

OAU DRIVE, TOWER HILL, FREETOWN

PARLIAMENTARY DEBATES

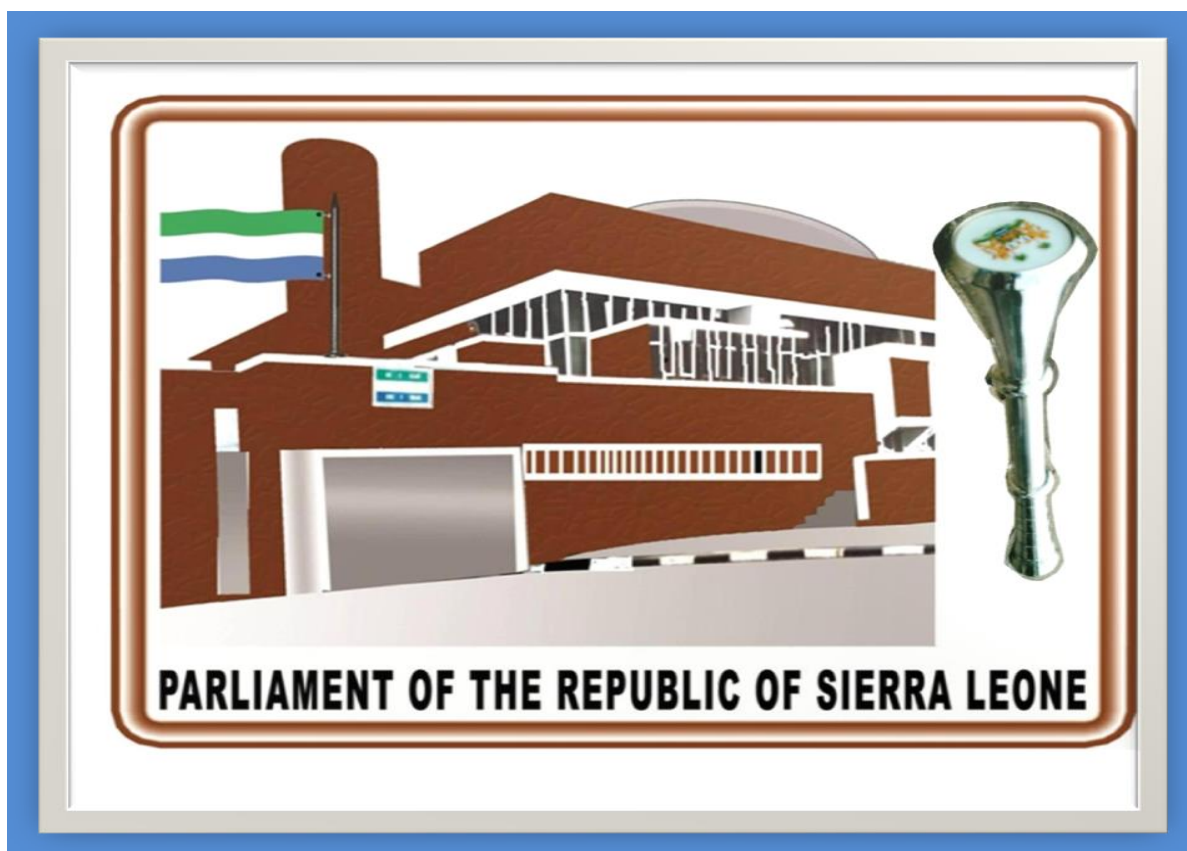
[HANSARD]

OFFICIAL HANSARD REPORT

THIRD SESSION-FIRST MEETING

THURSDAY, 6TH AUGUST, 2020

SESSION – 2020/2021



OAU DRIVE, TOWER HILL, FREETOWN

PARLIAMENTARY DEBATES

[HANSARD]

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First Meeting of the Third Session of the Fifth Parliament
of the Second Republic of Sierra Leone.

Proceedings of the Sitting of the House
Held Thursday, 6th August, 2020.

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[A]. HONOURABLE HINDOLO MOIWO GEVAO

[B]. EDWARD HINGA SANDY [THE MINISTER OF TRADE AND INDUSTRY]



THE CHAMBER OF PARLIAMENT OF THE REPUBLIC OF SIERRA LEONE

Official Hansard Report of the Proceedings of the House

THIRD SESSION – FIRST MEETING OF THE FIFTH PARLIAMENT OF THE SECOND REPUBLIC

Thursday, 6th August, 2020.

I. PRAYERS

[The Table Clerk, Mrs Bintu Weston, Read the Prayers]

[The House met at 10:30 a.m. in Parliament Building, Tower Hill, Freetown]

[The Speaker, Hon. Dr Chernor Abass Bundu in the Chair]

The House was called to Order

Suspension of S. O. 5[2]

COMMUNICATION

II. CORRECTION OF VOTES AND PROCEEDINGS FOR THE PARLIAMENTARY SITTING HELD ON THURSDAY 30TH JULY, 2020.

THE SPEAKER: Honourable Members, we shall now take up the Records of Votes and Proceedings for Thursday 30th July, 2020. Pages 1 to pages 4 will be skipped and we start consideration from page 5, any correction? Page 6? I have a little correction to make, in the second line of the statement attributed to me, the word "*which*" should be written before purported, "*which purported*", after the brackets in the second line of the fifth paragraph. Page 7? Page 8? Page 9? And the last page, Page 10? There is an attachment.

HON. MATHEW S. NYUMA: *[Leader of Government Business]:* Yes Mr Speaker.

THE SPEAKER: Yes Leader.

