allocated as follows: (a) USD1,000,000 to Central Bank of the Gambia, (b) USD979,113,37 to TK Motors for purchase of vehicles and (c) USD 85,000 in Cash to Chief of Protocol	Central Bank of the Gambia
	4/12/2012	979,113.37	As per Comment above	TK Motors
	4/12/2012	85,000.00	As per Comment above	Chief of Protocol
Total - Other Jammeh Related WDL from the ROC A/C		10,086,107.98		



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Oversight Responsibility

The NAO has oversight responsibilities to monitor and ensure that public funds are utilized properly and as per the approved budget. However, there was no evidence provided that reviews were carried out or of any issues detected and communicated. No work/ scrutiny was carried out by the Auditor General to ensure that funds were utilized properly.

The assets of the State should be safeguarded by the Auditor General and in this case, he failed in his duties.

Recommendations:

- (a) USD22,380,107.98 and D1,905,835** should be recovered from the assets of Ex-President Jammeh
- (b)** Dr Njogou Bah should be held accountable for the money for the difference between the sum received for the FaraFenni Line house project and actually paid, in the sum of **D3,130,936**.
- (c) The public officer Mr. Alhagie Ceesay Chief of Protocol** OP facilitated the process for Ex-President Jammeh to withdraw sums of money. He is jointly and severally liable with the Ex-President for the cashing of a USD2 million paid to JFP His services should be terminated and all benefits paid to him.
- (d)** A mechanism should be developed by MOFEA whereby all grants received should be captured and monitored to ensure that funds form part of the CRF.
- (e)** The Auditor General should be replaced with immediate effect. During the period at no time were any of these anomalies reported to the National Assembly for action.

The new AG to be appointed should have a professional qualification such as ACCA, ICAEW and worked in audit practice to be able to man the office. He/ she should have the capacity to make difficult, independent and courageous audit judgments under pressure.

The appointment should be made together with the Chair of the Public Accounts Committee and then approved by the National Assembly. There should be a



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fixed term for an Auditor General to serve as best practice says 10 year term;
after this a replacement has to be found.



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CHAPTER 3 – JAPANESE GRANTS

Overview

The Japanese Government provided financial assistance to the Gambia Government under the Food Aid Convention 1999, a multilateral cooperation aimed at improving world food security.

On 15th February 2012, the Gambia Ministry of Agriculture (MOA) signed an Agent Agreement with Japan International Cooperation System (JICS), an agency that coordinates that government's development assistance programs. responsible for procurement services under the Food Aid Project.⁷⁴

Under the Agent Agreement, JICS was to purchase rice, flour, and other commodities such as fertilizer; the Gambia Government was to provide counterpart funding. Mr. Attikan Dibba (Witness No. 85), Principal Finance Officer at CBG, testified that 25 accounts have been opened at CBG for the Japanese Project since 1999 to date. Mr. Dibba confirmed that the accounts are specific for rice, flour or fertilizer.⁷⁵

Under the Agent Agreement, two-thirds of the commodities' prices was paid by the Japanese; MOA paid the remainder as well as customs clearing charges and agents' commissions. Once the commodities were sold, the proceeds were to be paid into accounts at CBG, and then used to purchase fertilisers or fund specific projects approved by the Japanese government.⁷⁶ Per Mr. Atikan Dibba's (Witness no. 85) testimony, account opening information for 15 of the accounts could not be found / retrieved⁷⁷.

