

PRESENTED TO THE PRESIDENT OF THE REPUBLIC OF LIBERIA,
H. E. ELLEN JOHNSON SIRLEAF | 19/12/12

**SPECIAL INDEPENDENT
INVESTIGATING BODY
REPORT ON THE ISSUANCE
OF
PRIVATE USE PERMITS
(PUPS)**

ACKNOWLEDGMENTS

The Special Independent Investigating Body (SIIB) acknowledges and appreciates all those who have contributed to their work.

Firstly, the SIIB appreciates the support received from the Government of Liberia and its various functionaries, particularly the President for her consistent support, and the Ministry of State for being available at all times during the period of this investigation.

The SIIB is also very appreciative to the Advisors – the US Forest Service, European Forestry Institute, and the Environmental Protection Agency for their invaluable support to the SIIB.

Additionally, the SIIB recognizes and appreciates all individuals, communities, companies, agencies and the general public for their cooperation in providing valuable information and submissions to the SIIB which greatly enhanced this work.

The SIIB is most appreciative of the Liberian Institute of Certified Public Accountants (LICPA) for making their premises available unhindered throughout this work. The SIIB also recognizes the services of staff of the LICPA for always willingly providing services to the SIIB.

LIST OF MEMBERS OF THE SPECIAL INDEPENDENT INVESTIGATIVE BODY

Members

James Dorbor Jallah	Chairman
Felecia Coleman, Association of Female Lawyers	Member
Father James Selle	Member
Diasmer Bloe	Member
Thomas Doe Nah, CENTAL	Member
Kou Dorliae, Ministry of Justice	Member

Advisors

European Forestry Institute

United States Forest Service

Environmental Protection Agency

ACRONYMS

ARL	Atlantic Resources Limited
CBD	Convention of Biological Diversity
CFMC	Community Forestry Management Committee
CNDRA	Center for National Documents and Records Agency
CRL	Community Rights Law
EIA	Environment Impact Assessment
EPA	Environmental Protection Agency
FDA	Forestry Development Authority
FMC	Forest Management Contract
FVI	Foreign Venture Incorporation
GIS	Geographic Information System
GPS	Geographic Positioning System
LACC	Liberia Anti-corruption Commission
MFA	Ministry of Foreign Affairs
MLME	Ministry of Lands, Mines and Energy
NFMS	National Forestry Management Strategy
NFRL	National Forestry Reform Law
NOTC	Nature Orient Timber Corporation
NSA	National Security Agency
PPCA	Public Procurement and Concession Act
PUP	Private Use Permit
SDI	Sustainable Development Institute
SGS	Société Générale de Surveillance
SIIB	Special Independent Investigative Body
SR	Southeast Resources
TSC	Timber Sale Contract
TTI	Tropical Timber Incorporated
UFC	Universal Forestry Corporation

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EXECUTIVE SUMMARY

In August 2012, President Ellen Johnson Sirleaf established a Special Independent Investigating Body (the “SIIB”) to investigate allegations related to the issuance of Private Use Permits (PUPs). This Report was completed by the SIIB following a comprehensive review of PUPs. The Report addresses the legality of the Forestry Development Authority (FDA) issuance of PUPs, the legal status of PUPs, and provides guidance toward a full resolution of the legal and policy issues identified.

This report synthesizes more than three months of investigation and findings by the SIIB commissioned by the President of Liberia to review the issuance of PUPs by the FDA. A PUP is one of four commercial forestry licenses conceived through a rigorous reform process and its intent is to allow private landowners to utilize commercially viable forest assets situated on their property. Unfortunately, contrary to the original intent, PUP issuance has become a mechanism for communities distributed in sections, clans, chiefdoms and districts across the country to engage in commercial forestry in violation of the law. At an alarming rate, community members and individuals sought approvals for PUP licenses and negotiated poor social agreements with tacit agreement of FDA Senior Management who in turn exploited the weaknesses in the sector to the detriment of the Government and the Liberian People.

As of the date of this report, according to information received by the SIIB, FDA has issued sixty-three (63)¹ PUPs totaling 2,532,501 hectares; 23% of the land area of Liberia. Two PUPs were issued during the tenure of John T. Woods, former Managing Director of FDA: Monica Cooper (PUP 15, April 14, 2009) and Mary Kpoto/Lofa Development Corporation (PUP 1, November 25, 2009) for 203 hectares and 4058 hectares respectively. From April 11, 2010 to December 19, 2011, the remaining 61 PUPs were issued by FDA during the tenure of Moses D. Wogbeh. During 2011, the issuance of PUPs progressively increased, so that while a total of 23 PUPs were issued in the first half of 2011, the remaining PUPs were issued in the latter half of the year, with 32 being issued between August and November 2011. Astoundingly, seventeen (17) PUPs were issued on October 6, 2011 with a land area totaling 1,114,246 hectares.

The level of abuse of power and public trust that characterized the transactional relationship that evolved amongst various actors in the forestry sector, was led and sanctioned by FDA. The legal framework, including the National Forestry Reform Law (NFRL), Community Rights Law (CRL), Public Procurement and Concessions Act (PPCA), FDA regulations, and other laws have been willfully violated to such an extent that the effective governance and management of the forestry sector has been undermined and its viability threatened.

A significant contributor to the current PUP situation is the failure of FDA to promulgate regulations prior to the issuance of PUPs. Even in the absence of regulations, FDA purposefully granted PUPs in violation of the existing legal framework and failed to develop standards for the process. One cross-cutting finding elaborated below is that FDA operated in this matter, and apparently commonly does so, almost entirely independent of any formal standard formulated in guidelines, procedures, or implementing regulations.

¹ The February 2012 FDA Board of Directors Resolution lists sixty-five (65) PUPs, however the SIIB has been unable to locate two listed in the Board’s Report: (1) The People of Gongbayea (53,665); and Konobo 2 (75,333 hectares).

The SIIB envisions that the findings and recommendations of this Report will result in a new set of reforms that are necessary if the forestry sector is to function properly and within its legal framework. The recommendations contained in this report are intended to improve governance of the sector and FDA to protect national interest and ensure greater benefits to the people of Liberia.

KEY FINDINGS

- ❖ That the Management of the FDA, SGS, and operators violated the moratorium placed on Private Use Permits by the FDA Board of Directors. Suspended FDA Managing Director Moses Wogbeh's failure to communicate the order of the Board of Directors until June 15, 2011 was intentional and constitutes insubordination. However, SGS, operators and communities had reason to know of the Moratorium and should have acted in compliance with it. Even after the June 15, 2011 notice FDA, SGS, and operators continued to operate in violation of the Moratorium.
- ❖ That the FDA management failed to promulgate regulations governing the issuance and operation of PUP. Senior managers at FDA took advantage of the lack of regulations in ways that were unconscionable, illegal, and a violation of the public interest.
- ❖ Reviews of the underlying land deeds used in the issuance of PUP licenses revealed major inconsistencies and further abuses perpetrated by FDA management. There were fundamental flaws in the Ministry of Lands, Mines and Energy's (MLME's) validation process for the deeds. An assessment completed by the Land Commission indicated that that of the fifty-nine (59) land deeds reviewed, fifty-seven (57) are not eligible for the PUP license because the deeds presented evidences collective ownership and therefore must operate under the requirements of the CRL.
- ❖ That regulatory agencies involved in the PUP licensing process, including the Ministry of Lands, Mines and Energy (Land, Survey and Cartography Department) and the Environmental Protection Agency were negligent in carrying out their regulatory responsibilities as required by law. Further, the Land, Survey and Cartography Department approved fraudulent conveyance of land in issuing Certificates of Correction in violation of the law.
- ❖ The NFRL requires that either the applicant for a PUP is the landowner or has permission from the Landowner. There is insufficient evidence that permission from the landowner was obtained, even where the letter requesting a PUP was from the "landowner." In many cases, the letter of request for a PUP had one signatory with no supporting documentation that other members of the District/Chiefdom/Section were consulted. In cases where the operator applied on behalf of the communities, there was no written proof that the communities were consulted or agreed his/her representation.
- ❖ FDA failed to exercise due care and legal prudence in review of documentation presented for issuing PUPs. Documents revealed errors in dates, signatures, deeds and associated documents such as social agreements and memorandums of understanding. Some of the actions by FDA indicated culpability by officials of the FDA in cohort with individuals working for companies and communities.
- ❖ That the FDA failed to comply with the National Forest Management Strategy (NFMS) that states in its objective *that the FDA - allocate and manage Liberia's remaining 4.39 million hectares of forest as either forest management contract areas, and timber sales contract areas, community management areas, or protected areas to capture, develop and preserve the wide range of forest resource benefits.* Under the NFMS, 2.5 million hectares of forest was found suitable for commercial use. The NFMS envisioned thirteen (13) new protected forests to be maintained for conservation in compliance with Liberia's obligation under the United Nations Convention on Biological Diversity (CBD), bringing the total of protected areas to 1,141,813 hectares. The NFMS was completely disregarded during the process for granting PUPs. The actions of FDA have jeopardized Liberia's conservation goals and the

ability of Liberia to meet its obligation under the CBD.

- ❖ The field verifications memorandums written by FDA to justify issuance of PUP were falsified in many cases and did not support the grant of PUPs in others. Field verifications dated in 2011 were purportedly completed in 2009-2010, in many cases prior to the request for a PUP.
- ❖ Review of social agreements signed by landowners and operators are inadequate, as they do not justly compensate the land owners (generally communities) for the exploitation of their forest resources. The social agreements are constructed in a template that in many cases make vague references to projects that the operators will implement. One theme that resonated across operators was the construction of one clinic at US\$12,500 in the third year of operation and beginning the construction of two schools value at US\$14, 500 in the second year. Employment is referenced, but many community members cannot access jobs because they do not have the capacity.

RECOMMENDATIONS

First, and perhaps most importantly, in order to begin to redress the obscurity that allowed this deplorable situation to have developed, the SIIB recommends that this report and all of the associated records and analysis be made public. In particular, to address each of the individual legal and policy transgressions observed during the investigation of PUPs, the SIIB recommends the following, to be undertaken with all deliberate speed:

Private Use Permits

1. An Executive Order should be issued giving effect to the recommendations of the SIIB.
2. All PUPs issued by the FDA are void as their issuance preceded promulgation of standard qualifications as required by the NFRL Section 5.3(iii).
3. Individually revoke all PUPs for failure to comply with NFRL Section 5.2, various requirements of Section 5.6, Regulation 107-07(64), and other regulations as more specifically listed in the individual assessments (Annex V).
4. Convene a Special Panel to include SGS, FDA, Ministry of Finance, Internal Audit Secretariat and independent members to conduct an inventory of all logs that have been felled in PUP operations.
5. Institute confiscation proceedings for the auction of logs catalogued in the inventory.
6. Order the Land Commission to conduct an extensive evaluation of all Deeds submitted for PUPs and make recommendations consistent with the NFRL, the CRL, and other laws of Liberia.
7. Regulations currently being developed for PUPs must specify procedural standards for demonstrating private ownership, documentation required for acquiring and demonstrating permission from the landowner, the term of years for the license, and other essential terms for the license in consonance with Liberian law; in addition, these regulations must be developed in meaningful consultation with stakeholders.
8. An independent audit of FDA be conducted and the findings made public and appropriate action(s) taken.
9. FDA must develop a recording system for all documents related to forestry licenses and social agreements.

Government Entities

1. Suspended Managing Director Moses Wogbeh should be dismissed from the FDA and government service for gross misconduct, abuse of power, economic sabotage, and insubordination to the FDA Board of Directors; and prosecuted appropriately.
2. Cllr. Benedict Sagbeh, FDA Legal Counsel be dismissed from FDA for conniving with FDA Management and various individuals in the fraudulent issuance of PUPs; and a complaint of his unethical behaviors and ethical failures and moral turpitude be reported to the Grievance and Ethics Committee of the Liberian National Bar Association for disciplinary action. That he be barred from providing any future legal services to the Government of Liberia.
3. Messrs. John Kantor, FDA Technical Manager; Towon Nyenty, FDA GIS Coordinator; and Jangar Kamara, FDA Commercial Manager be dismissed from FDA and Government Service for orchestrating the falsification of government records and receiving illegal payments from PUP operators. The above listed individuals should be further investigated by the Ministry of Justice and LACC and if convicted be made to restitute payments received illegally.
4. The Chairperson of the Board of Directors, Minister Florence Chenoweth be suspended for one month for her failure to provide proper oversight to FDA and failing to conduct due diligence in the issuance of PUPs.
5. The Board of Directors should be appropriately reprimanded for breach of their fiduciary duty, the duty of care owed to the FDA, failing to conduct due diligence and to provide effective oversight of FDA operations and in the issuance of PUPs.
6. The Board of Directors of FDA should be required to establish and institute appropriate guidelines for reviewing, approving, and attesting to the actions of FDA.
7. The Board of Directors should establish and institute mechanisms for receiving and investigating claims made against FDA management.
8. Dr. Sizi Subah, Deputy Minister of Agriculture be appropriately reprimanded for signing per procurationem and failing to conduct due diligence in attesting to 17 PUPs dated October 6, 2011.
9. Mr. Maxwell C. F. Gwee, Director of Cartography Services at the Ministry of Lands, Mines and Energy should be dismissed forthwith from MLME and barred from holding any position involving land transactions or resource licensing. Mr. Gwee should be investigated by the Ministry of Justice for fraudulent conveyance of land.
10. Mr. David Blaye, County Surveyor for Grand Bassa County should be dismissed for fraudulent conveyance of land and gross misconduct.
11. The Ministry of Justice and the Ministry of Finance must conduct an analysis and issue a formal opinion on the current tax and fee requirements of commercial forest license holders and whether the market can bear them.

Companies

1. Atlantic Resource Limited should be required to pay all tax arrears on FMC "P" and be permanently barred from engaging in commercial forestry activities for violation of NFRL 20.6(a)(i) and NFRL 20.6(a)(ii) and for orchestrating fraudulent activities in Liberia's forest sector.

2. That Atlantic Resource Limited affiliated companies including Forest Venture, Nature Orient Timber Corporation, Southeast Resources should be permanently barred from engaging in commercial forestry activities for violation of NFRL 20.6(a)(i) and NFRL 20.6(a)(ii) and for orchestrating fraudulent activities in Liberia's forest sector.
3. That EJ and J Corporation and its Chief Executive Officer Eliza Kronyann be prevented from engaging in commercial forest activities unless an independent panel makes a determination that the company has the financial and technical capacity to operate a commercial forestry license independently.
4. That Sarah Miller is prevented from representation, management, or service as an agent of any PUP and/or community forestry except on land proven to be personally owned by her as verified and validated by the Land Commission.
5. Amb. John Gbesie, Messrs. Augustus Abram and Ben Kofie be barred from engaging in commercial forestry activities in Liberia, and be further investigated and prosecuted by the Ministry of Justice for fraud and violation of Section 20.6(a) of the NFRL.
6. That the Ministry of Justice prosecutes all individuals who submitted PUP applications with forged land deeds.
7. That all the above listed companies that have exported timber be made to compensate communities as per their memorandum of understand and social agreements. That all payments for cubic meters of timber felled be immediately paid into escrow accounts created for this purpose. That those companies whose social agreements specify that a clinic (valued at US\$12,500) and schools (US\$14,500) be made to immediately pay said amounts to the escrow account.
8. That the illegal actions of Atlantic Resources and its associated companies be further investigated by the Ministry of Justice.
 - a. Atlantic Resource
 - b. Forest Venture
 - c. Nature Orient Timber Corporation
 - d. Southeast Resources

Forestry in General

1. That the government engages with holders of FMCs and TSCs and other stakeholder to determine the financial viability of FMCs and TSCs, and identify the burden associated with various fees and taxes that companies have to pay to operate.
2. FDA must develop and publicize a fee structure for administrative and other costs associated with forestry licenses.
3. That Capacity building initiatives should be instituted to educate communities on the vary forestry licenses and to support the expeditious implementation of the CRL.

1. INTRODUCTION

Concerns regarding the issuance of PUPs surfaced mid-2011 with requests from the Sustainable Development Institute (SDI) to FDA for copies of all PUPs. On January 10, 2012, FDA provided the requested copies of PUPs to SDI. In response, the NGO Coalition sent a letter to the Managing Director of FDA dated January 12, 2012 raising concerns that PUPs were being issued at an alarming rate and scale and that “with the rapid increase in the volume of timber produced from PUPs, it is likely that PUPs would become the main producers of logs in Liberia.” The Letter requested that FDA halt issuance of PUPs and inform its Board of Directors of the concerns raised by the NGO Coalition. It is unclear if any action was taken by FDA in response to this request.

Over the course of the year, the NGO Coalition, the news media, and independent research reports have continued to raise concerns, highlighting observed flaws in the issuance of PUPs. Due to the high proliferation of PUPs and the strong opposition of forestry stakeholders, the FDA Board of Directors placed a moratorium on the operation of inactive PUPs and the issuance of new PUPs. The Board’s moratorium was effective February 2012. Despite this moratorium, timber felling and shipment continued unabated.

In August 2012, President Ellen Johnson Sirleaf established a Special Independent Investigating Body (the “SIIB”) to investigate allegations related to the PUPs. In President Sirleaf’s appointment letter, the SIIB was given 60 days to complete its investigation. This Report was completed by the SIIB following a comprehensive review of Private Use Permits (PUPs). The Report addresses the legality of the process followed by the Forestry Development Authority (FDA) to issue PUPs, the legal status of PUPs, and provides guidance toward a full resolution of the legal and policy issues identified.

2. METHODOLOGY

Following a short planning phase, the SIIB began its investigation in September 2012. It quickly became apparent that due to the complexity of the issues presented, the volume of information received, and logistical challenges in reaching the sites of the PUPs, completing the investigation within the 60 days originally granted by the President would be impossible. As a result, the SIIB requested and was granted an extension to complete the investigation by December 19, 2012. This report is the result of an extensive investigation, which included a desk study, assessment of all known PUPs, interviews, and field visits.

2.1 Mandate

The primary task of the SIIB, as outlined in the Terms of Reference (Annex 1), was to determine whether the letter and spirit of the National Forestry Reform Law of 2006 (NFRL) and the Community Rights Law of 2009 (CRL) were followed during the permitting process, and to make recommendations based on these findings to the President. The Terms of Reference required that the SIIB review and assess whether the application for PUPs were in compliance with the requirements of the NFRL and to determine whether allocated PUPs are consistent with the National Forest Management Strategy. Additionally, the SIIB was specifically mandated to:

1. Verify that land deeds submitted along with applications for PUPs are legal.
2. Determine whether there is a legally binding contract between the landowner and the company or individual holding or operating the PUP.
3. Verify that agreements with communities situated in the PUP area were willingly signed by communities, are beneficial to those communities, legally enforceable, and being applied.

We must clearly state that the Body's investigation did not include criminal investigations into the actions of individuals or entities. This Report identifies instances of professional misconduct, fraudulent activities, violations of the forestry and other laws, and failure of individuals in their roles as fiduciaries. We have made no conclusions as to the criminality of individual conduct. Due to the complex nature of the issues involved and time constraints, the SIIB centered its investigation on the review of PUPs and providing guidance for resolution of the legal and policy issues identified in order to move the forestry sector forward. Where fraudulent activities have been uncovered, the SIIB recommends that the Ministry of Justice and Liberia Anti-corruption Commission (LACC) conduct further investigation and take appropriate legal action.

Finally, while the mandate of the SIIB was specific to the facts, legal, and policy issues surrounding Private Use Permits, the Body's findings and conclusions in some cases extend beyond the PUPs. As one of the four commercial timber licenses in Liberia's forestry sector, many of the implementation challenges identified during the investigation of PUPs are affecting the sector more broadly. In addition, this matter is substantially intertwined with questions about land rights, particularly rights held by communities. This investigation also touches on issues related to these rights. While our recommendations are focused most specifically on the issuance of PUPs, because some findings and conclusions have broader implications, some of our recommendations also go beyond the defined scope of the Private Use Permits.

Process

The investigation was completed in five stages: (1) preparation and planning, including informational

presentations and interviews, (2) Assessment of PUPs (3) Interviews of relevant parties, (4) field visits, and (5) Evaluation and compilation of the Report. The SIIB convened several times each week, conducted background research and analysis, and carried out field visits. Specifically, the SIIB's activities included:

- Reviewing legal authorities, records publicly available, and records provided by government entities, companies, communities, and individuals.
- Interviewing stakeholders from all sectors related to PUPs including relevant ministries and agencies, PUP holders, companies operating PUPs, community members, and advocacy groups. A complete list of all interviewees is included as Annex 4.
- Publicly requesting any records or documents related to PUPs that were issued; sixty-three (63) PUPs were received and reviewed
- Presentations by subject-matter experts

2.2 Assumptions

In order to conduct the analysis, the SIIB needed an analytical framework against which to measure the steps that were taken and the standards that were applied, if any. The SIIB did not receive any supporting documents related to the application process from FDA. In the interviews, FDA management confirmed to the SIIB that in addition to the lack of implementing regulations for PUPs, there are no written guidelines, procedures, or standards for the PUP application process.

Thus, several assumptions were necessary to establish a standard against which to compare the process that was followed. First, it was necessary to identify the activity that initiates the process of applying for a PUP. Included with records received for several PUP licenses are letters from communities or companies requesting that FDA grant a PUP. In the absence of any indication of another first step, the SIIB has assumed that such a letter is the application and thus begins the process for obtaining a PUP.²

Second, in the absence of any regulations specific to the PUP, the SIIB used the applicable provisions of the commercial forestry regulations (the ten core regulations) to identify subsequent requirements. These include pre-certification of companies and submission of annual harvesting certificates, business plans, and operating plans. FDA provided no documentation related to compliance with these requirements. Where related information was received by the SIIB from the companies themselves, the SIIB assumed FDA used the information during the application process unless there was evidence to the contrary.

² For other kinds of forest resource licenses, FDA has instituted processes that must be followed before applications can be received. Section 34 (a) of FDA Reg. 104-07 Regulation on Tender, Award, and Administration of Forest Management Contracts, Timber Sale Contracts, and Major Forest Use Permits require FDA to develop standard contracts for use in the licensing process. This regulation does not speak to steps needed to prepare for accepting applications for PUPs. Further, **Section 62(a), Signing the Contract and Granting Permission to Use or Harvest Forest Resources, states** "The Government shall not sign an FMC or a TSC until the winning bidder is in good standing regarding all taxes, fees, bonds, and other financial obligations to the Government." 103-07 Regulation on Bidder Qualifications Section 31. **Prequalification Requirement for All Bidders subsection (a) does explicitly apply** to applicants for private use permits, as one of the four categories of forest resource licenses: "Only Persons with a valid prequalification certificate issued under Part Four of this Regulation may submit bids for Forest Resources Licenses offered as concessions." There is no evidence that this process was followed in the issuance of the PUPs.

Analysis

3. ADMINISTRATIVE FAILURES

The PUP is one of four commercial forestry licenses the FDA is authorized to grant under Section 5.6(d) of the National Forestry Reform Law of 2006 (NFRL).³ Much of the current confusion regarding PUPs stems from the failure of FDA to develop regulations for the application, grant, and management of PUPs *prior* to applying this provision of the law. Although the shifting landscape of land ownership rights in Liberia has led to alternative interpretations of the language in the NFRL about PUPs, former Managing Director of FDA, Mr. John Woods, and other drafters of the NFRL, have stated unequivocally that the intent of the drafters was that commercial forestry would be focused on the concession system, namely Forest Management Contracts (FMCs) and Timber Sales Contracts (TSCs). PUPs were intended as a residual grant for private landowners who would convert their land to other uses.

As of the date of this report, according to information received by the SIIB, FDA has issued sixty-three (63)⁴ PUPs totaling 2,532,501 hectares, 23% of the land area of Liberia. Two PUPs were issued during the tenure of John T. Woods, former Managing Director of FDA: Monica Cooper (PUP 15, April 14, 2009) and Mary Kpoto/Lofa Development Corporation (PUP 1, November 25, 2009) for 203 hectares and 4058 hectares respectively. From April 11, 2010 to December 19, 2011, FDA issued the remaining 61 PUPs during the tenure of Moses D. Wogbeh. During 2011, the issuance of PUPs progressively increased, so that while a total of 23 PUPs were issued in the first half of 2011, the remaining PUPs were issued in the latter half of the year, with 32 being issued between August and November 2011. Astoundingly, seventeen (17) PUPs were issued on October 6, 2011 with a land area totaling 1,114,246 hectares.

Table 1: Private Use Permits Issued by County

County	No. of PUP	PUP Area (hectares)
Gbarpolu	7	673,179
Sinoe	12	423,642
Grand Gedeh	7	271,680
Lofa	5	271,277
Grand Bassa	11	204,752
River Gee	3	160,422
Rivercess	4	145,981
Grand Kru	4	105,959
Nimba	1	79,263
Grand Cape Mount	2	78,564
Bong	4	66,569
Maryland	1	28,847
Margibi	2	22,366
Total	63	2,532,501

³ The other three commercial forestry licenses under the NFRL are the Forest Management Contract (FMC), Timber Sales Contract (TSC), and Forest Use Permit (FUP).

⁴ The FDA Board of Directors Reports lists sixty-five (65) PUPs, however the SIIB has been unable to locate two listed in the Board's Report: (1) The People of Gbongbayea (50,665 hectares), and Konobo (75,333 hectares).

This analysis considers the legality of the issuance of these 63 PUP licenses. It is structured based on the violations and failures identified during the course of the investigation.

3.1 VIOLATION OF MORATORIUM ON PRIVATE USE PERMITS

In January 2012, based on an anonymous whistleblower leaflet and at the behest of the President, FDA Board of Directors (“the Board”) convened a special session for the purpose of investigating allegations raised in the leaflet. Following its special session, the Board concluded that “FDA senior management was not in violation of any laws, regulations governing the forestry sector at the moment; however a more detailed study is needed to make a definite determination.” Effective February 2012, the FDA Board placed a moratorium on the issuance of new PUPs and halted activities under all existing PUPs with the exception of the four already operating at that time: Lofa Development Corporation/Mary Kpoto (PUP 2), People of Zaye Town/Sarah Miller (PUP 3), People of Teemor Section (PUP 10), and Tartweh-Drapoh DMC PUP 26). Since the issuance of the Moratorium, PUP operations and shipment of timber has continued unabated. On August 5, 2012, President Sirleaf reaffirmed the FDA’s Board of Directors Moratorium.

On August 12, 2012, several PUP operators petitioned the Supreme Court for the issuance of a Writ of Prohibition, arguing that the moratorium was arbitrary and a violation of the due process clause of the Constitution. On September 4, 2012 the Justice in Chambers of the Supreme Court Liberia issued an Alternative Writ of Prohibition returning the operators to status quo ante pending the outcome of a full hearing. Following the full hearing by the Justice in Chambers Supreme Court, Justice Banks issued a ruling on October 22, 2012 dismissing the petition as procedurally defective. In his ruling, Justice Banks quashed the Writ, dismissed the petition, and reinstated the Moratorium. Due to the Supreme Court case, the Moratorium was briefly lifted from September 4, 2012 to October 22, 2012, although it is clear that operators never ceased logging activities.

Findings

It is impossible to know how many PUPs have operated in contravention of the Moratorium. However, interviews conducted by SIIB at various PUP sites indicate operators have never stopped their operations. Between the period of February 2012 and November 15, 2012, records provided by Societe Generale de Surveillance (SGS), the contractor implementing Liberia’s timber chain-of-custody system confirmed that twenty-eight (28) PUPs are registered under the SGS/Liberfor program: eleven (11) active PUPs, twelve (12) PUPs beginning operations, and five (5) inactive PUPs. According to SGS records (in addition to the active PUPs), timber has been exported by Forest Venture (PUP 8), Atlantic Resources (PUP 18, 20, and UL Forest) and Global Logging (PUP 9). The Atlantic Resources shipment from UL Forest on June 5, 2012 is alarming since the land was granted to the University of Liberia for research purposes, not for operation as commercial forest.

During the SIIB field visit to Grand Bassa County during the week of December 3, 2012, logging activities were being conducted and a ship was in the process of being loaded at Jo River PUP 23 (Forest Venture) and Doedian District PUP 10 (Tropical Timber Incorporated) although the Supreme Court’s decision reinstated the Moratorium on October 22, 2012. During a telephone conversation with the Chair of the SIIB, Acting Managing Director Karnwea stated that permission had been

granted to ship logs harvested prior to the final Supreme Court ruling. However, these PUPs are accountable under the February moratorium, making their operation possibly illegal since only the 4 PUPs identified in the FDA Board's resolution were active.

There has been widespread confusion regarding the period in which the Moratorium became effective. There are conflicting accounts on what steps FDA took to ensure compliance with the Moratorium. Legal Counsel for FDA, Cllr. Benedict Sagbeh has stated that written notices were sent to operators and other stakeholders informing them of the Moratorium. However, Sagbeh has not provided copies of these written notifications. Moses Wogbeh informed the SIIB that he does not believe any written communication was sent, but he did "call" stakeholders and informed them of the Moratorium. All operators interviewed by the SIIB have stated they never received notification from FDA and were unaware that the February 2012 Moratorium was issued. Operators insist that they only became aware of the Moratorium during the August 7, 2012 PUP Regulations Stakeholders Meeting held in Monrovia. However, even if operators were not informed of the moratorium by FDA, they were still bound by it and the failure of FDA to inform them is no justification for the violation.

SGS received a letter dated June 15, 2012 from Moses Wogbeh informing him that the FDA Board had instructed all inactive PUPs be suspended. In an internal email, Sebastian Schrader of SGS stated he sought clarification from Jangar Kamara as to which PUPs were considered inactive. Jangar Kamara sent an email response to SGS on June 22, 2012 stating "...consider copy of the letter sent you as partial information or listing of Non-active PUPs *with the exception of Bolloh and Jloh* that had already been certificated after the completion of the pre-felling requirements prior to the decision of the Board" (emphasis added). Jangar Kamara singularly changed the mandate of the FDA Board without authority or information that his decision was supported by the Board. The letter referenced in Kamara's email was not provided by SGS.

In a second email sent by Jangar Kamara on August 14, 2012 (after the President had reaffirmed the Moratorium), he wrote SGS that "by directive of the Managing Director, SGS/LiberFor is hereby informed that though there is a suspension of activities of PUPs, the issue of shipment from the Port of Buchanan must be allowed as long as all requisite financial obligations are settled." Again, on August 15, 2012, following an email request from Sebastian Schrader of SGS regarding two shipments of 40,000m³ expected from Atlantic Resources, Jangar Kamara states "Regarding the issue of Atlantic, pls be assured that we will consider this in our letter." Although SGS official received notification from FDA on June 15, 2012, its activities also did not cease following that notification. In an email sent to Moses Wogbeh by Ivan Muir, Manager for SGS/LiberFor on August 16, 2012, he stated that SGS had cleared a shipment on August 3, 2012.

As mentioned previous, although the SIIB made a request to FDA, copies of written notifications to PUP Holders, operators, and SGS were never provided. However, as part of its submission to the SIIB, SGS provided copies of correspondences from FDA to operators dated June 2, 2012 informing them that the FDA Board of Directors had put a moratorium on all "INACTIVE" PUPs. The letter never specifically identify which PUPs were considered active. The June 2, 2012 letters are signed by Mr. Wogbeh, but are not on FDA letterhead.

SGS has informed the SIIB that prior to its approval of any shipments of timber by operators, approval is obtained from FDA. Atlantic Resources and Forest Ventures have also stated during interviews that FDA was aware that logging activities were continuing from February 2012 onward. The June 2, 2012 letters purportedly sent by FDA, while signed by Mr. Wogbeh, are not on FDA letterhead.

Any official communication from FDA should have been on FDA letterhead and the SIIB can find no justification why FDA would send such notices on plain paper.

Additionally, FDA has field officers in each county that should have had knowledge of the Moratorium and made FDA aware of logging activities occurring at the PUP sites. However, during SIIB field visit to Sinoe, the FDA Regional Forester for Region 4 - Phillip Joekolo, stated that he was unaware of the Moratorium. Due to the approval requirements of the contract with SGS, FDA would have been aware of all violations occurring within the chain-of-custody system.

Conclusion

From the time of the issuance of the Moratorium, logging activities under PUP contracts did not cease and operators continued to conduct felling activities and shipment of logs. The SIIB finds that PUP Holders, operators, and SGS had reason to know that the February 2012 Moratorium was in effect and should have acted in compliance with the Moratorium. Operators were also aware of the October 22, 2012 Supreme Court Decision and yet continued to conduct logging activities in violation of the final Supreme Court ruling.

FDA was fully aware of and facilitated the violation of the Moratorium. FDA Management's failure to investigate possible violations and take preventative measures constitutes insubordination to the FDA Board of Directors.

3.2 PROMULGATION OF REGULATIONS FOR PRIVATE USE PERMITS

The NFRL, Ten Core Regulations, CRL, and the Forest Management Strategy set the foundation for efficient use of forest resources and sustainable forest management. The NFRL establishes PUPs and sets forth broad standards and requirements for issuing a PUP. Section 5.2(a) requires that "The Authority shall establish *standard qualification for Persons wishing to obtain permission to conduct commercial forestry Operations*" (emphasis added). 5.2(a)(iii) specifically extends the requirement to PUPs: "(iii) For Private Use Permits under Section 5.6 of this Law, the Authority *shall specify the standard qualifications by Regulation*" (emphasis added).

Findings

It is a fundamental principle of administrative law that executive agencies issue regulations containing procedures and standards to implement legal provisions as envisioned by the Legislature. This provides for clarity, consistency, and due process. To ensure proper implementation of the laws, additional regulations, guidelines and procedures were necessary and specifically required by both the NFRL and the CRL. The NFRL requires FDA to promulgate regulations on specific matters and in other cases when they are needed.

During the FDA interview, Cllr. Sagbeh justified FDA's failure to develop regulations by stating that because the 10 Core Regulations existed, promulgating new regulations for PUPs would have been repetitive. The SIIB found it curious that later during the same FDA Interview, Mr. Janga Kamara stated FDA had not issued licenses under the CRL because there were no regulations. Per Kamara,

“..if that [CRL] regulation was not there, ...what would guide the process of even allocating the community forest activity to the people?” The SIIB finds this justification apt and equally applicable to the need for regulations for implementing PUPs.

During the Interview with former Managing Director Woods, he stated his hesitancy to issue the first PUP, but stated that he tried to stay within the intent of the Law and under the narrow circumstances that the land would be converted to other uses. Nonetheless, the SIIB has determined even the issuance of these PUPs required regulations, instead of the ad hoc manner in which they were issued. The Monica Cooper PUP appears to have undergone a different application process than the Mary Kpoto PUP. Additionally, it is the Field Validation Report completed for the Monica Cooper PUP that first proposes to “re-survey” the land and change the metes and bounds on the Deed purportedly because the area on the ground is larger than what is contained in the Deed.

FDA’s conscious decision to grant PUPs in the absence of regulations jeopardizes the sector and raises questions about the utility of a PUP license. A review of the current situation points to the necessity of regulations, which would have provided guidance and resulted in consistent application of the law. Standard qualification regulations specifically for PUPs were required by the law and the conscious decision by FDA not to promulgate such regulations prior to the issuance of PUPs constitutes an abuse of power. FDA’s stated reluctance to issue any forestry permits under the CRL until regulations were developed also indicates that FDA was aware of the necessity of regulations for the PUP.

Conclusion

Contrary to the stated position of the FDA management, the SIIB determined that regulations were necessary: 1) generally because the law does not provide sufficient standards and detailed procedures for administrative implementation; and 2) because the NFRL explicitly requires that the FDA promulgates regulations on standards for holders of PUPs. The SIIB finds that it was a violation of law for FDA to grant PUPs in the absence of regulations specifying qualification standards for PUPs.

3.3 MLME ROLE IN VALIDATION OF LAND DEEDS

A core issue that underpins the validity of the documents relied upon by FDA in the issuance of PUPs are the land deeds. During the course of the investigation, three questions arose related to FDA reliance on the MLME verification: (1) the scope of MLME’s mandate as it relates to verification of land deeds, (2) under what legal authority MLME is allowed to issue a “Certificate of Correction”, and (3) validity of MLME deed verification letter.

The scope of MLME’s mandate

The MLME is mandated by the Executive Law to create all regulations related to land, mines, and energy in Liberia. In 1962, the Natural Resources Law was amended to abolish the Bureau of Natural Resources and Survey and its functions were transferred to the MLME. Under the Land Registry Law, MLME is responsible for maintaining cadastral maps of all land in Liberia. The SIIB has found

no authority that requires the validation of deeds be completed through MLME. Section 2.3(c) of the CRL specifically requires that land be classified as community land after it has been authenticated and certified by MLME *or* the Land Commission.

FDA has stated the MLME is the statutory arm of government charged with validation of deeds. Under the Executive Law and the Property Law, the MLME is responsible for developing land regulations and the Department of Surveyors is housed within the Ministry. The Property Law also specifically requires that deed registration is the responsibility of the Probate Court and that deed records are maintained through the Land Registry, an entity under the control of the Probate Court. Center for National Documents and Records Agency (CNDRA) is the government agency mandated to maintain all records related to land registration. The Land Commission was established specifically to develop policies and procedures related to land rights and land tenure issues. During the MLME interview session, Assistant Minister George Miller stated that the Ministry's responsibility is to verify the location of the land area. A proper validation process of a deed should have included approvals from the MLME, Ministry of Foreign Affairs, CNDRA, and the Land Commission.

There are two categories of land verification completed by the MLME: the validations completed by Assistant Minister George Miller and those completed by Maxwell C.F. Gwee, Director of Cartography. As part of the five verifications completed by Miller, authentication was requested from CNDRA. CNDRA's report in three cases concluded that due to mutilation of the recorded pages, the information was unavailable, although a search of other records (deed index cards) indicated the existence of the deeds. In the case of the Dorzohn PUP, CNDRA issued a Certificate of Non-Discovery, stating the reported volumes and pages were non-existent. Assistant Minister Miller forwarded the CNDRA report to FDA recommending the PUP be issued despite the CNDRA report to the contrary.

Mr. George Miller's negligence in recommending the issuance of the PUP does not invalidate the importance of requesting authentication from CNDRA. At the very least, FDA now had all the facts to enable it to make informed decisions in granting or denying the application for the PUP as it relates to the validity of the land deeds.⁵ All other MLME verifications were completed under the signature of Maxwell C.F. Gwee and contained no attempt to authenticate any of the deeds. There were no consistent standards used by MLME to verify and authenticate the deeds sent by FDA. How the process was completed was depended upon who completed the verification.

The validation letters from MLME used by FDA in support of its approval for PUPs is lacking in substance. There is only one actual verification report – the Ernest C.B. Jones November 3, 2010 Memorandum. All other verification letters only broadly state that the area has been validated with no documents supporting that conclusion. In several cases, the Surveyor's report is attached, which only addresses the existence of the area specified on the deed. MLME's verification letter included as Exhibit "D" for the Geetroh Chiefdom Deed (PUP - Geetroh Community Forest Management Organization ((GECFMO)) states, "...Resident County Surveyor...conducted field exercises upon our instructions and has reported that the property mentioned within the deed do exist." The MLME did not seek to establish and does not address the authenticity of the deeds. The validation letter from MLME relied upon the report of the County Surveyor as confirmation that the deeds were authentic because the area exists. Interestingly, letters from the MLME also went as far as stating that the FDA could proceed to grant the PUP to communities. This goes beyond the scope of the verification

⁵ Surprisingly, FDA issued the Dorzohn PUP for 1,188 hectares contrary to the CNDRA Certificate of Non-Discovery and clear evidence that the deed was forged.

MLME was requested to conduct.

The SIIB reviewed letters from MLME for deeds associated with PUPs dated October 6, 2011. Mr. Maxwell C. F. Gwee signed a validation letter for 17 PUPs signed on October 6, 2011. During interview with officials of MLME including George Y. Miller, Assistant Minister for Lands, Survey and Cartography and Deputy Minister for Operation Sam Russ. Maxwell Gwee informed the SIIB that he did not sign any letters attached to the PUPs dated October 6, 2011 and his signature must have been forged. Assistant Minister Miller stated that he did not travel out of the country during the period Mr. Gwee had supposedly signed the validation letters associated with the October 6, 2011 PUPs.

Legal authority for a Certificate of Correction

The MLME County Surveyor David R. Blaye issued a “Certificate of Correction” for three deeded land and PUPs were issued to Sarah Miller/People of Zaye Town, Doe Clan, People of Deekpoh Section, Doe Clan and People of Dorzohn based on those certificates. The SIIB has found only one reference to the authority of a Surveyor to issue a certificate. Chapter 2 Section 11 of the Public Land Law states:

A public surveyor shall, on the order of the President, survey public lands about to be allotted to immigrants or others; and on order of the President, he shall survey lands about to be sold.

The surveyor of a lot or parcel of public lands shall ascertain its situation; the number of the lot or parcel of land surveyed, its boundaries, the corners or angles, and the number of acres, and shall include all such information in a certificate, which he shall give to the grantee or prospective grantee. (emphasis added).

Section 11 addresses the specific circumstance where a Surveyor is conducting survey on **new** land. The Public Land Law requires that prior to the correction of any deed to public lands, (1) an investigation is conducted by the President, (2) If any errors exists, the deed must be cancelled by a court, and (3) a corrected deed is issued by the President and registered. Due to the importance of this section, we quote Chapter 7 Section 110 in its entirety:

§ 110. Correction of deed to public lands.

Upon the application of any person holding a deed for public lands drawn or purchased from the Government which he believes to contain errors with respect to the number, situation, or boundaries of the land, the President shall make such investigation as he may deem advisable, and if he finds that an error does in fact exist, he shall, after the deed containing the errors has been cancelled by a court of equity, deliver to the applicant under his hand and official seal a corrected deed, which shall be registered by the Registrar of Deeds.

The Property Law also provides that corrections may be made to the registry records by the Probate Court “where, upon resurvey, the dimension or area shown in the register or Registry Map is found to be incorrect, but in such cases the Probate Judge shall first give notice to all persons appearing by the register to be interested or affected by the proposed rectification and any opportunity to be heard...” (Section 8.191(c)).

The MLME has limited authority to validate land deeds and had no authority to issue certifi-

cates of correction. However, in three instances, the Bureau for Lands and Surveys issued Certificates of Corrections without any explanation of the basis for issuing the certificates. There is no indication that these corrections were made known to the Land Commissioner, probated, or registered with CNDRA. Two of the three deeds where Certificates of Corrections were issued are operated by Sarah Miller and all three are in Grand Bassa County. The certificates of correction issued are:

1. In a memorandum to FDA from David Y. Blaye, County Surveyor dated December 8, 2010 regarding the PUP issued to the People of Zaye Town/Sarah Miller; a Certificate of Correction was issued increasing the size of the deeded land from 1,200 acres to 13,743.74 acres. Mr. Blaye's justification for this large increase in the land area is that there were concrete monuments and soap trees planted during the previous survey. Additionally, Mr. Blaye states his discussions with elders and Sarah Miller indicated that Mrs. Miller and her family inherited the land and had lived there for 100 years. This is contrary to the Deed and the letter of request submitted by Sarah Miller to FDA.
2. In a memorandum to FDA by David Y. Blaye, County Surveyor dated October 3, 2011 regarding the deeded land for the People of Deekpeh Section (PUP 24). Mr. Blaye states that "utilizing modern GPS instruments, we observed that the deed needs correction as there are *slight errors in its description*. The description of the land did not match the ground location in full" (emphasis added). Predicated upon this, Mr. Blaye issues a non-descript Certificate of Correction that changed the size of the deeded land area from 1,200 acres to 13,743.74 acres an increase of 12,543.74 acres.
3. In a Certificate of Correction issued July 14, 2011, by David Y. Blaye, County Surveyor regarding the deeded land for the People of Dorzohn and Chief Jay-nor he states that there were technical errors according to landmarks shown. He increased the area on the deed from 300 acres to 1,400 acres.

The action taken by David Y. Blaye to increase deeded land without any authority and without any consultation with his superiors at MLME constitutes abuse of power. In several cases, the metes and bounds in the underlying deeds were reduced both by FDA and MLME although no Certificate of Correction was issued. The PUP issued to the People of Marblee Clan, which has an attached deed showing a grant of 336,000 was reduced to 88,000 because the "deed description did not correspond to the ground location" and "the number of acres in the deed does not exist." There is no possible explanation given for why the land area granted in the deed and the area surveyed by the County Surveyor are so drastically different.

Conclusion

The MLME validation reports were lacking in substance and insufficient to form the basis for granting PUPs. It was a gross violation of the law for MLME to issue any Certificate of Corrections and all PUPs granted in reliance of one are per se illegal.

3.4 FDA FIELD VERIFICATION MEMORANDUM

Included with the PUP is the FDA Field Verification Memorandum ("Verification Memo") where members of FDA's Technical Department conducted field visits for "ground truthing." The Verification Memo is included with every PUP granted by FDA. The Verification Memo contains four sections: (1) Background – stating the source of the request, (2) Field Patrol - a brief state-

ment of the methodology, (3) Findings, and (4) Recommendation. John Kantor, FDA Technical Director, advised the SIIB that once the verification was done and the memorandum completed, it was submitted to the Managing Director for further action.

Finding

While the structure of the Verification Memorandum is consistent through all PUPs, there are multiple inconsistencies regarding the contents of the Verification Memorandum and the information contained in the PUP. General inconsistencies observed by the SIIB are: (1) stated date of the FDA verification precedes the PUP application, (2) stated date of the Verification Memorandum precedes the field visits, (3) failure of the Technical Department in many cases to make recommendations consistent with the findings of the field visit, (4) failure of the Managing Director to follow the recommendations of the Technical Department, (5) arbitrary changes to the metes and bounds with no legal process observed for such changes, and (6) potential fraud with the Verification Memorandum dated October 16, 2009.

PUP Inconsistent with Recommendations of Verification Memorandum

In many instances, FDA findings from its field visits that the proposed PUP overlapped with one or more FMCs and proposed protected areas. Yet, the FDA Technical Department recommended that the PUP be issued and made no effort to address the overlaps. During the interview with the SIIB, the Technical Department had no explanation for why they failed to address the overlap.

In a few cases, the FDA Technical Department made recommendations to the Managing Director consistent with its findings that an overlap existed in the proposed PUP area. Yet, the PUP was granted without reference to the recommendations of the Technical Department. When asked during the interview, Cllr. Sagbeh's response was that FDA could not make decisions regarding private land. It is perplexing to the SIIB that while this was the position taken on this issue; FDA in contrast gave land in excess of the deeded area to communities that it was not within its power to give.

Changes to land area absent legal process

Like the MLME questionable certificate of correction, FDA also engaged in arbitrary changes to deeded land areas. There were 14 PUPs issued where the licensed area is larger than the deeded area. The most egregious cases where FDA made changes to the land deed and grant of a PUP for a land area larger than the underlying land deed are:

- Like many PUPs The Tartweh-Drapoh PUP was granted based on an illegible land deed. The PUP license states 112,537 acres is deeded to Tartweh-Drapoh. However, a legible copy of the deed received from Global Witness shows the deeded land is "100,000 acres and no more." There is no indication in the PUP regarding how FDA got the additional 12,537 acres. The Verification Report dated August 10, 2009 (recommends that a PUP is issued for 112,537 acres (45,543 hectares). A letter from the MLME dated April 16, 2010 (responding to FDA's March 26, 2010 request for validation) indicates the land was re-surveyed by MLME and the 100,000 acres was acceptable. Again, FDA's increase

of the size of the Tartweh-Drapoh PUP by 12,537 acres was done without any justification or foundation for such an increase, and without support from MLME - although FDA claims they took direction from MLME regarding land deeds.

- Zulo, Lorla, and Doblí Clans letter of request for PUP were jointly processed by MLME and FDA. Zulo and Lorla PUPs have illegible deeds attached to them. However, it appears the total area granted for Zulo is 6,170 acres and the total area granted for Lorla Clan is 3,583. The PUPs were issued for 23,306 hectares (57,589 acres) and 3,363 hectares (33,695 acres) respectively. There is no deed included with the Doblí Clan PUP, however, the attached Probate record is exactly the same as that of Zulo Clan. The total area granted for Doblí Clan PUP is 8,078 (19,961 acres). It is clear that the three PUPs were granted based on the two deeds from Zulo and Lorla Clans with a deeded land area totalling 9,753 acres. The total land area granted for the three PUPs is 111,245 acres an increase of over 100,000 acres.

The 14 PUP licenses with areas larger than their respective deeded areas are given in the table below.

Table 2: PUP Licenses with Arbitrary Increase to Deeded Area

	Name	Location	Operator	Contract Area (hectares)	Deeded Area (hectares)	Difference (hectares)	Factor
1	People of Jo-River District	Rivercess	Forest Ventures	30,765	1,214	29,551	25.3
2	People of Sallouyou Section	Grand Bassa	Global Logging	5,438	405	5,033	13.4
3	People of Zaye Town, Doe Clan	Grand Bassa	Global Logging	5,564	486	5,078	11.4
4	People of Lower & Upper Jloh District	Grand Kru	Atlantic Resources	65,073	12,212	52,861	5.3
5	People of Deekpeh Section	Grand Bassa	Global Logging	4,503	1,033	3,470	4.4
6	People of Cavalla District	Grand Gedeh	Cavalla Forestry Co.	38,956	17,639	21,317	2.2
7	People Dugbeh River District	Sinoe	Atlantic Resources	52,858	29,396	23,462	1.8
8	People of Dor-zohn District #3A	Grand Bassa	Grand Bassa Logging Company	1,188	728	460	1.6
9	People of Zodua Section	Grand Cape Mount	Redwood	11,324	8,094	3,230	1.4
10	People of District # 3	Grand Bassa	Nature Orient timber Corporation	66,977	56,657	10,320	1.2
11	People of Jeadea District	Sinoe	Atlantic Resources	34,600	28,892	5,708	1.2
12	People of Bolloh, Dorbor and Fenetoe	Grand Kru	Atlantic Resources	15,604	15,598	6	1.0
13	People of Thienpo District	Grand Kru	Atlantic Resources	11,193	11,188	5	1.0
14	People of Webbo & Nyenebo	Grand Gedeh	Atlantic Resources	23,459	23,455	4	1.0
	Total			367,502	206,997	160,505	

Verification Memorandum with dates preceding the field visit

There are two Verification Reports completed by FDA where the date of the memorandum from the FDA Technical Department precedes the dates the purported field visits occurred (April 5, 2010⁶ memorandum and October 16, 2009 memorandum). These two verification memorandums were applied to eight (8) and fourteen (14) PUPs respectively. During the FDA interview, the members of the FDA Technical Department informed the SIIB that this was just an error. Towon Nyenty Acting GIS Manager stated that Augustine Johnson (former GIS Coordinator at FDA) had completed several field visits and reports prior to his resignation from FDA and those reports were used. Nyenty was unable to identify the specific reports that had been completed previously or why Mr. Johnson completed verification reports prior to any requests for PUPs. The variance in the content of these verification memorandums and later ones completed by Nyenty in concert with Technical Manager John Kantor raise concern about the effectiveness of the FDA in work in the community interest.