HON. MATHEW S. NYUMA: Let us do the corrections on the report of the Select Committee on the third page, Committee on Governance, it should be Honourable Chernor R. M. Bah, and not "Chernor"; Deputy Chairman, APC not C4C and Legislative Committee.

THE SPEAKER: What page?

HON. MATHEW S. NYUMA: Page 4. It is not "Honourable Alieu Ibrahim Conteh", it is Honourable Ibrahim Conteh.

THE SPEAKER: Not Alieu?

HON. MATHEW S. NYUMA: No not Alieu!

THE SPEAKER: So delete Alieu.

HON. MATHEW S. NYUMA: So if you have further corrections please check with the Clerk's office or with the Chairman of the Committee, we can do that one. Thank you Mr Speaker.

THE SPEAKER: Very well, with that can someone please move for the adoption of the Record of Votes and Proceedings for the Parliamentary Sitting held on Thursday 30th July, 2020?

HON. AMBROSE M. LEBBY: I so move Mr Speaker

THE SPEAKER: Any seconder?

HON. SIMEON FEFEGULA: I so second Mr Speaker.

[Question Proposed, Put and Agreed to]

[Record of Votes and Proceedings for Parliamentary Sitting held on Thursday 30th July, 2020, has been adopted as Amended]

HON. MATHEW S. NYUMA: Mr Speaker, I want to make amendment on the Order Paper.

THE SPEAKER: Very well!

HON. MATHEW S. NYUMA: Mr Speaker, Honourable Members, an addendum to the Order Paper for the last item; instead of "IV", it should be "V", announcement of Sessional Committee on Public and Political Affairs. It was not announced the last time. Mr Speaker, you said because of the proposal made by Honourable Kandeh K. Yumkella, so you decided not to read out the list for that Committee.

THE SPEAKER: Very well!

HON. MATHEW S. NYUMA: Before the Laying of Papers, I want to bring to the attention of the House provisions in the Standing Orders and the Constitution. The last time we sent out notice to all MDAs reminding them about Section 118 Sub-Section [7]. Mr Speaker, with your leave let me just read; Mr Speaker, Honourable Members, 118[7], *Parliament shall be notified by the appropriate Minister or Authority of all gifts, donations, grants and pledges made to the State of Sierra Leone.* So on the Order Paper, you realised that we have grants. So today, we are going to have separation between the Agreement and that of Grant. Grant is just for notification, but Agreement you need to ratify.

So for the first item, we have laying of papers. Mr Speaker, I refer you to Section 118 Sub-Section [2] and may I read again? *An agreement pursuant to Sub-Section [1] shall be laid before Parliament and shall not come into operation unless the same has been approved by a resolution of Parliament.* Just for the edification of the House, we are going to have Government Motion for the next Sitting to be debated, that is item 1, under laying of papers. So they are going to lay it separately and we will allow the Minister to lay for the Grants separately, because Grants in the provision in the Constitution Section 118 Sub-Section [7], is just for the notification of the House.

So Mr Speaker, those are the edification I would like to give to the House based on the ratification of the Government Motion for the Agreement between Sierra Leone and ADB and that of Grants, for the procedure that we are going to take.

THE SPEAKER: In other words, my understanding is that item 3 on the Order Paper Sub-item [1], is an Agreement.

HON. MATHEW S. NYUMA: Yes Roman [i] is an Agreement.

THE SPEAKER: Subject to ratification.

HON. MATHEW S. NYUMA: Based on the provision in the Constitution 118[2]

THE SPEAKER: Very well.

HON. MATHEW S. NYUMA: And for the Grants which is Roman 3[2] goes for 118[7].

THE SPEAKER: It is not just 3[2]; are you saying 3[2] up to 4?

THE SPEAKER: Up to 4.

HON. MATHEW S. NYUMA: All of them are Grants. Financial Agreement [*Third Productivity and Transparency Support Grant Development Policy Financing*] between the Republic of Sierra Leone and International Development Association Dated 22nd June, 2020.

THE SPEAKER: Okay, in respect of those, sub-section [7] will apply.

HON. MATHEW S. NYUMA: Yes!

THE SPEAKER: Of Section 118

HON. MATHEW S. NYUMA: 118, yes.

THE SPEAKER: Of the Constitution?

HON. MATHEW S. NYUMA: Yes.

THE SPEAKER: And those required Parliament to be notified only.

HON. MATHEW S. NYUMA: Yes.

THE SPEAKER: Yes!

HON. CHERNOR R. M. BAH [*Leader of the Opposition*]: Thank you very much Mr Speaker. I have heard the Leader of Government Business and I am happy that he has referred us to Section 118 of the Constitution, not for today but I would encourage the Minister here present to ensure that he looks at 118 specifically. It is not for today but moving forward otherwise, since we have started referring to it, we might enter into some challenges in the near future; but please look at it. Mr Speaker, I also want you to look at it carefully and critically.

THE SPEAKER: We will take the advice that you have offered Leader of the Opposition. But for today, let us just draw the distinction between “Notification and Ratification”. For Grants all that is required to be done by the Minister, is to notify Parliament, by way of laying the relevant documents on the Table; but for Agreements they do require ratification which then requires two conditions, first laying of the paper and then second ratification.

HON. MATHEW S. NYUMA: Mr Speaker, just to buttress what my colleague said, I know there are Grants that specifically have some preconditions; I know what he is talking about. In this case, we are going to specifically look at Grants with no preconditions, I know what you are talking about, we will take note of that, because specifications for loans are very clear in Section 118. So there are some Grants that go with some conditions, so he is bringing to our attention; we take note of that. There are some Grants, if you don’t fulfil certain conditions, it is like Grants but part of it is

loan. Those Grants need to be debated, because it has some conditions. So we would look at them and do that one, but this are purely Grants.

