

CRN 76/08

1 THE HIGH COURT OF SIERRA LEONE

HOLDEN. AT FREETOWN

THE STATE

VS

Accused Present FRANCIS GABBIDON
G. Thompson for the State
M. S. Bangura with L. Jenkins
Johnston for the Accused

JUDGMENT

The Accused Francis A. Gabbidon stands charged with 1.68 counts of Misappropriation of Public Funds contrary to Section 12(1) of the Anti Corruption Act 2000 (as amended). The charges are laid under Section 12(1) of the Anti Corruption Act 2000 which provides that "any person who misappropriates public revenue, public funds or property is guilty of an offence. " Section 12(2) states that: "A person misappropriates public revenue, public funds or property if he wilfully commits an act, whether by himself, with or through another person, by which the Government, a public corporation or a local authority is deprived of any revenue, funds or other financial interest, or property belonging or due to the Government, the public corporation or local authority".

The substance of the charges is that the Accused as the former Ombudsman of Sierra Leone misappropriated public funds to the tune of seventy million, two hundred and twenty six thousand, six hundred and forty two Leones

(Le7,0, 226, 642.00). It is alleged, on each of the said 168 counts that the Accused, on a date unknown between a two-month period, being the Ombudsman, misappropriated a particular sum which had been entrusted to him for payment to either Christopher Peacock or Melron Nicol Wilson as monthly salary having falsely represented that they were both employed by the Office of the Ombudsman.

- The charges were put to the Accused and the plea taken on the 15th day of July 2008. Thereafter,, this Court made an Order as of course for trial by Judge alone instead of by Judge and Jury pursuant to an application in writing - made by the Attorney-General and Minister of Justice under Section 144(2) of the Criminal Procedure Act NO. 32 of 1965, as repealed and replaced by Section 3 of the Criminal Procedure Amendment Act NO.11 of 1981. In the circumstances, therefore, throughout the trial, this Court proceeded both as a Tribunal of Fact and as a Tribunal of Law.

However, before the trial itself commenced, certain preliminary matters had to be dealt with as can be seen from the following sequence of proceedings. On the 18th day of July 2008, Ms Glenna Thompson made an opening statement for the Prosecution outlining the method of execution of the Prosecution case. Then Counsel Mr. J. S. Jenkins Johnston, who led the defence team, applied for an adjournment on the basis that the defence team had not had enough time to study all the papers served on them only within the past forty eight hours. The application was granted and, taking into consideration the long vacation of the Court, the case was

adjoined to the 18th of September 2008. On that day aforesaid, Dr. Jabbi, who now led the defence team, raised a preliminary jurisdictional objection premised on the ground that the entire action covering all the 168 counts is entirely and absolutely time barred in terms of Section 2, subsections (1) and (2) of the Public Officers Protection Act, Cap. 172 of the Laws of Sierra Leone. Submissions were made by

both Dr. Jabbi and Ms Glenna

Thompson and the matter

was reserved for Ruling. On the 9th day of October 2008, this Court delivered a Ruling dismissing the preliminary jurisdictional objection on the ground, Inter alia, that the Accused cannot take umbrage under the statutory protection given to public officers under Section 2 subsections (1) and (2) of the Public Officers Protection Act, Cap. 172 of 1960 as amended by the Limitation Act, No. 51 of 1961. Thereafter, Dr. Jabbi announced their intention to appeal against the Ruling and craved the Court's discretion to grant a stay of proceedings as to the trial pending the hearing and determination of the appeal. Needless to say, the State vehemently opposed the said application on the ground that the High Court does not have an inherent jurisdiction to grant a stay of proceedings in criminal matters. On the 16th day of October, 2008 I delivered a Ruling refusing the defence application for stay of trial proceedings and I ordered that the case against the Accused Francis A. Gabbidon on charges of misappropriation of public funds contrary to Section 12(1) of the Anti-Corruption Act, 2000 as amended, shall proceed forthwith. Thereafter, the Prosecution began leading evidence on the said 16th day of October, 2008.

It is the State which brings this case and it bears

the burden of proving beyond a reasonable doubt the commission of the offence with which the Accused is charged and it is for the State to satisfy the Court so that it is sure of the Accused person's guilt. This burden of proving the guilt of the Accused rests with the State and continues throughout.

The leading authority is the case of Woolmington v. DPP [1935] A.C. 462, HL wherein it was stated that "throughout the web of the English criminal law one golden thread is always to be seen, that it is the duty of the prosecution to prove the prisoner's guilt (subject to the qualification involving the defence of insanity and to any statutory exception). If at the end of and on the whole of the case, there is a reasonable doubt, created by the evidence given either by the prosecution or the prisoner, as to whether (the offence was committed by him), the prosecution has not made out the case and the prisoner is entitled to an acquittal. No matter what the charge or where the trial, the principle that the prosecution must prove the guilt of the prisoner is part of the common law of England and no attempt to whittle it down can be entertained." (per Viscount Sankey LC. at pp. 481-182).

On the standard of proof, Denning J. in Miller v. Minister of Pensions [1947] 2 All E.R. 372 at pp. 373-374 stated that: "It need not reach certainty, but it must carry a high degree of probability. Proof beyond reasonable doubt does not mean proof beyond the shadow of doubt. The law will fail to protect the community if it admitted fanciful possibilities to deflect the course of justice. If the evidence is so strong against a man as to leave only a remote possibility in his favour which can be dismissed with the sentence 'of course it is possible but not the least probable', the case is proved

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reasonable doubt, but nothing short of that will
: suffice".

