

(d) Isaac Lupari

1. Isaac Lupari v. Department of Finance and the State
2. Isaac Lupari v. Department of Defence and the State
3. Isaac Lupari v. Department of Personal Management and the State
4. Isaac Lupari v. Dept of Transport & Civil Aviation and the State

Mr. Isaac Lupari sued the State for breach of four separate contracts that were entered into as Secretary for the Departments of Finance, Defence, DPM and Transport in that order. He claimed that he had been unlawfully terminated from all those positions after serving short stints in each and claimed the balance of all pay and entitlements for the unexpired period of all four contracts. It will be clear from the evidence gathered so far that Mr. Lupari never suffered any loss of pay and entitlements and was adequately remunerated by the State for the whole time that he claimed for and beyond. In fact up to July 2009 he was still on the Government payroll.

In an analysis done by DPM it was said that ... "The real life period covered by the contracts on which Mr. Lupari was engaged is a 6 year 9 month period from start of first contract 17/ 09/ 97 through to the end of last contract 28/06/04. **Compared to the 6year 9 months period he is in fact making claims for a total 14 year period, by placing the contract periods end to end, when in fact they overlap.** Apart from being contrary to public policy and the contractual provisions, the claims are clearly improper because they result in triple and sometimes quadruple payments for the same period of time. Mr. Lupari has received salaries, allowances and benefits continuously from 17/09/97 to the present day. He has lost no remuneration and has been paid a total K1,294,133 for the 4 1/2 year period 17/09/97 to 17/04/02".

The above analysis is a succinct statement of what is wrong with Mr. Lupari's claims against the State. Mr. Lupari had been transferred from one department to another and had not uttered a single word in protest until after the last contract of employment as Secretary for Transport and Civil Aviation. Even then he was far from being destitute as

he was still engaged by the Government of PNG in various capacities and paid very well in various Advisory roles.

A. DOES THE MATTER FALL WITHIN THE TERMS OF REFERENCE?

The matter falls within the following Terms of Reference No 1,2, 3, 5, 8, 9 and 12.

The claim was improper, was for an amount exceeding PGK300,000.00 and was paid out between 2000 and July 2006. It resulted from failure of the Solicitor General to properly defend the State and was settled out of court. Payments were also not made out of lawfully available funds.

B. SOURCES OF INFORMATION AND DOCUMENTATION

This brief comprises of facts and findings from the files and records of:

Department of Finance

Department of Personnel Management.

Department of Prime Minister and NEC

Governor General's office.

Mr. Isaac Lupari himself

Newspaper reports and paid advertisements by Mr. Lupari.

Letters written by concerned citizens

Evidence of Ms. Margaret Elias (Secretary for DPM)

Evidence of Mr. John Kali (Deputy Secretary for DPM)

Evidence of Mr. Ian Augerea (Registrar of National and Supreme Court)

Evidence of Ms Winnie Kiap (Secretary for NEC)

Evidence of Mr. Eric Kiso (Assistant Registrar National Court)

Evidence of Mr. Billy Bonner (File Manager, Paul Paraka Lawyers)

BACKGROUND: RELEVANT FACTS

THE MATTER

Mr. Lupari first filed four Writs of Summons No. 1788, 1789, 1792 and 1793 of 2001. All four Writs were filed on the 11th of December 2001. The Solicitor General failed to file a Defense and default judgment was entered against the State with damages to be assessed.

In 2002 Mr. Lupari reached an understanding with the newly installed Somare Government that he would be appointed as the new Ambassador representing Papua New Guinea at the European Union based in Brussels. In gratitude Mr. Isaac Lupari agreed to drop all four court actions he had filed. Mr. Lupari instructed his lawyers to discontinue the four court actions and this was done in August 2002.