FDA's Technical Department Verification Memorandum dated October 16, 2009 detailing a verification completed in response to a request for fourteen PUPs by Atlantic Resources dated September 5, 2011,⁷ and request for two (2) PUPs by EJ&J Investment (Deegba and Jo-River). In some cases, (e.g., People of Boe Clan PUP), there were requests for a PUP directly from the community, but that was not used by FDA as a basis for conducting the verification, although the community request preceded the request by Atlantic Resources and EJ&J Resources. According to the Verification Memorandum, the field visits occurred between "2010-2011." There is limited specificity regarding the 14 Districts, however, FDA notes that Bopolu (not mentioned in the Atlantic Resources request), Kongba, Gola Konneh, Gbarma, Belle Yella, Voinjama, and Zorzor fall within FMC "D". The report makes no recommendations for addressing this overlap; instead the recommendation is that PUPs are issued for all 14 Districts.

The verification completed based on EJ&J request was purported done between June 1 -12, 2009. The description in this verification is scarce as well, simply statements there are no overlaps or encumbrances and recommending that the PUP is issued.

There are many indications that the verification report of October 16, 2009 was falsified. During the SIIB field visits Regional Forester Philip Joekolo informed the SIIB that field visits were not completed for PUPs in his area and FDA had only come in 2009 to conduct awareness training for community forestry. The trend with the October 16 memorandum is that they are generally linked to PUPs were Atlantic Resources and its affiliates are operators and the completion of the field verification by FDA is questionable. The memorandum also indicates that it was during the field visits that FDA introduced Atlantic Resources to the communities.

Conclusion:

Field visits were not completed as per the verification memorandum, were falsified, and did not reflect or address issues of overlaps noted in the findings. As a result of the failure of the FDA to address potential overlaps with proposed protected areas prior to issuing PUPs, the Government has granted various forestry licenses that overlap in violation of the NFRL.

6 The Verification Memorandum based on Atlantic Resources March 17, 2011 request which included eight southeastern districts: B'hai, Boda, Gbao, Jeadepo, Kulu Shaw-Boe, Sam Gbalor, Tarsue, and Tchien.

7 Atlantic Resource's request signed by August Abriam requested a PUP for the following fourteen (14) communities: Bella Yella, Gola Konneh, Kulu Shaw, Jaedea, Dubgeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gbeo-Ploe, and Gbarma Districts. The letter states the listed communities met and discussed the possibility of granting Atlantic Resources, Forest Venture, and South Eastern Timber the right to "sustainably manage and exploit forest resources on their deeded land." forests, although no proof of this assestion was provided to the FDA.

4. NFRL AND CRL VIOLATIONS

4.1 Land Held Collectively Ineligible for PUP

A major goal of the forestry reform process that was initiated in 2004 was ensuring greater economic and social benefits to communities for forest activities on their land.⁸

As John Woods explained:

“The 2009 CRL came into effect two years after we put in place the Forestry Reform Law. The purpose of the 2009 CRL was to set out mechanisms, procedures, maximum benefits for communities who own land with forest resources on it. It took us two years. We designed a law with maximum benefits for the communities.”

Land ownership for PUPs has been exhibited under three types of deeds: Aborigines Grant Deeds, Public Land Deeds, and Public Land Sale Deeds. Under the CRL, forest communities that have collectively held deeds are required to conduct commercial logging activities within the licensing structure of the CRL.

Section 2.3 of the CRL requires:

- a. *Forest land holders with Aborigines Grant Deeds, Public Land Deeds, Public Land Sale Deeds, Tribal Land Deed Certificate and Warranty Deeds shall be classified as Community Forest Land.*
- b. *All deeds mentioned in section 2:3b that have already been authenticated and certified by the Ministry of Lands, Mines and Energy or the Land Commission shall be classified as Community forest Land.*

The passage of the CRL was historic in that it extended formal legal recognition of ownership to customarily-owned land. The CRL unambiguously provides that forest resources on these collectively held lands are regulated by the CRL. The scope of the SIIB’s mandate did not include an assessment of the Constitutionality of the CRL. For purposes of this investigation, the issue was whether FDA complied with the legal framework currently in place for the forestry sector, including the NFRL, CRL, and the Ten Core Regulations. A determination of the validity of the PUP entered into by FDA is first predicated on whether the grant of a PUP was supported by a deeded instrument evidencing private land ownership.

There has been much debate over the intent, purpose, and legality of the CRL primarily by the Liberian Timber Association and the FDA. Cllr. Sagbeh asserted during the FDA Interview that private ownership rights are guaranteed by the Constitution and the CRL is not supreme to the Constitution. However, not only did FDA grant PUPs based on collectively deeded land, two PUPs were granted based on Tribal Certificates which does not grant private ownership rights. Contrary to Sagbeh’s assertions, the record shows that FDA did not use private ownership as a criterion for issuing PUPs.

The CRL is part of the current legal framework governing the forestry sector and unless it is revised through the legislative process, it must be given effect as law. The FDA does not have the authority to simply pick and choose among legal mandates as imposed by the legislature. Therefore, the FDA should not have granted any PUPs where the deed grants collective owner-

8 *Executive Order No. 1 (2006).*

ship rights which is regulated under the CRL. The SIIB finds additional support for this proposition in a Memo to the FDA from the Ministry of Lands, Mines and Energy (MLME) and from the Land Commission.

MLME November 3, 2010 Memorandum

In response to requests from FDA, MLME sent letters purporting to validate the underlying land deeds for PUPs. MLME issued a detailed Memorandum to the FDA dated November 03, 2010 from Ernest C.B. Jones, Jr., then Deputy Minister for Operations at MLME. The Memorandum was written in response to a request to review the Aboriginees Grant Deed to Chief Boima Ziamah for Bopolu Chiefdom. Citing the Hinterland Laws and Administrative Regulations (under the authority of which such deeds were granted), Paragraph 3 of the MLME Memorandum states,

*The granting of this Deed **does not and should not be construed to convey fee simple title to Boima Ziamah and his heirs and assigns; neither does it grant fee simple title to all the people of Bopolu Chiefdom "in common".** However, as permitted by existing legislations, it conveys communal land title to all the people of Bopolu Chiefdom.* (emphasis added)

The MLME Memorandum was written for the Koninga Chiefdom PUP but was also used for Bondi Mandingo Chiefdom PUP. The FDA was on notice as early as November 2010 that it was the position of the MLME that an Aborigine Grant Deed did not give fee simple ownership to the deed holder. Yet, FDA continued to submit these deeds for verification and either officers in the Department of Land Survey and Cartography of MLME provided the verification with only a two sentence claim that the land had been verified, with no accompanying report.

The SIIB conducted an interview with officials from MLME, including Assistant Minister for Land, Survey and Cartography, George Y. Miller and Maxwell Gwee, Director of Cartography. Mr. Gwee stated he was not Acting Assistant Minister at any time during 2011 and therefore denies signing any validation letters in 2011. All of the 17 PUPs granted October 6, 2011 include a MLME validation letter provided under the signature of Maxwell Gwee as Acting Assistant Minister. Examination of the letters, however, revealed no distinction between the signatures on all the letters signed by Maxwell Gwee in 2010 and the letters signed by "Maxwell Gwee" in 2011.

Land Commission Report

The SIIB sought technical assistance from the Land Commission in determining the authenticity of the deeds. The SIIB requested that the Land Commission conduct a thorough vetting exercise to validate the authenticity of the deeds, which formed the basis for the granting of PUP licenses. At the time of its request to the Land Commission, the SIIB had received fifty-nine (59) PUPs. The Land Commission conducted a preliminary assessment of the deeds and submitted its observations and findings as per individual deeds as well as recommendations regarding all PUPs issued based on the 59 deeds. The Land Commission's assessment included an examination of the deed Registry and an examination of the Certified Copy Registers at the Ministry of Foreign Affairs and CNDRA. The Land Commission has been clear and the SIIB agrees that additional time is necessary to conduct further investigation to definitively establish the authenticity of all the deeds.

Nonetheless, initial, general findings of the Commission are:

- » All examined deeds are certified copies
- » Of those examined:
 - One is mutilated
 - Four were accompanied by original deeds, all of which have no evidence of ever having being probated
 - Five are incomplete or unsigned
 - Thirteen others have no evidence of being probated
- » Two of the land rights documents used as the basis for awarding PUPs were Tribal Certificates
- » 38 of the deeds are Aborigine Land Grants or Aborigine Land Deeds; four of which have no documentation at MFA or CNDRA.
- » 16 of the deeds are Public Land Sales Deeds. There are irregularities observed in all of them
- » One deed is an incomplete Government Grant Deed
- » All except 4 of the 59 are deeded in the name of “the people of ...” which in the opinion of the Commission makes the property in question community land and as such, for logging purposes, should be regulated under the CRL.

Based upon their findings the Land Commission recommended that “all PUPs awarded on the basis of land deeded to “the people of ...” be cancelled and appropriate licenses be issued for community logging and forestry activities under the provisions of the CRL.” The Land Commission’s findings are included as Annex 3 to this Report.

Conclusion

The CRL explicitly applies to collectively held lands and thus 59 PUPs issued under collectively held deeds are per se illegal. FDA is under an obligation to follow the letter (and spirit) of the law as the government agency charged with its implementation. The failure of FDA to comply with the CRL has resulted in a staggeringly vast grant of Liberia’s forest to private entities to, per the PUP license, convert them from forest to other uses.

The MLME failed in its duties to conduct a proper verification of the deeds and contradicted its early decision that Aborigine Grant Deeds did not evidence private ownership.

FDA’s arbitrary increase in the land area contained in several deeds is illegal and is a criminal conveyance. FDA had no authority to substitute its judgment for that of the legal instrument granting ownership rights. The increase in size of deeded land areas to suit the needs of PUP operators was a violation of the Property Law.

4.2 Violations of Existing Licensing Requirements

The only existing standards for the PUP licensing process come from the NFRL and from the few provisions of the 10 Core regulations that are not limited to FMCs and TSCs. FDA has no set standards or administrative procedures in place for approving PUP requests. Nonetheless, according to members of the FDA management team, they complied with all requirements of Section 5.6(d) of the NFRL which states:

d. The Authority shall attest to a Private Use Permit only if all of the following conditions are satisfied:

(i) The applicant is the Land Owner or the applicant has written permission from the Land Owner to undertake the Commercial Use.

(ii) The Commercial Use is consistent with the classification of the land in the Strategy adopted under Section 4.4 of this Law, and the Authority has validated the classification locally under Section 4.5 of this Law.

(iii) The applicant is not disqualified from obtaining a Forest Resources License under Section 5.2 of this Law.

(iv) The applicant presents the Authority with a business plan and demonstrates to the Authority's satisfaction that the applicant has the technical and financial capacity to manage the forest sustainably.

(v) The applicant has prepared a five-year land management plan satisfactory to the Authority and has complied with all legal requirements for environmental impact assessment.

(vi) The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.

To ensure a rigorous licensing process, FDA should have developed standards for the application process including, requirements for demonstrating private ownership, written permission from the land owner, and determining term of years for the license. Without any formal standards, the only source to identify the process used in the PUP licensing process was the oral report of Cllr. Sagbeh. During the FDA Interview, Cllr. Sagbeh elaborated on the process FDA used to implement the requirement of 5.6(d):

- FDA is first contacted (in writing) by the “forest owner” requesting a PUP
- FDA responds that the title deed should be submitted to FDA
- Upon receipt of the deed, it is submitted to the Ministry of Lands, Mines and Energy (MLME) for information that “the one making the request is actually [the] owner of the land or a group of people hold title to the land.”
- If a “positive response” is received from MLME, FDA does a field authentication where they go into the field to find the metes and bounds of the land area.
- The PUP contract is then produced between the FDA and the landowner. Because the contract is a legal instrument, FDA “usually contacts a lawyer to sort out the details.” The PUP contract is then issued.

FDA senior management has maintained that they adhered to the law, listing the above requirements. However, as evidenced by the inconsistencies within the PUP licenses and the ad hoc nature in which they were granted, more requirements were needed and were envisioned by the NFRL. The SIIB does

not believe that the requirements listed in Section 5.6(d) was meant to be exhaustive nor constitute the totality of the legal framework governing PUPs, particularly since many essential components were not included. The limitation for contract term stated in 5.2(e) is general and more specificity was required. In an attempt to give effect to the law, Mr. Sagbeh informed the SIIB that he developed a formula for computing term of years for PUP. The formula is arbitrary at best and attempts by the SIIB to apply the formula to specific PUPs yielded inconsistent results.

FDA did not provide any documentation that the requirements of NFRL Section 5.6 were complied with. During the FDA Interview, Mr. Kamara and Mr. Sagbeh attempted to articulate the application process for obtaining a PUP as described above. However, the SIIB has found many irregularities and inconsistencies in FDA's procedure for issuing PUPs. During the FDA Interview, the SIIB specifically requested information regarding the denial of any PUP applications. While FDA advised that there had been denials based on MLME's failure to verify the landowner's deed, FDA was unable to provide specifics on these denials or submit to the SIIB the proof of denials that Mr. Sagbeh stated existed. Generally, FDA's procedure for the application process was unpredictable and extremely flawed.

FDA's Review of Required Documentation

There are letters of application in some PUP licenses; however, the SIIB has found that the majority of these lack sufficient information to qualify as an application for PUPs. In several cases, the letters from the communities actually state the request for a PUP is made "in consonance with the Community Rights Laws" (Zulo, Dobli and Lorla clans). And yet, FDA continued the process for the PUP without providing clarity to the applicants or processing the application under the appropriate license. Letters of Application are absent from 40 PUP contracts, thus it is unclear to the SIIB how the process began for those PUPs. Relatedly, while FDA contends they acted upon letters received from the landowner, 22 PUP contracts contained requests that came from the operators. When Mr. Wogbeh was asked how FDA ensured consent was obtained from the landowner, he replied that in cases where there were questions, the verification was done through the FDA County Officer over two-way radio, but no written verification was completed.

FDA provided no evidence that other requirements of NFRL Section 5.6 were met, including submission of a business plan, that FDA approved a five-year management plan of the PUP holder, that an Environmental Impact Assessment Permit (EIA) permit was obtained from the Environmental Protection Agency (EPA), or that a Social Agreement was entered into prior to the issuance of a PUP. FDA has stated that companies that have previously been pre-certified do not need to go through a pre-certification process for PUPs. It is unclear if FDA has completed any pre-certification since 2009 or if it has reviewed updated financial or other records of companies previously pre-certified. The case of E J and J represents an example of a company that does not have the technical and financial capacity to conduct logging and transfers all of the PUP licenses it obtains to other companies to operate.

The SIIB received 2 Business plans from Forest Ventures and Tropical Timber Incorporated (TTI) associated with Jo River PUP and Doedian PUP respectively. The SIIB is unable to conclude that these plans were submitted to or reviewed by FDA. The business plans received by the SIIB contained insufficient information to make any valid determination of the sustainability of the operations. While the SIIB received the 2 business plans, the plans were not site specific. The Akewa Group, which operates a PUP in Gibi District stated in a letter dated March 14 2012, and signed by its CEO –that it would provide FDA with a business plan in "due course".

The SIIB received a submission from the Environmental Protection Agency of eleven (11) EIA Permits it has issued. All of the EIA Permits were issued after the PUP license was granted and only Lofa Development Corporation/Mary Kpoto PUP was issued prior to 2012 (although substantial logging activities had already commenced under the 11 licenses). Although SGS records indicates there are 28 registered PUPs, none of the regulatory agencies (EPA and FDA) or SGS have ensured enforcement the environmental requirements of the NFRL or the environmental laws of Liberia (environmental impact assessment must be completed prior to the issuance of the PUP). On January 9, 2012, EPA did fined Universal Forestry Corporation \$2,000 for operating a PUP without a valid EIA Permit and on February 17, 2012 Atlantic Resources was fined \$10,000 for operating without an environmental permit.

The Environmental Protection Agency (EPA) has advised the SIIB that it sent a written communication to Mr. Wogbeh requesting a meeting to discuss FDA's grant of PUPs and coordination during the Process. EPA did not provide a copy of this request to the SIIB, however, in a letter to FDA dated May 22, 2012, EPA references the original communication requesting a meeting regarding overlaps of mineral exploration with proposed protected areas, existing protected areas, and concessions (TSCs, PUPs, and FMCs). Mr. Wogbeh and Mr. Sagbeh have stated FDA has never received a request from EPA to discuss the issuance of PUPs and it is unclear whether the two agencies did meet.

FDA also failed to ensure the Annual Harvesting Certificate was obtained in compliance with the NFRL or that certificates was renewed as required each year. FDA has granted Harvesting Certificates that do not have dates on them, that incorrectly state all requirements have been met (including environmental requirements), and that fail to specify the certificate is granted "annually." The SIIB was only provided Harvesting Certificates for a few PUPs, many of which did not indicate that the certificate was to be granted annually. FDA has issued harvesting certificates to both Tropical Logging and to Akewa Group for People of Gibi (PUP 6).

Mr. Kantor and Mr. Sagbeh have explained the discrepancy between the legal requirements, FDA's PUP application process, and the information contained in the PUP contracts by dismissing some requirements of the law. In particular, Mr. Sagbeh contradicted himself during the FDA Interviews by insisting on the one hand that FDA followed the requirements and at the same time insisting it is impossible to follow the requirements, as they are not realistic in light of the way commercial forestry is conducted. For example, Mr. Sagbeh has stated that it is not possible to complete a business plan until the PUP permit has been granted. This assertion has no basis in fact and the SIIB finds that FDA had no authority to simply disregard a legal requirement because they did not agree with it. FDA senior management has shown that they view much of the forestry reform legal framework in this way; the laws are inoperable and thus they did not adhere it to. The application process followed by FDA for issuance of PUPs are clearly in violation of the law and the process was completed in a manner that showed FDA's management disdain for the NFRL and the CRL and their lack of understanding of the legal requirements.

Conclusion

FDA did not ensure the requirements of Section 5.6 of the NFRL were met. Specifically, FDA did not ensure operators had the technical and financial capacity to conduct logging activities under a forestry license, that operators developed business plans.

The environmental permitting requirement is not fulfilled in compliance with the law. EPA and FDA did not properly coordinate to ensure regulatory requirements were met. In collaboration with stakeholders, procedures are needed that will ensure environmental permits are obtained prior to granting the PUP.

Case of Tartweh-Drapoh PUP

In terms of general adherence to the requirements of law, the Tartweh-Drapoh PUP clearly shows how the change in management at the FDA impacted the grant of PUPs. Currently, Tartweh-Drapoh is embroiled in internal conflict regarding the operation of their PUP by Universal Forestry Corporation (the original operator) and Atlantic Resources (the purported new owner). The Tartweh-Drapoh PUP was granted August 19, 2010 with the community represented by T. Konwroh Weseh and Brown N. Weseh as Co-chairs of the TDRMDC. The Deed submitted for consideration was granted to "Tartweh and Drapoh, their heirs, executors, administrators, and assigns." While there is no application from the land owner attached to the PUP license, records received from Universal Forestry Corporation shows that a request was made several times. A timeline of events regarding the Tartweh-Drapoh PUP is as follows:

- July 2, 2008 – John Woods responds to requests from William J.W. Draper (letters sent to FDA on July 23, 2007 and June 27, 2008), then Chair of the TDRMDC requesting a PUP. In his response, John Woods states "we are pleased to inform you that your interest and entitlement falls directly under the Community Rights Law, which is not yet finalized..." Woods notes that the submitted deed "consist of little different penmanship", overlaps with Sapo National Park, proposed University of Liberia Forest, and the Putu Dropo & Tartweh property. Woods requests the original deed for verification and does not grant the request for a PUP.
- August 9, 2009 - Augustine Johnson Verification Memorandum to Acting Managing Director Kerdrick Johnson noted the above overlaps and discrepancies, but recommended that a PUP be issued on 49,543 hectares of land.
- February 9, 2010 – Draper again applies for a PUP, this time including copies of an agreement signed by Tartweh-Drapoh with Universal Forestry Corporation.
- March 3, 2010 - John Woods informs Draper that the Community Rights Law is now in effect and under Sections 5.6(a) and 5.6(d)(ii), the requested property does not qualify for a PUP, listing the overlaps observed in the first letter.
- March 6, 2010 – Moses Wogbeh forwards the Tartweh-Darpoh Deed to MLME for validation to "facilitate the grating of a Private Use Permit."
- April 1, 2010 - Moses T. Tehswen, Director of the Bureau of Land Information and Training at the MLME wrote to the Director of the Bureau of Achrives at the Ministry of Foreign Affairs requesting validation of the deed.
- April 16, 2010 - Maxwell Gwee sent a letter to Moses Wogbeh stating the metes and bounds in the deed are acceptable and the deed is "genuine and valid." There is no reference to the April 1, 2010 Tehswen request to MFA.
- August 19, 2010 – In spite of earlier denials by John Woods, the PUP was granted under the signature of Moses Wogbeh.

It is clear that the Tartweh-Drapoh PUP should never have been issued and under the leadership of Moses Wogbeh, PUPs were arbitrarily granted and did not follow any legal process.

4.3 Relationship of PUP with Underlying Deed

Two significant requirements of Section 5.6(d) are (1) that the PUP is granted on private land and (2) the applicant is the landowner or has written permission from the landowner. Implicit in the first requirement is that the area granted for a PUP can be no larger than the area contained in the underlying deed. There were eleven (11) PUPs granted on land area larger than the area contained in the deed. FDA's increase of the land area in these PUPs was arbitrary. Several of the increases were based on a "Certificate of Correction" from MLME Grand Bassa County Surveyor David Blaye (discussed above) while others were done by FDA acting alone with no justification for the increase. These PUPs were granted in excess of 400,000 hectares.

4.4 Failure to Obtain Permission from the Landowner/False Representation

The NFRL requires that the applicant is the landowner or has permission from the landowner. With the exception of the two PUPs issued by John Woods, there is insufficient evidence that permission from the landowner was obtained, even where the letter requesting a PUP was from the "landowner." In many cases, the letter of request for a PUP had one signatory with no supporting documentation that other members of the District/Chiefdom was consulted. In cases where the operator applied on behalf of the communities, there was no written proof that the communities were consulted.

FDA lacked sufficient evidence to conclude the applicant was the landowner or had written permission from the landowner. There were 59 PUPs issued under collectively deeded land and several did not have letters requesting a PUP and those letters generally had only one or two signatures with no proof that other members of the communities approved the request for a PUP. Three PUPs (Lorla Clan, Zulo Clan, and Doblí Clan) were issued under an illegible deed granted to Fuama Chiefdom based on a request from Paramount Chief Joseph Tartee. The PUPs are signed by each Clan Chief, but there is no evidence that there was prior informed consent of the community members. Additionally, where the applicant was not the landowner, there was little proof that written permission from the landowner was obtained. FDA issued several PUPs based on questionable application from individuals claiming ownership of the land (The People of Zaye Town/Sarah Miller PUP); all requests from Atlantic Resources had no documentation showing permission was obtained from the landowner; and from third parties with no tangible connection to the landowner- only acting as a third party intermediary between the community and the operator (PUP - People of Jo River/ Eliza Kronyanh/EJ & J).

Atlantic Resources Inc. and Forest Venture made several bulk requests for PUPs in three separate letters. On March 17, 2011, both Atlantic Resources and Forest Venture separately requested PUPs for the same eight (8) districts. Atlantic Resources made a second bulk request on September 5, 2011 for fourteen (14) PUPs (discussed above). The letters from Atlantic Resources and Forest Venture are signed by Augustus Abram, Planning Manager for both companies. The large requests from Atlantic Resources and Forest Venture should have raised concern with FDA and an investigation should have been conducted to ensure permission was obtained from the land owners.

Although in some cases there were separate requests from the communities, FDA acted upon the Atlantic Resources and Forest Venture request, and yet there is no documentation that permission was obtained from the districts (only statements within the letters that the communities wanted to give their forests to the companies).

FDA has consistently granted PUPs to individuals with no ownership interest in the particular land. FDA granted a PUP to People of Zaye Town/Sarah Miller knowing she had no ownership claim to the land. The PUP granted to Zaye Town, Grand Bassa County has a deed granted to the Autridge children. On December 18, 2009 Sarah Miller wrote to FDA stating she desired to harvest logs “from her private deeded land” with the objective of using such logs for the rehabilitation of damaged bridges. On January 22, 2010 in a second letter addressed to John Woods, Sarah Miller explains that her name is not on the deed because the deed belongs to her children who are in the United States. Sarah Miller never makes any representation regarding the People of Zaye Town. However, with no justification, FDA grants the PUP to the People of Zaye Town (December 17, 2010), with Sarah Miller as the representative for the people. In an attempt to solidify her status, Sarah Miller obtained a Power of Attorney from five individual members of Zaye Town (in their individual capacity) and uses this Power of Attorney to represent Zaye Town in all matters related to the PUP, including dealings with Global Logging Company.

Similar to the Sarah Miller PUPs, Eliza Kronyahn also purported to be the representative of the land owners, and obtained a “limited” Power of Attorney as proof of consent for the PUP. The Power of Attorney is signed by individuals in Monrovia and there is no indication that an agreement was reached in the affected communities. No other document is included in the PUP showing permission from the land owner was received. As per the individual assessments, there are many PUPs that have been granted under questionable claims of land ownership and one under a known forged deed (Dorzohn PUP).

During a meeting held in Rivercess with community members in Jo River, the SIIB was informed that the community did not give Eliza Kronyahn any Power of Attorney to engage with the FDA on their behalf. They indicated that they had a contract with EJ and J Corporation to exploit their forest. They also indicated that they were unaware of the agreed terms between E J and J for the transfer of their community forest to Forest Ventures.

Conclusion

FDA failed to verify that permission was obtained from the landowner as required by Section 5.6(d) of the NFRL. Where the applicant was not the landowner, FDA did not require formal written consent from the landowner. FDA acceptance of all PUP requests submitted and failure to subject those applications to a rigorous vetting process was also a violation of its statutory mandate as a regulatory agency. FDA’s acceptance of documentation and assertions that were suspect at best, showed willful disregard for the law, rights of landowners, and due process.

4.5 Term of Years for PUP

FDA did not have a mechanism in place for determining the term of years for a PUP. Cllr. Sagbeh has stated that he created a formula used by FDA in computing the term for the PUP. When the SIIB attempted to apply this formula, it did not correspond with the terms in several PUPs. FDA has issued PUPs where the term of years is given and justified that the area “is like” either an

FMC or a TSC. FDA issued twenty-three (23) PUPs for 25 years “the area being as an FMC” and 2 PUPs for 11 and 12 years, “the area being as a TSC.” Astoundingly, FDA granted the Doedian District PUP which is currently active for a term of thirty (30) years with no justification. No other forestry license has a term equal to 30 years.

With the stated contract goal in every PUP to convert the land to alternate uses, FDA was obligated to ensure that the PUP license terms would not interfere with other rights, overlap with proposed protected areas, or encumbered land. Allowing a PUP to operate for 25 – 30 years with no required rotational period and no management strategy in place is irresponsible. Allowing PUPs to operate in proposed protected areas and for prolonged periods is illegal.

Benefits to Communities

Section 5.6(d) of the NFRL requires that “***the applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that define benefits and access rights for local forest-dependent communities.***” The SIIB’s investigation has shown that operators and certain individuals have used this provision of the law in a manner that minimizes the benefits to landowners with collectively held deeds. This provision of the law is clearly intended to benefit and ensure access rights are maintained for communities with no ownership interest in deeded land. The provision would make little sense if it was intended to regulate contract negotiations between a private landowner and a private company seeking to conduct commercial forestry activities on deeded land.

The only agreement between landowners of collectively held land and operators are the social agreements. The only agreement that exists for collectively held deeded land is the social agreement, there is no underlying contract between the communities (the landowner) and the PUP operator. With the exception of Sarah Miller and Eliza Kronyah (who have individual agreements with the operators and receive larger financial benefits than the landowners), communities receive between \$1.50 - \$3.00 per cubic meter of log and dubious promises to build a school or a clinic.

The FDA signed these PUPs contracts noting the implication for conversion of forest to large-scale agriculture enterprise and the poor benefits that would accrue to the communities. Additionally, in many PUPs individual community members benefited from the social agreements.

5. NON-COMPLIANCE WITH NATIONAL FOREST MANAGEMENT STRATEGY

Following the passage of the NFRL, the FDA conducted the Forest Management Suitability Study, which informed the NFRL. The National Forest Management Strategy (NFMS) outlines FDA's strategic goals and plans for implementation of the NFRL. As of 2004, Liberia had 4.39 hectares of forest remaining. The objective of the NFMS is to:

To allocate and manage Liberia's remaining 4.39 million hectares of forest as either forest management contract areas, and timber sales contract areas, community management areas, or protected areas to capture, develop and preserve the wide range of forest resource benefits.

Under the NFMS, 2.5 million hectares of forest was found suitable for commercial use. The NFMS envisioned thirteen (13) new protected forests to be maintained for conservation in compliance with Liberia's obligation under the United Nations Convention on Biological Diversity (CBD), bringing the total of protected areas to 1,141,813 hectares. The objective of the NFMS makes no mention of PUPs as a major driver of commercial forestry. The Forest Management Strategy focuses on the concession system and community forestry, mentioning private use contracts only once, stating the FDA Commercial Department will "work to allocate up to approximately 2.0 million hectares of forest into Timber Sales Contracts, Forest Management Contracts, and Private Use Contracts."⁹ Compliance with the requirements of 5.6(d)(ii) was rare. Mr. Sagbeh repeated informed the SIIB that the "sole reason for the PUP was for commercial purposes, to benefit the people." The SIIB is troubled by this assertion for two reasons, (1) the PUP was intended to be a residual grant for private landowners intending to convert the land to other uses; and (2) the SIIB has found no support for Cllr. Sagbeh's statement that PUP was intended to benefit the people. It is the CRL that benefits the "people" and as PUP was for private parties, the only benefit to the people intended by the NFRL in this situation is for forest dependent communities. Even assuming PUP was intended to benefit the people, the SIIB has found that only certain individuals have benefitted, with the communities receiving the least benefits under the PUP license.

FDA has allowed PUPs to be issued to areas designated as Proposed Protected Areas. For example:

1. FDA granted PUPs to Bolloh, Brapoh and Fenetoe, and Upper and Lower Jloh Districts despite these areas falling directly in the Grand Kru Proposed Protected Area. The FDA management acted contrary to recommendations from FDA Verification Memo that any decision to grant PUPs consider the proposed protected area. These areas are currently being exploited by Atlantic Resources.
2. The PUP granted to the People of Korninga Chiefdom included a FDA Verification Memo, which found that 74,391 hectares of the deeded area overlaps with FMC "D" and that 9,005 hectares overlaps with proposed Kpo Mountain Protected Area. The Verification Memo recommended that the overlapping areas be subtracted and "new metes and bounds re-written." The Technical Department further recommended that based on the overlaps, the PUP is granted for 81,279 hectares. The PUP was granted for 90,527 hectares and no adjustments were

⁹ FDA (2007), *Forestry Management Strategy*. p. 21

made for the overlap with the proposed Kpo Mountain Protected Area.

The FDA Field Validation Memo only raised issues where there is overlap with concessions or proposed protected areas. FDA did not generally assess the consequences of granting large tracts of land for PUPs. As a result, FDA has granted more than 2.5m hectares of forest for PUPs where the requirements for managing the forest are less stringent than other licenses under the NFRL and the CRL.

Conclusion:

PUPs, as granted and managed do not follow the strategic objectives of the NFMS. FDA has failed to ensure the conservation goals of the NFMS are met, allowing commercial logging activities in proposed protected areas.

6. ALTERNATIVE USES AND THE THREAT OF LARGE SCALE FOREST CONVERSION

FDA has issued large tracts of forestland as PUPs where the stated objective is to convert the land to other uses after harvesting is completed. From the first PUP issued by former Managing Director Woods, every PUP provides as a contract objective that it is intended “to create alternative uses of the tract of land after harvesting of trees.” FDA has issued twenty-three (23) PUPs which have the contract duration as “twenty five (25) years this area being as an FMC.”

With duration of 25 years, and with the designation “*this area being as an FMC*” -such PUPs should operate within the framework of an FMC. FMCs are not intended to be converted, and are required to follow the rotational period of the forest. However, in the case of the PUP, although FDA specifically references the FMC as the standard, it does not require that the standard be applied to PUPs. Instead, FDA has authorized that the large tract of land (2.5m hectares) given out for PUPs be converted for agriculture use without consultation with other stakeholders or government entities.

The Social Agreements between the People of Kulu Shaw-Boe District and People of Boe Clan in Sinoe County and Atlantic Resources indicate as follows for Kulu Shaw-Boe District: “*Forest Venture Logging undertake to cultivate 120,276 acres /48,675 hectares of rubber and/or palm oil crops as part of its alternative use of the land during and after the harvesting of merchantable tree species.*” And for Boe Clan: “*Forest Venture Logging undertake to cultivate 120,276 acres /48,675 hectares of rubber and/or palm oil crops as part of its alternative use of the land during and after the harvesting of merchantable tree species.*”

The Social Agreements are attested to by FDA. FDA exceeded the scope of its authority in attesting to Social Agreements linked to PUPs that grant rights for agricultural uses of the land. Atlantic Resources and Forest Venture have also taken blatant advantage of the communities in entering unconscionable agreements that exceed the scope of their business incorporation in Liberia.

FDA’s actions in granting PUPs for 25 years with the goal of converting the land to alternate uses constitute gross negligence and will result in the depletion of Liberia’s forests in 25 years. This action by FDA jeopardizes Liberia’s adherence to international conventions to which it is a party, the forestry reform process, and public trust in FDA’s ability to fulfill its mandate.

Conclusion

FDA’s compliance with the National Forest Management Strategy was selective and rare. Allowing PUPs to operate in proposed protected areas is a violation of the NFRL and jeopardizes conservation requirements of the Forest Management Strategy.

FDA acted beyond the scope of its mandate and abused its powers in issuing PUPs with terms that contradict the NFRL, the PPCA, and usurped the mandate and functions of other government entities.

7. FINANCIAL TRANSACTIONS FOR PUPS

7.1 Payments to FDA

FDA has consistently maintained that there are no fees charged for the PUPs; administrative or otherwise. Because FDA is a regulatory agency, it is expected that there may be administrative fees charged associated with the licensing process. However, those fees and the intended purpose must be clearly stated in guidelines and be publicly available. FDA has issued no guidelines related to fees.

The SIIB was presented with records from two operators of PUPs showing several payments have been made directly to members of the FDA Technical Department. The SIIB was also provided records indicating fees were paid to FDA for the land verification of PUPs. During the FDA interview, Mr. Kantor stated funding was provided only for “boundary line demarcation” and were charged to the landowner. However, the records received by the SIIB clearly show that letters of request for payments were sent to the operators by Kendrick Johnson - Assistant Managing Director for Operations. Mr. Kantor stated that the process for “boundary line demarcation” is prolonged, expensive, and FDA has no funding for completing the required demarcation.

NFRL Section 9.6 requires “boundary line demarcation” for national forests and protected area. Although FDA’s Technical Department has stated it is the responsibility of FDA to complete the demarcation for PUPs, it is unclear where this authority comes from. However, if the payments received are legitimate, then the payments should have been made formally to FDA and paid from FDA’s operational account.

Records received from Universal Forestry Corporation (UFC) and Cavalla Forest Corporation (CFC) indicate that members of the FDA technical department, including the Manager, supervisors, and others, received several payments for “boundary line demarcation”, signing of the social agreements, and other purposes. Although payment records were not received from all operators, there is clear evidence that FDA employees personally received funds from operators for boundary line demarcation. Receipts received show that the following payments were personally received by FDA employees:

Jon Kantor, Technical Manager for FDA has indicated that the authority for the fees charged is found within FDA Regulation 108-07, Chapter 14 of NFRL for collection and distribution of fees, and Chapter 9 of the NFRL for Boundary Line Demarcation. The SIIB has found no support for FDA’s actions in the laws and regulations cited by Kantor. NFRL Chapter 9 requires Boundary Line Demarcation for Protected areas. Chapter 14 allows FDA to establish three fees: stumpage, land rental, and forest products. Fees for forest Products are defined as “fees associated with the production, registration, transport, transfer or ownership, use or export forest products.”

If FDA charges a fee for a particular service, the NFRL requires under Chapter 14(c)(iii) that the public is kept informed about fees, those fees must be published and is made readily available in a schedule of all forest-related fees. Additionally, payments are required to be made and disbursed through the Central Bank.

FDA has confirmed that there is no schedule of fees for the boundary line demarcation exercises, stating it varies based on the distance to be demarcated. However, Kantor and Nyenty have received DSA for this exercise in large amounts. It is unclear to the SIIB why the DSA, food, and other amounts charged could not be part of a schedule of fees. In some cases, “entertainment” for FDA was included as part of the fees. FDA has received the following known payments from operators:

Table 3: Payments to FDA Employees

Name	Title	Purpose	Amount (USD)	Date
John Kantor	Technical Manager	For demarcation completed between June and August 2010	4,500	20/10/2011
Torwon T. Yantay	FDA – Acting GIS Director	For boundary line demarcation of CFC acquisition of PUP	30,000.00	12/12/2011
Augustine B. Johnson	Former FDA – GIS Director	Facilitate the signing of social agreement	18,750.00	21/11/2011
Augustine B. Johnson	Former FDA – GIS Director	Awareness of the social agreement	6,170.00	14/11/2011
MaCarthy B. Slewhy	Surveyor	Part payment of US\$17,000.00 for enumeration and demarcation of 10 blocks	6,000.00	15/12/2011
MaCarthy B. Slewhy	Surveyor	Just and final payment for demarcation of 10 blocks in Grand Gedeh	4,700.00	28/02/12
MaCarthy B. Slewhy	Surveyor	The payment for the first 4 blocks and part payment for additional six (6) blocks for CFC	7,400.00	11/02/12
MaCarthy B.	Surveyor	Payment for demarcate of 12 square block	10,000.00	23/01/12
Philip Joekolo	Regional Forestor	Preparation of annual operation plan and management plan – Final payment	2,000.00	8/12/2011
Philip Joekolo	Regional Forestor	Preparation of annual operation plan and management plan – Final payment	1,500.00	8/12/2011

Although FDA has stated payment was only received for “boundary line demarcation”, records received by the SIIB indicate otherwise. While the SIIB did not receive receipts from other PUP operators, the pattern of these payments and FDA’s Technical Department own admission, indicate that individual employees of FDA consistently received payments from PUP operators for ‘Boundary Line Demarcation’ with no authority for doing so under FDA procedures. It is also perplexing that Kantor was given \$4500 in 2011 for demarcation completed in 2010.

7.2 Payments to Land Owners under the Social Agreements

Social agreements are an integral part of contractual obligations under all licenses issued by the FDA. In the case of PUPs, it is suppose to be used to ensure local forest-dependent communities accrue some direct benefit from the exploitation of logs close to their communities. Interestingly, communities in many of the PUPs granted are collectively owners of their forest and not just local forest dependent communities. Social Agreements have been signed where the community is given status as a third party and the original operator as the landowner. As a result, benefits that should accrue to the communities (the landowners) have gone to individuals and groups with no claims/connection to the deeded land or community. The example is articulated in the case of Eliza Kronyanh and E. J. & J Investment Corporation (EJ & J). Ms. Kronyanh engaged the people of Jo River District, Rivercess to sign a contract for her company to exploitation their forest. Ms. Kronyanh also convinced FDA that she had the financial power to exploit timber in FMCs and PUPs. However, it is evident that EJ & J do not have the financial means to operate independently. From all indication, E. J. and J is one of several companies set up as an Atlantic Resource affiliate to acquire FMCs and PUPs and then invite one of the affiliate companies to operate. Eliza Kronyanh signed an agreement with Forest Ventures Incorporated (FVI) to operate and market all EJ & J concessions. FVI has already started operations in Jo River and has exported several shipments of logs.

In a meeting with citizens of Jo River, they indicated that they are unaware of the details of contract between EJ & J and FVI. The transaction between EJ & J and FVI unmasked the low fees that operators have agreed to pay communities (landlords). EJ & J in its initial agreement with the People of Jo River agreed to pay the community 3.00 per cubic meter of log exported. However, Eliza Kronyanh receives \$11.00 per cubic meter under her agreement with Forest Ventures Inc., Jo River District receives \$3.00 per cubic meter from her despite her indicating that she would give 4.00 in the contract with FVI. Eliza Kronyanh is not a resident of Jo River District or Deegba Clan, the other PUP she operates, and thus has no ownership interest in the land. Even if she were a resident of either district, thereareno individual landowner and Eliza Kronyanh currently only acts as an intermediary between the operator and the community. As intermediary she is unjustly taking the lion share of funds that should right fully be the community as landowners. As part of the transaction with Forest Ventures, Ms. Kronyanh was to be paid an advance of US\$107,000 as prepayment or loan from royalty that is deductible from shipment royalty based on shipment quantity. The community upon hearing about Ms. Kronyanh transactions were angry, and said they wanted to interact directly with FVI and not through an intermediary.

Individual community members have also personally benefited from payments made under the social agreements. In 2012, Mr. Bernard Davies received several payments from Universal Forestry Corporation/Ecotimbers on behalf of GeetrohCFMC, Between 1/2012 and 8/2012,

paid \$87,229.32 for royalties, social obligation (\$5,000), and land rental fees to GECFMO through Davis Bernard. It is unclear if the money was deposited into an escrow account for GECFMO and how the money has been spent.

The Tartweh-Drapoh PUP as indicated earlier, is currently in a major conflict between community members and members of the Geetroh CFMC. In an interview with Jefferson Karmoh, Representative from Sinoe. During the interview, Representative Karmoh presented the SIIB with a sealed envelope which he states was left at his house while he was out of the country. The hand written note on the envelope states "\$5000, your share of the land rental fee." He also alleged that the money was divided by certain members of the communities and the FDA. He further stated that he reported the payment to the NSA and an investigation was currently ongoing.

In other cases, payments made by the operator to the Community Forest Management Committee was paid to individuals and there is no monitoring of the payments and no oversight of the CFMC's financial statements. Despite the payment to Geetroh CFMC, and yet, it is unclear whether the payments have gone to development projects as agreed upon by the government.

General Forestry Sector Issues

Unrealistic expectations about the role the sector would play in the economic distorted incentives and resulted in a perversion of the forestry management system. Forestry has been the focus of substantial international attention and support. It is viewed not only as a possible economic engine, but as essential both for environmental conservation of the region's unique biodiversity, but also as necessary for equitable management of the country's resources and respect for rights of disenfranchised communities.

8. THE CONCESSION SYSTEM

Although the SIIB's investigation focused on the issuance of PUPs, a review of the concession system provides insight into the causes for shift from a focus on FMCs and TSCs to PUPs. The forestry concession system has been heavily criticized as based on misleading data and for an unworkable fiscal regime. The primary criticism regards the award of concession contracts to companies that did not have the financial capacity as required by the NFRL and PPCC. Additionally, forestry experts have alleged other deficiencies in the process, including information relied upon during the bid process that may help explain the tacit agreement within the forestry sector to move from the concession system to the PUP system.

In many interviews conducted by the SIIB, questions raised seeking greater understanding of the circumstances that led the grant of large PUPs has been answered with an explanation of the perceived weaknesses in the FMC system. FDA, forestry experts, operators, and SGS have all stated there are two main issues with the FMC system; (1) the mapping of forest cover was technically incorrect, misleading investors and resulting in a situation of high capital investment with minimal economic returns, and (2) the bid premium is prohibitive in that operators are expected to pay a high bid premium each year when in fact the harvestable area covering the FMC is significantly smaller. These two issues, it is argued is at the core of why operators sought the opportunity to conduct logging operations in areas that contained high valued timber and under conditions that were not financially burdensome.

Of course, companies sought to win the bids, with many dramatically overbidding. Once a company won the bid and began prefalling activities, it is reported that they found the information contained in the tender documents was not representative of what was on the ground. By the time final FMC was ratified, the total area for the seven FMCs granted totaled approximately one (1) million hectares. However, operators claim this figure is vastly overstated, as the actual area that is commercially viable is much less. Additionally, class "A" timber in these areas are sporadic, and the limitation on yearly harvesting further reduces the financial incentive for operating the FMCs.

A second issue that has arisen with FMCs is the bid premium. The premium is required above the minimum land rental fee to be paid every year for the life of FMC contract. The bid documents for the remaining four FMCs initially changed the payment terms the land rental bid, making it a one time payment.¹⁰ This change was not approved by the IMCC and payment terms for land rental bid remained the same. With this, many operators and others have stated that companies that won the bid found it difficult to pay the required land bid premium each year in light of (1) the actual area available for harvesting and (2) the limitation placed on number of hectares that could be harvested each year. Regardless of the reasons, currently, of the seven FMCs granted, only two are operational. FMCs owe over \$23 million USD in back payments and fees to the Liberian government. Of the total amount owed to the government of Liberia for the period from 2010 through end of fiscal year 2012, 90% is for the land bid premium fee and only 8% of the total amount due has been paid.

10 UN Panel of Experts Report (2008). p.21

Table 4 – Fiscal Year 2012 Summary FMC Chain-of Custody Financial Report (in USD)¹¹

		Amount Due	Amount Paid	Amount Owed
Alpha Logging	FMC A	4,391,386.00	499,660.16	3,891,725.84
EJ & J	FMC B	814,399.28	91,752.82	722,646.44
LTTC	FMC C	1,323,183.60	0	1,323,183.60
Euro Liberia Logging	FMC F	9,703,885.29	0	9,703,885.29
Geblo Logging	FMC I	5,117,162.85	0	5,117,162.85
ICC	FMC K	10,452,525.00	0	10,452,525.00
Atlantic Re-sources	FMC P	3,519,664.47	0	3,519,664.47
Total		\$35,322,206.49	\$591,412.98	\$34,730,793.49

Source: SGS FY 2011-2012 Chain of Custody Financial Update

Although EJ&J Investments and Atlantic Resources are indebted to the government for failing to make the payments due on their FMCs, the FDA granted PUPs to these companies in violation of Regulation 107-07(64) – prohibition on Felling, Processing, Trading, and Export when amounts owed to the government are past due. SGS has advised the SIIB that shipment has been allowed because companies have entered into settlement agreements with the Ministry of Finance. However, at the time of application by EJ&J and Atlantic Resources for PUP, back payments were owed to the government of Liberia. Their applications for PUP should have been denied on this basis, at a minimum.

On the other hand, PUPs, especially without details that may be elaborated in regulations, are more investor friendly, not requiring a bidding process or land rental fees. In cases where the social agreement requires a land rental fee, that fee is significantly lower than what operators have paid under the concession system. Additionally, the royalty fees paid to the landowner is significantly lower, averaging between \$1.50 - \$3.00 per cubic meter (the Dorzohn PUP provides for a royalty of US\$0.75 for the community).

The current problems with the concessions system were predicted as early as 2008 during the bid process. The UN Panel of Experts Report concluded that the “the forestry reform process for commercial timber concessions is currently not functioning as efficiently as desired and that concerted efforts are required to put it on the right track.”¹²

The issue of the bid premium as identified by operators is misleading. The bid premium is the amount of money above the minimum that the operator bids to win the contract; it is the operator that determines their bid price – FDA only accepts it. Secondly, the annual payment

11 Information taken from SGS (2012). *Chain-of-Custody Financial Report*

12 UN Panel of Experts Report (2008) pg. 25

for the bid premium is a standard concept and is also clearly required under Liberia's laws. There is credible evidence that companies bid too high and that FDA didn't properly ensure companies had the financial capacity to fulfill their obligations. However, it could not have been that bid premiums prevented them from operating their licenses; rather, companies wanted to get out of their previous obligations under the FMC licenses and obtain new licenses to continue to operate inexpensively.

Conclusion

Inaccuracies and lack of information about Liberia's forest estate has resulted in substantial financial transactions being conducted without critical information about the value of the asset.

The FMC bid rounds were not handled properly; companies made false or baseless representations about their financial abilities and FDA failed to conduct due diligence or verify information asserted by the companies.

9. CULPABILITY OF INDIVIDUALS AND INSTITUTIONS

The NFRL provides that:

- A Person receiving permission from the Authority under this Chapter receives a revocable license to harvest or use Forest Resources subject to the terms of the license and all applicable legal requirements. (NFRL 5.1(c))
- No Person shall: (i) Forge documents or reports submitted to the Authority, (ii) Make material, false representations to obtain any permission from the Authority, (iii) Destroy, move, or alter a boundary marker of a Protected Area or an area subject to a Forest Resources License. (NFRL 20.6a)
- For an agent or employee of the Authority to grant permission to harvest or use Forest Resources in contravention of any provision of this Law is “punishable under the Penal Law as economic sabotage. (NFRL 18.9)

Institutional Responsibility

The regulatory agencies charged with protection of Liberia’s natural resources were derelict in their duties and instituted a system that facilitated illegal activities and thus endangered reforms instituted to improve the viability of the sector. Together with logging companies, the FDA management team abused their power for the financial gains for companies and possibly themselves. Atlantic Resources informed the SIIB that it was the FDA that first suggested the company operate PUPs. Although FDA denies this and insists the communities came to FDA for PUPs, it is clear from the records, interviews and field visits that communities do not understand the requirements for various forestry licenses. Community members consistently discussed how their PUPs were poorly operated in violation of the CRL. FDA completely disregarded the law and directives given it by its Board of Directors. The failure of FDA management to put in place basic procedures for ensuring continuity in the application process has resulted in a weakened system that is inoperable. However, FDA did not act alone, but with the tacit approval of its Board and with the facilitation of MLME. Regulatory ministries and agencies of government failed to properly apply the law and act according to their mandate.

