



GOVERNMENT OF SIERRA LEONE

REPORT OF THE TECHNICAL COMMITTEE

ON THE

MALEN CHIEFDOM LAND DISPUTE IN PUJEHUN DISTRICT

SUBMITTED TO: THE HONOURABLE VICE PRESIDENT

SEPTEMBER, 2019

1. **BACKGROUND**

In fulfillment of his manifesto promise to the people of Malen Chiefdom, Pujehun district and in consonance with the new direction government's determination to tend to the needs and aspirations of its people generally and to promote foreign direct investment, in a peaceful just and inclusive society, His Excellency the president, Retired Brigadier Dr. Julius Maada Bio, commissioned a mediation committee, headed by no less a person, than the Honourable Vice President Dr. Mohamed Juldeh Jalloh, on the recurrent land dispute in Malen Chiefdom Pujehun district. The mandate of the committee was to enquire into and come out with recommendations that would resolve the conflict between the landowners, the Chiefdom council and the SOCFIN Agricultural Company (Hereinafter called 'the Company').

Upon the constitution of this committee, the Honourable vice president and his team paid a maiden visit to Sahn Malen and made initial contacts and consultations, with all the parties concerned. The outcome of those engagements was inter alia the constitution of a technical committee, to act as an expert precursor to the investigations. The principal mandate of this committee, was to look into all the technical issues, relating to the establishment and the operations of the company and its social, environmental and legal impact on their hosts, the landowners and advise the mediation committee on those issues, by way of a report.

The Technical Committee was drawn from the relevant ministries, departments and Agencies and headed by Abdulai M. Bangurah, the then Deputy Attorney General and Minister of Justice and now Chairman Political Parties Registration Commission and its membership constituted of representatives from The ministries of justice, Land country planning and the environment, Agriculture and Food Security and the Environment Protection Agency (hereinafter called 'EPA').

Upon its composition, the Technical Committee (hereinafter referred to as 'the Committee') commenced its work with a town hall meeting of the parties to the conflict, at Sahn Malen, the Chiefdom headquarter town of Malen Chiefdom, where the company's concession is situate. All the parties namely: the landowners, the Chiefdom council and the company, were in attendance. Following the deliberations in that meeting, which adequately highlighted the issues in dispute, the committee divided itself into three sub committees namely: the Lands and Environment subcommittee, the Legal subcommittee and the Agriculture subcommittee.

The legal subcommittee was tasked with the examination of all Deeds that granted the concessions to the company and see if they are in compliance with our municipal laws and relevant international instruments; we are signatory to and vocational best practices. They were also to look into labour issues and see if the company is in adherence with the extant Labour laws and best practices.

The Lands and environment subcommittee was to investigate and determine all issues of land and the environment. They were to ascertain whether or not, the company is in full observance of environmental protection issues and the precise quantum and size of the concession granted the company. Their focus was the assessment of the environmental impact of the company's operations on the communities and the safeguards and protective measures, put in place to avert those environmental hazards.

The Agriculture subcommittee was to enquire into the Agrochemicals use by the company and its terrestrial impact on the ecosystem and biodiversity. They were to ascertain whether the company is in compliance with standard practices in large scale Agricultural concessions. The effects of the fertilizers,

pesticides insecticides etc, use by the company, on the soil, water catchment areas, human beings, inland valley swamps, greenbelt or buffers, community growth and alternative sources of livelihood.

The sub committees conducted their various investigations and subsequently submitted their Reports to the technical committee, which conveyed a meeting of its members in Bo. The purpose of the meeting in Bo was to look into all the sub committees' Reports, discuss their contents and agreed on the contents of this final report to the Honourable vice president.

This Report is therefore, a summary of all three subcommittee Reports and copies of which are annexed hereto, for ease of reference.

Recognizance of the vice President's tight schedule and the diverse competing state interests for his very limited time, coupled with the committee's desire to make this Report reader friendly, we agreed that, we do away with details of the mode and methodology of the investigations conducted, by the various sub committees and focus on the findings and recommendations. The finer details, methodologies and preambles of individual sub committees, are contained in the individual subcommittee Reports attached hereto.

2. **AGREED POSITION**

From the inception of the committee and throughout its engagements with the parties, what came out clearly was that, all the parties involved in the conflict are in agreement on the following:

- That the company should stay and continue with its operations, in an atmosphere of inclusiveness, mutual respect, trust and benefit.
- That all the parties are desirous of a lasting and permanent resolution of this impasse.
- That the current state is of no benefit to any of the parties and certainly does not tend to their mutual or individual interest.

The committee's investigations and enquiries were therefore premised on that position from the onset. Our focus was therefore not to apportion blames or faults, but rather to call things by their names and lay bare, the causes of the discontentment and frequent clashes between the parties, some of them leading to unfortunate fatalities and proffer recommendations that if implemented, may bring an end to the existing sour relationship.