Having secured the job of European Union Ambassador, Mr. Lupari reneged on the above deal in which he had promised not to pursue his claims against the State. A short five months after he had withdrawn the first lot of claims he instructed his lawyers to file the same court actions again. The four Writs of Summonses were numbered consecutively from 88 to 91 of 2003. The claims were exactly the same as those filed in 2001. The writs were filed on the 13th of January 2003 by Paul Paraka lawyers

Less than two months after the second lot of Writs were filed, a Deed of Settlement was signed on the 03rd of March 2003 by Mr. Zachary Gelu acting on behalf of the State. See Certificate of taxation filed on the 04th of March 2003 and Zachary Gelu's endorsement of the Instrument of consent dated 03rd March 2003 (annexure NC-36). Even after the matter was settled, a Notice of Intention to Defend was filed by the Solicitor General on 11th March 2003. A day later on the 12th March 2003, a Notice of Withdrawal was filed by Paul Paraka lawyers.

5. Under the four Deeds the State was made liable to pay amounts allocated as follows;

PGK 949,233.94 for breach of Employment Contract as Finance Secretary.

PGK 949,233.94 for breach of Employment Contract as Defence Secretary

PGK 1,174,494.79 for breach of Employment Contract as DPM Secretary

PGK 630,498.64 for breach of Employment Contract as Transport

Secretary

Total **K3,703,461.31**

CHRONOLOGY

Isaac Lupari began his career in the Public service on the 18th of February 1988 (see clause 6 of employment contract as secretary for Transport). Nine years later in 1997, it appears that he had made it into the top echelons of the civil service. He was appointed Secretary for department of Finance on 17th September 1997 by the Skate government. A contract was signed on the 10th October 1997. He says that he was sacked five months later on the 15th January 1998.

If he was sacked, he was not out of work for very long. In fact he was reappointed on the very same day to the position of Secretary for Defence. No contract of employment was in fact signed by Mr. Lupari. He concedes this in volume two of his reply to the COI and asserts that the contract was a deemed contract and the signing bit was a mere formality. In fact there is a reference made by Peter Tsiamalili that Lupari was acting as Defence Secretary and never signed a contract for the position.

3. One year and three months later on 17th March 2000 he was appointed Secretary for Department of Personnel Management (DPM) by the newly installed Morauta government. Lupari lasted a very short four months as Secretary for DPM.

The last of the contentious senior positions he was appointed to was as Secretary for the department of Transport and civil Aviation for a term of three years (clause 3). He was appointed on the same day as his term as Secretary DPM came to an end on the 29th of June 2000. Mr. Lupari claimed full pay and entitlements for the unexpired term of his contract as Secretary for DPM. Out of Court settlement was reached by signing of the DOR and an amount of PGK 1,174,494.79 was specifically awarded for the alleged breach of this contract. He was actually paid PGK 1 million by Finance on the 17th September 2004 by cheque No. 790468.

The above payment should never have been allowed in the first place by the SG and later approved by Mr. Damem as AG. The terms of the contract of employment as Secretary Transport explicitly declare in the first recital that:-

"THIS AGREEMENT is made to be effective on and from the 29th June 2000 (to vary the agreement entered into on the 17th day of March 2000 by the parties)". ..

- 4.1 - The first clause of the agreement reiterated this condition. It also made provision for Mr. Lupari to be paid on the same terms and conditions as in his previous position at DPM, a Central Agency department. Clause 1 reads ...

"This Agreement varies and replaces the Agreement entered into by the Departmental Head on 17th March 2000, provided that the Departmental Head shall continue to enjoy the unchanged terms and conditions of a departmental Head of a Central Agency." (emphasis added).

4.2 Further proof that Mr. Lupari's contract as Secretary for DPM was not unlawfully terminated also comes from the Recitals. It shows that when Mr. Lupari signed the contract as Transport Secretary he did so knowing that he would be moved from his position as Secretary DPM to the position of Secretary Transport and Civil Aviation. The Pertinent part states;

'WHEREAS

The State has created the position of Secretary ... Transport... and The Departmental Head is employed on a contract of employment executed by the Head of State effective on and from 17th March 2000, by virtue of his appointment as Secretary for the Department of Personal Management, Head of a Central Agency."