FDA

The SIIB is astounded as the level of abuse and willful misconduct of FDA Management in executing the powers granted to them. It is untenable that FDA intentionally circumvented the legal requirements and colluded with others to issue PUPs for the economic benefit of operators and most probably for paltry personal economic gains. FDA as the key regulator failed to exercise any restraint in granting rights to conduct commercial forestry. Liberia’s forests were given out as if it was the personal property of Wogbeh, Sagbeh, Kantor, and Karama, and together they have caused immeasurable damage. There was no discretion or minimum standard set for granting PUPs. Even more atrocious is the cavalier attitude exhibited by FDA Management toward the gravity of the harm caused by them. They continue to maintain that PUPs were issued legally and followed all legal processes, even in the face of overwhelming evidence to the contrary. FDA’s primary mandate is to protect and manage the forest sustainably. As long-term employees of the FDA who participated in the sector reform process, they knew the illegality of their actions and yet continued to conduct the affairs of

the FDA in a manner that was detrimental to Liberia and its standing in the international community. The actions of FDA senior management has set the forestry sector back ten years, to a time when Liberia's forests were decimated for pecuniary gains of individuals and foreign companies.

The breakdown of the system was orchestrated by senior managers who knowingly colluded with companies, individuals, and select community members to issue PUPs, deprive the government of revenue and contravened FDA legal framework and the PPCA. It was FDA that first suggested the possibility of conducting logging activities under PUPs, even as FDA was aware there were no standards or procedures for PUPs. The process used by FDA in granting the PUP was characterized by fraudulent activities and intentional misrepresentation.

The PUP licenses were issued under a clear pattern of knowing and intentional violation of the laws governing the forestry sector. FDA used illegible, fraudulent, and mutilated deeds as the basis for granting PUP. Although FDA submitted the deeds to MLME for verification and authentication, FDA was not relieved of its responsibility to conduct its own due diligence. Only 4 of 63 PUPs reviewed by the SIIB had an accompany deed that grants private ownership. One of those four deeds (Zaye Town/Sarah Miller) was granted to Sarah Miller based on a letter she sent that her children (the Landowners) were in America. No proof that permission was received from the land landowner was required by FDA. Based only upon the word of Sarah Miller that she managed the land granted under the Autridge Deed, FDA initiated the process for granting a PUP. In the end, the PUP was granted to the People of Zaye Town, although the accompany deed was not granted to the People of Zaye Town. More than half of the PUPs granted have similar discrepancies and even more egregious ones (increasing the land area to 28 times the land granted in the deed) that are baffling. FDA knowingly and intentionally assisted individuals and companies to violate the law by failing to observe even the most basic requirement for a PUP license.

FDA management also colluded with Atlantic Resources for acquisition of PUPs. In the FDA Field Verification Memorandum dated April 5, 2010, the Technical Department states that "On June 11, 2011 the team [Technical Manager, GIS Manager, and Region 4 Forester, among others] held meetings with the people of Barrobo Statutory District, Globaken City, *informing them about Atlantic Resources Logging Company/FMC "P" operation that is to start or take place in their areas and expressed interest in their community forest.*" This statement was made in the FDA memorandum for the verification of deeded lands in southeastern Liberia. FDA is not an agent for any company, but is mandated to protect the interests of Liberia and its people. Instead, FDA Senior Management made the objectives of operators their own and granted rights to the forest that they had no authority to grant.

A team from the SIIB visited Sinoe, Grand Bassa, Grand Kru, Rivercess and Grand Gedeh Counties. During the visit to Sinoe County the team met with senior managers, field officers and employees of Atlantic Resources. They also met with citizens in communities with PUPs. During meetings with residence in New Town, Grand Kru County (Bolloh, Dorbor and Fenetoe Districts PUP) residents indicated that they had no knowledge of PUPs until FDA and Atlantic Resources officers approach them. The Secretary General of the Community Forest Management Committee (CFMC) indicated that FDA officers brought Atlantic Resources to them. This is consistent with the April 5, 2010 Memorandum from the FDA Technical Department. He also indicated that FDA brought the social agreement and informed them if they did not sign the agreement, they would not have roads. Citizens in Tartweh Drapoh including the three key Paramount Chiefs also indicated that there was undue pressure placed on them to enter into an agreement with Atlantic Resources.

FDA Board of Directors

The FDA Board of Directors was negligent in its to ensure compliance with the law and stewardship Liberia's forestry. Members of the Boards of Directors of public corporations have a duty to be effective and circumspect in overseeing the operations of the corporation. The Board failed to put in place proper checks and balances for monitoring and supervising the activities of FDA. The Board also failed to ensure the promulgation of regulations as required by Law and at the very least verify that there were guidelines in place for the issuance of PUPs. The Board failed to ask rudimentary programming questions and/or request accompanying data and analysis, all of which would have shown that PUP allocation was threat to the forestry sector. The Board's failure to seek information from FDA management and take action to prevent further violations is inexcusable.

The Board of Directors generally relied heavily on the FDA management team for carrying out the agency's mandate. Because the Board failed in its duty FDA management, were allowed to conduct the affairs of the agency completely devoid of any oversight, a situation which was fully abused by FDA management. Had FDA had proper oversight by the Board of Directors generally, the magnitude of FDA's offenses would have been known earlier and FDA management may have been more diligent in their duties, although this is doubtful. Nonetheless, the Board had an obligation and a duty of care and their negligence is partly responsible for the current situation.

The Chairperson of the Board, as a signatory to the PUPs, had a duty to ensure the documents were legal. In regard to the 17 PUPs signed on October 6, 2011, the Chairperson left the responsibility of signing those PUPs to Deputy Minister Dr. Sizi Z. Subah who also did not raise concern or conduct due diligence regarding the large number of PUPs he signed. Minister Chenoweth and Dr. Subah had an obligation to seek greatly understanding regarding the intricacies and complexities of PUPs. With the exception of the October 6, 2011 PUPs, all others are signed by Minister Chenoweth.

Moses Wogbeh, Suspended Managing Director

As the Managing Director, Wogbeh was mandated to implement the laws and regulations of the FDA. Wogbeh failed to offer direction to the FDA consistent with the legal framework governing the sector. Not only did Wogbeh sign every PUP, he intentionally disregarded all requests to conduct a review of the current PUPs and the process, although he was under the legal obligation to do so (NFRL 3.4 – Annual Audit).

Under Wogbeh's leadership, the size of land area in deeds were unjustifiably increased, PUPs were granted in contravention of the land – to persons that failed to demonstrate private ownership, and no procedures were put in place to guide the issuance of PUPs. Further, Wogbeh failed to ensure the FDA maintain a record system of the documents and files related to forestry licenses and for social agreements as required by law.

After the FDA Board issued the Moratorium, Wogbeh failed to ensure the directive of the Board's mandate was not implemented. Wogbeh did not inform SGS of the Moratorium until June 15,

2011, four months after the Moratorium was issued. Additionally, Jangar Kamara's emails to SGS following the President's reaffirmation of the Moratorium were sanctioned by Wogbeh. Jangar Kamara specifically referenced in his emails that he wrote under the direction of Wogbeh.

Cllr. Benedict Sagbeh, FDA Legal Counsel

The FDA Legal Counsel failed to provide representation in the best interest of FDA. Mr. Sagbeh drafted the PUP contracts and thus directly approved the illegal actions of FDA from the inconsistent terms to the fraudulent land grant in the PUPs. Cllr. Sagbeh continues to show disdain for the NFRL and CRL and acted upon that disdain, advising his client to violate the law. Once national attention became focused on the issuance of PUPs, Cllr. Sagbeh did not accept his role in the issuance of PUPs nor did he provide adequate representation FDA, instead at every turn he took positions that were adverse to FDA and defended the operators of PUPs. Cllr. Sagbeh's actions were particularly egregious when action was instituted against the Government by PUP operators.

On August 12, 2012, several PUP operators petitioned the Supreme Court for the issuance of a Writ of Prohibition, arguing that the moratorium was arbitrary and a violation of the due process clause of the Constitution. On September 4, 2012 the Supreme Court issued an Alternative Writ of Prohibition returning the operators to status quo ante pending the outcome of a full hearing. On September 5, 2012 Mr. Sagbeh apparently filed returns on behalf of FDA, although the agency per the law is represented by the Ministry of Justice, stating the petition filed by the operators "present no traversable issues" and praying that the Court grants the alternative Writ of Prohibition.¹³ In the opinion issued by Justice Banks, the Court took note of the legal brief filed by Mr. Sagbeh purportedly on behalf of FDA. Mr. Sagbeh's brief claimed the moratorium was issued under pressure by Global Witness, that operators had been injured, and that the actions of FDA violates the Constitution. Justice Banks noted with some alarm the position taken by FDA legal Counsel, Mr. Sagbeh as opposed to the interest of the Government.

Cllr. Sagbeh continues to support the grant of PUPs even when shown evidence that FDA's actions was illegal. Cllr. Sagbeh has only stated that some mistakes may have been made and that those PUPs with glaring illegalities were not reviewed by him, although he had earlier admitted to being drafting and reviewing PUPs prior to the approval of Moses Wogbeh. Instead of advising FDA appropriately where the agency had acted in violation of the law, Cllr. Sagbeh sanctioned the illegal action.

Company Responsibility

Atlantic Resources/Forest Ventures/Southeastern Resources/Nature Oriental Timber

Atlantic Resources is one of several companies that operate community-held PUPs across counties in Liberia. The SIIB took particular interest in PUPs operated by Atlantic Resources because several of its PUPs were acquired on the same day – October 6, 2011, signed by Deputy Minister Dr. Sizi Z. Subah on behalf of the Minister of Agriculture, Florence A. Chenoweth. The deed verification letters written to FDA by the MLME were all signed Mr. Maxwell C. F. Gwee as proxy for Assistant Minister of Lands, Survey, and Cartography, George Miller. We also noted that several other PUPs

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issued on October 6, 2011 included companies affiliated with Atlantic Resources Limited (ARL). The companies include: Forest Ventures Inc.(FVI); Southeast Resources (SR), Nature Orient Timber Corporation (NOTC) and E. J. & J Corporation (acquired PUPs and transferred their rights to Forest Ventures).

Representatives of SR, FV and NOTC vehemently denied any relationship between their companies and ARL. Their denial runs contrary to evidence found in PUP documents associated with them and specifically PUPs that were acquired on October 6, 2011. Interestingly, Augustus Abram and Ben Kofie represented all the companies in community negotiations and sent application to the FDA on their behalf. Though Ben Koffie claims to work for Southeastern Resources and unequivocally stated there is no relationship between that company and Atlantic Resources, records given to the SIIB shows this statement is false. The two employees also signed social agreements and memorandum of understanding for community-held PUPs on behalf of the four associated companies. Although the companies have vehemently denied any affiliation between them, the SIIB concludes that a corporate relationship exists between the companies for the following reasons:

1. Correspondence written by ARL and FVI indicate that FVI is a subsidiary of ARL
2. Atlantic Resources and Forest Ventures were both incorporated by Ambassador John Gbedze, who still has shares in Forest Ventures. The CEOs of both Atlantic Resources and Forest Venture informed the SIIB that they met Ambassador Gbedze in Malaysia and he recommended and facilitated their coming to Liberia to conduct commercial forestry.
3. Several PUPs operated by Forest Ventures have social agreements that were probated by Atlantic Resources.
4. Augustus Abraham is listed as Managing Director for Atlantic Resources in a May 3, 2011 Minutes of the Board of Directors for the Company.
5. Benjamin Koffie is listed as Treasurer for Atlantic Resources in a May 3, 2011 Minutes of the Board of Director
6. The March 17, 2011 letter to FDA requesting PUPs was sent by Augustus Abram in both cases as Planning Manager for the two companies. Although Abram maintains he acts as a consultant, he never represented himself as a consultant when conducting business for the companies.
7. May 9, 2011 letter signed by Cllr. Benedict Sagbeh responding to a May 4, 2011 request from Atlantic Resources for transfer of four PUPs from Atlantic Resources to its subsidiary Forest Ventures.
8. Augustus Abram has also interacted with communities on behalf of Forest Ventures Incorporated, Southeast Resources and Nature Orient Timber Corporation. In Mr. Abram engagement with communities he doubled as Augustus Abram and August Abriham with two different signatures. He also designated himself as Forest Manager for Atlantic Resources in some cases.
9. Ben Kofie, who claims to be the Manager for South Eastern Resources, has signed documents for both Southeastern Resources and Atlantic Resources.

The SIIB can only conclude that the attempt by Atlantic Resources and its associated companies to hide the corporate relationship that exists between them is an effort to defraud the Government of

Liberia.

The SIIB invited officers of Atlantic Resources, Forest Ventures Inc., Southeast Resources and Nature Orient Timber Corporation to discuss issues related to their PUPs. Atlantic Resources was represented by Augustus Abram/August Abriham, Southeast Resources by Ben Kofie; Forest Venture by William H. K. Yii and Terrence Yu. And Nature Oriental Timber Corporation. The SIIB requested clarification from Mr. Augustus Abram regarding his other alias (August Abriham) and the different signatures he has used interchangeably in documents sent to the FDA and agreement with various communities across the country. He confirmed that both names and signatures are his and that he has used them when signing documents on behalf ARL and its associated companies. During the SIIB community consultations in Sinoe, Grand Bassa and Grand Kru Counties, community members acknowledged having met and interacted with Abram and Ben Kofie. Several communities indicated that it was those individuals along with FDA personnel that informed them about PUPs. The SIIB review of operations of Atlantic Resources, Forest Venture/EJ and J Corporation in communities showed disregard for sound labor practices, the environment and their social obligations to the communities.

10. RECOMMENDATIONS

First, and perhaps most importantly, in order to begin to redress the obscurity that allowed this deplorable situation to have developed, the SIIB recommends that this report and all of the associated records and analysis be made public. In particular, to address each of the individual legal and policy transgressions observed during the investigation of PUPs, the SIIB recommends the following, to be undertaken with all deliberate speed:

Private Use Permits

1. An Executive Order should be issued giving effect to the recommendations of the SIIB.
2. All PUPs issued by the FDA are void as their issuance preceded promulgation of standard qualifications as required by the NFRL Section 5.3(iii).
3. Individually revoke all PUPs for failure to comply with NFRL Section 5.2, various requirements of Section 5.6, Regulation 107-07(64), and other regulations as more specifically listed in the individual assessments (Annex V).
4. Convene a Special Panel to include SGS, FDA, Ministry of Finance, Internal Audit Secretariat and independent members to conduct an inventory of all logs that have been felled in PUP operations.
5. Institute confiscation proceedings for the auction of logs catalogued in the inventory.
6. Order the Land Commission to conduct an extensive evaluation of all Deeds submitted for PUPs and make recommendations consistent with the NFRL, the CRL, and other laws of Liberia.
7. Regulations currently being developed for PUPs must specify procedural standards for demonstrating private ownership, documentation required for acquiring and demonstrating permission from the landowner, the term of years for the license, and other essential terms for the license in consonance with Liberian law; in addition, these regulations must be developed in meaningful consultation with stakeholders.
8. An independent audit of FDA be conducted and the findings made public and appropriate action(s) taken.
9. FDA must develop a recording system for all documents related to forestry licenses and social agreements.

Government Entities

1. Suspended Managing Director Moses Wogbeh should be dismissed from the FDA and government service for gross misconduct, abuse of power, economic sabotage, and insubordination to the FDA Board of Directors; and prosecuted appropriately.
2. Cllr. Benedict Sagbeh, FDA Legal Counsel be dismissed from FDA for conniving with FDA Management and various individuals in the fraudulent issuance of PUPs; and a complaint of

his unethical behaviors and ethical failures and moral turpitude be reported to the Grievance and Ethics Committee of the Liberian National Bar Association for disciplinary action. That he be barred from providing any future legal services to the Government of Liberia.

3. Messrs. John Kantor, FDA Technical Manager, Towon Nyenty, FDA GIS Coordinator, and Jangar Kamara, FDA Commercial Manager be dismissed from FDA and Government Service for orchestrating the falsification of government records and receiving illegal payments from PUP operators. The above listed individuals should be further investigated by the Ministry of Justice and LACC and if convicted be made to restitute payments received illegally.
4. The Chairperson of the Board of Directors, Minister Florence Chenoweth be suspended for one month for her failure to provide proper oversight to FDA and failing to conduct due diligence in the issuance of PUPs.
5. The Board of Directors should be appropriately reprimanded for breach of their fiduciary duty, the duty of care owed to the FDA, failing to conduct due diligence and to provide effective oversight of FDA operations and in the issuance of PUPs.
6. The Board of Directors of FDA should be required to establish and institute appropriate guidelines for reviewing, approving, and attesting to the actions of FDA.
7. The Board of Directors should establish and institute mechanisms for receiving and investigating claims made against FDA management.
8. Dr. Sizi Subah, Deputy Minister of Agriculture be appropriately reprimanded for signing per procurationem and failing to conduct due diligence in attesting to 17 PUPs dated October 6, 2011.
9. Mr. Maxwell C. F. Gwee, Director of Cartography Services at the Ministry of Lands, Mines and Energy should be dismissed forthwith from MLME and barred from holding any position involving land transactions or resource licensing. Mr. Gwee should be investigated by the Ministry of Justice for fraudulent conveyance of land.
10. Mr. David Blaye, County Surveyor for Grand Bassa County should be dismissed for fraudulent conveyance of land and gross misconduct.
11. The Ministry of Justice and the Ministry of Finance must conduct an analysis and issue a formal opinion on the current tax and fee requirements of commercial forest license holders and whether the market can bear them.

Companies

1. Atlantic Resource Limited should be required to pay all tax arrears on FMC "P" and be permanently barred from engaging in commercial forestry activities for violation of NFRL 20.6(a)(i) and NFRL 20.6(a)(ii) and for orchestrating fraudulent activities in Liberia's forest sector.
2. That the following Atlantic Resource Limited. affiliated companies including - Forest Venture, Nature Orient Timber Corporation, Southeast Resources should be permanently barred from engaging in commercial forestry activities for violation of NFRL 20.6(a)(i) and NFRL 20.6(a)(ii) and for orchestrating fraudulent activities in Liberia's forest sector.
3. That EJ and J Corporation and its Chief Executive Officer Eliza Kronyann be prevented from

engaging in commercial forest activities unless an independent panel makes a determination that the company has the financial and technical capacity to operate a commercial forestry license independently.

4. That Sarah Miller is prevented from representation, management, or service as an agent of any PUP and/or community forestry except on land proven to be personally owned by her as verified and validated by the Land Commission.
5. Amb. John Gbesie, Messrs. Augustus Abram and Ben Kofie be barred from engaging in commercial forestry activities in Liberia and prosecuted by the Ministry of Justice for fraud, violation of Section 20.6(a) of the NFRL.
6. That the Ministry of Justice prosecutes all individuals who submitted PUP applications with forged land deeds.
7. That all the above listed companies that have exported timber be made to compensate communities as per their memorandum of understand and social agreements. That all payments for cubic meters of timber felled be immediately paid into escrow accounts created for this purpose. That those companies whose social agreements specify that a clinic (valued at US\$12,500) and schools (US\$14,500) be made to immediately pay said amounts to the escrow account.
8. That the illegal actions of Atlantic Resources and its associated companies be further investigated by the Ministry of Justice.
 - a. Atlantic Resource
 - b. Forest Venture
 - c. Nature Orient Timber Corporation
 - d. Southeast Resources

Forestry in General

1. That the government engages with holders of FMCs and TSCs and other stakeholder to determine the financial viability of FMCs and TSCs, and identify the burden associated with various fees and taxes that companies have to pay to operate.
2. FDA must develop and publicize a fee structure for administrative and other costs associated with forestry licenses.
3. That Capacity building initiatives should be instituted to educate communities on the vary forestry licenses and to support the expeditious implementation of the CRL

ANNEXES

ANNEX 1: TERMS OF REFERENCE (TOR)

Establishing a Special Independent Investigating Body to Conduct a Comprehensive Review of the Issuance of Private Use Permits

Terms of Reference

August 21, 2012

Background

The National Forestry Reform Law (NFRL) of 2006 provides for commercial timber harvesting on private land under a Private Use Permit (PUP).¹⁴ This provision has been applied without the promulgation of a required implementing regulation, and it is alleged, without regard to the Community Rights Law of 2009 which sets out the process by which communities may enter into commercial agreements when community land is deeded to a community. There is increasing public concern about potential irregularities in the issuance of PUPs. It appears that there is a long chain of questionable activities by a number of actors that led to the issuance of the PUPs. Local and international civil society actors have made allegations of fraud and other acts of misconduct that may be criminal. Examples of issues raised to date include:

- Possible forgery of documents including land deeds and letters from communities.
- Failure to fulfill legal requirements including written permission from the land owner, a management plan and social agreements before application for or allocation of a PUP, or such requirements fulfilled after signing of the PUP contract.
- A lack of valid consent by land-owning communities, including cases where consent was given by a member of the community who did not hold formal representative position or where many members of the community are unaware of the permit or did not agree to it.
- Instances of illegal allocation of rights to other natural resources including minerals.
- Threats of large-scale forest conversion for agricultural plantations.

It is estimated that between 55 and 65 PUPs have been issued by the FDA covering more than 23 percent of the country's land area.

Terms of Reference for an Independent Investigation of the Abuse of Private Use Permits

The process for issuing a private use permit, even without implementing regulations, has numerous steps, by multiple actors, requiring compliance with a number of legal requirements in multiple legal regimes. A review of selected PUPs by local and international civil society actors and international consultants revealed instances of possible forgery and other acts of fraud, as well as instances of illegal allocation of rights to other natural resources including minerals. It is critical for the legitimacy of Liberia's forest sector and commitment to rule of law that all relevant information be identified, analyzed, and made public.

Assessment of the status of these permits requires thorough investigation to identify instances of criminal or corrupt practices and identify the individuals involved both within and outside of government, including logging companies and others who may have participated in these instances. During the course of its investigation, the Body will consider other studies/investigations completed by government entities, including the FDA Board, the Land Commission, and the General Auditing

14 *Section 5.6 of the National Forestry Reform Law of 2006*

Commission. Where instances of illegal conduct are established, the Body of Investigators may recommend that administrative, civil, or criminal penalties be issued as appropriate.

The Body of Investigators will be tasked with gathering the entire relevant documentary and other evidence related to the issuance of these permits, conducting a legal compliance analysis, and making recommendations for holding those responsible to account and for ensuring that this unfortunate situation does not recur.

Objectives

The specific objectives of this investigation are: (1) to establish whether the law was followed in the process of allocating PUPs and issuing the permits; (2) to establish the authenticity and legality of documents, including land deeds, power-of-attorneys, certificates of corrections, presented to FDA in support of PUP applications; (3) where logging companies or individuals other than the land owner(s) made applications on behalf of the land owner(s), whether the applicant had written and legal permission from the land owner in advance; and (4) in cases where logging has taken place under a PUP, establish whether the sustainable forest management requirements of the law and regulations governing logging operations were fulfilled.

Powers of the Body

This Body is appointed by the President of the Republic of Liberia. As such, all relevant ministries and agencies of government are required to fully cooperate with the Body to ensure that it executes its duties in a timely and efficient manner. Agents acting on behalf of the Government of Liberia are also required to fully cooperate with the Body. All those that applied for PUPs, including individuals that claimed to have acted on behalf of land owners, holders of PUPs, operators of PUPs or logging companies, government officials, or any other person associated with documents presented along with applications for PUPs will be required to appear and respond to questions from the Body and may appear with appropriate legal representation. Statements or representations made to the Body will be used in a court of law should prosecution become necessary.

Task of the Body

In addition to meeting the objectives established above, the main task of the Body is to establish whether the requirements of the letter and spirit of Liberia's laws, in particular Section 5.6(d) of the NFRL 2006, were followed. Section 5.6(d) of the NFRL states:

“The Authority shall attest to a Private Use Permit only if all of the following conditions are satisfied:

(i) The applicant is the Land Owner or the applicant has written permission from the Land Owner to undertake the Commercial Use.

(ii) The Commercial Use is consistent with the classification of the land in the Strategy adopted under Section 4.4 of this Law, and the Authority has validated the classification locally under Section 4.5 of this Law.

(iii) The applicant is not disqualified from obtaining a Forest Resources License under Section 5.2 of this Law.

(iv) The applicant presents the Authority with a business plan and demonstrates to the Authority's satisfaction that the applicant has the technical and financial capacity to manage the forest sustainably.

- (v) The applicant has prepared a five-year land management plan satisfactory to the Authority and has complied with all legal requirements for environmental impact assessment.
- (vi) The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.

Additionally, Under Section 2.3 of that Community Rights Law subsection b: “land holders with Aborigines Grant Deeds, Public Land Deeds, ... shall be classified as Community Forest Land and subsection c:”all deeds mentioned in section 2.3b that have already been authenticated and certificated by the Ministry of Lands, Mines and Energy or the Land Commission shall be classified as Community Forest Land”

Specifically, the Body will:

1. Identify and develop a catalogue of all PUPs, the holders, operator, land owners and date of issuance.
2. Determine whether applications for PUPs were accompanied by a land deed to support claim of ownership.
3. Verify that land deeds submitted along with applications for PUPs are legal.
4. Verify that other documents submitted with the application are legally valid.
5. Verify that the applicant is the legal owner of the land or had legal authority from the land owner to apply for a PUP on their behalf.
6. Determine whether allocated PUPs are consistent with the National Forest Strategy and if the FDA validated the allocation of the areas of land in question to logging according to the Strategy.
7. In instances of collective or communal holdings, verify that the written permission or consent of the land owners can be considered legally sufficient.
8. Determine whether there is a legally binding contract between the land owner and the company or individuals holding or operating the PUP.
9. Establish whether the acreage allocated under each PUP is consistent with the acreage of the deed.
10. To examine cases where companies have sought to convert PUPs to other land including conversion to oil palm and mining to determine whether these activities were legal or illegal.
11. Verify that agreements with communities situated in the PUP area were willingly signed by communities, are beneficial to these communities, legally enforceable, and being applied.
12. Determine the tax, legal and operational status of each company operating or holding a PUP.
13. Invite land owners, PUP holders and operators to appear and present evidence or respond to allegations of wrongdoing or possible criminal behavior identified by Body.

Deliverables

The main deliverable of the Body will be a comprehensive report, which will be public, presenting the findings of the investigation and recommendations to the President on how to address the findings. The report amongst other things should:

1. Include a catalogue of all PUPs allocated to date, acreage, county or district, details of the Holder and Operator of each PUP, details of land rights documentation, and the current status of the PUP in the following categories, Assigned, Unassigned, Pre-felling Operations, Harvesting, and Exporting.
2. In instances where the operator is harvesting or exporting timber, establish the total volume harvested and/ or exported to date as well as an indication of the value of the timber in question.
3. Summarize key findings related to each PUP clearly presenting any evidence of negligence or

wrongdoing in the allocation process, misconduct or other administrative malpractices, and possible criminal conduct, and present a summary of remedial actions to address each instance.

4. In instances where land owners did not legally consent or grant permission for logging on their land, present a summary of their case and possible options for reparation.

Overall, the investigation and report should be comprehensive enough to provide clear guidance towards a full resolution of the PUP situation.

Duration of the Investigation

The duration of this investigation is 75 days commencing from the date of the first meeting of the Body.

ANNEX 2: Catalogue of PUP Licenses

Table A: PUP License Data

No.	Name(s)	Operator(s)	Location(s)	License Date	Duration (Yrs)	License Area (Hectares)	Deeded Area (Hectares)
1	Geetroh Community Forest Mgmt Organization (GECFMO)	Universal Forestry Corporation	Sinoe	23-Apr-10	11	22,831.0	101,174
2	Lofa Development Corporation (Mary Kpoto)	ECOWOOD (Texas International)	Lofa	25-Nov-09	3	4,058.0	13,338
3	Monica Cooper / Margibi County	DANCO	Margibi	14-Apr-09	2	203.0	Unknown
4	People Dugbeh River District	Atlantic Resources	Sinoe	06-Oct-11	25	52,858.0	29,396
5	People Gbeapo, Potupo & Sarbo	D. C. Wilson	River Gee	04-May-10	23	45,873.0	274,938
6	People of Jo-River District	Forest Ventures	Rivercess	06-Oct-11	18	30,765.0	1,214
7	People of Bade Clan	Atlantic Resources	Gbarpolu	06-Oct-11	25	83,709.0	83,709
8	People of Beawor District	Forest Ventures	Rivercess	06-Oct-11	25	42,390.0	Unknown
9	People of Bella Yellah District	Southeast Resources	Gbarpolu	06-Oct-11	25	130,569.0	130,572
10	People of Bodae District	Atlantic Resources	Sinoe	12-Aug-10	14	24,031.0	Unknown
11	People of Boe Clan	Forest Ventures	Sinoe	06-Oct-11	25	48,675.0	48,676
12	People of Bolloh, Dorbor and Fenetoe	Atlantic Resources	Grand Kru	31-Aug-10	9	15,604.0	15,598
13	People of Bondi Madingo Chiefdom, Bopolu District	Tutex Wood Management	Gbarpolu	11-Nov-11	25	88,540.0	320,106
14	People of Campwood-Gheegbahn District	Mandra Forestry Liberia Ltd.	Grand Bassa	16-Mar-11	25	51,472.0	178,875
15	People of Cavalla District	Cavalla Forestry Co.	Grand Gedeh	15-Jun-11	23	38,956.0	17,639
16	People of Chedepo & Potupo Districts	Mandra Forestry Liberia Ltd.	River Gee	05-May-10	25	51,262.0	274,938
17	People of Deegba Clan	Forest Ventures	Grand Bassa	06-Oct-11	3	4,735.0	Unknown
18	People of Deekpeh Section	Global Logging	Grand Bassa	04-May-11	2.7	4,503.0	1,033
19	People of District # 3	Nature Orient timber Corporation	Grand Bassa	06-Oct-11	25	66,977.0	56,657

No.	Name(s)	Operator(s)	Location(s)	License Date	Duration (Yrs)	License Area (Hectares)	Deeded Area (Hectares)
20	People of Doblí Clan	Bargo & Bargo / Sun Yeung Corporation	Bong	04-Jan-11	4.8	8,078.0	Unknown
21	People of Doe Chiefdom	Not available	Nimba	17-Nov-11	25	79,263.0	80,502
22	People of Doedian District	Tropical Timber Inc.	Rivercess	15-Jun-11	30	49,394.0	56,657
23	People of Dor-zohn District #3A	Grand Bassa Logging Company	Grand Bassa	11-Nov-11	2	1,188.0	728
24	People of Foya District	Not available	Gbarpolu	19-Dec-11	25	121,834.0	Unknown
25	People of Gbao	Atlantic Resources	Grand Gedeh	12-Aug-11	(20) 11	17,639.0	17,639
26	People of Gbarma District	Southeast Resources	Gbarpolu	06-Oct-11	25	35,028.0	35,028
27	People of Gbeapo-Thiepo District	Tropical Timber Inc.	River Gee	15-Jun-11	25	63,287.0	274,938
28	People of Gibi District	Akewa Group	Margibi	19-Jan-11	13	22,162.8	26,493
29	People of Gola-Konneh District	Southeast Resources	Grand Cape Mount	06-Oct-11	25	67,240.0	67,240
30	People of Jeadea District	Atlantic Resources	Sinoe	06-Oct-11	21	34,600.0	28,892
31	People of Jeadepo District	Atlantic Resources	Sinoe	12-Aug-11	6	10,321.0	Unknown
32	People of Karluway # 1 & 2	Atlantic Resources	Maryland	31-Aug-10	17	28,847.0	28,847
33	People of Kokoyah	Bargo & Bargo / Sun Yeung Corporation	Bong	23-May-11	13	21,549.0	89,343
34	People of Kolahun District	Kolahun Development Forest Management Committee	Lofa	19-Dec-11	19	32,578.0	Unknown
35	People of Konado	Atlantic Resources	Grand Gedeh	18-Jul-11	25	54,340.0	75,334
36	People of Kongba District	Southeast Resources	Gbarpolu	06-Oct-11	25	122,972.0	Unknown
37	People of Korninga Chiefdom	Bopolu Development Corporation (BODECO)	Gbarpolu	11-Nov-11	25	90,527.0	320,106
38	People of Kpayan District	Not available	Sinoe	19-Dec-11	12	20,402.0	20,402
39	People of Kulu Shaw-Boe District	Forest Ventures	Sinoe	12-Aug-11	12	20,193.0	Unknown

No.	Name(s)	Operator(s)	Location(s)	License Date	Du- ra- tion (Yrs)	License Area (Hectares)	Deeded Area (Hec- tares)
40	People of Kulu Shaw- Boe District	Forest Ventures	Sinoe	06-Oct-11	25	44,133.0	44,133
41	People of Lorla Clan	Bargo & Bargo / Sun Yeung Corporation	Bong	04-Jan-11	8	13,636.0	Unknown
42	People of Lower & Upper Jloh District	Atlantic Re- sources	Grand Kru	31-Aug-10	25	65,073.0	12,212
43	People of Marblee Clan	Atlantic Re- sources	Grand Bassa	03-Dec-10	21	35,685.0	135,977
44	People of Marbo Clan	Atlantic Re- sources	Grand Gedeh	06-Oct-11	25	88,409.0	88,409
45	People of Sallouyou Section	Global Logging	Grand Bassa	15-Jul-11	3	5,438.0	405
46	People of Sam Gbalor District	Forest Ventures	Rivercess	12-Aug-11	14	23,432.0	23,432
47	People of Seekon District	Atlantic Re- sources	Sinoe	06-Oct-11	25	49,434.0	49,435
48	People of Tarsue District	Forest Ventures	Sinoe	12-Aug-11	25	63,002.0	63,002
49	People of Tchien	Atlantic Re- sources	Grand Gedeh	12-Aug-11	12	20,734.0	Unknown
50	People of Teemor Section	Forest Ventures	Grand Bassa	23-May-11	11	18,779.0	45,326
51	People of Teemor Section	Global Logging	Grand Bassa	18-Jul-11	3	5,618.0	45,326
52	People of Thienpo District	Atlantic Re- sources	Grand Kru	31-Aug-10	7	11,193.0	11,188
53	People of Trembo District	Atlantic Re- sources	Grand Kru	31-Aug-10	8	14,089.0	14,089
54	People of Vahun District	Not available	Lofa	19-Dec-11	14	22,889.0	Unknown
55	People of Voinjama District	Southeast Re- sources	Lofa	06-Oct-11	25	72,360.0	72,362
56	People of Webbo & Nyenebo	Atlantic Re- sources	Grand Gedeh	02-Dec-10	22	23,459.0	23,455
57	People of Zaye Town, Doe Clan	Global Logging	Grand Bassa	17-Dec-11	3.34	5,564.3	486
58	People of Zleh Town, Gbao Administrative District	Frank Brook Liberia Inc.	Grand Gedeh	03-Jun-11	17	28,143.0	50,587
59	People of Zodua Section	Redwood	Grand Cape Mount	10-Jan-11	7	11,324.0	8,094
60	People of Zorzor District	Southeast Re- sources	Lofa	06-Oct-11	25	139,392.0	139,394
61	People of Zulo Clan	Bargo & Bargo / Sun Yeung Corporation	Bong	04-Jan-11	14	23,306.0	Unknown

No.	Name(s)	Operator(s)	Location(s)	License Date	Duration (Yrs)	License Area (Hectares)	Deeded Area (Hectares)
62	People of Zuzon Section	Global Logging	Grand Bassa	18-Jul-11	3	4,793.0	45,326
63	Tartweh-Drapoh Management & Development Committee (TDRMDC)	Atlantic Resources	Sinoe	19-Aug-10	20	33,162.0	40,469
	Total Area					2,532,501.1	2,886,092.0

Table B: PUP Application Data

No.	Name(s)	Location(s)	Contract Date	PUP Application Date	Application Signatories	MLME Verification Letter Date	MLME Letter Signatory	FDA Verification Memorandum Date
1	Geetroh Community Forest Mgmt Organization (GECFMO)	Sinoe	23-Apr-10	N/A	N/A	16-Apr-10	Maxwell Gwee	16-Oct-09
2	Lofa Development Corporation (Mary Kpoto)	Lofa	25-Nov-09	30-Oct-12	Mary F. Kpoto	19-Nov-08	Eugene Shannon	27-Nov-08
3	Monica Cooper / Margibi County	Margibi	14-Apr-09	N/A	N/A	None	None	15-Jan-09
4	People Dugbeh River District	Sinoe	06-Oct-11	13-Jun-16	Peter Tugbe - Paramount Chief	3-Oct-11	Maxwell Gwee	16-Oct-09
5	People Gbeapo, Potupo & Sarbo	River Gee	04-May-10	12-Nov-10 from Nanee District FMC; 9-Mar-11 from Gbeapo, Potupo & Sarbo FMC	Aaron Nyono-see; Chris Joye; Aletha Matthew; Joseph Kuo	19-Nov-10	Maxwell Gwee	28-Apr-11
6	People of Jo-River District	Rivercess	06-Oct-11	3/05/2009; 8/5/2011	Jessica Gall	29-Sep-11	Maxwell Gwee	16-Oct-09
7	People of Bade Clan	Gbarpolu	06-Oct-11			3-Oct-11	None	16-Oct-09
8	People of Beawor District	Rivercess	06-Oct-11	25-Aug-11 from Beawor District; 5-Sept-11 from Atlantic Resources	Arthur Toe - Clan Chief; August Abraham Planning Manager Atlantic Resources	3-Oct-11	Maxwell Gwee	16-Oct-09
9	People of Bella Yellah District	Gbarpolu	06-Oct-11	8-Aug-11	Joseph Vallah	3-Oct-11	Maxwell Gwee	16-Oct-09
10	People of Bodae District	Sinoe	12-Aug-10	18-Mar-15	Augustus Abram - Planning Manager (ARL)	27-Jun-11	Maxwell Gwee	5-Apr-10

No.	Name(s)	Location(s)	Contract Date	PUP Application Date	Application Signatories	MLME Verification Letter Date	MLME Letter Signatory	FDA Verification Memorandum Date
11	People of Boe Clan	Sinoe	06-Oct-11	June 14, 2011 from Boe Clan; Sept. 5, 2011 Atlantic Resources Limited	Frank Goll - Paramount Chief; Augustus Abram - Planning Manager Atlantic Resources	3-Oct-11	Maxwell Gwee	16-Oct-09
12	People of Bolloh, Dorbor and Fenetoe	Grand Kru	31-Aug-10	N/A	N/A	23-Jul-10	George Miller	5-Apr-10
13	People of Bondi Madingo Chiefdom, Bopolu District	Gbarpolu	11-Nov-11	25-Sep-15	Mono Karbo - Paramount Chief; Sando Corveh-Clan Chief; Samolu Kamara - Clan Chief; Jackson Daniel - General Town Chief; Martian Johnson-Youth Chairman; Musu Korveh-ChairLady; James Zay-Zay -Youth Chairman; William K. Mawolo - Chiefdom Clerk; George F. Kamara - Elder; Samuel Otto-Elder; Saikai Beyar-General Town Chief	3-Oct-11	Maxwell Gwee	16-Oct-09
14	People of Campwood-Gheegbahn District	Grand Bassa	16-Mar-11	5-Oct-14	George B. Doegar, G. N. Wycliff Daykeny, James Kuo, S. W. Sandy Kahn, Jefferson Zoegbah	13-Dec-10	Maxwell Gwee	4-Mar-11
15	People of Cavalla District	Grand Gedeh	15-Jun-11	8-Jun-15	Nelson Blayee - Senior Citizen	8-Jun-11	Maxwell Gwee	13-Jun-11
16	People of Chedepo & Potupo Districts	River Gee	05-May-10	12-Nov-10 from Nanee District FMC; 9-Mar-11 from Gbeapo, Potupo & Sarbo FMC	H. Deteh Tweh; Joseph Kayee; Garrestson Toe; Garrestson Warplo and Wesaye R. Tarwillie	19-Nov-10	Maxwell Gwee	28-Apr-11

No.	Name(s)	Location(s)	Contract Date	PUP Application Date	Application Signatories	MLME Verification Letter Date	MLME Letter Signatory	FDA Verification Memorandum Date
17	People of Deegba Clan	Grand Bassa	06-Oct-11	5-Mar-09 from EJ&J Investments; 15-Aug-11 from Deegba Clan	Eliza Kronyahn - CEO EJ&J Investments; F. Mento - Chairman Deegba FMC	29-Sep-11	Maxwell Gwee	16-Oct-09
18	People of Deekpeh Section	Grand Bassa	04-May-11	N/A	N/A	26-Apr-11	Maxwell Gwee	11-Apr-11
19	People of District # 3	Grand Bassa	06-Oct-11	5-Apr-15	Johnson B. Moses - Elder	None	None	30-May-11
20	People of Doblí Clan	Bong	04-Jan-11	23-Nov-14	Joseph K. Tarte - Paramount Chief	14-Dec-10	Maxwell Gwee	25-Oct-10
21	People of Doe Chiefdom	Nimba	17-Nov-11	6/4/2014	George C.M. Suomie - Secretary General Doe Chiefdom FMC	7-Dec-10	Maxwell Gwee	20-Jun-10
22	People of Doedian District	Rivercess	15-Jun-11	15-Mar-15	Mr. Sam A. Ricks - Senior Director Tropical Timber Incorporated	8-Jun-11	Maxwell Gwee	30-May-11
23	People of Dorzohn District #3A	Grand Bassa	11-Nov-11	26-Jun-15	Mydeh Kpogba - Attorney-in-Fact	9-Sep-11	George Miller	24-Oct-11
24	People of Foya District	Gbarpolu	19-Dec-11	N/A	N/A	None	None	none
25	People of Gbao	Grand Gedeh	12-Aug-11	18-Mar-15	Augustus Abram, Planning Manager Atlantic Resources	None	None	none
26	People of Gbarma District	Gbarpolu	06-Oct-11	10-July-11 from Community; 5-Sept-11 from Atlantic Resources	Varney Jallah - Paramount Chief Gbarma District; Augustus Abram - Planning Manager, Atlantic Resources	3-Oct-11	Maxwell Gwee	16-Oct-09
27	People of Gbeapo-Thiepo District	River Gee	15-Jun-11	24-May-15	Emmanuel Kaye - District Representative	8-Jun-11	Maxwell Gwee	14-Jun-11
28	People of Gibi District	Margibi	19-Jan-11	11-Jun-14	Amos Z. Boyer, District Commissioner	7-Dec-10	Maxwell Gwee	22-Aug-10

No.	Name(s)	Location(s)	Contract Date	PUP Application Date	Application Signatories	MLME Verification Letter Date	MLME Letter Signatory	FDA Verification Memorandum Date
29	People of Gola-Konneh District	Grand Cape Mount	06-Oct-11	24-Aug-11 from People of Gola Konneh; 5-Sept-11 from Atlantic Resources	Varney Zina, Clan Chief Gola Konneh; August Abriham - Planning Manager, Atlantic Resources	3-Oct-11	Maxwell Gwee	16-Oct-09
30	People of Jeadea District	Sinoe	06-Oct-11	18-Mar-15	John Dargbeh	3-Oct-11	Maxwell Gwee	16-Oct-09
31	People of Jeadepo District	Sinoe	12-Aug-11	N/A	N/A	27-Jun-11	Maxwell Gwee	5-Apr-10
32	People of Karluway # 1 & 2	Maryland	31-Aug-10	N/A	N/A	23-Jul-10	George Miller	5-Apr-10
33	People of Kokoyah	Bong	23-May-11	15-Mar-15	Andrew S. David, Elder & Arthur F. Cooper, Advisor-	26-Apr-11	Maxwell Gwee	23-May-11
34	People of Kolahun District	Lofa	19-Dec-11	29-Nov-15	Eric Kandakai-Chairman KDFMC	12-Dec-11	Maxwell Gwee	16-Dec-11
35	People of Konado	Grand Gedeh	18-Jul-11	7-May-15	Charles G. Tyne - Paramount Chief	14-Jul-11	Maxwell Gwee	18-Jul-11
36	People of Kongba District	Gbarpolu	06-Oct-11	19-Aug-11 from Gbarpolu County FMC	Norris kollie, Senior Citizen Gbarpolu County	3-Oct-11	Maxwell Gwee	16-Oct-09
37	People of Korninga Chiefdom	Gbarpolu	11-Nov-11	Sept. 28, 2011	Chief Kiafa Manjoe-Paramount Chief, Richard M. Ballah-Clan Chief August Kamara	3-Nov-10	Ernest C.B. Jones, Jr.	20-Oct-11
38	People of Kpayan District	Sinoe	19-Dec-11	9-Nov-15	T. Konwroh Weseh-Chairman, Brown N. Weseh-Co-Chairman	12-Dec-11	Maxwell Gwee	16-Dec-11
39	People of Kulu Shaw-Boe District	Sinoe	12-Aug-11	18-Mar-15	Augustus Abram Planning Manager (ARL/FVI)	27-Jun-11	Maxwell Gwee	5-Apr-10
40	People of Kulu Shaw-Boe District	Sinoe	06-Oct-11	1-Aug-11 from Kulu Shaw Boe District; 5-Sept-11 from Atlantic Resources	Johnny Brown - Paramount Chief; August Abriham Planning Manager Atlantic Resources Logging	3-Oct-11	Maxwell Gwee	16-Oct-09

No.	Name(s)	Location(s)	Contract Date	PUP Application Date	Application Signatories	MLME Verification Letter Date	MLME Letter Signatory	FDA Verification Memorandum Date
41	People of Lorla Clan	Bong	04-Jan-11	23-Nov-14	Joseph K. Tartee - Paramount Chief	14-Dec-10	Maxwell Gwee	25-Oct-10
42	People of Lower & Upper Jloh District	Grand Kru	31-Aug-10	N/A	N/A	23-Jul-10	George Miller	5-Apr-10
43	People of Marblee Clan	Grand Bassa	03-Dec-10	24-Aug-14	James Johnson, James Pennegar, Jesse Taylee (all as Attorney-in-Fact)	3-Dec-10	Maxwell Gwee	25-Oct-10
44	People of Marbo Clan	Grand Gedeh	06-Oct-11	12-Jul-11 from Marbo Clan; 5-Sept-11 from Atlantic Resources	James S. Karnel - Paramount Chief; August Abriham - Planning Manager Atlantic Resources	3-Oct-11	Maxwell Gwee	16-Oct-09
45	People of Sal-louyou Section	Grand Bassa	15-Jul-11	6/14/2015	Sarah P. Miller, Attorney-in-Fact	26-Apr-11	Maxwell Gwee	7-Jul-11
46	People of Sam Gbalor District	Rivercess	12-Aug-11	03/17/2011 - from Forest Ventures Inc.	Augustus Abram, Planning Manager (ARI/FVI)	27-Jun-11	Maxwell Gwee	5-Apr-10
47	People of Seekon District	Sinoe	06-Oct-11	6-Aug-15	Robert Bestman, Chief Elder	3-Oct-11	Maxwell Gwee	16-Oct-09
48	People of Tarsue District	Sinoe	12-Aug-11	18-Mar-15	Augustus Abram for Forest Venture Inc.	27-Jun-11	Maxwell Gwee	5-Apr-10
49	People of Tchien	Grand Gedeh	12-Aug-11	18-Mar-15	Augustus Abram, Planning Manager Atlantic Resources	27-Jun-11	Maxwell Gwee	5-Apr-10
50	People of Teemor Section	Grand Bassa	23-May-11	24-Mar-15	Lee David Jr. - Chairman LSGTI	26-Apr-11	Maxwell Gwee	10-May-11
51	People of Teemor Section	Grand Bassa	18-Jul-11	2-Apr-15	Cllr. Benedict W. Holt, Jnr. - Resident Circuit Judge Presiding on Behalf of the People	26-Apr-11	Maxwell Gwee	5-Jul-11
52	People of Thienpo District	Grand Kru	31-Aug-10	N/A	N/A	23-Jul-10	George Miller	5-Apr-10
53	People of Trembo District	Grand Kru	31-Aug-10	N/A	N/A	23-Jul-10	George Miller	5-Apr-10

No.	Name(s)	Location(s)	Contract Date	PUP Application Date	Application Signatories	MLME Verification Letter Date	MLME Letter Signatory	FDA Verification Memorandum Date
54	People of Vahun District	Lofa	19-Dec-11	N/A	N/A	None	None	none
55	People of Voinjama District	Lofa	06-Oct-11	2-Aug-11 from Voinjama District; 5-Sept-11 from Atlantic Resources	Kebeh Willicor - Elder/ Voinjama District; August Abriham Planning Manager Atlantic Resources	3-Oct-11	Maxwell Gwee	16-Oct-09
56	People of Webbo & Nyenebo	Grand Gedeh	02-Dec-10	N/A	N/A	23-Jul-10	George Miller	5-Apr-10
57	People of Zaye Town, Doe Clan	Grand Bassa	17-Dec-11	19-Dec-13	Sarah S. Miller	8-Dec-10	David R. Blaye	12-Feb-10
58	People of Zleh Town, Gbao Administrative District	Grand Gedeh	03-Jun-11	7-Oct-14	James S. Kyne - Paramount Chief	27-Apr-11	Maxwell Gwee	24-May-11
59	People of Zoduia Section	Grand Cape Mount	10-Jan-11	21-Aug-14	Momo Kundukai Kiadii - Clan Chief, Edwin J. Sandimanie-Youth Chair, Boakai Congoe Zoduah - Chief Elder, Jartu Sambola Sirleaf - Paramount Chief	16-Nov-10	John Nylander	none
60	People of Zorzor District	Lofa	06-Oct-11	1-Sept-11 from Voinjama District; 5-Sept-11 from Atlantic Resources	Edward Boikai - Chief Elder; August Abriham Planning Manager Atlantic Resources	3-Oct-11	Maxwell Gwee	16-Oct-09
61	People of Zulo Clan	Bong	04-Jan-11	23-Nov-14	Joseph K. Tartee - Paramount Chief	14-Dec-10	Maxwell Gwee	25-Oct-10
62	People of Zuzon Section	Grand Bassa	18-Jul-11	2-Apr-15	Cllr. Benedict W. Holt, Jr. - Resident Circuit Judge Presiding on Behalf of the People	26-Apr-11	Maxwell Gwee	5-Jul-11
63	Tartweh-Drapoh Management & Development Committee (TDRMDC)	Sinoe	19-Aug-10	N/A	N/A	16-Apr-10	Maxwell Gwee	10-Aug-09

ANNEX 3: Land Commission Report

Preliminary Report on the Validation of Deeds for the PUP Investigative Body Conducted by the Land Commission

Overview

The Land Commission, at the request of the Special Independent Investigative Body appointed by the President to look into the PUP debacle, has over the last few weeks commenced a thorough vetting exercise to validate the authenticity of some fifty nine (59) deeds which formed the basis for the granting of PUP contracts. The Land Commission has been specifically requested to provide a report outlining the methodology used to conduct the document search, to obtain certification from CNDRA and the Ministry of Foreign Affairs (MF) on the existence of evidence or lack thereof of the fifty nine deeds in their records, and conclusions regarding the validity of the deeds with regards to “whether the deed qualifies as a Private Deed under the definition set in the NFRL Section 5.6.”