We therefore implore the parties, not to take anything contained in this Report personal. All our findings and recommendations are bonafide, arrived at in good faith, with the singular objective of resolving the dispute. Some of the findings and recommendations may seem strong and indicting, on one party as against the other, but we cannot jettison the truth to salvage friendship and undeserved goodwill. That much we owe to the country, His Excellency the president, the Honourable vice president and the parties to the dispute.

3. FINDINGS OF THE COMMITTEE

The findings hereunder, are a collation of the findings of the various sub committees, as edited and agreed on at the Bo meeting.

a. THE SIZE OF THE CONCESSION GRANTED TO THE COMPANY

The committee discovered that, the quantum of the land leased to the company on paper is 18,473.03 hectares or 45,647.29 acres. However the Land and environment subcommittee discovered that, the actual concession on the ground is, 19,123.9879 hectares or 47,256.403252 acres. This was granted in three separate Deeds, executed between the 5th march 2012 and 1st November 2013. There is therefore an appreciable difference between the grant on paper and what is on the ground.

b. UNILATERAL CANCELLATION OF THE FIRST TWO DEEDS

The Committee, through the Legal subcommittee, requested for the entire lease Agreements executed with the company. We received a total of eight Deeds, four principal leases and four sub leases to the government and the company respectively. Upon their perusal, we observed that, the first two Deeds, purportedly executed in 2011, namely the first principal lease to government and the first sublease to the company, were unilaterally abandoned and rescinded by the company, without recourse to the due process.

This may not be unconnected with the fatal legal defects in those documents. The defects were inter alia to the effect that, they were both unregistered, the sublease to the company predated the principal lease to government, from which it is supposed to derive its title. The sublease was allegedly executed on the 5th March 2011, whilst principal lease is said to have been executed on the 15th October 2012.

Also the first RECITAL to the sublease, referenced a nonexistent principal lease dated the 5th March 2011, as the date on the existing principal lease then, under which the sublease was granted is dated the 15 October 2012. The term granted in the sublease is said to have commenced on the 1st March 2011, whilst that granted in the principal lease commenced on the 5th March 2011, four days after the commencement of the sublease.

These and other fatal defects may have influenced the unilateral cancellation Of these first two Deeds and substituted therefor, by the 2012 Deeds.

c. LEASES AFTER THE CANCELLATION OF THE FIRST TWO LEASES

Following the termination of the first two defective leases, the government proceeded to acquire a fresh lease term from the Chiefdom council and 'the landowners' on the 15th October 2012, for a term of fifty years certain, commencing retrospectively on the 5th March 2011 and registered as No 238 at page 128 of volume 108, of the record books of leases, kept at the office of the Administrator and Registrar General Roxy Building Walpole Street Freetown in the western Area of Republic of Sierra Leone.

In pursuance of this Deed, the government gave a sublease to the company, for a term of forty eight years, effective 1st November 2012, with an option of twenty five years. It was registered as No.200/2016 at page 105 of volume115 on the 16th July 2016. This was way out of time, as all such deeds are to be registered within sixty days, from the date of their execution. There is no evidence of

leave granted by the High Court, to register out of time. The absence of the leave to register out of time renders both the DEED and the registration voidable, at the instance of either party.

On the 17th October 2013, the government took a second lease for a term of fifty years, effective 1st November 2013, with an option of twenty years. This one was registered as No.199/2016 at page 89 of volume 45. Acting on this grant, the government in turn gave the company, a second sublease on the 25th October 2013, registered as No198 at page 89 volume 115, for a term of forty nine years, effective 1st December 2013.

Both deeds were registered out of time on the 13th December 2016, but this time with the leave of the court, by an order dated the 8th December 2016.

The third grant to government was on the 25th October 2013. The same day, government strangely granted a third sublease to the company. The term granted the company in this third deed was fifty years certain, effective 1st September 2013 and registered as No.198/2013 at page 103 of volume 110, amazingly registered the same day it was executed in Pujehun, i.e. 25th October 2013.

The sublease to the company also was registered the same day it was executed in Pujehun, on the 6th November 2013, as No 2013, at page 117 of volume 110, for a term of forty-nine years effective 1st October 2013.

d. BLOCK CONCESSIONS

The Committee noted that, all lease Agreements made available to us, gave block concessions to the government and eventually to the company. The parcels of Land in all those Deeds were given in bulk. They did not delineate or describe the quantum of land, given by individual landowning families, in those grants.