Clause 3 of the Agreement prescribed the period that the contract for Transport Secretary would run for. It stated that the new contract would run from the date Mr. Lupari was appointed as Secretary for Department of Personnel Management, being 17th March-2000 and expire on 16th March 2004, 4 years hence. Effectively this meant that Mr. Lupari's earlier contract was now subsumed under the new contract. In other words the two became one contract and not two separate contracts under which Mr. Lupari could claim for damages, separately.

The Commission is unable to make a conclusive finding as whether Mr. Lupari was unlawfully terminated as Secretary for Transport. There is evidence that shows that Mr. Lupari was not idle after being "sacked". He was employed as a consultant in two positions between 2002 and 2003

before being appointed as Ambassador to the European Union (EU) on the 15th December 2003.

The first of these consultancies was as Project coordinator for the Waigani office development project aimed at refurbishing the condemned Marea Haus better known as the Pineapple building and the Central Government Building. He was engaged on the 30th of July 2002 and paid PGK306,490.00 per annum. The consultancy contract was terminated by the State on 19th March 2003, four months before completion by the Acting Secretary for DPM, Mr. John Kali. Mr. Lupari was paid out for the remainder of his contract term, by now a normal conclusion to Mr. Lupari's contracts with the State.

He was next appointed as Economic Advisor to the Prime Minister on the 30th September 2002. This appointment was made when Mr. Lupari was still legally contracted to DPM up to March 2003 [refer annexure OD 17]. This meant that he was concurrently employed. But no contract was signed for this later consultancy as Economic Advisor. Despite that he was paid out the full fees for the purported consultancy agreement as Economic Advisor before he was appointed as Ambassador to the EU. It is not known when he was recalled but he was appointed Chief Secretary on the 20th July 2007.

From the documents furnished by the Department of Personnel Management, it is clear that Mr. Lupari was continuously employed by the State between his first appointment as Secretary (17/09/97) right up to the date when his last contract was to expire (28/06/04). Set out below are the various jobs he held during that period:

Finance Secretary	- 17/09/97 to 15/01/98 -
Defence Secretary	15/01/98 to 09/12/98

Acting Secretary for Works - 09/12/98 to 18/02/99	
Special Advisor to Prime Minister- 19/02/99 to 19/07/99	
Special Advisor to Pub. Serv. Minister	- 20/07/99 to 17/04/00
DPM Secretary	- 17/03/00 to 29/06/00
Transport Secretary	- 29/06/00 to 14/04/01
Special Projects officer DPM	- 14/04/01 to 14/04/02
Coordinator - Waigani Building project	- 30/07/02 to 19/03/03
j) Economic Advisor to Prime Minister	- 30/09/02 to 15/12/03
k) Ambassador to European Union	- 15/12/03 to ?
l) Chief Secretary to Government	- 20/07/07 (still on full pay)

Referring to the above, the only time he was not working in any capacity was between h) and i) for a period of five months. His contract as project coordinator for the Waigani office project was terminated four months before completion and he was paid the balance of his consultancy, but while still serving out that term, he was appointed as Special Advisor to the PM which was also not served to its end although Mr. Lupari received full pay for that final consultancy prior to taking up the Ambassadorial job.

In instructions given to the Solicitor General to defend the claims, the late Mr. Peter Tsiamalili, then DPM Secretary said the following in his letter to the Solicitor General.

In his statements of claim, Mr. Lupari has not declared the 6 months severance payment as Special Advisor to the Prime Minister (5 months - paid K173,871.00), the 18 months ex-gratia payment on termination as Secretary for Transport (paid K508,723.00).

