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TRIBUNAL OF INQUIRY INTO THE ASSETS OF LOCAL GOVERNMENT STAFF AND OTHER PUBLIC OFFICERS.

FILE NO

FILE TITLE

TRIBUNAL OF INQUIRY INTO ~~THE~~ THE ASSETS OF LOCAL GOVERNMENT STAFF AND OTHER PUBLIC OFFICERS.

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CAC 27·1·1

FILE NO

TRIBUNAL OF INQUIRY INTO THE ASSETS OF LOCAL GOVERNMENT STAFF AND OTHER PUBLIC OFFICERS:

OFFICER: MR.SIMEON ISHOLA AMOLE

REPORT:

The Public Officer, Mr. Simeon Ishola Amole was appointed a clerical officer by the then Ibadan Native Authority in 1946 on a salary of £48 per annum. In October, 1960, he became the Treasurer to the Ibadan City Council on a salary of £1,368 per annum and is now the Senior Treasurer on a salary of £1,584 per annum.

CASE FOR THE STATE:

The State led evidence to show that the total net salaries and allowances paid to the Public Officer during the period between 1st October, 1960 and 31st March, 1969 was £14,556:5:8d out of which only a sum of £10,238:0:4d was traced into his bank account.

Evidence was also led to show that Mr. S.I. Amole paid a total sum of £24,021:16:10d into his bank accounts during the period under consideration. Furthermore, evidence was led to show that the estimated cost of landed property belonging to the Public Officer amounted to £5,150.

Mr. Amole was therefore being called upon to explain the following:-

(a)	Excess bank lodgement	=	£13,783:16:6d
(b)	Cost of building	=	5,000: =:=d
(c)	Land purchased	=	150: =:=d
	TOTAL		£18,933:16:6d

CASE FOR THE DEFENCE:

In his own defence, the Public Officer gave evidence and also called fourteen witnesses to testify on his behalf. He also submitted a written explanation in respect of the various bank lodgements alleged to be suspicious.

At the onset, Counsel for the Public Officer challenged the correctness of the summation of the bank lodgements deemed suspicious and contained in Exhibit 12. He pointed out that the total of the bank lodgement should be £12,860:16:6d and not £13,783:16:6d as alleged by the Counsel to the Inquiry. This he said, would bring down to £18,010:16:6d the amount of excess assets to be explained by the Public Officer.

In his evidence, the Public Officer traced the sources of his various bank lodgements as follows:-

(a) Money deposited by friends and relatives and disbursed on their behalf for building or domestic purposes. Such monies amounted to £9,084:2:11d

(b) Loan amounting to £1,000 from a friend.

(c) Esusu contribution amounting to £718:10:4d.

(d) Savings from salaries and allowances amounting to £362.

(e) Income from honorarium amounting to £380.

(f) Income from rent amounting to £793:15:11d.

(g) Income from miscellaneous sources amounting to £422:7:8d.

He also called witnesses to support his explanations.

The Public Officer also stated in evidence that money deposited by friends and relatives for specific purposes consisted of the following:-

(a) £4,985:1:5d which was lodgement in respect of Mr. Morohundiya's building, the supervision of which the Public Officer was responsible for.
Mr. Morohundiya was called as a witness and he tendered as Exhibit 15 the agreement he made with the contractor responsible for constructing his building and in this agreement it was specifically mentioned that the Public Officer was to supervise the construction. Mr. Morohundiya also tendered as Exhibit 14, a file kept by him and which shows the record of monetary transactions between him and the Public Officer during the construction of his house.

Furthermore, Mr. Morohundiya tendered as Exhibits 16 and 17 stumps of bank cheques he issued to the Public Officer. He also testified to the fact that at times he gave the Public Officer cash to be spent on his building.

(b) £415:=:6d which was lodgement of money received either in cash or in cheque from Dr. T.B. Adesina in connection with the making of sandcrete blocks for his proposed building as well as for other works connected with the building. Dr. Adesina himself was called as a witness and he confirmed that he gave some money in cash and in cheque to the Public Officer who was helping him with the construction of his house. He tendered as Exhibits 19, 20, and 21 photostat copies and stumps of cheques issued by him to the Public Officer.

(c) £2,374:1:10d being lodgement of money received from Mr. M.A. Amole, a brother of the Public Officer to be spent on the construction of his (Mr. M.A. Amole) building at Stadium Road, Ibadan. This amount also includes a sum of £72:11:10d being assistance to the Public Officer by his junior brother in respect of the school fees of his children. Mr. M.A. Amole tendered Exhibits 25, 26, 27, 28, 29 and 30 to show sources from where he transferred monies for various purposes to the Public Officer.

(d) £785 being a joint account held with Mr. E.A. Orokunle. The Public Officer in his evidence explained the circumstances surrounding this deposit which was to prevent Mr. Orokunle who had just won money on the pools from wasting his winnings. Mr. Orokunle was called as a witness and he stated that he had twice won on pools-betting, substantial amounts of money. Unfortunately, the money he won on the first occasion was spent rather foolishly. Consequently, he made up his mind to spend his second winnings on something concrete. Hence he approached the Public Officer to help use the money for putting up a building. It was then that the Public Officer advised him to open a joint account with him with the money and to pay regularly into it his monthly savings. Mr. Orokunle tendered as Exhibit 31 the teller with which he personally paid £750 into the joint account. He also tendered as Exhibit 32 a letter with which he was informed of his wimmings on the pools-betting. Mr. Orokunle further testified to the fact that the Public Officer did not pay any money into the joint account, neither did he derive any monetary benefit from it.

(e) £524:19:2d which was lodgement of money received directly from or on behalf of Captain E.A. Amole of the Nigerian Army who is a half-brother to the Public Officer. The Public Officer testified in his evidence that he received on behalf of Captain Amole five months salary when the latter was away on U.K. leave. He also called Mr. Akinlawon, Secretary to Adeoyo Hospital as witness to testify to this fact. The Public Officer also tendered as Exhibit 39 a file containing records of transfer of money to the Public Officer by Captain Amole. Captain Amole himself was not called as a witness because he was not readily available.

In respect of the loan of a sum of £1,000 feceived from a friend the Public Officer called as witness Mr. S.O. Morohundiya who in his evidence confirmed that he gave a loan of £1,000 to the Public Officer in appreciation of the services rendered to him in connection with the supervision of his building by the Public Officer. Mr. Morohundiya also tendered as Exhibit 18 bank tellers with which the Public Officer refunded the loan.