This maybe the reason for the inequitable practice of paying, uniformed lease rent to all landowning families that gave land, irrespective of the size of the land a family gave. This unfair distribution of the lease rent reserved, is one of the principal reasons for the discontentment, amongst landowning families, as some families gave larger portions of land than the others.

e. THE PARCELS CLAUSES ARE UNCERTAIN

The exact locations of the land given are not adequately described or delineated, in both the lease Agreements and the survey plans attached thereto. The descriptions in both instruments for all the leases simply say: 'land situate at Malen Chiefdom'. Where in Malen Chiefdom, the lands are situate, in terms of names of villages, sections and other landmarks, they did not say.

f. NON COMPLIANCE WITH THE PROVINCES LAND ACT 1927 (CAP 122 OF THE LAWS OF SIERRA LEONE 1960)

This is the Act that regulates the acquisition of interest in provincial land, by nonnatives. By the definition of nonnative, companies as corporate entities are nonnatives. All the grants to the company are in violation of very instructive provisions of the provinces Land Act, that have the Legal effect of rendering those grants void or at best voidable.

Firstly by section 4 of cap 122, the largest interest a nonnative can acquire in provincial land at a given time, is a lease term of fifty years and an option to renew for twenty one years, making a total of seventy one years at a time. We noted that, all the Deeds granting the concessions to the government and by extension the company, exceeded that statutory maximum lease term. The options granted in those Deeds are for twenty five years, making the total lease terms in those deeds, to range between seventy three to seventy five years, depending on the substantive terms granted. This does violence to section 4 of cap 122

By section 3(2) of cap 122, no nonnative shall occupy land in the provinces, without the approval of the senior District Officer. Any nonnative that contravenes this provision shall be rendered a tenant at will and his grant determinable by three months' notice. We observed that, all the three sub leases to the company do not indicate such approval by the Senior District officer, as he did not sign any of them.

Also section 9(a) of the same Act provides that, a grant to a nonnative of provincial land must be signed by the lessor in the presence of two witnesses, before the senior District Officer and signed by the lessee in the presence of two witnesses before the resident magistrate. This was not done in all three sub grants/leases to the company, as there is no certificate of such execution endorsed by the SDO and the Resident magistrate, in any of those sub grants/leases. The effect of this violation is to render those sub leases voidable, at the instance of either party.

Thirdly, the amending Act to cap 122 that is Act No. 15 of 1961, the government is excluded from the definition of nonnative. Meaning, by that Act, government is now considered a native and therefore can now acquire any interest in provincial land, inclusive of the fee simple/ freehold, directly from the landowners, without having to go through the Chieftdom councils, as trustee for those landowners.

Consequently, the Chieftdom council in our view acted ultra vires, its powers conferred in it by cap 122 in that behalf. When they leased to government the legal implication of this inadvertence is obvious, it renders the sub deeds voidable.

g. NO ILLITERACY PROTECTION CLAUSE IN THE PRINCIPAL LEASE TO GOVERNMENT

A proper construction of the first principal lease to government, dated the 15th October 2012, will reveal that, there is no illiteracy protection clause, referable to the illiterate landowners that purportedly thumb printed it. This also renders the said deed voidable, on the principle of non est. factum.

h. NO CONSENT OR APPROVAL OF THE LANDOWNERS TO THE SUB LEASES GRANTED THE COMPANY BY THE GOVERNMENT

All the principal leases granted the government, expressly provided that, the government cannot assign or part with the possession of the demised land, without the consent or approval of the landowners and the Chieftom council.

Also section 9(c) of cap 122, provides that, a lessee shall not assign or part with the possession of the demised land, without the consent of the Chieftom council and approval in writing of the Senior District Officer.

There is no evidence of such consent or approvals, in all the sub leases to the company by the government. Another fundamental breach, that renders the sub leases void ab initio.

i. PREPARATION OF THE SUB LEASES TO THE COMPANY BY THE LAW OFFICERS DEPARTMENT IS SUSPECT

The company is a private corporate person and therefore the law officers' department cannot hold a personal brief for it. It is supposed to conduct its affairs by private counsel. However, as evidence of the disingenuous direct involvement of the government in this transaction, the law office was inadvertently dragged into acting as private counsel for the company. Their sub leases were prepared and backed by state counsel.

This in our opinion, smacks of undue influence by the government and therefore intimidatory. The involvement of the law officers department in what ought to have been a private transaction grossly disadvantaged the landowners, who apparently were devoid of personal legal representation in the deal.

j. GREEN BELT OR BUFFER ZONES AROUND VILLAGES AND RIVER BANKS

Green belts or buffers are the spaces left between the concession and the settlements in the concession. These are mainly intended to support community growth, alternative source of livelihood and to protect the inhabitants of those communities, from the environmental hazards of the agrochemicals used by the company.

Of the 19,123.9879 hectares or 47,256.40325 acres of land in the company's concession, only 1,297.50 hectares or 3,206.20 acres of it is left, as green belt or buffers, for the communities in the concession. This is inadequate and does not meet the land needs of the people and may expose them to the hazardous effects, if a harmful chemical is used by the company. It is made worse by the traditional shifting cultivation method of farming practice by the people. Left with little or no alternative source of livelihood, the people are mulcted in hardship, in terms of their daily subsistence and maintenance. Both the company's environmental social assessment report and the environmental social management plan, on the basis of which the EIA License was issued to them by the EPA, provide for green belts or buffers of 500 meters around villages and 50metres along inland valley swamps and river banks. The committee discovered that, the company is in violation of their own documents, as none of the villages in the concession have a green belt or BUFFER of that size.