Mr. Lupari suffered no loss. He has enjoyed full employment moving from one position to another and receiving full payment as head of a

central agency department. He has received an estimated K1,294,133-00 in salaries, allowances and benefits, (para 13)

- Furlough Leave - plaintiff claimed separate amount for furlough leave in each of the writs., thereby compounding his claims fourfold. The total amount claimed K1,027,530 is equivalent to over 10 years of furlough leave which could only be earned with 300 years of continuous service. Money in lieu of furlough leave accrual for 15 years of completed service to date is worth 6 months' salary or K50,000.00 (then).

Paul Paraka Lawyers who acted for Mr Lupari claimed for and were paid K200,000 as costs for each matter totalling K800,000 for the four matters.

In spite of the matter being settled so soon after Writs were filed for the full amounts claimed in each matter, Paul Paraka Lawyers filed an application for Taxation. The application was filed on the 03rd of March 2003, the same day all four Deeds were signed. There is nothing to indicate that there was disagreement between plaintiff and defendant (State) over costs.

The taxation of costs was dealt with promptly, a day after the application was filed. Mr. Eric Kiso issued a "Certificate of Taxation" stating that ... "the plaintiffs costs have been taxed and allowed at K200,000". Mr. Zachary Gelu had signed an "instrument of consent" on the 03rd of March 2003 the same day that he signed the four Deeds of Settlement.

The way this particular matter was supposedly taxed is peculiar indeed and the Commission finds that it was a charade to legitimise excessive costs. It was done so easily because the taxing officer was so incompetent he did not know what was asked of him and what taxation of costs was all about.

14. EVIDENCE RECEIVED

To date evidence has been received from the following witnesses and Organisations:

- **Ms. Margaret Elias** - Secretary for DPM.

She produced two thick bundles of documents that for the first time revealed the extent of deception carried out by the claimant and his lawyers.

Mr. John Kali - DPM Deputy Secretary.

He was responsible for advising the Secretary for DPM, particularly on matters related to the appointment and termination of departmental heads. In February 2002 as Deputy Secretary for Policy he advised the then Secretary, the late Mr Tsiamalili, that Mr Lupari's claims were unlawful and without merit and that a vigorous defence should be mounted in the courts to defeat the claims, in view of the serious implications for integrity of the contract system and also the Financial consequences of the flow on effect

Mr. Vagi as Acting Secretary for DPM wrote to the Attorney General, Mr Francis Damem and delivered Mr Tsiamalili's draft affidavit, which set out in great detail all the reasons for opposing the claims by Mr. Lupari. That letter to Mr Damem was very clear that he was to mount a vigorous defence against the four claims.

Despite the instructions given to the Attorney General to have Mr Lupari's claims defended Mr. Kali said he learnt later that the claims were all settled out of Court by Mr. Zachary Gelu.

- **Mr. Ian Augerea** - produced four court files WS 88, 89, 90 and 91 of 2003.

Eric Kiso - Assistant Registrar for Mt. Hagen gave evidence of presiding over taxation of costs in which Mr. Gelu 'consented' to Paul Paraka lawyers claim of K200,000.00 per matter. He said that he approved the costs after he sighted the instrument consenting to the amount signed by Mr. Zachary Gelu. Mr. Kiso was not able to explain satisfactorily the question put to him that if the costs were agreed to then there was no need to go through the process of taxing costs. Mr. Kiso did agree in his evidence that he had very little experience in matters of taxation and had no guidance whatsoever from any officer in the Court system. He said basically that he made up the rules as he went along.

Mr. Zachary Gelu

Mr. Gelu was the Solicitor General at the time Mr. Lupari's four claims were settled. He gave evidence of signing four (4) Deeds of Release for the four (4) claims based only on material provided by Paul Paraka lawyers. The Deeds were signed less than two months after the four claims were filed and on the day he was suspended from office.

Mr. Gelu said that he never consulted the Department of Personnel Management to seek instructions. He said he was satisfied-on the material provided to him by Paul Paraka Lawyers that Mr. Lupari had a valid claim. He denied ever sighting previous instructions from the Department of Personnel Management.

