

Judgment

DISTRICT COURT OF THE HAGUE CRIMINAL LAW SECTION

THREE-JUDGE DIVISION (SENTENCE)

Public Prosecutor's Office number 09/750001-05

The Hague, 07 June 2006

The District Court of The Hague, giving judgment in criminal proceedings, has delivered the following sentence in the criminal case of the public prosecutor against the defendant:

**[defendant]
born in [place of birth] on [date of birth],
with no permanent home or address known in this country,
permanent address: [address],
at present detained at the Penal Institution Haaglanden, Penitentiary Complex Scheveningen,
Unit 2 in The Hague.**

1. The court hearing

The hearing took place during the court sessions of 01 July 2005, 29 September 2005, 23 December 2005, 17 March 2006, 24 April 2006, 25 April 2006, 26 April 2006, 27 April 2006, 28 April 2006, 01 May 2006, 02 May 2006, 03 May 2006, 04 May 2006, 08 May 2006, 10 May 2006, 11 May 2006, 12 May 2006, 24 May 2006 and 07 June 2006.

The defendant, represented by defense counselors, mr. I.N. Weski, mr. L.C. van Walree and mr. F.J.E. Hogewind, lawyers in Rotterdam, appeared in court and was examined at the hearing, with the exception of 24 May 2006.

Based on the charges on the writ of summons under count 1A principle charge, 2A principle charge, 3A principle charge, 4 and 5, the public prosecutors mr. T. Polescuk and mr. J.J.A. Lucas demanded the defendant to be sentenced to a prison sentence of 20 years, less the period spent in pre-trial detention, and a fine of EUR 450,000.00, alternatively a prison sentence of 1 year, based on the charges on the writ of summons under counts 4 and 5.

Furthermore, in accordance with the list of seized and not returned items that were seized from the defendant and numbered 1 through 54 - to be named hereafter seizure list, a copy of which has been included in this sentence - the public prosecutors demanded these items be returned to the defendant.

The public prosecutors also announced their intention to commence proceedings in due time to demand for a confiscation order as referred to in article 36e of the Penal Code.

2. The indictment

After a further description of the indictment was given at the court hearing of 17 March 2006 - pursuant to article 314a of the Code of Criminal Procedure - the defendant was accused of the charges as mentioned below.

COUNT 1A

that he, at (one) (or more) points in time in or around 1 December 2000 through 1 March 2001, at least in the year 2000 and/or 2001, and/or (also) in or around the period from 1 January 2002 through 31 December 2002, in Gueckedou, at least in Guinea, together and in conjunction with (an) other(s)

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s)

and/or

that offense/those offenses (each time) involved rape and/or

that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s)

and/or

that offense/those offenses (each time) involved acts of violence with united forces against one (or more) person(s) or acts of violence against a dead, sick or wounded person,

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, and/or (one or more) of his co-perpetrator(s), being Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P4] and/or [P5] and/or [P6] and/or [P7] and/or [P8] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present) then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) and/or

the stipulations set out in the article 130 of the Geneva Convention on the Treatment of Prisoners of War ("Third Geneva Convention" 1949) and/or

the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in an (international or non-international) armed conflict on the territory of Liberia and/or Guinea

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more) person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time) deliberately,

- by using AK 47's (Automat Kalashnikov 47) and/or RPG's (Ruchnoi Protivotankovye Granatamy, also referred to as Rocket Propelled Grenade or Russian Powerful Gun) and/or one or more GMG's (General Machine Gun) and/or mortars and/or other fire weapons, fired (at random) at the town of Gueckedou, without making any distinction between soldiers or civilians, while knowing that this (type of) attack(s) would cause excessive loss of human lives, injuries of civilians and/or damages to civilian targets and/or

- aimed and/or fired at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or
- set fire to (a) house(s) where (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause were still staying and/or
- cut off the head(s) of three, at least one or more civilian(s) and/or (members) (of) (the) personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (subsequently) threw (one) (or more) baby/babies against walls and/or threw (one) (or more) baby/babies into wells and/or
- forced (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause to gather in (one) (their) house(s) and/or (subsequently) threw (a) grenade(s) inside

as a consequence of which the afore-mentioned civilians and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or experienced (severe) bodily harm and/or

- raped (a) woman/women and/or (a) child/children and/or
- plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces;

(Article 8 Criminal Law in Wartime Act)

alternatively, as far as the above might or could not lead to a conviction:

that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P4] and/or [P5] and/or [P6] and/or [P7] and/or [P8] (one or more) other(s) (person(s) who has/have remained unknown until the present)

at (one) (or more) points in time in or around the period of 1 December 2000 through 1 March 2001, at least in the year 2000 and/or 2001, and/or (also) in or around the period from 1 January 2002 through 31 December 2002, in Gueckedou, at least in Guinea, together and in conjunction with (an) other(s), at least alone

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or

that offense/those offenses (each time) involved rape and/or

that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or

that offense/those offenses (each time) involved acts of violence with united forces against one (or more) person(s) or acts of violence against a dead, sick or wounded person,

which implies that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P4] and/or [P5] and/or [P6] and/or [P7] and/or [P8] (one or more) other(s) (person(s) who has/have remained unknown until the present) then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) and/or

the stipulations set out in the article 130 of the Geneva Convention on the Treatment of Prisoners of War ("Third Geneva Convention" 1949) and/or

the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in an (international or non-international) armed conflict on the territory of Liberia and/or Guinea

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more) person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time) deliberately,

- by using AK 47's (Automat Kalashnikov 47) and/or RPG's (Ruchnoi Protivotankovye Granatamy, also referred to as Rocket Propelled Grenade or Russian Powerful Gun) and/or one or more GMG's (General Machine Gun) and/or mortars and/or other fire weapons, fired (at random) at the town of Gueckedou, without making any distinction between soldiers of civilians, while knowing that this (type of) attack(s) would cause excessive loss of human lives, injuries of civilians and/or damages to civilian targets and/or
- aimed and/or fired at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or
- set fire to (a) house(s) where (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause were still staying and/or
- cut off the head(s) of three, at least one or more civilian(s) and/or (members) (of) (the) personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (subsequently) threw (one) (or more) baby/babies against walls and/or threw (one) (or more) baby/babies into wells and/or
- forced (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause to gather in (one) (their) house(s) and/or (subsequently) threw (a) grenade(s) inside

as a consequence of which the afore-mentioned civilians and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or experienced (severe) bodily harm and/or

- raped (a) woman/women and/or (a) child/children and/or
- plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces,

the above mentioned crime(s)

were deliberately abetted (each time) in or around the period from 1 January 1999 through 31 December 2002 in Buchanan and/or Monrovia and/or (in) Lofa County and/or (elsewhere) in Liberia and/or in Gueckedou, at least in Guinea

by the defendant, together or in conjunction with (an) other(s), at least alone, by means of gifts and/or promises and/or abuse of authority and/or violence and/or threat and/or deception and/or by providing the occasion and/or means and/or information,

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, and/or his co-perpetrator(s), then and there (each time) intentionally

- sold and/or supplied (a load of) weapons, being one or more AK-47's (Automat Kalashnikov 47) and/or one or more RPG's (Ruchnoi Protivotankovye Granatamy, also referred to as Rocket Propelled Grenade or Russian Powerful Gun) and/or one or more GMG's (General Machine Gun) and/or ammunition that belonged to the above mentioned arms, and/or mortars to Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- placed his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) at the disposal of the (armed) conflict and (subsequently) deliberately let them join in the fight with their (own) weapons and/or ammunition (being one or more AK-47's and/or one or more RPG's and/or one or more GMG's and/or one or more mortars) (obtained) from OTC and/or RTC, and/or
- threatened to dismiss or suspend (indefinitely) his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) if this/these staff member(s) refused to participate in the (armed) conflict and/or
- placed one (or more) helicopter(s) and/or (a) truck(s) and/or (a) (pick-up) truck(s), at least one or more vehicles, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, for the benefit of the transport of armed forces and/or weapons and/or ammunition and/or food and/or clothing and/or uniforms, at least goods for use by the (armed) conflict and/or combatants, and/or
- placed a RTC camp, in any case a (meeting) place, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- supplied and/or gave money and/or cigarettes and/or marihuana, at least (a) controlled drug(s) to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia, and/or
- given (an) instruction(s) and/or (an) order(s) with regard to the use of (heavy) weapons and/or battle methods to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia, which instruction(s) or order(s) implied (among other matters) that heavy weapons had to be used and/or that in the shortest possible time as much as possible should be destroyed (also expressed by the phrase "enter, destroy and escape") and/or that nobody should be left alive (also expressed by the phrase "no baby on target") and/or to set fire to houses and/or to order the armed forces to plunder anything they wanted;

(Article 8 Criminal Law in Wartime Act in conjunction with article 47 of the Penal Code)

More alternatively, as far as the above might or could not lead to a conviction:

that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P4] and/or [P5] and/or [P6] and/or [P7] and/or [P8] (one or more) other(s) (person(s) who has/have remained unknown until the present)

at (one) (or more) points in time in or around the period of 1 December 2000 through 1 March 2001, at least in the year 2000 and/or 2001, and/or (also) in or around the period from 1 January 2002 through 31 December 2002, in Gueckedou, at least in Guinea, together and in conjunction with (an) other(s), at least alone

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or

that offense/those offenses (each time) involved rape and/or

that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or

that offense/those offenses (each time) involved acts of violence with united forces against one (or more) person(s) or acts of violence against a dead, sick or wounded person,

which implies that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P4] and/or [P5] and/or [P6] and/or [P7] and/or [P8] (one or more) other(s) (person(s) who has/have remained unknown until the present) then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) and/or

the stipulations set out in the article 130 of the Geneva Convention on the Treatment of Prisoners of War ("Third Geneva Convention" 1949) and/or

the stipulations set out in the "common article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in an (international or non-international) armed conflict on the territory of Liberia and/or Guinea

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more) person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time) deliberately,

- by using AK 47's (Automat Kalashnikov 47) and/or RPG's (Ruchnoi Protivotankovye Granatamy, also referred to as Rocket Propelled Grenade or Russian Powerful Gun) and/or one or more GMG's (General Machine Gun) and/or mortars and/or other fire weapons, fired (at random) at the town of Gueckedou, without making any distinction between soldiers of civilians, while knowing that this (type of) attack(s) would cause excessive loss of human lives, injuries of civilians and/or damages to civilian targets and/or
- aimed and/or fired at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or
- set fire to (a) house(s) where (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause were still staying and/or
- cut off the head(s) of three, at least one or more civilian(s) and/or (members) (of) (the) personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (subsequently) threw (one) (or more) baby/babies against walls and/or threw (one) (or more) baby/babies into wells and/or
- forced (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or

he/she who had been put out of action by imprisonment or another cause to gather in (one) (their) house(s) and/or (subsequently) threw (a) grenade(s) inside

as a consequence of which the afore-mentioned civilians and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or experienced (severe) bodily harm and/or

- raped (a) woman/women and/or (a) child/children and/or
- plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces

whereby the defendant, together and in conjunction with (an) other(s), at least alone, in or around the period from 1 January 1999 through 31 December 2002 in Buchanan and/or Monrovia and/or (in) Lofa County and/or (elsewhere) in Liberia and/or in Gueckedou, at least in Guinea, deliberately provided the occasion and/or means and/or information and/or then and there deliberately aided and abetted to commit that/those crime(s)

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, and/or his co-perpetrator(s), then and there (each time) intentionally

- sold or supplied (a load of) weapons, being one or more AK-47's (Automat Kalashnikov 47) and/or one or more RPG's (Ruchnoi Protivotankovye Granatamy, also referred to as Rocket Propelled Grenade or Russian Powerful Gun) and/or one or more GMG's (General Machine Gun) and/or ammunition that belonged to the above mentioned arms, and/or mortars to Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- placed his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) at the disposal of the (armed) conflict and (subsequently) deliberately let them join in the fight with their (own) weapons and/or ammunition (being one or more AK-47's and/or one or more RPG's and/or one or more GMG's and/or one or more mortars) (obtained) from OTC and/or RTC, and/or
- threatened to dismiss or suspend (indefinitely) his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) if this/these staff member(s) refused to participate in the (armed) conflict and/or
- placed one (or more) helicopter(s) and/or (a) truck(s) and/or (a) (pick-up) truck(s), at least one or more vehicles, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, for the benefit of the transport of armed forces and/or weapons and/or ammunition and/or food and/or clothing and/or uniforms, at least goods for use by the (armed) conflict and/or combatants, and/or
- placed a RTC camp, in any case a (meeting) place, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- supplied and/or gave money and/or cigarettes and/or marihuana at least (a) controlled drug(s) to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia, and/or
- given (an) instruction(s) and/or (an) order(s) with regard to the use of (heavy) weapons and/or battle methods to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia, which instruction(s) or order(s) implied (among other matters) that heavy weapons had to be used and/or that in the shortest possible time as much as possible should be destroyed (also expressed by the phrase "enter, destroy and escape") and/or that nobody should be left alive (also expressed by the phrase "no baby on target") and/or to set fire to houses and/or to order the armed forces to plunder anything they wanted;

(Article 8 Criminal Law in Wartime Act in conjunction with article 48 of the Penal Code)

and/or

COUNT 1B

that [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P4] and/or [P5] and/or [P6] and/or [P7] and/or [P8] (one or more) other(s) (person(s) who has/have remained unknown until the present), being (among others) (a) staff member(s) of OTC and/or RTC, in each case (a) person(s) employed by and/or subordinate to the defendant,

at (one) (or more) points in time in or around the period of 1 December 2000 through 1 March 2001, at least in the year 2000 and/or 2001, and/or (also) in or around the period from 1 January 2002 through 31 December 2002, in Gueckedou, at least in Guinea, together and in conjunction with (an) other(s), at least alone

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or

that offense/those offenses (each time) involved rape and/or

that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or

that offense/those offenses (each time) involved acts of violence with united forces against one (or more) person(s) or acts of violence against a dead, sick or wounded person,

which implies that [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P4] and/or [P5] and/or [P6] and/or [P7] and/or [P8] (one or more) other(s) (person(s) who has/have remained unknown until the present), being (among others) (a) staff member(s) of OTC and/or RTC, in each case (a) person(s) employed by and/or subordinate to the defendant, then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) and/or

the stipulations set out in the article 130 of the Geneva Convention on the Treatment of Prisoners of War ("Third Geneva Convention" 1949) and/or

the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in an (international or non-international) armed conflict on the territory of Liberia and/or Guinea

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more) person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid

member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time) deliberately,

- by using AK 47's (Automat Kalashnikov 47) and/or RPG's (Ruchnoi Protivotankovye Granatamy, also referred to as Rocket Propelled Grenade or Russian Powerful Gun) and/or one or more GMG's (General Machine Gun) and/or mortars and/or other fire weapons, fired (at random) at the town of Gueckedou, without making any distinction between soldiers of civilians, while knowing that this (type of) attack(s) would cause excessive loss of human lives, injuries of civilians and/or damages to civilian targets and/or
- aimed and/or fired at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or
- set fire to (a) house(s) where (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause were still staying and/or
- cut off the head(s) of three, at least one or more civilian(s) and/or (members) (of) (the) personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (subsequently) threw (one) (or more) baby/babies against walls and/or threw (one) (or more) baby/babies into wells and/or
- forced (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause to gather in (one) (their) house(s) and/or (subsequently) threw (a) grenade(s) inside

as a consequence of which the afore-mentioned civilians and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or experienced (severe) bodily harm and/or

- raped (a) woman/women and/or (a) child/children and/or
- plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces,

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, in any case as executive of OTC and/or RTC, with regard to the above-mentioned attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, at (one) (or more) points in time in or around the period of 1 December 2000 through 1 March 2001, at least in the year 2000 and/or 2001, and/or (also) in or around the period from 1 January 2002 through 31 December 2002, in Buchanan and/or Monrovia and/or (in) Lofa County and/or (elsewhere) in Liberia and/or in Gueckedou, at least in Guinea, repeatedly, at least one time (each time) intentionally allowed his subordinate(s) to commit this/these attacks, namely that he, the defendant did not take any or did not take sufficient measures in order to avoid the attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, and/or to punish the subordinates who were responsible for the attacks;

(Article 9 Criminal Law in Wartime Act)

COUNT 2A

that he, at (one) (or more) points in time in or around the year 2002, at least in the year 2001 and/or 2002, in Voinjama, at least in the neighborhood of Voinjama, at least in Lofa County, at least in Liberia, together and in conjunction with (an) other(s)

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or
that offense/those offenses (each time) involved inhuman treatment and/or
that offense/those offenses (each time) involved looting and/or
while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or
that offense/those offenses (each time) involved rape and/or
that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or
that offense/those offenses (each time) involved acts of violence with united forces against one (or more) person(s) or acts of violence against a dead, sick or wounded person,

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, and/or (one or more of) his co-perpetrator(s), being Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P49] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present), then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) and/or

the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in a(n) (non-international) armed conflict on the territory of Liberia

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more) person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time) deliberately,

- aimed and/or fired at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or as a consequence of which the afore-mentioned civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or experienced (severe) bodily harm and/or
- raped (a) woman/women and/or (a) child/children and/or
- (subsequently) plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces;

(Article 8 Criminal Law in Wartime Act)

alternatively, as far as the above might or could not lead to a conviction:

that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P49] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present),

at (one) (or more) points in time in or around the year 2002, at least in the year 2001 and/or 2002, in Voinjama, at least in the neighborhood of Voinjama, at least in Lofa County, at least in Liberia, together and in conjunction with (an) other(s)

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or

that offense/those offenses (each time) involved rape and/or

that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or

that offense/those offenses (each time) involved acts of violence with united forces against one (or more) person(s) or acts of violence against a dead, sick or wounded person,

which implies that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P49] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present), then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) and/or

the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in a(n) (non-international) armed conflict on the territory of Liberia