THE SPEAKER: So for our purposes, we would draw a distinction between Conditional Grants and Unconditional Grants.

HON. MATHEW S. NYUMA: Exactly, that is what we can do, because the provision did not make for Conditional Grants.

HON. CHERNOR R. M. BAH: Mr Speaker, I will not waste the time of the House, let us make progress.

THE SPEAKER: Thank you.

III. LAYING OF PAPERS

THE DEPUTY MINISTER OF FINANCE

DR PATRICIA N. LAVERLEY [Deputy Minister of Finance]: Mr Speaker, Honourable Members, with your leave I beg to lay on the Table of this Honourable House the following papers:

[i] Project Implementation Agreement amongst the Republic of Sierra Leone and the African Development Bank and the African Development Fund, as Administrators of the Transition Support Facility, on Support to Investment Promotion Agencies in Transition Countries Pilot Project, dated 30th January, 2020;

[ii] Financing Agreement of the Third Productivity and Transparency Support Grant Development Policy Operation, between the Republic of Sierra Leone and International Development Association, dated 22nd June, 2020;

[iii] Financing Agreement on Harmonising and Improving Statistics in West Africa, this Project is between the Republic of Sierra Leone and International Development Association and the Financing Agreement, dated 3rd April, 2020;

[iv] Financing Agreement for Sierra Leone Covid-19 Emergency Preparedness and Response Project, between the Republic of Sierra Leone and International Development Association, dated 3rd April, 2020;

[v] Financing Agreement, on Promoting Climate Resilience in the Cocoa and Rice Sectors as an Adaptation Strategy in Sierra Leone and the Agreement, between the International Fund for Agricultural Development, dated 20th April, 2020; and

[vi] Subsidiary Grant Agreement for Harmonising and Improving Statistics in West Africa, between the Government of Sierra Leone and Statistics Sierra Leone [Stats-SL] dated 6th June, 2020.

Mr Speaker, Honourable Members, I would like to draw your attention that on the Order Paper, items [iii] and items [v] are related to the same project. Thank you.

THE SPEAKER: Item No.1, Project Implementation Agreement that is subject to ratification, you suggest?

DR PATRICIA N. LAVERLEY: Yes sir.

THE SPEAKER: Which is the next one?

DR PATRICIA N. LAVERLEY: This is the only Agreement that requires ratification; the others are for notification as articulated by the Leader of Government Business sir.

THE SPEAKER: Very well.

HON. CHERNOR R. M. BAH: Mr Speaker, I want to get this clear, is it item 3 and 5 or 3 and 6 at least for the record? And then the date as well, that is on the Order Paper, says 8th not 6th.

DR PATRICIA N. LAVERLEY: Yes! On the Order Paper item 3 and 6.

IV. BILL

THE CONSUMER PROTECTION ACT, 2020

COMMITTEE STAGE AND THIRD READING

Dr EDWARD HINGA SANDY [Minister of Trade and Industry]

The House resolves into Committee

HON. CHERNOR R. M. BAH: Mr Chairman, I was informed by the support staff to the Chairman of the Committee just few minutes ago, that there are few corrections they want to make to the report and I am sure they would have to communicate those corrections to the Chairman for consistency. Otherwise, we would be going round and round. They are still working on it.

THE CHAIRMAN: Well let us hear from the Chairman himself.

The corrections have been done.

THE CHAIRMAN: As a matter of fact the copy I have is an unsigned copy, and I cannot go by that.

HON. HINDOLO M. GEVAO: Lamin Yansaneh, the Speaker's copy is unsigned.

THE CHAIRMAN: Chairman of Legislative Committee, no I did not mean to call you, I am sorry. Take the House through the report please!

HON. HINDOLO M. GEVAO: Thank you Mr Chairman. Joint Committee Report of the Legislative Committee and the Committee on Trade and Industry, Third Report of the Third Session of the Fifth Parliament of the Second Republic of Sierra Leone on the Bill entitled, "The Consumer Protection Act, 2020", presented to Parliament on Thursday 6th August, 2020.

Introduction

Mr Chairman, Honourable Members, I rise to present the Joint Committee Report of Legislative Committee and Committee on Trade, Third Report of the Third Session of the Fifth Parliament of the Second Republic of Sierra Leone on the Bill entitled, "The Consumer Protection Act, 2020", being an Act to provide for the Protection and Promotion of the interest of consumers and related to the purpose provided for the establishment of National Consumer Commission and for other related matters.

Mr Chairman, Honourable Members, the Bill having gone through the Second Reading was committed to the Legislative Committee for scrutiny pursuant to Standing Orders 51/[1&3]. Subsequently, the Committee met on Monday 3rd and Tuesday 4th August,

2020, in the Conference Room of Mr Speaker, Parliament Building and in the Administrative Building respectively, with the following objectives:

[i] To scrutinise the detailed provisions of the Legislative proposals after the Second Reading in the House to ascertain the Constitutional and Legal Implications contained therein; and

[ii] To report to Parliament in accordance with the provisions of the Standing Orders of this Honourable House.

Mr Chairman, Honourable Members, in attendance we have officials from the Standards Bureau and members of the Petty Traders Organisations who made meaningful contributions to the hearing.

Recommendations

Mr Chairman, Honourable Members, the Legislative Committee having scrutinised the Bill line by line and clause by clause recommends the following amendments to the House for approval.