In an effort to atone for this, the company ceded or returned to the communities, a total of 3,484.37 hectares or 8,610.06 acres of in land valley swamp in their concession, to the people, for cultivation.

The committee however contends that, the very inclusion of those swamps in the concession in the first place, was wrongful and at variance with the Mendè customary law and land tenure. By Mendè tradition, swamps can only be disposed of by way of a pledge (kpombay) and not by sale or lease. This is in realization of the fact that, wet swamp lands are one of the principal sources of livelihood and water resources.

The unavailability of adequate farmland and the loss of the other eco services the forest once provided for them, such as hunting/protein, herbal medicine, energy etc, is impacting adversely on the community people and has engendered in them, innate disaffection for the company and the Paramount Chief, who they suspect of colluding with the government then, and the company to deprive them of their heritage.

k. ALLEGATIONS OF POLLUTION

The communities complained that, swamps, streams, rivers and water catchment areas, have been contaminated and polluted by the agrochemicals used by the company, in their operations. The chemicals they use, emissions from their machinery, the noise and waste products from the oil mill, have considerably affected the yield or productivity of those lands mentioned above. . They are no longer arable.

The committee requested SLARI, (Sierra Leone Agricultural research institute), to conduct laboratory tests, on the soil and water sample. They collected samples, but they came back to us with an evasive report, which was neither here nor there. They were therefore not helpful to the committee.

l. ENVIRONMENTAL ISSUES

We enquired into various environmental related issues and practices by the company. We noted the appreciable efforts of the company, in providing environmental safeguards and protective measures, but those efforts are not adequate.

The company's environmental social impact assessment (ESIA) Report, environmental social management plan (ESMP) and the community development action plan (CDAP), on the basis of which the environmental impact assessment license was issued to them and renewed each year, are obsolete and bereft of key scientific studies.

The company's health and safety environmental (HSE) department is poorly equipped, in terms of both personnel and equipment. Apart from the manager an expatriate, who is a trained and qualified environmental management expert, the rest of the staff in that department are substandard. Albeit some of them have benefited from crash professional development in house trainings, they all lack the requisite professional qualification to meet the demands of modern environmental protection needs. The maximum qualification of the staff in that department, inclusive of the deputy manager is WASCE.

The company is applying agrochemicals like fertilizers, fungicides, herbicides etc. It is alleged that, some of these chemicals have been proscribed by world bodies like FAO, WHO etc., because of their effects on ecosystem. The Committee however was unable to ascertain this because of the non-cooperation of SLARI and EPA

Also if not treated, used and stored properly, those chemicals can cause contamination and pollution, with the attendant effects on both humans and the habitats. The personnel applying those chemicals if not properly clad with appropriate PPEs, may be adversely affected. Because the HSE department is ill equipped, the routine monitoring and inspection of environmental parameters is outsourced instead of being done in situ.

The community development action plan, which implementation is one of the requirements for the issuance and annual renewal of the EIA License, is not being implemented. The company purposefully substituted CDAP which is legally binding, to corporate social responsibility, that is not legally binding and it is done at their whims and captives.

m. THE LOCAL CONTENT POLICY NOT ADHERED TO

Another issue of grave concern, that came out clearly, is the non-observance of the local content policy directives by the company. There is no Sierra Leonean representation at the top level management team and specialized areas, of the company.

n. ALLEGATIONS OF UNFAIR/LABOUR PRACTICES AND LAND GRABBING

The company in an effort to unduly absolve itself from legal industrial responsibility, frequently sub-contract their services to third parties. The sub-contractors we noticed, mostly do not have the financial and professional pedigree, to adequately respond to the industrial needs of the workers, for the services sub-contracted to them. In the main, even the basic amenities provided by the company, for the workers, are converted to the use and benefit of these sub-contractors. For instance, we were reliably informed that, the company is providing a bag of rice for the security personnel monthly, but this is not reaching the personnel and we could not reach the security company, to which the security services are outsourced, for confirmation or rebuttal

Also, on the labour angle, the task (barra) assigned to labourers is excessive to and for the most time, not commensurate to the emoluments.

The Committee also inquired into allegation of land grabbing and found no evidence of actual land grabbing. From our findings, the Company regularly pays the lease rent reserved in the three (3) sub grant given to them. What gave the semblance of land grabbing is the fact that, most of the people who signed the principal leases to government as landowners were not chosen by the landowning families they purport to represent. They were kind of imposed on those landowning families by the government, with the active collusion and connivance of the Chiefdom Council. The majority of the landowners therefore felt unrepresented in the transaction and this led to their reasonable but factually and legally misleading notion of land grabbing. This is one of the unpleasant results of the unwarranted interference of the state and local authorities in this transaction. The Company was unfortunately misled by greedy and corrupt politicians both at local and national level, into dealing with the wrong persons.