To prove its case the State has relied on the evidence of 9 witnesses as follows:

- PW1 - Sheku Kamara
- PW2 - Issa Dauda Kanu
- PW3 - James Kamara
- PW4 - Haroun Al-Rasheed Sheriff
- PW5 - Alieu Badara Gibril
- PW6 - Marie Elaine Dumbuya
- PW7 - Melron Nicol Wilson
- PW8 - Christopher James Peacock
- PW9 - Victoria Aminata Mansaray

The State also tendered in evidence various documents such as Exhibits A1-A161: The recorded interview given by the Accused; Exhibits B1-B12: Status Report on the office of the Ombudsman of Sierra Leone; Exhibit C: Letter of Appointment as Ombudsman; Exhibit D1-D3: Curriculum Vitae of Christopher J. Peacock; Exhibit E: Accountant General Vote Service Ledger; Exhibit F: Letter addressed to Mr. M Nicol Wilson Re: Appointment as an Investigator; Exhibits G1-G62: Salaries of Staff - The Office of the Ombudsman; Exhibits H1-H3: Accountant General's Department - Payment to the Office of the Ombudsman; Exhibits J1-J18: Accountant General's Department - salaries verification and approval Form; Exhibit P: Letter written by Christopher J. Peacock to the Editor Peep News Magazine; Exhibit Q: Letter from Francis A. Gabbidon to the Spectator Newspaper; Exhibit R: Peep Magazine dated Friday November 9, 2007; Exhibit S: Letter from C.J. Peacock Esq. to Francis A. Gabbidon Re: Demand for a written affidavit in a local tabloid having wide circulation and readership - Reply to Letter dated 7th December 2007; Exhibit T: Letter from

Francis A. Gabbidon to CJ.Peacock; Exhibit U: The Spectator News Paper dated 21-11-07; Exhibit V: Awoko Newspaper dated Friday November 16, 2007; Exhibit W: Peep newspaper dated Friday December 14, 2007; Exhibit X: Recommendation made by Francis A. Gabbidon on behalf of C.J. Peacock and Exhibit DD which is a Letter from NASSIT to the Ombudsman dated 19th August 2005 Re: Non Registration of Employees for Social Security.

The facts of this case as presented by the Prosecution can be seen through the evidence of PW4, PW5, PW6, PW7 and PW8 together with Exhibits A1-58, B, E, F, G1-62, H and J. Briefly put, it is the prosecution's case that Exhibits G1-62 which are the paid-up salary vouchers, were signed month after month from 2001 to 2007 with the names of Messrs Christopher Peacock and Melron Nicol Wilson who were said to have been employees at the Office of the Ombudsman

and with inscription to acknowledge receipt of the said salaries; that at the end of each month, the Accused will claim to have paid - 9 f.p. fir., Peacock and Mr. Nicol Wilson who they had presented to Government were employees of the Office of the Ombudsman; that the Accused would sign the paid up salary vouchers, thereby attesting to that fact and by so doing triggering the release of quarterly funds to his Office. Both Messrs Christopher Peacock and Melron Nicol Wilson denied ever having seen the vouchers let alone signing them. Insofar as it was put to the Accused that the signatures were put there by him, the Accused denied it, but went on to state that he believed they were the signatures of Messrs Nicol Wilson and Peacock.

PW4 Haroun Alraschid Sheriff testified that he is a civil servant attached to the Accountant General's office and he confirmed that since the inception of the Office of the Ombudsman sometime around 2001, it received quarterly allocations from the Government of Sierra Leone through his department. He produced in evidence the salary verification and approval forms (Exhibits JI-18) and the records of payment to

the Office of the Ombudsman (Exhibits HI-3). He stated further that payments were paid into Sierra Leone Commercial Bank account number 10092-92 which is the account of the Office of the Ombudsman. He said these payments were made on quarterly basis but sometimes when there is a cash problem in the country they pay on a monthly basis. He further testified that in 2006 all four quarters totaling Le129,000,000.00+ were paid and in 2007 for the first three quarters, the sum of Le108,139,308.00 was paid as salary grant to the Office of the Ombudsman. He gave evidence of other similar payments made since 2001. This evidence shows categorically that the money used for salaries was from the Government of Sierra Leone. Further in his evidence he was able to explain to the Court the process involved in getting the salary allocation from government. He also referred to Exhibit J6 and he stated as follows:

"There are names on that document.

Under Accountant the first name is Mr. Christopher Peacock and a basic salary of Le1,650,000 is stated. Deductions were made and the net payment is for Le1,574,313. The name immediately below retired civil servant is Mr. M. Nicol Wilson and his basic salary is

Le1, 099,998 and . deductions were rrrnde and the net was Le1,188,062. Below Mr. Peacock's name the designation is "Lawyer" and below Mr. Nicol . Wilson the designation is "Investigator" and below there is a stamp and signature of the Ombudsman".

It is pertinent to note that PW4's evidence was not challenged by the Defence at all as he was not Cross examined.

PWS was 'Alieu Badara Gibril the Accountant in the Office of the Ombudsman. He was able to give an overview of how the accounting system worked in the office. He stated that the office was run by the Accused who was the vote controller and under whose instructions he operated. He said his responsibility was to sign cheques, prepare payment vouchers, prepare commitment forms and write up payment vouchers for other charges to be taken to the Accountant General's department. He said he signed the cheques together with the Accused

and that at times the Accused instructed him to just sign blank cheques. He stated that salaries were paid to the staff by the Accused and they were asked to sign on the paid up vouchers and that the names on the vouchers were never rejected by the Accountant General's department because the procedure was followed and they did not object presentation to the Accountant General's office. He referred to Exhibit G1 as the

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the month of March 2003. He said he recognized his name and that he had signed against it. He then stated as follows:

..

"The name after that is Mr. Peacock with a basic salary of Le500,000 and a net pay of Le408,333. There is a signature against Mr. Peacock's salary and it implies that he has already received his salary. Number 4 is Mr. M. Nicol Wilson with a basic salary of Le333,333. His net pay is Le283,333 and there is a signature there. On the next page the computation for March 2003 amounts to Les, 687,500. I prepared it and it was approved by the Ombudsman Mr. Francis Gabbidon..."

Testifying further, PWS said there were 12 names on the vouchers every month and those vouchers included the names of Christopher Peacock and M. Nicol Wilson. He said he did not know these two as staff members in the Office of the Ombudsman. He said he had never seen Mr. Nicol Wilson or Mr. Peacock in the Office of the Ombudsman although he knew who they were.

He stated that neither Mr. Peacock nor Mr. Nicol Wilson operated from their office nor did either of them have any relationship with the office. In fact, under cross examination he stated that he knew their names from the salary paid up vouchers. He denied ever taking salary to Mr. Nicol Wilson or ever telling the accused that Mr. Nicol Wilson had declined his salary and had instead asked for it to be paid to charities. When the Accused put it to him that every month during the period in question he had given him monies to give to Mr. Nicol Wilson as salaries, PWS emphatically yelled out the words "No, not in my life". He went on to state that he prepared vouchers with their names on it but that it was the Accused who made all the payments and whenever the Accused paid salaries, he would claim that he was going to pay the other staff c,1t

their various places of work. He referred to Exhibit G58 and after pointing out the names of Mr Christopher Peacock and Mr. M. Nicol Wilson and their salaries he read out the following words:

"and I hereby certify that each of the above positions exist during the period stated and the employment was duly authorised by the Ombudsman".