Funds benefitted an entity owned by Ex-President Jammeh

Beginning in 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). (See signed contracts dated 4th May 2012 between MOA and KGI International for the fiscal years 2009 and 2010.^{78 79}) Before KGI became the agent, the commodities used to be

⁷⁴ Exhibit MS163A

⁷⁵ Exhibit CB40

⁷⁶ Without prior approval of the Japanese government, funds must be repaid. In 2009, MOA utilized GMD 92,270,000 of the Counterpart Funds at CBG to procure fertilizer from Indonesia without prior authorization from the Japanese Government. Under a 30th March 2009 agreement with similar approval provisions, the Gambia Government agreed to refund this money as the expenditure was unauthorized. See Exhibit MS172 – Agreed minutes on Procedural details and Grant Agreement of 480 million Japanese Yen equivalent of GMD 120 million

⁷⁷ Transcript date of Wednesday 21st February 2018

⁷⁸ Exhibit MS163C1



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sold by MOA through its Commissioners' Offices outlets.⁸⁰ Bakary Landing O. Sonko⁸¹ (Witness no. 148) confirmed that MOA were responsible for selling up to 2007, selling of the items was transferred to KGI a private company owned by ex-President Jammeh. MOA was under the purview of Office of the President.

Agent did not pay all proceeds from sales of commodities to the Gambia Government

KGI, Ex-President Jammeh's company, did not pay all proceeds from sales of the commodities to the Gambia Government's accounts at CBG. However, the Commission could not determine the full extent of the missing payments because proper records were not kept by MOA, oversight was lax or non-existent, and a reconciliation of the cost of the products delivered to KGI compared to what was deposited in the CBG accounts was never done.

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 14th 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 the following reconciliation was done to determine the receivables balance due, which should have been paid to the government's accounts at CBG:

	GMD
- 13 th March 2014 ⁸² (Opening balance) - Fertilizer	68,559,788
- Less receipts	-3,756,600
	<hr/>
Balance due as at 17 th April 2018	64,803,188
- 25 th November 2015 ⁸³ - Rice Sales	22,786,400
	<hr/>
Total Outstanding balance payable to MOA	87,589,588
	<hr/>

⁷⁹ Exhibit MS163C2

⁸⁰ Evidence of PS MOA Hassan Jallow (Witness No. 161) Tuesday 20th March 2018

⁸¹ See transcript dated 21st February 2018

⁸² Exhibit MS196B

⁸³ Exhibit MS196A



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Challenges Encountered

There was a shortfall on the mandatory counterpart fund deposits on the 2KR on fertilizer for the years 1998, 1999, 2000, 2001 and 2002 of GMD30,000,000 which had not been settled. Again in 2008, there was another shortfall of GMD17,999,000 on the KR2008 rice sales as a result of a low price charge. A suggestion was made to settle amount from the Revolving fund but confirmation that this is done is not known. These issues were discussed during a courtesy call paid to the Minister of Agriculture 'Solomon Owens' by the Japanese Delegation on the 1st June 2012. Present at the meeting was the PS of MOA 'Ada Gaye – Witness no. 70' and the Deputy Director of Agri Business 'Cherno A. Mballow – Witness no. 146'. The issues were also communicated to the SG Office of the President (OP) in a letter dated 2nd July 2012 ref. EM/262/315/01/(88)⁸⁴.

The approach adopted by MOA was to determine the selling price using a price mechanism structure and then the retail price determined is communicated to OP for approval. Correspondence was seen to that effect where OP in a letter dated 2nd July 2014 ref. OP 246/469/01/PART:II (LM-80) gave approval for the selling price determined for the 30kg Rice. This information was communicated by MOA to KGI International.

Government funds were improperly used for Ex-President Jammeh's benefit

Ms. Woreh Njie-Ceesay (Witness No. 182) stated⁸⁵ that in the aftermath of the political impasse in January 2017, at the direction of General Sulayman Badjie, KGI paid D10 Million to TK Motors Limited⁸⁶ from the KGI Japanese Rice account held at First International Bank (Gambia) Limited. The payment, made on 25th January 2017, was for campaign materials (*i.e.*, T-shirts, caps, scarfs, and wax print fabric) that were distributed during the 2016 elections. General Sulayman Badjie has been identified to be close associate of Ex-President Jammeh.⁸⁷

Findings:

- (a) Proper records were not kept by MOA as monitoring of Project was not done. A reconciliation of the cost of the products delivered to KGI International compared to what was deposited in the CBG accounts was never done. However, based

⁸⁴ Exhibit MS163A

⁸⁵ Evidence of Tuesday 10th April 2018 and Wednesday 11th April 2018

⁸⁶ Exhibit MS193D – TK Motors Limited were the agents of Smash Industries (Manufacturers, Exporter & Importer) located in Hong Kong. One of the invoices was signed by Smash Industries and TK XPORT (Tarek Musa) whom has been identified as a Close Associate of Ex-President Jammeh

⁸⁷ See Commission of Inquiry's Interim Order dated 13th October 2017



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on reconciliation prepared, D87,589,588 is determined to be outstanding and payable to Gambia Government.

- (b) The fact that KGI was the agent for selling the products is a conflict of interest as MOA, the administrators for the project reported directly to OP meaning Ex-President Jammeh.
- (c) At the direction of a close associate (General Sulayman Badjie) of Ex-President Jammeh (Mrs. Woreh Njie – Ceesay), a payment of D10 Million was made to TK Motors Limited⁸⁸ from the KGI Japanese Rice account held at FI Bank on the 25th January 2017 to settle expenses that did not benefit taxpayers. These funds should have been transferred to Government to pay off KGI's debt. Mrs Woreh Njie Ceesay aided and abetted Ex-President Jammeh is diverting public funds meant for other use.
- (d) Mrs. Woreh Njie – Ceesay although not the owner of KGI but in her capacity as MD knew that the Japanese rice belonged to the Gambia Government. However, monies were not repaid to Government but rather diverted even as recent as after the political impasse. Mrs Woreh Njie Ceesay aided and abetted Ex-President Jammeh in diverting public funds of at least D10 Million.
- (e) Numerous bank accounts have been opened at CBG and account opening information was not found for 15 out of the 25. There are balances remaining in these accounts.

Recommendations:

- (a) Controls i.e. proper checks and balances should be developed at MOA to ensure that such reoccurrence does not happen in the future. MOA should have in place policies in place and take ownership of the process.
- (b) The **D87,589,588** deemed to be payable to Government should be recovered from the assets of Ex-President Jammeh.
- (c) **Mrs. Woreh Njie – Ceesay** although not the owner of KGI but in her capacity as MD knew that the Japanese rice belonged to the Gambia Government. However, monies were not repaid to Government but rather diverted even as recent as after the political impasse. She should be held liable for the payments made out after the political impasse of 21st January 2017 of at least **D10 Million**.

⁸⁸ Exhibit MS193D – TK Motors Limited were the agents of Smash Industries (Manufacturers, Exporter & Importer) located in Hong Kong. One of the invoices was signed by Smash Industries and TK XPORT (Tarek Musa) whom has been identified as a Close Associate of ex-President Jammeh



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She should not serve in a senior position for any company or as a Board member for 10 years.

- (d) KGI should be liquidated and funds recovered used to settle all claims and liabilities against them.
- (e) The many bank accounts in existence for the Japanese grant at CBG should be reviewed and a decision taken to close some after consultations with the Japanese. One recommendation is to pay all these balances in one special account Government's easy identification and use.



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CHAPTER 4 – QATARI GRANT

Overview

In October and December 2011, the government of Qatar transferred funds totaling Euros 3,999,893 (equivalent of D168,755,485.67) into a euro-denominated account at CBG. Witnesses testified that the purpose of the account was for the operation and maintenance of a state aircraft. However, the Commission did not uncover any written evidence of a bilateral agreement / memorandum of understanding between the governments of Qatar and The Gambia. Thus, the Commission could neither confirm the purpose of the funds nor assess the extent of the Gambia Government's compliance with relevant financing provisions.

Over the course of November 2011 to December 2011, Euros 3,998,190.97 was debited from the account. The current account balance is Euros 1,702.03.