Consequently, whilst the unsuspecting company was meeting all its obligations regarding the payment of lease rent and other land charges, it was doing so to the wrong persons again through no fault of theirs.

Our conclusion in this regard is therefore there is no land grabbing and related human abuses, but rather the proceeds of the land were misdirected to the wrong persons due to the corrupt antics of politicians.

There were also allegation that community members are not given preference for jobs and subcontracts they can do and perform. In response, the company Human Resource Officer told the committee that it is a mere allegation as almost all subcontractors are within the communities of Malen Chiefdom. The company confirmed to the committee that they have no issue with NASSIT in terms of payment of NASSIT contribution for their workers, but however told the committee that the company is struggling to get monthly statement from NASSIT for quite some time now and they showed us correspondences from them to NASSIT, urging them to send in their statements to no avail.

o. SUSTAINED CAMPAIGN OF VILIFICATION AGAINST THE COMPANY BY SOME CSOs/NGOs

The company raised serious concerns about the activities of some CSO/NGOs, geared towards tarnishing their corporate image, to the international community. According to them, this has impacted negatively, on their moral standing within and without the borders of this country. It has diminished their reputation and lowered their esteem, in the eyes of right thinking members of the corporate world. They specifically named the Green Scenery. In their estimation, these NGOs are freeloading from the dispute, to access donor funds. They urged the committee to call the government's attention, to this harassment as they put it and see how much they can do to redress that.

p. PALM FRUITS THEFT BY THE COMMUNITY PEOPLE

Another serious challenge the company is grappling with, is the frequent theft of their palm fruits, by members of the communities within their concessions. They claimed that, when stolen, the fruits are either taken outside the Chiefdom, or processed in the sacred society bushes.

q. THE ACTIVITIES AND CONDUCT OF THE PARAMOUNT CHIEF

The landowners in our meetings with them seriously complained the Paramount Chief and his selected few as Chiefdom council. They claimed that, the paramount chief is colluding with the company and the government then, to repress and deprive them of their God given resources i.e. their land. That the Paramount Chief since his election has never conducted an election for his sub chiefs. He arbitrarily handpicked them and dismissed them at will. Those sub chiefs that have the courage to speak truth to power or hold a contrary view to his, on the activities of the company, are summarily removed, marginalized and pursued vigorously.

According to MALOA, as far as their Paramount Chief is concerned, dissent is disloyalty and should be punished. This is absolutely incompatible, with mandatory provisions of the chieftaincy Act. Which makes sub chieftaincy offices, save the speakership, elective and not appointive?

Landowners who questioned the mode of acquisition of their lands, were marginalized and the most pliable of their siblings, incited and arbitrarily chosen as landowners' representatives. Most times these so called landowners' representatives are the black sheep of their families, who have neither the stature

nor the authority, to act in the place and stead of their families. This has led to wanton deprivation of the true and/ or responsible members of those families.

The communities also claimed to be suffering under repressive and oppressive bye laws. Their freedom of movement and Association are unduly restricted. Meetings are prohibited and no palm oil goes out and comes into the Chiefdom, save by the company. Empty five gallon containers are seized from commuters, on the guise that, they are meant to be used to traffic company palm oil. This is done without caring to know whether the palm oil in question, is company palm oil or not.

The Paramount Chief as head of the Chiefdom Council receives the sum of \$45,647/00, every year, as the Chiefdom Council's twenty percent share of the lease rent. It is alleged that, since he started receiving that whooping sum, he has never rendered an account to the chiefdom, as to the use that money is put into.

The community cannot identify one development project in the entire chiefdom that those monies were used to implement.

r. POLITICIANS USING THE IMPASSE FOR ELECTORAL ADVANTAGE

Both the Chiefdom council and the company asserted that, politicians are unconscionably using the conflict, for electoral gains. They named the sitting MP and the councilors, as the culprits of this political gimmicks. According to them, these politicians deliberately peddle emotive lies and hateful and inciting statements, to create disaffection against the company and the Paramount Chief, as their only campaign message.

4. RECOMMENDATIONS OF THE TECHNICAL COMMITTEE

As aforementioned, the committee after its investigation, met in Bo, deliberated on the findings of the sub committees and jointly came up with the following recommendations, for the attention of the Honourable Vice President and his mediation committee.

a. PRINCIPAL LEASE TO GOVERNMENT TO BE RESCINDED/REVOKED AND EXPUNGED

Aside from their palpable legal infringements and contraventions of cap 122 aforementioned, the grants to government were as unnecessary, as they are oppressive and obstructive. The committee views government's involvement in the transaction in this manner, as overbearing on the free choice of the landowners. It fettered the landowners' discretion to offer or not to offer their lands. It completely severed the relationship between the company and the people, their actual grantors and hosts.