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In respect of the sum of £718:10s derived from Esusu contribution the Public Officer called as a witness Mr. Ayoade Oyetunji who said that he had been the collector for the "esusu" group since its inception about fourteen years ago. He confirmed that the Public Officer was and still is a regular contributor to the "Esusu". He was however not able to produce records of contributions and collections. However, he did produce a record showing collections in 1969 and 1970. According to Mr. Oyetunji, the Public Officer contributes £10 per month which did entitle him to the collection of £100 in a year.

In respect of the sum of £362, being savings from salaries and allowances; the Public Officer gave evidence to the fact that he received two salary advances - £114 in 1960 during the celebration of the country's Independence and £60 during the celebration of the Republic Day. He also paid into his account his mileage claim of £5:10:8d for September, 1960, as well as his leave bonus of £17:10/- for 1966. The remaining amount he explained were made up of odd savings he was able to effect from his salary.

In respect of the sum of £380 said to have been derived from honoraria, the Public Officer tendered as Exhibit 42, a letter from the Secretariat of the Nigerian Union of Local Authority Staff in which it was stated that the total honoraria paid to the Public Officer during the period under consideration as honorary treasurer of the Union amounted to £640.

On the question of the sum of £793:15:11d said to have been derived from rents on his only building property, the Public Officer tendered as Exhibits 36^{A-D} available stumps of receipts issued for rent collected.

On the question of the sum of £422:7:8d classified as "miscellaneous deposits", the Public Officer explained that these were monies belonging to other persons or bodies but which were paid through him. He called witnesses to testify to most of these deposits although there was a total sum of £94:14:5d for which the Public Officer could not give an explanation as to how he came by them.

EVALUATION OF EVIDENCE:

In our opinion, all the witnesses except one called by the Public Officer to testify in his defence were witnesses of truth. The only exception was Mr. Oyetunji. It is hard to understand why he, an illiterate was made the collector for the esusu group when all the others were educated. Anyhow this was not sufficient to discredit the income from esusu contributions claimed by the Public Officer since other witnesses confirmed that the Public Officer did contribute to an "esusu" savings scheme.

Furthermore, almost all the witnesses backed up their testimonies with concrete and genuine exhibits.

Also the way the Public Officer gave his evidence and answered questions showed beyond doubt that he is a man of no mean integrity.

FINDINGS AND CONCLUSIONS:

It is our findings that a substantial part of the alleged suspicious lodgements made in the various banks by the Public Officer were monies owned by friends and relatives on behalf of whom the Public Officer was carrying out certain assignments from which he derived no monetary benefit. It is also our opinion that the Public Officer is a public-spirited man who is always willing to help others to help themselves.

It is therefore our findings that the Puvlic Officer, Mr. Simeon Ishola Amole has not corruptly or illegitimately enriched himself by virtue of his office.

DATED this...1st......day of.....June.........., 1970.

..........[signature]..........CHAIRMAN

..........[signature]..........MEMBER

..........[signature]..........MEMBER

TRIBUNAL OF INQUIRY INTO THE ASSETS OF LOCAL GOVERNMENT STAFF AND OTHER PUBLIC OFFICERS:

OFFICER: MR. EBENEZER OYEWOLE MADANDOLA

REPORT:

CASE FOR THE STATE:

(a) The period of investigation was 1st October, 1960 to 31st March, 1969.

(b) Mr. Madandola was the Registrar of Egba Grade A Customary Court and later Senior Registrar of Grade A Customary Court Ibadan except 1963 - 1967 when he was in the United Kingdom studying Law.

(c) The net salary and allowances paid to him during the relevant period amounted to £2,122: 18/- out of which nothing could be traced into his bank account. His bank lodgements during the period totalled £1,649: 9s: 3d. Exhibits 4 and 7 respectively.

(d) He should justify before the Tribunal his explanation that the savings were from his salary. He saved £30 a month even when he earned less than that.

THE PUBLIC OFFICER'S EXPLANATIONS

Mr. Madandola explained as follows:

(a) That the only source of income as a public officer from 1/10/60 - 31/3/63 and 1/8/67 - 31/3/69 was salary and allowances;

(b) That his salary and allowances during the periods amounted to £2,383: 12s: 6d.

(c) (i) That his bank lodgements of £1,649: 9s: 3d in Exhibit 7 was made up of:

Salary savings	£1,217: -: -:
Transfer from London in September 1966	371: 9: 3:
From Law School	61: -: -:
	£1,649: 9: 3d

(ii) The amount of £371: 9s: 3d paid into the bank account in 1966 was transferred from Barclays Bank London on completion of studies, being balance of the sum of £1,046 transferred from the account to London in 1963 before commencing studies.

(iii) The amount of £61 paid on 10/10/67 was part of £70 sent from London to the Nigerian School of Law but later withdrawn. Exhibits 8A and B.

(d) That his wife, a trained teacher was maintaining their children while he paid most of his salary into savings towards his own education as a lawyer.

(e) That his salary in October, 1960 was £39: 15s: -d gross per month and has not, since then earned less. He paid £4: 10/- rent monthly, did not smoke or drink alchohol nor lived in luxury.

EVALUATION OF EVIDENCE

(a) The Public Officer earned salary and allowances amounting to £2,122: 18/- and put £1,217: -s: -d. in his bank account. He spent the balance by himself, and nothing on his family. It sounds curious and unusual that he spent nothing on his family since his marriage in 1959. However, this was corroborated by his wife in evidence.

He had a dependant houseboy; bought books or took tuition as a private law student and bought clothes for use both in Nigeria and the United Kingdom. It is hard to believe therefore that he could live on less than £10 per month including £4: 10/- rent, however poorly he lived.

(b) The statements in paragraph 3(c)(ii) and (iii) and supported by exhibits 8A and B are straightforward and accepted as true.

CONCLUSIONS AND FINDINGS

There is no doubt that the public officer received some money from unofficial sources in view of paragraph 4(a) above to augment his maintenance money. The amounts cannot be determined but it is not substantial.

On the whole, we are of the opinion that he did not improperly enriched himself while a public officer.

DATED this ...1st........ day of ...June....., 1970.