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more) person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time) deliberately,

- aimed and/or fired at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or as a consequence of which the afore-mentioned civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or experienced (severe) bodily harm and/or

- raped (a) woman/women and/or (a) child/children and/or

- (subsequently) plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces;

the above mentioned crime(s)

were deliberately abetted (each time) in or around the period from 1 January 1999 through 31 December 2002 in Buchanan and/or Monrovia and/or Voinjama and/or (in) Lofa County and/or (elsewhere) in Liberia by the defendant, together or in conjunction with (an) other(s), at least alone, by means of gifts and/or promises and/or abuse of authority and/or violence and/or threat and/or deception and/or by providing the occasion and/or means and/or information,

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, and/or his co-perpetrator(s), then and there (each time) intentionally

- sold or supplied (a load of) weapons, being one or more AK-47's (Automat Kalashnikov 47) and/or one or more RPG's (Ruchnoi Protivotankovye Granatamy, also referred to as Rocket Propelled Grenade or Russian Powerful Gun) and/or one or more GMG's (General Machine Gun) and/or ammunition that belonged to the above mentioned arms, and/or mortars to Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- placed his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) at the disposal of the (armed) conflict and (subsequently) deliberately let them join in the fight with their (own) weapons and/or ammunition (being one or more AK-47's and/or one or more RPG's and/or one or more GMG's and/or one or more mortars) (obtained) from OTC and/or RTC, and/or
- threatened to dismiss or suspend (indefinitely) his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) if this/these staff member(s) refused to participate in the (armed) conflict and/or
- placed one (or more) helicopter(s) and/or (a) truck(s) and/or (a) (pick-up) truck(s), at least one or more vehicles, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, for the benefit of the transport of armed forces and/or weapons and/or ammunition and/or food and/or clothing and/or uniforms, at least goods for use by the (armed) conflict and/or combatants, and/or
- placed a RTC camp, in any case a (meeting) place, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- supplied and/or gave money and/or cigarettes and/or marihuana, at least (a) controlled drug(s) to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia, and/or
- given (an) instruction(s) and/or (an) order(s) with regard to the use of (heavy) weapons and/or battle methods to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia

(Article 8 Criminal Law in Wartime Act in conjunction with article 47 of the Penal Code)

More alternatively, as far as the above might or could not lead to a conviction:

that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P49] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present),

at (one) (or more) points in time in or around the year 2002, at least in the year 2001 and/or 2002, in Voinjama, at least in the neighborhood of Voinjama, at least in Lofa County, at least in Liberia, together and in conjunction with (an) other(s)

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or

that offense/those offenses (each time) involved rape and/or
that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or
that offense/those offenses (each time) involved acts of violence with united forces against one (or more)
person(s) or acts of violence against a dead, sick or wounded person,

which implies that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P49] and/or
(one or more) other(s) (person(s) who has/have remained unknown until the present), then and there
(each time)

contrary to international common law (in particular the common law ban on attacks carried out without
making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape
and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed
forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or
another cause) and/or
the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in a(n)
(non-international) armed conflict on the territory of Liberia

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or
cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more)
person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a)
civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put
out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment
and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid
member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time)
deliberately,

- aimed and/or fired at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down
arms and/or he/she who had been put out of action by imprisonment or another cause and/or as a
consequence of which the afore-mentioned civilian(s) and/or personnel of the armed forces that had laid
down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or
experienced (severe) bodily harm and/or
- raped (a) woman/women and/or (a) child/children and/or
- (subsequently) plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed
forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another
cause and/or (of) (members of) the armed forces;

whereby the defendant, together and in conjunction with (an) other(s), at least alone, in or around the
period from 1 January 1999 through 31 December 2002 in Buchanan and/or Monrovia and/or Voinjama
and/or (in) Lofa County and/or (elsewhere) in Liberia, deliberately provided the occasion and/or means
and/or information and/or then and there deliberately aided and abetted to commit that/those crime(s)

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or
director of Royal Timber Company, and/or his co-perpetrator(s), then and there (each time) intentionally
- sold or supplied (a load of) weapons, being one or more AK-47's (Automat Kalashnikov 47) and/or one
or more RPG's (Ruchnoi Protivotankovye Granatamy, also referred to as Rocket Propelled Grenade or
Russian Powerful Gun) and/or one or more GMG's (General Machine Gun) and/or ammunition that
belonged to the above mentioned arms, and/or mortars to Charles Taylor and/or the government of
Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- placed his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC)
and/or Royal Timber Company (RTC) at the disposal of the (armed) conflict and (subsequently)
deliberately let them join in the fight with their (own) weapons and/or ammunition (being one or more AK-

47's and/or one or more RPG's and/or one or more GMG's and/or one or more mortars) (obtained) from OTC and/or RTC, and/or

- threatened to dismiss or suspend (indefinitely) his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) if this/these staff member(s) refused to participate in the (armed) conflict and/or
- placed one (or more) helicopter(s) and/or (a) truck(s) and/or (a) (pick-up) truck(s), at least one or more vehicles, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, for the benefit of the transport of armed forces and/or weapons and/or ammunition and/or food and/or clothing and/or uniforms, at least goods for use by the (armed) conflict and/or combatants, and/or
- placed a RTC camp, in any case a (meeting) place, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- supplied and/or gave money and/or cigarettes and/or marihuana, at least (a) controlled drug(s) to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia, and/or
- given (an) instruction(s) and/or (an) order(s) with regard to the use of (heavy) weapons and/or battle methods to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia;

(Article 8 Criminal Law in Wartime Act in conjunction with article 48 of the Penal Code)

and/or

COUNT 2B

that [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P49] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present), being (among others) (a) staff member(s) of OTC and/or RTC, in each case (a) person(s) employed by and/or subordinate to the defendant,

at (one) (or more) points in time in or around the year 2002, at least in the year 2001 and/or 2002, in Voinjama, at least in the neighborhood of Voinjama, at least in Lofa County, at least in Liberia, together and in conjunction with (an) other(s), at least alone

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or

that offense/those offenses (each time) involved rape and/or

that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or

that offense/those offenses (each time) involved acts of violence with united forces against one (or more) person(s) or acts of violence against a dead, sick or wounded person,

which implies that [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P49] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present), being (among others) (a) staff member(s) of OTC and/or RTC, in each case (a) person(s) employed by and/or subordinate to the defendant, then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape

and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) and/or the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in a(n) (non-international) armed conflict on the territory of Liberia

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more) person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time) deliberately,

- aimed and/or fired at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or as a consequence of which the afore-mentioned civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or experienced (severe) bodily harm and/or
- raped (a) woman/women and/or (a) child/children and/or
- (subsequently) plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, in any case as executive of OTC and/or RTC, with regard to the above-mentioned attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, at (one) (or more) points in time in or around the year 2002, at least in the year 2001 and/or 2002, in Buchanan and/or Monrovia and/or Voinjama and/or(in) Lofa County and/or (elsewhere) in Liberia, repeatedly, at least one time (each time) intentionally allowed his subordinate(s) to commit this/these attacks, namely that he, the defendant did not take any or did not take sufficient measures in order to avoid the attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, and/or to punish the subordinates who were responsible for the attacks;

(Article 9 Criminal Law in Wartime Act)

COUNT 3A

that he, at (one) (or more) points in June 2002, at least in or around the period of 1 December 2001 through 30 June 2002, at least in the year 2001 and/or 2002, in Kolahun, at least in the neighborhood of Kolahun, at least in Lofa County, at least in Liberia, together and in conjunction with (an) other(s)

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or
that offense/those offenses (each time) involved rape and/or
that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or
that offense/those offenses (each time) involved acts of violence with united forces against one (or more)
person(s) or acts of violence against a dead, sick or wounded person,

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or
director of Royal Timber Company, and/or (one or more of) his co-perpetrator(s), being Charles Taylor
and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P8] and/or [P9] and/or [P10] and/or (one or
more) other(s) (person(s) who has/have remained unknown until the present), then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without
making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape
and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces
that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another
cause) and/or
the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in a(n)
(non-international) armed conflict on the territory of Liberia

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or
cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more)
person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a)
civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put
out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment
and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid
member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time)
deliberately,

- bombarded (at random) in (the) (town of) Kolahun (a) civilian(s) and/or personnel of the armed forces
that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another
cause) with grenades for a longer period of time, more specifically (one) (and a half) day, and/or
- aimed and/or fired (at random) at (one) (or more) civilian(s) and/or personnel of the armed forces that
had laid down arms and/or he/she who had been put out of action by imprisonment or another cause
and/or
- told (a) man (men) and/or (a) woman (women), at least (one) (or more) civilian(s) and/or personnel of
the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment
or another cause, to undress and (subsequently) to lie down on the floor and executed this/these
person(s) and/or
- set fire to (a) house(s) where (one) (or more) civilian(s) and/or personnel of the armed forces that had
laid down arms and/or he/she who had been put out of action by imprisonment or another cause
was/were still staying

as a consequence of which the afore-mentioned civilian(s) and/or personnel of the armed forces that had
laid down arms and/or he/she who had been put out of action by imprisonment or another cause died
and/or experienced (severe) bodily harm and/or

- raped (a) woman/women and/or (a) child/children and/or
- tortured two, at least one or more, man (men) by locking this/these man (men) into an attic and/or
(subsequently) setting fire to a bundle of pepper under this attic by which act this/these man (men)

threatened to suffocate, while from that offense death or severe bodily harm of the above mentioned man (men) could be feared, which offense at least included an inhuman treatment and/or
- plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces;

(Article 8 Criminal Law in Wartime Act)

alternatively, as far as the above might or could not lead to a conviction:

that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P8] and/or [P9] and/or [P10] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present),

at (one) (or more) points in June 2002, at least in or around the period of 1 December 2001 through 30 June 2002, at least in the year 2001 and/or 2002, in Kolahun, at least in the neighborhood of Kolahun, at least in Lofa County, at least in Liberia, together and in conjunction with (an) other(s)

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or

that offense/those offenses (each time) involved rape and/or

that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or

that offense/those offenses (each time) involved acts of violence with united forces against one (or more) person(s) or acts of violence against a dead, sick or wounded person,

which implies that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P8] and/or [P9] and/or [P10] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present), then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) and/or

the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in a(n) (non-international) armed conflict on the territory of Liberia

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more) person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time) deliberately,

- bombarded (at random) in (the) (town of) Kolahun (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) with grenades for a longer period of time, more specifically (one) (and a half) day, and/or
- aimed and/or fired (at random) at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or
- told (a) man (men) and/or (a) woman (women), at least (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause, to undress and (subsequently) to lie down on the floor and executed this/these person(s) and/or
- set fire to (a) house(s) where (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause was/were still staying

as a consequence of which the afore-mentioned civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or experienced (severe) bodily harm and/or

- raped (a) woman/women and/or (a) child/children and/or
- tortured two, at least one or more, man (men) by locking this/these man (men) into an attic and/or (subsequently) setting fire to a bundle of pepper under this attic by which act this/these man (men) threatened to suffocate, while from that offense death or severe bodily harm of the above mentioned man (men) could be feared, which offense at least included an inhuman treatment and/or
- plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces

the above-mentioned crime(s)

were deliberately abetted (each time) in or around the period from 1 January 1999 through 31 December 2002 in Buchanan and/or Monrovia and/or Kolahun and/or (in) Lofa County and/or (elsewhere) in Liberia

by the defendant, together or in conjunction with (an) other(s), at least alone, by means of gifts and/or promises and/or abuse of authority and/or violence and/or threat and/or deception and/or by providing the occasion and/or means and/or information,

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, and/or his co-perpetrator(s), then and there (each time) intentionally

- sold or supplied (a load of) weapons, being one or more AK-47's (Automat Kalashnikov 47) and/or one or more RPG's (Ruchnoi Protivotankovye Granatamy, also referred to as Rocket Propelled Grenade or Russian Powerful Gun) and/or one or more GMG's (General Machine Gun) and/or ammunition that belonged to the above mentioned arms, and/or mortars to Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- placed his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) at the disposal of the (armed) conflict and (subsequently) deliberately let them join in the fight with their (own) weapons and/or ammunition (being one or more AK-47's and/or one or more RPG's and/or one or more GMG's and/or one or more mortars) (obtained) from OTC and/or RTC, and/or
- threatened to dismiss or suspend (indefinitely) his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) if this/these staff member(s) refused to participate in the (armed) conflict and/or
- placed one (or more) helicopter(s) and/or (a) truck(s) and/or (a) (pick-up) truck(s), at least one or more vehicles, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, for the benefit of the transport of armed forces and/or weapons and/or ammunition and/or food and/or

clothing and/or uniforms, at least goods for use by the (armed) conflict and/or combatants, and/or

- placed a RTC camp, in any case a (meeting) place, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- supplied and/or gave money and/or cigarettes and/or marihuana, at least (a) controlled drug(s) to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia, and/or
- given (an) instruction(s) and/or (an) order(s) with regard to the use of (heavy) weapons and/or battle methods to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia, which instruction(s) or order(s) implied (among other matters) that "Kolahun needed to be swept clean" and/or words of similar meaning;

(Article 8 Criminal Law in Wartime Act in conjunction with article 47 of the Penal Code)

More alternatively, as far as the above might or could not lead to a conviction:

that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P8] and/or [P9] and/or [P10] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present),

at (one) (or more) points in June 2002, at least in or around the period of 1 December 2001 through 30 June 2002, at least in the year 2001 and/or 2002, in Kolahun, at least in the neighborhood of Kolahun, at least in Lofa County, at least in Liberia, together and in conjunction with (an) other(s)

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or

that offense/those offenses (each time) involved rape and/or

that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or

that offense/those offenses (each time) involved acts of violence with united forces against one (or more) person(s) or acts of violence against a dead, sick or wounded person,

which implies that Charles Taylor and/or [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P8] and/or [P9] and/or [P10] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present), then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) and/or

the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in a(n) (non-international) armed conflict on the territory of Liberia

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more) person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a)

civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time) deliberately,

- bombarded (at random) in (the) (town of) Kolahun (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) with grenades for a longer period of time, more specifically (one) (and a half) day, and/or
- aimed and/or fired (at random) at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or
- told (a) man (men) and/or (a) woman (women), at least (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause, to undress and (subsequently) to lie down on the floor and executed this/these person(s) and/or
- set fire to (a) house(s) where (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause was/were still staying

as a consequence of which the afore-mentioned civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or experienced (severe) bodily harm and/or

- raped (a) woman/women and/or (a) child/children and/or
- tortured two, at least one or more, man (men) by locking this/these man (men) into an attic and/or (subsequently) setting fire to a bundle of pepper under this attic by which act this/these man (men) threatened to suffocate, while from that offense death or severe bodily harm of the above mentioned man (men) could be feared, which offense at least included an inhuman treatment and/or
- plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces

whereby the defendant, together and in conjunction with (an) other(s), at least alone, in or around the period from 1 January 1999 through 31 December 2002 in Buchanan and/or Monrovia and/or Kolahun and/or (in) Lofa County and/or (elsewhere) in Liberia deliberately provided the occasion and/or means and/or information and/or then and there deliberately aided and abetted to commit that/those crime(s)

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, and/or his co-perpetrators then and there (each time) intentionally

- sold and/or supplied (a load of) weapons, being one or more AK-47's (Automat Kalashnikov 47) and/or one or more RPG's (Ruchnoi Protivotankovye Granatamy, also referred to as Rocket Propelled Grenade or Russian Powerful Gun) and/or one or more GMG's (General Machine Gun) and/or ammunition that belonged to the above mentioned arms, and/or mortars to Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- placed his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) at the disposal of the (armed) conflict and (subsequently) deliberately let them join in the fight with their (own) weapons and/or ammunition (being one or more AK-47's and/or one or more RPG's and/or one or more GMG's and/or one or more mortars) (obtained) from OTC and/or RTC, and/or
- threatened to dismiss or suspend (indefinitely) his/their (own) staff member(s) employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) if this/these staff

member(s) refused to participate in the (armed) conflict and/or

- placed one (or more) helicopter(s) and/or (a) truck(s) and/or (a) (pick-up) truck(s), at least one or more vehicles, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, for the benefit of the transport of armed forces and/or weapons and/or ammunition and/or food and/or clothing and/or uniforms, at least goods for use by the (armed) conflict and/or combatants, and/or
- placed a RTC camp, in any case a (meeting) place, at the disposal of Charles Taylor and/or the government of Liberia and/or (its) armed forces, at least to armed forces active in Liberia, and/or
- supplied and/or gave money and/or cigarettes and/or marihuana at least (a) controlled drug(s) to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia, and/or
- given (an) instruction(s) and/or (an) order(s) with regard to the use of (heavy) weapons and/or battle methods to the members of the armed forces of Charles Taylor and/or (of) (the government of) Liberia and/or to the staff members of OTC and/or RTC who were put at their disposal for the purpose of the conflict, at least to the armed forces active in Liberia, which instruction(s) or order(s) implied (among other matters) that "Kolahun needed to be swept clean" and/or words of similar meaning;

(Article 8 Criminal Law in Wartime Act in conjunction with article 47 of the Penal Code)

and/or

COUNT 3B

which implies that [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P8] and/or [P9] and/or [P10] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present), being (among others) (a) staff member(s) of OTC and/or RTC, in each case (a) person(s) employed by and/or subordinate to the defendant,

at (one) (or more) points in June 2002, at least in or around the period of 1 December 2001 through 30 June 2002, at least in the year 2001 and/or 2002, in Kolahun, at least in the neighborhood of Kolahun, at least in Lofa County, at least in Liberia, together and in conjunction with (an) other(s)