We appreciate this demonstration of confidence and trust in the ability of the Land Commission to perform this all important task, with every assurance that this task will be performed with the highest degree of integrity, mindful of the Commission’s pivotal role in defining land rights as we develop the overall land rights policy. This report is a partial fulfillment of our work and includes the following:

- Brief description of the methodology used in carrying out the deeds validation exercise.
- Observations and finding as per individual deeds.
- Recommendations

The Commission attaches utmost importance to this exercise being undertaken by the PUP Investigative body. PUPs represent a significant land use rights category which covers a sizable portion of Liberia’s land area. In this specific instance it appears that private land rights intended to be used as the basis for issuing PUPs was inappropriately assigned to community deeded land with collective property rights, for which the Community Rights Law should instead be applied. As a result Communities throughout Liberia are faced with the frightening prospect of losing their forest without receiving any significant revenue or compensation from logging operations being undertaken on community land.

The Commission is concerned that the misinterpretation of land rights which facilitated the misapplication of land use rights, with regards to the issuance of PUPs, will undermine efforts to develop and implement a land rights policy for dealing with private, public and community land which is being developed by the Commission. The Commission is hopeful that as a result of this investigation appropriate measures will be taken to insure that land/property rights and associated land use rights for private, public and community lands are properly applied.

Methodology

The following methodology was used in carrying out this deed validation exercise:

For conducting desk review of document:

- Review and examine deeds and other document for each PUP
- Create database/spreadsheet and enter data for each PUP (see attached spreadsheet)
- Examine and analyze data for each deed
 - Check and crosscheck signatures and dates for contradictions and irregularities
 - Check relevant signatures and dates against tenure periods of signatories
- Highlight and record all inconsistencies and irregularities on all PUP deeds

For conducting searches and document verification at the MFA and CNDRA:

- Conducted site visit to locate and inspect documents (copies of deeds and register)
- Categorize and index all deeds by land rights types/categories (Public land, Aborigine Land Deed etc.)
- Examine deed register to verify record (and if possible copy) of deed for each PUP
 - Check for and record signatures and date (for President, Secretary/Minister and probate officer)
 - Check for year issued and year probated
- Examine Certified Copy register at the MFA and CNDRA to verify all certified copies of PUP deeds
- Crosscheck data from deed and certified copy registers against data from database/spreadsheet for all PUP deeds and certificate copy of deeds
- Highlight and record all irregularities, conflicting or contradictory information on deeds and certified copy of deeds.

Observations and Findings

All deeds have not been thoroughly vetted; those that have been are indicated on the attached spreadsheet. The following observations and findings were based upon through examination of information gathered using the methodology outlined above in relation to the following features on the deeds and other documents that were examined for respective PUP (see attached spreadsheet for details).

- County in which PUP is located
- Land rights type, i.e. type of deed
- Date original deed or certified copy of original deed issued
- Name and signatures of President, Secretary/Minister and probate officer on deed or certified copy
- Establishing whether deed was probated or not and date of probation

1. All deeds are certified copies; among those examined
 - One is mutilated
 - 4 with original deeds, all of which have no evidence of ever being probated

- 5 are incomplete or unsigned
 - 13 have no evidence of being probated
2. Two of the land rights documents establishing private ownership, which was used as the basis for awarding PUPs, were Tribal Certificates.
 3. 38 of the deeds are Aborigine Land Grants or Aborigine Land Deeds; four of which have no documentation at MFA or CNDRA. The rest of these deeds need further examination.
 4. 16 of the deeds are Public Land Sales Deeds. All of the ones examined so far have some irregularities as indicated on the attached spreadsheet; the rest of these need further investigation.
 5. One of the deeds is an incomplete Government Grant Deed.
 6. All except 4 are deeded in the name of "the people of ..." which in the opinion of the Land Commission makes the property in question community land and as such, for logging purposes, should be regulated under the Community Rights Law and not awarded PUP status.

The Land Commission will need more time to conduct further investigation of the all deeds including searches for collaborating documentations at the MFA and the CNDRA to definitively establish the authenticity of all 59 of these PUP deeds. However preliminary findings from all of the deeds and documents examined and vetted so far have uncovered sufficient consistent pattern of inconsistencies and irregularities that has led to the following recommendations.

Recommendations

1. Nearly all of the Certified Copies of deeds which we have examined have multiple irregularities, such as dating and signature inconsistencies. Signature fraud appears widespread. As such **the Commission cannot authenticate the validity of any of these Certified Copies of either Public Land Sales deeds, Aborigine Deeds or Aborigine Land Grant. We therefore recommend that additional time be given the Commission to complete a thorough search and review of records and documents at the Ministry of Foreign Affairs (MFA) and the CNDRA in order to obtain certification from CNDRA and the MFA on the existence of evidence or lack thereof of the fifty nine deeds in their records. This will enable the Commission to reach final conclusions regarding the validity of each deed.**
2. All deeds as titled, except for the Public Land Sale deeds, explicitly imply collective land ownership as applied to customary land rights. Customary land rights confer upon communities' ownership along with use and management rights. **The Commission therefore recommends that all PUPs awarded on the basis of land deeded to "the people of ..." be cancelled and appropriate licenses be issued for community logging and forestry activities under the provisions of the Community Rights Law (CRL).**
3. **PUPs granted on the basis of the two (2) Tribal Certificates and the Government Grant Deed, which are clearly not private deeds, be cancelled.**

ANNEX 4: List of Interviewees and Interviews

	NAME	COMPANY	DATE	Location
1	Steven Wureh	Environmental Protection Agency	11/8/2012	Monrovia
2	Varney Conneh	Environmental Protection Agency	11/8/2012	Monrovia
3	Wogbeh	FDA Boss (Former)	11/10/2012	Monrovia
4	Benedict Sagbeh	Forestry Development Authority	11/12/2012	Monrovia
5	AMn Mian	SGS	11/12/2012	Monrovia
6	Sebastian Shredder	SGS	11/12/2012	Monrovia
7	McCrug Carey	SGS	11/12/2012	Monrovia
8	Augustus Atram	Atlantic Resources	11/13/2012	Monrovia
9	William Eid	Forest Ventures	11/13/2012	Monrovia
10	Everest Midwest	Forest Ventures	11/13/2012	Monrovia
11	Benjamin Kofi	Southeast Resources	11/13/2012	Monrovia
12	H. K. Worg	Nature Oriented Timber Company	11/13/2012	Monrovia
13	Isaac Manreh	Scpdu Development Corp.	11/14/2012	Monrovia
14	Mary Kpoto	Lofa Development Corporation	11/16/2012	Monrovia
15	3ai Gbooneh	Pecpte of Darbu Town	11/16/2012	Monrovia
16	Jerry Tamje	Pecpte of Dartu Town	11/16/2012	Monrovia
17	Cooper, Vtorita	DENCO Incorporated	11/17/2012	Monrovia
18	Sam Ross	Lands. Mires and Energy	11/19/2012	Monrovia
19	George Y. Miller	Lands. Mires and Energy	11/19/2012	Monrovia
20	Max-A-ell Sieh Gbee	Lands. Mires and Energy	11/19/2012	Monrovia
21	Florence Chenowerh	Ministry of Agriculture / FDA Board	11/20/2012	Monrovia
22	Sizi Sjtah	Ministry of Agriculture / FDA Board	11/20/2012	Monrovia
23	Various Port Workers	Operations in Suchanan Port	11/28/2012	Buchanan
24	Fores: Venture. Inc. Log Yard	Forest Venture, Inc.	11/28/2012	Buchanan
25	Jo River Community		11/29/2012	io River, River Cess
26	Fores: Venture Fores: Camp		11/29/2012	io River, River Cess
27	People of Zaye Town		11/30/2012	Zaye Town Community, Grand Bassa County
28	Fores: Camp for Global Lcggirg	Global Legging	11/30/2012	Zaye Town Community, Grand Bassa County
29	Various Port Workers	Operations in Greenville Port	12/1/2012	Greenvilte
30	Atlantic Resources Log Yard	Atlantic Resource. Ltd.	12/1/2012	Greenvilte
31	Tartweh ard Drapo Communitis		12/1/2012	Tubmanvilte. Sinoe County
32	Dugbeh River Community		12/1/2012	Dugbe River, Sinoe County
33	Boltoh. Dorbor, & Feneto		12/2/2012	New Town, Grand Kru County
34	Jloh Community		12/2/2012	Jloh, Grand Kru County
35	Atlantic Resource, Ltd. Bush Camp 2	Atlantic Resource. Ltd.	12/2/2012	Grank Kru County
36	Wakpo Town		12/2/2012	Grand Kru County
37	Zteh Town Community		12/4/2012	ZJeh Town. Grand Gedeh County
38	Hon. Jefferson Karmo		12/12/2012	Monrovia

Annex 5: Analysis and Findings of Individual PUPs

PUP-1: Lofa Development Corporation – Mary Kpoto

Date issued: November 25, 2009
PUP Holder: Lofa Development Corporation
Land Owner: Mary Kpoto
Operator: ECOWOOD
Contract Duration: 3 years
PUP Location: Lofa County
Land area Granted for PUP: 1,395 hectares
Total Deeded Land Area: 13,390 hectares

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. Application

There are no letter of application and no FDA technical report attached to the PUP Contract, however submissions by Ecowood, the operator, included an unsigned letter dated October 29, 2008 purportedly from Mary Kpoto, Managing Director of Lofa Development Corporation (LDC) to John Woods, FDA Managing Director requesting a PUP on a 32, 957.5-acre tract of land said to have been deeded to her late husband Hon. Keikura B. Kpoto. The letter also indicated that Lofa Development Corporation had entered an agreement with Texas International Incorporation (TII) to plan and implement commercial logging on 6,000 hectares of the total 13,337.42 hectares (32, 957.5 acres). Under cover of a second letter dated February 13, 2009 from Lofa Development Corporation signed by Mary Kpoto as Managing Director the following were claimed to have been submitted to the FDA: 1) a management plan, 2) proof of probated contract between LDC and TII, 3) FDA technical report, 4) a list of logging equipment available to TII, and 5) a copy of TII's prequalification certificate. However, the SIIB did not receive any copy of the management plan and the list of logging equipment.

2. Land Deed

The deed presented is a certified copy of a Public Land Deed from the Republic of Liberia to Keikura B. Kpoto certified by David M. Farhat, Acting Minister of Foreign Affairs, on February 25, 1987. It is said to have been granted for 32,957.5 acres of land and signed by President William V.S. Tubman on February 3, 1964 and probated on February 25, 1964.

3. Deed Verification by MLME

Verification of the land deed was contained in a letter dated November 19, 2008 from Dr. Eugene H. Shannon, Minister of Lands, Mines and Energy to FDA Acting Managing Director E. Ekema A. Witherspoon in which Minister Shannon indicated that the land deed had been "*verified by our technical team of the Ministry.*" The letter makes reference to an attached map which was not received by the SIIB.

4. FDA Field Visitation Report

The findings of the FDA Technical Team in an internal memorandum dated November 27,

2008 includes, among other things, that the area “*lies 100% in the Forest Management Contract Area “O”*”, and that “*the area is home of some protected wildlife animal species.*” Based on these and other findings, the team recommended that a PUP be granted and that

- “*The area of Kpoto’s land which overlapped with the Wologizi Proposed Protected Area should be subtracted and transfer to other forested areas within Kpoto’s Deeded land property.*”
- “*The total overlap of Kpoto’s Deeded land into the Proposed Protected Area is 1,395 hectares or 3,447 acres.*”

5. Name Change

Ecowood presented documents to the effect of change of their name from Texas International Inc. to Ecowood in the forms of a letter to Mary Kpoto dated August 16, 2010 and an acknowledgment letter from FDA dated September 30 2010.

6. Social Agreement

A Social Agreement signed on May 5, 2010 between TII and LDC and attested by FDA is generally very vague in terms of the obligations and responsibilities of the parties. The agreement claims that “... *the FDA secured a statement on behalf of the affected communities around the contract area that they intend to negotiate a social agreement...*” The SIIB did not receive copy of this statement. Apart from mention of the word “community” in the agreement, there is no explicit benefit to any affected community. An amendment of the social agreement signed by the same signatories on the original social agreement on November 11, 2011 obliges Ecowood to pay US \$0.50 per cubic meter of log exported, complete an access road to the village of Nwaylihun, reinforce all bridges with Ekki wood, and construct two multi-use buildings of four rooms each. The two affected communities referred to in the amendment to the social agreement (Nwaylihun and Darbu) were not parties to the amendment or the original agreement.

In addition to these documents, Ecowood also provided the following documentations:

1. Probated Forest Management Agreement between LDC and TII

This is five-year agreement signed on December 27, 2008 and probated on December 30, 2008 effective as of the date of issuance of a “Permit of License” to TII by the FDA. Considering this “Permit of License” to be the Harvesting Certificate issued to forest operators, the effective date of the agreement would be determined as June 1, 2010, which is the date of issuance of a Harvesting Certificate to TII by FDA. In the agreement, TII obliged itself to pay 10% of gross sales logging products.

2. Complain by the People of Darbu Town

The SIIB received a letter of complaint dated October 18, 2012 from Zubah W. Kponeh purporting to be the Representative of Darbu Town against Mary Kpoto/Ecowood for alleged illegal logging and illegal occupation and falsely claiming ownership of the Darbu Town land. The complaint further alleged that the community had not benefitted from the logging operation and raises among other things the following issues

- That the deed presented to FDA based on which the PUP was granted is not authentic

and indicating specifically that the deed claims to be recorded in volume 5, pages 494-496 in the record of Lofa County when according to a reliable source at the Ministry of Foreign Affairs there is no volume 5 at the National Archives;

- That the Kpoto's land according to the deed is located in Kolahun District when in fact Ecowood is engaged in logging activities in their forest in Voinjama District;
- That the PUP was issued to Mary Kpoto by the FDA without the involvement of the forest-dependent communities;
- That the company's operations has caused serious environmental damage and water pollution which situation was brought to the attention of Hon. Galakpai Kottimai, Lofa County Superintendent;
- That dating back to April 2010 the forest-dependent communities have complained to the FDA, Superintendent Galakpai Kortimai, the National Bureau of Investigation, etc. with no resolution, despite the involvement and representation of their legal counsels, Kemp & Associates;
- That failure to get redress after all the attempts indicated above, the Darbu people have filed a law suit which is pending before the Civil Law Court.

Discussion of Issues

1. Annual Harvesting Certificate

In accordance with Section 5.6(c)(iii) of the NFRL a Harvesting Certificate was issued on June 1, 2010 to LDC/TTI but the certificate shows only the date of issuance with no effective date and no end date. Based on the fact that the PUP has been in operation for three years, there should be an Annual Harvesting Certificate for each year of operation in accordance with Section 5.6(c)(iii) of the NFRL. However, no evidence was provided by Ecowood, LDC/Mary Kpoto, or the FDA to this effect. Furthermore the Harvesting Certificate issued on June 1, 2010 indicates that an environmental impact assessment had be completed but no evidence of this was contained in the documentations presented to the SIIB.

2. Business Plan

There is no evidence of a business plan; there is evidence and no evidence of demonstration of technical and financial capacity of LDC/Mary Kpoto nor of TII as required by Section 5.6(d)(iv) of the NFRL.

3. Land Management Plan

A letter from LDC to FDA dated February 13, 2009 lists a management plan as one of five items submitted in support of their application for PUP, however no copy was included along with the PUP contract or otherwise submitted to the SIIB. There is therefore not sufficient evidence that Section 5.6(d)(v) of the NFRL was complied with.

4. Social Agreement

In compliance with Section 5.6(d)(vi) of the NFRL, a Social Agreement signed on May 5, 2010 between TII and LDC and attested by FDA is generally very vague in terms of the obligations and responsibilities of the parties. The agreement claims that "... the FDA secured

a statement on behalf of the affected communities around the contract area that they intend to negotiate a social agreement...” The SIIB did not receive copy of this statement. Apart from mention of the word “community” in the agreement, there is no explicit benefit to any affected community. An amendment of the social agreement signed by the same signatories on the original social agreement on November 11, 2011 obliges Ecowood to pay US \$0.50 per cubic meter of log exported, complete an access road to the village of Nwaylihun, reinforce all bridges with Ekki wood, and construct two multi-use buildings of four rooms each. The two affected communities referred to in the amendment to the social agreement (Nwaylihun and Darbu) were not parties to the amendment or the original agreement.

5. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report indicates three cardinal findings which are in variance with the spirit of the Forest Management Strategy. These include:

- This PUP “*lies 100% in the Forest Management Contract Area “O”*”;
- The Kpoto’s deeded land overlaps with the proposed Wologizi Protected Area by 1,395 Hectares; and
- The PUP area “*is home of some protected wildlife animal species.*”

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The duration of this PUP license is three years effective November 25, 2009 and ended November 24, 2012. This PUP license has therefore expired.
3. The PUP was granted outside the spirit of the National Forest Strategy due to overlaps with other forest uses as determined by the FDA Field Validation Report.

Recommendations

1. The GOL should evoke the appropriate legal proceedings to cancel this PUP license.
2. The GOL should ensure that just and fair benefits are provided to the affected communities.
3. The GOL should investigate the complain of the Darbu community and if
 - a. their claim of encroachment into their forest is found to be true, the operator should pay to the community the full and just proceeds it received from the sale of all logs felled in the encroached area based on arms-length price determination for the volume and species of logs identified to have been harvested in encroached forest.
 - b. their claim of water and other environmental pollutions are found to be true, the operator should bear the cost of mitigating the pollution and restoration of water sources for the community.
 - c. either or both of the claims above are found to be true, a just and fair penalty should be imposed on the operator

PUP-2: Geetroh Community Forest Management Organization (GECFMO)

Date issued: April 23, 2010
PUP Holder: Geetroh Community Forest Management Organization (GECFMO)
Land Owner: Geetroh Chiefdom
Operator: Universal Forestry Corporation
Contract Duration: *“Contract shall be valid for fifteen (11) years”*
PUP Location: Butaw District, Sinoe County
Land area Granted for PUP: 22,831 hectares
Total Deeded Land Area: 250,000 acres

In addition to the PUP, other documents included with the license are:

1. Application

There was no letter of application included with the PUP license submitted by FDA. However, in a submission received from Universal Forestry Company (UFC), a letter from Geetroh Community Forest Management Organization (GECFMO) to FDA dated January 21, 2010 requested that FDA issues a PUP to UFC. The FDA Verification Memorandum dated October 16, 2009 references a request from Mr. Kyung of UFC requesting authentication of the deed, however a copy of the communication and the circumstances precipitating the request by UFC was not a part of the record.

2. Land Deed

The deed presented is a copy of an original Public Land Sale Deed dated January 6, 1952 signed by President William V.S. Tubman.

3. Deed Verification by MLME

A report from the Director of Archives at MFA dated October 26, 2009 in response to a request from MLME stating that due to the mutilation of volume 80-A, the deed was not found. However, a deed index-card with information related to the deed was found.

A letter from Edwin Boakai, County Surveyor of Sinoe County dated March 29, 2010 indicating that based on his verified of the metes and bounds, he confirms the existence of the land.

MLME signed by Maxwell C.F. Gwee stated that based on the report from Edwin Boakai, MLME declared the deed verified and correct. No reference is made to the report from MFA.

4. FDA Field Verification Memorandum

The FDA Memo from Augustine B.M. Johnson dated October 16, 2009 indicating that 77.54% of the deeded area overlaps with proposed protected areas, various FMCs, and TSCs. Johnson recommends that the PUP is issued on 22,831 (the unencumbered portion of the deeded land. Additional, Johnson findings show the deeded land area is 1,478 acres larger than what is indicated on the deed. The FDA field visit preceded the request from the landowner for a PUP.

5. GECFMO Articles of Incorporation

An undated copy of the Articles of Incorporation for GECFMO showing it was notarized on June 9, 2009 is included.

Discussion of Issues

1. Application

The Deed was granted to “Geetroh Chiefdom.” Thus, there needed to be a showing that consent was sought and obtained from the Chiefdom. The FDA Verification Memorandum states the verification was completed based on a request from UFC in 2009. The landowner did not request a PUP until 2010. If FDA acted upon the information received from UFC, the company was required to demonstrate that consent from the landowner was obtained. Further, even the application letter from the GECFMO was insufficient to demonstrate consent.

2. PUP License

The term of years for the PUP license is ambiguous. The license has a duration of “fifteen (11) years.” It is impossible for the SIIB or anyone to determine the term of years for the license.

3. Compliance with Section 5.6

There is no evidence that the requirements of Section 5.6 of the NFRL were met prior to the issuance of the PUP. None of the documents received by the SIIB indicate that FDA reviewed a business plan, operation plan, or that UFC completed an environmental impact assessment. UFC received its EIA Permit on 1/20/12, twenty (21) months after the issuance of the PUP and well after it began operating. On January 9, 2012, UFC was fined by the EPA for operating without a permit. In a response to EPA dated January 17, 2012, UFC references a EIA permit fee payment receipt dated March 7, 2011. It is unclear if EPA responded to UFC, however the EIA Permit was issued 1/20/2012. Even if UFC paid the EIA permit fee, it still operated without an EIA permit as under EPA Guidelines, payment of the permit fee is no guarantee that the permit will be granted.

UFC does not have a valid Annual Harvesting Certificate as required by Section 5.6(c)(iii). The Certificate submitted by UFC has no effective or termination date, thus it is unclear to the SIIB when it was issued. The Certificate claims that all requirements have been met, including approval of an EIA Permit. This claim would only be true if the Harvesting Certificate was issued after January 20, 2012 – well after UFC began its operations.

4. Payments by UFC

UFC also made payments in excess of \$87,000 for the benefit of GECFMO. All payments were signed for by Mr. Bernard Davies, Executive Director of GECFMO. It is unclear whether these payments were deposited into any an account for GECFMO as required by the NFRL. At least two checks totaling \$15,000 paid in April 2012 were made payable directly to Bernard Davies.

Recommendations

1. The PUP was granted under a collectively held deed, which is a violation of CRL Section 2.3
2. The PUP violated substantive provisions fo the NFRL and must be cancelled under Section 5.1 for failure to comply with the legal requirements for the license.
3. GECFMO should be audited and Bernard Davies should be investigated for unjust enrichment.

PUP-3: The People of Zaye Town, Doe Clan, District # 1 Grand Bassa County

Date issued: 17 December 2010
PUP Holder: People of Zaye Town, Doe Clan
Land Owner(s): Plato, Ella, Elwood, & Amanda Autridge
Operator: Global Logging Company
Contract Duration: *“two and half years (3.34) years”*
PUP Location: Number One District, Grand Bassa County
Land Area Granted for PUP: 5,564.27 hectares
Total Land Area indicated in PUP: 13,743.74 hectares (with Certificate of Correction)
Total Deeded Land Area: 1,200 acres (485.62 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:**1 PUP Application**

There is a letter to the FDA dated December 18, 2009 signed by Sarah S. Miller expressing interest in harvesting logs on her supposedly private land and indicating that a copy of her land deed was attached. A second letter also from Sarah Miller dated January 22, 2010 to FDA explains that *“The land was bought in my children’s name, at the time my late husband was alive, they are: Plato, Elwood, Ella, [and] Admanda Autridge and they all are in America.”* She further explains in the letter that *“presently I am married to Mr. Sher A. Miller, that is why my name is not on the deed. But I control the land presently.”*

2 Land Deed

The deed is a Public Land Sale Deed for 1,200 acres (485.62 hectares) granted to Plato, Ella, Elwood, & Amanda Autridge on December 17, 1979 under the signature of President William R. Tolbert. The deed is a copy of the original, and the page with the probation information is not provided.

3 Deed Verification by MLME

Verification of the land deed is contained in a memorandum dated December 8, 2010 from David R. Blaye, Resident County Surveyor who submitted his verification directly to the FDA instead of through his boss due to his boss’ absence and time constraint. The verification memorandum indicates that Sarah S. Miller’s actual land size on the ground is more than 28-times larger than the size stipulated on the deed. The Resident County Surveyor therefore issued a *“Certificate of Correction”* to increase the land size from 1,200 acres (485.62 hectares) as stipulated on the land deed to 13,743.74 hectares.

4 FDA Field verification Report

The findings of the FDA Technical Team in an internal memorandum dated Friday, February 12, 2010 include, among other things:

- *“A minute portion of Miller’s property overlapped with TSC A-1 Tarpeb Timber Company and Akewa Group of Companies, Inc.”*
- *“Technically Sarah Miller’s property deed description and total land mass is 10,406 acres, rather than 1,200 acres.”*

The FDA Field Verification Report recommended that the PUP license be granted for “10,406 acres (4,213 hectares)”.

5 Legal Power of Attorney

The documentation attached to the PUP license also includes a Legal Power of Attorney signed on December 6, 2010 by Arthur Karr, Sirleaf Garpue, Mordeh Marley, Munah Gbar, and Arthur Glaymah, all of Zaye Town and empowering Sarah S. Miller as their Attorney-in-Fact in all matters related to their legally owned property which is indicated two separate places in the document as 8,800 acres and 12,543.74 hectares, respectively.

Discussion of Issues

1. Application

The PUP application on file is from Sarah S. Miller who is not the land owner, and there is no evidence of permission from the land owners. The PUP license is issued to the People of Zaye Town, however the deed provided shows that the land belongs to a group of four individuals (Plato, Ella, Elwood, & Amanda Autridge). This is in clear violation of Section 5.6(c)(i) of the NFRL.

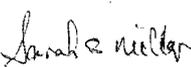
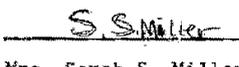
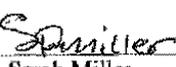
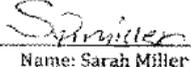
2. Land Deed

The PUP license is based on a Public Land Sale Deed owned by four individuals, namely Plato, Ella, Elwood, & Amanda Autridge who are not the holders of the PUP license. The community in whose name the PUP license is issued is not the land owner. In a meeting held between the SIIB and Zaye Town residents on November 29, 2012 in Zaye Town, community members indicated that they are not aware that there is a deed in the names children of Sarah S. Miller (Plato, Ella, Elwood, & Amanda Autridge). What they remember is that in 1979 her late “boyfriend” who hails from the town convince the chiefs, elders and citizenry of the town to obtain a deed in the name of the community for the community land volunteering to spearhead the process. According to the townspeople in the November 29, 2012 meeting, he conducted a survey in 1979 following which he informed the citizenry of the town that he had obtained the deed in the name of the community for the community land. It was during that meeting that the community realized for the first time that the deed prepared in 1979 had not been in the community’s name, but instead in the names of the children of Sarah S. Miller.

3. Possible Fraud and Legality of Contract

a. Different Signatures of Sarah S. Miller

The signatures of Sarah S. Miller are different on all documents in the PUP license as indicated the table below.

Signature on Letter of December 18, 2009	Signature on Letter of January 22, 2010	Signature on PUP License	Signature on Social Agreement
 Sarah S. Miller	 Mrs. Sarah S. Miller.	 Sarah Miller	 Name: Sarah Miller Title: Attorney in Fact

Deeded Area Less than PUP Area

The area of the PUP license is more than 28-times the deeded land area. The rationale for this arbitrary land allocation is based on a “Certificate of Correction” purportedly issued by the Resident County Surveyor of Grand Bassa County to correct a perceived error in the land deed which has no legal basis.

b. Duration of PUP License

The duration indicated in the PUP license is “two and half years (3.34) years”. It is unclear whether this is two and half years as written in words or 3.34 years as written in figures.

4. Failure to Comply with the Requirements for Conducting Forestry Activities**a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management**

There is no evidence of compliance with and/or fulfillment of the requirements of Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that “*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.*” The social agreement presented by Sarah S. Miller is between the Chiefs, Elders, and Citizens of Zaye Town who it is claimed in the document are represented by “*their Attorney-in-Fact Sarah Miller*” and Global Logging Company. This interposes the following legal issues:

- There is no evidence of Sarah Miller being the Attorney-in-Fact for the Chiefs, Elders, and Citizens of Zaye Town. The Legal Power of Attorney included with the PUP license is by five residents of Zaye Town empowering Sarah Miller as their Attorney-in-Fact for their property.
- Assuming that Sarah Miller is indeed the Attorney-in-Fact for the Chiefs, Elders, and Citizens of Zaye Town, this would still be a violation because the Chiefs, Elders, and Citizens are neither applicants nor land owners.
- Sarah S. Miller, as applicant, is required by law to enter into the social agreement in her own name and not as an Attorney-in-Fact nor as any other representative for any other person(s). By signing as an Attorney-in-Fact for the Chiefs, Elders, and Citizens of Zaye Town and not in her own name, Sara S. Miller cannot be deemed to have satisfied the requirements of the law.
- Global Logging Company is neither the applicant for the PUP License nor is it the land owner and can therefore not be either of those two parties in the Social Agreement.

The Social Agreement provides four key benefits to the community explicitly stated: a royalty payment of US\$3.00 on every cubic meter of log exported, construction of a school valued at US\$30,000 in the first year, construction of a clinic valued at US\$30,000 during the second year, and construction of a market building valued at US\$20,000 during the third year. A fifth benefit, the provision of local scholarship, is vaguely stipulated as “*twenty ten*” local scholarships annually. Notwithstanding these provisions in the Social Agreement, the community indicated to the SIIB during the November 29, 2012 meeting in Zaye Town that apart from an amount of US\$8,000 provided to the community for the construction of a school, none of these benefits

have reached the community. The SIIB was shown the outline of a foundation for the school which construction has stalled due to the abandonment of the project by the contractor. Due to this stalled project, the community informed the SIIB that the investor has withheld the payment of all other benefits to the community to date.

c. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report indicates a portion of the Miller's property overlaps with TSC A-1 Tarpeh Timber Company and Akewa Group of Companies, Inc. but not mention is made for resolving this overlap.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (iii) – (vi), 5.6(f), and 5.6(h).
3. The PUP was granted outside the spirit of the National Forest Strategy due to overlaps with other forest uses as determined by the FDA Field Validation Report.
4. The duration of the contract is ambiguous.
5. The community claims that the land belongs them and is not the personal property of the children of Sarah S. Miller. They claim to have been deceived in the preparation of the land deed.
6. The Social Agreement between Sarah Miller and the Global Logging Company is bogus and invalid.
7. The community has not benefitted from the operation of the forest.

Recommendations

1. The GOL should evoke the appropriate legal proceedings to cancel this PUP license.
2. The GOL should ensure that just and fair benefits are provided to the affected communities.
3. The GOL should investigate the claim of deception by the Zaye Town community during the preparation of the deed and if found to be valid, Sarah S. Miller and the operator should be made to pay just compensation to the community.

PUP-4: The People of Karluway District

Date issued: August 31, 2010
PUP Holder: People of Karluway
Land Owner(s): People of Karluway
Operator: Atlantic Resources
Contract Duration: 17 years
PUP Location: Maryland County
Land Area Granted for PUP: 28,847 hectares
Total Land Area indicated in PUP: "71,252.09 acres/28,847 hectares"
Total Deeded Land Area: 31,010 acres (12,549.3 hectares) + 40,272 acres (16,297.5 hectares) = 71,282 acres (28,846.8 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. PUP Application**

There is no evidence of letter of application among the submissions received by the SIIB from the community to the FDA requesting a PUP, neither was there an application from an authorized representative of the community. The FDA verification memorandum dated April 5, 2010 refers to a communication from Atlantic Resources, Ltd. Dated February 7, 2010 requesting the issuance of PUPs for eight (8) different community forests including the Karluway #1 & 2, however copy of this February 7, 2010 letter from Atlantic Resources to FDA was not made available to the SIIB.

2. Land Deed

Two certified copies of Aborigines Deeds are attached to the PUP license signed by President Tubman on October 14, 1953 and August 9, 1954, respectively; for 40,272 acres (16,297.5 hectares) and 31,010 acres (12,549.3 hectares), respectively for a combined area of 71,282 acres (28,846.8 hectares); and for the chiefs, elders and citizens of Karluway # 1 & # 2, and Karluway # 1, respectively. The deeds were certified by the Ministry of Foreign Affairs on June 10 and June 20, 1975, respectively.

3. Deed Verification by MLME

The deeds were verified by a letter dated July 23, 2010 and signed by George Y. Miller, Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documents submitted for verification were also counter checked by the Ministry of Foreign Affairs, and admonished the FDA to include the County or Resident Surveyors during the field verification in order to avoid delay.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 reports that the verification exercise was conducted during the period March 12-29, 2012 for six PUP areas – Trenbo, Lower & Upper Jloh, Bolloh, Karluway, Webbo & Nyenebo, and Thienpo. The report lists the nine technical team members including Philip K. Joeklo, Regional Forester for Region #4 at FDA; among other things, the findings indicate that there are no overlaps with the Karluway #1 & #2 deeded land and that the area is home to some protected wildlife animal species.

Discussion of Issues

1. No Evidence of Permission from Landowner

There is no evidence of an application for this PUP either from the community or from an authorized representative. Reference is made in the FDA Field Verification Report to a letter of application dated February 7, 2010 for a PUP from Atlantic Resources, Ltd. However there is no evidence of the community giving Atlantic Resources, Ltd. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf.

2. Land Ownership Right Ineligible for PUP

The PUP contract is based on two Aborigines Grant deeds for the people of Kaluway #1 and Karluway #1 & #2, respectively. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

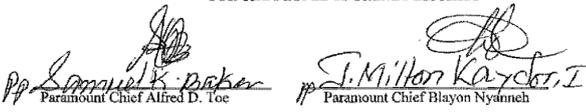
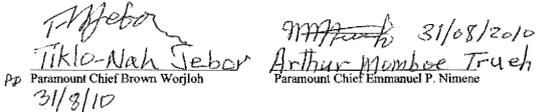
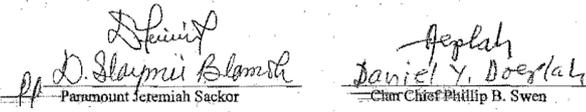
3. Possible Fraud and Legality of Contract

a. Falsification of FDA Field Validation Report

In an interview on December 2, 2012, the FDA’s Regional Forester for Region 4, Philip Joekolo, informed the SIIB that at no time did FDA conduct field verification of this area. He indicated further that the reference made to a visitation to the area in the FDA Validation Report of April 5, 2010 was in fact awareness conducted by the FDA of the CRL and not a validation of visit of PUP lands as claimed in the validation report. With this information from the regional head of FDA who is listed in the FDA Validation Report of April 5, 2010 as one of the members of the team that conducted the validation, the SIIB is led to belief that the said validation report was in fact manufactured in Monrovia and no validation exercise was conducted by the FDA.

b. Falsified Proxy-Signatures on PUP Licenses

The SIIB has observed that the PUP licenses for the six PUP areas mentioned in the FDA Field Validation Report of April 5, 2010, including Karluway, which the SIIB believes was falsified, were all proxy-signed for the purported representatives of the respective communities as shown in the table below:

<p style="text-align: center;">The People of Trenbo</p> <p style="text-align: center;">FOR THE PEOPLE OF TRENBO DISTRICT</p>  <p>PP Samuel K. Parker Paramount Chief Alfred D. Toe</p> <p>PP J. Milton Kayser, I Paramount Chief Blayon Nyandeh</p>	<p style="text-align: center;">The People of Jloh</p> <p style="text-align: center;">FOR THE PEOPLE OF JLOH</p>  <p>PP Tiklo-Nah Sebor Paramount Chief Brown Worjloh 3/13/10</p> <p>PP Arthur Mumbee Trueh Paramount Chief Emmanuel P. Nimene 3/10/2010</p>
<p style="text-align: center;">The People of Bolloh, Dorbor & Feneto</p> <p style="text-align: center;">FOR THE PEOPLE OF BOLLOH, DORBOR & FENETO DISTRICT</p>  <p>PP D. Slaymii Blamsh Paramount Jeremiah Sackor</p> <p>PP Daniel Y. Doeglah Chief Phillip B. Swen</p>	<p style="text-align: center;">The People of Karluway</p> <p style="text-align: center;">FOR THE PEOPLE OF KARLUWAY</p>  <p>PP Emmanuel H. Nimene Paramount Chief Emmanuel H. Nimene</p> <p>PP Richard W. Nimene General Town Chief Richard W. Nimene</p>
<p style="text-align: center;">The People of Webbo & Nyenebo</p> <p style="text-align: center;">FOR THE PEOPLE OF JLOH</p>  <p>PP Amos Caezor Paramount Chief Amos Caezor</p> <p>PP James Nagbe Clan Chief James Nagbe</p>	<p style="text-align: center;">The People of Thienpo</p> <p style="text-align: center;">For The People of Thienpo</p>  <p>PP Benjamin C. Quayeson Elder Benjamin C. Quayeson</p> <p>PP Benjamin J. J. J. Benjamin J. J. J.</p>

- c. With the exception of the People of Webbo & Nyenebo PUP, all of these PUP licenses were signed on the same date, August 31, 2010.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is also no evidence of a social agreement between the land owners (the People of Karluway #1 & #2) and the applicant (not specified in the documentations submitted) as per the requirements of Section 5.6(c)(vi) of the NFRL.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the people of Karluway in violation of Section 2.3(b) of the CRL.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

PUP-5: The People of Trenbo

Date issued: August 31, 2010
PUP Holder: People of Trenbo
Land Owner(s): People of Trenbo
Operator: Atlantic Resources
Contract Duration: 8 years
PUP Location: Grand Kru County
Land Area Granted for PUP: 14,089 hectares
Total Land Area indicated in PUP: "34,813 acres/14,089 hectares"
Total Deeded Land Area: 34,813 acres

In addition to the PUP, other critical documents forming part of the PUP contract are:**5. PUP Application**

There is no evidence of letter of application among the submissions received by the SIIB from the community to the FDA requesting a PUP, neither was there an application from an authorized representative of the community. The FDA verification memorandum dated April 5, 2010 refers to a communication from Atlantic Resources, Ltd. Dated February 7, 2010 requesting the issuance of PUPs for eight (8) different community forests including Trenbo, however copy of this February 7, 2010 letter from Atlantic Resources to FDA was not made available to the SIIB.

6. Land Deed

A certified copy of an Aborigines Deeds is attached to the PUP license signed by President Tubman on April 6, 1954 for 34,813 acres (14,088.3 hectares) for the Chief, Elders and Citizens of Trenbo District. The deed was probated on April 30, 1954 and the certification date by the Ministry of Foreign Affairs is not legible.

7. Deed Verification by MLME

The deed was verified by a letter dated July 23, 2010 and signed by George Y. Miller, Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documents submitted for verification were also counter checked by the Ministry of Foreign Affairs, and admonished the FDA to include the County or Resident Surveyors during the field verification in order to avoid delay.

8. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 reports that the verification exercise was conducted during the period March 12-29, 2012 for six PUP areas – Trenbo, Lower & Upper Jloh, Bolloh, Karluway, Webbo & Nyenebo, and Thienpo. The report lists the nine technical team members including Philip K. Joeklo, Regional Forester for Region #4 at FDA; the findings made no mention of the Trenbo area except to say that it is located in Grand Kru and shares common border with Atlantic Resource, Ltd.

Discussion of Issues**1. No Evidence of Permission from Landowner**

There is no evidence of an application for this PUP either from the community or from an

authorized representative. Reference is made in the FDA Field Verification Report to a letter of application dated February 7, 2010 for a PUP from Atlantic Resources, Ltd. However there is no evidence of the community giving Atlantic Resources, Ltd. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf.

2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Trenbo District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

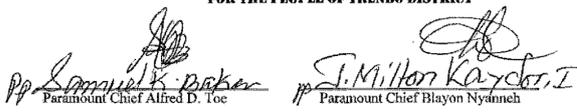
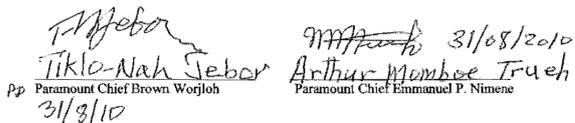
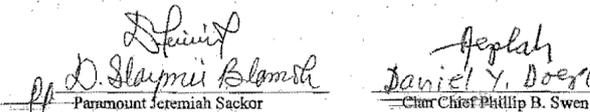
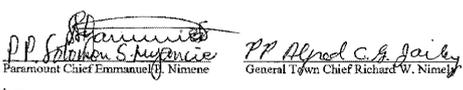
3. Possible Fraud and Legality of Contract

a. Falsification of FDA Field Validation Report

In an interview on December 2, 2012, the FDA’s Regional Forester for Region 4, Philip Joekolo, informed the SIIB that at no time did FDA conduct field verification of this area. He indicated further that the reference made to a visitation to the area in the FDA Validation Report of April 5, 2010 was in fact awareness conducted by the FDA of the CRL and not a validation of visit of PUP lands as claimed in the validation report. With this information from the regional head of FDA who is listed in the FDA Validation Report of April 5, 2010 as one of the members of the team that conducted the validation, the SIIB is led to belief that the said validation report was in fact manufactured in Monrovia and no validation exercise was conducted by the FDA.

b. Falsified Proxy-Signatures on PUP Licenses

The SIIB has observed that the PUP licenses for the six PUP areas mentioned in the FDA Field Validation Report of April 5, 2010, including Trenbo, which the SIIB believes was falsified, were all proxy-signed for the purported representatives of the respective communities as shown in the table below:

The People of Trenbo	The People of Jloh
<p style="text-align: center;">FOR THE PEOPLE OF TRENBO DISTRICT</p>  <p>PP Samuel K. Parker Paramount Chief Alfred B. Toe</p> <p>PP J. Milton Kaydet, I Paramount Chief Blayon Nyaneh</p>	<p style="text-align: center;">FOR THE PEOPLE OF JLOH</p>  <p>PP Tiklo-Nah Sebor Paramount Chief Brown Worjloh 31/3/10</p> <p>PP Arthur Numbwe Trueh Paramount Chief Emmanuel P. Nimene 31/08/2010</p>
The People of Bolloh, Dorbor & Feneto	The People of Karluway
<p style="text-align: center;">FOR THE PEOPLE OF BOLLOH, DORBOR & FENETOERO DISTRICT</p>  <p>PP D. Slaymii Blamih Paramount Jeremiah Sackor</p> <p>PP Daniel Y. Doegla Chief Phillip B. Swen</p>	<p style="text-align: center;">FOR THE PEOPLE OF KARLUWAY</p>  <p>PP Emmanuel S. Nymene Paramount Chief Emmanuel P. Nimene</p> <p>PP Richard W. Nimely General Town Chief Richard W. Nimely</p>
The People of Webbo & Nyenebo	The People of Thienpo

PUP-6: The People of Bolloh, Dorbor & Fenetoe

Date issued: August 31, 2010
 PUP Holder: People of Bolloh, Dorbor & Fenetoe
 Land Owner(s): People of Bolloh, Dorbor & Fenetoe
 Operator: Atlantic Resources
 Contract Duration: 9 years
 PUP Location: Grand Kru County
 Land Area Granted for PUP: 15,604 hectares
 Total Land Area indicated in PUP: “38,543 acres/15,604 hectares”
 Total Deeded Land Area: 34,813 acres

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. PUP Application**

There is no evidence of letter of application among the submissions received by the SIIB from the community to the FDA requesting a PUP, neither was there an application from an authorized representative of the community. The FDA verification memorandum dated April 5, 2010 refers to a communication from Atlantic Resources, Ltd. Dated February 7, 2010 requesting the issuance of PUPs for eight (8) different community forests including Bolloh, Dorbor & Fenetoe, however copy of this February 7, 2010 letter from Atlantic Resources to FDA was not made available to the SIIB.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on September 20, 1953 for 38,543 acres (15,597.7 hectares) for the Chief, Elders and Citizens of Bolloh, Dorbor & Fenetoe District. The deed was probated on September 30, 1953 and certified by the Ministry of Foreign Affairs on May 12, 1975 under the signature of C. Cecil Dennis, Jr. as minister.

3. Deed Verification by MLME

The deed was verified by a letter dated July 23, 2010 and signed by George Y. Miller, Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documents submitted for verification were also counter checked by the Ministry of Foreign Affairs, and admonished the FDA to include the County or Resident Surveyors during the field verification in order to avoid delay.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 reports that the verification exercise was conducted during the period March 12-29, 2012 for six PUP areas – Trenbo, Lower & Upper Jloh, Bolloh, Karluway, Webbo & Nyenebo, and Thienpo. The report lists the nine technical team members including Philip K. Joeklo, Regional Forester for Region #4 at FDA. Among other things, the findings indicate that the Bolloh deeded land falls within the Grand Kru Proposed Protected Area and recommends that “*a compromise of Tiehnpo, Bolloh, Upper & Lower Jloh deeded land which falls directly within the Grand Kru Proposed Protected area be reached to avoid problems.*”

Discussion of Issues**1. No Evidence of Permission from Landowner**

There is no evidence of an application for this PUP either from the community or from an

authorized representative. Reference is made in the FDA Field Verification Report to a letter of application dated February 7, 2010 for a PUP from Atlantic Resources, Ltd. However there is no evidence of the community giving Atlantic Resources, Ltd. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf.

2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Bolloh, Dorbor & Fenetoe District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

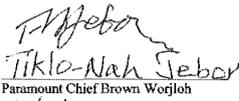
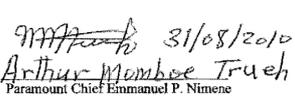
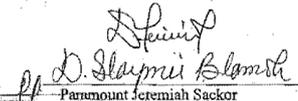
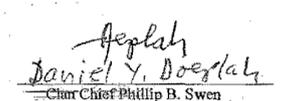
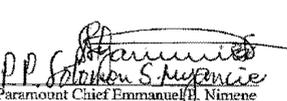
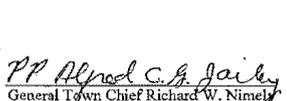
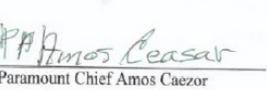
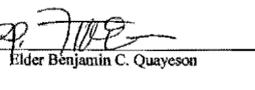
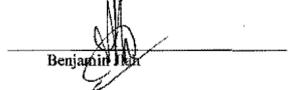
3. Possible Fraud and Legality of Contract

a. Falsification of FDA Field Validation Report

In an interview on December 2, 2012, the FDA’s Regional Forester for Region 4, Philip Joekolo, informed the SIIB that at no time did FDA conduct field verification of this area. He indicated further that the reference made to a visitation to the area in the FDA Validation Report of April 5, 2010 was in fact awareness conducted by the FDA of the CRL and not a validation of visit of PUP lands as claimed in the validation report. With this information from the regional head of FDA who is listed in the FDA Validation Report of April 5, 2010 as one of the members of the team that conducted the validation, the SIIB is led to belief that the said validation report was in fact manufactured in Monrovia and no validation exercise was conducted by the FDA.

b. Falsified Proxy-Signatures on PUP Licenses

The SIIB has observed that the PUP licenses for the six PUP areas mentioned in the FDA Field Validation Report of April 5, 2010, including Bolloh, Dorbor & Fenetoe, which the SIIB believes was falsified, were all proxy-signed for the purported representatives of the respective communities as shown in the table below:

The People of Trenbo	The People of Jloh
<p style="text-align: center;">FOR THE PEOPLE OF TRENBODISTRICT</p>  <p>PP Samuel K. Parker Paramount Chief Alfred D. Toe</p>  <p>PP I. Milton Kaydor, I Paramount Chief Blayon Nyanneh</p>	<p style="text-align: center;">FOR THE PEOPLE OF JLOH</p>  <p>PP Tiklo-Nah Sebor Paramount Chief Brown Worjloh 31/8/10</p>  <p>PP Arthur Mumbwe Trueh Paramount Chief Emmanuel P. Nimene 31/08/2010</p>
The People of Bolloh, Dorbor & Feneto	The People of Karluway
<p style="text-align: center;">FOR THE PEOPLE OF BOLLOH, DORBOR & FENETOERO DISTRICT</p>  <p>PP D. Slaymii Blamsh Paramount Jeremiah Sackor</p>  <p>PP Daniel Y. Doegdal Clan Chief Phillip B. Swen</p>	<p style="text-align: center;">FOR THE PEOPLE OF KARLUWAY</p>  <p>PP Solomon S. Nyenise Paramount Chief Emmanuel Nimene</p>  <p>PP Alfred C. G. Jaily General Town Chief Richard W. Nimely</p>
The People of Webbo & Nyenebo	The People of Thienpo
<p style="text-align: center;">FOR THE PEOPLE OF JLOH</p>  <p>PP Amos Caesor Paramount Chief Amos Caesor</p>  <p>PP James Nagbe Clan Chief James Nagbe</p>	<p style="text-align: center;">For The People of Thienpo</p>  <p>PP Benjamin C. Quayeson Elder Benjamin C. Quayeson</p>  <p>Benjamin</p>

- c. With the exception of the People of Webbo & Nyenebo PUP, all of these PUP licenses were signed on the same date, August 31, 2010.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* The social agreement presented by Atlantic Resources, Ltd. is between Bolloh District, the land owners, and Atlantic Resources, Ltd. This interposes the following legal issues:

There is no evidence of Atlantic Resources, Ltd. being the applicant for the PUP; nor is there any evidence that Atlantic Resources, Ltd. is authorized by the land owners to act on their behalf. Therefore, Atlantic Resources, Ltd. cannot be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides three key benefits to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled, to *“begin”* the construction of a school valued at US\$14,500 towards the end of the second year of operation, and the construction of a clinic valued at US\$12,500 toward the end of the third year. Notwithstanding these provisions in the Social Agreement, the community indicated to the SIIB during a meeting held with the community in New Town, Grand Kru County on December 2, 2012 no benefits have been paid to the community to date.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the people of Bolloh, Dorbor & Fenetor in violation of Section 2.3(b) of the CRL.
4. The Social Agreement between Bolloh District and Atlantic Resources, Ltd. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

PUP-7: The People of Thienpo

Date issued: August 31, 2010
PUP Holder: People of Thienpo
Land Owner(s): People of Thienpo
Operator: Atlantic Resources
Contract Duration: 7 years
PUP Location: River Gee County
Land Area Granted for PUP: 11,193 hectares
Total Land Area indicated in PUP: "27,646 acres/11,193 hectares"
Total Deeded Land Area: 27,646 acres (11,187.9 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is no evidence of letter of application among the submissions received by the SIIB from the community to the FDA requesting a PUP, neither was there an application from an authorized representative of the community. The FDA verification memorandum dated April 5, 2010 refers to a communication from Atlantic Resources, Ltd. Dated February 7, 2010 requesting the issuance of PUPs for eight (8) different community forests including Thienpo, however copy of this February 7, 2010 letter from Atlantic Resources to FDA was not made available to the SIIB.