.... CHAIRMAN

.... MEMBER

.... MEMBER

TRIBUNAL OF INQUIRY INTO THE ASSETS OF LOCAL GOVERNMENT STAFF AND OTHER PUBLIC OFFICERS:

OFFICER: MR. AMOS ADEGOKE ADEGBITE

REPORT:

CASE FOR THE STATE:

(a) The period of investigation was 1st October, 1960 to 31st March, 1969.

(b) Mr. Adegbite's total salaries and allowances for the period amounted to £3,894: 5s: 7d. and the bank lodgements amounted to £1,369: 2s: Ød. Exhibit 7. The salaries and allowances were paid direct to him and not through the bank.

(c) He has a single storey mud building at Oyo, built in 1963 and value at £1,040: 6s: Ød. Exhibit 9.

(d) Mr. Adegbite was called upon to explain:

(i)	Excess Bank lodgement	£1,369: 2s. Ød.
(ii)	Landed property	£1,040: 6s: Ød.
		£2,409: 8s: Ød.

PUBLIC OFFICER'S EXPLANATIONS:

(a) The sources of monies paid into the bank accounts were:

(i)	Salaries and allowances; Exhibits 2 and 6	£3,894: 5s: -d
(ii)	Proceeds from sale of Cocoa, Kolanuts, Oranges Exhibit 13	£ 687: 9s: -d
(iii)	Rent in 1965 of house at Oyo (P. 15 of Exhibit 12)	112:10s: -d
		£4,694: 4s. Ød

He inheri~~t~~ted a 6-acre family farm at Apempe which he developed at a cost of £500 over the period. Earnings from

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sale of farm produce ranged from £250 - £300 per year until 1962 when fire destroyed part of the farm and substantially reduced the earnings therefrom. Mr. Tijani Ayandiran is the caretaker on the farm, employing labourers and selling the produce to Co-operative Produce Marketing Union Limited.

(b) The building at Aketan, Oyo is a storey house built in 1963 by direct labour and with cheap materials. The cost was £800 as detailed in Exhibit 12. Materials were purchased in bits over a number of years with salary and money from sale of produce.

EVALUATION OF EVIDENCE:

Statements in Exhibit 6 by the Treasurers of Oyo Southern District Council, Ife Divisional Council and Ibadan City Council confirm the officer's statement in evidence that he was employed and paid £3,894: 5s salaries and allowances by those bodies during the relevant period.

The Bale of Apempe, Chief Babatunde Akanni gave evidence that he is brother to Mr. Adegbite and that he gave the later the 6-acre farm at Apempe. Tijani Ayandiran's evidence corroborates those of Chief Akanni on ownership of the farm and of Mr. Adegbite's on earnings from the farm. Furthermore, Exhibit 13 is the schedule of cocoa sales from 18/12/60 - 25/1/69, amounting to £687: 9s: 10d. prepared by the Acting Manager of Oyo Co-operative Produce Marketing Union Limited. These evidences are straight forward and convincing.

Since there is no evidence to the contrary, the statement by Mr. Adegbite that he bought materials for his house over a period of years with cocoa money could be true. It was .../3 possible for him in the circumstance to build a mud house in 1963. His salary then was £396 per annum.

CONCLUSIONS AND FINDINGS:

The bank lodgements totalling £1,369: 2/- and house valued £1,040: 6/- (i.e. total of £2,409: 8/-) were part of the total earning of £4,694: 4/- shown in paragraph 3(a) above. Mr. Adegbite spends his money on his family. He has a wife and five children.

We are of the opinion that the public officer has not improperly enriched himself by virtue of his appointment during the period under investigation.

DATED this ...1st..... day of ..June... 1970

.... CHAIRMAN

.... MEMBER

.... MEMBER

TRIBUNAL OF INQUIRY INTO THE ASSETS OF LOCAL GOVERNMENT STAFF AND OTHER PUBLIC OFFICERS:

OFFICER: MR. MOSES OLAYIWOLA AKANDE

REPORT:

The Public Officer, Mr. Moses Olayiwola Akande was employed as a Sanitary Overseer-in-training on the 1st of July, 1943 on an annual salary of £18; by the then Ibadan Native Authority and rose to become an Assistant Health Superintendent on a salary of £596 per annum with the Ibadan City Council at the time of this Inquiry.

CASE FOR THE STATE:

The State led evidence to show that the total net income paid to the officer during the period between 1st October, 1960 and 31st March, 1969 amounted to £4,235 out of which nothing could be traced into his bank account.

Evidence was also led to show that Mr. Moses Olayiwola Akande made a total lodgement of £4,277:10:7d into his four bank accounts during the period under consideration.

Evidence was also led to show that the estimated cost of landed property belonging to the Public Officer and which was partially developed, amounted to £2,240.

Mr. Akande was therefore being called upon to explain his excess assets estimated at £6,517:10:7d.

CASE FOR THE DEFENCE:

Mr. Akande in his own defence explained that his salaries and allowances were normally paid to him in cash or by open cheque by his employers and it was he who then paid the money wholly or partially (after deducting money for family maintenance) into his various bank accounts.

He further gave evidence to the fact that apart from the income he received as his salary, he had and still has another source of income by way of rent on his house at Lodge Street, Oke-Ado, Ibadan,

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which was built in 1953. He gave the average income from the house at about £250 every year. In support of this, he tendered the available stumps of receipts issued to tenants in respect of 1962, 1963, 1968 and 1969; and called as witnesses two long-standing tenants, Mr. J.O. Lawanson, an executive of the Daily Sketch newspaper in Ibadan and Mr. J.O. Babatunde, a pensioner, both of whom had lived in the house within the period covered by the probe. These witnesses gave the names of some other tenants and stated that the house was always fully tenanted.

The Public Officer also gave evidence that he borrowed a sum of £350 from his Uncle, one late Mr. Abass Ayinde and another £300, out of which a sum of £290 was deposited in the bank, from one Alhaji Bakare Adenle. He also spoke of a gift of £75 from his cousin, Mr. Justice Fakayode sometimes in 1961 when he was a practising barrister. These funds he explained were given to help him in the construction of his uncompleted building under reference. He called two witnesses to testify to these loan transactions one of whom produced a testamentary disposition of the late Abass Ayinde executed in 1963 wherein the loan of £350 to the Public Officer was mentioned.