Funds from the Qatari government were paid into an account controlled by Ex-President Jammeh

Pursuant to a letter dated 26th July 2011, the Directorate of National Treasury requested that bank officials open a euro-denominated account at CBG. The account was opened the following day. Directorate of National Treasury's letter dated 26th July 2011 ref: DE21/01/P.28/(256).⁸⁹ Ex-President Jammeh and Mr. Mambury Njie (Witness No. 55), then Minister of Finance and Economic Affairs, were signatories to the account which should not be the case.⁹⁰

On 12th October 2001, an initial deposit of Euros 1,000,000 was made into account no. 09201200525 held at CBG by the name of "State Aircraft Account". By 13th December 2011, when the last transaction was made from the account, a total of Euros 3,998,190.97 had been paid. The table below details the deposits that were paid to the account.

Transaction Date	Source of Deposit/Credit	Amount Deposited (Euros)	Total (Euros)
12 October 2011	Qatari Treasury Dept.	€1,000,000.00	€1,000,000.00
19 October 2011	Qatari Treasury Dept.	€2,999,893.00	€3,999,893.00

⁸⁹ Exhibits CB23A, CB23B & CB23C

⁹⁰ See Specimen Signature forms completed under Exhibit CB23A



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Total Credits		€3,999,893.00	

Payments were made to companies owned by ex-President Jammeh

In total, six payments were made from the account of which three were cash withdrawals that were authorised by the Office of the President, whilst the remaining three transactions were wire transfers to an account at KBC Bank NV in Brussels, Belgium. The account at the Belgian bank was held by the Global Trading Group N.V. (GTG), Account Number: 410-0659812-41, IBAN: BE88 4100 6598 1241.

GTG N.V. is a limited company registered in Antwerp, Belgian that is owned by Messrs. Mohamed Bazzi (Witness No. 63), Fadi Mazegi (Witness No. 19), Hesham Macke, and Gaby Amade. Messrs. Macke and Amade are resident in Sierra Leone and Switzerland, respectively.⁹¹ Mr. Fadi Mazegi testified that a branch of GTG N.V. was opened and registered in the Gambia in 2015. Based on the legal documents of GTG N.V. Ex-President Jammeh did not own shares in the company, however 2 of the shareholders Messrs. Mohamed Bazzi and Fadi Mazegi have been identified to be close associates and evidence could be seen of payments made in the personal account of Ex-President Jammeh.

Summary of payments by recipient and purpose is summarised as per table below⁹².

Date	Summary by Payee	Purpose	Amount (Euros)
23 November 2011	Fatou Njie	Cash withdrawal request was made by Office of the President and collected by Fatou Njie.	€500,000
1 December 2011	Fatou Njie	Cash withdrawal request was made by Office of the President and collected by Fatou Njie.	€503,190.97
1 December 2011	Fatou Njie	Cash withdrawal request was made by Office of the President and collected by Fatou Njie.	€1,000,000
1 December 2011	Global Trading Group N.V.	Paid as an initial deposit in November 2011 for securing the purchase of Boeing 757 (Global Trading Pro-Forma Invoice No: OP/0628.	€1,000,000.00 ⁹³

⁹¹ Exhibit MS122

⁹² Exhibit CB24A

⁹³ Exhibit CB24A – Central Bank of The Gambia 'Debit Transaction Voucher'



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		However, a letter from Office of the President signed by the then Secretary General Dr. Njogu L. Bah (Ref: PR/C/675 ^A /Vol.5/(1) Subject Matter Purchase of B757) and dated 12 th January 2012 authorized that the amount be transferred to Global Trading Group N.V. and used to offset the purchase of various goods and equipment for Kanilai Family Farm.	
2 December 2011	Global Trading Group N.V. for Kanilai Family Farms	€720,000 was paid on the basis of pro-forma invoice no: KF-VEH-0107 for purchase of four luxury coaches	€720,000.00
13 December 2011	Global Trading Group N.V. for Kanilai Family Farms	€275,000 was paid per pro-forma invoice no: KF-DEM-4500 for assorted coach buses	€275,000.00
Total Withdrawals			€3,998,190.97