Mr. Gelu also agreed for K200,000.00 to be paid as legal fees for each matter. When asked if he thought the work put in (minimal) justified the costs he said yes.

Mr. Francis Damem

Mr. Francis Damem was the Secretary for Justice Department at the time Mr. Lupari's four claims were settled. He gave evidence on oath and confirmed that the Department of Personnel Management had written to him as Attorney General with instructions to defend the matters. He testified that he had passed this on to the Solicitor General's office. However he refused to accept that he had later signed a letter to Finance requesting payment on all four (4) Deeds of Settlement.

Mr. Damem appeared with Mr. Paul Othas, a lawyer from Paraka lawyers when he gave evidence to the Commission. Mr. Othas did not say much but on at least one occasion handed written material to Mr. Damem while he was still giving evidence in the witness box without first obtaining permission from the Commissioner or consulting the Counsel Assisting. To this day Mr. Othas, has not apologised for his disrespect to the Commission of Inquiry.

Mr. Guguna Garo

Mr. Garo is a senior Associate with Paul Paraka Lawyers. He gave evidence that he drafted and filed the first lot of Writs WS 1788, 1789,1792 and 1793 of 2003. He emphasised right from the start that after the four claims were withdrawn the file was taken away from him and he had nothing further to do with the four claims until it seems the matters were investigated by the Commission of Inquiry. Throughout his evidence he was evasive about the conclusion of the four claims. When asked by the Commission he denied knowing even that the four claims had been settled for the full amount claimed in the court actions he had drafted. The Commission does not find Mr. Garo's evidence on this aspect to be credible.

As to the merits of the claim itself, Mr. Garo placed great reliance on the case of Peter Aigilo when he was sacked as Commissioner of Police by the newly formed Morauta government. In evidence he avoided

commenting directly on whether Mr. Lupari had in fact suffered any loss in pay and entitlements and the resultant stress, illness and embarrassment that Mr. Aigilo had suffered. He did agree in evidence though that for at least one claim based on the contract of employment as Secretary for DPM there was no breach of contract because the contract specifically said that it had been varied. The Commission finds that Mr. Garo would have had full knowledge of the strength of all of Isaac Lupari's four claims from documents provided to draft the four court actions. In spite of his knowledge of the variation clause Mr. Garo still went ahead and filed the claim. This in itself is serious culpable conduct by a lawyer whose first duty is always to the Court. By filing the claim knowing it to be baseless, Mr. Garo deliberately and knowingly misled the court right from the start and this serious breach of duty is not remedied by his contention in evidence that it was up to the State Solicitors office to pick this out and use it to defend the State when the matter went to trial.

- Mr. Billy Bonner

If the evidence of Mr. Bonner is to be believed, then he is the star in settling Mr. Lupari's four claims. It would seem that he was the person who drafted four quantum submissions that so convinced the Solicitor General that Mr. Zachary Gelu agreed to sign four Deeds of Settlement within three days of receiving Billy Bonner's quantum submissions. The fly in the ointment though is the fact that Mr. Billy Bonner was not even a lawyer when he wrote the quantum submissions. Instead he was the file manager in the firm of Paul Paraka Lawyers with no legal qualifications whatsoever when he did such wondrous legal work.

Mr. Billy Bonner testified that his principal Mr. Paul Paraka had given him the four claims and asked him to draft quantum submissions.

Bonner could not explain why Mr. Paraka gave him, a file clerk, the four files worth millions to handle and not to one of the many lawyers that worked in the firm. Mr. Bonner said further that he did not consult any lawyer within the firm to see whether he was doing the right thing.

Of great significance is the admission by Mr. Bonner that with his quantum submissions four draft Deeds of settlement were sent to Mr. Gelu as Solicitor General to consider. The evidence confirms the Paul Paraka Lawyers drafted and in so doing, dictated the terms of the Deeds even before the Solicitor General had received the quantum submissions. This evidence directly contradicts Mr. Zachary Gelu's testimony that it was him who drafted the Deeds in Isaac Lupari's four claims.