(each time) violated the laws and practices of war,

while from that offense/those offenses (each time) death or severe bodily harm of (an) other(s) was to be feared and/or

that offense/those offenses (each time) involved inhuman treatment and/or

that offense/those offenses (each time) involved looting and/or

while that offense/those offenses (each time) resulted in the death of (an) other(s) and/or

that offense/those offenses (each time) involved rape and/or

that offense/those offenses (each time) resulted in severe bodily harm of (an) other(s) and/or

that offense/those offenses (each time) involved acts of violence with united forces against one (or more) person(s) or acts of violence against a dead, sick or wounded person,

which implies that [P1] (alias [alias P1]) and/or [P2] and/or [P3] and/or [P8] and/or [P9] and/or [P10] and/or (one or more) other(s) (person(s) who has/have remained unknown until the present), being (among others) (a) staff member(s) of OTC and/or RTC, in each case (a) person(s) employed by and/or subordinate to the defendant, then and there (each time)

contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians) and/or torture and/or inhuman treatment and/or rape and/or looting and/or acts of violence with regard to (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another

cause) and/or

the stipulations set out in the "common" article 3 of the Geneva Conventions dated August 12, 1949,

as (a) member(s) of and/or participant(s) to, at least belonging to, one of the combating parties in a(n) (non-international) armed conflict on the territory of Liberia

(repeatedly) committed an attack on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape, and/or looting, with regard to (one) (or more) person(s) who were (at that time) not (no longer) directly participating in the hostilities (being (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause),

attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, which (among other matters) implied that the aforesaid member(s), at least the afore-mentioned person(s), together and in conjunction with others, (each time) deliberately,

- bombarded (at random) in (the) (town of) Kolahun (a) civilian(s) and/or personnel of the armed forces that had laid down arms and/or (a) person(s) who had been put out of action by imprisonment or another cause) with grenades for a longer period of time, more specifically (one) (and a half) day, and/or
- aimed and/or fired (at random) at (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or
- told (a) man (men) and/or (a) woman (women), at least (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause, to undress and (subsequently) to lie down on the floor and executed this/these person(s) and/or
- set fire to (a) house(s) where (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause was/were still staying

as a consequence of which the afore-mentioned civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause died and/or experienced (severe) bodily harm and/or

- raped (a) woman/women and/or (a) child/children and/or
- tortured two, at least one or more, man (men) by locking this/these man (men) into an attic and/or (subsequently) setting fire to a bundle of pepper under this attic by which act this/these man (men) threatened to suffocate, while from that offense death or severe bodily harm of the above mentioned man (men) could be feared, which offense at least included an inhuman treatment and/or
- plundered possessions of (one) (or more) civilian(s) and/or personnel of the armed forces that had laid down arms and/or he/she who had been put out of action by imprisonment or another cause and/or (of) (members of) the armed forces

which implies that he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, in any case as executive of OTC and/or RTC, with regard to the above-mentioned attack(s) on someone's life and/or physical violence, at least mutilation and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, at (one) (or more) points in time in or around June 2002, at least in the period from 1 December 2001 through 30 June 2002, at least in the year 2001 and/or 2002, in Buchanan and/or Monrovia and/or Kolahun and/or(in) Lofa County and/or (elsewhere) in Liberia, repeatedly, at least one time (each time) intentionally allowed his subordinate(s) to commit this/these attacks, namely that he, the defendant did not take any or did not take sufficient measures in order to avoid the attack(s) on someone's life and/or physical violence, at least mutilation

and/or cruel (inhuman) treatment and/or torture and/or rape and/or looting, and/or to punish the subordinates who were responsible for the attacks;

(Article 9 Criminal Law in Wartime Act)

COUNT 4

that he, in the period from 21 July 2001 through 8 May 2002, in Buchanan, Liberia, together and in conjunction with an other or others, at least alone,

two times, at least one or several times, being

- in or around the period from 10 November 2001 through 29 November 2001 and/or
- in or around the period from 28 February 2002 through 8 March 2002

contrary to the ban set out in article 2 of the Liberian Sanctions Regulations 2001, established pursuant to article 2 paragraph 2 of the Sanctions Act 1977,

which stipulates the ban on selling and/or supplying weapons and/or ammunition and/or military equipment and/or goods and/or armed or non-armed yards and/or spare parts and/or repairs and/or the maintenance thereof and/or military technology to natural persons and/or legal persons in Liberia, referred to in the Schedule to the Resolution on Imports and Exports of Strategic Goods

deliberately sold and/or supplied weapons and/or ammunition and/or military equipments and/or goods and/or armed or non-armed yards and/or spare parts and/or repairs and/or the maintenance thereof and/or military technology to one or more natural persons and/or legal person(s) in Liberia, referred to in the Schedule to the Resolution on Imports and Exports of Strategic Goods

in fact, he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, and/or (one) (or more of) his co-perpetrator(s), then and there, (each time) deliberately

sold and/or supplied (a load of) weapons, being one or more AK-47's (Automat Kalashnikov 47) and/or one or more RPG's (Ruchnoi Protivotankovye Granatamy, and/or Rocket Propelled Grenade and/or Russian Powerful Gun) mortars and/or one or more GMG's (General Machine Gun), at least weapons as referred to in article 2 of the Liberian Sanctions Regulations 2001 to Charles Taylor and/or his armed forces, at least to armed forces active in Liberia, and/or to the personnel employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) at least to (one) (or more) natural person(s) and/or legal person(s) in Liberia.

(Article 1 Economic Offenses Act in conjunction with article 2 of the Liberian Sanctions Regulations 2001)

COUNT 5

that he, in the period from 26 September 2002 through 7 May 2003, in Buchanan, Liberia, together and in conjunction with an other or others, at least alone,

two times, at least one or several times, being

- in or around the period from 15 December 2002 through 30 December 2002 and/or
- in or around the period from 25 April 2003 through 7 May 2003

contrary to the ban set out in article 2 of the Liberian Sanctions Regulations 2002, established pursuant to article 2 paragraph 2 of the Sanctions Act 1977,

which stipulates the ban on selling and/or supplying weapons and/or ammunition and/or military equipment and/or goods and/or armed or non-armed yards and/or spare parts and/or repairs and/or the maintenance thereof and/or military technology to natural persons and/or legal persons in Liberia, referred to in the Schedule to the Resolution on Imports and Exports of Strategic Goods

deliberately sold and/or supplied weapons and/or ammunition and/or military equipments and/or goods and/or armed or non-armed yards and/or spare parts and/or repairs and/or the maintenance thereof and/or military technology to one or more natural persons and/or legal person(s) in Liberia, referred to in the Schedule to the Resolution on Imports and Exports of Strategic Goods

in fact, he, the defendant, (as) president of Oriental Timber Company and/or owner and/or director of Royal Timber Company, and/or (one) (or more of) his co-perpetrator(s), then and there, (each time) deliberately

sold and/or supplied (a load of) weapons, being one or more AK-47's (Automat Kalashnikov 47) and/or one or more RPG's (Ruchnoi Protivotankovye Granatamy, and/or Rocket Propelled Grenade and/or Russian Powerful Gun) mortars and/or one or more GMG's (General Machine Gun), at least weapons as referred to in article 2 of the Liberian Sanctions Regulations 2001 to Charles Taylor and/or his armed forces, at least to armed forces active in Liberia, and/or to the personnel employed by the companies Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) at least to (one) (or more) natural person(s) and/or legal person(s) in Liberia.

(Article 1 Economic Offenses Act in conjunction with article 2 of the Liberian Sanctions Regulations 2002)

3. Plea contesting the validity of the writ of summons

The defense put forward the plea of partial nullity against the summons concerning the facts represented in counts 1A, 1B, 2A, 2B, 3A and 3B based on the stipulations set out in article 261 of the Code of Criminal Procedure, arguing that the place where and the point in time when the alleged offenses would have been committed have not sufficiently been defined. The defense particularly aims at the periods of time as referred to in the charges that are spread out over a number of years. Furthermore the locations as mentioned in the charges not only refer to specific cities, but also to counties and finally to the countries Liberia and Guinea.

The court dismisses this plea based on the following.

The purpose of the requirements concerning the indictment, as laid down in the two first paragraphs of article 261 of the Code of Criminal Procedure, among other matters is to make known to the defendant what charges are brought against him for the benefit of his defense. For the defendant there should be no lack of clarity regarding this issue.

In view of the above-mentioned purpose, the question whether the locations and periods of time mentioned in the charges can be considered to be sufficiently clear, also depends on the nature of the criminal offenses that the defendant has been charged with and the way they have been described in the indictment. In order to judge whether the charges provide the necessary clarity, we also need to consider the mutual relationship between the different parts of the indictment.

Regarding the offenses the defendant has been charged with and with reference to the principles explained in the above, the court holds the following opinion.

The author of the indictment accuses the defendant of having been involved in a certain number of wrongful actions in different degrees of participation, penalized under the Criminal Law in Wartime Act, which allegedly took place in a number of periods and on different locations. Seen the mutual relationship

between the descriptions of the facts, which according to the court represent a sufficient factual nature by means of the concreteness of the descriptions of the charges on the one hand, and the relevant indications of place and time relating to the situation of an armed conflict in Liberia and Guinea that took place over a longer period of time on the other hand, the court considers that a further description of time and place was not necessary.

The above argument of the court is also based on the fact that during the court hearing the defendant did not seem to lack clarity concerning the charges that were brought against him.

4. Plea contesting the entitlement of the Public Prosecution Service to proceedings

During the hearing the defense argued that the rights of the defense to a fair trial had been intentionally, systematically and irreparably violated by the prosecution. In carrying out its investigation the prosecution acted negligently, with prejudice and contrary to the principle of innocence presumption. Moreover, the way in which the investigation and the gathering of evidence were carried out made it impossible for the defense to test the legal basis and reliability of the investigation results. Therefore the defense is of the opinion that the court should bar the prosecution.

The court rejects this defense according to the following considerations.

The defense does not follow the standpoint of the defense that the prosecution carried out the inquiry with prejudice and contrary to the principle of innocence presumption. Although the investigation might not always have taken place in the way that was preferred by the defense, based on the case-file it can not be sustained that the prosecution was biased and would not have acted in the interest of arriving at the truth. On the contrary, the prosecution has made a substantial effort - be it or not at the request of the defense - to collect disculpatory evidence, by consulting various sources, executing numerous investigative activities and interviewed many independent witnesses as well as defense witnesses.

Different from the considerations at the first pro-forma hearing on 1 June 2005, at present the court refers to the opinion of the defense that the suspicion at the start of the investigation at the beginning of 2004 was founded on the Report of the Panel of Experts of the United Nations of 2002 and the Global Witness Report of 2003. This results especially from the official report dated 26 April 2004, in connection with the public prosecutor's demand dated 27 April 2004 for the authorization of tapping telecommunications. This change of perception however does not lead the court to believe that the defendant was mistakenly considered to be a suspect at the beginning of the inquiry. At that time the reports showed enough objective and factual circumstances that sustained the grounds for suspecting the defendant of having committed a criminal offense. Furthermore, knowing the reputation of the United Nations and Global Witness and the way in which they carried out their investigations, the public prosecution service did not need to verify the accuracy of those reports as to assumptions, contents, sources or conclusions. The fact remains that during the investigation new and different incriminating evidence was gathered against the defendant. Against that background the possible doubts that rose in the course of the inquiry as to the validity of those reports, did not lead to the judgment that there was not sufficient reason to suspect the defendant of having committed an indictable offense.

The court approves of the fact that in the interest of the investigation and the safety of confidants, questions about the actions of the Criminal Intelligence Unit (CIE) were denied in principle. However, from everything that has come forward about the CIE and the confidants, from statements of several witnesses for the prosecution and staff members of the investigation, the court concludes that the confidants only played a facilitating role in the investigation in Liberia. As it appears they were only involved in providing and accompanying the Liberian witnesses. In the opinion of the court the file provides an insufficient basis to sustain the view point of the defense that the confidants, among other matters by directly or indirectly paying an amount of money to the witnesses, had a decisive or unlawful influence on the realization of the statements of the witnesses for the prosecution. The defense has been

adequately compensated for the impossibility to question the exact way of the CIE's operations, as well as the confidants' backgrounds and actions. After all, the defense had and used every opportunity to question the witnesses for the prosecution about the contents of their testimonies and thus verifying the trustworthiness of their incriminating statements.

However, the fact that the backgrounds of the witnesses for the prosecution, their mutual relationships and their motives for making incriminating statements did not always become clear, did not largely obstruct the possibilities of the defense to verify the contents and reliability of those testimonies. It is possible that by this limited clarity the prosecution only partially met with the request of the court to provide a summary report of these witnesses, but the defense's interest was not infringed by this, because - as pointed out before - the defense was largely compensated for this lack of clarity.

The court rejects the defense's argument that it was not able to examine the witnesses [P11] and [P12], because the court did not use these statements as evidence. Likewise the court dismisses the plea regarding witness [P13] and Taylor, inasmuch as the examination of these witnesses appeared to be completely impossible.

Based on the above the court has not found any serious infringements of the principles of fair trial, causing a failure in the performance of the prosecution by purposefully neglecting the interests of the defendant in his right to a fair trial. For that reason the court dismisses the defense's plea to ban the prosecution.

5. Plea to exclude evidence

In discussing the plea contesting the entitlement of the public prosecution to proceedings, the court already considered that the way in which the inquiry and the gathering of evidence took place did not obstruct the defense's possibility to verify the legal basis and reliability of the investigation results. For that same reason, the court does not sustain the argument to exclude the collected investigative material from the evidence.

The court rejects the specific plea to exclude the evidence contained in the statements of witnesses [P14], [P15] and [P15a] and of the so-called "affidavits" that were submitted by witness [P12], because these statements have not served as evidence for this court.

6. Grounds for acquittal of the charges under counts 1, 2 and 3

With regard to the charges under 1, 2 and 3, based on the available evidence the court has not come to the conclusion that the defendant committed these offenses.

The court is of the opinion that the present evidence has demonstrated sufficiently that in February 2001 in Gueckedou in Guinea, in the year 2002 in Voinjama in Liberia and in the period from 1 December 2001 through 30 June 2002 in Kolahun, at least in the neighborhood of Kolahun, in Liberia during of a non-international conflict, contrary to international common law (in particular the common law ban on attacks carried out without making any distinction between soldiers or civilians, torture, inhuman treatment, rape, looting and acts of violence against civilians) and the stipulations set out in the stipulations set out in the common article 3 of the Geneva Conventions dated August 12, 1949, members of one of the combating parties acted as described in the charges of the indictment. Nevertheless the evidence has not convinced the court that the defendant committed these criminal acts, nor that he was co-perpetrator, abettor or an accomplice to these crimes and/or permitted (a) subordinate(s) to commit these crimes.

The evidence does not convince the court that the defendant was actually involved in, nor had the knowledge of the facts charged under 1, 2 and 3, inasmuch as many different and even contradictory

statements were recorded and written documents have not been able to give sufficient evidence to prove that involvement.

Based on the witness testimonies and written documents in the case-file, the indictable offenses as charged under 2 and 3 refer to a large number of events that took place at different times and places. Often the witness testimonies and written documents do not regard the same events. Anyway, according to the available evidence, the court has not been able to establish that the numerous testimonies and documents each time refer to the same events.

Furthermore the court has not found sufficient grounds for the actual involvement of the defendant in, and his knowledge of the facts as described by the victims and the perpetrators regarding the offenses charged under counts 1, 2 and 3. The fact that in a number of these events, security employees of Oriental Timber Company (OTC) and/or Royal Timber Company (RTC) were possibly involved, does not provide sufficient proof, because [P2] was both commander of the Armed Forces of Liberia and Director of the Security Department at OTC, and most of the time the security employees were former fighters of the National Patriotic Front of Liberia (NPFL), the former rebel group under the command of Charles Taylor. Therefore, based on the available evidence with regard to counts 1, 2 and 3, it can not be concluded with a reasonable degree of certainty whether these security employees participated in these facts by order of, with the consent of or with knowledge of the defendant.

The charge which the court will consider proven that the defendant together and in conjunction with another or others supplied weapons to Charles Taylor and/or his armed forces, in itself is not sufficient evidence to consider it proven that the defendant participated in committing one of the offenses charged under 1, 2 or 3. For that matter weapons can also be used for acts that are legally permitted or acts that cannot be included in the criminal offenses as charged under 1, 2 and 3.

For that reason the court will acquit the defendant of the charges under 1, 2 and 3, and because of this acquittal the pre-trial detention for these charges will have to be discontinued.

7. The evidence in relation to the charges under 4 and 5

The conviction that the defendant committed the proven facts is based on the facts and circumstances described in the following evidence, which lead the court to conclude that the charges have been proven.

1. the statement made by the defendant during the hearing of 24 April 2006, which includes - rendered concisely - :

I am a Dutch national. In 1986 I started in the logging business with my company TIMCO. TIMCO was later changed into Royal Timber Company (RTC). That must have been approximately in 1997 or 1998. The contracts for OTC were signed in 1999. I was president and sole shareholder of RTC. It is also true that I was president of Oriental Timber Corporation (OTC) until the closing down of the company in 2003. In fact I am still president of OTC. I had a 35% interest in the OTC shares.

[P1] is also called [alias P1]. He changed from RTC to OTC, where he became resident manager. Before he came to OTC, he was resident manager of RTC.

You ask me about the position of [P2]. Before OTC was established, I was in Indonesia where my OTC partners were operating. At that time I asked my Indonesian business partners how we should set up the security of OTC in Liberia. Security was a necessity. I then discussed this matter with Charles Taylor. I told him that we had to arrange for a number of armed security men. Taylor indicated that he did not want OTC to employ its own security guards and he said that he himself would arrange for armed security officers for OTC. Subsequently [P2], being the former chief of staff of the army, of the Navy Division, came to OTC for security, because the war had ended.