Note: Mr. Fadi George Mazegi (Witness No. 19) testified that the Euros1 Million transferred to GTG triggered an investigation by the Belgian authorities.⁹⁴

Findings - Improper Use of Public Funds

- (a) The opening of this account for the purpose of holding grant funds from Qatar was illegal as all grants are required to be paid into the Consolidated Revenue fund by section 8 of the Government Budget Management and Accountability Act 2004.
- (b) Ex-President Jammeh and Mr. Mambury Njie (Witness No. 55), then Minister of Finance and Economic Affairs, were signatories to the Qatari Account. This is contrary to established financial regulations.
- (c) The Payment request for the Euros1,000,000 (GMD40.5 million equivalent) was dated 30/11/2011 and payment effected on 01/12/2011.

⁹⁴ Transcript of Monday 25th September 2017



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The transaction to purchase a state aircraft for Gambia Government did not materialize. However, GTG N.V. held onto public funds from 30th November 2017 to 12th January 2012. These funds could have been used to finance other pressing matters of national development.

Furthermore, public funds were used to offset against invoices not settled by Kanilai Family Farms (KFF) (*a private company owned by Ex-President Jammeh*) for commodities, including vegetable oil, vehicles, frozen turkey, and Evian drinking water.⁹⁵ This practice has been concluded to be very irregular and improper as it is not in line with international best practice. The Euros1 Million should be recovered jointly from Ex-President Jammeh and shareholders of GTG.

- (d) The payment request for the three cash withdrawals amounting to Euros 2,003,190.97⁹⁶ were authorised by Ex-President Jammeh. None of the two payment requests were on Government letterhead and should not have been authorized and processed by CBG for payment.

Section 210(2) of the Financial Instructions for the implementation of the government Budget Management and Accountability Act 2004 requires that cheques must be signed by two authorised signatories, and by extension all payment requests must be duly signed by two authorised signatories.

The two payment instructions that authorised the cash payments amounting to Euros 2,003,190.97 were signed by only one of the signatories, ex-President Jammeh, in violation of the Financial Instructions.

- (e) None of the six payments made from the CBG account conforms to criteria established by the Finance Act: whether the expenditure is consistent with the purpose of the fund; whether the transaction is supported by complete and adequate supporting documents; whether the approval and authorisation of payments complies with signatory requirements, whether the expenditure was approved in the national budget, etc. The payments are inconsistent with the criteria as shown in the table below:

⁹⁵ Exhibit MS53 - Statement of Account from GTG to KFF

⁹⁶ Exhibit CB32 - Bundle



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Amount (Euros)	Eligibility Test Criteria				Remarks
	Approved in the national Budget?	Payment request signed by two signatories as required by FI?	Expenditure conforms with the purpose of the funds?	Supporting documents are complete and adequate?	
€500,000	No	No	No	No	Not eligible
€503,190.97	No	No	No	No	Not eligible
€1,000,000	No	No	No	No	Not eligible
€1,000,000	No	No	No	No	Not eligible
€720,000	No	No	No	No	Not eligible
€275,000	No	No	No	No	Not eligible
€3,998,190.97					

- (f) The three wire transfers totaling Euros 1,995,000 to Global Trading Group (GTG) were made on the basis of pro-forma invoice as opposed to duly signed payment instruction. Section 139 of the Financial Instructions (FI) for the Implementation of the Government Budget Management and Accountability Act 2004 requires that all expenditures of public monies must be completed with a payment voucher. Section 140 of the FI further requires that payment vouchers must be accompanied by the appropriate supporting documents which may include original invoices.....purchase orders.