2. Land Deed

A certified copy of an Aborigines Deeds is attached to the PUP license signed by President Tubman on September 9, 1954 for 27,646 acres (11,187.9 hectares) for the Chief, Elders and Citizens of Thienpo District. The deed was probated on September 24, 1954 and certified by the Ministry of Foreign Affairs on May 12, 1976 under the signature of C. Cecil Dennis, Jr. as minister.

3. Deed Verification by MLME

The deed was verified by a letter dated July 23, 2010 and signed by George Y. Miller, Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documents submitted for verification were also counter checked by the Ministry of Foreign Affairs, and admonished the FDA to include the County or Resident Surveyors during the field verification in order to avoid delay.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 reports that the verification exercise was conducted during the period March 12-29, 2012 for six PUP areas – Trenbo, Lower & Upper Jloh, Bolloh, Karluway, Webbo & Nyenebo, and Thienpo. The report lists the nine technical team members including Philip K. Joeklo, Regional Forester for Region #4 at FDA. Among other things, the findings indicate that the area on the Thienpo land deed falls within the designated Proposed Protected Area and recommends that "*a compromise of Tiehnpo, Bolloh, Upper & Lower Jloh deeded land which falls directly within the Grand Kru Proposed Protected area be reached to avoid problems.*"

Discussion of Issues

1. No Evidence of Permission from Landowner

There is no evidence of an application for this PUP either from the community or from an authorized representative. Reference is made in the FDA Field Verification Report to a letter of application dated February 7, 2010 for a PUP from Atlantic Resources, Ltd. However there is no evidence of the community giving Atlantic Resources, Ltd. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf.

2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Thienpo District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

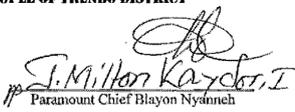
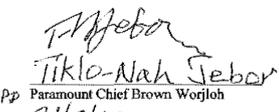
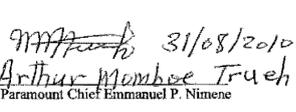
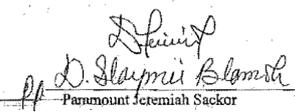
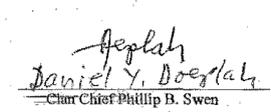
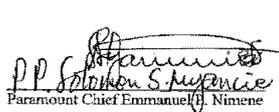
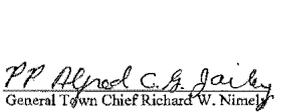
3. Possible Fraud and Legality of Contract

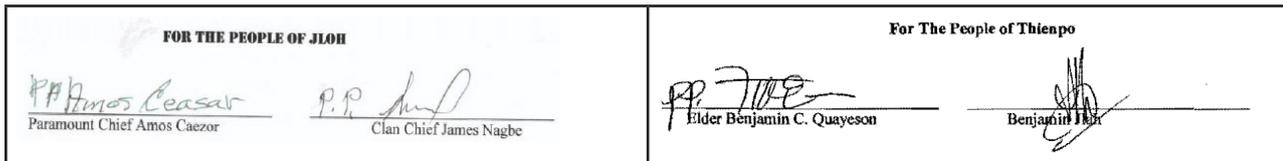
a. Falsification of FDA Field Validation Report

In an interview on December 2, 2012, the FDA’s Regional Forester for Region 4, Philip Joekolo, informed the SIIB that at no time did FDA conduct field verification of this area. He indicated further that the reference made to a visitation to the area in the FDA Validation Report of April 5, 2010 was in fact awareness conducted by the FDA of the CRL and not a validation of visit of PUP lands as claimed in the validation report. With this information from the regional head of FDA who is listed in the FDA Validation Report of April 5, 2010 as one of the members of the team that conducted the validation, the SIIB is led to belief that the said validation report was in fact manufactured in Monrovia and no validation exercise was conducted by the FDA.

b. Falsified Proxy-Signatures on PUP Licenses

The SIIB has observed that the PUP licenses for the six PUP areas mentioned in the FDA Field Validation Report of April 5, 2010, including Thienpo, which the SIIB believes was falsified, were all proxy-signed for the purported representatives of the respective communities as shown in the table below:

<p style="text-align: center;">The People of Trenbo</p> <p style="text-align: center;">FOR THE PEOPLE OF TRENBO DISTRICT</p>  <p>PP <u>Samuel D. Toe</u> Paramount Chief Alfred D. Toe</p>  <p>PP <u>J. Milton Kayder, I</u> Paramount Chief Blayon Nyannah</p>	<p style="text-align: center;">The People of Jloh</p> <p style="text-align: center;">FOR THE PEOPLE OF JLOH</p>  <p>PP <u>Tiklo-Nah Sebor</u> Paramount Chief Brown Worjloh 31/8/10</p>  <p>PP <u>Arthur Mombae Trueh</u> Paramount Chief Emmanuel P. Nimene 31/08/2010</p>
<p style="text-align: center;">The People of Bolloh, Dorbor & Feneto</p> <p style="text-align: center;">FOR THE PEOPLE OF BOLLOH, DORBOR & FENETOEBO DISTRICT</p>  <p>PP <u>D. Stephen Blamoh</u> Paramount Jeremiah Sackor</p>  <p>PP <u>Daniel Y. Doestaly</u> Chief Phillip B. Swen</p>	<p style="text-align: center;">The People of Karluway</p> <p style="text-align: center;">FOR THE PEOPLE OF KARLUWAY</p>  <p>PP <u>Solomon S. Nyanjie</u> Paramount Chief Emmanuel J. Nimene</p>  <p>PP <u>Alfred C. K. Jaily</u> General Town Chief Richard W. Nimely</p>
<p style="text-align: center;">The People of Webbo & Nyenebo</p>	<p style="text-align: center;">The People of Thienpo</p>



- c. With the exception of the People of Webbo & Nyenebo PUP, all of these PUP licenses were signed on the same date, August 31, 2010.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is also no evidence of a social agreement between the land owners (the People of Thienpo) and the applicant (not specified in the documentations submitted) as per the requirements of Section 5.6(c)(vi) of the NFRL.

5. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report, despite being viewed by the SIIB as falsified, indicates that the Thienpo land area falls within the Grand Kru Proposed Protected Area, which is clearly inconsistent with the Forest Management Strategy.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the people of Thienpo in violation of Section 2.3(b) of the CRL.
4. The PUP was granted outside the spirit of the National Forest Strategy the land area falls with the Grand Kru Proposed Protected Area as determined by the FDA Field Validation Report.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

PUP-8: The People of Lower & Upper Jloh District, Grand Kru County

Date issued: August 31, 2010
 PUP Holder: People of Lower & Upper Jloh
 Land Owner(s): People of Lower & Upper Jloh
 Operator: Atlantic Resources
 Contract Duration: 25 years
 PUP Location: Grand Kru County
 Land Area Granted for PUP: 65,073 hectares
 Total Land Area indicated in PUP: "160,795 acres/65,073 hectares"
 Total Deeded Land Area: 30,177 acres (12,212.1 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is no evidence of letter of application among the submissions received by the SIIB from the community to the FDA requesting a PUP, neither was there an application from an authorized representative of the community. The FDA verification memorandum dated April 5, 2010 refers to a communication from Atlantic Resources, Ltd. Dated February 7, 2010 requesting the issuance of PUPs for eight (8) different community forests including Lower & Upper Jloh, however copy of this February 7, 2010 letter from Atlantic Resources to FDA was not made available to the SIIB.

2. Land Deed

An incomplete certified copy of an Aborigines Deeds is attached to the PUP license with no page for the president's signature missing for 30,177 acres (12,212.1 hectares) for the Chief, Elders and Citizens of Lower & Upper Jloh District. The deed was certified by the Ministry of Foreign Affairs on June 20, 1974 under the signature of C. Cecil Dennis, Jr. as minister, and the page with the probate information is also missing.

3. Deed Verification by MLME

The deed was verified by a letter dated July 23, 2010 and signed by George Y. Miller, Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documents submitted for verification were also counter checked by the Ministry of Foreign Affairs, and admonished the FDA to include the County or Resident Surveyors during the field verification in order to avoid delay.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 reports that the verification exercise was conducted during the period March 12-29, 2012 for six PUP areas – Trenbo, Lower & Upper Jloh, Bolloh, Karluway, Webbo & Nyenebo, and Thienpo. The report lists the nine technical team members including Philip K. Joeklo, Regional Forester for Region #4 at FDA. Among other things, the findings indicate that the area on the Lower & Upper Jloh land are falls within in the Grand Kru Proposed Protected Area and recommends that "*a compromise of Tiehnpo, Bolloh, Upper & Lower Jloh deeded land which falls directly within the Grand Kru Proposed Protected area be reached to avoid problems.*"

Discussion of Issues

1. No Evidence of Permission from Landowner

There is no evidence of an application for this PUP either from the community or from an authorized representative. Reference is made in the FDA Field Verification Report to a letter of application dated February 7, 2010 for a PUP from Atlantic Resources, Ltd. However there

is no evidence of the community giving Atlantic Resources, Ltd. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf.

2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Lower & Upper Jloh District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

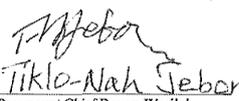
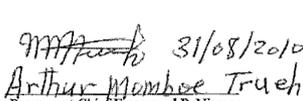
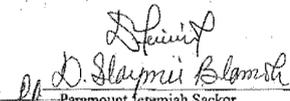
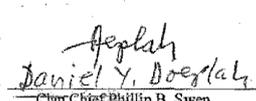
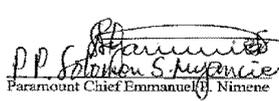
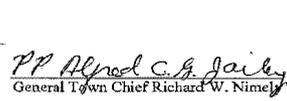
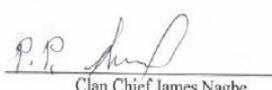
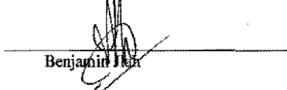
3. Possible Fraud and Legality of Contract

a. Falsification of FDA Field Validation Report

In an interview on December 2, 2012, the FDA’s Regional Forester for Region 4, Philip Joekolo, informed the SIIB that at no time did FDA conduct field verification of this area. He indicated further that the reference made to a visitation to the area in the FDA Validation Report of April 5, 2010 was in fact awareness conducted by the FDA of the CRL and not a validation of visit of PUP lands as claimed in the validation report. With this information from the regional head of FDA who is listed in the FDA Validation Report of April 5, 2010 as one of the members of the team that conducted the validation, the SIIB is led to belief that the said validation report was in fact manufactured in Monrovia and no validation exercise was conducted by the FDA.

b. Falsified Proxy-Signatures on PUP Licenses

The SIIB has observed that the PUP licenses for the six PUP areas mentioned in the FDA Field Validation Report of April 5, 2010, including Lower & Upper Jloh, which the SIIB believes was falsified, were all proxy-signed for the purported representatives of the respective communities as shown in the table below:

<p align="center">The People of Trenbo</p> <p align="center">FOR THE PEOPLE OF TRENBO DISTRICT</p>  <p>PP Samuel's Baker Paramount Chief Alfred D. Toe</p>  <p>PP I. Milton Kayden I Paramount Chief Blayon Nyannah</p>	<p align="center">The People of Jloh</p> <p align="center">FOR THE PEOPLE OF JLOH</p>  <p>PP Tiklo-Nah Sebor Paramount Chief Brown Worjloh 31/8/10</p>  <p>31/08/2010 Arthur Mumboe Trueh Paramount Chief Emmanuel P. Nimene</p>
<p align="center">The People of Bolloh, Dorbor & Feneto</p> <p align="center">FOR THE PEOPLE OF BOLLOH, DORBOR & FENETOEBO DISTRICT</p>  <p>PP D. Slaymii Blamoh Paramount Jeremiah Sackor</p>  <p>PP feplah Daniel Y. Doeglah Clan Chief Phillip B. Swen</p>	<p align="center">The People of Karluway</p> <p align="center">FOR THE PEOPLE OF KARLUWAY</p>  <p>PP Solomon S. Nyencie Paramount Chief Emmanuel P. Nimene</p>  <p>PP Alfred C. G. Jaily General Town Chief Richard W. Nimeloh</p>
<p align="center">The People of Webbo & Nyenebo</p> <p align="center">FOR THE PEOPLE OF JLOH</p>  <p>PP Amos Caesor Paramount Chief Amos Caesor</p>  <p>PP J. Nagbe Clan Chief James Nagbe</p>	<p align="center">The People of Thienpo</p> <p align="center">For The People of Thienpo</p>  <p>PP J. Quayeson Elder Benjamin C. Quayeson</p>  <p>Benjamin</p>

c. During a meeting the SIIB held with the Jloh community on December 2, 2012 in Jloh, Grand Kru County, Oliver S. Trueh, Chairman of Community Forest Manage-

ment Committee, confessed to the SIIB that PUP contract was signed in early 2012 and back dated to August 31, 2010 based on the suggestion of FDA and Atlantic Resources, Ltd.

- d. The community members in the December 2, 2012 meeting further informed the SIIB that none of them knows the purported Paramount Chief Emmanuel P. Nimene who signed the PUP on behalf of the community. They informed the SIIB that there has never been a paramount chief by the name of Emmanuel P. Nimene.
- e. With the exception of the People of Webbo & Nyenebo PUP, all of these PUP licenses were signed on the same date, August 31, 2010.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is also no evidence of a social agreement between the land owners (the People of Lower & Upper Jloh) and the applicant (not specified in the documentations submitted) as per the requirements of Section 5.6(c)(vi) of the NFRL.

5. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report, despite being viewed by the SIIB as falsified, indicates that the Lower & Upper Jloh land area falls within the Grand Kru Proposed Protected Area, which is clearly inconsistent with the Forest Management Strategy.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on a partial Aborigines Grant Deed for the people of Lower & Upper Jloh in violation of Section 2.3(b) of the CRL.
4. The PUP was granted outside the spirit of the National Forest Strategy the land area falls with the Grand Kru Proposed Protected Area as determined by the FDA Field Validation Report.
5. The PUP was falsified by FDA and Atlantic Resources, Ltd.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

PUP-9: People of Zotaa District

This PUP is included on the FDA Board Report, but the SIIB did not receive a copy from FDA, the companies, communities, or any individual.

PUP-10: Tartweh-Drapoh Resources Management And Development Committee (TDRMDC)

Date issued: August 19, 2010

PUP Holder: Tartweh-Drapoh Development Management Committee

Land Owner(s): Tartweh and Drapoh

Operator: Atlantic Resources

Contract Duration: 20 years

PUP Location: Kpayan District, Sinoe County

Land Area Granted for PUP: 33,162 hectares

Total Land Area indicated in PUP: “112,537 acres/45,543 hectares”

Total Deeded Land Area: 100,000 acres (40,468.5 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is no letter of application attached to this PUP license.

2. Land Deed

A certified copy of a Public Land Sale Deed is attached to the PUP license purportedly signed by President Tubman on June 4, 1962 for 100,000 acres (40,468.5 hectares) for Tartweh and Drapoh and their heirs, executors, administrators, and assigns. The deed was probated on September 3, 1962 and certified by the Ministry of Foreign Affairs on October 25, 1999 under the signature of George W. Wallace deputy as minister.

3. Deed Verification by MLME

The deed was verified by a letter dated April 16, 2010 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister/DLS&C at the MLME who informed the FDA that the MLME found the deed “*genuine and valid*”.

4. FDA Field Verification Report

An internal FDA memorandum dated August 10, 2009 and addressed to Kendrick F. Johnson as Acting Managing Director reports that the verification exercise was conducted from August 4 – 9, 2009, and found, among other things, that Tartweh/Drapoh deeded land overlaps with the Sarpo National Park by 439 hectares and also with the University of Liberia forest by 11,942 hectares. The technical report then recommends for the PUP to be granted for the entire land area purported owned by Tartweh and Drapoh, as well as recommending that the overlaps areas be subtracted.

5. Articles of Incorporation of Tartweh-Drapoh Resource Management and Development Committee (TDRMDC)

The PUP also contains the articles of incorporation of TDRMDC signed on February 25, 2003 by six incorporators including Brown N. Wisseh, who co-signed the PUP as Co-Chairman of TDRMDC.

Discussion of Issues

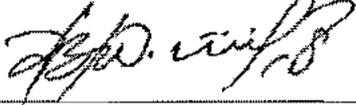
1. Land Ownership Right Ineligible for PUP

The PUP contract is based on Public Land Sale deed for Tartweh and Drapoh and their heirs, executors, administrators, and assigns. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. Inconsistent Signatures of PUP Signatory

The SIIB observes that the signature of Brown N. Wisseh is not the same on the PUP and the articles of incorporation as shown below.

Signature on PUP	Signature on Articles of Incorporation
 _____ Brown N. Wesseh/Co-Chairman-TDRMDC	 _____ Brown N. Wesseh INCORPORATOR

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. This PUP license is granted based on a Public Land Sale Deed for Tartweh and Drapoh and their heirs, executors, administrators, and assigns in violation of Section 2.3(b) of the CRL.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.

PUP-11: The People of Doblí Clan

Date issued: January 4, 2011
PUP Holder: **People of Doblí Clan**
Land Owner(s): **People of Doblí Clan**
Operator: Bargo & Bargo / Sun Yeung Corporation
Contract Duration: 4.8 years
PUP Location: Bong County
Land Area Granted for PUP: 8,078 hectares
Total Land Area indicated in PUP: *“19,960 acres/8,078 hectares”*
Total Deeded Land Area: Deed area is not legible on deed provided

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. PUP Application**

There is letter of application written by Joseph K. Tarte, Paramount Chief. He wrote on behalf of Zulo, Lorla, Doblí clans. There is no evidence that he was authorized by the community to act on their behalf. The application was dated November 22, 2010.

2. Land Deed

The deed attached to Doblí is barely legible and the area or quantity of land is not visible. President Edwin Barclay supposedly signed the deed attached. The stamp of paramount chief Tarte is placed over the date the president signed.

3. Deed Verification by MLME

The MLME verified the deed attached to Doblí's PUP contract and sent a letter dated December 14, 2010 and signed by Maxwell C. F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME. He indicated in the letter that FDA should grant the PUP as he had carefully analyzed the technical information provided and after verification by the County surveyor, the documents were found to be correct and there exist no other claimants. Acting County Surveyor Joseph S. M. Melin certified that the land for Lorla, Doblí and Zulo are correct.

4. FDA Field Verification Report

The FDA writes a verification report on October 25, 2010 - that after a request from Alfred D. Bargo that a team of technician from the FDA proceeded to Bong County to do detail ground truthing and sightseeing. The team noted that a large portion of the forest is primary, and that Fauma's District deeded land area on the ground is larger than that stipulated in the deed submitted to FDA. The team recommended that the metes and bounds in the deed be changed appropriately to allow FDA surveyor to conduct a cadastral resurvey.

Discussion of Issues**1. No Evidence of Permission from Landowner**

- a. There is no evidence that the applicant had his authority from the community. Reference is made to a letter from Alfred Bargo, but that letter has not been filed and was not presented to the SIIB. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the landowner or person permitted in writing to apply on the landowner's behalf.

2. Land Ownership Right Ineligible for PUP

- a. The PUP contract does not have attached a legible land deed and one is needed to

determine the claims to land made by Dobli clan. In accordance with Section 2.3(b) of the CRL, the Dobli Clan land is collectively owned and such lands are better classified as a community forest and must therefore be operated under the framework of the CRL.

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is no social agreement between People of Dobli Clan and Bargo and Bargo amongst documents presented to the SIIB by FDA, company or the community.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted despite there being an inadequacy with deed attached to the PUP

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.

PUP-12: The People of Zodua

Date issued:	January 10, 2010
PUP Holder:	People of Zodua Section
Land Owner(s):	People of Zodua Section
Operator:	Red Wood Inc.
Contract Duration:	7 years
PUP Location:	Grand Cape Mount County
Land Area Granted for PUP:	11,324 hectares
Total Land Area indicated in PUP:	<i>“27,982 acres/11,324 hectares”</i>
Total Deeded Land Area:	Not Available/ the deed is not attached to PUP Document

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. PUP Application**

There is an application dated August 20, 2010 and signed by Momo Kundukai Kiadii, Clan Chief; Edwin J. Sandimanie, Youth Chairman; Boakai Congoe Zoduah, Chief Elder and approved Jartu Sambola Sirleaf.

2. Land Deed

The PUP for the People of Zodua Section has a Land Certificate attached. Several elders and not a President of Liberia sign the certificate.

3. Deed Verification by MLME

The deed was verified by the MLME and a letter dated June 27, 2011 and signed by John C. Nylander, Acting Minister. Minister Nylander indicated that the documentary evidence for full title claim is not sufficient, but that the People of Zodua Section presented sufficient evidence to show that they start an effort to gain title in 1973. The Minister said it was the responsibility of the government to assist these people to regularize their title. He directed the FDA to proceed with the issuance of a PUP.

4. FDA Field Verification Report

The FDA did not do a field visit as in the case of other PUP, but Armandu K. Daniels, Research Officer, Plantation and Natural Forest compile a report on the survey of affected communities around the forest of Redwood limited. The report noted that the forest is a salvage area that was logged previously. The timber species are sparsely distributed. The team that did the survey included FDA, Redwood and community members.

Discussion of Issues**1. No Evidence of Permission from Landowner**

The land is collectively owned and evidence so far point to an application that included chief and other members of the section. However, it is not shown how these individuals engage with the communities as a whole to get a mandate to act on their behalf.

2. Land Ownership Right Ineligible for PUP

The PUP contract has attached the land certificate signed by chiefs and not a President of Liberia. In accordance with Section 2.3(b) of the CRL, and the documentation available to the people, the lands should be classified as a community forest and must therefore be operated under the framework of the CRL.

3. Possible Fraud and Legality of Contract

There may not be a fraudulent behavior in this matter on the part of the people, but the FDA as the regulator should be in the position to alert the people that the license they are requesting

cannot be for PUP.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is a social agreement between Red wood Limited and the People of Zodua Section. The SA was entered on December 10, 2010. The social agreement indicates the construction of clinics and schools shall be done with proceeds of royalty from the forest given to the community. That redwood will work jointly with the community to build hand pumps, latrines and other community projects. Royalty to community shall be in the amount of US\$1.50 per cubic meter of trees fell.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license was granted despite the People of Zodua not having adequate ownership documents. The FDA should have point the People of Zodua to community forestry instead of PUP.
4. The PUP was issued in with FDA relying on inadequate documents.
5. That the Acting Minister of MLME John Nylander acted illegality as he did not have the power to abrogate the law to satisfy the give the People of Zodua with a PUP – especially when there was other options.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The FDA acted illegality by issuing the PUP and action should be taken against the Managing Director – Moses Wogbeh.

PUP-13: The People of Zulo Clan

Date issued: January 4, 2011
 PUP Holder: **People of Zulo Clan**
 Land Owner(s): **People of Zulo Clan**
 Operator: Bargo & Bargo / Sun Yeung Corporation
 Contract Duration: 14 years
 PUP Location: Bong County
 Land Area Granted for PUP: 23,306 hectares
 Total Land Area indicated in PUP: “57,589 acres/23,306 hectares”
 Total Deeded Land Area: Deed area is not legible on deed provided

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is letter of application written by Joseph K. Tartee, Paramount Chief. He wrote on behalf of Zulo, Lorla, Dobli clans. There is no evidence that he was authorized by the community to act on their behalf. The application was dated November 22, 2010.

2. Land Deed

The deed attached to Zulo is barely legible and the area or quantity of land is not visible. President Edwin Barclay supposedly signed the deed attached. The stamp of paramount chief Tartee is place over the date the president signed.

3. Deed Verification by MLME

The MLME verified the deed attached to Zulo’s PUP contract and sent a letter dated December 14, , 2010 and signed by Maxwell C. F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME. He indicated in the letter that FDA should grant the PUP as he had careful analyzing the technical information provided and after verification by the County surveyor, the documents were found to be correct and there exist no other claimants. Acting County Surveyor Joseph S. M. Melin certified that the land for Lorla, Dobli and Zulo are correct.

4. FDA Field Verification Report

The FDA wrote a verification report on October 25, 2010 - that after a request from Alfred D. Bargo that a team of technician from the FDA proceeded to Bong County to do detail ground truthing and sightseeing. The team noted that a large portion of the forest is primary, and that Fauma’s District deeded land area on the ground is larger than that stipulated in the deed submitted to FDA. The team recommended that the metes and bounds in the deed be change appropriately to allow FDA surveyor conducts a cadastral resurvey.

Discussion of Issues

1. No Evidence of Permission from Landowner

- a. There is no evidence that the applicant had his authority from the community. Reference is made to a letter from Alfred Bargo, but that letter has not being filed and was not presented to the SIIB. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the landowner or person permitted in writing to apply on the landowner’s behalf. .

2. Land Ownership Right Ineligible for PUP

- a. The PUP contract does not have attached a legible land deed and one is needed to

determine the claims to land made by Zulo clan. In accordance with Section 2.3(b) of the CRL, the Zulo Clan land is collectively owned and such lands are better classified as a community forest and must therefore be operated under the framework of the CRL.

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is no social agreement between People of Zulo Clan and Bargo and Bargo amongst documents presented to the SIIB by FDA, company or the community.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted despite there being an inadequacy with deed attached to the PUP

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.

PUP-14: The People of Lorla Clan

Date issued: January 4, 2011
PUP Holder: **People of Lorla Clan**
Land Owner(s): **People of Lorla Clan**
Operator: Bargo & Bargo / Sun Yeung Corporation
Contract Duration: 8 years
PUP Location: Bong County
Land Area Granted for PUP: 13,636 hectares
Total Land Area indicated in PUP: "59,381 acres/13,636 hectares"
Total Deeded Land Area: Deed area is not legible on deed provided

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. PUP Application**

There is letter of application written by Joseph K. Tartee, Paramount Chief. He wrote on behalf of Zulo, Lorla, Dobli clans. There is no evidence that he was authorized by the community to act on their behalf. The application was dated November 22, 2010.

2. Land Deed

The deed attached to Lorla is barely legible and the area or quantity of land is not visible. President Edwin Barclay supposedly signed the deed attached. The stamp of paramount chief Tartee is placed over the date the president signed.

3. Deed Verification by MLME

The MLME verified the deed attached to Lorla's PUP contract and sent a letter dated December 14, , 2010 and signed by Maxwell C. F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME. He indicated in the letter that FDA should grant the PUP as he had careful analyzing the technical information provided and after verification by the County surveyor, the documents were found to be correct and there exist no other claimants. Acting County Surveyor Joseph S. M. Melin certified that the land for Lorla, Dobli and Zulo are correct.

4. FDA Field Verification Report

The FDA writes a verification report on October 25, 2010 - that after a request from Alfred D. Bargo that a team of technician from the FDA proceeded to Bong County to do detail ground truthing and sightseeing. The team noted that a large portion of the forest is primary, and that Fauma's District deeded land area on the ground is larger than that stipulated in the deed submitted to FDA. The team recommended that the metes and bounds in the deed be change appropriately to allow FDA surveyor conducts a cadastral resurvey.

Discussion of Issues**1. No Evidence of Permission from Landowner**

- a. There is no evidence that the applicant had his authority from the community. Reference is made to a letter from Alfred Bargo, but that letter has not being filed and was not presented to the SIIB. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the landowner or person permitted in writing to apply on the landowner's behalf. .

2. Land Ownership Right Ineligible for PUP

- a. The PUP contract does not have attached a legible land deed and one is needed to determine the claims to land made by Lorla clan. In accordance with Section 2.3(b) of the CRL, the Lorla Clan land is collectively owned and such lands are better classified as a community forest and must therefore be operated under the framework of the CRL.

3. Failure to Comply with the Requirements for Conducting Forestry Activities**a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management**

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is no social agreement between People of Lorla Clan and Bargo and Bargo amongst documents presented to the SIIB by FDA, company or the community.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted despite there being an inadequacy with deed attached to the PUP

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.

PUP-15: DANCO/Monica Cooper

Date issued: April 14, 2009

PUP Holder: DANCO

Land Owner(s): Monica Cooper

Operator: None

Contract Duration: 2 years

PUP Location: Bong Mines Road, Bong County

Land Area Granted for PUP: 203 hectares

Total Land Area indicated in PUP: 203 hectares

Total Deeded Land Area: 499 acres (201.9 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. Application**

There is no letter of application attached to the PUP license.

2. Land Deed

Only the deed registration page is attached to the PUP license, about a third of which is illegible due to the poor quality of the photocopy. The information shown on the page indicates that the deed was probated on 14 April 2009. A partial deed submitted by Madam Monica Cooper to the SIIB shows one page with a partial description of the land and a map of the area. The partial description indicates that it is a Public Land Sale deed granted by President Ellen Johnson Sirleaf in consideration of payment of US\$430. The page of the deed gives a partial description of the meets and bounds and does not give the size of the land. The page with the completion of the meets and bounds and the President's signature were not included in the submission received by the SIIB. The attached maps indicate a land area of 499 acres. Upon noticing the incomplete deed, the SIIB requested Madam Monica Cooper to submit a full copy of the deed which she kindly accepted to do but never did.

3. Deed Verification by MLME

There is no verification memo from MLME attached to the PUP.

4. FDA Field Visitation Report

The findings of the FDA Technical Team in an internal memorandum dated January 15, 2009 and published in the Wednesday, April 22, 2009 edition of the Daily Observer submitted to the SIIB by Madam Cooper includes, among other things that

- “12.5% or 26 hectares (63.5 acres) of Cooper's property overlapped with the Bong Range Proposed Protected Area.”
- “Monica Cooper's deeded land area is larger than what is stipulated in the deed submitted to FDA (Deed reported 499 acres; actual area calculated is 508 acres.”

The Technical Team members listed in the report are: John D. Kantor, Sr.; Jangar S. Kamara; and Augustine B. Johnson

Discussion of Issues

1. Omission of Required Documentation and Refusal to Submit Complete Copy of Land Deed

The PUP license lacks many of the required documentation as indicated above. In the case of the partial land deed included with the PUP license and the partial submission of her land deed, Madam Monica Cooper did not honor the SIIB request to submit a full copy of her purported land deed.

2. Consistency with the Forest Management Strategy

The finding of the FDA Field Validation Report that 12.5% of this PUP area overlaps with a proposed protected area is clearly at variance with the National Forest Management Strategy. This finding was however completely ignored by the FDA in granted the PUP license for the entire deeded land area.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The PUP license was granted despite lack of evidence of full copy of a land deed.
3. The duration of this PUP license is two years effective April 14, 2009 and ended April 13, 2011. This PUP license has therefore expired.
4. The PUP was granted in noncompliance with the National Forest Strategy.

Recommendations

1. Prior to any possible renewal of this PUP license, FDA must ensure that the land is complete and verified as being authentic by the Land Commission.

PUP-16: The People of Doe's Chieftom

Date issued: January 17, 2011
PUP Holder: Doe Chieftom Community Forest Management Committee
Land Owner: Chief Siaway and his People of Doe Clan
Operator: N/A
Contract Duration: 25 years
PUP Location: Nimba County
Land area Granted for PUP: 79,263 hectares (195,863 acres)
Total Deeded Land Area: 198,920 acres

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. Application

A letter dated June 2, 2010 from the Doe Chieftom Community Forest Management Committee requesting that FDA validated Doe Chieftom's deeded land for the purposes of issuing a PUP. The letter is signed by George C.M. Soumie, Secretary General of the Doe FMC and approved by Cllr. Cooper W. Kruah, Sr., Chairman of the Doe FMC.

2. Land Deed

The deed is a certified copy of a Public Land Grant given by President William V.S. Tubman on December 13, 1949. The deed is granted under the Act of 1905 that authorizes such grants to Aborigines for agricultural purposes. The deed expressly limits the grant for agricultural use and requires one fourth is maintained as a reservation or the deed is null and void. The deed prohibits the sale or assignment of the land without the consent of the Government.

3. MLME Verification Letter

In response to a request from Moses Wogbeh dated October 11, 2010, the MLME Verification Letter dated December 7, 2010 indicated that in accordance with the review completed by the Nimba County Surveyor, the PUP should be granted.

The Nimba County Surveyor's Report dated November 15, 2010 states a survey of the land was completed on November 11, 2010, that the land exists, and there is no dispute as to ownership.

4. FDA Verification Memorandum

The FDA Memorandum is dated June 20, 2010, stating the field verification visit occurred February 1-15, 2010. The Technical Department found that 20% of the deeded land falls within FMC "E" and that the overlapping area be "subtracted from the PUP area. FDA further states that the actual land area is less than the deeded area and reduces the size of the Deed from 198,920 acres to 195,859 acres. The PUP is issued for the entire land area, despite the recommendation that the overlapping area be subtracted from the PUP area and the NFRL requirement that forestry licenses not overlap.

Discussion

1. Application

The Doe Chieftom Forest Management Committee has its address at Rehab Community, Paynesville, Liberia and it appears all business (including the application for PUP and the PUP license) were conducted in Monrovia. There is no documentation that the Doe Chieftom FMC was incorporated under the authority of Doe Chieftom or that permission was obtained from Doe Chieftom for the PUP application.

2. Land Deed

This Public Land Grant was granted specifically for agricultural purposes. Conducting commercial logging activities on the land is a violation of the land grant. Further, the issuance of a PUP on 195,859 acres makes it impossible to maintain one fourth of the land as a reservation. The Deed is void because the two uses are in violation of the grant and the land reverts to the Government of Liberia.

Findings

1. As per the deed, this land cannot be used for commercial logging activities.
2. There is no permission from the landowner in compliance with NFRL 5.6.
3. The PUP Contract is void.

PUP-17: The People of Kokoyah District, Bong County

Date issued: May 23, 2011

PUP Holder: People of Kokoyah Administrative District

Land Owner: Chiefs, Elders, and Citizens of Kokoyah District

Operator: N/A

Contract Duration: 13 years

PUP Location: Bong County

Land area Granted for PUP: 21,549 hectares (53,248.7 acres)

Total Deeded Land Area: 220,765.52 acres

In addition to the PUP, other critical documents forming part of the PUP license are:

1. PUP Application

An application letter from Kokoyah District dated March 14, 2011 requests a PUP for 53,2448 acres of their deeded land. The letter is signed by Rev. Andrews S. David – Elder, and Hon. Arthur f. Cooper – Advisor.

2. Land Deed

The deed is certified copy of an Aborigine Deed with an illegible date. The year granted is 1934.

Also included is a Tribal Land Certificate dated June 20, 2009 giving permission to Group of Forestry Experts Company (GOFEC) represented by CEO Mrs. Beneline Josarg of Monrovia to conduct logging on 53,248 acres of land.

3. MLME Deed Verification Letter

In response to a request from FDA that MLME verify and authenticate the land, the MLME Verification Letter dated April 26, 2011 states that all documents were found correct and the land unencumbered. The Letter is signed by Director of Cartography Maxwell C.F. Gwee and recommends issuance of the PUP.

4. FDA Field Verification Memorandum

The Verification Memorandum is dated May 23, 2011 states the field verification was completed between March 9 -15, 2009. A detailed report with GIS coordinates was included in the memorandum. The memo lists no overlaps or encumbrances and states 53,248 acres is suitable for commercial logging.

Discussion

1. Land Deed

The submitted deed is illegible in important areas. Since it is a certified copy (typed), it is unclear why so many important sections of the deed is illegible. The Date the deed was granted is undeterminable. It is unclear to the SIIB how MLME and FDA were able to plot the coordinates to determine the metes and bounds.

With the deeded land, it is also difficult to determine the purpose of the Tribal Certificate issued by the Chiefs. Equally perplexing is why FDA accepted the Tribal Certificate and included it with PUP license. It is clear that there was some reliance by the FDA on the Tribal

Certificate as the exact land area indicated in the Certificate was granted and the PUP license was signed by Aylmer B. Johnson of GOFEC as representative for the People of Kokoyah District. The only time GOFEC is mentioned in all the documents is in the Tribal Certificate.

2. FDA Field Verification Memorandum

The field visit was completed March 9-15, 2009 while the report is dated May 23, 2011. Field visits that precedes the PUP application and the report date is a pattern observed in many PUPs. Thus, this cannot be viewed as a common mistake. During the FDA interview, the FDA Technical Department was unable to articulate why so many field visits preceded the application for a PUP and pre-dates the verification report by at least a year.

3. Requirements of NFRL Section 5.6(d)

The PUP was signed by FDA and GOFEC (on behalf of Kokoyah District), however, there is no pre-qualification certificate for GOFEC or any indication that other requirements of Section 5.6(d) were met. The PUP license and supporting documents have no information regarding GOFEC, its status in Liberia, or that it has obtained the required certificates or permits to be able to conduct logging activities in Liberia.

Findings

1. FDA and MLME could not have completed the land verification based on the deed provided by Kokoyah District.
2. Although FDA requested a verification and authentication from MLME, the Ministry did not authenticate the Deed and it is questionable whether the deed was verified using the information contained in the deed.
3. FDA used the Tribal Certificate in allowing GOFEC to represent Kokoyah District as the signatory to the PUP.
4. As the PUP applicant, the PUP license should have been signed by Kokoyah not GOFEC.

Recommendation

1. A legible copy of the Deed must be authenticated by the Land Commission
2. The PUP must be revoked under NFRL Section 5.1 for violations of the NFRL Section 5.6.

PUP-18: The People of Cavalla District, Grand Gedeh County

Date issued: June 15, 2011
PUP Holder: **People of Cavalla**
Land Owner(s): **People of Cavalla**

Operator: Atlantic Resources
 Contract Duration: 23 years
 PUP Location: Grand Gedeh County
 Land Area Granted for PUP: 38,956 hectares
 Total Land Area indicated in PUP: "96,260 acres/38,956 hectares"
 Total Deeded Land Area:

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

Senior Citizen Nelson Blaye made the request to FDA for the issuance of a PUP contract. There is no evidence to show how Mr. Blaye became authorized to make an application on behalf of the people of Cavalla.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on October 20, 1953 for 45,586 acres (18,448 hectares) for the Chief, Elders and Citizens of Gbao Chiefdom. The deed was probated on December 12, 1950 and certified by the Ministry of Foreign Affairs on July 20, 1975 under the signature of C. Cecil Dennis

3. Deed Verification by MLME

The deed was verified by a letter dated June 28, 2011 and signed by Maxwell C. F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that after careful check by his office, they found authentic the metes and bounds.

4. FDA Field Verification Report

An internal FDA memorandum dated June 13, 2011 reports that the verification exercise was conducted during the period June 8 -10, 2012 for land belonging to the People of Cavalla District, Grand Gedeh County. Accordingly, the report indicates that the land does not overlap with other PUPs or falls in propose protected area. The land belongs to a group of people and not a particular tribe or person; the size of the forest is larger than the deeded area.

Discussion of Issues

1. No Evidence of Permission from Landowner

There is no evidence of an application for this PUP either from the community or from an authorized representative. Reference is made in the FDA Field Verification Report to a letter of application dated June 13, 2011 for a PUP from Nelson Blaye – senior citizen. However, there is no evidence of the community giving Mr. Blaye that right. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the landowner or person permitted in writing to apply on the landowner's behalf.

2. Land Ownership Right Ineligible for PUP

The PUP contract has attached the land deed based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Cavalla District. The FDA field visit indicated that the land was collectively owned and not for a tribe or person. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

3. Possible Fraud and Legality of Contract

- a. PUP contract is questionable as the individuals who proxy for Arthur T. Gbladeh and David Blokar did not indicated their names. The FDA accepted proxies for

the real signatories of PUP contracts.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of a Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is a social agreement between Cavalla District and Cavalla Forestry Company signed on November 24, 2011. The social contract indicates the construction of one clinic for US\$12,500 in the third year of operation, and “will begin” construction of two schools valued at US\$14,500 toward the end of the second year. The agreement also indicates that the operator will assist in maintaining secondary and primary roads. It also indicates that the operator will pay US\$1.50 per cubic meter for log felled.

Other Issues (payments to FDA staff)

There are several payments made by CFC to individuals and entities listed as follows:\

Name	Organization	Purpose	Amount (USD)	Date
Torwon T. Yantay	FDA – Acting GIS Director	For boundary line demarcation of CFC acquisition of PUP	30,000.00	December 12, 2011
Augustine B. Johnson	Former FDA – GIS Director		18,750.00	November 21, 2011
Augustine B. Johnson	Former FDA – GIS Director		6,170.00	November 14, 2011
MaCarthy B. Slewhy	Surveyor	Part payment of US\$17,000.00 for enumeration and demarcation of 10 blocks	6,000.00	December 15, 2011
MaCarthy B. Slewhy	Surveyor	Just and final payment for demarcation of 10 blocks in Grand Gedeh	4,700.00	28/02/12

Name	Organization	Purpose	Amount (USD)	Date
MaCarthy B. Slewhy	Surveyor	The payment for the first 4 blocks and part payment for additional six (6) blocks for CFC	7,400.00	11/02/12
MaCarthy B.	Surveyor	Payment for demarcate of 12 square block	10,000.00	23/01/12
Philip Joekolo	Regional Forestor	Preparation of annual operation plan and management plan – Final payment	2,000.00	December 8, 2011
Philip Joekolo	Regional Forestor	Preparation of annual operation plan and management plan – Final payment	1,500.00	December 8, 2011
Unofficial Payments				
Company opening			80,000.00	
Signature of MoU			15,000.00	
Signing of Social Agreement			35,000.00	
Environmental Impact statement			45,000.00	80,000.00
Demarcation			40,000.00	
Inventory of 14 blocks			22,000.00	
Cost of SGS (tags)			2,000.00	
Preparation of strategic and operational plans			6,500.00	
Social programme			10,000.00	

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. The PUP was issued to a larger area than that contained in deeded area.
4. There is possible fraud with the signatories to the PUP and associated documents.
5. That CFC paid substantial amounts of money to staff of FDA and did not get official receipt. That the regional forester who is suppose to be providing supervision can not be engaged by

a company to prepare annual management and operating plans for companies. That there is no accountability and transparency in funds given by companies for demarcation and other services.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. That FDA staff that received money from CFC be request to account for said funds. That they be investigate for conflict of interest and made to restitute all funds they cannot account for.

PUP-19: The People of Doedian District, Upper River Cess County

Date issued: June 15, 2011

PUP Holder: People of Doedian District

Land Owner(s): Doedian District

Operator: Tropical Timber Incorporated

Contract Duration: 30 years

PUP Location: Rivercess County

Land Area Granted for PUP: 49,349 hectares

Total Land Area indicated in PUP: *“140,000 acres /49,349 121,941 hectares”*

Total Deeded Land Area: Not Available/ the deed is not attached to PUP Document

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. PUP Application**

There is an application made by Sam Ricks Senior Director of Tropical Timber Inc. on behalf of the people of Doedian on March 11, 2011.

2. Land Deed

The PUP for the People of Doedian District has an Aborigine Land Grant deed attached. President Edwin Barclay signed the deed in August 26, 1924. The certified copy is dated February 11, 1973 and signed by C. Cecil Dennis.

3. Deed Verification by MLME

The deed was verified by MLME and a letter dated June 8, 2011 and signed by Maxwell C. F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that after careful check by his office, they found authentic the metes and bounds.

4. FDA Field Verification Report

An internal FDA memorandum dated May 20, 2011 reports that the verification exercise was conducted during the period March 23 – June 1, 2012 for land belonging to the People of Doedian District, Rivercess County. Accordingly, the report indicates that the land does not overlap with other PUPs or falls in propose protected area.

5. Memorandum of Understanding

TTI entered into a MoU with the people of Bab and Zarque Clan, Garwin Chiefdom Doedain / Morweh District, Rivercess County on April 8, 2012. Sam Ricks signed for TTI.

The MoU noted the following benefits that are to be place in a social agreement:

1. Construction of a School building for Junior and Senior High School with all necessary facilities as determined by district development priorities;
2. Construction of farm to market roads with solid concrete bridges (metal or Concrete) in the area of operation;
3. Construction of hospital/health facility at the headquarters of the district with all needed facilities therein as determined by district development priorities;
4. Construction of a market building of an acceptable standard with the area;
5. Construction of a Town Hall at the Headquarters of the district to facilitate the running of the affairs of the district as determine by district development priorities;
6. Construction of hand pumps and pit latrines in selected Towns and Villages as determined by district development priorities;
7. Development of agro-forestry resources such as tree crops or reforestation of areas logged by TTI;
8. Provision of scholarships for high school graduates to attend higher institutions of learning;
9. Construction of logging company camps with housing and facilities built with dirt/concrete bricks; and
10. Any other projects that are mutually agreed upon by the Parties.

Discussion of Issues

1. No Evidence of Permission from Landowner

- a. There is evidence of an application for this PUP sent by Sam Ricks on March 14, 2011 requesting that a PUP be issued to Tropical Timber. There is no evidence or letter of authorization from the community indicating that Mr. Ricks should act on behalf of the community. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the landowner or person permitted in writing to apply on the landowner's behalf.

2. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is a social agreement between Doedian and Tropical Timber Limited signed August 14, 2011. The

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted despite the deed indicating that the land is collectively owned and is better suited for community forestry.
4. The deed dated in August 26, 1924 and signed by Edwin Barclay is fraudulent as Edwin Barclay was not the President at the time.
3. The benefits noted that should have been placed in the social agreement was not included.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. That TTI be made to pay social benefits to community as they have already shipped logged from the Doedian PUP.
3. That the deed provide by Doedian be investigated as the community has engaged in fraud as a basis to obtaining a PUP license.

PUP-20: The People of Gbeapo District

Date issued:	June 15, 2011
PUP Holder:	People of Gbeapo District, Thienpo Chiefdom
Land Owner(s):	People of Gbeapo District, Thienpo Chiefdom
Operator:	Tropical Timber Inc.
Contract Duration:	25 years
PUP Location:	River Gee County
Land Area Granted for PUP:	63,287 hectares
Total Land Area indicated in PUP:	<i>“156,382 acres/24,031 hectares”</i>
Total Deeded Land Area:	679,373 acres

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In addition to the PUP, other critical documents forming part of the PUP contract are:

1. **PUP Application** There is a letter of application from Emmanuel Kayee dated May 23, 2011. He indicated that he wrote on behalf of the chiefs, youths, elders and district development association for a PUP. It appears Kayee was using a form letter as he indicated the people of Southern Bong County.
2. **Land Deed** The PUP for the People of Gbeapo is accompanied by a deed supposedly signed by President Samuel Kanyon Doe in May of 1986. The day of signature is not specified. Supposedly probated on July 22, 1986 by Judge Frank Smith. The deed indicates that the land is used for agricultural purpose and that one fourth is maintained as tribal reserve.
3. **Deed Verification by MLME** The deed was verified by a letter dated June 8, 2011 and signed by Maxwell C. F. Miller, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that they found the Metes and Bounds and technical description correct and they should proceed and issue a PUP to the People of Gbeapo. The letter indicates that deeds from Tienpo, Gbeapo District, Cavalla District and Doelian, Morweh District, Grand Bassa County were review and verified. The letter does not indicated issues specific to each deed.
4. **FDA Field Verification Report**
An internal FDA memorandum dated June 14, 2011 reports that Gbeapo – Jarkaken deed land was verified during the period May 24 – 30, 2011 by **FDA Assistant Chief Surveyor Surveyor James Laffor, Global Positioning System operators Latoya Johnson and Whyrna Govantor.** The team noted that 37.9% of the deeded land presented to the FDA fell in the FMC of Euro Logging. That 62% or 415,590 acre was available for use by the People of Gbeapo.

Discussion of Issues

1. **No Evidence of Permission from Landowner** There is no evidence that the applicant Emmanuel Kayee was authorized to apply on behalf of the community. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the landowner or person permitted in writing to apply on the landowner’s behalf.
2. **Land Ownership Right Ineligible for PUP** The People of Gbeapo indicated that President Samuel Kanyon Doe issued the land them, but there is no complete date on the deed. The date referenced is only May 1986. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the frame-

work of the CRL.