1. The short title of the Bill; be approved;

2. The long title of the Bill; be amended to read as follows: Being an Act to provide for the Protection and Promotion of the Interest of Consumers, to provide for the establishment of National Consumer's Commission and for other related matters.

3. Part One-Preliminaries: Clause

[i] Application; be amended by inserting the word "And" immediately after the word goods;

[ii] That the definition of the word "Acquire"; be approved;

[iii] The definition of the word "Adjudicator"; be amended by inserting the words "Service Providers" immediately; after the word consumer;

[iv] On the definition of the words "Appropriate Laboratory"; be amended by inserting the words "An accredited" immediately after the word means;

[v] The definition of the word "Auction"; be amended by inserting the word "or any other means"; at the end of the sentence;

[vi] That the definition of the word Executive Officer and Commission be approved;

[vii] The definition of the word "Complaint"; be amended to read, "Complaint means, any aspect of the goods or services or the conduct of the Supplier or Service Provider which cause or have the potential to cause detriment to the consumer";

[viii] The definition of the word consumer be amended by inserting the words "Or body corporate" immediately after the word person;

[ix] That the definition of Consumer Association; be amended to read "Consumer Association" means; a voluntary body of persons duly registered under any enactment, whose principal objective is to Protect and Promote Consumer Interest;

[x] That the definition of the words "Consumer contract"; to the definition of the word "Inspector" be approved;

[xi] The definition of the word "Minister"; be amended to read Minister means, the Minister responsible for Trade and Industry;

[xii] The definition of the word "Price"; be approved;

[xiii] The definition of the word "Producer"; be amended to now read, "Producer", means a person who Grows, Nurtures, Harvest, Mines, Generate, Refines, Creates, manufactures or otherwise produces the goods or ensures any of those things to be done with the intention of making them available for supply in trade or commerce within Sierra Leone; and

[Xiiii] That from the definition of the words "Pyramids", to the definition of the words "Trade Commerce" be approved. That clause 3; be deleted.

Mr Chairman, Honourable Members, the Committee made consideration on the following definitions to be included in the interpretation section.

Standards Bureau, means the Standard Bureau's established by Section 3 of Standard Bureau's Act 1996, Act No.2 of 1996.

Part 3 - Establishment of National Consumer Protection Commission of Sierra Leone.

Clause 4; be amended in Sub-Clause 2, paragraph [c] by deleting the words, "Things are" and substituting them with the word "Duties".

Clause 4; be amended as follows:

Paragraph [c]; be amended by deleting the word "Solicitor-General" and replacing it with the words "Representative of the Bar Association, qualified to be appointed as a Judge of the High Court";

Paragraph [d]; be amended by deleting the word "Two" and replacing it with a "Representative"; and

Paragraph [g]; be amended by inserting the words who shall be secretary at the end of the sentence.

Mr Chairman, Honourable Members; the Committee proposed the insertion of the following new paragraphs to read:

- a. Paragraph [h] a representative from the Standards Bureau;
- b. Paragraph [i] a representative from the Food Safety Authority;
- c. Paragraph [j] a representative from the Pharmacy Board; and
- d. Paragraph [k] a representative from Service Providers.

Clause 6; be amended to read as follows:

Sub-Clause 1 to read, the Commission shall be responsible for the administration of this Act.

Sub-Clause 2 paragraph [k]; be deleted.

That a new paragraph [k]; be inserted to read the Commission shall corroborate with other Statutory Regulatory Institutions in exercising its investigative functions.

Clause 7; be amended by inserting the words "only" at the end of the sentence and by correcting a spelling of the tenure on the side note;

Clause 8; amended as follows: The side note to now read, "Vacancy in the Commission";

Paragraph [g]; be amended by inserting the word "Sexual Offences";

That Clause 9; be amended as follows, Sub-Clause 3; by deleting the word "May" and replacing it with "Shall" and by deleting the words "Not less than";

Sub-Clause 7; be amended to read as follows: Where a member is for any reason unable to attend any meeting of the Commission, the member shall notify the Commission in writing on his absence by deleting Sub-Clause 9;

Sub-Clause 10; be amended to read, The Commission shall cause minutes of the proceedings of every meeting to be kept in proper order;

Clause 10; be amended as follows: Sub-Clause 1; be amended to read, a member of the Commission who has an interest whether direct or indirect in any matter been, considered or to be considered by the Commission shall disclose the nature of the interest and the disclosure shall be recorded in minutes of the Commission and such member shall not take part in any of the deliberation or decision of the Commission relating to that matter.

Sub-Clause 4; be amended to read, the Chairman and Deputy Chairman, shall give written notice to the Minister of all Pecuniary interest that any of them have in any business carried on in Sierra Leone or in any body corporate carrying on such business.

That Clause 11; be amended as follows:

Sub-Clause 2; be amended by deleting the words, "Not exceeding" and by substituting it with "Not less than" and "Not exceeding" Le 50mln.

Sub-Clause 3; be amended by deleting the words, "Not exceeding" and by substituting it with "Not less than" and "Not exceeding" Le 50mln.

Clause 12; be amended as follows:

Sub-Clause 1; be amended to read, the Commission may by resolution delegate to a member of the Commission either generally or otherwise as provided under this Act.

Sub-clause 2; be amended to read, a power to delegate under Sub-Section 1 may be exercised or performed by the delegate as directed by the Commission.

That Clause 13; be approved

That Clause 14; be amended as follows:

Sub-Clause [5] paragraph [d] by inserting at the end of the sentence the following words:

For the attention of the Dispute Resolution Committee;

Paragraph T be amended to read; Paragraph F and by deleting the letter "S" on the word "Functions" and by also deleting the word "And" immediately after the word "Commission".