In addition, the three cash withdrawals totaling Euros 2,003,190.97, which were drawn based on the payment instructions signed by the former President, were also not supported with adequate documents such as payment vouchers, original invoices as required under Section 139 and 140 of the FI.



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Recommendations:

- (a) The cash withdrawals of **Euros 2,003,190.97** should be recovered from Ex-President Jammeh., Governor of the CBG Amadou Colley.
- (b) In the illegal diversion of **Euros 1,000,000**, the funds should be recovered from Ex-President Yahya Jammeh, Dr. Njogou Bah and the Directors of GTG – Messrs. Mohamed Bazzi and Fadi Mazegi.
- (c) In the illegal diversion of **Euros 995,000**, monies should be recovered from Ex-President Yahya Jammeh and the Directors of GTG – Messrs. Mohamed Bazzi and Fadi Mazegi.
- (d) Ms. Fatou Njie then Protocol Officer at OP who carried out all the cash transactions totaling Euros 2,003,190.97 should be dismissed from public office. Her actions indicate that she facilitated misuse of funds.
- (e) Mr. Mambury Njie should be reprimanded as Minister of Finance, he had a duty to advise the Ex-President that his actions were not in line with Government's processes and procedures which he failed to do.



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CHAPTER 5 – NIGERIA BUDGET SUPPORT (OIL LIFTING)

Overview

In 1996, the Federal Republic of Nigeria provided financial assistance to the Gambia Government. The assistance, which the Nigerian Government provided to countries facing budget deficits, consisted of oil (mainly crude) donations. Under the arrangement, the Gambia Government was paid a fraction of each barrel of oil sold up to an amount pre-determined by the Nigerian government.

Funds were used to benefit Ex-President Jammeh

Mr. Dominic Mendy (Witness No. 186), former Minister of Trade Industry and Employment, explained in his Witness statement that he travelled to Nigeria together with Mr. Muhamadou Batata Juwara, the Deputy Chief of Protocol at OP. During the trip, Mr. Mendy had a signed Power of Attorney that authorized him to sign on behalf of GOTG. Mr. Mendy testified that he visited the Nigerian National Petroleum Corporation (NNPC) accompanied by Messrs. Muhamadou Batata Juwara and Maba Jobe (Witness No. 188), former Ambassador to Nigeria. According to Mr. Mendy, he signed an Oil Lifting contract on the 2nd August 1996.⁹⁷ Mr. Mendy stated that the Gambia had to work with drilling companies to agree on barrel prices, as this is where Gambia makes a margin per barrel.

Mr. Muhamadou Batata S. Juwara (Witness No. 59) in his Witness statement⁹⁸ confirmed travelling to the Federal Republic of Nigeria in 1996 based on the instructions of Ex-President Jammeh. According to Mr. Juwara, he was given a Power of Attorney⁹⁹ dated 26th 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.

Mr. Juwara also testified that on the 23rd August 1996, he signed an agreement with Chantrils Commerical S.A. Panama, a wholly owned subsidiary of Glencore International A.G.¹⁰⁰ Mr. Samuel Sarr (Witness No. 218) signed as witness although he was not a public officer. When asked what his role was in this matter, he said a facilitator as he had good relationships with people at NNPC and other high ranking people.¹⁰¹ Mr. Sarr mentioned that he was requested by Ex-President Jammeh to

⁹⁷ Exhibit MS201

⁹⁸ Exhibit MS205

⁹⁹ Exhibit MS202

¹⁰⁰ Chantril Commercial S.A. operates the holding company's crude oil petroleum business in West Africa

¹⁰¹ Transcript of Mr. Samuel Sarr dated 23rd July 2018 – pgs. 14



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negotiate/ assist on behalf of The Gambia Government due to his influence in the Oil Market.¹⁰² Chantrils was to be solely responsible for the operation of the NNPC Contract. 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 13th September 1996.