3. Possible Fraud and Legality of Contract

- a. Issue with FDA issuing PUP when there is an overlap with a FMC FDA indicates in its verification report that the deeded land of the People of Gbeapo overlaps with Euro Logging FMC "F" by 38% or 254,574 acres. The area available to the People of Gbeapo is therefore 62% or 415,590 acres. Interestingly, if the land of the Gbeapo people is private and worthy of a PUP then the FDA should immediately revoke the portion of land given to Euro Logging under their FMC contract because they are operating on private land.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

- a. **Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management** There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.
- b. **Social Agreement** There is a social agreement between Tropical Timber Inc. and the People of Gbeapo dated September 17, 2011. The agreement is not specific on benefits.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted despite there being an issue with deeded land and deed date.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license as the land is collectively owned and it also encroaches an FMC.

PUP-21: The People of Campwood-Gheegbahn District

Date issued: March 16, 2011
PUP Holder: **People of Campwood-Gheegbahn District**
Land Owner(s): **People of Campwood-Gheegbahn District**
Operator: Mandra Forestry Liberia Limited
Contract Duration: 25 years
PUP Location: Grand Bassa County
Land Area Granted for PUP: 51, 472 hectares
Total Land Area indicated in PUP: “127,187 acres/51,472 hectares”
Total Deeded Land Area: 442, 000

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. PUP Application**

There is evidence of a letter of application from the community to the FDA requesting a PUP. George B. Doegar, G. N. Wycliff Daykeny, James Kuo, S. W. Sandy Kahn and Jefferson Zoegbah filed the application on October 10, 2010

2. Land Deed

The PUP for the **People of Campwood-Gheegbahn District attached a deed that is barely legible. President CDB King supposedly signed the deed in 1929.** The endorsement and day of probation cannot be read.

3. Deed Verification by MLME

The deed was verified by a letter dated December 13, 2010 and signed by Maxwell C. F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that after careful analyzing the technical information provided and verified by the County surveyor, found the documents to be correct and there exist no other claimants.

4. FDA Field Verification Report

An internal FDA memorandum dated March 4, 2010 reports that the verification exercise was conducted during the period August 13 – 19, 2010 for the People of Campwood-Gheegbahn District. The FDA noticed the following: that 100% of the deed was captured to be in Bong county and not Grand Bassa as thought; the deed size on paper is actually larger than the size on the ground; That in order to address the discrepancies in size, a court in Grand Bassa order the MLME to prepare a Certificate of Correction of the deed. Resident Survey David R. Blaye corrected the deed. The total land mass of 442, 000 was corrected to 270, 060.

Discussion of Issues**1. No Evidence of Permission from Landowner**

There is evidence of an application for this PUP from the community, but there is no determination as to whether the designated individuals were duly authorized to represent Campwood-Gheegbahn District.

2. Land Ownership Right Ineligible for PUP

The PUP contract has attached a land deed that is barely legible. The land area is not visible and so is the date the President signed the deed.

3. Failure to Comply with the Requirements for Conducting Forestry Activities**a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management**

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is a social agreement between People of Campwood and Real Timber Corporation.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted despite there being no legible deed attached to this PUP.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.

PUP-22: The People of Zleh Town, Gbao Administrative District, Grand Gedeh County

Date issued: June 3, 2011
PUP Holder: **People of Zleh Town**
Land Owner(s): **People of Zleh Town**
Operator: Frank Brook Liberia Inc.
Contract Duration: 17 years
PUP Location: Grand Gedeh County
Land Area Granted for PUP: 28,143 hectares
Total Land Area indicated in PUP: “69,541 acres/28,143 hectares”
Total Deeded Land Area: 125,000 on a Tribal Certificate

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. PUP Application**

There is a letter of application to the FDA requesting PUP for the People of Zleh Town signed by the James M. S. Kyne

2. Land Deed

The People of Zleh Town presented a tribal certificate for an area of 125,000 and dated March 10, 2007.

3. Deed Verification by MLME

Maxwell C. F. Gwee, Director of Cartographic Service verified the Tribal Certificate by a letter dated April 27, 2011.

4. FDA Field Verification Report

The FDA sent a team to verify the Zleh Town tribal land area and found it adequate to issue a PUP.

Discussion of Issues

There is no evidence that James G. Karto has authority to act on behalf of the People of Zleh Town. Karto is a member of the Board of Frank Brooks Inc., which is expected to operate the PUP.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. The PUP license was granted despite the People of Zleh Town usage of a tribal certificate to request a PUP.

Recommendation

1. The GOL should evoke the appropriate legal action to cancel this PUP license as it does not fit the criteria for issuance of a PUP.

PUP-23: The People of Chedepo & Potupo District

Date issued: May 4, 2010

PUP Holder: The People Chedepo and Potupo Districts

Land Owner: Tienpo, Gbeapo District Number 2

Operator: Mandra Forestry Liberia Ltd.

Contract Duration: “25 years land area being as an FMC”

PUP Location: River Gee County

Land area Granted for PUP: 51,262 hectares

Total Deeded Land Area: 679,373 acres

1. Application

This PUP and the supporting documentation is exactly the same as People of Gbeapo, Potupo & Sarbo District. There is no information unique to Chedepo or explanation of the difference between this Potupo District and the Potupo in the PUP issued to Gbeapo, Potupo and Sarbo Districts.

There are three (3) different letters of application included with the PUP license: (1) from Nanee Administrative Statutory District Forest Management Committee (“Nanee FMC”) requesting a PUP on 49,999 hectares “owned by the people of Nanee District” to be managed by D.C. Wilson Inc., signed by members of the Nanee FMC dated November 12, 2010, (2) a probated request dated March 9, 2011 from Gbeapo, Potupo, and Sarbo Forest Management Committee for a PUP on 45,873 hectares signed by members of the FMC, and (3) from Senator J. Nathaniel Williams, Jr. dated May 10, 2011 requesting that the PUP applied for by the communities be approved for operation by D.C. Wilson Inc.

2. Land Deed

The Deed submitted is also the same deed presented for the PUP issued to the People of Gbeapo, Potupo & Sarbo Districts. It is presented as a certified copy of a Public Land Grant Tribal Territory Deed from the Republic of Liberia by President Samuel K. Doe in May 1986 to Tienpo, Gbeapo District Number 2. There is no actual date of the grant stated on the deed. There are restrictions placed on the ownership of the land: *“they will cultivate the land hereby granted __ the planting __ from time to time of such agricultural products as may be described government regulations; that one fourth of the land hereby granted be maintained as forest reserve and that the grantees shall __ all times confirm to the sanitary regulations prescribed by law __ regulations. Failing the performance of these obligations this __ shall become null and void, otherwise, to remain in full force by virtue.”*

3. Deed Verification by MLME

Verification of the land deed was contained in a letter dated November 19, 2010 from Maxwell C.F. Gwee, Acting Assistant Minister stating FDA should proceed with granting the PUP. The Surveyor’s report dated November 5, 2010 is attached stating the information included in the deed and the copy of the probate and finally giving coordinates, stating the metes and bounds had been checked. The Surveyor’s report predates all requests for PUP, including the request by Nanee FMC.

4. FDA Field Verification Report

The FDA Verification Memorandum is dated April 28, 2011 and based on the request from Nanee FMC. According to the memorandum, the yield visit occurred between November 26th – December 6, 2010. The memorandum states that 254,572 acres of the deeded land falls within Euro Logging Company FMC “F” and that the total area available is 415,590 acres. The memorandum recommends that a PUP is issued for 415,590 acres (168,187 hectares). The memorandum finally notes that the area is home to protected wild life species.

Discussion of Issues

1. PUP License

The PUPs issued to the People of Gbeapo, Potuppo & Sarbo District and the People of Chedepo & Potuppo District used the same documentation for granting the PUPs. The two PUPs are granted for different land areas and term of years.

2. Public Land Grant Tribal Territory Deed

The land deed was granted specifically for agricultural and conservation purposes. The deed states that failure to comply with the restrictive covenants would result in loss of the land. Because there were restrictions placed on the use of the land, there was not fee simple title in the grant. The deed also required that one fourth of the land be maintained as a forest reserve (169,843.3 acres). However, in recommending the land for a PUP, the FDA Technical Department states the PUP should be granted for the entire 415,590 acres that is unencumbered.

3. Social Agreement

A Social Agreement is signed between D.C. Wilson, Gbeapo, Potupoh and Sarbo Districts dated June 26, 2011. The Social Agreement is signed by Robert Porka as Chairman on behalf of the communities. It is unclear what Porka is Chairman of. The Social Agreement does not give any benefits to the communities, only statements related to the manner of operation for the management company.

4. Other requirements of law

There were no supporting documents provided either by FDA, D.C. Wilson or Mandra Forest Liberia Limited evidencing the requirements of 5.6(d) was met. There is also no social agreement between communities and Mandra on file.

Findings

1. The land was deeded to the people so long as the land is used for the intended purpose otherwise it reverts to the State. The deed only grants the holder the right to conduct agricultural activities on the property. Commercial logging does not fall within this category.
2. Per the requirements of the Deed, the land reverts to the Government of Liberia because commercial logging is an unauthorized use of the land.
3. The cover page to the PUP states April 28, 2011, the license states the PUP is effective May 4, 2010. There was no request for a PUP until November 10, 2010 and the Social Agreement is signed June 26, 2011. The discrepancy between the dates shows possible fraud in the issu-

ance of this PUP. There is no valid reason why the PUP would be dated prior to any request by the communities or verification of the deeded land.

4. FDA approved D.C. Wilson as the operator, however the SIIB has received no evidence that D.C. Wilson was pre-qualified to conduct logging activities. Like so many other PUPs, D.C. Wilson assigned the operation of the PUP to Mandra although it is unclear when the assignment was done. D.C. Wilson does not have the technical and financial capacity to operate commercial forestry activities.

Recommendations

1. The PUP should be voided for illegality as the license was not issued on private land in compliance with NFRL Section 5.6.
2. The PUP license is also revoked under NFRL 5.1(c).

PUP-24: The People of Deekpeh Section, Grand Bassa County

Date issued:	May 4, 2011
PUP Holder:	The People of Dee-Kpeh Section, Doe Clan
Land Owner:	James F.B. Smith, D.C. Deekpeh, Wmeh-Poo Garflay, Goe-Vah Vene Darmic
Operator:	Universal Forestry Corporation
Contract Duration:	2.7 years
PUP Location:	Grand Bassa County
Land area Granted for PUP:	2,552 hectares
Total Deeded Land Area:	4,503 acres

In addition to the PUP, other critical documents included with the PUP license are:**1. Land Deed**

The deed presented is a copy of an original Public Land Sale Deed issued March 23, 1981 by President Samuel K. Doe. The land was granted for a sale price of \$7276.30. The Deed is granted to four (4) individuals and their heirs, executors, and administrators.

2. MLME Deed Verification Letter

The MLME letter is dated April 26, 2011 and states the documents submitted are “all found correct.” The MLME recommends issuance of the PUP license.

3. Certificate of Correction

A “Certificate of Correction” was issued for the Deed on February 10, 2011 by County Surveyor David R. Blaye. Blaye’s Certificate of Correction was sent on MLME letter directly to “FDA Management.” Blaye’s justification for the “Certificate of Correction” is “slight errors” in the description of the Deed. The survey of the area was predicated upon a request from FDA and Global Logging Company. Although the Certificate lists the names of the deeded landowners, Blaye found that “M. Joseph M. Powell, administrator of the property and his sectional people inherited the land by birth and has been living there for more than 70 years.” The “Certificate of Correction was issued partly based on this finding.

4. Power of Attorney

A Limited Power of Attorney executed February 10, 2010 and signed by three individuals from the three Sections of Doe Clan.

5. FDA Verification Memorandum

The FDA Verification Memorandum dated April 11, 2011 states the field verification visit was predicated upon a request from Cllr. Jerome Walker dated September 6, 2010. The field visit was supposedly completed between September 13-21, 2010. The FDA Technical Department found that the land belonged to a group of individuals and not to a particular tribe or person, that the deed overlaps with TSC A-1, and that the deeded area is smaller than what is on the ground. The Technical Department recommended that the PUP is issued for 11,127 acres. This 8,575 acres more than what is stipulated in the deed.

6. Social Agreement

The Social Agreement is entered into between Deek-peh Section, Karyah Section, and Kuzu Section and Global Logging Company. The Agreement is dated August 11, 2011 and was entered into based on preposition that Doe Clan is the collective owner of 11,127 acres of land as

“evidenced by a Public Land Sale Deed, Tribal Certificate, and its correction thereof.”

The Social Agreement provides a US\$3.00 royalty per cubic meter, the construction of one concrete school completed by December 2012, 2 hand pumps, and 2 latrines within the first 7 months of operations. The Agreement requires that all roads constructed will be durable, but does not require the construction of roads.

Discussion

1. Application

There is no application letter in the submission by FDA. The FDA Verification Report states that verification was completed based on a request from Cllr. Jerome Walker dated September 6, 2010. This letter is not included with the FDA submission. Additionally, the Limited Power of Attorney purportedly granted by Doe Clan did not include Cllr. Jerome Walker.

The FDA Verification Memo noted that the land was owned by a group of individuals but did not request documentation that consent from the landowners or their heirs was obtained. The deeded area does not belong to the People of Deekpeh Section, but to four named individuals.

2. Certificate of Correction

On three occasions Blaye issues Certificates of Correction on land that is apparently larger than the area contained in the deed. In this case, the difference is over 8,000 hectares. Blaye does not go through the MLME when issuing these certificates, but instead writes directly to the FDA. Blaye has no authority under the law to issue certificates of correction and it does not appear that he had the permission of the MLME. FDA should not have relied on the Certificate of Correction in issuing the PUP. Although the FDA Verification Memorandum is dated April 11, 2011, it recommends that the deed is forwarded to the County Surveyor (who had issued the certificate of correction on February 10, 2011). FDA’s own verification report increases the land area in the deed, thus the SIIB finds it more likely that FDA relied upon its own fraudulent increase in the deeded land area.

Recommendations

1. The PUP is void as it is issued to a group that is not the landowner and there was no permission to the landowner (NFRL Section 5.6).
2. The PUP is void because it was based on an area larger than the deeded land area.
3. David Blaye should be terminated for fraudulently increasing the size of the land and going beyond the scope of his duties.

PUP-25: The People of Gibi District, Margibi County

Date issued:	January 19, 2011
PUP Holder:	People of Gibi
Land Owner(s):	People of Gibi
Operator:	Akewa Group of Companies
Contract Duration:	13 years
PUP Location:	Margibi County
Land Area Granted for PUP:	22,162.8 hectares
Total Land Area indicated in PUP:	“54,765.47 acres/ 22,162.8 hectares”
Total Deeded Land Area:	65,465 acres

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. PUP Application**

District Commissioner Amos Z. Boyer applied a PUP for the People of Gibi on June 10, 2010. There is no evidence that his application was done with the approval of the community.

2. Land Deed

There is an Aborigine Grant Deed signed by President William V. S. Tubman in September 1953 is attached to the PUP contract. T. Siafa Sherman – Acting Minister of Foreign Affairs signed a certified copy of the deed on August 14, 1979.

3. Deed Verification by MLME

The deed presented by the People of Gibi was verified and a letter dated December 7, 2010 and signed by Maxwell C. F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME. He informed the FDA that they should issue the PUP as the Resident County Surveyor in Margibi County found the deed and area stated adequate.

4. FDA Field Verification Report

The team of technicians from FDA wrote a verification report on August 22, 2010 after an application received from Amos Z. Boyer on June 10, 2010. The team was headed by Michael Farmer and they conducted a detail ground truthing and authentication of area indicated by the application. The team worked from August 10 – 20, 2010. The size of the area request by the citizens of Gibi district for harvesting is greater than the actual harvestable area. Area requested is 26,495 hectares and harvestable area is 22,162 hectares). The team recommended that PUP be issued.

Discussion of Issues**1. No Evidence of Permission from Landowner**

There is no evidence that Amos Boyer application for this PUP had the approval of the community though he is a district commissioner. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the landowner or person permitted in writing to apply on the landowner’s behalf.

2. Land Ownership Right Ineligible for PUP

The PUP contract is in the name of the People of Gibi and there is collective ownership of the land. In accordance with Section 2.3(b) of the CRL, the People of Gibi District land is collectively owned and such lands are better classified as a community forest and must

therefore be operated under the framework of the CRL.

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is a social agreement between Akewa Group and People of Gibi signed May 5, 2012. The social contract indicates the construction of one clinic for US\$12,500 in the third year of operations and will begin construction of two schools valued at US\$15,500. The agreement also indicates that the operator will assist in maintaining secondary and primary roads. The operator agrees to pay US\$1.50 per cubic meter for log fell and US\$1.00 for land rental.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted despite FDA knowing the CRL is rightly applied here.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.

PUP-28: The People of Tchien District

Date issued: August 12, 2011
PUP Holder: The People of Tchien District
Land Owner: Not available
Operator: Atlantic Resources, Ltd.
Contract Duration: *“twelve (12) years, the land area being TSC”*
PUP Location: Grand Gedeh County
Land area Granted for PUP: 20,734 hectares
Total Land Ares Indicated in PUP: 20,734 hectares
Total Deeded Land Area: Not available

In addition to the PUP, other critical documents forming part of the PUP contract are:**1. PUP Application**

There is an application letter to the FDA Managing Director dated March 17, 2011 from Forest Venture, Inc. under the signature of Augustus Abram, Planning Manager requesting the issuance of 8 PUPs including one for Tchien Megna District.

2. Land Deed

There is no evidence of a land deed attached to the PUP license.

3. Deed Verification by MLME

Even though there is no evidence of a deed attached to the PUP license, the same verification letter from MLME used for seven other communities is included in the PUP license. This verification letter is dated Monday, June 27, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister/DLS&C at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and there exist no other claimants/titles.”* This verification letter references the FDA letter dated March 31, 2011 requesting the MLME *“to review, verify, and authenticate deeds for land areas”* in eight areas in Sinoe and Grand Gedeh including Cavalla, Tchien Mengna, B’hai, Sam Gbalor, Bodoe, Jedepo, Kulu Shaw Boe, and Tarsue Sanquin.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period March 23 – June 1, 2011 (a year after the memorandum was written) for 8 communities spread across the southeast of the country, including B’hai, Bodae, Gbao, Jeadepe, Kulu Shaw-Boe, Sam Gbalor, Tarsue Sanquin, and Tchien Magna Districts. It is noteworthy that this memorandum references the March 17, 2011 letter of application from Forest Venture, Inc. which letter was written 11 months after this memorandum was written. The findings of the report indicate that the area does not overlap with any protected area but is home to some protected wildlife animal species.

5. Assignment of Rights

Forest Venture, Inc. submitted to the SIIB an Assignment of Rights from Atlantic Resources, Ltd. to Forest Ventures, Inc. dated May 12, 2011, signed by Amb. John W. Gbedze as Chief Executive Officer for Atlantic Resources and by Yii Hock Kong, as General Manager for Forest Venture, Inc. and attested to by FDA Managing Director, Moses Wogbeh who signed on 3/9/11. This Assignment of Rights is based on a resolution of the Board of Directors of Atlantic Resources, Ltd. dated **May 3, 2011** claiming that the Board meeting was held on **May 10, 2011** and was attended by the following Board members: Amb. John W. Gbedze, CEO/

Chairman; Mr. Augustus Abraham, Managing Director, Jonathan S. Wheaton, Jr., Secretary; Benjamin Koffie, Treasurer; and Emmanuel Erskine, Chaplain.

Discussion of Issues

1. No Evidence of Permission from Landowner

The PUP license contains an application dated March 17, 2011 from Atlantic Resources, Ltd. However there is no evidence of a land deed and therefore no way of determining who the land owner is. There is also no evidence of the land owner giving Atlantic Resources, Ltd. permission to apply on their behalf. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner's behalf. This is a clear violation of Section 5.6(c)(i) of the NFRL.

2. Land Ownership Right Ineligible for PUP

There is no evidence of a land deed and therefore no way to establish ownership rights.

3. Possible Fraud and Legality of Contract

a. Falsification of MLME Deed Authentication

i. Land Deed Authentication Report "Forged"

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the June 27, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of "Maxwell C.F. Gwee" on the MLME letter of June 27, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- **Maxwell C.F. Gwee's Signature was Forged**

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- **Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011**

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

ii. Time Taken to Authenticate Land Deeds not Practicable

MLME Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 8 communities totaling more than 558, 000 hectares and spread across the southeast of the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of June 27, 2011.

b. Falsification of FDA Field Validation Report

i. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on April 5, 2010 nearly one year before Atlantic Resources, Ltd. submitted its application for the PUP which is dated March 17, 2011. As indicated to the SIIB by the FDA during an interview with the SIIB on November 12, 2012 in Monrovia, the process of obtaining a PUP is triggered by an application which is followed by a validation; so how could the FDA conduct a validation almost one year before an application was submitted to them?

ii. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report dated April 5, 2010, the FDA claims to have conducted the validation exercises “*During the period March 23 – June 1, 2011*”, nearly one year after the memorandum was written? Once again, how could the report be written at least one year before the activities being reported occurred?

4. Failure to Comply with the Requirements for Conducting Forestry Activities

c. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

d. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that “*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.*”

There is however no evidence of a social agreement for this PUP license.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. There is no evidence of a land deed upon which this PUP license should have been based. This PUP is granted without a land deed in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on the following improprieties:
 - a. falsified MLME authentication report;
 - b. falsified FDA Field Validation Report;
5. There is no evidence of a Social Agreement for this PUP license.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

PUP-35: The People of Jeadepo District Sinoe County

Date issued: August 12, 2011

PUP Holder: The People of Jeadepo District

Land Owner: The People of Jeadepo Chiefdom

Operator: Atlantic Resources, Ltd.

Contract Duration: *“six (6) years, the land area being as TSC”*

PUP Location: Sinoe County

Land area Granted for PUP: 10,321 hectares

Total Land Ares Indicated in PUP: 10,321 hectares

Total Deeded Land Area: Not available

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated March 17, 2011 from Forest Venture, Inc. under the signature of Augustus Abram, Planning Manager requesting the issuance of 8 PUPs including one for Jeadepo District.

2. Land Deed

A partial certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on September 7, 1952 for the Chief, Elders and Citizens of Jeadepo Chiefdom. The deed was probated on September 20, 1952. The page(s) of the deed with the land size and certification information is(are) not included in the PUP license.

3. Deed Verification by MLME

Even though all the pages of the deed are not attached to the PUP license, the same verification letter from MLME used for seven other communities is included in the PUP license. This verification letter is dated Monday, June 27, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister/DLS&C at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and there exist no other claimants/titles.”* This verification letter references the FDA letter dated March 31, 2011 requesting the MLME *“to review, verify, and authenticate deeds for land areas”* in eight areas in Sinoe and Grand Gedeh including Cavalla, Tchien Mengna, B’hai, Sam Gbalor, Bodo, Jedepo, Kulu Shaw Boe, and Tarsue Sanquin.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period March 23 – June 1, 2011 (a year after the memorandum was written) for 8 communities spread across the southeast of the country, including B’hai, Boda, Gbao, Jeadepo, Kulu Shaw-Boe, Sam Gbalor, Tarsue Sanquin, and Tchien Magna Districts. It is noteworthy that this memorandum references the March 17, 2011 letter of application from Forest Venture, Inc. which letter was written 11 months after this memorandum was written. The findings of the report indicate that the area does not overlap with any protected area but is home to some protected wildlife animal species.

Discussion of Issues

1. No Evidence of Permission from Landowner

The PUP license contains an application dated March 17, 2011 from Atlantic Resources, Ltd. However there is no evidence of a land deed and therefore no way of determining who the land owner is. There is also no evidence of the land owner giving Atlantic Resources, Ltd. permission to apply on their behalf. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner's behalf. This is a clear violation of Section 5.6(c)(i) of the NFRL.

2. Land Ownership Right Ineligible for PUP

3. The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Jeadepo Chiefdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

4. Possible Fraud and Legality of Contract

a. Falsification of MLME Deed Authentication

i. Land Deed Authentication Report "Forged"

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the June 27, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of "Maxwell C.F. Gwee" on the MLME letter of June 27, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

· Maxwell C.F. Gwee's Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

· Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

ii. Time Taken to Authenticate Land Deeds not Practicable

MLME Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 8 communities totaling more than 558, 000 hectares and spread across the southeast of the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of June 27, 2011.

b. Falsification of FDA Field Validation Report

i. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on April 5, 2010 nearly one year before Atlantic Resources, Ltd. submitted its application for the PUP which is dated March 17, 2011. As indicated to the SIIB by the FDA during an interview with the SIIB on November 12, 2012 in Monrovia, the process of obtaining a PUP is triggered by an application which is followed by a validation; so how could the FDA conduct a validation almost one year before an application was submitted to them?

ii. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report dated April 5, 2010, the FDA claims to have conducted the validation exercises “*During the period March 23 – June 1, 2011*”, nearly one year after the memorandum was written? Once again, how could the report be written at least one year before the activities being reported occurred?

5. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that “*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.*”

There is however no evidence of a social agreement for this PUP license.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Bade Section in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on the following improprieties:
 - a. falsified MLME authentication report;
 - b. falsified FDA Field Validation Report;
5. There is no evidence of a Social Agreement for this PUP license.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

PUP-38: The People of Bondi Mandingo Chiefdom

Date issued:	11 November 2011
PUP Holder:	The People of Bondi Mandingo Chiefdom
Land Owner(s):	The People of Bondi Mandingo Chiefdom
Operator:	Tutex Wood Management Corporation (TUTEX)
Contract Duration:	“25 years as it is a size of a Forest Management Contract”
PUP Location:	Bopolu District, Gbarpolu County
Land Area Granted for PUP:	88,540 hectares
Total Land Area indicated in PUP:	“200,840 acres/88,540 hectares
Total Deeded Land Area:	790,982 acres (320,099 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

The PUP was granted to the People of Bondi Mandingo Chiefdom, represented by Bopolu Development Corporation (BODECO) “by and thru” Paramount Chief Mono Karbo. The PUP was issued on November 11, 2011 for 88,540 hectares. It includes a certified copy an Aborigine Grant Deed granted to “Chief Ziamah for the Bopolu Chiefdom” for 790,982 acres issued by President Tubman on January 14, 1947. The PUP is granted for a period of “twenty five years (25) years, it being a size of a Forest Management Contract”. The PUP is signed by Moses Wogbeh for FDA, purportedly by Chief Mono for Bondi Mandingo Chiefdom, and approved by Minister Florence A. Chenoweth. Other Documents forming part of the PUP contract include:

1. September 24, 2011 letter from Bondi Mandingo Chiefdom requested that a PUP be issued to TUTEX. The letter bears the signature of Chief Mono Karbo and other community members, including clan chiefs and elders from Bondi Mandingo Chiefdom.
2. November 3, 2010 Memorandum from MLME regarding the review of the Deed conducted by MLME. In the Memorandum, MLME concludes that the Deed is valid although issued in 1947 but not registered until 1962, however, due to the number of public land sale deeds issued between 1947 and present within Bopolu Chiefdom, all deeds from this area should be reviewed. The MLME also address the issue of fee simple ownership, which is quoted here for its significance:

“3. The granting of this Deed does not and should not be construed to convey fee simple title to Boima Ziamah and his heirs and assigns; ***neither does it grant fee simple title to all the people of Bopolu Chiefdom*** “in common”. However, as permitted by existing legislations, it conveys communal land title to all the people of Bopolu Chiefdom” (emphasis added). The Letter then goes on to quote relevant sections of the Hinterland Laws and Administrative Regulations. The MLME then recommends that Bopolu Chiefdom be allowed to benefit from exploitation of “community forests” and that Bopolu Chiefdom be required to conduct a comprehensive re-survey of the boundaries of the deeded area.

3. An August 24, 2011 Desk Study completed by Land & Housing Development Inc. A complete copy of the Desk Study is not included in this PUP, as it makes no additional findings or recommendations, only reprinting the findings and recommendations of the MLME Memorandum. The Desk Study does indicate that Bopulu District includes Gongbay Chiefdom, Bopolu (Bondi Mandigo) Chiefdom, and Koninga Chiefdom.
4. October 20, 2011 Memorandum from FDA Technical Manager, John Kantor to Moses D. Wogbeh regarding the validation of the Deeded land area. Mr. Kantor concludes that “Bondi Mandingo deeded land area covered by FMC Area “D” is 19,647 hectares. The Memorandum then recommends that the PUP be issued to the “People of Bondi Mandingo for 88,540 hectares.

Issue 1: PUP Application Process

The requirements for entering to a PUP contract was not observed by FDA and TUTEX did not adequately meet the requirements for entering into a commercial forestry contract. The application was made by Bondi Mandingo Chiefdom stating an understanding between TUTEX and tribal authorities had been reached whereby TUTEX would manage the area. The SIIB finds the application to be a valid request for a PUP and TUTEX had the consent of Bondi Mandingo Chiefdom. However, the PUP should not have been issued in the name of TUTEX when the application request was made by Bondi Mandingo Chiefdom.

While the SIIB finds that application is valid, the other requirements of Section 5.6(d) of the NRFL were not observed. It is questionable whether TUTEX has the technical and financial ability to conduct commercial forestry activities. During the Interview with TUTEX on November 14, 2012, Mr. John Deah, General Manager of TUTEX admitted that TUTEX did not have the required equipment and was seeking to enter into an agreement with another operator. The SIIB would like to stress here that it has observed many instances where a company was granted a PUP and immediately entered into an agreement with another operator. In addition to the fact that the NFRL requires that assignment of PUP without the approval of FDA is a revocable violation, this was not the intended purpose of granting a PUP to a particular operator, who should have been vetted before the PUP was granted. In this case, TUTEX has demonstrated it does not have the technical and financial capacity and indeed has stated as much during the Interview session. The failure by FDA to properly vet the company prior to granting the PUP constitutes gross negligence on the part of FDA. The SIIB thus concludes that because TUTEX does not have the technical and financial ability to operate the PUP, the license should not have been issued to them.

FDA violated the requirements of the NFRL when it knowingly issued the PUP on land that MLME had specifically stated was not private land. The MLME Memorandum clearly sets forth that the

deed granted for the PUP does not convey fee simple title. FDA has consistently informed the SIIB that it relied upon the MLME for authentication of deeds and a determination whether the proposed PUP was on private land. Both the MLME Memorandum and the Desk Study (reviewed from its use in other PUPs) indicate that the Aborigine Land Deed conveys communal land rights to the area. Thus, while both reports stated Bopolu Chiefdom does have the right to conduct commercial forestry activities, the exercise of that right should have been under the CRL. The recommendation for conducting a comprehensive survey of the Bopolu Deed was never completed and the potential conflicts within the deeded area still exists.

FDA disregarded the recommendation of its Technical Department and issued the PUP in an area with known conflicting land use. The FDA Field Validation report identifies a conflict between the proposed PUP contract area and FMC D, and recommended that the PUP contract be issued for 88,540 hectares. When asked about the discrepancy between the recommendations of the MLME Memo, the Desk Study, the FDA Field Validation and the final decision taken by FDA, Mr. Sagbeh responded during the FDA Interview that, “its people private land.”

Issue 2: Consistency with the National Forest Strategy

FDA failed to comply with the guidelines of the National Forest Strategy. Again, while there is no indication that FDA assessed the total area already granted for varying commercial forestry activities in relation to the land use guidelines contained in the Strategy, the FDA Field Validation Report shows that in this instance, the FDA Technical Department made no recommendations intended to resolve the potential conflicts in land use.

Issue 3: Validity of Land Deed

There was an Aborigine Land Deed granted to Chief Ziamah for the People of Bopolu Chiefdom. The Aborigine Land Deed is a certified copy from the Ministry of Foreign Affairs.

There are two underlying issues with the grant of a PUP under this land deed: (1) the land deed had been verified as community land by MLME and not a private deed; and (2) there are serious concerns regarding the current area of the deeded land and with these concerns, no PUP should have been issued. As stated previously, MLME stated unequivocally that the land deed was granted to the People of Bopolu as a communal grant and there is no fee simple title. FDA should not have issued a PUP to Bondi Mandingo Chiefdom under this deed with the uncertainty in the actual deeded area and the recommendation of the MLME and the Desk study that the land be resurveyed.

Lastly, it was a violation of law for FDA to issue several PUPs under the one deed granted to Bopolu Chiefdom. As observed in the Desk Study, in addition to Bondi Mandingo, Bopolu Chiefdom also includes Korniga and Gongbay Chiefdoms. A PUP was issued to Koringa Chiefdom under this Aborigine Land Deed, when there is no proof that the area had been demarcated in accordance with

the Hinterland Law and Regulations.

Issue 4: Legality of PUP Contract

This PUP contract has many inconsistencies that absent the issues identified above, this contract is still void for illegality. The most glaring deficiency in the contract is the contradiction between the land area stated in the Metes and Bounds/Technical Description of Bondi Mandingo Chiefdom (88,540 hectares) and the area granted under the contract (90,527 hectares). The area granted under the PUP area is more than the Metes and Bounds supposedly relied upon by FDA in issuing the Contract. The SIIB finds this contract is invalid for this reason. The Recital to the PUP contract also states it relied upon the verification of the land area conducted by MLME and that "...Ministry fo Lands, Mines & Energy finally gives authentication and verification to the said Bondi Mandingo Chiefdom, Bopolu District deeded land through a letter under the signature of Deputy Minister for Operation (DMD) MLME, Ernest C. B. Jones, Jr." This is a blatant falsehood as the only recommendations contained in the letter are that Bopolu Chiefdom benefit from leases accrued from community forests provided all other titles granted by Public Land Deeds take precedence, there be a re-survey completed within 18 months and there be a desk study¹. Thus, not only did FDA disregard the Recommendations of MLME, but both FDA and BODECO knew or should have known that they were executing a contract with material falsehoods that goes to the essence of the contract.

Recommendation

1. The PUP should be voided for illegality as the license was not issued on private land in compliance with NFRL Section 5.6.

¹ Section 4.4 of the MLME Memorandum states, "That the completion of the desk study must be a *pre-requisite* to the granting of community forest rights" (emphasis added).

The People of Bade Clan

Date issued: October 6, 2011
PUP Holder: The People of Bade
Land Owner: The People of Bade
Operator: Atlantic Resources
Contract Duration: *“twenty five (25) years, the land area being as an FMC”*
PUP Location: Bade Clan, Gbarpolu County
Land area Granted for PUP: 83,709 hectares
Total Land Ares Indicated in PUP: 83,709 hectares
Total Deeded Land Area: 206,845 acres (83,707.2 hectares)

VI In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is no evidence of letter of application among the submissions received by the SIIB from the community to the FDA requesting a PUP, neither was there an application from an authorized representative of the community. The FDA verification memorandum dated October 16, 2009 refers to a communication *“under the signature of Mr. August Abrihim, Planning Manager, Atlantic Resource Logging Company”* requesting the issuance of PUPs for ten (10) different community forests including the Bade, however copy of this communication from Atlantic Resources Logging Company to FDA was not made available to the SIIB.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on May 10, 1951 for 206,845 acres (83,707.2 hectares) for the Chief, Elders and Citizens of Bade Section. The deed was probated on October 18, 1952 and certified by the Ministry of Foreign Affairs on August 5, 1981 under the signature of Christopher Minikon as deputy minister.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. Among other things, the findings indicate that the Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, and Zorzor deeded land falls directly into the Forest Management Contract areas “D” and “M” and recommends that *“the deed be forwarded to the Ministry of Lands, Mines & Survey for authentication.”*

Discussion of Issues

1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Bade Section. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. Falsification of MLME Deed Authentication

i. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

ii. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

b. Falsification of FDA Field Validation Report

iii. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was

written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

iv. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises “*During the period 2010-2011.*” Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is no evidence of a social agreement in violation of Section 5.6(c) of the NFRL.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Bade Section in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on forged MLME authentication report and forged FDA Field Validation Report.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Beawor District

Date issued:	October 6, 2011
PUP Holder:	The People of Beawor District
Land Owner:	The People of Beawor River District
Operator:	Forest Ventures/Atlantic Resources, Ltd.
Contract Duration:	<i>“twenty five (25) years, the land area being as an FMC”</i>
PUP Location:	Beawor District, Rivercess County
Land area Granted for PUP:	42,390 hectares
Total Land Ares Indicated in PUP:	42,390 hectares
Total Deeded Land Area:	Not available

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated August 25, 2011 from Beawor Administrative District under the signature of Arthur Toe, Clan Chief requesting the issuance of a PUP.

2. Land Deed

There was no evidence of a land deed attached to the PUP license. In addition, FDA did not submit any copy of a land deed for this PUP, neither did the community nor an operator.

3. Deed Verification by MLME

Though there is no evidence of a land deed for this PUP, included in the PUP is the general deed verification letter from MLME dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. The findings of the report do not mention anything about the Jaedae deeded land.

5. Letter of Application from Atlantic Resources, Ltd.

The PUP also contains a letter from Atlantic Resources, Ltd. dated September 5, 2011 requesting the FDA for the issuance of PUP licenses for the following 13 communities spread across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

1. Possible Fraud and Legality of Contract

a. Falsification of MLME Deed Authentication

i. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- **Maxwell C.F. Gwee’s Signature was Forged**

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- **Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011**

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

ii. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

b. Falsification of FDA Field Validation Report

iii. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

iv. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises “*During the period 2010-2011.*” Once again, how could the report be written at least one year before the activities being report occurred?

2. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Proof of Land Ownership

In accordance with Section 5.6 of the NFRL, the issuance of a PUP is contingent on private land ownership which is evidenced by a land deed. There is no evidence of

inclusion of a land deed in this PUP, making it a violation of Section 5.6 of the NFRL.

b. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

c. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* The social agreement presented by Forest Ventures, Inc. is between the People of Beawor District, the land owners, and Forest Ventures, Inc. This interposes the following legal issues:

Forest Ventures, Inc. is not the land owner and there is no evidence of Forest Ventures, Inc. being authorized by the land owners to act on their behalf. Therefore, Forest Ventures, Inc. cannot be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides one key benefit to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled. The other benefits are rather vaguely stated: construction of one clinic toward the end of the third year in operation; and construction of two schools toward the end of the second year in operation.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2 of the NFRL.
3. There is no evidence of a land deed included with the PUP.
4. The PUP is invalid because no evidence is provide to the effect that it is based on a land deed. It is also invalid because it is based on the following invalid documents: fake land deed, falsified MLME deed authentication report and falsified FDA Field Validation Report. Furthermore the PUP license is invalid because the area granted is almost twice the size of the deeded land.
5. The Social Agreement between the People of Beawor District and Forest Ventures, Inc. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Bella Yellah District

Date issued: October 6, 2011
PUP Holder: The People of Belleh Yellah
Land Owner: The People of Belleh Yellah
Operator: Southeast Resources/Atlantic Resources
Contract Duration: *“twenty five (25) years, the land area being as an FMC”*
PUP Location: Belleh Yellah District, Gbarpolu County
Land area Granted for PUP: 130,569 hectares
Total Land Ares Indicated in PUP: 130,569 hectares
Total Deeded Land Area: 322,643 acres (130,569 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated August 8, 2011 from Belleh Yellah District under the signature of Joseph Vallah, Paramount Chief requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on March 10, 1952 for 86,554 acres 322,643 acres (130,569 hectares) for the Chief, Elders and Citizens of Belleh Cheifdom. The deed was probated on March 12, 1951 and certified by the Ministry of Foreign Affairs on September 4, 1970 under the signature of Ernest Eastman as acting secretary of state.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. Among other things, the findings indicate that the Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, and Zorzor deeded land falls directly into the Forest Management Contract areas “D” and “M” and recommends that *“the deed be forwarded to the Ministry of Lands, Mines & Survey for authentication.”*

5. Letter of Application from Atlantic Resources, Ltd.

The PUP also contains a letter from Atlantic Resources, Ltd. dated September 5, 2011 requesting the FDA for the issuance of PUP licenses for the following 13 communities spread across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Mar-

bo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

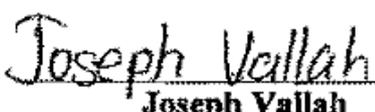
1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Belleh Chiefdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of Joseph Vallah is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 Joseph Vallah PARAMOUNT CHIEF/BELLE YELLAH DISTRICT	 Joseph Vallah Paramount Chief/Bella Yellah

b. Falsification of MLME Deed Authentication

v. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

vi. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

c. Falsification of FDA Field Validation Report

vii. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

viii. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises “*During the period 2010-2011.*” Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that “*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.*” The social agreement presented by Southeast Resource, Inc. is between the People of Belleh, the land owners, and Southeast Resource, Inc. This interposes the following legal issues:

Southeast Resource, Inc. is not the land owner and there is no evidence of Southeast Resource, Inc. being authorized by the land owners to act on their behalf. Therefore, Southeast Resource, Inc. cannot be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides three key benefits to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled; construction of one elementary school, one junior high school and one clinic in Lokogasa; one high

school each in Belleh Yellah and Kalata from the second to the fourth year of operation; and construction of one health center in each of Tokai and Marvordor towns.

c. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report indicates the Belleh deeded land falls directly into the Forest Management Contract areas “D” and “M”. These overlaps are not in conformity with National Forest Strategy.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Belleh Chiefdom in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on forged MLME authentication report and forged FDA Field Validation Report.
5. The PUP was granted outside the spirit of the National Forest Strategy due to overlaps with other forest uses as determined by the FDA Field Validation Report.
6. The Social Agreement between the People of Belleh and Southeast Resources, Inc. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Bodae

Date issued: August 31, 2010
PUP Holder: People of Bodae
Land Owner(s): People of Bodae
Operator: Atlantic Resources Limited (ARL)
Contract Duration: 14 years
PUP Location: Sinoe County
Land Area Granted for PUP: 24,031 hectares
Total Land Area indicated in PUP: "59,381 acres/24,031 hectares"
Total Deeded Land Area: Not Available/ the deed is not attached to PUP Document

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is no evidence of a letter of application from the community to the FDA requesting a PUP, neither was there an application from an authorized representative of the community. However, The FDA received an application dated March 17, 2011 from Atlantic Resources and signed by Augustus Abram. The letter requests the issuance of PUPs for eight (8) different community forests including Bodae.

2. Land Deed

The PUP for the People of Bodae did not have a deed attached.

3. Deed Verification by MLME

The deed was verified by a letter dated June 27, 2011 and signed by Maxwell C. F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME. He informed the FDA that after carefully analyzing the technical information provided and verification by the County surveyor, the documents were found to be correct and there existed no other claimants.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 reported that the verification exercise was conducted during the period March 23 – June 1, 2012 for eight PUP areas – B'hai, Bodae, Gbao, Jeadepo, Kulu Shaw-Boe, Sam Gbalor, Tarsue Sanquin, and Tchien Magna Districts. The report lists areas verified that are situated in Grand Gedeh, Sinoe and Rivercess, but it refers to events that took place in River Gee and Grand Kru Counties. Interestingly, there is another memo also dated April 5, 2010 the same date but is related to verification for the following PUPs: Trenbo, Upper and Lower Jloh, Bolloh Forests (Grand Kru County), Karluway # 1 & 2, Barrobo (Maryland), Nyenebo, Tuobo, & Tiempo forest (River Gee).

The two memorandums are similar in most respect expect with the insertion of dates. The Memorandum related to Bodae refers to meetings in River Gee and Grand Kru, and also references attendance by Senators Blamo Nelson and Cletus Wotorson of Grand Kru. How is it possible that meetings were held in Grand Kru and River Gee when none of the PUPs being

verified were in those counties. The duplication of the memorandum comes as no surprise as the Regional Forester of FDA - Region 4 Philip Joekolo told the SIIB during field visit to his controlled areas that the memorandum dated April 5, 2010 and indicating visits done in 2011 was doctored. The findings and recommendations do not mention the People of Bodae.

Discussion of Issues

1. No Evidence of Permission from Landowner

- a. There is no evidence of an application for this PUP either from the community or from an authorized representative. Reference is made in the FDA Field Verification Report to a letter of application dated March 17, 2011 for a PUP from Atlantic Resources Limited (ARL). However there is no evidence of the community giving ARL that right. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the landowner or person permitted in writing to apply on the landowner's behalf. .

2. Land Ownership Right Ineligible for PUP

- a. The PUP contract does not have attached the land deed and need one in other to be in consonance with the law. Considering the absence of a deed and in accordance with Section 2.3(b) of the CRL, and the land being for the "People of Bodae" shows collective ownership and should be classified as a community forest and must therefore be operated under the framework of the CRL.

3. Possible Fraud and Legality of Contract

- a. Falsification of FDA Field Validation Report

In an interview on December 2, 2012, the FDA's Regional Forester for Region 4, Philip Joekolo, informed the SIIB that at no time did FDA conduct field verification of this area. He indicated further that the reference made to a visitation to the area in the FDA Validation Report of April 5, 2010 was in fact awareness conducted by the FDA for the CRL. It was not meant to validate PUP land areas as claimed in the validation report. The validation report of April 5, 2010 list Joekolo as one of the members of the team that conducted the validation. Evidence suggests that the validation report was manufactured in Monrovia.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

- a. **Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management**

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is a social agreement between People of Bodae and Atlantic Resources Limited. The social contract indicates the construction of one clinic for US\$12,500 in the third year of operations and “will begin” construction of two schools valued at US\$14,500 in the second year. The agreement also indicates that the operator will assist in maintaining secondary and primary roads. It also indicates that the operator will pay US\$3.00 per cubic meter

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted despite there being no deed attached to documents available to the SIIB.
4. The PUP was issued with FDA reliance on documents that were falsified.
5. There is fraud committed by staff of FDA by authoring a memorandum for field visits that did not take place.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud that has been uncovered.

The People of Boe Clan

Date issued: October 6, 2011
 PUP Holder: The People of Boe Clan
 Land Owner: The People of Boe Clan
 Operator: Forest Ventures/Atlantic Resources, Ltd.
 Contract Duration: *“twenty five (25) years, the land area being as an FMC”*
 PUP Location: Boe Clan, Sinoe County
 Land area Granted for PUP: 48,675 hectares
 Total Land Ares Indicated in PUP: 48,675 hectares
 Total Deeded Land Area: 120,279 acres (48,675.1 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated June 14, 2011 from Boe Clan under the signature of Frank Goll, Paramount Chief requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on March 10, 1952 for 120,279 acres (48,675.1 hectares) for the Chief, Elders and Citizens of Boe Clan. The deed was probated on January 26, 1950 and certified by the Depart of State on February 1, 1961 under the signature of J. Rudolph Grimes as secretary.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. The findings of the report do not mention anything about the Jeadae deeded land.

5. Letter of Application from Atlantic Resources, Ltd.

The PUP also contains a letter from Atlantic Resources, Ltd. dated September 5, 2011 requesting the FDA for the issuance of PUP licenses for the following 13 communities spread across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

1. Land Ownership Right Ineligible for PUP

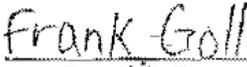
The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of

Boe Clan. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of Frank Goll is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 Frank Goll PARAMOUNT CHIEF/BOE CLAN	 Frank Goll Paramount Chief/Boe

b. Fake Land Deed

The land deed attached to this PUP license is said to have been signed by President Tubman on **March 10, 1952** and was probated on **January 26, 1950** meaning that it was probated 26 months before it was signed by the President. In Liberia land deeds are signed by the President (or grantor) before they are probated and not the other way around as suggested here; so the deed could not have been probated before it was signed by the President. This is a clear indication of a forged deed.

c. Falsification of MLME Deed Authentication

i. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assis-

tant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

ii. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

d. Falsification of FDA Field Validation Report

i. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

ii. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises “*During the period 2010-2011.*” Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that “*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.*” The social agreement presented by Forest Venture, Inc. is between the People of Boe Clan, the land owners, and Forest Venture, Inc. This interposes the following legal issues:

Forest Venture, Inc. is not the land owner and there is no evidence of Forest Venture, Inc. being authorized by the land owners to act on their behalf. Therefore, Forest Venture, Inc. cannot be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides three key benefits to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled; construction of one clinic toward the end of the third year of operation value at US\$12,500; and construction of two schools toward the end of the second year of operation at the value of US\$14,500 each.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Boe Clan in violation of Section 2.3(b) of the CRL.
4. The land deed is a fake.
5. The PUP is invalid because it is based on the following invalid documents: fake land deed, falsified MLME deed authentication report and falsified FDA Field Validation Report. Furthermore the PUP license is invalid because the area granted is almost twice the size of the deeded land.
6. The Social Agreement between the People of Boe Clan and Forest Venture, Inc. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The GOL should evoke the appropriate legal action to cancel Social Agreement.

The People of Deebga Clan

The People of District 3

Date issued: October 6, 2011
 PUP Holder: The People of District # 3
 Land Owner: The People of District # 3
 Operator: Nature Oriental Timber
 Contract Duration: "twenty five (25) years"
 PUP Location: Grand Bassa County
 Land area Granted for PUP: 66,977 hectares
 Total Land Ares Indicated in PUP: 66,977 hectares
 Total Deeded Land Area: 140,000 acres (56,655.9 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated April 4, 2011 from District # 3 Forest Management Committee under the signature of Johnson B. Moses, Elder requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Barclay on August 26, 1924 for 140,000 acres (56,655.9 hectares) for Gbarr-Teay and Kparr Sayuo, Chiefs of Dolay and People of Dolay. The deed was certified by the Ministry of Foreign Affairs on February 11, 1973 under the signature of C. Cecil Dennis as minister. The date the deed was probated is not indicated on the deed.

3. Deed Verification by MLME

There is no evidence of verification of the deed by MLME.

4. FDA Field Verification Report

An internal FDA memorandum dated May 30,, 2011 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period April 1 – 15, 2011.

Discussion of Issues

1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Gbarr-Teay and Kparr Sayuo, Chiefs of Dolay and People of Dolay. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of Johnson B. Moses is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
Signed:  Johnson B. Moses ELDER/DISTRICT # 3	 Johnson B. Moses/Elder

b. Fake Land Deed

The land deed attached to this PUP license is said to have been signed by President Barclay on **August 26, 1924**, Barclay was president from 1930 - 1944. President Barclay could not have been signed the deed before he became president.

c. PUP Area Larger than Deeded Land

The size of land granted in the PUP license is 10,321 hectares more than the size of the deeded land. The deeded land size on 56,655.9 hectares and the area granted in the PUP is 66,977 hectares.