Right to the end of his sworn evidence Mr. Billy Bonner was a very evasive witness. He claimed to have a short memory and did not know what happened to the matter after he had sent off the quantum submissions to the State Solicitor's office. When pressed he finally admitted that he was present and had witnessed the signing of the Deed of Settlement by Mr. Zachary Gelu and Mr. Isaac Lupari.

Mr. Isaac Lupari — Through his lawyer Paul Othas of Paraka lawyers handed up a bound volume of documents to GOI on 28th November 2008. Contained among other papers 4 Deeds of Release which could not even be located at the Solicitor General's office. On 06/04/09 under great protestation handed up to COI five separate bound documents in response to Summons No. 327 dated 18th March 2009.

Ms. Winnie Kiap- Former NEC Secretary. Assisted COI in trying to locate contracts of employment entered into by Mr. Lupari.

PAYMENTS BY THE DEPARTMENT OF FINANCE.

tas	filroAmrt	ChsMsNQts	Hem F ^{ee}	[Ms	Ty RfemB(Ffe4\$(RyTBls TddRife	Oedts	'fceedy
1331320	747/C8	27	4201 4123	126lsabclifH) Trarapart-CSIAfCR	OQ 63790	27.W7.19	
•QGV2IB96KBB	207		4301 4123	136teBclpEri Rrtcfcom]feny	CQ 74257	12^(11100	
12J2W	SBDCB9	20P	4301 4123	135lsaeclipai OS&ttfiterot	CQ 74KEI	1Z7/XQ00 >	
Sta»	963037	480	31 0	0 lfflnl i psm FhtofeerfteTBls	CQ 76B0B3	8QCEQCD,	
WB30M	138	460	31 0	OtesEclLpai Rrtfartraahdro	CD 793168	1,00*00000	1,367,057.19

According to the extract of payments shown above, taken from Department of Finance Cash Book, two payments made to Lupari was paid out of Trust fund suspense account. He was paid K1 million for breach of contract. The Commission does not know at this stage whether he has since been paid the balance of K2,703,461.31.

D. FINDINGS

(a) Claim - Liability and Quantum

Cause of Action in Law

- There was no termination of employment contract. In two of the contracts i.e., Finance and DPM there was no termination but only variation of contract. Therefore Mr. Lupari did not have a cause of action seeking damages for unlawful termination in those two contracts.

Mr. Lupari did not suffer any loss to entitle him for damages. This is because for the whole time period that he claims for, he was on the Government pay roll earning the same and at times more pay than his usual salary and entitlements. His claim for damages therefore lacks foundation.

- Mr. Isaac Lupari knew full well that his claims amounted to triple and quadruple dipping. Yet he went ahead and instructed his lawyers to file claims against the State in the National Court. Even

knowledge of the law Mr. Lupari would have known that he had suffered no loss and the money received from the claims would be a windfall.

Mr. Guguna Garo of Paul Paraka Lawyers filed the claims knowing ' that Mr. Lupari had suffered no loss. His conduct amounted to willful misleading of-a-Court-of law and he failed in-his ethical conduct as an officer of the Court.

Paul Paraka Lawyers drafted the four Deeds of Settlement in Isaac Lupari's four claims against the State. These four Deeds were sent to Zachary Gelu with the Quantum Submissions three days before Mr. Gelu signed the Deeds of Settlement.

Quantum

The total amount claimed is excessive and constitutes unjust **enrichment**. On the face of it Mr. Lupari's claims (without special damages, costs and interests) are four times what his entitlements would normally be.

Attorney-General & Solicitor-General

Zachary Gelu as Solicitor General was recklessly negligent in not seeking instructions from the Department of Personnel Management before signing the four Deeds.