From facts made available to us, the government's intervention in this behalf, was intimidatory and intended exclusively to search and encumber the free will of the landowners and compel and coerce the

more enlightened and informed members of the landowning families, to either submission or inaction/acquiescence.

The committee is therefore of the considered view that, this was the genesis of the discontentment of the landowners. It explains the company's rather aloofness in their dealings with the community people. They seem to be under the delusion that, they are not holding the concession from the people and therefore they have no dealings with them.

This misconception on the part of the company and the landowners determination to assert their relevance and protect their title to those lands, is the principal cause of the feisty relationship between them and the intermittent confrontations, occasionally leading to otherwise avoidable and unfortunate fatalities. This has generated mutual resentment mistrust and disaffection between the company and their host, the landowners.

By reason of the foregoing, we therefore strongly recommend that, the principal leases granted to government be revoked and expunged from the Record books, kept at the Administrator General's office. These grants were malafide and oppressive. Their revocation will accord the company the opportunity of dealing directly with the people, through their statutory Trustee, the Chiefdom council and reinvent and salvage the landlord/ Tenant relationship between them, which was vexatiously severed by government's direct interference.

The government in our view should limit its involvement to the MOU between them and the company, which outlines its policy and set out the privileges conferred on the company, by way of tax regime and duty waivers. Beyond that and to the extent of taken out leases and assigning same to the company is with respect not investor attraction tactics, but it borders around investor imposition.

b. THE SUB LEASES TO THE COMPANY TO BE REVIEWED

Resultant from one above, we recommend a review and transformation of the sub grants to the company, to the effect that, new leases be prepared and executed directly, between the company and the landowners, of course through the latter's statutory Trustee, the Chiefdom council, for the remainders of the terms granted in the sub leases aforesaid. This will now transform the sub leases to principal leases, which they ought to have been from start. This will considerably reduce the company's continual over reliance on government's goodwill, for its tenure.

The review and transformation exercise should be at no additional cost to the company, in terms of lease rent or compensation for years past. The only expense the company is expected to incur in this exercise, is the legal cost, for the preparation of the new leases, this time by a private legal practitioner, representing and chosen by the landowners, but paid by the company.

c. THE CONCESSIONS GRANTED THE COMPANY TO BE RESURVEYED AND REPLOTTED

The parcels of lands in the concessions granted the company, are to be resurveyed and re-plotted at the expense of the company. The resurvey and re-plotting should be by landowning families and not by

communities. The intention is to help determine, the exact quantum of land each landowning family gives and by extension, the lease rent payable to them. This will put an end to the inequitable payment of uniformed lease rent, irrespective of and without recourse to, the size of the land a family gives. The reviewed and transformed leases referred in two above, will now be prepared by family plots and not by community bulk concessions, with all their attendant problems.

d. ALL INLAND VALLEY SWAMPS IN THE CONCESSIONS TO BE RETURNED TO THE PEOPLE

This is not only with a view to providing the people with an alternative source of livelihood, but also in strict compliance with the customary law and practices of the people. Under Mendèe customary land law, swamp lands are not sold or disposed of in any other way, other than by pledge. Swamps are considered as one of the principal sources of livelihood. Returning them therefore to the people, is an unequivocal demonstration of goodwill from the company and in compliance with the covenant on its part, to observe and respect the customs and traditions of the people. More so when these swamps are just lying fallow.

e. FOUR DEEDS TO BE PREPARED FOR LANDOWNING FAMILY

The vogue now for Agricultural leases is the preparation of four deeds for each landowning family that gave land. The Deeds are: the deed of appointment, deed of acknowledgement, crop compensation deed and the lease Agreement.

The deed of appointment is executed by the principal members of each landowning family, appointing one or two of their own, as traditional and customary heads of their family. These appointees will represent the family in the land transaction. They would act for and on behalf of the family. The bank account for the payment of lease rent will be opened in their names and sign all documents relative to the lease transaction, on the family's behalf.

The deed of acknowledgement is signed by the appointed representatives of the landowning family, to the effect that, they have been duly contacted and consulted on the proposed lease to the investor and their free consent obtained.

The crop compensation deed is also signed by the appointed representatives of the people, acknowledging receipt of the compensation, for the crops that were on the leased land. And finally, the lease Agreements signed by the Chiefdom council, as Trustee for the landowners.

f. LANDOWNERS IDENTIFICATION COMMITTEE TO BE SETUP

In our several discussions with them, the community people contended that, most of the people that signed the principal leases to government are impostors and not true members or representatives of the landowning families. This was denied by the Chiefdom council, but not seriously controverted by factual witnesses.

Consequently, we recommend that, a landowner's identification committee be constituted, for the sole purpose of identifying the actual landowners and their representatives. We suggest that, this committee be composed of the Senior District Officer as head, with representatives from District council, Chiefdom council, MALOA, the Resident Minister and the appropriate town chief.

g. COMMUNITY LAISON COMMITTEE TO REPLACE OR SUBSTITUTE THE DYSFUNCTIONAL GRIEVANCE COMMITTEE

This committee is intended to substitute the existing dysfunctional grievance committee, the very use of the word grievance in the existing committee, imports bad faith and anticipatory of conflict. We therefore agreed that, we substitute the word grievance for liaison.