PWS explained that this was the endorsement before the words "approved by Francis Gabbidon". He then referred to Exhibit G59 and he said the names on number 2 and number 4 are Mr. Christopher Peacock and Mr. M Nicol Wilson respectively. Their signatures are attached and these words appear:

"Also we hereby certify that each of the above named persons have been employed in the capacity and during the period stated and that the employment was duly authorised. We will personally be held liable if a Name in the voucher is not a genuine Staff".

PWS said the endorsement was signed by himself and Mr. Francis Gabbidon. He said he signed first and later it was approved by the Accused. He emphasized that the procedure for approval is that one cannot take these vouchers down to the

Accountant General's department without both of them signing and the Accused approving after ensuring that each member of staff has signed for his/her salary. HE confirmed that this was the pattern followed since 2001 to date.

Under cross examination, by the Accused in person, PWS maintained that Mr. Peacock had no relationship with the office. He said he only knows that Mr. Peacock's name and that of Mr. Nicol Wilson's were on the vouchers and that that had been the case for the past eight years. He

categorically denied the suggestion by the Accused that every month he had given him monies to give to Mr. Nicol Wilson and that Mr. Nicol Wilson had always said he would rather give the salaries to charities.

Let us pause at this stage and take a brief look at Exhibits G1 - G2 and the endorsement at the back of each voucher. The following words appear:

" TOTAL AMOUNTING TO THE SUM OF
AND I HEREBY CERTIFY THAT EACH OF THE
ABOVE POSITIONS EXISTED DURING THE
PERIOD STATED AND THAT THE EMPLOYMENT
WAS DULY AUTHORISED BY THE OMBUDSMAN".

Below these words appear two signatures:
" Prepared by A. Gibril" (PWS) and "Approved by
F. Gabidon" (the Accused).

This the prosecution submitted shows clearly that it was done on the instructions of the Ombudsman whose approval not only appeared but was the most important signature there. PWS worked under the direction of the Ombudsman and therefore the vouchers were prepared under his directives.

Pw6 was Ms Marie Dumbuya. She was the Confidential Secretary, first to the Accused during his legal practice and she was later

subscribed into the Office of the Ombudsman. She said she started working for the Accused in 1980 and in April 2000 the Accused switched over her appointment to the Office of the Ombudsman. She testified that she was never given a letter of appointment by the Office of the Ombudsman even though the Accused had given

her letters of appointments, including hers, to type. She stated further that salary vouchers for

typing were given to her by Mr. Gibril to whom they had been passed by the Accused. As far as she could recollect, since the Office started in April 2000 she could remember the staff as follows: Mr. Francis Gabbidon was the head of the Office and the Vote Controller, Mr. Gibril was the Accountant, she was the Confidential Secretary, Mr. Saidu Bangura the messenger and one Mr. Isdand Baimba whom she said left between 2003 -2004. She said when Mr. Baimba left there were only three members of staff until May 2008. PW6 went on to state that she is aware of the close personal relationship the Accused has with both Mr. Nicol Wilson and Mr. Peacock, but she maintained that they were not employees of the Office of the Ombudsman. She said she was not aware that monies were sent to Mr. Nicol Wilson and Mr. Peacock on a monthly basis from April 2000 to December 2007. PW6

identified Exhibit G3 and then went on to state inter alia :

I see Exhibit G3. My name is there. No 2 is Peacock and No 4 is Nicol Wilson; Of the 12 names I recognize Mr. Gibril the Accountant, Saidu Bangura the Messenger, Isdand Baimba the other Messenger and my name as Confidential

Secretary. These are the people I recognize as being staff members of the Office of the Ombudsman. I see signatures against their names but these two, i.e. Peacock and Nicol Wilson, to my knowledge, were not staff members"

She was randomly showed different other Exhibits such as G30, G59, G1, G60, G2 and G3 and she said these were the sort of vouchers that

they signed month after month on the receipt of salaries. She further testified that in each case, every month she would see 12 names on the list.

She said that she typed the salary vouchers and she got the information through Mr. Gibril who in turn had got the information from the Accused.

Under cross examination the witness confirmed that the office was very tight' and she recalled that letters had been written asking for space. She said she could recognize Mr. Nicol Wilson and Mr. Peacock; that Mr. Nicol Wilson normally went to the office during the period the Accused was Ombudsman; that as far as she could recollect Mr. Peacock only came to the office twice; that she could not recollect the Accused sending people to Mr. Peacock during his period as Ombudsman although he did so when he was a lawyer. When pressed further by the Accused PW 6 retorted that the Accused had sent matters that were riot within their jurisdiction to Mr. Peacock. On being questioned about the relationship between the Accused and Mr. Nicol Wilson she said "being the Director of LAWCLA and being the Ombudsman I believe that was the relationship you had with Mr. Nicol

Wilson. I don't recall your relationship with Mr. Peacock.¹¹

On this point, in her closing Address, Ms Glenna Thompson for the Prosecution submitted that even if Messrs Nicol-Wilson and Peacock were employed by the Office of the Ombudsman, but due to short age of space had to work elsewhere, both Mr. Gibril and Ms Dumbuya would have

known about it. In eight years they must have come across it, discussed it or at the very least heard about it. Counsel further submitted that it is not a criminal offence to have such an arrangement and if it did exist there would have been no reason for any of the witnesses to conceal it or deny its existence. She submitted that this arrangement imply did not exist and has been put forward as an explanation by the Accused to explain away his criminality.

PW7 Melron Nicol Wilson is one of the persons the Prosecution says was falsely inserted as an employee by the Accused and by so doing misappropriated funds belonging to the Government of Sierra Leone. PW7 categorically denied any suggestion that he ever worked for the Office of the Ombudsman. He had never seen any of Exhibits GI-62 nor signed any of them. He denied that the signature which appeared against his name was his. He said he did not receive any payments from the Office of the Ombudsman and that he did not have a relationship with Mr. Gibril or any other person working in that office. Indeed; even in cross examination by the Accused, he stated that he was never specifically asked to investigate any matter by him. The Accused has strenuously sought to explain the inclusion of Mr. Nicol Wilson as a staff member

- by saying that he used to send him cases which fell outside the mandate of the Office of the Ombudsman. PW7's response was that in such a case the modus operandi was normally by a referral letter written by the Ombudsman to LAWCLA, the organization of which he is Director, and report to him specifically. He said that the letter would state that a particular complaint had been made and the said complaint did not fall within the mandate of the Ombudsman and for the Centre to assist. PW7 further testified that such complaints related to landlord/tenant issues and maintenance and custody matters. He explained further that because the Accused as Ombudsman was Chairman of LAWCLA, the Centre treated such matters with high priority and on a pro-bona basis and so the question of payment never arose.