EVALUATION OF EVIDENCE:

The evidence adduced by the State was straightforward but it is our view that the estimated cost of the uncompleted building is a bit high and an amount of £2,000 is regarded as being nearer the mark.

Evidence given by Mr. Akande in defence of his assets was clear and unambiguous. His demeanor in the witness chair and the way he answered questions readily and clearly showed that he had nothing to hide. The same can be said of his other four witnesses who we have no doubt were all witnesses of truth.

FINDINGS AND CONCLUSIONS:

According to the evidence led by the State, Mr. Akande was called upon to explain assets and lodgements estimated to £6,517:10:7d. If we take into consideration the revised estimated cost of £2,000 for the house under construction, this amount will be reduced to £6,277:10:7d. The Public Officer in his own defence led evidence to show that he legitimately came by a total sum of £7,375 made up of £2,350 rent from his completed house (average of £250 per annum for nine years), £4,235 from his salaries and allowances and £790 from loans and gifts.

It is therefore our conclusion that Mr. Moses Olayiwola Akande has not been found guilty of improperly enriching himself or anyone else during his tenure of office as a Public Officer.

DATED this 1st day of June, 1970.

[signature] CHAIRMAN

[signature] MEMBER

[signature] MEMBER

TRIBUNAL OF INQUIRY INTO THE ASSETS OF LOCAL GOVERNMENT STAFF AND OTHER PUBLIC OFFICERS:

OFFICER: MR. JIMOH OYEDELE IBRAHIM

REPORT:

The Public Officer, Mr. Jimoh Oyedele Ibrahim was a Forest Guard with the Aiyedade District Council on a salary of £145 per annum in 1960. He retired in 1965 on a salary of £216 per annum.

CASE FOR THE STATE:

The State led evidence to show that the gross salary and allowances paid to the Public Officer during the period under consideration amounted to £954:18:6d out of which nothing could be traced into his Bank Account.

Evidence was also led to show that Mr. Ibrahim operated a Bank Account on the 1st of October, 1960. This account was a current one with the Standard Bank, Bank Road, Ibadan where he deposited a sum of £230 on the 5th of October, 1960. Between that date and the 21st of March, 1965, evidence was led to show that the Public Officer paid a total sum of £36,165:8:5d into that account.

The State further led evidence to show that the estimated costs of landed property and houses acquired by the Public Officer between 1960 and 1965 was £10,360:=:= while the estimated cost of the motor vehicles owned by him was put at £2,400.

Mr. Ibrahim was therefore called upon to explain the following:-

(a)	Excess Bank Lodgement	£36,165:8:5d
(b)	Cost of buildings	10,130:=:=
(c)	Land	230:=:=
(d)	Motor vehicles	2,400:=:=
	TOTAL	£48,915:8:5d

However, when the defence opened its case, it was disclosed that the Public Officer has substantial investments in landed properties before 1960 in the form of two-3 storey residential houses at SW8/661 A & B Oke-Ado in Ibadan. These houses were valued at £10,250 and the Public Officer was therefore asked to explain how he acquired this amount between 1954 and 1959.

See Proceedings of Day 28 and Day 31 Pp. 23 - 25 for case for the State.

CASE FOR THE DEFENCE:

In his own defence, the Public Officer gave evidence and also called six witnesses to testify on his behalf. He also submitted as Exhibit 15 a written explanation in respect of the various bank lodgements alleged to be suspicious.

In his evidence, the Public Officer explained the various sources of his income and bank lodgements as follows:-

(a) Money realised from his transport business. This amounted to £7,939:14:0d during the period between 1960 to 1965.

(b) Money collected as rent from his buildings. This amounted to £6,517:10:0d between 1960 and 1965.

(c) Loans and advances received for business purposes. These total £2,417.

(d) Money realised from sale of cocoa amounting to £2,087 between 1960 and 1965.

(e) Interests on fixed bank deposits. These total £55:3:10d.

(f) Money realised from other trading and business enterprises. This amounted to £7,871:12:1d.

(g) Transfers from fixed bank deposit to current bank account. These total £3,709:9:0d.

(h) Miscellaneous income totalling £2,396.

While giving details of the sources of his income the Public Officer explained that he bought two lorries in 1959 and with them he ran a transport business. See pages 3 and 4 of proceedings of Day 31.

In 1960 he also bought a reconditioned tipper and hired it out to customers. These vehicles according to Exhibit 2 cost him £2,400. The Public Officer then called Mr. Akinbola as a witness who stated that he arranged for Mr. Ibrahim the purchase of the first two vehicles from the then 'U.A.C.' motors. He also said he was running the transport business on behalf of Mr. Ibrahim. See proceedings of Day 30 page 1.

Giving details of his income from his buildings, the Public Officer stated that he built his first house in 1958, the second in 1959, These are at No. SW8/661 A & B Oke-Ado respectively. According to Exhibit 2 he built two other houses at SW8/666 A and B Oke-Ado, one in 1961 and the other in 1963. These four houses according to the Public Officer brought in a large income between 1960 and 1965 out of which he deposited £6,517:10/- into his bank account.

Giving details of loans and advances received from business partners and some of his wives, the Public Officer explained that he got a total loan of £1,950 from Mr. Aluko for the purpose of trading in beans. He also stated that he got a payment of £890 from one Mr. Adigun Elere for beans bought on credit. He got a total sum of £577 loan from two of his wives for business purposes. To support these his claims, Mr. Ibrahim called only Mr. Aluko and Madam Aolatu Ibrahim as witnesses.

Giving details of his earnings, from his cocoa farm, the Public Officer explained that he inherited a large cocoa farm from his mother. According to him, he engaged one Mr. Olorundungbekele to look after the farm and to sell the crops. He called Mr. Olorundungbekele as a witness to confirm his statement.

Giving details of his earnings from his trading enterprises the Public Officer explained that he engaged in trading in rams and beans. According to him, on many occasions he advanced varying amounts of money to friends to go to the Northern part of the country to purchase beans and rams for sale in Ibadan and Ikire. He also engaged in the buying of produce for the Western Nigeria Marketing Board. He called as witnesses Mr. Kilani Akinremi and Alhaji Raji Bangoni who at various times took money from him to help buy beans and rams respectively from the northern part of the country. He also called Mr. Olorundungbekele to testify to that fact that he also engaged in trading in rams on his behalf.