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* The social agreement presented by Nature Oriental Timber Corporation, Inc. is between the People of District # 3, the land owners, and Nature Oriental Timber Corporation, Inc. This interposes the following legal issues:

Nature Oriental Timber Corporation, Inc. is not the land owner and there is no evidence of Nature Oriental Timber Corporation, Inc. being authorized by the land owners to act on their behalf. Therefore, Nature Oriental Timber Corporation, Inc. cannot be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides three key benefits to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled; construction of one clinic toward the end of the third year in operation value at US\$12,500; and construction of two schools toward the end of the second year in operation at the value of US\$14,500 each.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for Gbarr-Teay and Kparr Sayuo, Chiefs of Dolay and People of Dolay in violation of Section 2.3(b) of the CRL.
4. The land deed is a fake because it could not have been signed by President Barclay he became president.
5. The PUP is invalid because it is based on a fake land deed.

6. The Social Agreement between the People of Gbarr-Teay and Kparr Sayuo, Chiefs of Dolay and People of Dolay and Nature Oriental Timber Corporation, Inc. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Dorzohn

Date issued: November 11, 2011
PUP Holder: People of Dor-Zohn District #3A
Land Owner: Chiefs, Elders, and Citizens of Kokoyah District
Operator: N/A
Contract Duration: 2 years
PUP Location: Bong County
Land area Granted for PUP: 1,188 hectares
Total Deeded Land Area: 300 acres (Deed 1) and 1500 acres (Deed 2)

In addition to the PUP, other critical documents forming part of the PUP license are:

1. PUP Application

In a letter dated June 25, 2011, a request was made by the purported “Legal Administrator of the Intestate Estate of Chief Jaynor and his people.” The letter states the administrator is seeking a PUP “for the purpose of sustainably harvesting a tract of land that belongs to our family.” The letter is signed by Mydeh Kpogba as Attorney-in-Fact.

2. Land Deed

There are two land deeds attached to the PUP License. The first deed is a certified copy of an Aborigine Grant Deed to Jay-nor Chief of Dorzohn and his People of Grand Bassa County for 300 acres granted by President Edwin Barclay on February 30, 1935. The Endorsement to the Deed shows it was probated March 6, 1945 by Registrar Annie E. Benson of Grand Bassa County (unsigned) and indicates that the Deed is recorded in Volume 20 page 169. The Certificate from the Bureau of Archives is dated December 20, 1960 under the signature of J. Rudolph Grimes, Secretary of State (unsigned) and indicates that the Deed is recorded in Volume 20 page 169 for Grand Bassa County.

The second deed is also an Aborigine Grant Deed to “Jay-nor Chief of Dorzohn and his people and his heirs executors administrators and assigns forever...” for 1500 acres granted by President Edwin Barclay on March 20, 1930. The Endorsement to the Deed shows it was probated May 6, 1936 by Registrar Annie E. Benson of Grand Bassa County (unsigned) and indicates that the Deed is recorded in Volume 21 page 160. The Certificate from the Bureau of Archives is dated December 20, 1960 under the signature of J. Rudolph Grimes, Secretary of State (unsigned) and indicates that the Deed is recorded in Volume 20 page 169 for Grand Bassa County.

3. Ministry of foreign Affairs Certificate of Non-Discovery

In response to an April 6, 2011 request from George Miller, Assistant Minister at MLME, the Ministry of Foreign Affairs issued a Certificate of Non-Discovery dated August 26, 2011. The Ministry concluded that Volume 20-88 and Volume 52 for Grand Bassa County “is not apparent neither is it recorded in the inventory of the Bureau of Archives Ministry of Foreign Affairs.” The Certificate states that up to the time of the communication, CNDRA was unable

to establish the existence of the two volumes.

4. Grand Bassa County Surveyor Report

In response to an April 12, 2011 letter from Assistant Minister George Miller, the County Surveyor's land verification report from David Blaye dated July 14, 2011 states he reviewed the deeds and found that Deed 1 contained technical errors which needed to be corrected. Blaye increased the size of the land from 300 acres to 1400 acres. He found no problems with Deed 2 "since the first Deed is corrected."

5. MLME Land Verification Letter

On September 9, 2011 Assistant Minister George Miller responded to the request by FDA to verify and authenticate the deeds. Miller replies that based on the County Surveyor's report **AND** the Certificate of Non-Discovery from the Ministry of Foreign Affairs, the PUP should be issued. Handwritten on the Letter from Miller is instructions from Wogbe to Kantor, Tally, and Sagbeh that they produce the necessary documents to issue the PUP.

6. FDA Field Verification Memorandum

The Memorandum from the FDA Technical Department is dated October 24, 2011 and states the field visit was completed June 20-27 and finds there are no overlaps or encumbrances. The Technical Department recommends the PUP is granted for 1,188 hectares of land.

Discussion

1. PUP Application

The application letter from Mydeh Kpogba is insufficient to establish permission from the land owner. The is contradictory in first stating the 'deeded land' belongs to Chief Jaynor and the people of Dor-Zohn then stating the applicant wishes to apply for a PUP for land belonging to "our family." Although there is a Power of Attorney included with the documents, this is also insufficient to establish permission from the landowner. There is no indication that the people of Dor-Zohn were consulted, particularly as the applicant and those signing the Power of Attorney seem to believe that the 'deeded land' is the personal property of Chief Jaynor.

2. Land Deeds

The two land deeds submitted for consideration by FDA are obvious forgeries even to an untrained eye. The typeface varies in noticeable ways and the deed was purportedly signed on "Feburary 30, 2012" – a calendar date that non-existent. Importantly, the language of the deed differs significant from the language in other Aborigine Grant Deeds.

The most significant indication that the deeds are forgeries is the Certificate of Non-Discovery issued by MFA. The Certificate provided to MLME (and referred to in their letter to FDA) is unequivocal that the purported volumes do not exists. The heading of the MFA communication, "CERTIFICATE OF NON-DISCOVERY" should have drawn attention to the contents of the communication. Instead, it appears as if George Miller never read the communication from MFA. FDA also did not review the contents of George Miller's letter and the attached Certificate, although the handwritten note from Wogbeh clearly shows everyone had the opportunity to review the information. It is baffling that FDA included the Certificate of Non-Discovery as a supporting document with the PUP license. This is clear indication that FDA did not follow any processes or standards in issuing PUPs. A statement from MLME that the deed is correct does not negate the facts provided by CNDRA.

3. FDA Field Verification Letter

The FDA verification memorandum is dated October 24, 2011 – well after Wogbeh’s handwritten note (on the September 9, 2011 letter from MLME) instructing Kantor and Sagbeh to produce the necessary documents. The SIIB has serious doubts that any field visit was completed by the FDA Technical Department.

Findings

1. The Land Deeds relied upon in issuance of the PUP are forgeries.
2. It was gross misconduct by Assistant Minister George Miller to verify the Deeds as valid when CNDRA had informed him the deeds did not exist.
3. County Surveyor David Blaye abused his office and had no authority to issue Certificate of Correction.
4. FDA Management verification memorandum is falsified.
5. It was gross misconduct and abuse of power for Wogbeh to grant this PUP.

Conclusions

1. The PUP is void for illegality as the underlying deeded instrument is a forgery
2. Assistant Minister George Miller should be censured by the MLME for gross negligence in his approval of the Dor-Zohn Deeds
3. David Blaye should be terminated from his position as County Surveyor and his Surveyor’s license revoked for the Certificate of Correction issued for Dor-Zohn Deed 1 and four other deeds.
4. Moses Wogbeh, John Kantor, and Benedict Sagbeh should be terminated from their positions for willful misconduct, gross negligence, and abuse of power for falsification of documents and issuance of this and other PUPs in violation of the law.

The People of Dugbeh River District

Date issued: October 6, 2011
PUP Holder: The People of Dugbeh River District
Land Owner: The People of Dugbeh River District
Operator: Atlantic Resources, Ltd.
Contract Duration: *“twenty five (25) years, the land area being as an FMC”*
PUP Location: Dugbeh River District, Sinoe County
Land area Granted for PUP: 52,858 hectares
Total Land Ares Indicated in PUP: 52,858 hectares
Total Deeded Land Area: 72,638 acres (29,395.5 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated June 12, 2011 from Dugbeh River Statutory District under the signature of Peter Tugbeh, Paramount Chief requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on March 10, 1952 for 72,638 acres (29,395.5 hectares) for the Chief, Elders and Citizens of Dugbeh Chieftdom. The deed was probated on June 15, 1950 and certified by the Ministry of Foreign Affairs on August 5, 1981 under the signature of C. Christopher Minikon deputy as minister.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. The findings of the report do not mention anything about the Jeadae deeded land.

5. Letter of Application from Atlantic Resources, Ltd.

The PUP also contains a letter from Atlantic Resources, Ltd. dated September 5, 2011 requesting the FDA for the issuance of PUP licenses for the following 13 communities spread across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

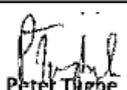
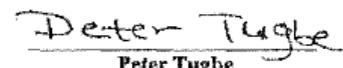
1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Dugbeh Chiefdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of Peter Tugbeh is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 Peter Tugbeh PARAMOUNT CHIEF/DUGBEH RIVER DISTRICT	 Peter Tugbeh Paramount Chief Dugbeh River

During a meeting between the SIIB and the Dugbeh River community in Sinoe County on December 2, 2012, Paramount Chief Peter Tugbeh was asked by the SIIB whether the two signatures above were his. The Chief did not answer the question, and instead requested permission to go to the rest room. Upon his return, and what appeared to be consultation, he informed the SIIB that someone signed for him in both instances.

b. Fake Land Deed

The land deed attached to this PUP license is said to have been signed by President Tubman on **March 10, 1952** and was probated on **June 15, 1950** meaning that it was probated 18 months before it was signed by the President. In Liberia land deeds are signed by the President (or grantor) before they are probated and not the other way around as suggested here; so the deed could not have been probated before it was signed by the President. This is a clear indication of a forged deed.

c. PUP Area Larger than Deeded Land

The size of land granted in the PUP license is almost double the size of the deed land. The deeded land size on 29,395.5 hectares and the area granted in the PUP is 52,858 hectares.

d. Falsification of MLME Deed Authentication

iii. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters

that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee's Signature was Forged
In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.
- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011
In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

iv. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

e. Falsification of FDA Field Validation Report

v. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

vi. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises "*During the period 2010-2011.*" Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that "*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and*

that defines benefits and access rights for local forest-dependent communities.” The social agreement presented by Atlantic Resources, Ltd. is between the People of Dugbeh River District, the land owners, and Atlantic Resources, Ltd. This interposes the following legal issues:

Atlantic Resources, Ltd. is not the land owner and there is no evidence of Atlantic Resources, Ltd. being authorized by the land owners to act on their behalf. Therefore, Atlantic Resources, Ltd. cannot be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides three key benefits to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled; construction of one clinic toward the end of the third year of operation value at US\$12,500; and construction of two schools toward the end of the second year of operation at the value of US\$14,500 each.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Dugbeh River District in violation of Section 2.3(b) of the CRL.
4. The land deed is a fake.
5. The PUP is invalid because it is based on the following invalid documents: fake land deed, falsified MLME deed authentication report and falsified FDA Field Validation Report. Furthermore the PUP license is invalid because the area granted is almost twice the size of the deeded land.
6. The Social Agreement between the People of Dugbeh River District and Atlantic Resources, Ltd. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Foya

Date issued:	Not available
PUP Holder:	The People of Foya Administrative District
Land Owner:	The People of Foya Chiefdom
Operator:	Not available
Contract Duration:	<i>“twenty-five (25) years, the land area being as an FMC”</i>
PUP Location:	Foya District, Lofa County
Land area Granted for PUP:	121,834 hectares
Total Land Ares Indicated in PUP:	Not available
Total Deeded Land Area:	Not available

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. **PUP Application**

There is evidence of an application attached to the PUP license.

1. **Land Deed**

The certification and endorsement pages of a certified copy of an Aborigines Deed are attached to the PUP license for the Chief, Elders and Citizens of Foya Chiefdom. The deed was probated on September 20, 1952 and certified by the Ministry of Foreign Affairs on January 22, 1973 under the signature of C Cecil Dennis as minister.

2. **Deed Verification by MLME**

There is no evidence of a deed verification by MLME.

3. **FDA Field Verification Report**

There is also no evidence of FDA field verification.

Discussion of Issues

1. **No Evidence of Permission from Landowner**

There is no evidence of an application in the PUP license, which constitutes a violation of Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf. This is a clear violation of Section 5.6(c)(i) of the NFRL.

2. **Land Ownership Right Ineligible for PUP**

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Foya Chiefdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

3. **Failure to Comply with the Requirements for Conducting Forestry Activities**

a. **Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management**

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. **Social Agreement**

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the*

Authority and that defines benefits and access rights for local forest-dependent communities.” There is no social agreement for this PUP license.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on a Aborigines Grant Deed for the Chief, Elders, and Citizens of Foya Chiefdom in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is falsified.
5. There is no social agreement for this PUP license.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.

The People of Gbao District

Date issued: August 12, 2011
 PUP Holder: The People of Gbao District
 Land Owner: The People of Gbao District
 Operator: Frank Brook Liberia, Inc.
 Contract Duration: *“twenty eleven (11) years, the land area being as TSC”*
 PUP Location: Grand Gedeh County
 Land area Granted for PUP: 17,639 hectares
 Total Land Ares Indicated in PUP: 17,639 hectares
 Total Deeded Land Area: 43,586 acres (17,638.6 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated March 17, 2011 from Forest Venture, Inc. under the signature of Augustus Abram, Planning Manager requesting the issuance of 8 PUPs, but does not include one for Gbao District. There is no evidence of a letter of application for this PUP license.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on October 20, 1953 for 43,586 acres (17,638.6 hectares) for the Chief, Elders and Citizens of Gbao Cheifdom. The deed was probated on October 28, 1953 and certified by the Ministry of Foreign Affairs on July 20, 1975 under the signature of C. Cecil Dennis as minister.

3. Deed Verification by MLME

There is no verification letter from MLME for this PUP license.

4. FDA Field Verification Report

There is a single page (Page 2) of an FDA Verification Memorandum attached to the PUP license. There is no evidence of the remaining pages of the report.

Discussion of Issues

1. No Evidence of Permission from Landowner

The PUP license contains an application dated March 17, 2011 from Atlantic Resources, Ltd. requesting for PUP licenses for 8 communities not including Gbao. There is no evidence of an application letter for this PUP. There is also no evidence of the land owners, the People of Gbao Chiefdomt, giving anyone permission to apply on their behalf. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf. This is a clear violation of Section 5.6(c)(i) of the NFRL.

2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Gbao Chiefdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Tech-

nical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* There is no evidence of a social agreement for this PUP license.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Gbao Chiefdom in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is missing the essential requirements such as application, MLME deed validation, and FDA verification.
5. There is no Social Agreement for this PUP license.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.

V

The People of Gbarma District

Date issued: October 6, 2011

PUP Holder: The People of Gbarma

Land Owner: The People of Gbarma

Operator: Southeast Resources/Atlantic Resources

Contract Duration: *“twenty five (25) years, the land area being as an FMC”*

PUP Location: Gbarma District, Gbarpolu County

Land area Granted for PUP: 35,028 hectares

Total Land Ares Indicated in PUP: 35,028 hectares

Total Deeded Land Area: 86,554 acres (35,027.1 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated July 10, 2011 from Gbarma District under the signature of Varney Jallah, Paramount Chief requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on April 11, 1950 for 86,554 acres (35,027.1 hectares) for the Chief, Elders and Citizens of Gbarma. The deed was probated on October 10, 1950 and certified by the Ministry

of Foreign Affairs on August 5, 1981 under the signature of Christopher Minikon as deputy minister.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were “found to be correct and the land un-encumbered.” This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. Among other things, the findings indicate that the Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, and Zorzor deeded land falls directly into the Forest Management Contract areas “D” and “M” and recommends that “the deed be forwarded to the Ministry of Lands, Mines & Survey for authentication.”

5. Letter of Application from Atlantic Resources, Ltd.

The PUP also contains a letter from Atlantic Resources, Ltd. dated September 5, 2011 requesting the FDA for the issuance of PUP licenses for the following 13 communities spread across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

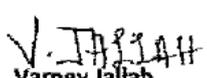
1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Gbarma. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of Varney Jallah is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 Varney Jallah PARAMOUNT CHIEF/GBARMA DISTRICT	 Varney Jallah Paramount Chief/Gbarma

b. Falsification of MLME Deed Authentication

vii. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which

assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

viii. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

c. Falsification of FDA Field Validation Report

ix. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

x. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises “*During the period 2010-2011.*” Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* The social agreement presented by Southeast Resource, Inc. is between the People of Gbarma District, the land owners, and Southeast Resource, Inc. This interposes the following legal issues:

Southeast Resource, Inc. is not the land owner and there is no evidence of Southeast Resource, Inc. being authorized by the land owners to act on their behalf. Therefore, Southeast Resource, Inc. cannot be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides one key benefit to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled. The other benefits are vaguely stated as help in constructing one junior high school and senior high school within the second and fourth year of its operation; and to *“assist in providing stipend for teachers and health workers at the above facilities.”*

c. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report indicates the Gbarma deeded land falls directly into the Forest Management Contract areas “D” and “M”. These overlaps are not in conformity with National Forest Strategy.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the People of Gbarma in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on forged MLME authentication report and forged FDA Field Validation Report.
5. The PUP was granted outside the spirit of the National Forest Strategy due to overlaps with other forest uses as determined by the FDA Field Validation Report.
6. The Social Agreement between the People of Gbarma District and Southeast Resources, Inc. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Gbeapo, Potupo & Sarbo District, River Gee County

Date issued: May 4, 2010

PUP Holder: The People of Gbeapo, Potupo, and Sarbo Districts

Land Owner: Tienpo, Gbeapo District Number 2

Operator: D.C. Wilson

Contract Duration: 23 years

PUP Location: River Gee County

Land area Granted for PUP: 45,873 hectares

Total Deeded Land Area: 679,373 acres

1. Application

There are three (3) different letters of application included with the PUP license: (1) from Nanee Administrative Statutory District Forest Management Committee (“Nanee FMC”) requesting a PUP on 49,999 hectares “owned by the people of Nanee District” to be managed by D.C. Wilson Inc., signed by members of the Nanee FMC dated November 12, 2010, (2) a probated request dated March 9, 2011 from Gbeapo, Potupo, and Sarbo Forest Management Committee for a PUP on 45,873 hectares signed by members of the FMC, and (3) from Senator J. Nathaniel Williams, Jr. dated May 10, 2011 requesting that the PUP applied for by the communities be approved for operation by D.C. Wilson Inc.

2. Land Deed

The Deed presented is a certified copy of a Public Land Grant Tribal Territory Deed from the Republic of Liberia by President Samuel K. Doe in May 1986 to Tienpo, Gbeapo District Number 2. There is no actual date of the grant stated on the deed. There are restrictions placed on the ownership of the land: *“they will cultivate the land hereby granted __ the planting __ from time to time of such agricultural products as may be described government regulations; that one fourth of the land hereby granted be maintained as forest reserve and that the grantees shall __ all times confirm to the sanitary regulations prescribed by law __ regulations. Failing the performance of these obligations this __ shall become null and void, otherwise, to remain in full force by virtue.”*

3. Deed Verification by MLME

Verification of the land deed was contained in a letter dated November 19, 2010 from Maxwell C.F. Gwee, Acting Assistant Minister stating FDA should proceed with granting the PUP. The Surveyor’s report dated November 5, 2010 is attached stating the information included in the deed and the copy of the probate and finally giving coordinates, stating the metes and bounds had been checked. The Surveyor’s report predates all requests for PUP, including the request by Nanee FMC.

4. FDA Field Verification Report

The FDA Verification Memorandum is dated April 28, 2011 and based on the request from Nanee FMC. According to the memorandum, the yield visit occurred between November 26th – December 6, 2010. The memorandum states that 254,572 acres of the deeded land falls within Euro Logging Company FMC “F” and that the total area available is 415,590 acres. The memorandum recommends that a PUP is issued for 415,590 acres (168,187 hectares). The memorandum finally notes that the area is home to protected wild life species.

Discussion of Issues

1. PUP License

The PUP license is dated May 4, 2010, prior to any request by the communities, although

the cover page to the PUP states April 28, 2011. The report from the County Surveyor also pre-dates any request by the communities. It is clear from his report that the survey was conducted under the direction of MLME, which would have also been given prior to the request by the community.

2. Public Land Grant Tribal Territory Deed

The land deed was granted specifically for agricultural and conservation purposes. The deed states that failure to comply with the restrictive covenants would result in loss of the land. Because there were restrictions placed on the use of the land, there was not fee simple title in the grant. The deed also required that one fourth of the land be maintained as a forest reserve (169,843.3 acres). However, in recommending the land for a PUP, the FDA Technical Department states the PUP should be granted for the entire 415,590 acres that is unencumbered.

3. Social Agreement

A Social Agreement is signed between D.C. Wilson, Gbeapo, Potupoh and Sarbo Districts dated June 26, 2011. The Social Agreement is signed by Robert Porka as Chairman on behalf of the communities. It is unclear what Porka's chairmanship is for. The Social Agreement does not give any benefits to the communities, only statements related to the manner of operation for the management company, D.C. Wilson. Although the Application by Nanee Community and the request sent from Senator Williams specifically stated that D.C. Wilson would operate the PUP, it was assigned to Mandra Forest Liberia Limited.

4. Other requirements of law

There were no supporting documents provided either by FDA or Mandra Forest Liberia Limited evidencing the requirements of 5.6(d) was met. There is also no social agreement between the communities and Mandra on file.

Findings

1. The land was deeded to the people so long as the land is used for the intended purpose otherwise it reverts to the State. The deed only grants the holder the right to conduct agricultural activities on the property. Commercial logging does not fall within this category.
2. Per the requirements of the Deed, the land reverts to the Government of Liberia because commercial logging is an unauthorized use of the land.
3. The coverage to the PUP states April 28, 2011, the license states the PUP is effective May 4, 2010. There was no request for a PUP until November 10, 2010 and the Social Agreement is signed June 26, 2011. The discrepancy between the dates show possible fraud in the issuance of this PUP. There is no valid reason why the PUP would be dated prior to any request by the communities or verification of the deeded land.
4. FDA approved D.C. Wilson as the operator, however the SIIB has received no evidence that D.C. Wilson was pre-qualified to conduct logging activities. Like so many other PUPs, D.C. Wilson assigned the operation of the PUP to Mandra although it is unclear when the assignment was done. D.C. Wilson does not have the technical and financial capacity to operate commercial forestry activities.

Recommendations

1. The PUP is void because it was not issued on private land as required by the NFRL.
2. The PUP is also revocable under NFRL 5.1(c) for failure to comply with the laws.
3. Entering into a commercial forestry contract was a violation of the restrictive covenant. The Government may institute legal proceedings to reclaim the land.

The People of Gola Konneh District

Date issued: October 6, 2011
 PUP Holder: The People of Gola Konneh
 Land Owner: The People of Gola Konneh
 Operator: Southeast Resources/Atlantic Resources
 Contract Duration: *“twenty five (25) years, the land area being as an FMC”*
 PUP Location: Gola Konneh District, Grand Cape Mount County
 Land area Granted for PUP: 67,240 hectares
 Total Land Ares Indicated in PUP: 67,240 hectares
 Total Deeded Land Area: 166,150 acres (67,238.5 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated August 25, 2011 from the Gola Konneh District under the signature of Varney Zina, Clan Chief requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on June 13, 1950 for 166,150 acres (67,238.5 hectares) for the Chief, Elders and Citizens of Gola Konneh. The deed was probated on December 12, 1950 and certified by the Ministry of Foreign Affairs on August 5, 1981 under the signature of Christopher Minikon as deputy minister.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. Among other things, the findings indicate that the Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, and Zorzor deeded land falls directly into the Forest Management Contract areas “D” and “M” and recommends that *“the deed be forwarded to the Ministry of Lands, Mines & Survey for authentication.”*

5. Letter of Application from Atlantic Resources, Ltd.

The PUP also contains a letter from Atlantic Resources, Ltd. dated September 5, 2011 requesting the FDA for the issuance of PUP licenses for the following 13 communities spread

across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Gola Konneh District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

d. Falsification of MLME Deed Authentication

xi. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

xii. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

e. Falsification of FDA Field Validation Report

xiii. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

xiv. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises *“During the period 2010-2011.”* Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

f. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

g. Social Agreement

There is no evidence of a social agreement in violation of Section 5.6(c) of the NFRL.

h. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report indicates the Gola Konneh deeded land falls directly into the Forest Management Contract areas “D” and “M”. These overlaps are not in conformity with National Forest Strategy.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(c), (d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on a Aborigines Grant Deed for the Chief, Elders, and Citizens of Gola Konneh in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on forged MLME authentication report and forged FDA Field Validation Report.
5. The PUP was granted outside the spirit of the National Forest Strategy due to overlaps with other forest uses as determined by the FDA Field Validation Report.
6. There is no social agreement.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Jadae

Date issued: October 6, 2011
PUP Holder: The People of Jadae District
Land Owner: The People of Jadae District
Operator: Atlantic Resources, Ltd.
Contract Duration: *“twenty one (21) years, the land area being a small FMC”*
PUP Location: Jadae District, Sinoe County
Land area Granted for PUP: 34,600 hectares
Total Land Area Indicated in PUP: 34,600 hectares
Total Deeded Land Area: 71,393 acres (28,891.7hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated August 25, 2011 from Jadae Statutory District under the signature of John Dargbeh, Town Chief requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on May 15, 1951 for 71,393 acres (28,891.7hectares) for the Chief, Elders and Citizens of Jadae District. The deed was probated on July 11, 1951 and certified by the Ministry of Foreign Affairs on July 29, 1974 under the signature of C. Cecil Dennis as minister.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. The findings of the report do not mention anything about the Jadae deeded land.

5. Letter of Application from Atlantic Resources, Ltd.

The PUP also contains a letter from Atlantic Resources, Ltd. dated September 5, 2011 requesting the FDA for the issuance of PUP licenses for the following 13 communities spread across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

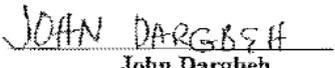
1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Jeadae District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of John Dargbeh is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 John Dargbeh TOWN CHIEF/JEADAЕ DISTRICT	 JOHN DARGBEH John Dargbeh Town Chief/Jeadae

b. Falsification of MLME Deed Authentication

xv. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

xvi. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview

that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

c. Falsification of FDA Field Validation Report

xvii. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

xviii. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises “*During the period 2010-2011.*” Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that “*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.*” The social agreement presented by Atlantic Resources, Ltd. is between the People of Jeadae District, the land owners, and Atlantic Resources, Ltd. This interposes the following legal issues:

Atlantic Resources, Ltd. is not the land owner and there is no evidence of Atlantic Resources, Ltd. being authorized by the land owners to act on their behalf. Therefore, Atlantic Resources, Ltd. cannot be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides three key benefits to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled; construction of one clinic toward the end of the third year value at US\$12,500; and construction of two schools toward the end of the second year at the value of US\$14,500 each.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Jeadae District in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on forged MLME authentication report and forged FDA Field Validation Report.
5. The Social Agreement between the People of Jeadae District and Atlantic Resources, Ltd. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Kolahun District

Date issued: December 19, 2011

PUP Holder: The People of Kolahun District

Land Owner: The People of Kolahun Chiefdom

Operator: Kolahun District Forest Management Committee

Contract Duration: *“nineteen (19) years, the land area being as a small FMC”*

PUP Location: Kolahun District, Lofa County

Land area Granted for PUP: 32,578 hectares

Total Land Ares Indicated in PUP: 32,578 hectares

Total Deeded Land Area: Not available

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated November 28, 2011 from the Kolahun District District Forest Management Committee under the signature of Eric Kandakai, Chairman requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on October 18, 1951 for the Chief, Elders and Citizens of Kolahun Chiefdom. The deed was probated on March 15, 1951 and certified by the Ministry of Foreign Affairs on November 6, 1973 under the signature of C Cecil Dennis as minister.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, December 12, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification *“are authentic and meets all technical requirements.”* This verification letter references the FDA letter dated November 28, 2011 requesting the MLME verification for land deeds pertaining to five communities, namely, Kolahun Chiefdom, Foya Chiefdom, Vahun Chiefdom, Vahun Chiefdom, Kpayan Chiefdom and Bopolu Chiefdom.

4. FDA Field Verification Report

An internal FDA memorandum dated December 16, 2011 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period December 1 – 12, 2011 for five communities Lofa and Sinoe counties, including Kolahun Chiefdom, Foya Chiefdom, Vahun Chiefdom, Vahun Chiefdom, Kpayan Chiefdom and Bopolu Chiefdom. Among other things, the findings of the FDA field validation report indicates that the *“Kolahun, Foya, and Vahun District deeds falls within the Foya Proposed Protected Area.”*

Discussion of Issues

1. No Evidence of Permission from Landowner

The PUP license contains an application dated November 28, 2011 from Kolahun District Forest Management Committee. However there is no evidence of the land owner giving Kolahun District Forest Management Committee permission to apply on their behalf. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf. This is a clear violation of Section 5.6(c)(i) of the NFRL.

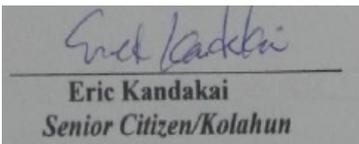
2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Kolahun Chiefdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

3. Possible Fraud and Legality of Contract

c. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of Eric Kandakai is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 <p>Eric Kandakai Chairman Kolahun District Forest Management Committee</p>	 <p>Eric Kandakai Senior Citizen/Kolahun</p>

d. Falsification of MLME Deed Authentication

i. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the December 12, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of December 12, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

ii. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME a mere two weeks to authenticate the land deeds for four communities totaling

more than 489, 000 hectares and spread in the west and east of the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of December 12, 2011

e. Fake Land Deed

i. Probation of Deed Predates Signing Date

The land deed attached to this PUP license is said to have been signed by President Tubman on **October 18, 1951** and was probated on **March 15, 1951** meaning that it was probated 7 months before it was signed by the President. In Liberia land deeds are signed by the President (or grantor) before they are probated and not the other way around as suggested here; so the deed could not have been probated before it was signed by the President. This is a clear indication of a forged deed.

ii. Grantee of Deed Non Existent

The deed is said to be granted to the Chief, Elders, and Citizens of Kolahun Chiefdom when, in fact there is no “*Kolahun Chiefdom*” in Liberia. This may be reference to the Gbandi Cheifdom in which Kolahun District if located.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

c. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

d. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that “*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.*” There is no social agreement for this PUP license.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on a Aborigines Grant Deed for the Chief, Elders, and Citizens of Kolahun Chiefdom in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is falsified.
5. There is no social agreement for this PUP license.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Kongba District

Date issued: October 6, 2011
 PUP Holder: The People of Kongba
 Land Owner: The People of Kongba
 Operator: Southeast Resources/Atlantic Resources
 Contract Duration: *“twenty five (25) years, the land area being as an FMC”*
 PUP Location: Kongba District, Gbarpolu County
 Land area Granted for PUP: 122,972 hectares
 Total Land Ares Indicated in PUP: 122,972 hectares
 Total Deeded Land Area: Page containing land size missing from submission

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated Friday, August 9, 2011 from the Gbarpolu County Forest Management Committee under the signature of Norris Kollie, Senior Citizen requesting the issuance of a PUP. This letter indicates that the people of Gbarpolu began communicating with the FDA since August 12, 2010 and also references a letter from FDA Managing Director dated September 27, 2010 in which the FDA is said to have requested the community *“to pay some fees for the verification and analysis of our deeds before the issuance of the PUP”* which fee is said to have been in full to *“Dr. John D. Kantor and Dr. Augustine B.M. Johnson of your technical department.”* The letter further claims that the FDA *“sent engineers Stephen Slewion and BAndal Sambollah of your survey department who conducted the survey; the survey report was accepted by Dr. E.C.B. Jones of the Ministry of Lands, Mines and Energy...”* However copies of these other communications were not made available to the SIIB; these was also no evidence provided for the claims made.

2. Land Deed

A partial copy of a certified copy of Public Land Grant Deed is attached to the PUP license said to have been signed by President Barclay on March 3, 1941 for the people of Kongbar in the Western Region. The page of the deed containing the land size information is missing from the submission. The deed was probated on February 23, 1942 and certified by the Center for National Documents & Records/National Archives on June 28, 2006.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread

across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. Among other things, the findings indicate that the Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, and Zorzor deeded land falls directly into the Forest Management Contract areas “D” and “M” and recommends that *“the deed be forwarded to the Ministry of Lands, Mines & Survey for authentication.”*

5. Power of Attorney

Attached to the PUP license is Power of Attorney dated and probated on December 27, 2004 from the Chiefs, Elders, and Citizens of Kongba District in favor of Sando D. Brown for the management of the forest and signed by 12 town and clan chiefs and attested by two paramount chiefs and the district commissioner.

6. Forest Management Agreement

The PUP license also include a Forest Management Agreement between the People of Kongba District and Gbarpolu Recourses Inc. dated September 2006 with missing all milestone dates. The agreement is signed and witnessed by 14 community representatives, respectively and the Chief Executive Officer of the Gbarpolu Resources, Inc., and attested by Gbondojover Quiah, District No. 1 Representative, Gbarpolu County.

Discussion of Issues

1. Land Ownership Right Ineligible for PUP

The PUP contract is based on a Public Land Grant deed for the People of Kongba District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. Falsification of MLME Deed Authentication

xix. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

xx. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900,000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

b. Falsification of FDA Field Validation Report

xxi. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

xxii. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises *“During the period 2010-2011.”* Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

c. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

d. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* The social agreement presented by Southeast Resource, Inc. is between the People of Kongba District, the land owners, and Southeast Resource, Inc. This interposes the following legal issues:

Southeast Resource, Inc. is not the land owner and there is no evidence of Southeast Resource, Inc. being authorized by the land owners to act on their behalf. Therefore, Southeast Resource, Inc. cannot be either one of the two

parties in the Social Agreement as required under the law.

The Social Agreement provides one key benefit to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled. The other benefits are vaguely stated as ten scholarships to brilliant and needy students; construct one senior high school in Zuie and Camp Alpha, one junior high school in Norman and Nbarma in the fourth and fifth year, respectively, and four health centers within its second and third year of operation.

e. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report indicates the Kongba deeded land falls directly into the Forest Management Contract areas “D” and “M”. These overlaps are not in conformity with National Forest Strategy.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on a Public Land Grant Deed for the People of Kongba in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on forged MLME authentication report and forged FDA Field Validation Report.
5. The PUP was granted outside the spirit of the National Forest Strategy due to overlaps with other forest uses as determined by the FDA Field Validation Report.
6. The Social Agreement between the People of Kongba District and Southeast Resources, Inc. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Korninga Chiefdom.

Date issued: 11 November 2011

PUP Holder: The People of Korninga Chiefdom

Land Owner(s): The People of Korninga Chiefdom

Operator: Bopolu Development Corporation (BPDECO)

Contract Duration: “25 years as it is a size of a Forest Management Contract”

PUP Location: Bopolu District, Gbarpolu County

Land Area Granted for PUP: 90,527 hectares

Total Land Area indicated in PUP: 223,692 acres/90,527 hectares

Total Deeded Land Area: 790,982 acres (320,099 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

The PUP was granted to the People of Korninga Chiefdom, represented by Bopolu Development Corporation (BODECO) “by and thru” Paramount Chief Kaifa Manjoe. The PUP was issued on November 11, 2011 for 90,527 hectares. It includes a certified copy an Aborigine Grant Deed granted to “Chief Ziamah for the Bopolu Chiefdom” for 790,982 acres issued by President Tubman on January 14, 1947. The PUP is granted for a period of “twenty five years (25) years as it is a size of a Forest Management Contract (FMC). The PUP is signed by Moses Wogbeh for FDA, purported by Chief Kiafa Manjoe for Korninga Chiefdom, and approved by Minister Florence A. Chenoweth. Other Documents forming part of the PUP contract include:

1. September 28, 2011 letter from Korninga Chiefdom requested that a PUP be issued to BODECO. The letter bears the fingerprint of Chief Kiafa Manjoe and other community members, including clan chiefs and elders from Korninga Chiefdom.
2. November 2010 Memorandum from MLME regarding the review of the Deed conducted by MLME. In the Memorandum, MLME concludes that the Deed is valid although issued in 1947 but not registered until 1962, however, due to the number of public land sale deeds issued between 1947 and present within Bopolu Chiefdom, all deeds from this area should be reviewed. The MLME also address the issue of fee simple ownership, which is quoted here for its significance:

“3. The granting of this Deed does not and should not be construed to convey fee simple title to Boima Ziamah and his heirs and assigns; *neither does it grant fee simple title to all the people of Bopolu Chiefdom* “in common”. However, as permitted by existing legislations, it conveys communal land title to all the people of Bopolu Chiefdom” (emphasis added). The Letter then goes on to quote relevant sections of the Hinterland Laws and Administrative Regulations. The MLME then recommends that Bopolu Chiefdom be allowed to benefit from exploitation of “community forests” and that Bopolu Chiefdom be required to conduct a comprehensive re-survey of the boundaries of the deeded area.

3. An August 24, 2011 Desk Study completed by Land & Housing Development Inc. A com-

plete copy of the Desk Study is not included in this PUP, as it makes no additional findings or recommendations, only reprinting the findings and recommendations of the MLME Memorandum. The Desk Study does indicate that Bopulu District includes Gongbay Chiefdom, Bopulu (Bondi Mandigo) Chiefdom, and Koninga Chiefdom.

4. October 20, 2011 Memorandum from FDA Technical Manager, John Kantor to Moses D. Wogbeh regarding the validation of the Deeded land area. Mr. Kantor concludes that “the Tribal Land area” overlaps with FMC Area D (82% or 74,391 hectares) and with Proposed Kpo Mountain Protected Area (9.9% or 9,005 hectares). The Memorandum then recommends that the PUP be issued to the “People of Gbao District) for 81,279 hectares.

Issue 1: PUP Application Process

The requirements for entering to a PUP contract was not observed by FDA and BODECO did not adequately meet the requirements for entering into a commercial forestry contract. The application was made by Koringa Chiefdom stating an understanding between BODECO and tribal authorities had been reached whereby BODECO would manage the area. For the signature of Chief Kiafa Manjoe, a fingerprint is used and the SIIB assumes the Paramount Chief is unable to read or write. The SIIB finds the application to be a valid request for a PUP and BODECO had the consent of Koringa Chiefdom. However, the PUP should not have been issued in the name of BODECO when the application request was made by Koringa Chiefdom.

While the SIIB finds that application is valid, the other requirements of Section 5.6(d) of the NFRL were not observed. It is questionable whether BODECO has the technical and financial ability to conduct commercial forestry activities. During the Interview with BODECO on November 14, 2012, Mr. Isaac F. Manneh, Sr., Managing Director of BODECO admitted that BODECO did not have the required equipment and was seeking to enter into an agreement with another operator. The SIIB would like to stress here that it has observed many instances where a company was granted a PUP and immediately entered into an agreement with another operator. In addition to the fact that the NFRL requires that assignment of PUP without the approval of FDA is a revocable violation, this was not the intended purpose of granting a PUP to a particular operator, who should have been vetted before the PUP was granted. In this case, BODECO has demonstrated it does not have the technical and financial capacity and indeed has stated as much during the Interview session. The failure by FDA to properly vet the company prior to granting the PUP constitutes gross negligence on the part of FDA. The SIIB thus concludes that because BODECO does not have the technical and financial ability to operate the PUP, the license should not have been issued to them.

FDA violated the requirements of the NFRL when it knowingly issued the PUP on land that MLME had specifically stated was not private land. The MLME Memorandum clearly sets forth that the

deed granted for the PUP does not convey fee simple title. FDA has consistently informed the SIIB that it relied upon the MLME for authentication of deeds and a determination whether the proposed PUP was on private land. Both the MLME Memorandum and the Desk Study (reviewed from its use in other PUPs) indicate that the Aborigine Land Deed conveys communal land rights to the area. Thus, while both reports stated Bopolu Chiefdom does have the right to conduct commercial forestry activities, the exercise of that right should have been under the CRL. The recommendation for conducting a comprehensive survey of the Bopolu Deed was never completed and the potential conflicts within the deeded area still exists.

FDA disregarded the recommendation of its Technical Department and issued the PUP in an area with known conflicting land use. The FDA Field Validation report identifies a conflict between the proposed PUP contract area, FMC D, and a proposed protected area and recommended that the PUP contract be issued for 81,279 hectares. FDA went on to grant the PUP for 90,527 hectares with no justification given for the decision not to follow the recommendation of its Technical Department. When asked about the discrepancy between the recommendations of the MLME Memo, the Desk Study, the FDA Field Validation and the final decision taken by FDA, Mr. Sagbeh responded during the FDA Interview that, “its people private land.”

Although Korninga Chiefdom has a Community Forest Management Body (evidenced by the signature of the Chairman of the CFMB on the application) as well as the Korninga Development Association (also evidenced by the signature of the Chairman of the KDA on the application), this structure was not utilized during the application process or in managing the commercial forestry activities.

Issue 2: Consistency with the National Forest Strategy

FDA failed to comply with the guidelines of the National Forest Strategy. Again, while there is no indication that FDA assessed the total area already granted for varying commercial forestry activities in relation to the land use guidelines contained in the Strategy, the FDA Field Validation Report shows that in this instance, the FDA Technical Department made recommendations intended to resolve the potential conflicts in land use.

Issue 3: Validity of Land Deed

There was an Aborigine Land Deed granted to Chief Ziamah for the People of Bopolu Chiefdom. The Aborigine Land Deed is a certified copy from the Ministry of Foreign Affairs. Included as part of the PUP contract is a letter from President Doe dated December 13, 1989 in which the President raises concern regarding 300,000 acres of the deeded land that had been declared part of the Forest Reserve.

There are two underlying issues with the grant of a PUP under this land deed: (1) the land deed had been verified as community land by MLME and not a private deed; and (2) there are serious concerns regarding the current area of the deeded land and with these concerns, no PUP should have been is-

sued. As stated previously, MLME stated unequivocally that the land deed was granted to the People of Bopulu as a communal grant and there is no fee simple title. FDA should not have issued a PUP to Korninga Chiefdom under this deed with the uncertainty in the actual deeded area and the recommendation of the MLME and the Desk study that the land be resurveyed.

Lastly, it was a violation of law for FDA to issue several PUPs under the one deed granted to Bopulu Chiefdom. As observed in the Desk Study, in addition to Korninga, Bopulu Chiefdom also includes Bondi Mandingo Chiefdom. A PUP was issued to Bondi Mandingo under this Aborigine Land Deed, when there is no proof that the area had been demarcated in accordance with the Hinterland Law and Regulations.

Issue 4: Legality of PUP Contract

This PUP contract has many inconsistencies that absent the issues identified above, this contract is still void for illegality. The most glaring deficiency in the contract is the contradiction between the land area stated in the Metes and Bounds/Technical Description of Korninga Chiefdom (81,279 hectares) and the area granted under the contract (90,527 hectares). The area granted under the PUP area is more than the Metes and Bounds supposedly relied upon by FDA in issuing the Contract. The SIIB finds this contract is invalid for this reason. The Recital to the PUP contract also states it relied upon the verification of the land area conducted by MLME and that "...Ministry of Lands, Mines & Energy finally gives authentication and verification to the said Korninga Chiefdom, Bopulu District deeded land through a letter under the signature of Deputy Minister for Operation (DMD) MLME, Ernest C. B. Jones, Jr." This is a blatant falsehood as the only recommendations contained in the letter are that Bopulu Chiefdom benefit from leases accrued from community forests provided all other titles granted by Public Land Deeds take precedence, there be a re-survey completed within 18 months and there be a desk study². Thus, not only did FDA disregard the Recommendations of MLME, but both FDA and BODECO knew or should have known that they were executing a contract with material falsehoods that goes to the essence of the contract.

Recommendation

1. The PUP should be voided for illegality as the license was not issued on private land in compliance with NFRL Section 5.6.

² Section 4.4 of the MLME Memorandum states, "That the completion of the desk study must be a *pre-requisite* to the granting of community forest rights" (emphasis added).

The People of Kpayan Contract

Date issued: December 19, 2011

PUP Holder: The People of Kpayan District

Land Owner: The People of Kpayan Chiefdom

Operator: Kpayan District Forest Management Committee

Contract Duration: *“twelve (12) years”*

PUP Location: Kpayan District, Sinoe County

Land area Granted for PUP: 20,402 hectares

Total Land Ares Indicated in PUP: 20,402 hectares

Total Deeded Land Area: 50,413 acres (20,401.4 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated November 8, 2011 from the Kpayan District Forest Management Committee under the signature of T. Konwroh Wisseh, Chairman requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on March 14, 1955 for the Chief, Elders and Citizens of Kpayan Chiefdom. The deed was probated on July 17, 1955 and certified by the Ministry of Foreign Affairs on **May 16, 1972** under the signature of C. Cecil Dennis as minister. C. Cecil Dennis was Foreign Minister from 1973 – 1980.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, December 12, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification *“are authentic and meets all technical requirements.”* This verification letter references the FDA letter dated November 28, 2011 requesting the MLME verification for land deeds pertaining to five communities, namely, Kolahun Chiefdom, Foya Chiefdom, Vahun Chiefdom, Vahun Chiefdom, Kpayan Chiefdom and Bopolu Chiefdom.

4. FDA Field Verification Report

An internal FDA memorandum dated December 16, 2011 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period

December 1 – 12, 2011 for five communities Lofa and Sinoe counties, including Kolahun Chiefdom, Foya Chiefdom, Vahun Chiefdom, Vahun Chiefdom, Kpayan Chiefdom and Bopolu Chiefdom. Among other things, the findings of the FDA field validation report indicates that the “*Kolahun, Foya, and Vahun District deeds falls within the Foya Proposed Protected Area.*”

Discussion of Issues

1. No Evidence of Permission from Landowner

The PUP license contains an application dated November 8, 2011 from Kpayan District Forest Management Committee. However there is no evidence of the land owner giving Kpayan District Forest Management Committee permission to apply on their behalf. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf. This is a clear violation of Section 5.6(c)(i) of the NFRL.

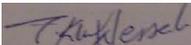
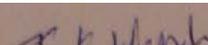
2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Kpayan Chiefdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

3. Possible Fraud and Legality of Contract

a. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of t. Konwroh Wesseh is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 T. Konwroh Wesseh Chairman Kpayan District Forest Management Committee	 T. Konwroh Wesseh District Chairman/Kpayan

b. Falsification of MLME Deed Authentication

i. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the December 12, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of December 12, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee's Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

ii. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME a mere two weeks to authenticate the land deeds for four communities totaling more than 489, 000 hectares and spread in the west and east of the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of December 12, 2011

c. Fake Land Deed

The deed is said to be certified by Foreign Minister C. Cecil Dennis on May 16, 1972, but he was not minister until 1973. This is a clear evidence of falsification.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that "*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.*" There is no social agreement for this PUP license.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on a Aborigines Grant Deed for the Chief, Elders, and Citizens of Kpayan Chiefdom in violation of Section 2.3(b) of the CRL.

4. The PUP is invalid because it is falsified.
5. There is no social agreement for this PUP license.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Kulu Shawboe - Aug 12, 2011

Date issued: August 12, 2011
PUP Holder: The People of Kulu Shaw-Boe District
Land Owner: Not available
Operator: Forest Ventures, Inc./Atlantic Resources, Ltd.
Contract Duration: *“twelve (12) years, the land area being as TSC”*
PUP Location: Sinoe County
Land area Granted for PUP: 20,193 hectares
Total Land Ares Indicated in PUP: 20,193 hectares
Total Deeded Land Area: Not available

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated March 17, 2011 from Forest Venture, Inc. under the signature of Augustus Abram, Planning Manager requesting the issuance of 8 PUPs including one for Tarsue District.

2. Land Deed

There is no evidence of a land deed included with the PUP license.

3. Deed Verification by MLME

Even though there is no evidence of a deed attached to the PUP license, the same verification letter from MLME used for seven other communities is included in the PUP license. This verification letter is dated Monday, June 27, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister/DLS&C at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and there exist no other claimants/titles.”* This verification letter references the FDA letter dated March 31, 2011 requesting the MLME *“to review, verify, and authenticate deeds for land areas”* in eight areas in Sinoe and Grand Gedeh including Cavalla, Tchien Mengna, B’hai, Sam Gbalor, Bodeo, Jedepo, Kulu Shaw Boe, and Tarsue Sanquin.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period March 23 – June 1, 2011 (a year after the memorandum was written) for 8 communities spread

across the southeast of the country, including B'hai, Bodae, Gbao, Jeadepo, Kulu Shaw-Boe, Sam Gbalor, Tarsue Sanquin, and Tchien Magna Districts. It is noteworthy that this memorandum references the March 17, 2011 letter of application from Forest Venture, Inc. which letter was written 11 months after this memorandum was written. The findings of the report indicate that the area does not overlap with any protected area but is home to some protected wildlife animal species.

5. **Assignment of Rights**

Forest Venture, Inc. submitted to the SIIB an Assignment of Rights from Atlantic Resources, Ltd. to Forest Ventures, Inc. dated May 12, 2011, signed by Amb. John W. Gbedze as Chief Executive Officer for Atlantic Resources and by Yii Hock Kong, as General Manager for Forest Venture, Inc. and attested to by FDA Managing Director, Moses Wogbeh who signed on 3/9/11. This Assignment of Rights is based on a resolution of the Board of Directors of Atlantic Resources, Ltd. dated **May 3, 2011** claiming that the Board meeting was held on **May 10, 2011** and was attended by the following Board members: Amb. John W. Gbedze, CEO/Chairman; Mr. Augustus Abraham, Managing Director, Jonathan S. Wheaton, Jr., Secretary; Benjamin Koffie, Treasurer; and Emmanuel Erskine, Chaplain.

Discussion of Issues

1. **No Evidence of Permission from Landowner**

The PUP license contains an application dated March 17, 2011 from Atlantic Resources, Ltd. However there is no evidence of a land deed and therefore no way of determining who the land owner is. There is also no evidence of the land owner giving Atlantic Resources, Ltd. permission to apply on their behalf. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner's behalf. This is a clear violation of Section 5.6(c)(i) of the NFRL.