On 28 July 1999 the mobilization of OTC started by signing a contract. The agreement was that Charles Taylor would send people that would receive payment from OTC. So the intention was that former

fighters would be deployed and paid by OTC, because the government did not have money for that. [P2] also received payment from OTC. [P2] was both chief of staff of the NPA and director of security of OTC.

2. an official report of examination of the defendant on 21 April 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official report includes, among other matters - rendered concisely - the statements made on 18 April 2006 and 21 April 2006 by the defendant (EM-examinations, pages 844 - 880):

There is clearly a relationship between myself and OTC. OTC is a company that started in collaboration with my Indonesian partners. I officially own 35% of the shares of that company. OTC is a company that was founded to do logging. OTC was set up by myself and my Indonesian partners. We entered into a management contract with LFCD for the logging business in the LFCD concessions. I was involved with the FDA, documentation, everything that regarded the FDA. At a later date I introduced Mr. [P16] to several people, like the FDA, Ministry of Finance, etc.

You tell me that in my "explanation of operations [initials defendant]" I pointed out that I was involved in the takeover of the port. That was one or two months after signing the concession contract. I negotiated this contract concerning the port. That is when MDC was established. You ask me if I was further involved in setting up the port management. We were actually given the use of the port.

When you look at the different branches, there is the sales department, the plywood manager, [P17] the sales manager, he was in charge of selling the plywood and timber, [P2] was in charge of OTC security and [alias P1], [P1] was resident manager. These are just about the leading figures. You put it to me that [P2] has testified that "we worked together" and that I was his employer. That was actually true. When the security department did not have enough men, then he would come to me. If there were any problems, they came to me.

You ask me if [P1] ever came to me. He would come to me when matters had to be sorted out with the FDA, because that was his responsibility. I had known [P1] for some time, if he was at OTC he did his job, when I was in Monrovia and he was there too I would help him there. In fact he was my assistant and I was the one who recommended him to OTC. He was some sort of assistant to me, with the company I had before, MLTC, but also in relation to private issues. Here I am referring to matters I was dealing with myself. He was well acquainted with everybody that was in the government. If certain matters had to be dealt with at government level, he would go and see them.

You tell me that [P1] has stated that, with regard to the day-to-day business, I was only active one time in relation to the purchase of machines and such. That's correct.

You tell me that [P1] has stated as well that I would come to visit and look at the production. That's correct, I used to come and have a look. Among other matters I wanted to check whether the figures on paper coincided with the real situation, with regard to the payments that had to be made. I used to visit Buchanan once every two months. You ask me if I would also go to the port. When I was in Buchanan I would of course spend my time with Mr. [P16] and I would follow him, we would go to the port, to the log yard, we would look around everywhere.

Because of my familiarity with Liberia and my part in the acquisition of the concessions, it was logical to appoint me as president. I made payments on behalf of OTC, as advance payments, which I would claim back later on. These payments could relate to anything: operations, instructions we received to pay for certain things. I would disburse expenses and be compensated at a later date. You ask me why I did that. You could consider these to be public relations expenses. You ask me what you should imagine those public relations to be. All kinds of things. I was not the only one who did that, the company itself also did this through the finance department and Mr. [P16]. Payments had to be made, there were so many, smaller amounts to people with the authorities. When I was at home, there would be a whole bunch of people waiting at my door who had problems. Then I would verify whether the payments referred to private matters [defendant] or to OTC. It also related to senators, ministers, people that belonged to the Liberian society. You ask me if I had certain agreements with [P16] and [P18] with regard to the payments. There were certain directives. We knew who should receive payment and who should not. I had a kind of guideline for that, it was left up to me, sort of. You ask me if I had an agreement with [P16]

and [P18] that I would be the one to deal with these matters. [P16] did it himself, he had the same kind of problems I had. People would also come to him with requests.

You ask me if I had made other arrangements with [P16] and [P18] concerning OTC. No, apart from that I did not interfere with operations. I purchased some machines for myself, through OTC. Because OTC bought a larger quantity of machines, they would get a better price. Then I would ask them to buy machines for me. I bought 4 Komatsu's and 2 Mercedes trucks from OTC. These were used for RTC operations. The public prosecutor asks me when this took place. At one time I bought the four Komatsu's and another time I bought the Mercedes trucks. The Komatsu's were purchased in 2000/2001, the trucks around that same date.

You ask me if I can remember any names of persons I made payments to. There are so many people. Every day there were 20 or 30. I would make a selection, one part was for RTC, another for OTC and yet another for myself. So many people were working for the government. They were all paid poorly and they thought that they had to live according to a certain standard. They would go to the various business men and ask for a solution to their problems. You ask me when those problems resided under OTC. That was when it related to people who were involved in OTC operations. People that had to deal with OTC through their position. But also people that were in the Senate or in the House of Representatives. You ask me how I could know for sure who were the ones involved in OTC operations. I would draw up a list and sit down and discuss it with [P16]. You ask me if [P2] ever received PR payments. It concerned many people who worked at the ministries, semi-military persons who were commanders there, boys who found themselves in these kind of positions that gave them the possibility to bother people. In this framework I mention [P53] to you. [P19] was the aide-de-camp of the President. I have known [P19] for a long time. He was the one whom Taylor called when he wanted to see me. He was then asked to make an appointment with me. When I wanted to see Taylor it was more complicated. In that case, people like [P19] came in handy to be able to make an appointment with the President. Among other matters he received PR payments, because he used to do these sort of things. If I needed to see the President it would often concern OTC.

I did have contact with Taylor about OTC matters. Usually he asked me to come over. Mr. Taylor was the President of Liberia. If he needed anything he would call me. He had people ask for me when it concerned OTC, or RTC. You ask me why he wanted to speak to me when it regarded OTC matters. Because he knew me. He also knew [P16], I introduced him to the President. Sometimes he would ask me to come several times a month, but sometimes I would not hear from him for a number of months. Most of the time it had to do with financial requests. After we had concluded the OTC agreements and he was prepared to give concessions to OTC to make it a profitable company, we were asked to make an advance payment of \$ 5,000.000 for future taxes. Most of Taylor's instructions would be in relation to these \$ 5,000.000. So he would make all kinds of requests. Apart from that he asked us to send a number of tractors to his farm, or he said that he wanted a road, that he needed electricity and he would ask me if I could advance the money. He also simply asked for payments. You ask me if I went to see him by myself. Usually I went alone, but sometimes [P16] would accompany me and sometimes [alias P1]. [Alias P1] would not be present during the actual meeting. He could be present when it merely regarded a discussion about OTC or FDA operations, because in that case he had to follow up. You tell me that [alias P1] has stated that when it concerned OTC matters he would be present. Yes, when it concerned operational matters. When I say operational, I refer to the FDA, Ministry of Public Works and the Ministry of Finance. Those were the three departments that OTC had a relationship with.

Taylor did not have a financial interest in OTC, but in myself. When the contracts regarding OTC had been concluded, Taylor knew that I had not done this without a reason. He called for me and told me that it was understood that the Liberian government and OTC had an official tax relationship. The regular government budget was not sufficient and they would ask business men for financial aid. He would receive 50% of royalties I received from OTC. You ask me if I also purchased goods at the request of President Taylor, for instance for the benefit of road constructions, cement, spare parts for his machines, a car, money transfers to his wife, to the embassy, the famous transfer of \$ 500,000 for the helicopter. In order to comply with his requests I needed to travel, but I was on the travel ban list and therefore I could

run into trouble anywhere. For instance, up to three times Taylor wanted to withdraw the recognition of Taiwan in favor of the relationship with China. Subsequently we traveled to Thailand with a whole team where the father of [P16] had established contacts. The Minister of Foreign Affairs was there and myself. While we were in Thailand, the Taiwanese went to visit Taylor and succeeded in persuading him. We were then called back again. I also had to travel for the purchase of the helicopter. I traveled so much to arrange matters for him.

You put it to me that I have stated that I gave money to [P3] once. Yes, that was for the benefit of his staff, but sometimes also just for himself. You ask me what I mean by staff. When he was assigned at the White Flower, then that would be SSS staff. You tell me that according to my own calculations it was about \$ 17,000. That is quite possible.

Each year between 5 and 7 million was paid to the government; this concerned taxes, royalties and special funds.

The examining magistrate asks me if I ever took cash to Charles Taylor. No, not me. Taylor would say that he needed money. Then I would go to [P16] and he would write a check. This check would then be taken to Taylor by [alias P1] for example, and he would be asked to go and cash it at the bank. I do not know exactly how they did that. I suppose they would proceed by the intermediary of the Minister of Finance, because he would also hand out a receipt. I have seen these receipts. It has occurred that these regarded amounts of \$ 500,000 or \$ 700,000. Once a month sounds exaggerated, but it is possible. [P2] was already director of NPA security and Buchanan was also part of that. [P2], apart from being director of NPA security, was also former chief of staff of the Navy Division. In 1999 he was not operational, because there was no army. He was in charge of NPA security and OTC security was part of that. So the war started in 2000. The recruitment for the army never came about and for that reason Taylor fell back on his former fighters. Mr. [P2] was of course called back to his former position as commander of his former battalion.

You ask me if I was ever in the possession of a helicopter. That is correct. At the end of 1999/2000, in the capacity of OTC, we rented a helicopter. Its colors were white and blue. I estimate that Charles Taylor started to use that helicopter around February or March 2002. I still made payments to this company even after February or March 2002. But maybe also for the helicopter. You ask me if I ever tried to bring parties together during the time I spent in Liberia. The only thing we tried actually, in relation to the situation of the LURD and Liberia, which was actually a conflict between Guinea and Liberia, was to try and bring together Taylor and Conteh, the President of Guinea. This was arranged for by [P20] in collaboration with the EU. I never attended these visits. My task was the financial side of the contact between Taylor and [P20]. You ask me when this took place. This was in 2001/2002.

You tell me that on page 3638 it says: "message chief. Guinea. Spoke to [P20], he finalized his meeting with our neighbor and he has agreed on all fronts." That was recorded as a consequence of those meetings. [P20] himself had a contact who had a personal relationship with Conteh. The letter contains a list of wishes or a list of suggestions from Taylor in relation to the meeting with Conteh. At the time the border was closed, Taylor had expressed his wish to have the border controlled by joint forces in order to stop the importation of weapons. By 'our neighbor' he refers to Guinea. Mr. [P20] and his contact had a meeting with Conteh. You put it to me that they speak about the fact that Mr. [P21] of the EU is coming over. [P21] was some kind of director at the EU. The EU and Liberia did not have a very good relationship at the time. Mr. [P22] came and [P21] also came over several times. I talked to Mr. [P22]; the Foreign Affairs Minister of Liberia was also present at this meeting. The relationship between Liberia and the European Union has largely improved. The main issue was to reach peace between Liberia and Guinea. You ask me if I am aware of payments to [P20]. Yes. He had a 1 million dollar contract. He had already concluded that contract with the government. The examining magistrate asks me if he had a contract with the government and if I paid for it. I paid for it by another subtraction of taxes. I also took care of some expenses for [P22]. I believe I paid a ticket to Abidjan for him and maybe his food. I accompanied him. I went to Buchanan with him.

3. an official report of examination of the defendant on 03 May 2006, which includes - rendered concisely -:

They always spoke about [alias P1] and [alias P1] was referred to as general. When I met him in 1997, he was working for a friend of mine, who owned a communications company in Liberia, with radio systems. Because of his abilities to operate the radio I hired him. I appointed him as buyer and gradually he developed along with the company over time. He had lots of connections. Until 1995 he was director of all communications. I think that is the reason why he received the title of general. After 1995 he left the war and became director of private communications for Charles Taylor.

You ask me if the name [P23] rings a bell. We were supposed to get a new concession that belonged to [P23]. Star Timber was to start operations at that concession. She had contacts within the government. She would be able to arrange for that concession. We were in Northern Lofa where we were told to leave. We were looking for an alternative and then Taylor came up with Mrs. [P23].

You ask me if the name [P24] rings a bell. She is Taylor's daughter. You ask me why 60 out of the 500 shares of RTC were given to her. You tell me that it amounted to 12% of the shares. When we started to operate at the former Bomi Wood concession, people told us that the NPP of Taylor was the actual owner of that concession. It was common use in Liberia that the leading political party was the owner of a concession. The fact that those shares were made out in the name of [P24] probably had to do with the NPP. I already operated the former Bomi Wood concession before the war, which means before 1995. At a certain moment I said that I wanted to reactivate operations at that old concession. Then I was told that in the mean time that concession had come into possession of the National Patriotic Party. The NPP was to receive royalties from that so-called NPP concession. Consequently a dispute rose from this situation and it was said that I was appropriating that concession.

4. an official report of examination of the defendant on 04 May 2006, which includes - rendered concisely -:

You ask me if OTC had control over the port of Buchanan at the time of the first arrival of a ship for OTC, which - as you tell me - was approximately in October/November 1999. I assume that OTC already had control over the port at that time. That must have been somewhere in the year 1999 indeed. You ask me if OTC managed the port from the moment the rental contract between OTC and the port had entered into force. No, MDC managed the port for OTC, while the NPA held the ownership of the port. MDC was part of OTC. You ask me if MDC decided who was given access to the port. The people of OTC were the ones who came to work in the port. If they were not allowed inside the port, the port management, being MDC, would have been the one to have given those instructions. MDC decided who had access to the port. MDC managed the entire port operations. If anyone wanted to ship something, he would have to go and see MDC. The "handling" costs for the entrance and departure of vessels also had to be paid to MDC. It is correct that the forklift trucks were only permitted into the port if MDC had given its authorization. The Sea Police was stationed in the port for the security of the NPA; the Sea Police resorts under the NPA. The Sea Police was not OTC- security, but was assigned to the port together with OTC-security.

[Alias P1] was in charge of security at RTC; that was one of his duties as resident manager, but [P25] was director of RTC-security. The resident manager is a-jack-of-all-trades; he manages all matters in relation to the local situation. [Alias P1] knows [P2]. They come from the same organization, the army. The resident manager is to keep contact with the authorities, the FDA, the Ministry of Public Works, Ministry of Finance and he is in charge of documents. After I had made an appointment with the Minister of Public Works and [P16] that needed to be followed up, then [alias P1] would take care of it. He was not involved with regular operational activities.

Security matters also fell under the responsibilities of the resident manager. He was in charge of the coordination of security because of his relationship with the guys who worked at the security department.

If employees wanted to discuss labor issues they could go to [alias P1]. [Alias P1] would then discuss matters with the OTC staff, also called the Malaysians. In relation to coordination he was involved in all matters. [Alias P1] would for instance also take care of documentation to be issued by the Ministry of Labor. There was no power relationship between [alias P1] and [P2].

I had linked the payments to Taylor to the OTC-payments, that also included the payments for taxes and royalties. Half of the royalties I received from OTC would go to the 'special fund' of Taylor.

5. an official report of examination of the defendant on 28 April 2006, which includes - rendered concisely -:

You ask me how communications between OTC and Taylor took place. From the beginning, starting in July 1999 until the end of 2000, I took care of those communications. I always took [P16] along to see Taylor. It also happened that [P16] took [alias P1] along to Taylor when I was not there. If some business had to be discussed with Taylor on behalf of OTC, then [P16] and I were the ones who took care of that business. After approximately a year and a half [P16] went to Taylor by himself. He also did that because I used to be frequently absent.

6. an official report of a witness examination on 08 February 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official report includes, among other matters - rendered concisely - the statement made on 08 February 2006 by [P22] (EM-examinations, pages 357 through 395):

You ask me if I know that [P20] knows Mr. [defendant]. I know that for a fact. Mr. [P20] arranged visits for me to Togo, Senegal, Ivory Coast and other African countries. Mr. [P20] was consultant and he knew much about African countries. I asked him to sort out and arrange several things for me. I paid him to do so. You tell me that I just stated that I arranged my visit with Taylor in Togo. That's correct, I asked his permission. That was in May 2001. You read to me page 30 of the draft report of the FIOD, case file for the third pro-forma hearing, page 653. You put it to me that two letters were found in the computer files of Mr. [defendant]. CT310501. You tell me that in one of those letters it says: "[P20] is proposing to come to Liberia together with Mr. [P22], European President of the Joint Assembly of the CP / EU". I'm telling you that [P20] organized the practical aspects of my trip. [P20] probably knew [defendant] and asked him if he was able to arrange a meeting with the President.

7. an official report of a witness examination on 06 January 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official report includes, among other matters - rendered concisely - the statement made on 06 January 2006 by [P2] (EM-examinations, pages 201 through 216):

I know Mr. [defendant]. We used to work together, he was my employer. I was chief of security at OTC. I worked for OTC since their arrival until their departure, from the end of 1999 until somewhere in 2002. I discussed security matters with [defendant]. I used to discuss OTC security issues together with [P18] and [P16]. If there was an issue that we couldn't solve, then we would go and see Mr. [defendant]. I was also director of the NPA and of the Liberian Seaport Police. Furthermore I was commanding general in the army. I had control over all soldiers that were in the government army, the GOL. It was quite different from my job at OTC. I was employed at OTC as chief of security. You confront me with the statement made by [P10] and you tell me that he said that I was Chief of Staff at the Navy Division. That's correct.

I was also chief of the Seaport Police. There was an agreement that weapons were to be kept in the port of Buchanan. Before OTC took over the management of Buchanan port, the Seaport Police was in charge of security. They possessed arms. When OTC arrived, they took over the security of the port. The employees were transferred to them; OTC could not fire these people. So the weapons were already there and fell under my command. You tell me that I stated earlier that persons who started working for OTC were former soldiers. You ask me which war they fought in. The fought from 1990 till 1994.

[P3] was advisor at OTC-security. He gave advise to the management and to the chief of security. There was a certain distribution of wages, I think he received approximately \$ 1200, a little more than myself. The advisor is some kind of consultant, that is why he was paid a higher salary.