The purpose of this committee as the name implies, is to liaise between the company and the community. They take community issues or concerns to the company and the company's to the community. In the event of any disagreement, this committee will serve as an arbiter and resolve such disagreements.

The composition of this committee we suggest, should be as follows: the paramount chief, the MP, the three councilors in the ward, two religious leaders representing the two dominant faiths, the women's leader, youth leader, the sand and poor societies leaders, the District Officer and three representatives of the landowners, one each from the three concessions granted the company.

h. ESTABLISHMENT OF A DEVELOPMENT COMMITTEE

This committee will be charged with the responsibility of identifying and channeling the development needs of the community, to the company. The company in turn, is to work with this committee, in the implementation of its community Development Action Plan and corporate social responsibilities.

i. PROCURE THE SERVICES OF AN INDEPENDENT ENVIRONMENTAL IMPACT ASSESSMENT AGENCY

Our observations are inter alia that, the EPA is not fully equipped to conduct a standard scientific evaluation of the company's ESIA Report, their ESMP and CDAP and determine whether they adequately provide for the safe management and control of environmental risk and hazards, the community and its ecosystem would be exposed to, by the operations of the company. We also noted with frustration, SLARI's evasiveness in their Report on the alleged pollution of the swamps. In its first meeting, the committee requested for copies of the environmental social Impact Assessment report and EPA's subsequent annual Assessment reports, but unto the date herein, we were not obliged those documents. This neglect on the part of EPA, seriously inhibit the committee's enquiries, on the environmental impact of the company's operations, on the ecosystem and the community as a whole.

In view of the above limitations, we therefore agreed to strongly recommend that, the services of an independent and credible environmental impact assessment outfit, be contracted by government, through the assistance of right based organizations, to conduct a standard scientific assessment of the environmental impact of the company's operations on the community and the preventive and safety measures put in place by the company, to avert those risk.

j. ADHERENCE TO ECOLOGICAL CONTROLS (BUFFER ZONES/GREEN BELTS)

As per best practice, Agricultural concerns are required to maintain adequate buffer zones around settlements in their concession, as green belts. Our investigation revealed that, ESIA report recommended buffer zones of 500meters around villages and 50 metres from swamps streams and river banks. This recommendation is not fully adhered to by the company. Apart from Sahn, the chiefdom headquarter town, which has no buffer, all the other settlements in the concessions have buffers, but they are both inadequate and not up to what is recommended in the ESIA Report.

The committee notes with appreciation, the noticeable efforts of the company, to mitigate the effects of inadequate buffers. Their food security programme for instance, which includes over 600 acres of mechanical rice cultivation and ivs rice and groundnut production. We were also shown correspondences from the company, to the ministry of Agriculture and food security, expressing their desire to develop over 5000 acres of community farm, but these were not responded to by the ministry. They have also returned quiet an appreciable quantum of inland valley swamp land to the communities for cultivation.

Unfortunately though and through no fault of the company, we were informed that, the proceeds of this interventions, are not evenly distributed. It is alleged that, only those in the good books of the Paramount Chief benefit.

Appreciable though these efforts and good will are, we still recommend that, the company be encouraged to leave the requisite green belts and buffers around villages and along swamps, streams and river banks.

This is crucial because, green belts have to do with land use pattern, livelihood structures and community growth. In the interim, the company is advised not to apply chemicals to plantation closer to the villages.

k. THE OBSERVANCE OF STRICT CHEMICALS MANAGEMENT REGIME

The committee observed that, the company has adopted appreciable steps, towards combating, the effects of agrochemical use, on the terrestrial and aquatic ecosystems. They have even outsourced the management of some of their waste products, to a company in Freetown, to which they are now being ferried and process into economically viable by-- products.

They are engaged in waste segregation and have constructed a waste holding center, segregating the palm oil mill effluent/ sludge from the palm kernel fiber at the mill.

However, there is still room for improvement on this waste management regime. For instance the huge pile of palm kernel fiber at the mill is unsightly and unhygienic. They should sensitize the workers on and promote and facilitate the use of PPEs.

The committee would however want to urge the company, to rethink the outsourcing of their waste processing, to the company in Freetown. We suggest that the economically viable waste products be handed over to community members and be trained on how to process them into finished by products, like soap, nut-oil, bio fuel etc. Better still, the company builds its own waste processing center and sell the processed by products of their waste, to the community, at cost recovery. This in our view will help empower the community members economically and endear the company to them.

I. ISSUES RELATING TO THE PARAMOUNT CHIEF AND HIS COUNCIL

The committee recommends that, the Paramount Chief and his council, give a full and frank account to their people, of the use of the \$45,647/00, they receive each year, since 2012, as their twenty percent share of the lease rent.