Explaining the transfers from his fixed bank deposits to his current bank account, the Public Officer explained that the amounts concerned were initially transferred from his current account to fixed deposits.

On the question of his miscellaneous deposits, the Public Officer explained that he could not remember the source of a total of £2,336 while the sum of £60 was from money he had with him in the house.

EVALUATION OF EVIDENCES

While giving evidence particularly during cross-examination, Mr. Ibrahim proved to be an enigmatic witness. There is no doubt that despite his limited education, he can be quite clever. His direct evidence had no doubt been properly rehearsed and there were occasions during cross-examination when he was quite impressive in the way he answered questions. But on too many occasions, he was not sure of himself and many times after answering a question, he would quickly glance at his Counsel as if seeking assurance that he had answered right. His Counsel too did not help matters by cutting in for more than necessary when Mr. Ibrahim appears in the slightest difficulty.

This whole case seem to hinge on the fact that by 1958 Mr. Ibrahim had made enough money to build two houses valued at £10,250 albeit with an advance rent of £850 from the Police. This means he was able to find £9,400 on his own and in addition purchase two lorries within a year to the value of £2,000. This means that by 1959 Mr. Ibrahim had bought assets worth £11,400. Most of his earnings after this date were from these two investments. The question is, how did he get this money?

According to the evidence by Mr. Olorundungbekele, earnings from Mr. Ibrahim's cocoa farm which was put at £600 per annum during the period 1948 - 1952 was being paid to Ibrahim's Uncle. There is no evidence to show that this money was ever paid to the Public Officer. Mr. Olorundungbekele also said that earnings from cocoa sales since 1952 were being paid to Mr. Ibrahim directly. Mr. Ibrahim confirmed this and said the money was put in the Trust Bank at Ikire. But by 1954, according to his own evidence Mr. Ibrahim was desperately looking for a job ostensibly as he said to learn how to manage business since he was too young to start on his own. Page 9 of the proceedings of Day 31 is very relevant. We find ourselves unable to believe this. It is our view that Mr. Ibrahim was desperately looking for a job in 1954 because he was down and out after his life savings had gone down the drain with the liquidation of the Trust Bank.

On the question of earnings from his cocoa farm, both Messrs Olorundungbekele and Ibrahim estimated these to be about £600 per annum in 1954. If this were so, there was no need for Mr. Ibrahim to be looking for any job by then. He could then have remained under the wings of his Uncle an experienced produce buyer and learnt the tricks of the trade. The fact that he did not is in our opinion that the cocoa farm was not bringing in as much as that. We do not doubt the fact that he has a cocoa farm but it is our view that the earnings from it are grossly exaggerated. The fact that no receipts of cocoa sales were tendered at all goes to confirm this our view . It is also relevant to look at Exhibit 2 where the average annual earnings from farm produce come to £352.

In Exhibit 23, the Public Officer quoted substantial profits from his trade in rams between 1954 and 1958. In fact according to the Public Officer, this trade was bringing in almost 100 per cent profit. Alhaji Bangoni and Mr. Olorundungbekele also confirmed this in their evidences. But as explained earlier, we are of the opinion that by 1954 Mr. Ibrahim having lost his savings in the liquidation of the Trust Bank was desperately looking for any job and actually took the job of a forest guard at a salary of about £60 per annum. If by this time as he said he had £500 and he had a cousin who knows the tricks of the ram trade which brings in 100 per cent profit, he would not have taken the job of a forest guard. It is therefore our opinion that Mr. Ibrahim did not engage in any ram trade until probably 1958 when he seemed to have hit a jackpot. We therefore consider Alhaji Bangoni an untruthful witness.

Another source of income claimed by the Public Officer was profit from the sale of beans through Mr. Akinremi in 1958. This year 1958 seems to have been the year of destiny for Mr. Ibrahim. This story is no more credible than the other stories. Mr. Akinremi in his evidence (See page 26 of proceedings of Day 29) said that gross profit on a bag of beans bought for 45/- was about 20/-. After transport and handling charges the net profit would be about 15/- for every 45/- invested i.e. $33\frac{1}{3}$ per cent. This is definitely not in agreement with the statement on Exhibit 23 that a profit of £1,200 was made on a capital outlay of £1,500.

Another source of income claimed by the Public Officer prior to 1960 was rent on his mother's house. According to Exhibit 15 page 1 line 2, this was paid annually. It is surprising that in a place like Ikire such astute traders as portrayed in the evidence before us would pay their rent annually and in advance. Nevertheless, since there was no evidence to the contrary, we can only express reservation on the credibility of the story.

In December, 1960 the Public Officer claimed to have received a loan of £850 from Mr. Aluko to buy beans from the North. This was confirmed by Mr. Aluko himself. Yet in the bank account of Mr. Ibrahim, there is nothing to show that such a large amount was withdrawn for the purpose of sending someone to the North. On the 3rd of January, 1962 the Public Officer said he got another loan of £1,100 from Mr. Aluko who also confirmed the transaction. This he deposited in the bank. But the Public Officer went on to say during cross-examination that the very next day i.e. 4th January, 1962, he sent Mr. Akinremi with the money to the North to buy beans. See page 18 of the proceedings of Day 31. There is nothing in the bank account to show that the Public Officer withdrew the sum of £1,100 from his bank account on January 4, 1962. So it can be readily deduced that the evidence of both Mr. Ibrahim and Mr. Aluko on this subject are false.

Another source of income claimed by the Public Officer is the various loans totalling £577. On the 4th of August, 1961 the Public Officer claimed to have got a loan of £150 from his wife to settle an outstanding business. Yet his account at the bank was buoyant at this time. The wife Madam Aolatu Ibrahim who gave evidence in support of the loan was very unsure of herself. The same goes for the loans of £128 alleged to have been received from his wife on the 3rd of April, 1962 and that of £292 alleged to have been received on the 18th of July, 1964. We are therefore of the opinion that these amounts of money did not come from any of his wives.

FINDINGS:

We have found as a matter of fact that the Public Officer, Mr. Ibrahim lost his previous savings from his earnings, from his cocoa farm when the Trust Bank where he kept his money went into liquidation. This prompted him to start looking desperately for a job as he himself said on page 9 of proceedings of Day 31. As a result of this, we find that Mr. Ibrahim could not have advanced the sum of £500 to Alhaji Bangoni in 1954.