8. an official report of a witness examination on 07 January 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official report includes, among other matters - rendered concisely - the statement made on 07 January 2006 by [P1] (EM-examinations, pages 217 through 239):

I know [defendant]. I call him Mr. [defendant]. I was one of his employees. I started working for him on 11 February 1997, that was for his company named TIMCO. I was in charge of 'procurement', the logistics department. I was not the chief, but I was assigned to work at the procurement department. In 1999 I started working for OTC. I was employed as resident manager. I was responsible for the relationship between the employees, including the foreign employees. In case the management had to leave the country, the resident manager would remain on his post, it is a Liberian position. I was not directly involved with security, but indirectly I was, since I was the one who was responsible for the personnel. From 1991 until 1996 I worked for Charles Taylor as communications officer. After 1996 peace was established and I ceased working for Taylor and switched over to the private sector. The chief of security at OTC was [P2]. My nickname is [alias P1].

It is a fact that the people who were in charge of the security in the port before that time, the NPA, already possessed arms. Before MDC took over control of the port, the NPA had supervision over the security and management of the port. They had their own security employees. When MDC took over the port, MDC became responsible for paying the salaries of the security workers. They had to continue paying salaries to security and other employees. The contract that these employees had with the NPA remained in force; they were still employed by the NPA. Their names were added to the list of OTC security employees. They would receive their salaries from the OTC management. This contract construction only applied to security personnel in the port, these employees were taken over from the NPA. The remaining security personnel had a direct contract with OTC.

I know [P3]. He was director of the special security of Charles Taylor. I was sometimes present at the meetings between Mr. [defendant] and Taylor. When it concerned OTC, I was present. It was about different matters. OTC was the one but largest company in Liberia. I do not recall exactly what it was about, but I do know it was mainly about OTC business. If it concerned OTC business, I used to be present at the meetings together with him. Counselor Weski asks me when I used to accompany Mr. [defendant]. I accompanied him when he attended special meetings or events. When Mr. [defendant] went to the Executive Mansion or White Flower, I would go there with him. If he came to Buchanan and wanted to visit a concession, then I would accompany him. That was my responsibility. The examining magistrate asks why it was my responsibility. It was part of my duties as resident manager. He needs to be familiar with the day-to-day business of the company. He can eventually become general manager or deputy general manager if he had to replace these persons, so he should be aware of all company issues.

[P2] was chief of security, as well as frontline commander and division commander. He held so many positions. He was still director of the NPA and had also been hired as chief of OTC security. Moreover he was the owner of a private security company.

I used to earn \$ 1500,- a month as OTC resident manager. They also gave me a house, and every week I received food, electricity and a vehicle. Myself and two of my family members could receive free medical care.

9. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 10 April 2005, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 10 April 2005 before these investigating officers of [P26] (1st Pro Forma, part IV-1, pages 124 through 126):

[Defendant] was a protégé of Charles Taylor. [Defendant] was indeed a business man, but his affairs were entangled with Charles Taylor's policy.

10. an official report of a witness examination on 09 January 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official report includes, among other matters - rendered concisely - the statement made on 09 January 2006 by [P19] (EM-examinations, pages 253 through 264):

In 1992 I started as aide-de-camp of President Taylor. In 2001/2002 I became commander of the ATU. In 2003 I became aide-de-camp once more, until the President left again; during the last two years of his presidency. I was with President Taylor day and night. The President had personal interests in the company and gave orders for the security of the company. At that time OTC was the only large company, with the largest investments in Liberia. For that reason he personally wanted to make sure that Liberia would profit from this. It is true that Taylor named OTC his pepper-bush. President Taylor said: "I want to be involved with the organization of the security personnel and I will instruct someone to take care of it." [P2] became chief of security at OTC. I was present at the meeting when President Taylor appointed him as director of OTC security.

11. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 11 August 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 11 August 2004 before these investigating officers of [P27] (1st Pro Forma, part IV-1, pages 127 through 133):

[Defendant] was the president of OTC, he was the figurehead and the brain behind OTC. He was also addressed as president by all employees and people from outside the company. People would also talk about him as president. Sometimes it would not be clear which president they were talking about, [defendant] of OTC or Taylor of Liberia. [Defendant] was OTC and OTC was [defendant]. They are inextricably bound up with each other.

12. an official report of a witness examination on 02 March 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official report includes, among other matters - rendered concisely - the statement made on 02 March 2006 by [P28] (EM-examinations, pages 524 through 535):

[P2] was chief of security at OTC. He was also deputy commanding general of the Liberian army. He was under the command of [P3]. [P1] was RTC's resident manager. He was commanding general in the NPFL. Consequently both directors were people from a military background.

13. the statement made by the defendant during the hearing of 28 April 2006, which includes - rendered concisely - :

You confront me with the statement made in front of the examining magistrate on 02 March 2006 by [P28]. [P28] was Minister of Labor. In order to get working permits for foreign employees I had to pay 75 dollar to the Ministry of Labor and 75 dollar to [P28] himself. At the question whether this does not look like corruption, I answer that I do not contradict this observation.

14. an official report of a witness examination on 24 March 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official report includes, among other matters - rendered concisely - the statement made on 24 March 2006 by [P29] (EM-examinations, pages 701 through 710):

You ask me how [defendant] was involved in OTC. [Defendant] was the overall manager. [Defendant] was the boss. You ask me how I know that. I worked for OTC, so I should know who was the 'big boss'.

15. a written document, being a copy in the English language of the so-called 'Forest Management Agreement' between 'Liberia Forest Development Corporation and Oriental Timber Corporation' dated 28 July 1999, which includes - rendered concisely - (Supplement 4th Pro Forma, file 9, pages 301 through 313):

Dated July 28th, 1999

Liberia Forest Development Corporation and Oriental Timber Corporation
Forest Management Agreement

Whereas the Owner is desirous of appointing the Manager to operate, manage, control, exploit and administer concession areas A, B and C upon the terms and conditions hereinafter contained.

Concession areas

Area A: Grand Bassa, Rivercess, Nimba, Sinoe and Grand Gedeh Counties

Area B: Sinoe, Grand Kru, Maryland and Grand Gedeh Counties

Area C: Sinoe County

In witness whereof, the parties hereto have hereunto executed this Agreement on the day and year first above written.

Signed by [defendant]

For and on behalf of Liberia Forest Development Corporation

Signed by [P16]

For and on behalf of Oriental Timber Corporation

16. a written document, being a copy in the English language of the so-called 'Minutes of Organization meeting of Oriental Timber Corporation' dated 20 September 1999, which includes - rendered concisely - (1st Pro Forma, Part IV-2, pages 667 - 671):

The following persons were appointed as initial Directors of the Corporation to serve until the first annual meeting of the shareholders or until their successors are elected:

a) Mr. [P16]

b) Mr. [P30]

c) Mr. [P31]

d) Mr. [P32]

e) Mr. [defendant]

f) Mrs. [P33]

g) Mrs. [P34]

Name	Title
Mr. [P16]	Chairman
Mr. [defendant]	President
Mr. [P30]	Treasurer
Counselor [P35]	Secretary

The Chairman [P16], and the President [defendant], are hereby authorized to open and maintain bank account(s) on behalf of the Corporation with banks or other financial institutions within and/or outside the republic of Liberia.

17. a written document, being a copy in the English language of 'BYLAWS OF ORIENTAL TIMBER CORPORATION' dated 20 September 1999, which includes - rendered concisely - (submitted to the court by means of a letter dated 9 March 2006 from counselor I.N. Weski to Judge Van Rossum, attachment "A-statements part 1", "A18 OTC Bylaws"):

6.07 President. The President shall be the chief executive officer of the Corporation. In the absence of the Chairman, he shall preside at all meetings of the shareholders and the Board of Directors. He shall have general and active management of the business and affairs of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried out into effect. He shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time to time delegate.

18. a written document, being a copy in the English language of the 'Memorandum of Understanding' dated 25 May 1999, which includes - rendered concisely - (1st Pro Forma, Part IV-3, pages 715 through 716):

THIS MEMORANDUM OF UNDERSTANDING is entered (...) this 25th day of May, A.D. 1999, by and between the Government of the Republic of Liberia (...) and [P36]

Whereas [P36], a Hong Kong resident, is desirous of investing in various business ventures in the Republic of Liberia including forestry, hotel and port management;
(...) NPA on behalf of GOL, also agrees that the Port of Buchanan and related facilities shall be offered for lease to [P36] on terms and conditions to be agreed upon by the parties.

Approved: [signature]
Dakpanah Dr. Charles G. Taylor
President of the Republic of Liberia

19. a written document, being a copy in the English language of the so-called 'agreement' which includes - rendered concisely - (4th Pro Forma, file 9, pages 318 through 320):

This agreement is made and entered into as of the 4th day of December A.D. 2000, by and between the Tribal Authority of Bopulu Chiefdom and Royal Timber Corporation and Malaysian-Liberian Timber Corporation represented by its Authorized Officer, [defendant], hereby, witnesseth
WHEREAS, Royal Timber Corporation ("RTC") is holder of a valid and existing forestry concession from the Government of the Republic of Liberia through the Forestry Development Authority ("FDA") under the provisions of which, RTC was given the exclusive right to enter and exploit forest located in Lower Lofa County; (...).

20. a written document, being a copy in the English language of the 'Agreement of the shareholders of Royal Timber Corporation' signed by [defendant] and [P23], dated 10 September 2002, which includes - rendered concisely - (1st Pro Forma, Part IV-3, page 1059):

This shareholders agreement is made and entered into this 10th day of September, A.D. 2002, by and between [defendant] and [P23], both of whom are the registered shareholders of all of the authorized and issued shares of stock of Royal Timber Corporation.

2.1 All of the authorized shares of stock of Star will be issued to two corporate entities which are to be created as special purpose corporations under Liberian laws. One such corporation, to be referred to herein as Company "A" will be owned by [initials P23], and the other such corporation, to be referred to herein as Company "B" will be owned by [initials defendant]. Company "A" will legally and beneficially own Fifty-Five (55%) Percent of the authorized and issued shares of stock of Star; and Company "B" will legally and beneficially own Forty-Five (45%) Percent of the authorized shares of stock of Star.

5.1 In return for the exclusivity granted to Company "B" for the financing, management and operation of Star, Company "B" guarantees Company "A" a minimum annual royalty payment from Star of Five Hundred Thousand (US\$500,000.00) UNITED STATES DOLLARS, ("the Royalty"). These payments shall be made throughout the duration of the operations of Star's timber concession.

21. a written document, being a copy in the English language of a 'certificate' not dated and signed by 'Secretary' and 'President', which includes - rendered concisely - (1st Pro Forma, Part IV-3, page 1086):

ROYAL TIMBER CORPORATION
INCORPORATED UNDER THE LAWS OF THE REPUBLIC OF LIBERIA
COMMON STOCK

THIS CERTIFIES that [defendant] is the registered holder of five hundred (500) shares of fully paid and non-assessable Common Stock, without par value, of ROYAL TIMBER CORPORATION, (...) IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the seal of the Corporation.

22. a written document, being a copy in the English language of an 'endorsement' dated 23 February 1999, which includes - rendered concisely - (1st Pro Forma, Part IV-3, page 1087):

'For value received, I hereby sell, assign and transfer unto (please print or typewrite name and address of assignee)

[P24 (daughter of Taylor)] (60) sixty shares (...)

of the Capital Stock of Royal Timber Corporation represented by the affixed Certificate, and do hereby irrevocably constitute and appoint the Secretary of the Corporation, my Attorney with full power to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

23. a document, being an official report of the FIOD-ECD/Northeast, no. 31651 dated 24 January 2006, legally drawn up by the competent investigating officer. This official report includes - rendered concisely - the report of this investigating officer (4th Pro Forma, file 4, pages 1207 through 1282):

3.1.2.2. In business matters regarding RTC

In the file named: "020828.DOC" it appears that the defendant together with Charles Taylor was owner of RTC. This file includes the following paragraph:

"...Mr. President, please let this issue not spoil our friendship as it is not worth it, whatever you want to do I agree as you are the boss, but we have a good company....."

Several other files show that Charles Taylor was in all probability co-shareholder of RTC.

On the one hand this concerns a file named: "RTC-OTC.WK4". This file shows that Charles Taylor and the defendant each owned 50% of the shares of RTC. Furthermore it shows that RTC possessed 60% of the shares of the Malaysian Liberian Timber Corporation (MLTC).

"CT 50% RTC 50% [initials defendant]
DSY 40% MLTC 60% RTC"

On the other hand the aforesaid share ownership structure also results from the next file, named: "CT020823.DOC":

"....At this time RTC started to operate as a company and you and I agreed that since we were working 50-50 on the OTC royalties, we should do the same in the RTC operation....."

That Charles Taylor's relationship as a shareholder of RTC was not merely based on the friendship between the defendant and Charles Taylor, but that Charles Taylor also wanted to reap the financial benefits of this relationship, became clear from a file named: "081299.doc", addressed to [P38]:

"....Because of reasons we both know, we have certainly not got close to our target that you have projected and this makes everything very difficult and expensive and we make no profit. I have quite a big problem with the Chief as he does not understand why he does not receive for his share. I have already paid \$ 60 - \$ 70,000 but this is of course not as expected...."

In the end Charles Taylor and the defendant set up a new agreement. In a file addressed to [P37] named: "020927.DOC", the defendant mentioned the following:

"....Anyhow, I have now concluded with the Chief and I have come up with a new agreement,....
....This is the good side, the bad side is that we are paying a minimum royalty of 500,000 USD per year whether we make the 50,000 or not...."

3.1.2.3. In a business like atmosphere, in relation to OTC:

Besides being involved in the activities of RTC, the defendant was also involved in the activities of OTC.

As far as the question is concerned to what extent Charles Taylor had commercial interests in OTC, the file named: "081099.doc", addressed to [P38], shows the following picture:

"....As far as we are concerned, we now have a company United Holding Corporation which is a 35% shareholder in LFDC (The concession owner) OTC (The operating company), the shares in UHC are owned by you, me and CT."

It is highly probable that this shows that Charles Taylor was a shareholder of OTC through the United Holding Company.

This is confirmed in the previously mentioned file named: "RTC-OTC.WK4". In that file, the legal entity "Pal corp" is mentioned as a 35% shareholder of OTC. The shares of "Pal corp" were distributed as follows: 33,34% in the hands of [P38] and 66,66% in the hands of RTC:

"LOTG 65% OTC 35% Pal Corp
DSY 33,34% Pal corp 66,66% RTC"

In view of the joint venture agreement dated 28-07-1999 between OTC, Liberia Oriental Timber Limited and United Holding Company, which shows that United Holding Company acquired 35% of the OTC shares, most probably United Holding Company took the place of "Pal corp".

This distribution of shares is confirmed by way of the file named: "CT020823.DOC", in which the defendant wrote the following with respect to the distribution of the royalties that were received from OTC:

"....At this time RTC started to operate as a company and you and I agreed that since we were working 50-50 on the OTC royalties, we should do the same in the RTC operation...."

The fact that this relationship between the defendant and Charles Taylor through OTC was not strictly based on friendship either, but that it also was supposed to yield a return, appears from various files. As a matter of fact, the defendant wrote the following in a file named: "260100.doc1", which was addressed to [P16]:

"....Also Chief has already asked me when we receive the funds for the January production as I need to make some payments for him...."

And in a file named: "091700.doc2", also addressed to [P16]:

"Royalties

Have you made arrangement for the transfer for June as the chief is behind me for it."

It appears from various files that the defendant was regularly put under pressure by Charles Taylor to receive royalties or advance payments from OTC. For instance, this became apparent in the file named: "010118.doc":

"Royalties:

....Anyhow, he said that he cannot wait any longer and that I have to transfer immediately for him the amount of US\$ 200,000 to the Liberian Embassy in Brussels, Belgium."

"....As specified please send out of the royalty amounts US\$ 200,000 for Chief to the account I will transmit to you tomorrow indicated and the balance US\$ 175,000 to my account at Ecobank.

....Please [P16] try to arrange this for me as the Chief is behind me every day...."

And in the file named: "010702.doc", also addressed to [P16]:

"....Meanwhile the funds of \$ 500,000 from Natura have still not reached my account and I do not know what to tell our man again, till now I have been giving various excuses but I have run out and do not know what else to tell him. If I tell him the real reason that I have not yet received the funds from [P16], he will go through the ceiling. Please let me know what you are doing or have done and I will try to solve the problem as soon as possible. Call me urgently in Monrovia or let me know where I can reach you. Please take this very serious as you know our man in these matters.

I am also enclosing the OTC/RTC statement, as of today is to receive \$ 675,000 and again I am also pressured by him, please make arrangement that this amount is paid as soon as possible so that we are again up to date. If we wait so long the amount keeps increasing and more difficult to collect...."

And furthermore in the file named: "010726.doc", also addressed to [P16]:

"....It is very important that you make the payment of the royalties due as per my last statement urgently as I need that to cover the balance due and to pay the commitments made to the lobbying people....

....[P16] please make sure we talk to each other tomorrow as the pressure on me is too high from our friend. He wants to know why it is difficult to be in time with the arrangements, he knows that we have produced and shipped and does not know why we are delaying but then of course puts everything in my lap and tells me to pay in advance and to collect when it comes but I cannot anymore. I am now out over 500,000 USD and still bills are unpaid. Please make sure that the payment is done and if possible please add the July money in it as well since the month is already nearly over in order to get some air...."

3.2.3. RTC by means of OTC:

In the file named: "CT020823.DOC", which is addressed to Charles Taylor, the defendant described himself as the person who had brought OTC to Liberia:

"OTC

I was able to convince [P38] to join me in setting up a logging company in Liberia and the results are OTC which is now a company which has invested more than 10 million dollars in Liberia and has employed several thousand Liberians...."