Clause 15; be amended as follows:

Sub-Clause [1]; be amended to read,

The Chief Executive Officer may designate any employee of the Commission as Inspector for the purpose of this Act.

Sub-Clause 3; be amended to read as follows:

The Chief Executive Officer shall upon receiving a complaint provide an Inspector for the purpose of an investigation with an identity card which should be used as evidence of the Inspector's appointment under this Act.

That a new Sub-Clause [5]; be inserted to read:

The Chief Executive Officer in assigning an Inspector to an investigation which he deems technical in nature, shall in consultation with other Statutory Regulatory bodies caused that Inspector to be accompanied by officers of the relevant bodies in undertaking the investigation

That Clause 16, 17 and 18 be approved. Clause 19; be deleted.

That Clause 20, Sub-Clause [1] paragraph [a]; be amended by deleting the word "Any" before the words "Monies".

That Clause 21; be approved.

Clause 22; be amended by deleting the words "Five Provinces" and replacing it with "Provincial Headquarter towns".

Clause [23], paragraph [b]; be amended by inserting the words or "Service Providers" immediately after the word "Supplier".

Clause 24; be amended by correcting the spelling of the word "Examination".

Mr Chairman, Honourable Members, the Committee proposed the insertion of a new Sub-Clause 24 to read, "where the complainant alleges a defect in goods which require analysis or testing of the goods, the Commission shall instruct the District Resolution Committee in collaboration with Relevant Statutory Bodies to obtain samples" *[I shall re-encapsulate that one]*.

"Where the complainant alleges a defect in goods which requires analysis or testing of the goods, the Commission shall instruct the District Resolution Committee in collaboration with Relevant Statutory Bodies to obtain samples of the goods from the Complainant and respondent and submit it to an appropriate laboratory for testing".

Side notes to read; testing of goods subject to complaint.

Mr Chairman, Honourable Members, the Committee proposed the Sub-Clause [2]; to it of Clause [27]; be brought under a new insertion "Clause 24".

That Clause 25; be approved.

That Clause 26; be amended as follows:

Sub-Clause [1] by deleting the words "Provided to" and or "Suppliers" and substituting that with the word "Served on" or Service Providers respectively.

Sub-clause [4]; be amended by deleting the words "On paper" and replacing it by an "Affidavit" of evidence filed by the Parties.

Sub-Clause [5]; be amended by correcting the spelling of the word "Practicable";

Sub-Clause [6]; by deleting the word "Informally" and replacing it with the word, "Formally"

Clause [27]; be amended to read, "Where the complainant alleges a defect in goods which requires analysis or testing of the goods, the Adjudicators shall utilise the Laboratory result obtained by the Dispute Resolution Committee in adjudicating the complaints".

Side notes to read, "Use of Laboratory results".

That Clause 28; to 41 be approved.

That Clause 42; be amended by deleting paragraph [a], amending paragraph [b] to read, be "Not less than" Le15mln and "Not exceeding" 1bln.

Deleting Clause [3]; that Clause 43, 44 and 45 be approved.

Clause [46]; be amended in paragraph [c] by inserting immediately after the word, High Court, the following words, The Adjudicator or members of the Dispute Resolution Committee.

PART III-CONSUMER RIGHTS RELATING TO THE QUALITY OF GOODS AND SERVICES

Clause [47] Sub-Clause [1]; be amended by deleting the words "not".

That Clause [48]; Sub-Clause [2] by inserting a proviso to read,

Except that the implied warrantee will be void if the consumer has subjected the goods or property bought to misuse or abuse.

That Clause [49]; Sub-Clause [1]; be amended by inserting the word "on" immediately after the word "Warrantee".

Clause 50 Sub-Clause [1] paragraph [d]; be amended by deleting the word "Consumer" and replacing it with "Supplier" or "Service providers" and by deleting the word "Supplier" and replacing it with "Consumer".

That Clause 51; be approved.

PART IV-PROHIBITED CONDUCT

Clause [52]; be approved.

Clause [53]; be amended by deleting Sub-Clause [2].

That from Clause [54] to [59]; be approved.

Clause 60, Sub-Clause [2] paragraph [b]; be amended by deleting the word, "Contract" and replacing it with "Contractual".

That Clause 61 and 62 be approved.

That Clause 63 Sub-Clause [1]; be amended by deleting the word "Off" after the word "Price" and replacing it with the word "Or".

That Clause [64]; be approved.

Clause [65]; be amended as follows:

Sub-Clause [1]; be amended by deleting the words "Shall not" and replacing them with the word "who".

Sub-Clause [2]; be amended by deleting the word "Shall not" and replacing them with the word "Who" *[repetition]*.

I go straight to [d]. That a proviso be inserted after Sub-Clause [3] paragraph [b] to read, "In contravention of this section, commits an offence and shall be liable on conviction to a fine not less than twice the value of the money or consideration received or to a term of imprisonment of three [3] years or to both fine and imprisonment".

Sub-Clause 5 paragraph [a]; be amended by correcting the spelling of the word "one".

That from Clause 66-70; be approved.

Clause 71 Sub-Clause [4]; be amended by inserting immediately after the word "or" the following words, "Satisfaction, legally accepted" or Clause 72; be amended as follows:

Sub-Clause [1]; be amended to read, "On the recommendation of the Commission, the Minister in consultation with other Statutory Regulatory Bodies by Order declares any goods or any class of goods to be prohibited goods where the good [s] of that class

have caused or are likely to cause injury to any person or property or are otherwise, unsafe.