We are quite prepared to concede the fact that his cocoa farm was bringing in a sum of about £350 net per annum from 1954 which he could have kept in the house since he was then understandably very reluctant to put his money in the bank but we find it difficult that he in 1955 would be willing to give the money from his cocoa sales to Alhaji Bangoni for the purpose of ram trade so quickly after the loss he suffered from the Trust Bank. Even, if he was prepared to gamble, he would not have given him £700. We therefore conclude that no money

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was given to Alhaji Bangoni for trading in rams until 1958, the year by which Mr. Ibrahim had come into substantial sums of money.

We therefore find that the legitimate savings which Mr. Ibrahim could have made by 1958 when he started spending lavishly was his average earnings from his cocoa farm for the years 1954 to 1958 i.e. £350 per annum for five years i.e. £1,750. By 1959 this would have gone up to £2,100. He said he was spending his salary to maintain himself yet by then the Public Officer had put up two buildings valued at £10,250 (although he got an advance rent of £850 from the Police authorities who were his tenants). He also bought two vehicles at a cost of £2,000 thus acquiring assets worth £11,400. It is our findings that the differences between his estimated legitimate earnings of £2,100 and his assets acquired at a value of £11,400 i.e. £9,300 had been improperly acquired.

Furthermore, we find ourselves unable to believe the sum of £1,950 alleged to have been given to him as loan by Mr. Aluko as well as the loan of £577 alleged to have been received from his wives. Thus we find that these sums of money totalling £2,527 were improperly acquired.

<u>CONCLUSION:</u>

It is therefore our conclusion that the Public Officer Mr. Jimoh Oyedele Ibrahim has improperly enriched himself by virtue of his position as a public officer to the tune of the following amounts:-

		£	S	D
1.	Cost of erection of buildings situated at SW8/661 A & B Oke-Ado less the advance rent of £850	9,300	=	=
2.	Rent collected from building at SW8/661 A since 1959 i.e. £24 per room per annum for 34 room for 11 years.	8,976	=	=
3.	Rent collected from building at SW8/661B since 1960 i.e. £24 per room per annum for 30 rooms for 10 years.	7,200	=	=
4.	Deposits that have not been properly explained (see para.29)	2,527		
		£ 28,003	=	=

		£	S	D
	b/f	28,003	=	=
5.	Deposits that could not be explained at all (See Exhibit 15)	2,336	=	=
	TOTAL =	£30,339	=	=

In arriving at value of rent collected on the buildings situated at SW8/661 A & B Oke-Adọ, Ibadan, we have taken into consideration evidence by the Public Officer as at page 8 of the proceedings of Day 31.

In dealing with the houses built in 1962 as well as his tipper lorry bought in 1960, we have been guided by the belief that these were all acquired from rents on the houses built in 1958 and 1959 and from profits derived from his then existing transport business. We have not included what he realised from his transport business in the aggregate of improper enrichment since we had no evidence of his net profits on these undertakings.

DATED this 1st day of June, 1970.

..........................CHAIRMAN

..........................MEMBER

..........................MEMBER

TRIBUNAL OF INQUIRY INTO THE ASSETS OF LOCAL GOVERNMENT STAFF AND OTHER PUBLIC OFFICERS:

OFFICER: ALHAJI ISHOLA BADIRU

REPORT:

CASE FOR THE STATE:

(a) The period under investigation was 1st October, 1960 to 31st March, 1969.

(b) During this period, Mr. Badiru, a Forest Guard, was on a salary of £174 per annum, rising to £242 per annum by March, 1969. He earned a total of £2,295: 7s: 8d salaries and allowances out of which nothing could be traced into his bank. account.

(c) However, he had a current account with the Barclays Bank Lebanon Street, Ibadan and a sum of £100 was deposited into that account on the 7th of November 1960. Between that date and 29th of March, 1969, a total sum of £13,000: 17s. was deposited into the account.

(d) The public officer has two buildings at Oke-Ado, Ibadan valued at £4,850 each.

(e) He has a freehold land at Bodija acquired on 11/2/63, for £1,000 and another freehold land acquired on 1/5/63 at Orita Bashorun, Ibadan, for £210. There is a third freehold land acquired at Mokola-Oyo Road Ibadan in April, 1967 for £250.

(f) There is a poultry farm at Bodija Ibadan valued at £3,550 by Mr. Aderibigbe; and a Peugeot Saloon car costing £960.

Alhaji Badiru, in short has to explain assets amounting to £27,770: 17s: Ød.

Alhaji Badiru failed to declare the following assets totalling £20,709: 10s: 8d. in forms 2 and 3 (Exhibits 3 and 4) as was required of him but they were detected by the Tribunal during cross-examination:-

(i) Fixed Deposit Account for £4,000 opened with the Barclays Bank, Lebanon Street Ibadan, in October, 1963 and closed in May, 1965 (see Exhibit 21).

(ii) Savings Accounts Nos. D41716, 872690 and 016895 also with the same branch of the Barclays Bank having a credit balance of £2,011: 11s: 3d. at 1/10/60 and deposits amounting to £14,209:10s:8d between that date and 17/4/67 (See Exhibit 24). This deposit was made up of £11,179: 10s: 8d. in cash and £30,030 transferred from other accounts.

(iii) Cement Distribution Agent with £2,500 deposit with the West African Portland Cement in May, 1965.

(b) As a result of the deliberate omissions, the amount of £2,709: 10s: 8d. involved was not previously known to the State Counsel and hence not included in the original amount of £27,770: 17: 0d. he was asked to explain.

<u>THE PUBLIC OFFICER'S EXPLANATIONS:</u>

(a) Sources of income during the period 1/10/60 - 31/3/69 were:

(i)	Salary and allowances	1/10/60 - 31/3/69
(ii)	Transport business	1/10/60 - 1964
(iii)	Rent of houses	1/10/60 - 31/3/69
(iv)	Cocoa sale	1/10/60 - 31/3/69
(v)	Poultry	1964 - 31/3/69.

There were also two loans:

£6,000 by Alhaji Adedibu

and £2,000 by Alhaji Are

not declared in forms 2 and 3.

All these amounted to £34,760: 7s: 8d (See Exhibit 18).

(b) His salary and allowances during the period amounted to £2,295: 7s: 8d. as against £2,339: 7s: 8d. quoted by the Counsel to the Tribunal.