RTC had received concession rights for logging in large parts of Liberia. Subsequently, these rights were transferred to OTC.

This becomes apparent in the file named: "060499.doc", addressed to [P16]:

"....RTC has been allocated additional forest areas, in area C we were allocated another 1.4 million acres in that area and a little over 600.000 acres in the area where we flew the last time when we came from the President's farm. However during our last conversation you indicated that we would prefer more acres in the C area and to reduce the other side. I have therefore asked to make again some changes and we will get some more acres in area C and probably we will be able to hold the assigned acreage on the other side...."

....The new concession agreement has already been made and should be signed by all parties today. The signatories to the agreement are the same as the first RTC agreement. I wanted them to go ahead with the signing as we can always make amendments in the near future for metes and bounds and other specific items...."

From the statement of [P16] dated 20 September 2005, it appeared that OTC employed their own security people. The size of the security and the directors of this security are mentioned in the file named: "SECURITY.WK4":

"Director of security Hon. [P2]"

"Advisor to Director Ho. [P3]"

"General Supervisor [P39]"

"Administrator [P40]"

5 supervisors and 51 security guards in total.

3.2.3.2. Various activities of the defendant in relation to OTC:

Furthermore, examination of the confiscated files shows that the defendant has performed various activities within the scope of OTC's business operations, such as the following:

* Assisting during the receipt of the machines for OTC:

This becomes apparent in the file named: "1023199.doc", addressed to [P38]:

"....I have been very busy with OTC as we have discharged the second ship with 118 pieces of equipment and 79 containers. The president went to Buchanan to see the equipment when it was discharged and he has been very co-operative and has instructed everybody to work close with us and to do everything possible to make this venture a success...."

* Arranging new concession rights for OTC:

This becomes apparent in the file named: "260100.doc", addressed to [P16]:

"Additional 1.6 million acres for OTC:

"We are preparing the flight plan for the survey flights over this area, we will keep you informed of the results but in the meantime I will negotiate with the President as if we are taking it. [P18] has asked me about an area below us which lays along the Cestos River and which I have suggested to you several times before. The area belongs to [P41] and I will ask the Boss what can be done...."

* Supervising the relationship with the Forest Development Authority:

This becomes apparent in the file named: "020200.doc", addressed to [P16]:

"....We have promised the FDA that in spite of our five million tax credit, we would be paying them about 15% of what we are due in FDA taxes in cash. This was proposed as we know that they will need funds to operate and if we do not pay anything then they will not be able to function. We have produced already more than 105,000 cbm which means we should be paying them now about \$ 150,000 but I think if we send them now \$ 100,000 they will be very happy. Please reply to this matter urgently, the boss has been asking me about this already several times...."

* Supervising the day to day business within OTC:

Among others, this becomes apparent in the files named: "[P18].doc" and "2GM120200.doc", addressed to [P18], which mentions the meeting in which, among other matters, the following points would have to be discussed:

"[P18] meeting

....Our operation looks like an unorganized machine, we need to streamline our operations....

1 Professional assistance to managers including [P18] and [P42]

15 Security to be improved and obtain uniforms, additional staff and vehicles

18 Soon all hell will break loose as we are doing nothing as it is supposed to be, if I and [alias P1] are leaving everything will be open for trouble.

48 [P43] accounting...."

"...Please John, have your camp managers send you these details with immediate effect as I will need this information during my meetings with the Chairman in order to decide whether more power saw operators, yellow machine operators or machines and trucks are required to maximise our production..."

* Searching for and buying and/or renting operating assets for OTC:

This becomes apparent in the files named: "Pickup's.doc" and "071900i.doc", addressed to [P31] and the files named: "081800.doc" and "083100.doc1", addressed to [P1]:

"....We have purchased 6 Mitsubishi pickup's from Holland for OTC, the vessel is leaving in 5 days and we need to send urgently the funds in order to take delivery and deliver the vehicles to the port in time. Please transfer the amount of US\$ 108,000 (one hundred and eight thousand) to the same account as the US\$ 25,000 for the helicopter...."

"....As you are aware we have hired a helicopter for survey purposes from a company in Poland, there were a lot of delays before the helicopter finally arrived in Monrovia but we have agreed that the starting date for operations is June 26th 2000...."

"...The 2 containers with 4 Mitsubishi pick up's came, 3 for OTC and 1 for FDA..."

"....[P16] has instructed [P18] to collect the pick up's but I think he wants to use them for the bush operations and give 2 of the Tata Jeeps to [P2] and Dr [P44] instead...."

* Maintaining contact with Charles Taylor:

This becomes apparent in paragraph 3.2.1. concerning the special privileges and, among others, in the file named: "260100.doc1" addressed to [P16], in which the defendant asks [P16] when his father will be coming so that the defendant can arrange for a meeting with Charles Taylor:

"....[P18] is still telling me that your father is coming to Liberia in the beginning of next month. I have asked him to confirm this as that is very important for me to know in order to make the necessary program with the Chief and to plan my travel plans...."

The fact that [P54] was in Liberia shortly after that becomes apparent in the following files named: "# 72.doc" and "# 73.doc":

2000-139 / F&B charges trip Abidjan collection Chairman \$ 200

2000-135 / Var. PR visit Mansion CT with Chairman \$ 300

2000-138 / Var. PR & exp. Airport Chairman \$ 100

2000-141 / Var. PR & exp. Airport Chairman \$ 160

And in the file named: "[P54] 0704.doc" dated 7 April 2000 and addressed to [P54]:

"...I also met with President Taylor before I left and he has asked me to talk to you on some matters and if there is any progress on the issue of your last visit...."

3.2.4.3. Assistance from OTC with respect to activities of RTC:

Through examination of the confiscated files it becomes apparent that:

* RTC most probably was allowed to use fuel from OTC:

This becomes apparent in the file named: "080100.doc3" addressed to [P16]:

"....For RTC, I understand that production has started and that they are not doing bad, they might finish the fuel left with LPRC before my return. Can you please assist them and supply them from our Buchanan stock so that I do not have to purchase at the high rate from Monrovia. Thank you in advance..."

* RTC has bought machinery and tools from OTC:

This becomes apparent in, among others, the files named: "[P38]~1.DOC" addressed to [P38], "CT020823.DOC" addressed to Charles Taylor and "010718.doc" addressed to [P16]:

"...They still owe me about USD 400,000 after deducing the equipment that I took against my account as there was no money..."

"....I received about 4 million but from this about 1.7 million went to purchase equipment and fuel from OTC and was deducted from my royalties..."

"...I send you our last financial statement up to the end of June, this statement only reflects the outstanding from the period till the end of February as well as the royalties due RTC up to the end of June minus the payment for the equipment and the trucks. I have not made the statement yet for the period of February till now for funds spent by me on account OTC but I will do that later...."

* RTC had the maintenance of the machinery etc. done by staff of OTC:

This becomes apparent in the files named: "021023.DOC" addressed to [P1] and "020927.DOC" addressed to [P37]:

"....They are going to bring four 85 SS machines down from Zwedru to OTC for service and repairs. Please see to it that [P16] is this time not upset and [.....] must stay with them to see what they are doing and learn so that he can do it the next time..."

"...We need to have all our machines in good working condition and we need some additional trucking capacity.

[P16] has agreed that I can bring the 85 SS for service to Buchanan provided we supply the spare parts if they do not have them. I am also trying to see if he can service the Mercedes trucks for us too..."

* OTC had goods transported to Liberia for RTC with the ship the Antarctic Mariner

This becomes apparent in the file named: "081800.doc" addressed to [P1]:

"Buchanan

The vessel must be discharged by now, make sure we have all documents in order with the customs people so that we will not have any problems later. Our 4 Komatsu 85 SS are also there and we should clear them under OTC as we will make a lease purchase agreement with them."

24. a document, being a file drawn up by the defendant in the English language, named "CT020827.DOC", as an attachment to the afore mentioned official report of the FIOD-ECD/ Noordoost, nr. 31651, containing - rendered concisely - (4th Pro Forma, document file 4, page 1482):

I was so hurt and felt so bad that my friend and President would say this about me and make me look bad to everybody around him who used to respect me. I thought that our relationship was so strong that this could never have happened, not after all what we have gone through and what we were able to accomplish together. I thought that if there was something that bothered you or that I had done wrong you would have waited for me to come home and to tell me directly.

I have never done anything that I thought could have hurt you as my relationship with you goes further than President alone, we are friends and I cannot let you down ever. When have I not done or tried to do what you have asked me. Every time you ask me to do something I try and I go and I never asked you for any compensation for my expense as everybody else.

25. the testimony given by the defendant during the court hearing of 4 May 2006, containing - rendered concisely -:

You read to me my letter to Charles Taylor (4th Pro Forma, document file 4, page 1482). I already testified about this letter. I never sent this letter to Charles Taylor, as far as I can remember. I am almost 100% sure that I did not send this letter.

You say to me that this letter is saved in my computer as CT020827 and you ask me whether this letter is dated 27 August 2002. That is possible, I do not know. In the file I also see letters in which I placed the date at the end.

26. a document containing notes drawn up by the defendant in the English language, with the heading 'Explanation [initials of defendant] operations # 1', undated, containing - rendered concisely - (attachment 15 of the documents that were produced by mr. Weski, during the court hearing of 17 March 2006, attached to the official report of that court hearing):

Liberia may be a country with a democratically elected president, but like everywhere else in Africa, the democracy is still far away and people have to deal with some sort of dictatorship; one can choose to operate under such a system, or to quit. If a war breaks out now and the existing governments do not have the financial resources to bear the costs of that war, the pressure on the business world increases every day. If money is needed, the government will do anything possible to raise the necessary funds. The large industrials are especially put under pressure.

First of all, my relationship with President Taylor. There are two inner circles. Then there is a second inner circle, and those are the more important businessmen who do have a direct relationship with him, although this is mostly on a financial basis. They are summoned when financial matters have to be discussed. Of course, this group is regularly in touch with the President, but it is always a business like contact.

27. the testimony given by the defendant during the court hearing of 24 April 2006, containing - rendered concisely -:

I belonged to the inner circle 2, being the business men who were in touch with Taylor.
I knew there was one ship of OTC.

28. the official report of examination of a passport, dated 06 April 2005, drawn up in the legal form by an authorized investigating officer. This official report includes, among other matters, - rendered concisely - the report of this investigating officer (1st Pro Forma, Part 1, pages 137 through 142):

Search of domicile and/or residence [defendant] in Paris:

On 18 March 2005, after [defendant] was arrested, a search of the domicile and/or residence of [defendant] took place in Paris. During this search, the diplomatic passport [number], issued by the authorities of Liberia, was confiscated. This passport was issued to [defendant], born in [place of birth] on [date of birth], on 10 May 2001. The passport is valid until 9 May 2003.

Extension validity passport:

The validity of the passport was extended by way of a stamp from the Liberian Embassy in Abidjan, Ivory Coast, on 13 May 2003, extended until 13 May 2006.

29. the testimony given by the defendant during the court session of 4 May 2006, containing - rendered concisely -:

You ask me whether it was forbidden to import weapons in Liberia in 2001, 2002 and 2003. Yes, that was the case, at the time I had already heard that there was a UN weapon embargo. As a matter of fact I also knew then that I was under a travel ban.

30. an official report of a witness examination on 06 January 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official reports includes, among other matters - rendered concisely - the testimony given on 06 January 2006 by [P2] (EM Witness Statements, pages 201 through 216):

I have seen weapons in White Flower. That is the house of Charles Taylor. The weapons that came in were stored in White Flower, or the Executive Mansion.

31. an official report of a witness examination on 09 March 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official reports includes, among other matters - rendered concisely - the testimony given on 09 March 2006 by [P16] (EM Witness Statements, pages 622 through 638):

The name of my company was Oriental Timber Corporation, OTC. I was the owner of OTC. I owned two ships: the Pacific Mariner and the Antarctic Mariner. The Antarctic Mariner came to Buchanan about three times per year.

32. an official report of a witness examination on 06 May 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official reports includes, among other matters - rendered concisely - the testimony given on 06 May 2006 by [P2] (EM Witness Statements, pages: not numbered):

I am the president of the company called Serway Shipping. This company was only established in 2000. Before that, the name was Global Star Shipping Company. I was an employee there as well. My function was that of general manager. In 1999 I went into business with [P16]. We discussed to which port the goods could be shipped. We decided it would be Buchanan.

[P16] decided what goods would be shipped to Liberia. The Antarctic Mariner was one of the ships which were maintained by our management. Between 2000 and 2003 we used the ship to transport goods to Liberia and Asia. I received the goods that had to be transported from [P16]. Whenever [P16] did not have time, he asked me to get in touch with [P18]. With [P18] I also discussed the goods that had been ordered by [P16].

33. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 21 August 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 21

August 2004 before these investigating officers by [P45] (1st Pro Forma, Part IV-1, pages 188 through 191):

From 1999 until 2003 I worked for OTC as a security employee. I have seen that weapons were brought into the port of Buchanan by a ship named the Antarctic Mariner. I do not remember exactly when this happened. In any case, I have seen that the ship brought in weapons at the beginning of 2003. The ship came in about two to three times per year. Also in the year 2002, the Antarctic Mariner came in two or three times.

I know that weapons were on board of the Antarctic Mariner. As a matter of fact, I have been on board myself. I saw wooden crates on the ship. The crates were loaded onto trucks and jeeps. One of the crates remained behind and it contained weapons. These weapons were distributed among us. I know that the trucks went to Monrovia since colleagues of the security escorted the trucks. Later I heard from them that the weapons were taken to the Executive Mansion directly. In the crate that stayed behind I saw AK-47 rifles.

34. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 20 August 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 20 August 2004 before these investigating officers by [P46] (1st Pro Forma, Part IV-1, pages 184 through 187):

I have worked as a security officer for OTC from the arrival of the company in Liberia until the closing down of the company. The Antarctic Mariner came in twice every year. I know that in 2002, the Antarctic Mariner came to the port of Buchanan twice. I know that the second time was towards the end of the year. In 2002 I saw the ship both times. That second time I did not go to the ship, I have not seen any weapons. However, from friends within the OTC-security I heard that weapons had been brought in. Once I saw weapons that had come from the Antarctic Mariner. Twice I saw that a container was hauled from the Antarctic Mariner. Security from the Executive Mansion was present, this was the SSS. I know that the container was brought over to the Executive Mansion in Monrovia. The time that the container was brought over, [alias P1] went to Monrovia a few days later to pick up weapons. For this reason I know that the Antarctic Mariner had delivered weapons.

35. a document, being a copy of an OTC payroll in the English language, including - rendered concisely - (handed over by mr. I.N. Weski to the court by way of a letter dated 9 March 2006 to mr. Van Rossum, attachment "A-testimonies part 2, "OTC1, Payroll OTC all dept"):

ORIENTAL TIMBER CORPORATION
SECURITY DEPARTMENT

Sl.	Name	Position	Basic pay US\$	Yrs. of service	Benefit US\$
7	[P46]	supervisor	180	3	540

36. a document, being a copy of an OTC payroll in the English language, including - rendered concisely - (handed over by mr. I.N. Weski to the court by way of a letter dated 9 March 2006 to mr. Van Rossum, attachment "A-testimonies part 2, "OTC2, Payroll security"/2nd Pro Forma, document file 2, page 588):

Oriental Timber Corporation
Buchanan, Grand Bassa County
Security Department/Administrative staff

#	Name	Position	Date employed	Time of service
11	[P46]	Supervisor	Nov. 1, 1999	3 years/6 months

37. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 23 November 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 23 November 2004 before these investigating officers by P6] (1st Pro Forma, Part IV-1, pages 204 through 208):

From 1999 through 2002 I was employed by RTC Security.

The deliveries arrived twice a year. The first delivery was at the beginning of the year and the last at the end of the year. From 2000 until 2003 I was present at every weapon delivery. The last time was at the beginning of 2003. So in 2003 there was only one weapon delivery. The weapons arrived at the port of Buchanan. When the trucks had been loaded, we took them to the different front lines. However, we always had to pass by White Flower, the residence of Charles Taylor.

38. an official report of a witness examination on 13 January 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official reports includes, among other matters - rendered concisely - the testimony given on 13 January 2006 by [P6] (EM Witness Statements, pages 306 through 319):

You say that I just stated that I had to pick up weapons in the port of Buchanan. You ask me when was the first time that I did that. That was in 2000. I cannot give you the exact date. It was my first time there, it was the month of May or June. I did see a ship in the port. If I am not wrong, the name of that ship was the Antarctic Mariner. Three times in total I escorted crates from the ship. In 2000, 2001 and 2002. Every year we did this twice. 6 times in three years in total. There was only one ship. That was the Antarctic Mariner.

39. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 22 November 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 22 November 2004 before these investigating officers by [P9] (1st Pro Forma, Part IV-1, pages 192 through 197):

During the period 1999-2000 I had a position with RTC security as an ATU-member.

I had to pick up weapons and ammunition in the port of Buchanan. This was somewhere in April 2000. I have seen that in the port of Buchanan a crate was opened which contained AK-47's. One of every type of crate was opened. Other crates contained RPG's and heavier machine rifles.

I picked up weapons in Buchanan more often. Twice every year the weapons arrived, in April and in October.

40. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 26 June 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 26 June 2004 before these investigating officers by [P26] (1st Pro Forma, Part IV-1, pages 111 through 114):

I worked as a reporter at the Executive Mansion, with Charles Taylor. I started there in 1995 and I have worked there until 2000. I have seen that ships with weapons entered the port of Buchanan. I have seen weapons being discharged from the ships. I traveled with the President in his entourage. We went to Buchanan with empty trucks and on the way back these trucks were loaded with AK-47's, etc. The weapons were sent to Monrovia.

41. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 10 April 2004, legally drawn up by the competent investigating officers.