Sub-Clause [2]; be amended to read, "On the recommendation of the Commission, the Minister in consultation with other Statutory Regulatory Bodies by order declares any service or any class of service to be prohibited service where the service [s] of that class have caused or are likely to cause injury to any person or property or are otherwise, unsafe.

Sub-Clause [3] paragraph [f]; be amended by deleting the word "*Reasonable*" and replacing it with "Acceptable by the Consumer".

Clause 73; be amended in Sub-Clause [4]; by inserting the following words at the end [interruption].

HON. KANDEH K. YUMKELLA: Mr Speaker, just a question on Clause 72, the recommendation here, "On the recommendation of the Commission, the Minister in consultation with other Statutory Regulatory Bodies by order declares any goods or any class of goods to be prohibited goods".

THE CHAIRMAN: Honourable Member, let us allow the Chairperson of the Legislative Committee to present his report first, don't worry we are going to go through it clause by clause, and you will have an opportunity to make your points.

HON. HINDOLO M. GEVAO: Thank you Mr Chairman. I shall continue!

Clause 73; be amended in Sub-Clause [4] by inserting the following words at the end of the sentence "To be determined by the Court".

Paragraph [a] Sub-Clause [1] of Clause [74]; be amended by deleting the word "Suppliers" and replacing it "With Suppliers".

That Clause 75; be approved.

That Clause 76; be amended by deleting "Suppliers" and replacing it "With Supplies".

That Clause 75; be approved.

That Clause 76; be amended by deleting the word "Three" and replacing it with "two".

And Clause 77 and 78 be approved.

Clause 79; be amended by inserting immediately after the word "Minister", the following words, "In consultation with the Standards Bureau" and by also correcting on the side note the spelling of the word "Warranting".

That Clause 80-83; be approved.

Investigations

Clause 84; be amended as follows:

Sub-Clause [1]; be amended by deleting the words, "A member of"

Sub-Clause [2]; be amended by deleting the words, "Member of the", that from Clause 86 and 91; be approved.

Clause 92 Sub-Clause [1]; be amended by inserting immediately after the word "Inspector" the following words, shall on the instruction of the Chief Executive Officer, with the aid of the sheriff.

Clause 93 Sub-Clause [1]; be amended by inserting immediately after the word "Inspector" the following words, shall on the instruction of the Chief Executive Officer, with the aid of the sheriff.

Clause 94 Sub-Clause [1]; be amended by inserting immediately after the word "Inspector" on the first line the following words, shall on the instruction of the Chief Executive Officer, with the aid of the sheriff.

Clause 95 Sub-Clause [1]; be amended by inserting immediately after the word "Inspector" the following words, shall on the instruction of the Chief Executive Officer, with the aid of the Sheriff.

That from Clauses 96-113; be approved.

Enforcement and Remedies

That from Clauses 114 – 137; be approved.

Conclusion

Mr Chairman, Honourable Members, the Legislative Committee having scrutinised the Bill entitled, the Consumer Protection Act, 2020, recommends these proposals to the House for approval. The report reflects the Consensus of Honourable Members, of the Committee. I therefore move that the House passed the Bill entitled, the Consumer Protection Act, 2020, through Committee Stage and into law. I thank you for your attention.

Signed:

HON. HINDOLO M. GEVAO

MR EDWARD HINGA SANDY: *[Minister of Trade & Industry]*

Mr Chairman, Honourable Members, I move that Parts I & II, Clauses 1-46 stand part of the Bill.

THE CHAIRMAN: Honourable Members, before I put the question, I think the Chairman and Members of the Legislative Committee do deserve a resounding applause *[Applause]*.

HON. HINDOLO M. GEVAO: Thank you, Mr Chairman *[Applause]*.

THE CHAIRMAN: Thank you, for having gone through this very tedious exercise, and it's very clear from the report that a great deal of time, effort and energy had been spent on this Bill and we sincerely want to record our depth of gratitude to both Committees; well done.

[Question Proposed]

So, let us go through now maybe, you will want to take us through the changes or amendments that you are proposing.

HON. MATHEW S. NYUMA: Mr Chairman, I would like the Chairman of the Legislative Committee to take his time to go quietly, because some Clauses are too

long; and we have enough pages to deal with, so that we can properly go through the Bill. We want to take our time to go through the sentences and the Clauses, so we want him to give us some time as we go along.

THE CHAIRMAN: And I do hope, whilst Members are taking their time to go through the Bill meticulously, I want to imply the Clerks to be even more diligent and vigilant in ensuring that the correct thing is done.

HON. MATHEW S. NYUMA: Yes! Mr Chairman, we would follow that again. In addendum, if you follow the report, they were referring us to other existing laws, so we have to be careful; we have to take notes.

THE CHAIRMAN: Absolutely!

HON. MATHEW S. NYUMA: Thank you.

HON. HINDOLO M. GEVAO: Thank you Mr Chairman. We will start from the Long Title; with our recommendation that the Long Title of the Bill, be amended to read as follows: "Being an Act, to provide for the Protection and Promotion of the interest of Consumers; to provide for the establishment of the National Consumer Protection, and for other related matters".

We move forward to the interpretation section under Preliminary, we are recommending that under Clause [1] the word "Application" be amended by inserting the word "and" immediately after the word "goods".

HON. DR MAMOUD M. KALOKOH: Mr Speaker, on the long title; I want to suggest that we insert the word "Protection" after "National Consumer", let it reflect to be "National Consumer Protection Commission"; we are on the long title yes, "Being an Act, to provide for the Protection and Promotion of the interest of Consumers; to provide for the establishment of the "National Consumer Protection Commission".