The Accused has tendered in evidence the Annual Report of LAWCLA 2003 (Exhibit N) in which the Office of the Ombudsman is listed amongst the "funders of LAWCLA." This Mr. Nicol Wilson explained was a printing error and should read "those LAWCLA cooperated with".

The accused asked for the statement of this witness to be tendered and it was tendered as Exhibit K. I have perused the said statement and find that there is no inconsistency between the statement and the evidence given in court, nor was that put to the witness. Mr. Nicol Wilson both in his statement and his evidence before the Court described the relationship he had with the Accused as a "professional relationship for many years" and not that of an employee/employer relationship.

Under cross examination by the Accused PW7 denied the suggestion that monthly payments were made to him through Mr. Gibril for the service rendered. He said "monthly payments were not made to me by any official working in the Office of the Ombudsman for services rendered to that Office." He also denied the suggestion by the Accused that whenever monies were paid to him he would decline to accept them but rather make them as donations to charities. He said he did not recall having such discussions with the official who has been referred to as Mr. Gibril and working as Accountant in the Office of the Ombudsman. He concluded by stating that the Accused has been very supportive of LAWCLA but that there has never been any financial transaction between the two institutions.

Next to take the stand was PW8 Mr. Christopher Peacock. He gave evidence and, like Mr. Nicol

Wilson, he denied ever being an employee of the Office of the Ombudsman. By way of background, the Prosecution tendered various newspaper articles and exchange of letters between the Accused and Mr. Peacock. These are

Exhibits P to X. The accused has sought to maintain that payment was made because he sent cases to Mr. Peacock. Mr. Peacock denied ever receiving cases from the Accused and went on to say that he was consulted and his services paid for by the clients. He gave a narrative of his reaction and what transpired after he became aware via a newspaper article that his name had been used as an employee of the Office of the Ombudsman. This culminated in the letter of disclaimer written by the accused. This letter was admitted in evidence as Exhibit P. The Accused in

his testimony explained that Mr. Peacock was annoyed because he had broken a promise he

made at the time of employing him that he will not reveal that he, Peacock, worked for the Office of the Ombudsman. The Prosecution submitted that even allowing for the possibility that this statement might be true, how practical was it if the accused sent "many cases" to Mr. Peacock in secret. Surely, those people who were referred to him would have known that Peacock was working for him. Secondly, it is not a crime to work, so why would Mr. Peacock ask for the agreement to be kept confidential. The Prosecution further submitted that the Accused would have included that in Exhibit P because without it, it gave the impression that there was some dishonest wrong doing on the part of the Accused. Counsel further submitted that the Accused would not have left himself open to a criminal charge to honour a confidentiality agreement he made with Mr. Peacock. Like PW7; PW8 also denied ever seeing Exhibits G1-62 or ever signing any of the vouchers. He did not recognize the signature appended against his name. PW8 was very emphatic in his denial and he had this to say:

- 1. I have never in my life received any form of emoluments from that office in the form of salary, wages, honorarium, consultancy fees, retainer ship fees or allowances or end of service benefits.
- 2. I have never signed any form of documents as a recipient of any form of moneys relating to that office.
- 3. I have never participated in any form of activities organized by the Office of the Ombudsman."

In his submissions to the Court the Accused has asked the Court to believe that Mr. Christopher Peacock was an employee of the Office of the Ombudsman. He said that this arose by an agreement between him and Peacock. He submitted further that as the Office of the Ombudsman generally operates on the principle of confidentiality and in order for Peacock's clients generally not to know, and also for tax avoidance reasons, it was agreed for it not to be in writing or formal. He said that this might be improper but it was not illegal or criminal.

It is pertinent to note that the Accused himself conducted the cross examination of PWS Alieu Badara Gibril, PW6 Marie Elaine Dumbuya, PW7 Melron Nicol Wilson and PW8 Christopher James Peacock. In my considered **view** nothing in the cross examination by the Accused could dent the witnesses' evidence. They all came across as credible and reliable witnesses and the Court accepts their evidence. In any event, it seems to me, and my view is buttressed by the questions put to these witnesses by the Accused, that the cross examination was reduced to getting the witnesses to confirm the good relationship they had enjoyed with the Accused and the fact that he had always been good to them and had helped them to further their careers.

The last witness for the Prosecution was PW9 Victoria Aminata Mansaray, a NASSIT Official who gave evidence on the 15th January 2009. She confirmed that the Office of the Ombudsman did not register its employees for NASSIT payment.

She produced and tendered Exhibit DD which she said was a letter written formally to the Office of the Onib d rnan after several oral requests to them to register their employees and to register their Institution. Under cross examination the Accused put it to the witness that they never

received Exhibit DD. She answered that they did and to this letter was attached the registration form for the employees.

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- The Court has no jurisdiction to try the case. The proper forum for this matter should be a Tribunal appointed by the President to investigate allegations of misconducts, to wit, acts of alleged corruption and misappropriation by him as the former Ombudsman.
- ¹¹⁰ As a matter of public policy, the Ombudsman, like a Judge, when performing his functions should not be sued or prosecuted in the Courts of Law.
- No consent or fiat has been proved in Court as part of the proceedings.

In the Prosecution's response, Counsel Glen na Thori)pson pointed out that the issues which form the basis of the submissions of the Defence are a repeat of the issues contained in the submission made by Counsel for the Accused at the beginning of this trial in their preliminary jurisdictional objection, the subject of which is the basis of an appeal before the Court of Appeal and an application for a stay of proceedings before the Supreme Court.

Counsel further

submitted that in no case submissions the guidelines laid down in the case of *R v. Galbraith* (73 C. App. R. 124, CA) should be used and since those guidelines have not been the subject of this no case submission, it should be taken that the Defence does not challenge the facts of this case as being capable to be put before the Judge to determine guilt or innocence.