That the discriminatory bylaws be reviewed and made less oppressive and general in their application. That a kind of truth and reconciliation be called by the Malen of Pujehun District Descendants union, to reconcile the chief and his people.

m. GOVERNMENT TO ENGAGE CSOs/NGOs ON THE COVERAGE OF THE SOCFIN OPERATIONS

Cognizant of the civic space CSO/NGOs are entitled to, to perform their functions and in recognition of the pivotal role they have played in this conflict and without the pretensions of searching their operational mandate, the committee recommends that, CSO/NGOs be engaged by the mediation committee, with a view to encouraging them to be more balanced in their reportage.

We acknowledge and appreciate the role they have played and which we urge them to continue to play, but we also observed that, some of them hold extreme positions and are overtly prejudiced against the company, in their dealings with the parties. To some of them, the company does nothing good. We therefore appeal that, the interested /CSONGOs be encouraged to continue to be steadfast in their work, but to be temperate and not to purposefully do anything that would unduly damage the corporate reputation of the company. According to them, their corporate goodwill is already undeservedly threatened, by the activities of some of these rights activists.

n. POLITICIANS TO BE MINDFUL OF THEIR UTTERANCES

The committee notes with deep appreciation, the pivotal role politicians have played in furtherance of the rights of their constituents. We are however not oblivious of the fact that, when the politician in them takes over, they go overboard, for electoral gains. On such times, they willfully peddle deliberate untruths and/or lies, they uneditedly make inflammatory hateful and inciting statements for political gains.

Whilst urging them to continue to advocate and seek the interest of their constituents, inclusive of the company, we recommend that, they be encouraged by the mediation committee and admonished not to go berserk and unconscionably tap from the dispute politically.

o. **GENERAL RECOMMENDATIONS**

We further recommend for the purpose of forestalling the Malen situation occurring anywhere, the following measures:

That government takes a second look at the mode of distribution of the lease rent reserved in Agricultural leases. By government policy, the rent is shared between the landowners 50%, the district council and chiefdom council 20% each and the government 10%. This is absolutely unfair and oppressive to the landowners and completely devoid of any comprehensible reason.

The lease rent is supposed to be the primary alternative means of livelihood for the landowners, after the loss of their **usufructuary** right in the lease land. If fifty percent of that rent is unduly taken from them by the state, they will be seriously mulcted in undue hardship. We therefore urge that the 2009 government Agricultural lease rent distribution policy be reviewed. The district and chiefdom councils should rely on their rates and the government their taxes and hands off the lease rent payable to the people.

Also we observed that, the rent reserved by government for Agricultural leases are paltry and way below the economic and rental market value of those lands. By government directives, the rent for Agricultural leases is \$12, 50/00 per hectare or \$5/00 per acre per annum.

We appreciate the initial rationale behind this policy. To attract investors to a country that had just emerged from an eleven year bloody civil war, we needed to lure them with irresistible incentives. This was understandable then. But the war ended some twenty years ago and we have had two peaceful democratic change of government. The country is now peaceful and secured for investors and therefore the rent should reflect these democratic and security gains

It is high time therefore that government reviewed the giveaway rent reserved for Agricultural lease, to reflect the rental value of those lands and be commensurate to the loss of use occasioned the landowners. As it is now, it has semblance of state sanctioned land grabbing.

Finally we also urge the government to include economically viable natural trees in the list of trees that the landowners should be compensated for. The price tag for those trees be also review upwards

5. CONCLUSION

By way of a summary position statement, the committee, informed on our findings, came up with the unanimous and incontrovertible conclusion that, in several respects, both the company and the landowners are victims of the shenanigans of unscrupulous corrupt and unconscionable politicians, both at local and national levels. The one was wickedly misled into believing that, he can do without the other, whilst the other was wrongfully dispossessed of their land. This unfortunately put the two victims the company and the landowners into collision course. The sporadic skirmishes we saw were therefore early warning signs. We therefore applaud His Excellency the President, the Honourable Vice President and government for this timely intervention and we pray that all concern will give their unflinching support to this government's efforts, geared towards a resolution of this impasse and we sincerely hope that this Report will be of some assistance in that regard.

Faithfully submitted by and on behalf of the **TECHNICAL COMMITTEE** comprising:

- Abdulai M Bangurah----- Chairman
- Sheku Brandon Samai-----Secretary to the Committee
- Osman Kanu-----Member
- Lahai M. Farmah-----Member
- John Kamara-----Member
- Buawah Jobo Samba-----Member
- Joseph J. Turay-----Member
- Lahai Samba Keita-----Member
- Paul A. Lamin-----Member
- Suaibu Sowa-----Member
- Femusu Samba-----Member
- Charles Kailie-----Member
- Mohamed A. Kabbah-----Member

.....
Abdula M. Bangura ESQ

Chairman

.....
Sheku Brandon Samai

Secretary