2. **Land Ownership Right Ineligible for PUP**

There is no evidence of a land deed and therefore no way to establish ownership rights.

3. **Possible Fraud and Legality of Contract**

c. **Falsification of MLME Deed Authentication**

iii. **Land Deed Authentication Report "Forged"**

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the June 27, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of "Maxwell C.F. Gwee" on the MLME letter of June 27, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- **Maxwell C.F. Gwee's Signature was Forged**

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- **Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011**

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

- iv. **Time Taken to Authenticate Land Deeds not Practicable**

MLME Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 8 communities totaling more than 558, 000 hectares and spread across the southeast of the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of June 27, 2011.

- d. **Falsification of FDA Field Validation Report**

- iii. **FDA Validation Report Predates PUP Application**

The SIIB has observed that the FDA Validation Report memorandum was written on April 5, 2010 nearly one year before Atlantic Resources, Ltd. submitted its application for the PUP which is dated March 17, 2011. As indicated to the SIIB by the FDA during an interview with the SIIB on November 12, 2012 in Monrovia, the process of obtaining a PUP is triggered by an application which is followed by a validation; so how could the FDA conduct a validation almost one year before an application was submitted to them?

- iv. **Date of FDA Validation Report Predates the Period of Validation**

In the FDA Validation Report dated April 5, 2010, the FDA claims to have conducted the validation exercises “*During the period March 23 – June 1, 2011*”, nearly one year after the memorandum was written? Once again, how could the report be written at least one year before the activities being reported occurred?

- e. **Falsification of Assignment of Rights from Atlantic Resources, Ltd. to Forest Venture, Inc.**

- i. **Falsified Board Resolution**

As indicated above, this “Board Resolution” is dated May 3, 2011 and claims that the Board met on May 10, 2011. How could the decision of the Board be made before the date the Board convened to make said decision? The SIIB believes that this is an instance of fraud.

- ii. **Questionable Date of FDA Approval**

The date written by the FDA Managing Director when he approved the Assignment of Rights is 3/9/11 as shown in the picture below.

Approved: 
 FORESTRY DEVELOPMENT AUTHORITY

This could be March 9, 2011 or September 3, 2011, either of which raises the following questions:

- **3/9/11 is March 9, 2011**

If this date was meant to be March 9, 2011, how could the FDA Managing Director approve of the Assignment of Rights before the meeting of the Board of Atlantic Resources, Ltd. that made the decision was convened on May 10, 2012?

- **3/9/11 is September 3, 2011**

If this date was meant to be September 3, 2011, why did it take the FDA Managing Director nearly four months before approving this assignment? The Assignment of Rights is dated May 12, 2011.

- iii. **First Registration of Forest Venture, Inc. Post Dates Assignment of Rights**

Forest Venture, Inc. was registered for the first time as a business entity in Liberia on May 18, 2012; so this company did not exist in Liberia at the time Atlantic Resources, Ltd. Board claims to have resolved to assign rights to it for the Tarsue forest.

- f. **Conflicting Roles of Amb. John Gbedze**

The SIIB has observed that Amb. John Gbedze is listed on the Atlantic Resources, Ltd. Board Resolution of April 10, 2011 as CEO/Chairman and he is also listed in the Forest Ventures, Inc. Business Plan of April 2012 as one of four board members and a shareholder with 5% of Forest Ventures, Inc. shares.

4. **Failure to Comply with the Requirements for Conducting Forestry Activities**

- g. **Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management**

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

- h. **Social Agreement**

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* The

social agreement presented by Forest Venture, Inc. is between the People of Kulu Shaw-Boe District, the land owners, and Forest Venture, Inc. This interposes the following legal issues:

Forest Venture, Inc. is neither the land owner nor the applicant for the PUP. The Applicant is Atlantic Resources, Ltd. and there is no evidence of Forest Venture, Inc. or Atlantic Resources, Ltd. being permitted by the land owners to act on their behalf. Therefore, neither Forest Venture, Inc. nor Atlantic Resources, Ltd. can be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides three key benefits to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled; construction of one clinic toward the end of the third year in operation value at US\$12,500; and begin construction of two schools toward the end of the second year in operation at the value of US\$14,500 each.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. There is no evidence of a land deed upon which this PUP license should have been based. This PUP is granted without a land deed in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on the following improprieties:
 - a. falsified MLME authentication report;
 - b. falsified FDA Field Validation Report;
 - c. falsified Assignment of Rights;
5. The Social Agreement between the People of Kulu Shaw-Boe District and Forest Ventures, Inc. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Kulu-Shawboe - Oct 6, 2011

Date issued: October 6, 2011
PUP Holder: The People of Kulu Shaw-Boe
Land Owner: The People of Kulu Shaw-Boe
Operator: Forest Ventures/Atlantic Resources
Contract Duration: *“twenty five (25) years, the land area being as an FMC”*
PUP Location: Kulu Shaw-Boe District, Sinoe County
Land area Granted for PUP: 44,133 hectares
Total Land Ares Indicated in PUP: 44,133 hectares
Total Deeded Land Area: 109,053 acres (44,132.1 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated August 1, 2011 from the Kulu Shaw-Boe Administrative District under the signature of Johnny Brown, Paramount Chief requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on July 12, 1952 for 109,053 acres (44,132.1 hectares) for the Chief, Elders and Citizens of Kulu Shaw-Boe District. The deed was probated on February 10, 1951 and certified by the Ministry of Foreign Affairs on August 5, 1981 under the signature of Christopher Minikon as deputy minister.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010

– 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. The findings of the FDA field validation report does not mention anything on the deeded area for the People of Seekon.

5. Letter of Application from Atlantic Resources, Ltd.

The PUP does not contain a copy of the letter of application from Atlantic Resources, Ltd. dated September 5, 2011 for a PUP that is contained in other PUPs awarded on October 6, 2011 and operated by Southeast Resources which requests the FDA for the issuance of PUP licenses for the following 13 communities spread across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

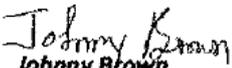
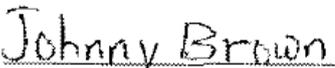
1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Kulu Shaw-Boe District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

d. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of Johnny Brown is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 Johnny Brown PARAMOUNT CHIEF/KULU SHAW BOE	 Johnny Brown Paramount Chief/Kulu

e. Fake Land Deed

The land deed attached to this PUP license is said to have been signed by President Tubman on **July 12, 1952** and was probated on **February 10, 1951** meaning that it was probated 17 months before it was signed by the President. In Liberia land deeds are signed by the President (or grantor) before they are probated and not the other way around as suggested here; so the deed could not have been probated before it was signed by the President. This is a clear indication of a forged deed.

f. Falsification of MLME Deed Authentication

iii. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individu-

als. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

iv. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

g. Falsification of FDA Field Validation Report

i. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

ii. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises “*During the period 2010-2011.*” Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

c. Annual Harvesting Certificate, Business Plan and Proof of Financial and

Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

d. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* The social agreement presented by Forest Ventures, Inc. is between the People of Kulu Shaw-Boe Tarjuowon District, the land owners, and Forest Ventures, Inc. This interposes the following legal issues:

Forest Ventures, Inc. is not the land owner and there is no evidence of Forest Ventures, Inc. being authorized by the land owners to act on their behalf. Therefore, Forest Ventures, Inc. cannot be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides one key benefit to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled. The other benefits are vaguely states as construction of one clinic toward the end of the third year value at US\$12,500, and construction of two schools towards the end of the second year valued US\$14,500.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on a Aborigines Grant Deed for the Chief, Elders, and Citizens of Kulu Shaw-Boe District in violation of Section 2.3(b) of the CRL.
4. The land deed is a fake.
5. The PUP is invalid because it is based on the following illegitimate documents: fake land deed, falsified MLME deed verification report, and falsified FDA field validation report.
6. There social agreement is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Marbo Clan

Date issued: October 6, 2011
 PUP Holder: The People of Marbo Clan
 Land Owner: The People of Marbo Clan
 Operator: Forest Ventures, Inc./Atlantic Resources, Ltd.
 Contract Duration: *“twenty five (25) years, the land area being as an FMC”*
 PUP Location: Belleh Yellah District, Gbarpolu County
 Land area Granted for PUP: 88,409 hectares
 Total Land Ares Indicated in PUP: 88,409 hectares
 Total Deeded Land Area: 218,459 acres (88,407.2 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated July 12, 2011 from Marbo Clan under the signature of James S. Karnel, Paramount Chief requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on August 10, 1950 for 218,459 acres (88,407.2 hectares) for the Chief, Elders and Citizens of Marbo Chiefdom. The deed was probated on June 26, 1951 and certified by the Ministry of Foreign Affairs on August 5, 1981 under the signature of Christopher Minikon as deputy minister.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. The findings of the report does not mention anything about the Marbo deeded land.

5. Letter of Application from Atlantic Resources, Ltd.

The PUP also contains a letter from Atlantic Resources, Ltd. dated September 5, 2011 requesting the FDA for the issuance of PUP licenses for the following 13 communities spread across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Marbo Chiefdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of James S. Karnel is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 James S. Karnel PARAMOUNT CHIEF/MARBO CLAN	 James S. Kaynel Paramount Chief/Gbao-Gbi

b. Falsification of MLME Deed Authentication

xxiii. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

xxiv. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME

just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

c. Falsification of FDA Field Validation Report

xxv. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

xxvi. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises “*During the period 2010-2011.*” Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that “*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.*” The social agreement presented by Forest Venture, Inc. is between the People of Marbo Clan, the land owners, and Forest Venture, Inc. This interposes the following legal issues:

Forest Venture, Inc. is not the land owner and there is no evidence of Forest Venture, Inc. being authorized by the land owners to act on their behalf. Therefore, Forest Venture, Inc. cannot be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides three key benefits to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled; construction of one clinic toward the end of the third year value at US\$12,500; and construction of two schools toward the end of the second year at the value of US\$14,500 each.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Marbo Chiefdom in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on forged MLME authentication report and forged FDA Field Validation Report.
5. The Social Agreement between the People of Marbo and Forest Ventures, Inc. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Sallouyou Section, Grand Bassa County

Date issued:	July 15, 2011
PUP Holder:	People of Sallouyou Section
Land Owner(s):	People of Sallouyou Section
Operator:	Global Logging
Contract Duration:	3 years
PUP Location:	Grand Bassa County
Land Area Granted for PUP:	5,438 hectares
Total Land Area indicated in PUP:	<i>“13437 acres/5,438 hectares”</i>
Total Deeded Land Area:	

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. **PUP Application** Sarah Miller as Attorney in Fact applies for PUP in favor of the people of Sallouyou Section on June 13, 2011.
2. **Land Deed** The PUP for the People of Sallouyou Section provided an Aborigine Deed supposedly signed by President Edwin Barclay. The Minister of Foreign Affairs C. Cecil Dennis signed a certified copy in November 1978.
3. **Deed Verification by MLME** The deed was verified by a letter dated April 26, 2011 and signed by Maxwell C. F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that after careful analyzing the technical information provided and verification by the County surveyor, the documents were found to be correct and there exist no other claimants.
4. **FDA Field Verification Report**
The FDA wrote a verification report on July 7, 2011 with a memo sent to Mr. John Woods who was no longer Managing Director. The memo also referred to Moses Wogbeh as Managing Director. The team did a patrol and visit from June 15 – 21 and noted that all the entire community proves that the deed is family deed, and that the community has no problem with FDA granting permission to their sister to conduct logging on the area.

Discussion of Issues

1. **No Evidence of Permission from Landowner**
Sarah Miller has a Limited Power of Attorney making her Attorney-in-Fact for the People of Sallouyou Section. There is no evidence that the people who conferred this distinction of Ms. Miller have the authority. Interestingly, during a visit to the area, the people told the SIIB that Ms. Miller was misrepresenting their interest as she now claimed ownership of the land for her family and not the community.
2. **Land Ownership Right Ineligible for PUP** The PUP contract has attached a land deed that is an Aborigine Deed, but it is barely legible and details are difficult to read. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.
3. **Failure to Comply with the Requirements for Conducting Forestry Activities**
 - a. **Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management**

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

- b. Social Agreement** There is a social agreement between People of Sallouyou and Global Logging signed on August 2, 2011. The agreement indicates that Global Logging will build a school with foundation and pillars that are concrete. Give 6 local scholarships annually; 2 undergraduate and 4 high school scholarships. The company will also indicated that all roads constructe during the period of its conces- sion will be durable and maintained.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provi- sion of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.

The People of Sam Gbalor District Rivercess County

Date issued:	August 12, 2011
PUP Holder:	The People of Sam Gbalor District
Land Owner:	The People of Sam Gbalor Chiefdom
Operator:	Forest Ventures, Inc./Atlantic Resources, Ltd.
Contract Duration:	<i>“fourteen (14) years, the land area being as TSC”</i>
PUP Location:	Rivercess County
Land area Granted for PUP:	23,432 hectares
Total Land Ares Indicated in PUP:	23,432 hectares
Total Deeded Land Area:	57,000 acres (23,067 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated March 17, 2011 from Forest Venture, Inc. under the signature of Augustus Abram, Planning Manager requesting the issuance of 8 PUPs including one for Tarsue District.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on April 10, 1956 for 57,000 acres (23,067 hectares) for the Chief, Elders and Citizens of Sam Gbalor Chiefdom. The deed was probated on May 2, 1956 and certified by the Ministry of Foreign Affairs on August 19, 1974 under the signature of C. Cecil Dennis as minister.

3. Deed Verification by MLME

The deed was verified in a letter dated Monday, June 27, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister/DLS&C at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and there exist no other claimants/titles.”* This verification letter references the FDA letter dated March 31, 2011 requesting the MLME *“to review, verify, and authenticate deeds for land areas”* in eight areas in Sinoe and Grand Gedeh including Cavalla, Tchien Mengna, B’hai, Sam Gbalor, Bodo, Jedepo, Kulu Shaw Boe, and Tarsue Sanquin.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period March 23 – June 1, 2011 (a year after the memorandum was written) for 8 communities spread across the southeast of the country, including B’hai, Boda, Gbao, Jeadebo, Kulu Shaw-Boe, Sam Gbalor, Tarsue Sanquin, and Tchien Magna Districts. It is noteworthy that this memorandum references the March 17, 2011 letter of application from Forest Venture, Inc. which letter was written 11 months after this memorandum was written. The findings of the report indicate that the area does not overlap with any protected area but is home to some protected wildlife animal species.

5. Assignment of Rights

Forest Venture, Inc. submitted to the SIIB an Assignment of Rights from Atlantic Resources, Ltd. to Forest Ventures, Inc. dated May 12, 2011, signed by Amb. John W. Gbedze as Chief

Executive Officer for Atlantic Resources and by Yii Hock Kong, as General Manager for Forest Venture, Inc. and attested to by FDA Maanaging Director, Moses Wogbeh who signed on 3/9/11. This Assignment of Rights is based on a resolution of the Board of Directors of Atlantic Resources, Ltd. dated **May 3, 2011** claiming that the Board meeting was held on **May 10, 2011** and was attended by the following Board members: Amb. John W. Gbedze, CEO/Chairman; Mr. Augustus Abraham, Managing Director, Jonathan S. Wheaton, Jr., Secretary; Benjamin Koffie, Treasurer; and Emmanuel Erskine, Chaplain.

Discussion of Issues

1. No Evidence of Permission from Landowner

The PUP license contains an application dated March 17, 2011 from Atlantic Resources, Ltd. However there is no evidence of the land owners, the People of Tarsue District, giving Atlantic Resources, Ltd. permission to apply on their behalf. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner's behalf. This is a clear violation of Section 5.6(c)(i) of the NFRL.

2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Sam Gbalor Chieftdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

3. Possible Fraud and Legality of Contract

i. Falsification of MLME Deed Authentication

v. Land Deed Authentication Report "Forged"

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the June 27, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of "Maxwell C.F. Gwee" on the MLME letter of June 27, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

· Maxwell C.F. Gwee's Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

· Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

vi. Time Taken to Authenticate Land Deeds not Practicable

MLME Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 8 communities totaling more than 558, 000 hectares and spread across the southeast of the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of June 27, 2011.

j. Falsification of FDA Field Validation Report

v. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on April 5, 2010 nearly one year before Atlantic Resources, Ltd. submitted its application for the PUP which is dated March 17, 2011. As indicated to the SIIB by the FDA during an interview with the SIIB on November 12, 2012 in Monrovia, the process of obtaining a PUP is triggered by an application which is followed by a validation; so how could the FDA conduct a validation almost one year before an application was submitted to them?

vi. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report dated April 5, 2010, the FDA claims to have conducted the validation exercises “*During the period March 23 – June 1, 2011*”, nearly one year after the memorandum was written? Once again, how could the report be written at least one year before the activities being reported occurred?

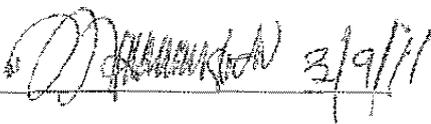
k. Falsification of Assignment of Rights from Atlantic Resources, Ltd. to Forest Venture, Inc.

iv. Falsified Board Resolution

As indicated above, this “Board Resolution” is dated May 3, 2011 and claims that the Board met on May 10, 2011. How could the decision of the Board be made before the date the Board convened to make said decision? The SIIB believes that this is an instance of fraud.

v. Questionable Date of FDA Approval

The date written by the FDA Managing Director when he approved the Assignment of Rights is 3/9/11 as shown in the picture below.

Approved:  3/9/11
FORESTRY DEVELOPMENT AUTHORITY

This could be March 9, 2011 or September 3, 2011, either of which raises the following questions:

- **3/9/11 is March 9, 2011**

If this date was meant to be March 9, 2011, how could the FDA Managing Director approve of the Assignment of Rights before the meeting of the Board of Atlantic Resources, Ltd. that made the decision was convened on May 10, 2012?

- **3/9/11 is September 3, 2011**

If this date was meant to be September 3, 2011, why did it take the FDA Managing Director nearly four months before approving this assignment? The Assignment of Rights is dated May 12, 2011.

- vi. **First Registration of Forest Venture, Inc. Post Dates Assignment of Rights**

Forest Venture, Inc. was registered for the first time as a business entity in Liberia on May 18, 2012; so this company did not exist in Liberia at the time Atlantic Resources, Ltd. Board claims to have resolved to assign rights to it for the Sam Gbalor forest.

- i. **Conflicting Roles of Amb. John Gbedze**

The SIIB has observed that Amb. John Gbedze is listed on the Atlantic Resources, Ltd. Board Resolution of April 10, 2011 as CEO/Chairman and he is also listed in the Forest Ventures, Inc. Business Plan of April 2012 as one of four board members and a shareholder with 5% of Forest Ventures, Inc. shares.

4. **Failure to Comply with the Requirements for Conducting Forestry Activities**

- m. **Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management**

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

- n. **Social Agreement**

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* The social agreement presented by Forest Venture, Inc. is between the People of Sam Gbalor District, the land owners, and Forest Venture, Inc. This interposes the following legal issues:

Forest Venture, Inc. is neither the land owner nor the applicant for the PUP. The Applicant is Atlantic Resources, Ltd. and there is no evidence of Forest Venture, Inc. or Atlantic Resources, Ltd. being permitted by the land owners

to act on their behalf. Therefore, neither Forest Venture, Inc. nor Atlantic Resources, Ltd. can be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides one key benefit to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled. The other benefits are vaguely states as construction of one clinic toward the end of the third year in operation; and begin the construction of two schools toward the end of the second year in operation.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Sam Gbalor Chieftdom in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on the following improprieties:
 - a. falsified MLME authentication report;
 - b. falsified FDA Field Validation Report;
 - c. falsified Assignment of Rights;
5. The Social Agreement between the People of Sam Gbalor District and Forest Ventures, Inc. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Seekon District

Date issued:	October 6, 2011
PUP Holder:	The People of Seekon
Land Owner:	The People of Seekon
Operator:	Forest Ventures/Atlantic Resources
Contract Duration:	<i>“twenty five (25) years, the land area being as an FMC”</i>
PUP Location:	Seekon District, Sinoe County
Land area Granted for PUP:	49,434 hectares
Total Land Ares Indicated in PUP:	49,434 hectares
Total Deeded Land Area:	122,154 acres (49,433.9 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated August 5, 2011 from the Seekon Administrative District under the signature of Robert Bestman, Chief Elder requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on April 11, 1951 for 122,154 acres (49,433.9 hectares) for the Chief, Elders and Citizens of Seekon District. The deed was probated on June 12, 1951 and certified by the Depart of State on February 1, 1961.

3. Deed Verification by MLME

The PUP license did not contain any proof of MLME verification; however, the MLME letter of October 3, 2011 included with PUPs awarded on October 6, 2011 and operated by South-east Resources does include the validation report for Seekon District as indicated below. The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. The findings of the FDA field validation report does not mention anything on the deeded area for the People of Seekon.

5. Letter of Application from Atlantic Resources, Ltd.

The PUP does not contain a copy of the letter of application from Atlantic Resources, Ltd. dated September 5, 2011 for a PUP that is contained in other PUPs awarded on October 6,

2011 and operated by Southeast Resources which requests the FDA for the issuance of PUP licenses for the following 13 communities spread across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

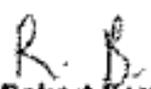
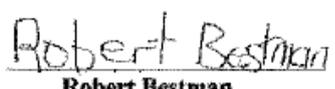
1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Seekon District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

c. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of Robert Bestman is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 Robert Bestman CHIEF ELDER/SEEKON DISTRICT	 Robert Bestman Elder/Seekon District

d. Falsification of MLME Deed Authentication

v. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assis-

tant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

vi. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

e. Falsification of FDA Field Validation Report

iii. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

iv. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises “*During the period 2010-2011.*” Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

e. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

f. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that “*The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.*” The social agreement presented by Forest Ventures, Inc. is between the People of Seekon District, the land owners, and Forest Ventures, Inc. This interposes the following legal issues:

Forest Ventures, Inc. is not the land owner and there is no evidence of Forest Ventures, Inc. being authorized by the land owners to act on their behalf. Therefore, Forest Ventures, Inc. cannot be either one of

the two parties in the Social Agreement as required under the law.

The Social Agreement provides one key benefit to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled. The other benefits are vaguely states as construct one clinic toward the end of the third year, and construction of two schools towards the end of the second year.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on a Aborigines Grant Deed for the Chief, Elders, and Citizens of Seekon District in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is forged.
5. There social agreement is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Tarsue District Sinoe County

Date issued:	August 12, 2011
PUP Holder:	The People of Tarsue District
Land Owner:	The People of Tarsue District
Operator:	Forest Ventures, Inc./Atlantic Resources, Ltd.
Contract Duration:	<i>“twenty five (25) years, the land area being as an FMC”</i>
PUP Location:	Sinoe County
Land area Granted for PUP:	63,002 hectares
Total Land Ares Indicated in PUP:	63,002 hectares
Total Deeded Land Area:	155,677 acres (63,000.2 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated March 17, 2011 from Forest Venture, Inc. under the signature of Augustus Abram, Planning Manager requesting the issuance of 8 PUPs including one for Tarsue District.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on March 10, 1952 for 155,677 acres (63,000.2 hectares) for the Chief, Elders and Citizens of Sanquin District. The deed was probated on March 27, 1952 and certified by the Ministry of Foreign Affairs on May 20, 1975 under the signature of C. Cecil Dennis as minister.

3. Deed Verification by MLME

The deed was verified in a letter dated Monday, June 27, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister/DLS&C at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and there exist no other claimants/titles.”* This verification letter references the FDA letter dated March 31, 2011 requesting the MLME *“to review, verify, and authenticate deeds for land areas”* in eight areas in Sinoe and Grand Gedeh including Cavalla, Tchien Mengna, B’hai, Sam Gbalor, Bodo, Jedepo, Kulu Shaw Boe, and Tarsue Sanquin.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period March 23 – June 1, 2011 (a year after the memorandum was written) for 8 communities spread across the southeast of the country, including B’hai, Boda, Gbao, Jeadepo, Kulu Shaw-Boe, Sam Gbalor, Tarsue Sanquin, and Tchien Magna Districts. It is noteworthy that this memorandum references the March 17, 2011 letter of application from Forest Venture, Inc. which letter was written 11 months after this memorandum was written. The findings of the report indicate that the area does not overlap with any protected area but is home to some protected wildlife animal species.

5. Assignment of Rights

Forest Venture, Inc. submitted to the SIIB an Assignment of Rights from Atlantic Resources, Ltd. to Forest Ventures, Inc. dated May 12, 2011, signed by Amb. John W. Gbedze as Chief

Executive Officer for Atlantic Resources and by Yii Hock Kong, as General Manager for Forest Venture, Inc. and attested to by FDA Maanaging Director, Moses Wogbeh who signed on 3/9/11. This Assignment of Rights is based on a resolution of the Board of Directors of Atlantic Resources, Ltd. dated **May 3, 2011** claiming that the Board meeting was held on **May 10, 2011** and was attended by the following Board members: Amb. John W. Gbedze, CEO/Chairman; Mr. Augustus Abraham, Managing Director, Jonathan S. Wheaton, Jr., Secretary; Benjamin Koffie, Treasurer; and Emmanuel Erskine, Chaplain.

Discussion of Issues

1. No Evidence of Permission from Landowner

The PUP license contains an application dated March 17, 2011 from Atlantic Resources, Ltd. However there is no evidence of the land owners, the People of Tarsue District, giving Atlantic Resources, Ltd. permission to apply on their behalf. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner's behalf. This is a clear violation of Section 5.6(c)(i) of the NFRL.

2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Sanquin District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

3. Possible Fraud and Legality of Contract

a. Falsification of MLME Deed Authentication

i. Land Deed Authentication Report "Forged"

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the June 27, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of "Maxwell C.F. Gwee" on the MLME letter of June 27, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- **Maxwell C.F. Gwee's Signature was Forged**

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- **Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011**

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

ii. Time Taken to Authenticate Land Deeds not Practicable

MLME Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 8 communities totaling more than 558, 000 hectares and spread across the southeast of the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of June 27, 2011.

b. Falsification of FDA Field Validation Report**i. FDA Validation Report Predates PUP Application**

The SIIB has observed that the FDA Validation Report memorandum was written on April 5, 2010 nearly one year before Atlantic Resources, Ltd. submitted its application for the PUP which is dated March 17, 2011. As indicated to the SIIB by the FDA during an interview with the SIIB on November 12, 2012 in Monrovia, the process of obtaining a PUP is triggered by an application which is followed by a validation; so how could the FDA conduct a validation almost one year before an application was submitted to them?

ii. Date of FDA Validation Report Predates the Period of Validation

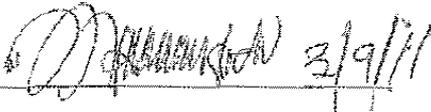
In the FDA Validation Report dated April 5, 2010, the FDA claims to have conducted the validation exercises “*During the period March 23 – June 1, 2011*”, nearly one year after the memorandum was written? Once again, how could the report be written at least one year before the activities being reported occurred?

c. Falsification of Assignment of Rights from Atlantic Resources, Ltd. to Forest Venture, Inc.**i. Falsified Board Resolution**

As indicated above, this “Board Resolution” is dated May 3, 2011 and claims that the Board met on May 10, 2011. How could the decision of the Board be made before the date the Board convened to make said decision? The SIIB believes that this is an instance of fraud.

ii. Questionable Date of FDA Approval

The date written by the FDA Managing Director when he approved the Assignment of Rights is 3/9/11 as shown in the picture below.

Approved:  3/9/11
FORESTRY DEVELOPMENT AUTHORITY

This could be March 9, 2011 or September 3, 2011, either of which raises the following questions:

- **3/9/11 is March 9, 2011**

If this date was meant to be March 9, 2011, how could the FDA Managing Director approve of the Assignment of Rights before the meeting of the Board of Atlantic Resources, Ltd. that made the decision was convened on May 10, 2012?

- **3/9/11 is September 3, 2011**

If this date was meant to be September 3, 2011, why did it take the FDA Managing Director nearly four months before approving this assignment? The Assignment of Rights is dated May 12, 2011.

- iii. **First Registration of Forest Venture, Inc. Post Dates Assignment of Rights**

Forest Venture, Inc. was registered for the first time as a business entity in Liberia on May 18, 2012; so this company did not exist in Liberia at the time Atlantic Resources, Ltd. Board claims to have resolved to assign rights to it for the Tarsue forest.

- d. **Conflicting Roles of Amb. John Gbedze**

The SIIB has observed that Amb. John Gbedze is listed on the Atlantic Resources, Ltd. Board Resolution of April 10, 2011 as CEO/Chairman and he is also listed in the Forest Ventures, Inc. Business Plan of April 2012 as one of four board members and a shareholder with 5% of Forest Ventures, Inc. shares.

4. **Failure to Comply with the Requirements for Conducting Forestry Activities**

- c. **Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management**

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

- d. **Social Agreement**

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* The social agreement presented by Forest Venture, Inc. is between the People of Tarsue-Sanquin District, the land owners, and Forest Venture, Inc. This interposes the following legal issues:

Forest Venture, Inc. is neither the land owner nor the applicant for the PUP. The Applicant is Atlantic Resources, Ltd. and there is no evidence of Forest Venture, Inc. or Atlantic Resources, Ltd. being permitted by the land owners

to act on their behalf. Therefore, neither Forest Venture, Inc. nor Atlantic Resources, Ltd. can be either one of the two parties in the Social Agreement as required under the law.

The Social Agreement provides three key benefits to the community explicitly stated: a royalty payment of US\$3.00 for each cubic meter of log felled; construction of one clinic toward the end of the third year value at US\$12,500; and construction of two schools toward the end of the second year at the value of US\$14,500 each.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Sanquin District in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on the following improprieties:
 - a. falsified MLME authentication report;
 - b. falsified FDA Field Validation Report;
 - c. falsified Assignment of Rights;
5. The Social Agreement between the People of Tarsue-Sanquin District and Forest Ventures, Inc. is bogus and invalid.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The GOL should evoke the appropriate legal action to cancel Social Agreement.
3. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Vahun District

Date issued: Not available

PUP Holder: The People of Vahun District

Land Owner: The People of Vahun Chiefdom

Operator: Not available

Contract Duration: *“fourteen (14) years, the land area being as a small FMC”*

PUP Location: Lofa County

Land area Granted for PUP: 22,889 hectares

Total Land Ares Indicated in PUP: Not available

Total Deeded Land Area: Not available

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is no application letter attached to this PUP license.

2. Land Deed

The certification page of an Aborigines Deed is attached to the PUP license showing that the deed was certified by the Ministry of Foreign Affairs on February 7, 1969 under the signature of C. Cecil Dennis as minister. It is noteworthy that C. Cecil Dennis was Minister of Foreign Affairs from 1973 – 1980, he could not have certified this deed in 1969.

3. Deed Verification by MLME

There is no verification letter from MLME for this PUP license.

4. FDA Field Verification Report

There is no evidence of an FDA Verification report attached to the PUP license.

Discussion of Issues

1. No Evidence of Permission from Landowner

There is no evidence of an application letter for this PUP. There is also no evidence of the land owners, the People of Vahun Chiefdom, giving anyone permission to apply on their behalf. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf. This is a clear violation of Section 5.6(c)(i) of the NFRL.

2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Vahun Chiefdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

3. Possible Fraud and Legality of Contract

a. Falsified Land Deed

The certification page of the land deed attached to the PUP license indicates that the deed was certified by Foreign Minister C. Cecil Dennis on February 7, 1969 when in fact he was minister from 1973 – 1980. This is clear evidence of falsification. Because there is no application attached to the PUP license, FDA would need to identify the person(s) who submitted this deed for prosecution.

b. There is no Vahun Chiefdom in Liberia

The certification page of the deed indicates that the deed is given to the *“Chief, elders*

and Citizens of Vahun Chiefdom” when in fact there is no “Vahun Cheifdom” in Liberia. This may be reference to the Guma-Mende Chiefdom where the city of Vahun is located in Lofa County.

4. Failure to Comply with the Requirements for Conducting Forestry Activities

e. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

f. Social Agreement

Section 5.6(c)(vi) of the NFRL requires that *“The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.”* There is no evidence of a social agreement for this PUP license.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the Chief, Elders, and Citizens of Vahun Chiefdom in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is missing the essential requirements such as application, MLME deed validation, and FDA verification, and is based on a false deed.
5. There is no Social Agreement for this PUP license.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The LACC and MOJ should evoke proceedings to prosecute those identified to have committed falsification.

The People of Voinjama District

Date issued: October 6, 2011
 PUP Holder: The People of Voinjama
 Land Owner: The People of Voinjama
 Operator: Southeast Resources/Atlantic Resources
 Contract Duration: *“twenty five (25) years, the land area being as an FMC”*
 PUP Location: Voinjama District, Lofa County
 Land area Granted for PUP: 72,360 hectares
 Total Land Ares Indicated in PUP: 72,360 hectares
 Total Deeded Land Area: 178,806 acres (72,360.2 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated August 2, 2011 from the Voinjama District Forest Management Committee under the signature of Kebeh Wilicor, Elder requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on May 12, 1950 for 178,806 acres (72,360.2 hectares) for the Chief, Elders and Citizens of Voinjama District. The deed was probated on March 27, 1950 and certified by the Ministry of Foreign Affairs on October 3, 1961 under the signature of William A. David as acting secretary of state.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. Among other things, the findings indicate that the Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, and Zorzor deeded land falls directly into the Forest Management Contract areas “D” and “M” and recommends that *“the deed be forwarded to the Ministry of Lands, Mines & Survey for authentication.”*

5. Letter of Application from Atlantic Resources, Ltd.

The PUP also contains a letter from Atlantic Resources, Ltd. dated September 5, 2011 requesting the FDA for the issuance of PUP licenses for the following 13 communities spread across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Mar-

bo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Voinjama District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

a. PUP Signatories Unknown to Community

The area of this PUP exists in the Bondi Clan in the Voinjama District in the Darbu Town forest. In a letter dated October 18, 2012 to the SIIB from the Darbu Town and signed by Zubah W. Kponeh, Representative of Darbu Town, the community informed the SIIB that they do not know the two persons who signed the PUP license on behalf of their community. In an interview with the SIIB on November 16, 2012 in Monrovia, the representatives of the people of Darbu Town again re-iterated that the two persons who signed the PUP on their behalf “do not exist” and the the PUP was obtained without their knowledge or acquiescence.

b. Falsification of MLME Deed Authentication

iii. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged

In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.

- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011

In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

iv. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

c. Falsification of FDA Field Validation Report

v. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

vi. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises *“During the period 2010-2011.”* Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

d. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

e. Social Agreement

There is no evidence of a social agreement in violation of Section 5.6(c) of the NFRL.

f. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report indicates the Gola Konneh deeded land falls directly into the Forest Management Contract areas “D” and “M”. These overlaps are not in conformity with National Forest Strategy.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(c), (d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).

3. This PUP license is granted based on a Aborigines Grant Deed for the Chief, Elders, and Citizens of Voinjama District in violation of Section 2.3(b) of the CRL.
4. The PUP is invalid because it is based on forged MLME authentication report and forged FDA Field Validation Report.
5. Community members do not know the two persons who signed the PUP on their behalf.
6. The PUP was granted outside the spirit of the National Forest Strategy due to overlaps with other forest uses as determined by the FDA Field Validation Report.
7. There is no social agreement.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Webbo & Nyenebo

Date issued: December 2, 2010

PUP Holder: The People of Webbo & Nyenebo

Land Owner(s): The People of Webbo & Nyenebo

Operator: Atlantic Resources, Ltd.

Contract Duration: 22 years

PUP Location: Grand Gedeh County

Land Area Granted for PUP: 23,459 hectares

Total Land Area indicated in PUP: 57,967 acres (23,459 hectares)

Total Deeded Land Area: 57,967 acres (23,458.4 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is no evidence of letter of application among the submissions received by the SIIB from the community to the FDA requesting a PUP, neither was there an application from an authorized representative of the community. The FDA verification memorandum dated April 5, 2010 refers to a communication from Atlantic Resources, Ltd. Dated February 7, 2010 requesting the issuance of PUPs for eight (8) different community forests including Tuobo and Nyenebo in Webbo District, however copy of this February 7, 2010 letter from Atlantic Resources to FDA was not made available to the SIIB.

2. Land Deed

A certified copy of an Aborigines Deeds is attached to the PUP license signed by President Tubman on November 10, 1955 for 57,967 acres (23,458.4 hectares) for the Chief, Elders and Citizens of Tuobo and Nyenebo Chiefdoms, Webbo District. The deed was probated on November 30, 1955 and certified by the Ministry of Foreign Affairs on July 8, 1974 under the signature of C. Cecil Dennis, Jr. as minister.

3. Deed Verification by MLME

The deed was verified by a letter dated July 23, 2010 and signed by George Y. Miller, Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documents submitted for verification were also counter checked by the Ministry of Foreign Affairs, and admonished the FDA to include the County or Resident Surveyors during the field verification in order to avoid delay.

4. FDA Field Verification Report

An internal FDA memorandum dated April 5, 2010 reports that the verification exercise was conducted during the period March 12-29, 2012 for six PUP areas – Trenbo, Lower & Upper Jloh, Bolloh, Karluway, Webbo & Nyenebo, and Thienpo. The report lists the nine technical team members including Philip K. Joeklo, Regional Forester for Region #4 at FDA; among other things, the findings indicate that there are no overlaps with the Nyenebo/Tuobo deeded land and that the area is home to some protected wildlife animal species.

Discussion of Issues

1. No Evidence of Permission from Landowner

There is no evidence of an application for this PUP either from the community or from an authorized representative. Reference is made in the FDA Field Verification Report to a letter

of application dated February 7, 2010 for a PUP from Atlantic Resources, Ltd. However there is no evidence of the community giving Atlantic Resources, Ltd. In accordance with Section 5.6(c)(i) of the NFRL, the applicant for a PUP has to be the land owner or person permitted in writing to apply on the land owner’s behalf.

2. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Tuobo and Nyenebo Chiefdoms, Webbo District. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

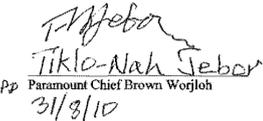
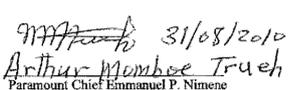
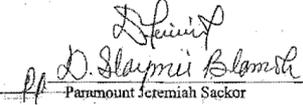
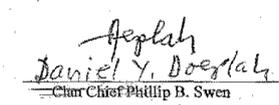
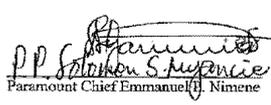
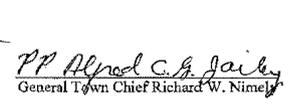
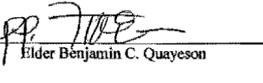
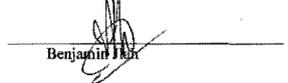
3. Possible Fraud and Legality of Contract

a. Falsification of FDA Field Validation Report

In an interview on December 2, 2012, the FDA’s Regional Forester for Region 4, Philip Joekolo, informed the SIIB that at no time did FDA conduct field verification of this area. He indicated further that the reference made to a visitation to the area in the FDA Validation Report of April 5, 2010 was in fact awareness conducted by the FDA of the CRL and not a validation of visit of PUP lands as claimed in the validation report. With this information from the regional head of FDA who is listed in the FDA Validation Report of April 5, 2010 as one of the members of the team that conducted the validation, the SIIB is led to belief that the said validation report was in fact manufactured in Monrovia and no validation exercise was conducted by the FDA.

b. Falsified Proxy-Signatures on PUP Licenses

The SIIB has observed that the PUP licenses for the six PUP areas mentioned in the FDA Field Validation Report of April 5, 2010, including Tuobo and Nyenebo, which the SIIB believes was falsified, were all proxy-signed for the purported representatives of the respective communities as shown in the table below:

<p align="center">The People of Trenbo</p> <p align="center">FOR THE PEOPLE OF TRENBODISTRICT</p>  <p>PP Samuel D. Baker Paramount Chief Alfred D. Toe</p>  <p>PP S. Milton Kaycho, I Paramount Chief Blayon Nysimneh</p>	<p align="center">The People of Jloh</p> <p align="center">FOR THE PEOPLE OF JLOH</p>  <p>PP Tiklo-Ah Sebor Paramount Chief Brown Worjloh 31/8/10</p>  <p>PP Arthur Mumboe Trueh Paramount Chief Emmanuel P. Nimene 31/08/2010</p>
<p align="center">The People of Bolloh, Dorbor & Feneto</p> <p align="center">FOR THE PEOPLE OF BOLLOH, DORBOR & FENETOEBODISTRICT</p>  <p>PP D. Shymu Blomah Paramount Jeremiah Sackor</p>  <p>PP Daniel Y. Doegaly Clan Chief Phillip B. Swen</p>	<p align="center">The People of Karluway</p> <p align="center">FOR THE PEOPLE OF KARLUWAY</p>  <p>PP Solomon S. Nyenise Paramount Chief Emmanuel J. Nimene</p>  <p>PP Alfred C. G. Jaily General Town Chief Richard W. Nimely</p>
<p align="center">The People of Webbo & Nyenebo</p> <p align="center">FOR THE PEOPLE OF JLOH</p>  <p>PP Amos Caesar Paramount Chief Amos Caezor</p>  <p>PP James Nagbe Clan Chief James Nagbe</p>	<p align="center">The People of Thienpo</p> <p align="center">For The People of Thienpo</p>  <p>PP Elder Benjamin C. Quayeson</p>  <p>Benjamin Jaily</p>

c. With the exception of the People of Webbo & Nyenebo PUP, all of these PUP licenses were signed on the same date, August 31, 2010.

4. Failure to Comply with the Requirements for Conducting Forestry Activities**a. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management**

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

b. Social Agreement

There is also no evidence of a social agreement between the land owners (the People of Tuobo and Nyenebo) and the applicant (not specified in the documentations submitted) as per the requirements of Section 5.6(c)(vi) of the NFRL.

5. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report, despite being viewed by the SIIB as falsified, indicates that the Tuobo and Nyenebo some protected wildlife animal species, the harvesting of which would constitute a clear inconsistency with the Forest Management Strategy.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on an Aborigines Grant Deed for the people of Tuobo and Nyenebo in Webbo District in violation of Section 2.3(b) of the CRL.
4. The PUP was granted outside the spirit of the National Forest Strategy because the land area contains some protected wildlife animal species as determined by the FDA Field Validation Report.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.

The People of Zorzor District

Date issued:	October 6, 2011
PUP Holder:	The People of Zorzor
Land Owner:	The People of Zorzor
Operator:	Southeast Resources/Atlantic Resources
Contract Duration:	<i>“twenty five (25) years, the land area being as an FMC”</i>
PUP Location:	Zorzor District, Lofa County
Land area Granted for PUP:	139,392 hectares
Total Land Ares Indicated in PUP:	139,392 hectares
Total Deeded Land Area:	344,443 acres (139,391.1 hectares)

In addition to the PUP, other critical documents forming part of the PUP contract are:

1. PUP Application

There is an application letter to the FDA Managing Director dated September 1, 2011 from the Zorzor District under the signature of Edward Boakai, Elder requesting the issuance of a PUP.

2. Land Deed

A certified copy of an Aborigines Deed is attached to the PUP license signed by President Tubman on May 21, 1950 for 344,443 acres (139,391.1 hectares) for the Chief, Elders and Citizens of Zorzor Chiefdom. The deed was probated on September 12, 1950 and certified by the Center for National Document and Records on April 20, 1993.

3. Deed Verification by MLME

The deed was verified by a letter dated Monday, October 3, 2011 and purportedly signed by Maxwell C.F. Gwee, Acting Assistant Minister for Lands, Survey and Cartography at the MLME who informed the FDA that the documentations submitted for verification were *“found to be correct and the land un-encumbered.”* This verification letter references the FDA letter dated August 26, 2011 requesting the MLME verification for land deeds pertaining to 14 communities, namely, Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts.

4. FDA Field Verification Report

An internal FDA memorandum dated October 16, 2009 and addressed to Moses Wogbeh as Managing Director reports that the verification exercise was conducted during the period 2010 – 2011 (a full year after the memorandum was written) for 14 communities spread across the country, including Kpo, Dugbeh River, Jaedae, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, Gbarma, Kulu-Shaw Boe, Gola Konneh, Belleh Yellah, Bopolu, and Kongba Districts. Among other things, the findings indicate that the Bopolu, Kongba, Gola Konneh, Gbarma, Belle, Voinjama, and Zorzor deeded land falls directly into the Forest Management Contract areas “D” and “M” and recommends that *“the deed be forwarded to the Ministry of Lands, Mines & Survey for authentication.”*

5. Letter of Application from Atlantic Resources, Ltd.

The PUP also contains a letter from Atlantic Resources, Ltd. dated September 5, 2011 requesting the FDA for the issuance of PUP licenses for the following 13 communities spread

across the country: Belleh, Gola Konneh, Kulu Shaw Boe, Jaedae, Dugbeh River, Bade, Marbo, Beawor, Zorzor, Voinjama, Seekon, Gboe-ploe, and Gbarma.

Discussion of Issues

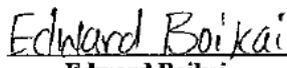
1. Land Ownership Right Ineligible for PUP

The PUP contract is based on an Aborigines Grant deed for the Chief, Elders, and Citizens of Zorzor Chiefdom. In accordance with Section 2.3(b) of the CRL, these lands are classified as a community forest and must therefore be operated under the framework of the CRL.

2. Possible Fraud and Legality of Contract

g. Inconsistent Signatures of PUP Applicant and Signatory

The SIIB observes that the signature of Edward Boikai is not the same on the application letter and on the PUP signature page of the PUP as shown below.

Signature of on Application	Signature on PUP
 Edward Boikai CHIEF ELDER ZORZOR DISTRICT	 Edward Boikai Elder/Zorzor District

h. Falsification of MLME Deed Authentication

vii. Land Deed Authentication Report “Forged”

During the SIIB interview with the MLME on November 19, 2012, Maxwell C.F. Gwee indicated that he never acted as Assistant Minister in 2011, which assertion was corroborated by his boss Assistant Minister George Y. Miller; he therefore claimed that he did not sign any deed verification letter that year. He further claimed that his signature had been forged by unscrupulous individuals. Both of these individuals informed the SIIB that the Stamp used on the October 3, 2011 land deed verification letter from MLME had gotten missing from their bureau months earlier; but the case was not reported to senior management at the MLME. However, a thorough comparison of the signature of “Maxwell C.F. Gwee” on the MLME letter of October 3, 2011 to other letters that he admitted signing revealed that the signatures were identical. This situation gives rise to two possible scenarios as follows:

- Maxwell C.F. Gwee’s Signature was Forged
 In this scenario, the PUP would have been issued based on a forged land deed validation from MLME, which would invalidate the PUP.
- Maxwell C.F. Gwee Signed but Never Acted as Assistant Minister in 2011
 In this scenario, Maxwell C.F. Gwee signed the letter as Acting Assistant Minister when in fact he was not an Acting Assistant Minister. This would be impersonation on the part of Maxwell Gwee and would invalidate the letter which invalidation would also invalidate the PUP.

viii. Time Taken to Authenticate Land Deeds not Practicable

Assistant Minister George Y. Miller informed the SIIB during the interview that on average it takes the MLME about a month to verify a land deed of about 20,000 hectares. However, the SIIB observes that it took the MLME just about a month to authenticate the land deeds for 14 communities totaling more than 900, 000 hectares and spread across the country. The SIIB does not believe that the MLME actually performed the land deed authentication as claimed in its letter of October 3, 2011

i. Falsification of FDA Field Validation Report

v. FDA Validation Report Predates PUP Application

The SIIB has observed that the FDA Validation Report memorandum was written on October 16, 2009 nearly one year before the community submitted its first PUP application on August 12, 2010 as referenced in the community letter of August 19, 2011. The FDA validation process is triggered by a valid PUP application with a land deed; so how could the FDA conduct a validation before the application was submitted to them?

vi. Date of FDA Validation Report Predates the Period of Validation

In the FDA Validation Report date October 16, 2009, the FDA claims to have conducted the validation exercises “*During the period 2010-2011.*” Once again, how could the report be written at least one year before the activities being report occurred?

3. Failure to Comply with the Requirements for Conducting Forestry Activities

g. Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, Land Management

There is no evidence of an Annual Harvesting Certificate, Business Plan and Proof of Financial and Technical Capacity, and Land Management Plan from the applicant as required by Section 5.6(c)(iii), and 5.6(d)(i), (ii), (iv) & (v) of the NFRL.

h. Social Agreement

There is no evidence of a social agreement in violation of Section 5.6(c) of the NFRL.

i. Inconsistency with the Forest Management Strategy

The FDA Field Validation Report indicates the Gola Konneh deeded land falls directly into the Forest Management Contract areas “D” and “M”. These overlaps are not in conformity with National Forest Strategy.

Findings

1. The FDA has not as yet specified the standard qualifications by regulations for persons wishing to obtain permission to commercial forest operations under a PUP license as required by Section 5.2(a)(iii) of the NFRL. This PUP was issued in violation of this provision of the law.
2. The granting of this PUP license is in violation of Section 5.2(c), 5.6(c), (d)(i), (ii), (iv) – (vi), and 5.6(f) - (h).
3. This PUP license is granted based on a Aborigines Grant Deed for the Chief, Elders, and Citi-

zens of Zorzor Chiefdom in violation of Section 2.3(b) of the CRL.

4. The PUP is invalid because it is based on forged MLME authentication report and forged FDA Field Validation Report.
5. The PUP was granted outside the spirit of the National Forest Strategy due to overlaps with other forest uses as determined by the FDA Field Validation Report.
6. There is no social agreement.

Recommendations

1. The GOL should evoke the appropriate legal action to cancel this PUP license.
2. The MOJ and the LACC should further investigate the possible fraud uncovered.



**SPECIAL INDEPENDENT INVESTIGATING BODY REPORT ON
THE ISSUANCE OF PRIVATE USE PERMITS (PUPs)**