Suffice it to say that after careful consideration of all the submissions made by the Accused as "Defence Reply to close of Prosecution's case" I delivered a Ruling on the 9th day of February 2009 in which I held that the Accused has a case to answer.

On the 11th day of February, 2009 the Accused was put to his election in accordance with the provisions of Section 194 of the Criminal Procedure Act, 1965. He was also informed of his right to call witnesses on his behalf, irrespective of whichever option he chose in presenting his case: The Accused elected to give evidence on oath and to call witnesses. On that day the Accused was represented by Counsel Leon Jenkins Johnston.

The Accused testified that he is a Barrister and Solicitor with 37 years post call experience having been called to the Bar at Gray's Inn on the 2nd day of July 1972. He gave a brief overview of the various positions he has held; namely, that he is a member of the Sierra Leone Bar Association of which he was President twice; a member of Commonwealth Lawyers Association; the first Sierra Leonean to be a member of the International Bar Association of which he was an executive member; also a

(f)em ber of the West African Bar Association; a Notary Public; a Commissioner of oaths; the Chairman of the Committee of Lawyers that drafted the Legal Practitioner's Act; that he was

also teaching at the Sierra Leone Law School and he also taught Media Law Ethics and Law of International Property at Fourah Bay College for four and a half years without salary but that he was asked to stay away until after this case ends. He stated that being a Notary Public entails notarizing documents and affidavits especially those used outside the country; that in the case of being a Commissioner of Oaths when he appends his signature and notarizes these documents it means everything has been properly and regularly done and that it is a mark of honour for anybody to perform that role in terms of trust and confidence.

The Accused further testified that he was appointed as Ombudsman in April 2000. Prior to that he said he had been informed by the then Government of Sierra Leone that they would like to promote him to the Bench or make him the first Ombudsman of Sierra Leone. He said he opted to be the first Ombudsman because he felt it was a challenging job. He identified Exhibit C

as his appointment letter and he stated that even though it was dated 21st December 2000 he actually started work on 1st April 2000. He referred to the 2nd paragraph of Exhibit C where there is reference to office accommodation and he said there was no office allocated to him and so he had to resort to using his own private office at No. 84 Dundas Street, Freetown. He said this was unlike the Human Rights Commission, the ACC and the IMC which were all provided with offices. He said he complained

about this on several occasions verbally and in writing but they should not have done so virtually. He produced and tendered a letter dated 10/5/2001 written by one Mr. Wellington who was Acting as Permanent Secretary at the time he was complaining about accommodation and office space. The said letter was admitted as Exhibit EE. The Accused also tendered as Exhibit FF a letter dated 1/10/02 which he had written to the then Minister of Housing. He said it was a notorious fact that his office was the **only** one that was not given the seriousness that it deserved.

Various other issues which the Accused brought up in his defence can be summarized as follows:

- That the Office of the Ombudsman was not provided with space by the Government of Sierra Leone;
- That the Office was not provided with staff by the government of Sierra Leone;
- That the office was inadequately funded by the government of Sierra Leone;
- That neither PWS nor PW6 ever complained or put any disclaimer on any financial matter;
- That he used to help both PWS and PW6;
- That the office was never questioned by Parliament or by the Accountant-General's Office;
- That there was no Permanent Secretary;
- That there was no Vote Controller;
- That PW6 left his employment in 2008

- That he was not sworn in as Ombudsman after the first term came to an end in 2004 and that since there was a violation of the Ombudsman's Act and the Parliamentary Procedure and Approval, all acts and things done by him after that period was unconstitutional, void and of no effect.

It is my view, however, that none of these issues raised address the fundamental question of whether the accused is guilty of the offences charged. Moreover, the Court has taken judicial notice that, notwithstanding the fact that he had not been sworn in, the Accused at all material times acted as Ombudsman (including signing cheques and letters from the Office). Under cross examination the accused accepted that he was Ombudsman for the entire period. He continued to perform the functions of Ombudsman, to refer to himself as such and to answer to the title. He cannot now, out of convenience, claim not to have been Ombudsman at the material time. I find that he was at all times the Ombudsman of the Republic of Sierra Leone and I so hold.

The Accused also tendered a number of documents namely:

- Exhibit K: The recorded interview given by Melron Nicol Wilson
- Exhibit L: Letter from Francis Gabbidon to Melron Nicol -Wilson
- Exhibit M: Eighteen Month Report - Lawyers Centre for Legal Assistance
- Exhibit N: Annual Report 2003-The Lawyers Centre for Legal Assistance.

- Exhibit O: Donation to Centre from Peter Harrison
- Exhibit Y: Peep Magazine dated Wednesday November 21, 2007
- Exhibit Z: Handwritten Profile of C.J. Peacock .
- Exhibit AA: Writ *of* Summons attached to letter from C.J. Peacock to Mr. Gabbidon
- Exhibit 8B1- 8B2: Letters from C. F. Peacock dated 24th January, 2002 to the Attorney General..
- Exhibit CC1-CC2: Letters from C.F. Peacock dated 27th August 2001 Re : Sale of Blue Mercedes Benz 230 to Mr. Lansana Rogers
Letter from the Ministry of Presidential Affairs to Francis Gabbidon dated 10/ 5/ 01
- Exhibit Ff: Letter from the Ombudsman to the Minister of Housing and Environment dated 1/ 10/ 02
- Exhibit GG: Letter from the Ag. Permanent Secretary to the Secretary to the President dated 11/ 2/ 02
- Exhibit HH: Letter to Mr. Francis Gabbidon
From Ms Marie Dumbuya dated 20/5/08
- Exhibit JJ: Letter from the Secretary to Ombudsman to the Financial Secretary .dated 4/ 6/ 01
- Exhibit .KK1 - KK2 : Ombudsman Annual Reports
Dated 1/1/02 and 1/ 1/ 03
- Exhibit LL :- Letter from Mathias Tumwesigye Director Education & Prevention of Corruption, Inspectorate of Government , Kampala, Uganda

I have perused all of them and wish to state that, for an intent and purposes, the majority of these documents were intended to show the constraints under which the Office of the Ombudsman worked. The Accused has put a lot of emphasis on Exhibit LL which is a letter dated 26 June, 2002 from a Consultant sent by the Commonwealth Secretariat to assess the office of the Ombudsman. In closing arguments, the Accused stated that the Report of Mathias Tumwesigye clearly stated that there were two Lawyers in the staff of the Office of the Ombudsman in Sierra Leone. He further submitted that the two Lawyers referred to are

Christopher Peacock and Melron Nicol Wilson and that they had to work elsewhere. In any event, none of this was put to either Mr. Nicol Wilson or Mr. Peacock. Counsel for the Prosecution has urged the Court to conclude that the contents therein of Exhibit LL could only have come from the Accused

himself and is further evidence of the elaborate and expansive web he weaved in order to deprive the State and now deceive the Court.