(c) He started the Alubarika Trading and Transport Service in 1954. The income from there between 1/10/69 and 1965 when it was wound up was £9,000, calculated on average of £2,000 per annum - Exhibit 18.

(d) The public officer stated at p. 33 of Day 24 proceedings that he loaned £6,000 from Alhaji Adedibu to build his two houses at Oke-Ado Ibadan. The houses cost £5,000. Rent of the houses fetched nearly £4,475 between 1/4/60 and 31/3/69. The houses were let to the Nigeria Police, supported with occupancy agreement - Exhibit 9.

(e) The public officer stated that he inherited 30 acres of farmland from his father, being his own portion of the late father's farm:

Elese-erin	-	12 acres
Egbeda	-	10 acres
Olojuoro	-	8 acres
		30 acres

(See p. 28 of Day 24 of the Proceedings).

Yakubu Akanji is the Caretaker. The total income from the farm during the relevant period was £2,250. He paid the Caretaker £35 - £40 annually and also paid the other labourers about £30 - £40 each year.

(f) There is a poultry farm started in 1964 with £2,000 loan from Alhaji K. Are. - See Exhibit 11. Income is £1,000 per annum, (See Exhibit 18).
He has fully repaid both loans by Alhaji Adedibu and Alhaji Are.

(g) Bank Lodgements:

(i) Lodgements amounting to £13,000:17/- in the current account was from transport, cocoa, rent and poultry.

(ii) The amount of £20,709: 10s: 8d. in the Savings Accounts was from transport, poultry, rent, sale of cement and monies transferred from the current Account.

(iii) The amount of £4,000 in the Fixed Deposit Account was transferred from the Savings Account on 10/10/63.

EVALUATION OF EVIDENCES:

(a) Alhaji Badiru is wealthy man who did not appear to place much promum on his meagre salary and allowances. He did not mention this source of income in expenses on his buildings, poultry, transport business; not even a penny of it was paid into his bank account. It would appear, therefore, that he spent all the salaries and allowances on maintaining his family.

(b) Alhaji Badiru stated in Exhibit 11 and in evidence that he started the transport business in 1954, buying vehicles on hire purchase. He said "between 1960 and 1962 I was in active transport business but between 1962 and 1964 I have reduced the activities to a small scale. I packed up transport business in 1965". These facts were corroborotad in evidence by Alhaji Iyanda, the illiterate transport manager. The claim of £1,000 from transport business from 1/10/60 to 31/3/65 at £2,000 per annum is fantastic and unrealistic, particularly as the business went down heavily in 1962. Alhaji Iyanda stated that he collected all revenue from the transport service, defrayed expenses and paid the balance to bank account with Teller.

(c) The evidence on the ownership of cocoa farm is conclusive. The estimated income is reasonable and corroborated by both Akanji the Caretaker and Mr. Gbadamosi who was buying the produce.

(d) Houses:

Alhaji Badiru asked for and got a loan of £6,000, free of interest for his £5,000 twin houses at Oke-Ado, Ibadan, from Alhaji Lamidi Adedibu, a general contractor. This loan was surprisingly not mentioned in Forms 2 and 3 (Exhibits 3 and 4) which were Declarations of Assets. The only documents on the loan were receipts issued in March 1961 but dated retrospectively from June 1957 - September 1958. The reason given was that Alhaji Adedibu preferred receipts to the 'I Owe You' purported to have been given him initially, and hence asked for the change. This happened nearly four years and one year after the first and last instalments respectively of the loan. No copy of the returned "I Owe You" however was produced as exhibit. The evidences of Alhaji Adedibu and Alhaji Badiru on this loan did not corroborate on many salient points:

Adedibu said that Badiru refunded the loan in three years at an average of £2,000 or more a year (see p. 15 of Day 22 of proceedings). Refunds started in March 1961 (Exhibit 10D1) and should have ended latest in March 1964. But Exhibits 10 D^{8-15} showed that £3,540 was refunded by Badiru to Adedibu between September 1964 and March, 1967.

Although the loan was started in 1957 and houses built in 1958 - 1959 and rented in 1960, £1,500 of the loan itself was given by Alhaji Adedibu in three instalments between January and December 1960. Furthermore, the houses cost £5,000 according to Alhaji Badiru, it is baffling that he raised £6,000 loan £1,500 of which he got after he completed the buildings.

It is significant that the whole transaction was in cash even though both Adedibu and Badiru had bank accounts and could have issued cheques or bank transfers. These would have been more creditable than the back-dated receipts.

Alhaji Adedibu's evidence was unconvincing; as flamboyant as is evidently untrue. He trusted his friend so much that he did not want any records initially but later said he even preferred receipts with stamps to "I Owe You". He said, "I gave out £2,000 as a gift just recently," to prove that he is wealthy, yet he gave this purported loan over four years. It is inconceivable that a contractor or anybody indeed would give £6,000 loan to an ordinary friend without interest, without an Agreement and no one except Adedibu and Badiru knowing about the loan. Alhaji Badiru did not state what he did with the £1,000 of the loan left over.

We do not believe that each of the two storey residential buildings of the descriptions in Exhibit 1 and 2 could cost £2,500 each. The value placed by the 'Qualified Person' as £4,850 each is far more realistic and is accepted.

Poultry:

The Poultry farm started in 1964 with an initial loan of £1,000 by Alhaji Karimu Oladimeji Are on 28/9/63 and a further loan by the said Alhaji Are of £1,000 on 10/2/65 - pp. 22 - 23 of Day 24 of proceedings. Loans were in cash, and without any supporting documents whatsoever.

Alhaji Are's evidence was clever, evasive and unbelievable. Alhaji Badiru however summoned up courage under cross-examination to give gestures that Alhaji A_re did not give him any loan.

Bank lodgements were mainly income from rent, transport cocoa and poultry.

CONCLUSION AND FINDINGS:

(a) There is no doubt that the Public officer is a good businessman whose wealth stemmed mostly from the rents of his houses and from his poultry farm.

(b) Evidences on the loan of £6,000 and £2,000 were shaky, flambouyant in part, and untrue. We therefore do not accept them.

(c) Alhaji Badiru had many things to hide by not declaring in Forms 2 and 3 bank accounts with a total of £18,209: 10: 8d of £11,179: 10s: 8d. was in cash; two loans totalling £8,000 and a Distribution Agency with the West African Portland Cement. The deliberate omissions brought severe repremand and warning by the Tribunal to Alhaji Badiru.