Clause 4.4 of the signed agreement, states that payments from Chantrils were to be made to a bank account no. J3650 – 7C held at the United Overseas Bank, 11 Quai des Bergues 1211 Geneva (Switzerland). *The name of the account holder is currently unknown.* However, Mr. Samuel Sarr testified that the then Minister of Finance is aware of the account and that the account was a Government account.¹⁰³ Correspondence regarding this transaction i.e. leading to the execution of the contract were sent to the OMNI Group in Paris, a company owned by Samuel Sarr.

A guaranty was issued by Bank Indo-Swiss which stated that '*Chantrils Commercials SA the buyer has a bonding contractual obligation to make payments to the Republic of the Gambia c/o OMNI Group and the OMNI address 3 RUE Dures 75008 Paris under the terms of the agreement concerning the operation with supply contract from Nigeria*'. Mr Sarr when asked if OMNI Group was the account holder, he replied in the negative.¹⁰⁴ Mr. Sarr claims that OMNI Group were not paid for the services rendered to the Gambia Government.

Chantril was also asked to pay a Commission to Lusk Service Limited. Samuel Sarr testified that Ex-President Jammeh approached him to assist due to their personal relationship.¹⁰⁵

According to Mr. Muhammadou Batata Juwawa, the crude oil was for Ex-President Jammeh to finance his coming election campaign.

Mr. Muhammadou Batata Juwawa further stated that Ex-President Jammeh asked him to register a company by the name of "Agricultural Development Company" and also instructed to open a bank account at BICI in Banjul. Account details were forwarded to Mr. Samuel Sarr.

The crude oil sales and purchase contract was purportedly extended by the Federal Republic of Nigeria on the 15th September 1997. However, a letter from NNPC dated 12 September 1997 ref. COSD/GGM.1 states that extension of the contract was effective 29th July 1997. In 1997, another agreement was signed with Chantrills where an advance payment of USD 1 million was requested; the commission was increased to

¹⁰² Transcript of Mr. Samuel Sarr dated 23rd July 2018 – pgs. 10 & 12

¹⁰³ Transcript of Mr. Samuel Sarr dated 23rd July 2018 – pg. 18

¹⁰⁴ Transcript of Mr. Samuel Sarr dated 23rd July 2018 – pg. 20

¹⁰⁵ Transcript of Monday 23rd July 2018



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USD0.22 per barrel. This agreement was signed by Sam Sarr on behalf of Government of the Gambia. Mr. Sarr, a citizen of Senegal, was also in possession of a Gambian diplomatic passport. Monies were also paid into the account held in Geneva Switzerland.

However, prior to the completion of the agreement, a third party Marc Rich & Co. Investment AG secured the next lifting of Nigerian crude oil under Gambia's contract. A balance of USD 601,625.32 was outstanding from the advance payment that had to be repaid by the Gambia Government despite efforts made to recover amounts.

On the 11th February 1998, the Gambia Government through the British High Commission in Banjul was served with a "Writ of Summons" issued in the High Court of Justice Queen's Bench Division Suit number 1997/2306 between Chantrils Commercial SA and the Gambia Government. Chantrils sought an outstanding balance of USD 601,625.32 plus damages for loss of profits. Ms. Hawa Koro Sisay-Sabally (Witness No. 97), former Attorney General and Minister of Justice,¹⁰⁶ testified that ex-President Jammeh told her that the crude oil was given to him as a gift by Mr. Sani Abacha, the former President of the Federal Republic of Nigeria from 1993 to 1998.

Former President Obasanjo also gave approval in 2002 for Nigeria's assistance to supply Gambia with crude oil, petroleum products. The contract between NNPC and Government was signed by Mr. Mambury Njie (Witness No. 55). Mr. Mambury Njie (Witness No. 55), then PS at Ministry of Finance and Economic Affairs (MOFEA), testified that on the 11th October 2002, an agreement was signed with Danba Energy but that the agreement never materialized as the proper procurement process was not followed. The contract was later awarded to Sahara Energy Resource Limited.