The Accused has denied all 168 counts against him and he said he did not misappropriate public funds because he had no reason to do so. He said he paid both Mr. Nicol Wilson and Mr. Peacock for work they did for the Office of the Ombudsman. He testified that the Office of the Ombudsman started off with about 5 - 6 staff and then increased to about 12. He said he spoke to Mr. Nicol Wilson and Mr. Peacock about the possibility of working together with them. He also said that he enjoyed a good and excellent

relationship with both Mr. Nicol Wilson and Mr. Peacock and that they did work and co-operate together. The Accused explained that he was the Chairman of LAWCLA and if there were complaints not within the mandate of the Office of the Ombudsman they sent them to LAWCLA. He said there was no money involved in some matters but they paid Mr. Nicol Wilson for other matters but Mr. Nicol Wilson never took any cent from them and that he always said the money was to be given to charities. The Accused further testified that he knows that Mr. Nicol Wilson never took the money, but it was Mr. Gibril, the Accountant, who handled the issue of the payment to charities such as the Amputees and the Blind. He said the staff was paid by cash and that there were no payments by cheques except for his own salary. He stated that when all the staff had been paid Mr. Gibril would prepare a return form for the next salary payment and he would enter everybody's name and then either Mr. Gibril or himself would take it for the

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staff to append their signatures to show they had been paid previous salaries. He said if this is not done then the next salaries would not be paid.

It is noteworthy that the accused has attempted to lay the blame at the door step of Mr. Gibril. The accused in his evidence stated that all the vouchers were prepared by Mr. Gibril and that Mr. Gibril set the salary and the reviews of each salary. I find this untrue and I so hold. For a start, the accused by his own admission stated in cross examination that Mr. Gibril worked under his direction and that he, the

acc used, was the lead of the office. This negates any notion put forward by the accused that offences complained of were the fault of Mr. Gibril. Indeed it makes nonsense of the claim by the accused that Mr. Gibril was responsible for setting the salary levels of Messrs Nicol Wilson and Peacock.

In the case of Mr. Peacock, the Accused said he knew Mr. Peacock for the first time in 1998 when he was his student at the Law School where he lectured him on the Law of Evidence. He stated that when he became Ombudsman he told Mr. Peacock there was provision for a Lawyer/ Legal / Adviser in the Office of the Ombudsman and he asked him

whether he would be interested. He said Mr. Peacock said "yes" but then told him there were difficulties because he would not like it to be made public and that the relationship should be confidential because he would not like his clients or tax people to be made aware of this. The Accused said Mr. Peacock did accept the work and that he received salaries monthly which started off with Le100,000 - Le250,000 and then increased to about Le350,000. He was shown Exhibits G1-62 and he identified them as payment vouchers. He said he had nothing to do with those vouchers; that he did not sign besides Mr. Peacock's name and that he was not the Vote Controller. Under cross examination the Accused was shown Exhibit G39 which bears the figure Le524,771 against Mr. Peacock's name and he was asked whether he stood by the amount of Le350,000 he had talked about earlier. He replied that he did not stand by that amount but he maintained that "Christopher Peacock and Melron Nicol-Wilson were 'bona fide' employees of the Office of the Ombudsman and they were regularly paid their salaries of Le500,000.00 and Le333,333.00 respectively". The

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accused accepts that the name of Mr. Nicol Wilson and Peacock were inserted as employees. He insists that they were employees and that he recruited them. It is inconceivable that either or both of these two gentlemen could have been employees of the office of the Ombudsman from 2001 to 2007, yet no one, except the accused himself, knew that they were employees. The prosecution has submitted that this assertion by the accused is completely untrue. I am inclined to believe so and my examination of the following pieces of evidence confirms this:

- a. The evidence of PWS, 6, 7 and 8
- b. The inconsistencies contained in the Interview (Exhibit A1-58)
- c. Status Report (Exhibit B1-12)

...
The accused called a Mr. Abdul Babatunde Gillen to give evidence on his behalf. Mr. Gillen's evidence is that he is a Civil Society activist and was part of the

Oversight Committee. The role of the Committee was to monitor various government

projects and the government budget at the time of allocation; when Ministries, Departments and Agencies would have to justify their budgets in order to receive their allocation. The Ombudsman would attend such meetings annually and would

and have to justify the activities that he had stated. He would be accompanied by Mr. Gibril, the Accountant. The importance of Mr. Gillen's evidence is that he stated that there was no investigation of what was told to them. He said they depended on the documents given to them and if they were dissatisfied they would ask for more documents.

They did not seek to look beyond that which was presented to them.

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Under cross examination he stated that they did spot checks during the year, but only to check that activities were being carried out as planned. In the case of the Ombudsman they visited his office to obtain more copies of his annual report and decided to check his book. He saw his staff list which contained a lot of names but could only recall Mr. Gibriel and Ms Dumbuya, and he only saw a total of 1 staff in the office. They did no investigation as to how the money allocated was being spent. To my mind, this evidence shows that the accused has been presenting his inflated staff list for government allocation year after year and had been using this as a cover to perpetuate the facade that he ran an office which included Mr. Nicol Wilson and Mr. Peacock. This inflated list was a means to being allocated more money than the office needed in order that he could misappropriate and spend at his whim.

to t **an** Accused to be convicted of an offence under section 12(1) of the Anti-Corruption Act 2000 as amended, the prosecution must prove beyond reasonable doubt that the funds were public funds, public revenue or property; that the Accused must have acted, wilfully, whether by himself or through another person and that by his actions he has deprived the Government of such funds, revenue or financial interest.

I shall now turn to examine all the elements of the offence which the Prosecution must prove.