This report includes, among other matters - rendered concisely - the testimony given on 10 April 2004 before these investigating officers by [P26] (1st Pro Forma, Part IV-1, pages 124 through 126):

In February of 2002 I visited OTC in Buchanan. I saw weapons then in Buchanan, I saw them in The Loop. When we went to Buchanan, we did so in a large convoy. On the way over there the cars were empty. I have seen for myself that cars left Buchanan after a while, loaded with weapons. For instance, I saw pick-up trucks that were loaded with RPG's and AK-47's.

42. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 20 September 2005, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 20 September 2005, before these investigating officers by [P10] (3rd Pro Forma, document file 1, pages 143 through 148):

From the end of 1999 until approximately May 2003 I worked as a security guard for OTC. The Antarctic Mariner arrived twice a year. The ship always arrived at the beginning and at the end of the year. The last time the ship arrived was when the company was at the point of closing down. I do not remember exactly when this happened, I think in April/May 2003. Every time the ship arrived it brought weapons. I have seen that myself. The containers that I saw open always contained the same types of weapons, i.e. RPG's and AK-47 rifles. Every time weapons were taken to The Loop for OTC, but many also went to Monrovia for the "national duty" which had to be fulfilled in the country. The ATU escorted the weapon transports to Monrovia; sometimes together with us.

43. an official report of a witness examination on 02 March 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official reports includes, among other matters - rendered concisely - the testimony given on 02 March 2006 by [P10] (EM Witness Statements, pages 576 through 587):

Sometimes we took the weapons to the Executive Mansion and sometimes also to White Flower.

44. a document, being a copy of an OTC payroll in the English language, including - rendered concisely - (handed over by mr. I.N. Weski to the court by way of a letter dated 9 March 2006 to mr. Van Rossum, attachment "A-testimonies part 2, "OTC1, Payroll OTC all dept"):

ORIENTAL TIMBER CORPORATION
SECURITY DEPARTMENT

Sl.	Name	Position	Basic pay US\$	Yrs. of service	Benefit US\$
124	[P10]	Guard	80 3	240	

45. a document, being a copy of an OTC payroll in the English language, including - rendered concisely - (handed over by mr. I.N. Weski to the court by way of a letter dated 9 March 2006 to mr. Van Rossum attachment "A-testimonies part 2, "OTC2, Payroll security"/2nd Pro Forma, document file 2, page 591):

Oriental Timber Corporation
Buchanan, Grand Bassa County
Security Department/Administrative staff

#	Name	Position	Date employed	Time of service
93	[P10]	Security Guard	Nov. 1, 1999	3 years/5 months

46. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 25 November 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 25 November 2004 before these investigating officers by [P5] (1st Pro Forma, Part IV-1, pages 224 through 228):

I have been employed by RTC as a security officer. I worked there from December 1999 until May 2003. OTC brought weapons to Liberia illegally. The weapons arrived in the port of Buchanan. After that, the weapons were taken to Monrovia, to the house of Charles Taylor, named White Flower. Several times I was present at the distribution of the weapons. OTC brought these weapons into the country in exchange for wood at a low price. Once I was present at a weapon delivery in the port of Buchanan. I think this must have been in May or October, I do not know which year. You ask me how I knew these were weapons that were distributed in White Flower. In White Flower I have seen crates on which was written what was inside them. For instance, AK-47 was written on the crates. We also opened those crates to verify their contents. It was then that I saw AK-47 machine rifles and RPG's. The weapon transports happened secretly since the international community had imposed a weapon embargo on Liberia. The weapons were brought in by [defendant].

47. an official report of a witness examination on 01 March 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official reports includes, among other matters - rendered concisely - the testimony given on 01 March 2006 by [P5] (EM Witness Statements, pages 560 through 575):

The transport of weapons to Buchanan was a deal between the government and [defendant]. You ask me how I know this. I was part of the system.

48. an official report of a witness examination on 04 March 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official reports includes, among other matters - rendered concisely - the testimony given on 04 March 2006 by [P47] (EM Witness Statements, pages 605 through 606):

I have worked for OTC. This was during two different periods. The first period was from 2000 until 2001. At that time I worked on a contract basis at the construction of OTC's plywood factory. My activities also included loading and unloading the ships. During the second period I worked as a security guard for OTC. That was from 2002 until 2003.

At the time I worked there, the OTC-ship arrived, I have seen that. That is the ship called Antarctic Mariner. I do remember which year I was working on the Antarctic Mariner. That was in 2001. We also unloaded weapons. Only one time I saw for myself that weapons were discharged from the ship. You ask me whether I have seen what happened to the weapons that were unloaded from the ship. They were distributed among the soldiers. I witnessed that. Those were our government soldiers. It was some sort of a mix: there were rebels and there were soldiers and they were all together.

49. a document, being a copy of an OTC payroll in the English language, including - rendered concisely - (handed over by mr. I.N. Weski to the court by way of a letter dated 9 March 2006 to mr. Van Rossum attachment "A-testimonies part 2, "OTC1, Payroll OTC all dept"):

ORIENTAL TIMBER CORPORATION
SECURITY DEPARTMENT

Sl.	Name	Position	Basic pay US\$	Yrs. of service	Benefit US\$
57	[P47]	Guard	80 3 240		

50. a document, being a copy of an OTC payroll in the English language, including - rendered concisely - (handed over by mr. I.N. Weski to the court by way of a letter dated 9 March 2006 to mr. Van Rossum, attachment "A-testimonies part 2, "OTC2, Payroll security"/2nd Pro Forma, document file 2, page 592):

The following security guards were recruited but no status is known.

17 [P47]

51. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 12 August 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 12 August 2004, before these investigating officers by [P48] (1st Pro Forma, Part IV-1, pages 134 through 138):

My first job with OTC was as a security guard. I was appointed to protect the port of Buchanan. I was hired in September 1999. In 2001 and 2002, the Antarctic Mariner came twice.

The ship was here in December 2002 as well. This time it also carried weapons on board; actually there were always weapons in the shipments. At this particular delivery I saw various types of weapons: AK-47's and RPG's.

Also in 2003 the Antarctic Mariner came to Buchanan. The Antarctic Mariner also carried weapons then. I think this was around the month of May.

52. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 20 November 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 20 November 2004 before these investigating officers by [P49] (1st Pro Forma, Part IV-1, pages 214 through 217):

I worked for OTC-security from 1 November 1999 until 28 July 2003. Every year the Antarctic Mariner came twice. In 2001, the Antarctic Mariner came to the port for the second time, in November/December. I am sure about the second time in 2001 because it was two or three weeks before Christmas.

In 2002, the Antarctic Mariner also came to the port twice. I think that was in 2002, the Antarctic Mariner came around March for the first time and the second time was again towards the end of the year, around November, I think. I am sure that the second time was at the end of the year because the Antarctic Mariner also carried all sorts of goods that we could buy for Christmas. Every time the Antarctic Mariner arrived, there were weapons on board. The weapons were packed in crates and containers. I have seen that it was written down on the crates that they carried weapons. For instance "ak47 rifle was written on the crate.

At the second time in 2002, I was on board at a certain moment, I was assigned on the ship. I saw weapons in the hold, because the hatch was opened. The weapons were loaded onto trucks. Subsequently, the trucks went to the Executive Mansion in Monrovia. The members of the SSS of the Executive Mansion escorted the trucks. The weapons that were brought in by the Antarctic Mariner were for the government, but part of the shipment also was for the security of OTC. We, the security people, got several weapons from [P2]. Among others, we got AK-47's, RPG's and GMG's.

53. an official report of a witness examination on 03 March 2006, drawn up and signed by the examining magistrate in charge of criminal proceedings at this court and the clerk of the court. This official reports includes, among other matters - rendered concisely - the testimony given on 03 March 2006 by [P49] (EM Witness Statements, pages 588 through 604):

OTC owned a ship named the Antarctic Mariner. The weapons came in on this ship. The ship came in twice a year. The first time in the year the ship came in was always in January / February / March and the

second time was in October / November / December.
The weapons were transported to Monrovia.

54. a document, being a copy of an OTC payroll in the English language, including - rendered concisely - (handed over by mr. I.N. Weski to the court by way of a letter dated 9 March 2006 to mr. Van Rossum, attachment "A-testimonies part 2, "OTC1, Payroll OTC all dept"):

ORIENTAL TIMBER CORPORATION
SECURITY DEPARTMENT

Sl.	Name	Position	Basic pay US\$	Yrs. of service	Benefit US\$
60	[P49]	Guard	80 3	240	

55. a document, being a copy of an OTC payroll in the English language, including - rendered concisely - (2nd Pro Forma, document file 2, page 578):

OTC
Security - New Recruitment

Sl.	Name	Basic pay US\$	# of days	Amount US\$
21	[P49]	100.00	14	47,00

56. a document, being a copy of an OTC payroll in the English language, including - rendered concisely - (handed over by mr. I.N. Weski to the court by way of a letter dated 9 March 2006 to Mr. Van Rossum, attachment "A-testimonies part 2, "OTC2, Payroll security"/2nd Pro Forma, document file 2, page 589):

Oriental Timber Corporation
Buchanan, Grand Bassa County
Security Department/Administrative staff

#	Name	Position	Date employed	Time of service
41	[P49]	Security guard	March 1, 2000	3 years/1 month

57. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 15 August 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 15 August 2004 before these investigating officers by [P4] (1st Pro Forma, Part IV-1, pages 148 through 157):

From 1 November 1999 until 28 July 2003, I was employed by OTC as a security guard. In March 2001, I saw for the first time that weapons were delivered by the Antarctic Mariner in the port of Buchanan. As a matter of fact, that year the Antarctic Mariner came twice to the port of Buchanan. Every time the Antarctic Mariner came in, two holds had been used for weapons. Every time the Antarctic Mariner came in, AK-47's, RPG's and GMG's were brought in. After every delivery, the weapons were transported by trucks to the Executive Mansion of Charles Taylor. From there, the weapons were distributed among the different army units. In 2001, the Antarctic Mariner came one more time, that was in November. I also saw weapons then. I saw the same weapons then. These weapons were taken to the Executive Mansion as well. I escorted the transport to Monrovia. In 2002, the Antarctic Mariner came twice, one time in February and the other time in December. The first time in 2002, I saw weapons again.

In December 2002, the Antarctic Mariner arrived in the port of Buchanan again. This time the same types of weapons were delivered, being AK-47's, RPG's and GMG's. The weapons from the December 2002 delivery were supplied to the army of Charles Taylor.

58. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 25 June 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 25 June 2004 before these investigating officers by [P50] (1st Pro Forma, Part IV-1, pages 92 through 100):

I joined the Liberian army in 1971. In 1997, after the elections, I became assistant Chief of Staff, G3. In 2000, I became Commanding General of the armed forces of Liberia. My rank was Brigadier General. I know about the weapon smuggling on the ships of OTC. This even happened during the period that the UN weapon embargo was in force. [Defendant] arranged everything. All the ships that entered the port of Buchanan came for OTC. OTC was the boss in the port. I even saw trucks loaded with crates - which I recognized as being crates for weapons - drive to White Flower. There was a large white house behind White Flower where the weapons were kept. In the port of Buchanan AK-47's and RPG's were brought in.

59. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 09 April 2005, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 09 April 2005 before these investigating officers by [P50] (1st Pro Forma, Part IV-1, pages 101 through 105):

Twice or three times, I saw for myself that weapons were brought into the port of Buchanan by ship. Once this happened when the battle with the LURD in Lofa County broke out. That must have been in the years 2000 and 2001. I have seen AK-47's being unloaded from a ship in the port of Buchanan. I also saw RPG's being unloaded.

60. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 19 August 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 19 August 2004 before these investigating officers by [P51] (1st Pro Forma, Part IV-1, pages 180 through 183):

From mid 2000 until the closing down of the company in 2003, I was employed by OTC. I started with OTC as a driver of large trucks and I held this job for two years. I worked in Buchanan and I distributed parts, at all the places where OTC was present. I worked as a truck driver until the end of 2002. The second weapon delivery took place at the end of 2001. The shipment came in with the Antarctic Mariner. I did not see any weapons because the container was closed. Later, I heard from a friend of mine, named [P55], the container carried weapons. [P55] was working as an ATU-soldier.

61. an official report of a witness examination by the National Police Agency (KLPD), National Criminal Investigation Department, dated 13 August 2004, legally drawn up by the competent investigating officers. This report includes, among other matters - rendered concisely - the testimony given on 13 August 2004 before these investigating officers by [P29] (1st Pro Forma, Part IV-1, pages 144 through 147):

From January 2001 through May 2003, I worked as a forklift driver for OTC. I assisted at the unloading of a ship named the Antarctic Mariner. I know that weapons were delivered then because I have felt them. I have felt RPG's. Besides the RPG's I also saw, in May 2002, during unloading, AK-47's. I saw them inside the ship. The AK-47's were packed in crates. One could see the AK-47's sticking out. The AK-47's were wrapped, but I recognized them by their form.

In 2002, the Antarctic Mariner came in twice. The second time was in December 2002. In December 2002, I assisted at the unloading of the Antarctic Mariner. In December, I saw the same types of weapons as in May 2002. There were AK-47's which were not packed in crates but they were packed in tarpaulin. When we moved them we could feel by their form that these were AK-47's.

In April 2003 there was another weapon delivery by the Antarctic Mariner. I was present at the time.

62. a document, being a copy of the logbook of the Antarctic Mariner, in the English language, including - rendered concisely - (closing file, document file 7, pages 1949 through 1954):

Voyage of Antarctic Mariner

(from the logbook surrendered by [P31] of Serway Shipping Co)

date place

2000.04.18 to 2000.04.26	Buchanan
2000.08.12 to 2000.08.29	Buchanan
2001.01.02 to 2001.01.12	Buchanan
2001.06.21 to 2001.07.14	Buchanan
2001.11.11 to 2001.11.29	Buchanan
2002.02.28 to 2002.03.07	Buchanan
2002.08.14 to 2002.08.23	Buchanan
2002.12.15 to 2002.12.29	Buchanan
2003.04.21 to 2002.05.14	Buchanan

62. a document, being a copy of a summary, in the English language, of ship movements of the National Port Authority in Buchanan - rendered concisely - (2nd Pro Forma, document file 2, pages 642 through 660):

National Port Authority

Ship movements

Port of Buchanan

Month of March, April, June 2000

Nr. of order ship's name/type berthing

8.	Antarctic Mariner	18th, 11.36
11.	Antarctic Mariner	27th, 12.50

Month of July, Aug, Sept 2000

14.	Antarctic Mariner	12th, 10.54
17.	Antarctic Mariner	29th, 18.00

Month of Jan, Feb, March 2001

1.	Antarctic Mariner	2nd, 16.45
2.	Antarctic Mariner	12th, 07.50

Month of May, June, July 2001

13.	Antarctic Mariner	21st, 08.30
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Month of July, Aug, Sept 2001

1.	Antarctic Mariner	14th, 11.55
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Month of Sept, Oct, Nov, Dec 2001

10. Antarctic Mariner 11th, 09.00

13. Antarctic Mariner 29th, 16.40

Month of Feb, Mar, April 2002

2. Antarctic Mariner 28th, 09.42

5. Antarctic Mariner 8th, 15.06

Month of July, Aug, Sept, Oct, Nov, Dec 2002

10. Antarctic Mariner 14th, 009.00

12. Antarctic Mariner 23rd

Month of Dec 2002

1. Antarctic Mariner 15th, 14.42

11. Antarctic Mariner 31st, 07.25

Month of March, April, May 2003

17. Antarctic Mariner 25th, 10.00

30. Antarctic Mariner 14th, 17.20

The above mentioned pieces of evidence - also in separate parts - have only been used with respect to the offense or offenses to which they apparently are related. As far as documents have been used, this has happened in relation to other pieces of evidence which are related to the same offense or offenses.

8. Assessment of the evidence with respect to counts 4 and 5

The relationship between the defendant and Charles Taylor.

There was a close financial relationship, through the ties with OTC and RTC, between the defendant and the former President of Liberia, Charles Taylor. The defendant has testified before the examining magistrate that Charles Taylor had stipulated that the defendant would transfer 50% of the royalties that the defendant would receive from OTC to him, Charles Taylor.

Equally, the personal ties between OTC, the company of which the defendant was president and persons who worked or used to work for the Liberian government, represented by Charles Taylor, were close. This is apparent from a number of testimonies, among which the testimony of [P2], [P1], defendant and [P28]. On the one hand, [P2] worked for Charles Taylor, as a high ranking officer in the Liberian Armed Forces, as Director of the National Port Authority (NPA) and the Liberian Sea Port Police, and on the other hand as Chief of Security for OTC. This last fact is confirmed through a testimony of [P19], the aide-de-camp of Charles Taylor, in which he states that the background of this appointment was actually the protection of the business interest of Charles Taylor in OTC.

In addition, the court draws this conclusion by reference of testimonies from [P2] and [P1] and a file that was found on one of the computers and usb-memory sticks that were seized from the defendant. It appears that [P3] was not only Chief of Special Security of Charles Taylor, but he also performed the function of consultant for OTC-security. The defendant has stated that he has paid [P3] and his staff of Special Security Services (SSS) several times. Furthermore, the afore mentioned testimonies include that [P1] worked for Charles Taylor at first. Later, [P1] started to work for the defendant, both at OTC and RTC. At both companies [P1] was 'resident manager'. According to the statement of the defendant before the examining magistrate, [P1] was called in whenever something had to be arranged at government level, because he had the contacts. The statement rendered by [P1] fits in the picture that the defendant draws here. [P1] states that he is familiar with the day to day business of OTC, because that was inherent to his position as resident manager. Quite often, he accompanied the defendant when the latter had to

speak to Charles Taylor on special occasions.