There were detailed instructions on the Solicitor General's file that was ignored by Zachary Gelu when he signed the four Deeds of Settlement less than a month after the four court actions were filed.

- Non compliance with NEC directive NG 07/2002 by both Mr. Zachary Gelu as SG and Mr. Francis Damem as AG.

COMPLIANCE ISSUES

Public Finance (Management) Act 1995

No Ministerial approval sought before DOR for amount far in excess of K100,000.00 prescribed under s.61 PF(M)A. Some payments were made out of Trust fund suspense account and not from "lawfully available funds".

Claims By & Against the State Act 1996

NEC Decisions

Directive 10 of NEC Decision NG 07/2002 which specifically prohibited any further out of court settlements was ignored by Mr. Zachary Gelu when he signed the DOR on 28th February 2005.

Other Findings

Mr. Lupari was not entitled to the K3,703,461.31, either legally or morally.

Paul Paraka lawyers engaged in deceptive conduct when filing Writs in the order they did.

The Solicitor General's file on Isaac Lupari's four claims against the State only contained 4 Writs filed in 2003. There were no correspondence, Instructions from DPM, Quantum submissions or other documentation.

- Paul Paraka Lawyers did not submit quantum submissions. Purported quantum submissions later produced to the Commission were fabricated after the Col summoned same from Mr. Guguna Garo of Paul Paraka Lawyers.

- Mr. Zachary Gelu signed the four Deeds contrary to clear instructions by DPM to defend claims in court.

If Gelu did not in fact sight the Instructions he failed to seek instructions himself from DPM. When he signed 4 Deeds he was in fact acting on material supplied by Isaac Lupari's lawyers.

Mr. Zachary Gelu signed the four Deeds in haste very soon after the court actions were filed and on the day he was to be suspended from office.

- Paul Paraka lawyers were paid K200,000.00 for each matter totaling K800,000 for doing a minimal amount of work. That work consisted only of drafting the four Writs of Summons. There were no appearances in Court and no protracted negotiations before agreement was reached to settle the four matters out of Court.

j

RECOMMENDATIONS

Isaac Lupari is referred to the Fraud Squad for investigations with view to laying criminal charges for fraud.

Isaac Lupari is referred to the Ombudsman Commission for investigations on whether he breached leadership code.

Mr. Guguna Garo be referred to the Police fraud squad for investigations for part he played in lodging fraudulent claim on behalf of Lupari

Mr. Guguna Garo is referred to the Lawyers Statutory Committee for further investigations.

Zachary Gelu is referred to Police fraud squad for conspiring with Paul Paraka Lawyers to facilitate a fraudulent claim.

Billy Bonner is declared as not a fit and proper person to be admitted to practise law.

That in future, Deeds of Settlement should not be left to the discretion of one official like the Solicitor General or even the Secretary for Justice. Instead some oversight must be had by having both sign before the Deed can become legally binding on the State.

- Paul Paraka Lawyers be referred to law society for charging excessive fees of K200,000 for doing very little work.

Further to the above, clear directions must be issued stating all necessary steps to be taken before a Deed of Settlement can even be contemplated. The very first and paramount consideration is that instructions are sought and received. If instructions are not forthcoming, the Solicitor General must consult with the Secretary to ascertain the next step.

A limit to the amount that the Solicitor General can sign on. Any amount over K50,000.00 must go to the National Executive Council for approval.

Court action is taken to have the 4 Deeds declared illegal or invalid as based on fraud.

That amounts paid under Deeds of Release and Settlement be taxed by Internal Revenue Commission.

Consequential Legislative Reform

Attorney Generals Act to set out requirements needed to be taken before Deeds of Release and Settlement can be entered into. Provision must be made that AG and SG must agree before Deeds are executed. Where either disagrees, matter must be defended in Court.

Public Service (Management) Act, 1995. Amendments are made to clearly spell out that where contracts are varied and the officer takes up another job on

the same or higher pay and entitlements, he has no further legal right to claim