Were the funds public funds? There is no doubt that they were. In the first place the Office of the Ombudsman is a public office as can be seen from section 2 (2) of the Ombudsman Act 1997 which states as follows: "The Office of the Ombudsman shall be a public office but shall not form part of the public service". Further that same Act in section 20 stipulates how the office is to be funded, which is by government funds. The administrative expenses of the Office of the Ombudsman including salaries, allowances, gratuities and pensions, if any, of the Ombudsman and his staff, shall be a charge on the Consolidation Fund." Also section 1 of the Anti Corruption Act 2000 as amended (the interpretation section) defines public funds as

"any monies paid from the funds appropriated by Parliament from the Consolidated Fund or any fund under subsection (2) of section 111 of the Constitution." The evidence given by P/N4 - Haroun Alrashid Sheriff - from the Accountant General's Department also makes it clear that the Office of the Ombudsman is and has always been fully funded by the Government of Sierra Leone. This has been proved by the State.

Therefore, it logically follows that money misappropriated is always a loss to the Government of Sierra Leone. The definition of "misappropriation" is to be read in accordance with the case of *R v. Gomez* (1993) 1 All ER 1.

This case involved the delivery by the owner of electrical goods to a third party; paid for by stolen cheques, to the knowledge of and authorisations of Gomez. It was held that "appropriation" in the circumstances of that case involves the assumption of the rights of the

owner by the Accused. It follows therefore that the wilful commission of any act which results in the owner losing funds belonging to it, amounts to misappropriation. The consent of the owner is irrelevant as was pointed out by the House of Lords in *Lawrence v. Metropolitan Police Commissioner* (1971) 2 All ER 1253.

Was the act complained of wilful? Generally, it has been held that the act which causes deprivation of funds must be wilful. In the leading case of *R.v. Sheppard (James Martin)* [1981] A.C. 394 HL, the majority held that a man "wilfully" fails to provide adequate medical attention for a child if he either (a) deliberately does so, knowing that there is some risk that the child's health may suffer unless he receives such attention; or (b) does so because he does not care whether the child may be in need of medical treatment or not. The majority equated "wilfully" with common law recklessness. Lord Keith who was in the majority had this to say:

"Wilfully is a word which ordinarily carries a pejorative sense. It is used here to describe the mental element which, in addition to the fact of neglect must be proved.... The primary meaning of 'wilful' is 'deliberate'."

In the 2002 Edition of Blackstone's Criminal Practice, the Learned Editors have at paragraph A-2.8 described 'wilful' as "a composite word to cover both intention and a type of recklessness".

It follows therefore that there must be proof that the act was deliberate. The State has submitted that there is ample proof that the acts complained of were not a mistake but systematic

acts deliberately" planned and executed to deprive the Government of Sierra Leone. I agree entirely with this submission and it appears to me that the evidence of PV13 James Kamara and the Exhibits he tendered fully illustrate the deliberate acts being alleged by the Prosecution.

a. Firstly there is the Vote Service Ledger (Exhibit E) : PWS, Alieu Badara Gibril was able to shed some light on this book. It contains the amounts given by the Accountant General's Department with the signature of the accused appearing on various pages. The accused himself in his cross examination admitted the signatures to be his.

b. Secondly, is Exhibit F which is the appointment letter purportedly given to Mr. Nicol Wilson. Mr. Nicol Wilson denied ever being given this letter. Also PW6 Ms Dumbuya had testified that she was never given a letter of appointment by the Office of the Ombudsman even though the Accused had given her letters of appointments, including hers, to type. The accused himself confirmed that both Mr. Nicol Wilson and Mr. Peacock were never given letters of appointment. This he stated in his interview (Exhibit A1 - 58) and in cross examination.

The Court can only conclude

therefore, that Exhibit F was drafted and kept by the accused to give a semblance of legitimacy should he ever be investigated.

Was the act done by himself or through others? From the totality of the evidence adduced I am satisfied that the Prosecution has proved beyond reasonable doubt that the act was done by the accused and through others, i.e. Alieu Gib_ri I and Marie Dumbuya,

- who were used as instruments to further the grand plan. In Exhibit AI-58 (the interview of the accused at question 42) the accused said "We utilized the services of Mr. Christopher Peaco_ck who was employed by me on behalf of the Office of the Ombudsman whereby he gave legal advice or second opinion if and yWhen- necessary." In answer to question 47," t h e accused stated that "Mr . Melron Nicol Wilson also helped with investigations
- especially in complaints and because I worked with him as Chairman of the Board of Directors of LAWCLA we help each other if and
- v1hen necessary....." Under cross examination of PWS, It was put to him that he, PWS, took salary every month to Messrs Peacock and Nicol W-il son and that Nicol Wilson donated it
- to charities. This PWS denied in its entirety. At
- the end- of each payment voucher is an official endorsement of the Office of the Ombu dsm a-n which was shown to- the accused In his i-nt erv iew at question 83. Here aga in the

accused confirmed that it was the official stamp and his signature and that it signified "that I am satisfied with the documents as presented to me by Mr. Gibril." Further the accused in cross examination accepted that he signed exhibits GI-62 and that it signified that he approved of the information contained therein.- That signature at the back of each salary payment voucher goes far beyond mere approval. Without it, the Accountant General's department would not release the next tranche of the money due to the department. The evidence of PWS also supports the prosecution's case that the accused acted by himself and through others. PWS stated that the names on exhibit GI-62 were supplied to him by the accused. That evidence went unchallenged. These pieces of evidence show that the accused acted by himself and by instructing others to do so. This requirement of the Act is therefore satisfied.

Interestingly, the Accused himself submitted in his closing arguments that MS Dumbuya and Mr. Gibril assisted him in the work at the office and they all worked voluntarily as a team without any dissents or disapproval; that they both were aware of what was going on in the Office; that Ms Dumbuya agreed to type their names on the Pay Sheet for nearly 8 years without any objection, waiver or disclaimer; that Mr. Gibril, the Accountant prepared the Pay Sheet with all the names, signed the document and other documents related to it and regularly took them to the Accountant-

General's office of the Ministry of Finance verifying that these documents were all in order, to receive or be paid their respective salaries by the Accountant-General. The Accused further submitted that they both had an obligation to report any wrong doing, if there was one, but that they failed or refused to do so and abetted him in the said wrong doing and that they should have been charged

jointly with him as conspirators. Is this an admission of guilt? I must say that I find it difficult to decipher what defence the accused has put forward. To my mind, the fact that neither PWS nor PW6 ever complained does not mean the accused is not guilty as charged nor does that absolve the accused of his responsibilities as Ombudsman of Sierra Leone. The fact they were less likely to complain because he was their Boss and he was given the due respect as Head of Office.