(d) The transport business went down in 1962 and out finally in 1965. Income from it between 1962 and 1965 was triffling.

(e) Income from cocoa after 1962 was around £150 a year at best. It is doubtful if it was ever more.

(f) We accept the values put on the following assets by the 'Qualified Person' and Mr. Aderibigbe:

1.	Poultry Farm	£3,550.
2.	Two houses at £4,850 each	£9,600
	Total	£13,150

Having sought out the evidences, we conclude that Alhaji Y. I. Badiru has improperly and corruptly enriched himself, at least to the tune of :

Cost of the buildings	£9,600	
Value of Poultry	3,550	
Rent from Houses	1,400	from 22/8/60 - 31/3/69 and all rents collected up to date
Income from Poultry	2,295: 7s: 8d.	(from 1/4/64 - 31/3/69 and all income from poultry up to date).
	£16,845: 7s: 8d.	

DATED this ....18...... day of ...June..... 1970.

.... CHAIRMAN

.... MEMBER

.... MEMBER.

TRIBUNAL OF INQUIRY INTO THE ASSETS OF LOCAL GOVERNMENT STAFF AND OTHER PUBLIC OFFICERS:

OFFICER: LATIFF DUROJAIYE LADIPO:

REPORT

The Public Officer, Mr.Lattiff Durojaiye Ladipo was employed as a site and Building Inspector on Suptember 11, 1961 by the Ibadan Town Planning Authority on a salary of £132 per annum. By March 31st, 1969 he was on a salary of £224 per annum.

There was no evidence before us that the Public Officer operated any Bank Account until January 21st 1964, when he opened a Saving Account with the Standard Bank of West Africa. Into it between 21st January,1964 and May 16, 1968, he made total deposits amounting to £1,131: 9/-. He opened another Savings Account with the United Bank of Africa, Jubilee Street, Ibadan on January 6, 1967. Between then and March 1st, 1968 he made a total deposit of £417: 18/-.

Therefore between 21st January,1964 and May 16, 1968 the officer had made aggregate deposits of £1,548: 19/- into his two Bank Accounts.

His net salaries and allowances between September 11, 1961 and 31st March,1969 amounted only to £1,610: 6: 7d, and yet between 1964 and 1968 he had deposited £1,548: 19/- into Bank Accounts. The officer had also built a house which he valued as costing him £2,677: 1: 4d, but which the "Qualified Man" valued at £5,050. He also owned Landed property valued £270.

He was therefore called upon to explain a total sum of £6,868: 19: -.

The evidence relating to him will be found on our proceedings for Day 22 pages 1 to 7 and Day 23 pages 1 to 28.

The Public Officer gave evidence of his participation in Esusu Contributions but even accepting that he took part in Esusu Contributions, we still have to find wherefrom he got the money for his participation. This he explained by saying that he obtained rents from his mother's house part of which he used in making the contributions.

The Public Officer also claimed to have worked as a Storekeeper under P. Z. in Lagos for 10 years before he finally came to Ibadan in 1960 and that he gave to his mother his savings for 10 years (1950 - 1960) for safe keeping. He explained that the £650 was used in trading and that his mother paid back the money in bits, which he put into his Bank Account in preparation for his building.

We do not believe the story relating to the alleged £650. We do not believe that there was any such £650 which he gave to his mother or which he brought home from Lagos. We are convinced that the public officer would have readily put his "life Savings" as he called it in a Bank Account rather than give it to his mother for "safe keeping" if he ever had such a sum. This officer has in our view set up the story, false and unbelievable, to hide the source of the £650, which we conclude must have been illegitimately obtained by him and we do not find him liable of the "unjust enrichment" of that sum within the ambit of our terms of reference.

We do not doubt that the public officer collected rents from a house, which he alleged was built in <u>1955</u> for him by his mother (see his return to Form 3, tendered as Exhibit Ladipo 2) "to entice him to return to Ibadan from Lagos". We believe the existence of the house, and the Public Officer's collection of rents therefrom. We do not believe that his "mother built it for him". We would rather believe that whilst he was in Lagos working under P.Z., he sent monies home to Ibadan to have it built for him. This was before he joined the Ibadan Town Planning Authority. The house got the money for his participation. This he explained by saying that he obtained rents from his mother's house part of which he used in making the contributions.

The Public Officer also claimed to have worked as a Storekeeper under P. Z. in Lagos for 10 years before he finally came to Ibadan in 1960 and that he gave to his mother his savings for 10 years (1950 - 1960) for safe keeping. He explained that the £650 was used in trading and that his mother paid back the money in bits, which he put into his Bank Account in preparation for his building.

We do not believe the story relating to the alleged £650. We do not believe that there was any such £650 which he gave to his mother or which he brought home from Lagos. We are convinced that the public officer would have readily put his "life Savings" as he called it in a Bank Account rather than give it to his mother for "safe keeping" if he ever had such a sum. This officer has in our view set up the story, false and unbelievable, to hide the source of the £650, which we conclude must have been illegitimately obtained by him and we do not find him liable of the "unjust enrichment" of that sum within the ambit of our terms of reference.

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The public Officer claimed to have obtained a loan of £250 from one Mr. E.A. Latubosun of Kudeti in December 1968. He tendered an unstamped document in support of the story of the loan. We have examined the Form 2 which the Public Officer filled when he was asked to make a declaration of his Assets. It was tendered as Exhibit Ladipo 1. Under the column asking him to state "Loans or advances received", this officer made no mention of any £250. Furthermore he called one Mr. Latunbosun to support the story (see Day 22 pages 5 to 7) who claimed to have lent him £250. At the time the witness claimed to have had £350 at home in cash. The money according to him has not yet been repaid. We do not believe the public officer or his witness Mr. Latunbosun on the issue of the loan. We believe there was no such Lean, we hold that the story of the £250 Loan was concocted to hide the true source of the £250 which appears to us illegitimate. We therefore find a case of improper enrichment in relation to the £250.

Upon an overall consideration of the whole case, we find that the Public Officer here in question has corruptly or improperly enriched himself in the total sum of £900 within the terms of Section 3(a) & (b) of our terms of reference.

DATED this 1st......day of ..June ?.....1970.

..........................CHAIRMAN

..........................MEMBER ....MEMBER