Mr. Njie further testified that there were two additional liftings of crude oil. Sahara Energy Resource Limited won the bid and funds were transferred to an account maintained at CBG. (See letter from Sahara Energy Resource (NIG) Limited dated 8th April 2003 to the PS Office of the President.¹⁰⁷) Mr. Njie also testified that ex-President Jammeh was not interested in deal because volumes lifted were small. However, Mr. Obasanjo, then president of the Federal Republic of Nigeria, was insistent that proceeds be deposited and used for the Gambian people. Mr. Njoe stated that the funds were deposited at a CBG account. CBG has however been unable to retrieve any information on this said account.

On the 15th April 2003, communication via letter ref. GHC/A/DSFA-B was sent from the Gambia High Commission signed by M.K. Jallow to the Secretary General OP but for the attention of Mr. Mambury Njie (PS) notifying Government of a civil suit filed by Mr. Chima Nwakamma Okoro of Earth Resources Management Agency Limited¹⁰⁸ against

¹⁰⁶ Transcript of Thursday 3rd May 2018

¹⁰⁷ Exhibit MS246B

¹⁰⁸ Exhibit MS246A



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GOTG for nonpayment of commissions for his services as facilitator and collaborator. He claims that an MOU was signed with Mr. Edrissa Mass Jobe (CEO of Elton who was acting as a Consultant for GOTG together with Mr. Amadou Samba.

On the 6th June 2003, further communication was sent that Mr. Okoro had filed a petition at the Financial and Economic Crimes Commission and investigation had commenced. Representatives of Sahara Energy Resource and the MD of Pipelines Products Marketing Corporation (PPMC) a subsidiary of NNPC had been interrogated. The article was covered by media houses 'VANGUARD, THE PUNCH and THIS DAY' Newspaper and so on'. It was alleged that PPMC increased the allocation to Gambia Government in collaboration with some government officials. It was claimed that there was an increase in volumes from the Gambian request.

Mr. Mambury Njie (Witness no. 55) in his Witness Statement¹⁰⁹ claims not to have any knowledge of an oil deal involving Messrs. Amadou Samba and Edrissa Mass Jobe. He however, mentioned that one of the bidders had protested of the tendering and selection process of the company to do the lifting. How this matter was resolved/ addressed is not certain as information seems to be very limited.

Further investigations will have to be carried out in order to get the answers.

Findings:

- a) 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 were never deposited into the Consolidated Revenue Fund (CRF) but rather into an account in Geneva Switzerland.
- b) 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.
- c) The resource in this case, oil was meant for the people. However, this resource was diverted and misappropriated under ex-President Jammeh's direction.
- d) Why Mr. Samuel Sarr a non-Gambian had a Gambian diplomatic passport and was given authority purportedly by Ex-President Jammeh to sign the Memorandum of Understanding was a cause for concern. This assistance was to benefit the Gambia and should therefore have been handled by Government.

¹⁰⁹ Exhibit MS247(2)



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- e) Mr. Juwara aided and abetted Ex- President Jammeh in oil deals. Said that oil was for Ex- President Jammeh elections. At the time, Mr Juwara was Deputy Chief of Protocol at OP and should not have been the person or line ministry responsible for signing agreement.

Recommendations:

- a) **Advance payments** made of **USD1,900,000** for the 1996 and 1997 contracts should be recovered from the assets of Ex- President Jammeh.
- b) Using diplomatic channels, Mr. Samuel Sarr should be rebuked for his actions and involvement in negotiating oil deals on behalf of Ex- President Jammeh. He was fully aware that the oil was for the benefit of the Gambian people and not for Ex- President Jammeh.
- c) Mr. Muhamadou Batata S. Juwara aided and abetted Ex-President Jammeh when he signed the agreements. He facilitated the Ex-President's appropriation of resources meant for the Gambian people. He is jointly and severally liable. He should also not be allowed to hold any public office for at least 10 years.