HON. HINDOLO M. GEVAO: The short title covers it, have you taken a close look at the Short Title?

HON. DR MAMOUD M. KALOKOH: yes, it should be reflected.

HON. HINDOLO M. GEVAO: No! Look at the Short Title [*Undertone*].

THE CHAIRMAN: I think what he is suggesting, and I would want the Chairperson to enlighten us on this. What he is suggesting is to harmonise both the Short Title and the Long Title, by inserting the word “protection” to make it clear that the Commission is a “National Consumer Protection Commission”, it is the word “Commission” that he is proposing to be inserted in the long title. I don’t know whether you discussed this in your deliberations?

HON. HINDOLO M. GEVAO: No Mr Speaker, so he is suggesting that the word “National Consumer”, to add protection in between “Consumer” and “Commission”.

HON. MATHEW S. NYUMA: But Mr Speaker, I beg to differ. We have in the first sentence; protection there, so how are you going to bring it down to say consumer, its explicit.

HON. HINDOLO M. GEVAO: We have used the word.

HON. MATHEW S. NYUMA: No!

HON. DR MAMOUD M. KALOKOH: Mr Leader please, it is for the establishment sir.

HON. MATHEW S. NYUMA: No, it is not about the English, it is about the reflection of what we have in the previous sentence [*Undertone*]. I am coming wait, it is not an English matter as much, it is the legal language.

HON. DR MAMOUD M. KALOKOH: According to the legality of this issue.

HON. MATHEW S. NYUMA: Wait now! Being an Act, to provide for the Protection and Promotion of the interest of Consumers; so it is captured there in the first sentence, it is not only the protection, but it also talked about promotion Mr Speaker; and related to that purpose, provide for the establishment, so it is even giving a reference to what you have read to establish the “Consumer Protection Commission” so because it has given you protection and promotion, this Commission is looking forward for you to settle those things for the consumers.

HON. DR KANDEH K. YUMKELLA: Mr CHAIRMAN

THE CHAIRMAN: Hold on a moment.

HON. DR KANDEH K. YUMKELLA: I want to help!

THE CHAIRMAN: Hold on, hold on! I don't want us to begin to open a debate on little things. Let us go forward a little; go to Clause [2] definitions. In definitions I noticed, that the word "Commission" has been defined to mean, the "National Consumer Protection Commission".

HON. MATHEW S. NYUMA: Mr Chairman, they are different that is what we are saying; for the Commission, you use the title, the definition here, that is the name for the definition of the Commission but it is for the title, because it has to do with "Promotion and Protection" they are different, this is the title; because it entails the "Promotion and Protection". For the Commission, it would be referred to as protection of Consumers; this is the title given for the operation of the Commission, so look at it [*Undertone*]. They are different; that is why they gave us two; the Long Title and the Short Title.

HON. ABDUL K. KAMARA: Yes sir! I think what the Leader is saying makes sense but what he has not seen is the "Long Title", it makes provision for a Commission and it is that name of the Commission that we want to be "National Consumer Protection Commission". That is it; not that we are against what you are reading, what you are reading makes sense, because it geared towards the Protection of Consumers, but when it comes to the name of the Commission, that is what we want to inserted to be "The National Consumer Protection Commission". I think that is what we are saying sir; it is specific sir. We are sorry.

HON. MATHEW S. NYUMA: What is that? No! It has to do with the meaning of the Commission sir and this has to do with the title. If you are talking of the Commission, it makes reference to the Commission as, "The National Consumer Protection Commission of Sierra Leone". If you go to the Long title, you have to talk about protection there; you have to talk about promotion too.

THE CHAIRMAN: But you know.

HON. MATHEW S. NYUMA: It explains the whole sentence Mr Chairman. Can we ask the Minister if he agrees, for me it is a repetition if we do that *[Undertone]*?

THE CHAIRMAN: Yes, let me listen to the Honourable Dr Kandeh K. Yumkella.

HON. DR KANDEH K. YUMKELLA: Honourable Leader, it is not the grammar; what the Bill is going to establish is the Commission, so I agree with the Speaker, it is the name of the entity. It is not about the grammatical issue, you want to establish something and the name has to be correct "The National Consumer Protection Commission". The sentence ends to say, the last part of the sentence provides for the establishment of something; what is that entity that would be established? It is, "The National Consumer Protection Commission", it is the name of the entity. So it is not about grammar, so I agree with you Mr Chairman and others, Honourable Mahmoud Kalokoh, you are right, protection has to be within the title of the entity that is going to be established; it should be in the name of the Commission *[Undertone]*.

THE CHAIRMAN: Anyway, let us listen to the Chairman again please!

HON. HINDOLO M. GEVAO: Mr Chairman.

THE CHAIRMAN: There is a specific question, what is going to be the name of the Commission that is going to be established? The name, because that is what you are saying; establishment there, refers to an entity and what is the name of the entity? And if you turn to the definition Clause, the entity is to be known as, "The National Consumer Protection Commission".

HON. HINDOLO M. GEVAO: Mr Chairman, no harm would be done if "National" is added or not; no harm would be done *[Undertone]*. Is it the word "National" that they are asking?

THE CHAIRMAN: No, no, no! They want the word "Protection" to be inserted in the long title *[Undertone]*, hold on! Hold on; to bring it in harmony with the name of the entity that is being established.

HON. HINDOLO M. GEVAO: Ok Mr Chairman I have seen it, they are trying to say, "National Consumer Protection Commission".

THE CHAIRMAN: Exactly *[Applause]!*

HON. HINDOLO M. GEVAO: Mr Chairman like I have said, looking at the Short Title, it says, "The Consumer Protection Act. The word "Protection" is in the Short Title. The Consumer Protection Act of 2020, we don't need to repeat it again in the Long Title, because it is actually captured in the Short Title *[Interruption]*.