[P2] and [P1] are referred to as top ranking officials of OTC by the defendant, and in addition they appear to have close ties with Charles Taylor.

The fact that Charles Taylor regarded OTC as an extremely important investment becomes apparent from the following. Through various steps, in which the defendant played an important role, OTC got large areas from Charles Taylor, as concessions, for the exploration of logging companies. OTC also got the management of the port of Buchanan, after Charles Taylor's approval. The defendant states that the management of the port of Buchanan was taken over by Marine Development Corporation (MDC), a subsidiary of OTC. The defendant stated during the court hearing that this management included, among other matters, the inspection of vehicles that moved around on the port premises. In this respect, [P2] mentions the security of the port which was now handled by OTC instead of the NPA.

In files that were found in computers that were seized from the defendant, it appears that the defendant also maintained relations with Charles Taylor in 2001 and 2002. Not all these contacts and the activities as a result, can be related to OTC. The defendant has stated that he has purchased several types of goods for Charles Taylor and his civil service. Furthermore, the defendant maintained relations with the European Union through [P22] and Mr. [P21] during visits of these two persons to Liberia. Together with [P22], the defendant has played a role trying to arrange a meeting with president Conteh of Guinea to start peace negotiations between Guinea and Liberia. Within the scope of talks with China at government level, the defendant, together with a government delegation, was sent to China. The defendant had a Liberian Diplomatic passport which - as he claims and as appears from files that were found on his computer - he used frequently for Charles Taylor, among others.

Charles Taylor had business and financial interests in RTC, which the defendant calls his own company. In this respect, the court refers to the defendant's own statement and to files that were found on defendant's computers, from which it results that Charles Taylor owns 50% of the shares. Furthermore, a written document from 2002 shows that the daughter of Charles Taylor owned RTC shares. In addition, there is an agreement dating from September 2002, between RTC shareholders, namely the defendant and [P23]. According to a statement that was rendered by the defendant during the court hearing, [P23] was appointed as a contact person by Charles Taylor.

From the foregoing it appears that the defendant had strong ties with the President of Liberia, Charles Taylor, both personally and in his capacity as president of OTC. These were business interests of Charles Taylor, which can be related directly to the financial gains that the defendant received within the scope of his activities for OTC. Furthermore, it appears that the defendant performed all sorts of activities - not related to OTC - for Charles Taylor which can be viewed as important for the functioning of Liberia as a state. In addition, it appears that important persons who were active within OTC, also held top positions within the circle of Charles Taylor. This intensive collaboration is confirmed by the transfer of management of the port - de facto - to OTC. Furthermore, it appears that president Charles Taylor also had a financial interest in the company of the defendant, RTC.

The court establishes that the interests of Charles Taylor, as President of Liberia, were entwined in considerable measure with the financial interests of the defendant, due to the investments in Liberia of the latter.

The position and role of the defendant within OTC.

Formally, the defendant was president of OTC. This appears from a number of written documents in which the defendant is referred to as president. Also, the defendant has confirmed this during the court hearing. The duties of the president of OTC are described in the Bylaws of OTC. According to these Bylaws, these duties are not merely formal, but they include de facto involvement in the daily business of OTC. Also, the defendant had a financial interest in OTC. During the court hearing he stated that he owned 35% of the shares in OTC. In addition, it was agreed that he would receive royalties from the profits of OTC.

At the court hearing the defendant stated that during the first year and a half after OTC was established, the defendant maintained the relations with Charles Taylor on behalf of OTC.

After examination of the computer files that were found in the computers and usb-memory sticks that were seized from the defendant, it appeared that the defendant was actively involved in the management of OTC, not only during the setting up stage of OTC, but also in the following period.

From his statements before the examining magistrate it also becomes apparent that he performed important duties for OTC, such as establishing and maintaining contacts with the Forest Development Authority (FDA), the Finance Ministry and Charles Taylor. He also performed all these duties in the period after the setting up stage of OTC.

The defendant, [P1] and [P2] also rendered testimony about their mutual cooperation with respect to OTC. Furthermore, the defendant also made a statement about all kinds of advance payments which he made within the scope of OTC's business operations. These payments, which the defendant refers to as 'public relations', were made to various people, among which government officials. At the court hearing the defendant confirmed that under certain circumstances these payments were surrounded by a sphere of corruption.

Based on the afore mentioned, the court establishes that the defendant played an important role in the business operations of OTC and in particular because of his ongoing contacts with Charles Taylor, the President of Liberia, during which he acted as representative of OTC.

The role of the defendant regarding the importation of weapons through the port of Buchanan.

The defendant has stated several times that during the setting up stage, the first year and a half from the start of OTC, he was the only person who maintained all contacts with Charles Taylor. Only in the course of the year 2000, the defendant introduced [P16] to Charles Taylor.

The court establishes that already in 2000, the Antarctic Mariner visited the port of Buchanan twice. At the time, the ship was already owned by OTC. In addition, OTC already managed the port activities during that period. Several statements show that in that year, the Antarctic Mariner also imported weapons for the benefit of Charles Taylor and his regime. From this, the court concludes that in 2000 there was a direct relationship between OTC and the importation of weapons for Charles Taylor in the port of Buchanan. Since the defendant was the only connection between OTC and Charles Taylor, certainly during the first year and a half after the establishment of OTC - until the end of 2000 - there is no doubt that the defendant has continuously and from the start, played an important role in this structural weapon importation.

Therefore, the court considers proven that the defendant, together with one or more persons, has supplied weapons to Charles Taylor and/or a legal entity, being the state of Liberia.

9. Substantiation of the evidence

The court establishes that it is a generally known fact that:

an AK-47 is a rifle,

an RPG is an anti-tank weapon,

a GMG is a machine gun,

the Executive Mansion is the government building of Liberia.

While making the choices for the evidence, the court realized that the testimonies of the witnesses with respect to what they have seen, i.e. the unloading of weapons from the Antarctic Mariner, are not uniform about many details.

Concerning the differences in details, the court is of the opinion that these are due in part to the large number of berths of the Antarctic Mariner, which, in view of the instability of the country Liberia, not always take place under the same conditions with respect to staff and/or vehicles, in part to the

inaccurate observations and recollections, in part to the different perception of time in Liberia and in part due to the wish of the witnesses to fill in the details. However, the court considers the essence of these testimonies, such as included in the evidence, convincing.

10. Judicial finding of fact

Because of the contents of the afore mentioned evidence, the facts and circumstances mentioned therein have been legally established. Based thereon, the court has come to the conclusion and deems proven that the defendant has committed the offenses as described in the amended charges 4 and 5, on the understanding that the court considers proven - providing the correction of eventual typing or language errors in the indictment, by which correction the defense of the defendant has not been violated - as described in the following judicial finding of fact:

count 4

that he, in the period from 21 July 2001 through 8 May 2002, in Buchanan, Liberia, together and in conjunction with an other or others,

two times, being

- in the period from 10 November 2001 through 29 November 2001 and
- in the period from 28 February 2002 through 8 March 2002

contrary to the ban set out in article 2 of the Liberian Sanctions Regulations 2001, established pursuant to article 2 paragraph 2 of the Sanctions Act 1977,

which stipulates the ban on selling or supplying weapons and ammunition and military equipment, goods, armed and non-armed yards and/or spare parts, repairs and the maintenance thereof, as well as military technology to natural persons or legal persons in Liberia, referred to in the Schedule to the Resolution on Imports and Exports of Strategic Goods,

deliberately supplied weapons referred to in the Schedule to the Resolution on Imports and Exports of Strategic Goods to a natural person and/or legal person(s) in Liberia,

in fact, he, the defendant, as president of Oriental Timber Corporation and one or more of his co-perpetrators, then and there, each time deliberately

supplied weapons, being AK-47's and/or RPG's and/or GMG's to Charles Taylor and/or a legal entity in Liberia.

count 5

that he, in the period from 26 September 2002 through 7 May 2003, in Buchanan, Liberia, together and in conjunction with an other, or others,

two times, being

- in the period from 15 December 2002 through 30 December 2002 and
- in the period from 25 April 2003 through 7 May 2003,

contrary to the ban set out in article 2 of the Liberian Sanctions Regulations 2002, established pursuant to article 2 paragraph 2 of the Sanctions Act 1977,

which stipulates the ban on selling or supplying weapons, ammunition and military equipment, goods, armed or non-armed yards, and/or spare parts, repairs and the maintenance thereof, as well as military

technology to natural persons or legal persons in Liberia, referred to in the Schedule to the Resolution on Imports and Exports of Strategic Goods,

deliberately supplied weapons referred to in the Schedule to the Resolution on Imports and Exports of Strategic Goods to a natural person and/or legal person(s) in Liberia,

in fact, he, the defendant, as president of Oriental Timber Company and one or more of his co-perpetrators, then and there, each time deliberately

supplied weapons, being AK-47's and/or RPG's and/or GMG's to Charles Taylor and/or a legal entity in Liberia.

11. Punishability of the proven facts and of the defendant

In case the court considers counts 4 and/or 5 legally proven, referring to article 51 of Charter of the United Nations, the defense has brought forward that Liberia had to defend itself against the attacks by the rebels and that this was allowed under international law. For this protection Liberia needed weapons and this would provide the grounds for justification of the supplying of those weapons, which would result in the acquittal of the defendant from all charges.

In this respect, the defense invokes the absence of material wrongfulness with regard to the activities of the defendant.

The court rejects this plea based on the following grounds:

Article 51 of the Charter of the United Nations reads as follows (in so far as relevant):

'Nothing in the present Charter shall impair the inherent right of individual or collective self-defense if an armed attack occurs against a member of the United Nations, until the Security Council has taken measures to maintain international peace and security'.

At the time that the offenses as proven in counts 4 and 5 were committed, those measures had already been taken by the Security Council by adopting Resolution 1343 (2001) on 7 March 2001. Among other matters it has been determined that the support that Liberia gave to the armed rebel groups in neighboring countries and in particular to the Revolutionary United Front (RUF) in Sierra Leone, formed a threat to international peace and security in the region. Justified self-defense by Liberia is not mentioned at all in this resolution. On the contrary. Liberia is required to stop the support of the RUF and other armed rebel groups including stopping the transfer of weapons and ammunition, providing military training, and supplying logistical support in the field of communication.

In Resolution 1408 (2002) that was adopted on 6 May 2002, the Security Council publishes once again its serious concern about the fact that Liberia does not submit to the measures imposed in Resolution 1343, especially with respect to the acquisition of weapons.

In addition, it is decided that the measures which were imposed in Resolution 1343, will remain in force for another period of twelve months. Furthermore, the court is of the opinion that the parts of the report S/2003/466 of the Secretary-General of the United Nations to the Security Council, dated 22 April 2003, that have been quoted by the defense, cannot lead to the conclusion that a situation of self-defense on behalf of Liberia could be referred to.

After the receipt of that report on 6 May 2003, the Security Council adopts Resolution 1478 (2003), in which its serious concern is published once again regarding the continuous violation by Liberia of the earlier imposed measures. Also in this resolution, the measures imposed in Resolution 1343 are maintained in force for the next twelve months.

At the time of the offenses described in counts 4 and 5, the Security Council had already taken measures and Liberia was obliged to comply with these measures. Therefore, there can be no claim on article 51 of the Charter of the United Nations. Besides, the Security Council has prolonged the imposed measures time and again and by doing so confirmed implicitly that there was no situation of self-defense in Liberia.

Therefore, the supply of weapons to Liberia was unjustified and, as a consequence, a punishable act. For that reason, the appeal to acquittal with respect to counts 4 and 5 shall have to be rejected.

Since no grounds for exemption of criminal liability have been proven plausible, the defendant is liable to punishment.

12. Considerations with respect to amendments to legislation

After the facts as described in 4 were committed, the Economic Offenses Act was amended several times. In this case, only the amendment with respect to the Sanctions Act of 1977 is of interest. The Sanctions Act of 1977 has been included in article 1, opening lines and under 2, of the Economic Offenses Act and has been transferred by the Act of 16 May 2002, to article 1, opening lines and under 1, of the Economic Offenses Act. This amendment was put into force on 7 June 2002 (Government Bulletin of Acts and Decrees 2002, 270). The result of this amendment is that the maximum penalties for violating the Sanctions Act of 1977 have been raised. It cannot be said that the amendment to the Economic Offenses Act - with respect to the Sanctions Act - that took place after committing the facts proven in 4, has resulted in more favorable conditions for the defendant, which would require the implementation of article 1, second paragraph, of the Penal Code. Therefore, the applicable legal regulation with respect to the facts proven in 4, is article 1 of the Economic Offenses Act as it read at the time the facts were committed.

13. Grounds for the sentence

The sentence mentioned hereafter is in conformity with the seriousness of the committed facts, the circumstances under which they have been committed and based on the person and the personal circumstances of the defendant, as they became apparent during the court hearing.

Furthermore, the following is especially taken into account.

The prohibition on the supply of weapons to Liberia, as laid down in the Sanctions Regulations Liberia 2001 and in the Sanctions Regulations Liberia 2002, has been implemented with reference to the (EU) Regulation nr. 1146/2001 of the Council of the European Union of 11 June 2001 (PbEU L 126) respectively (EU) Regulation nr. 1318/2002 of the Council of the European Union of 22 July 2002 (PbEU L 156). Both regulations include a number of limiting measures with respect to Liberia. These regulations are a consequence of the Resolutions of the Security Council of the United Nations 1343 (2001) of 7 March 2001, respectively 1408 (2002) of 6 May 2002.

Resolution 1343 was adopted because it had been established that the active support of the government of Liberia to the armed rebel groups in neighboring countries, in particular to the RUF in Sierra Leone, formed a threat to international peace and security in the region.

Resolution 1408 was adopted because it had been established that the government of Liberia had not complied with Resolution 1343 and because the active support of the government of Liberia to the armed rebel groups in the region, in particular to former RUF-soldiers who continued to destabilize the region, formed a threat to international peace and security in the region.

By violating these prohibitions on a large scale, the defendant has contributed essential support to infringements of international peace and to the destabilization in the region to which Liberia belongs. The

defendant played a crucial role in these violations of the prohibitions by means of his close cooperation with the former President of Liberia, Taylor, and through his important position within OTC, which permitted him to facilitate the importation of weapons via the port of Buchanan. His financial interests in the companies in which he participated, such as RTC and OTC, were the only motive for his actions. All this, while the defendant was aware of the existence of these prohibitions.

Not only has defendant acted contrary to the Dutch national prohibitions, but also knowingly and willfully in violation with the international legal order.

The infringements on the international peace and the destabilization and the dangerous situations in the region to which Liberia belongs, have resulted in numerous victims. This becomes apparent from the reports of Human Rights Watch that are included in the file, and from the contents of the testimony of witness [P52] which he rendered before the examining magistrate on 19 April 2006. Many people have been killed and lots of cruelties have been committed.

The court is of the opinion that the proven facts and their consequences are serious to such an extent, that the maximum penalty should be imposed. The fact that the court is not aware of previous convictions of the defendant does not play a role. No other facts or circumstances have become known which would justify a moderation of the sentence.

The court sees no grounds for imposing a financial penalty apart from the prison sentence, as has been demanded by the public prosecutor, since the defendant has stated that his investments in Liberia and Congo-Brazzaville have been lost, and because it has not been made plausible that he can afford to pay a substantial fine.

14. Seized objects.

The court shall order the return of seized goods as described on the seizure list under numbers 1 through 54.

15. The applicable articles of the law

The sentence to be imposed is founded on:

- the articles 47 and 57 of the Penal Code;
- the articles 1, opening lines and under 2• (old), 1, opening lines and under 1• , 2 and 6 of the Economic Offenses Act;
- the articles 2 (old), 2, 3 (old), 3 and 13 of the Sanctions Act of 1977;
- article 2 of the Sanctions Regulations of Liberia 2001;
- article 2 of the Sanctions Regulations of Liberia 2002;
- ML1 and ML2 of the Schedule to the Import and Export Decree on Strategic Goods.

16. The decision

The court,

considers not legally and convincingly proven that the defendant has committed the offenses in the amendment to the charges under 1A - principle charge, alternatively and more alternatively -, 1B, 2A - principle charge, alternatively, more alternatively -, 2B, 3A - principle charge, alternatively, more alternatively - and 3B, and therefore acquits the defendant of those charges;

considers legally and convincingly proven that the defendant has committed the offenses in the amendment to the charges under counts 4 and 5, and that the proven facts include:

with respect to count 4:

- complicity in the intentional violation of a provision as set out in article 2 (old) of the Sanctions Act of 1977, committed several times;

with respect to count 5:

- complicity in the intentional violation of a provision as set out in article 2 of the Sanctions Act of 1977, committed several times;

Upholds the proven facts and, consequently, finds the defendant guilty;

Considers not proven all facts different from what has been stated in the indictment above, and acquits the defendant thereof;

Sentences the defendant to:

- 8 YEARS imprisonment;

stipulates that time that the defendant has spent in custody and in pre-trial detention prior to the execution of this sentence, shall be deducted from the prison sentence imposed on him, at the execution of the sentence, in so far as this time has not been deducted from another sentence yet.

taken into police custody on : 18 March 2005;

taken into pre-trial detention : 21 March 2005;

terminates the pre-trial detention with respect to the facts as described in the indictment under charges under 1A -principle charge, alternatively and more alternatively -, 1B, 2A -principle charge, alternatively, more alternatively -, 2B, 3A -principle charge, alternatively, more alternatively - and 3B;

orders the return to the defendant of the seized objects that are mentioned on the seizure list, numbers 1 through 54.

This judgment was delivered by
mr. R.A.C. van Rossum, Chairman,
mr. R.J.A. Schaaf and mr. J.R.G. Jofriet, Judges,
in the presence of mr. M. Gest and mr. C.J.M. van de Vrede, Clerks of the court,
and was pronounced at the public hearing of this court on 07 June 2006.