Though dishonesty is not specifically stated to be an element of the offence under Section 2(1), I am of the considered opinion that it would be inconceivable to convict the Accused of this offence in the absence of proof of dishonesty. The authority here is the decision of the English Court of Appeal (Criminal Division) in the case of R.v. Ghosh (1982) 2 ALL ER 689. It was held that the test was first whether according to the ordinary standard of reasonable and honest people what was done was dishonest. "If it was not dishonest by those standards then that is the end of the matter and the prosecution fails. If it was dishonest by those standards, then the tribunal must consider whether the defendant himself must have realized that what he was

doing was by those standards dishonest. In most cases where the actions are obviously dishonest by ordinary standards, there will be no doubt about it. It is dishonest to act in a way which he knows ordinary people consider to be dishonest, even if he asserts or genuinely believes that he is morally justified in acting as he did."

Judging from the facts of this case the accused acted in a dishonest manner. He knew that what he was doing was wrong and indeed in his cross examination of Messrs Peacock and Nicol Wilson he was more concerned for them to accept that they were all friends and he had at one point done them favours and that now

their evidence was a sign of ingratitude. He never once sought to challenge that the signatures on the paid up vouchers were those of the two witnesses as opposed to the forgery which the prosecution say it is.

On the issue of whether or not the Accused was a public officer the Prosecution submitted that it is not necessary under section 12 of the Anti Corruption Act 2000 as amended for the accused to have been a public officer at the time *Of* the commission of the offence. Be that as it may, the prosecution contends that the accused was a public officer at the time of the commission of the offence, a fact that he himself has admitted to in the submissions made at the start of the trial on the basis that as a public officer he enjoyed immunity from prosecution by virtue of Cap.172 of the Laws of Sierra Leone 1960. If we were to look at the interpretation Act 1971 section 4, public office has the meanings given to it by the

Constitution. Section 171 of the Constitution says that public office includes an *office* the emoluments attaching to which are paid directly from the Consolidated Fund or directly out of the moneys provided by Parliament. This is supported by section 20 of the Ombudsman Act aforesaid. Also evidence led in this trial by Haroun Sheriff (PW4) and the cross examination of Alieu Badara Gibril (PWS) prove that the entire budget of the office comes from the Consolidated Fund. Further a public officer is a holder of a public office, same as that contained in the Anti Corruption Act 2000: The Ombudsman is therefore a public officer as he holds a public office.

The State has submitted that the accused has told a number of untruths in this case and these should not be reduced to merely an adverse reflection of his credibility, but that these should be seen as evidence of his guilt.

the Court ought to **be** reminded that

Although

people may lie to bolster up a just cause, out of shame, or out of a wish to conceal disgraceful behaviour, as per the directions in the case of R v. Lucas (1981) QB 720, 73 Cr. App. R. 159 CA these lies were deliberate and were not told for an innocent reason, but rather to evade justice. The accused continually lied in the face of overwhelming evidence to the contrary that Messrs Peacock and Nicol Wilson were members of his staff. **He** had forged documents to bolster that falsehood and sought to bully witnesses into accepting his falsehoods by reminding them of all the good turns he had once done for them and the friendship they had once enjoyed. Also his explanations for their inclusion in his staff

list were very fluid and shifted from employment, engagement and in his words "quasi-employee". No questions were put in cross examination to any prosecution witness to suggest that the signatures were those of Messrs Nicol Wilson and Peacock. Further there has been no evidence put before this Court to support the assertion by the accused that they were employees who were paid the monies stated in the paid-up vouchers. Judging from the totality of the evidence adduced before this Court I am of the considered view that the signatures are forgeries for which the accused is responsible

and that they were devised to give an appearance of legality and proper record keeping for an illegal act. Indeed in exhibit A1-58, in answer to question 83, wherein the paid up vouchers were put to him, the accused stated that the names of all those listed on the said payment vouchers were employees employed by the office of the Ombudsman at the time. He further stated that "the monies against the names were the salaries and/ allowances they were entitled to receive during the period listed in the payment voucher. All amount listed against their names were paid to them".

The entire account given by the accused is untrue. It is beyond belief that the accused would be so altruistic that he would put himself through the humiliation and expense of a serious criminal trial because he wanted to honour some agreement with a lawyer much junior to him and to whom he owes nothing. For a start the agreement was not illegal, so why was so much secrecy needed to

the point of subjecting oneself to the ordeal of a criminal trial with its attendant risks.

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Similarly, the idea of donating one's wages to charities such as Amputees and the Blind should not have posed any problems if indeed

that was what transpired. Instead what the Accused wants this Court to believe is that Mr. Nicol Wilson donated his wages to worthy Causes but has now decided to deny his. Mr. Nicol Wilson of course in evidence stated that he never received salaries nor did he donate them to any charities and further does not know Mr. Gibril who it was said delivered his salary monthly. Mr. Gibril himself denied ever taking money to deliver neither to Mr. Nicol Wilson nor of delivering money to any charity. It is worth noting that the accused had said that he would send Mr. Gibril to Mr. Nicol Wilson each month whilst he stated in the **witness box** that Mr. Gibril took it there himself. This line of defence simply does not make sense. The ¹ accused himself could not produce any record to show that the monies were paid to charities and/or to whom. He could not even get the list of the charities straight. His account was vague, lacking in detail and devoid of all credibility. The accused would like the court to accept that all the witnesses of fact have all decided to come to court to lie. It is as if there is a grand conspiracy by all the witnesses to come to

court and commit perjury. It is the submission of the State that none of these people had any reason to lie. They all admitted having had a good relationship with him and in some cases to have benefited from his generosity. This was something which the accused himself

managed to get out of every single witness of fact. It is therefore **simply** not true that they would come to court to lie. They had no reason to.

What I find overwhelming in this case is the fact that the Office of the Ombudsman had given **the** Accused a chance to serve the society but he squandered it by allowing himself to be swayed **by** greed. If protector becomes perpetrator, then who will save the system?

The Prosecution has admitted no evidence in support of the allegations contained in counts 165-168. I have therefore discontinued these four counts and **retained** only with counts 1-164. From the totality of all the evidence adduced before the Court, I am satisfied that the case against Francis A. Gabbidon has been proved beyond reasonable doubt. In the result, I hold that the Prosecution has proved its case against Francis A. Gabbidon beyond all reasonable doubt in respect of the 164 counts as charged in the Indictment. I therefore find the Accused guilty on each count from count 1 to count 164 and I convict him accordingly.

Justice Sey
9/6/09