HON. IBRAHIM B. KARGBO: Mr Chairman, can we understand this?

HON. HINDOLO M. GEVAO: Yes sir!

HON. MATHEW S. NYUMA: Mr Chairman, point of Order!

It the Act, as we have the Short Title and the Long Title. It is the Short Title that referred us to the protection of all what it entails here. We are talking of the protection of the Consumer and when you go to the Long Title, that one is expressed in the first sentence; so to come again at the last part of the sentence to say "The National Consumer Protection".

HON. HINDOLO M. GEVAO: Mr Chairman.

HON. MATHEW S. NYUMA: Hold on, hold on!

HON. HINDOLO M. GEVAO: The Long Title is the summary of the entire Bill.

HON. MATHEW S. NYUMA: No, hold on, hold on! And also, the Commission is defined in the application, it is clearly defined. What is the nomenclature given to the Commission? That is what is given here. It is not the Long Title you use to give the nomenclature to the Commission.

THE CHAIRMAN: Mr Leader of Government Business! We are legislating; let us carefully examine what the Long Title is telling us, it is doing three things, first, it is making provision for the Protection and Promotion of the interests of Consumers that is one. The second, it is making provision for the establishment of a Commission and that Commission is known as, "The National Consumer Protection Commission". That is what

they are saying. And the third element is that, it is also making provision for other related matters. Frankly, I can see the harmony.

HON. HINDOLO M. GEVAO: Mr Chairman let us add it, so we make progress.

THE CHAIRMAN: Thank you! The consensus is that we add it.

HON. MATHEW S. NYUMA: Mr Speaker I accept, but I think we have to check for the Draft's people; they are not here [*Undertone*]. No! They are not here, but we have to seek their consent before we do the final printing. Mr Minister, you have not told us your intention, what do you intent to have?

THE CHAIRMAN: Ha, ha, ha, ha!

HON. MATHEW S. NYUMA: I am asking.

THE CHAIRMAN: Nor, let me stop you right there!

HON. MATHEW S. NYUMA: I asked!

THE CHAIRMAN: We are now taking ownership.

HON. MATHEW S. NYUMA: In ownership I know, but what I am saying...

THE CHAIRMAN: Nor, don't bring the Minister into this; don't bring the Minister into this.

HON. MATHEW S. NYUMA: Ok, but I asked.

THE CHAIRMAN: The House is now taking full ownership of the Bill.

HON. MATHEW S. NYUMA: I am bringing up my own point. I will concede, but this one is ambiguous.

THE CHAIRMAN: What is the role of this Legislature? To make Laws.

HON. MATHEW S. NYUMA: We are making the Laws, but we do consultations.

THE CHAIRMAN: They have come with their points.

HON. MATHEW S. NYUMA: But we do consultations.

THE CHAIRMAN: Wait a minute!

HON. MATHEW S. NYUMA: If we have the Drafters here, we would have consulted them, but they are not around.

THE CHAIRMAN: Yes he is here, but Mr Leader!

HON. MATHEW S. NYUMA: For pure legal interpretation.

THE CHAIRMAN: Mr Leader, Mr Leader, Mr Leader!

HON. MATHEW S. NYUMA: Yes sir.

THE CHAIRMAN: I think it is right, it is straight and we will have to accept.

HON. MATHEW S. NYUMA: But I accepted.

THE CHAIRMAN: I am coming! The role of the Executive is to formulate policy, once those policies are being translated into law, it becomes the remit of this Legislature and we take full ownership of that, full ownership, so don't bring the Minister into this.

HON. MATHEW S. NYUMA: Nor! But we do consultations sir, I brought in the Minister for consultations; that is his Ministry, he must have some knowledge about the Bill, so consulting him doesn't necessarily mean we are going to take his opinion.

THE CHAIRMAN: He may have overlooked something Parliament has now seen.

HON. MATHEW S. NYUMA: So that is the overlooking we are now trying to sanitize; protection and no protection, I concede sir lets go ahead *[Applause]*.

HON. HINDOLO M. GEVAO: Thank you! That is the beauty of having the whole House into a Committee.

THE CHAIRMAN: So the word "Protection" is now inserted, so that it harmonises both the "Long title" and the name of the "Commission" to be established. Go on please!

HON. HINDOLO M. GEVAO: Thank you, Mr Chairman. Preliminary Clause *[1]*, "Application"; be amended by inserting the word "And" immediately after the word "Goods".

THE CHAIRMAN: Where is that?

HON. HINDOLO M. GEVAO: Part *[1]*, moving on,

THE CHAIRMAN: Hold on! Application?

HON. HINDOLO M. GEVAO: So it reads Mr Chairman, "This Act applies to the supply of goods "and" instead of "or", the first sentence Mr Chairman.

THE CHAIRMAN: OK, we got confused because you said, "Application be amended".

HON. HINDOLO M. GEVAO: It was a side note, I said Clause [1]. Moving on, the definition of the word "Acquire" be approved; so you have it under [2], the word "Acquire", we are asking that it will be approved.

THE CHAIRMAN: Ok!

HON. HINDOLO M. GEVAO: Moving on, we are saying the definition of the word "Adjudicator", be amended by inserting the words "Service providers" immediately after the word "consumer". so it would read "Adjudicator" means a legal practitioner appointed under Section [25] to determine a resolution to dispute between Consumer then; we are now saying, [comma], Service Providers.

THE CHAIRMAN: A resolution between?

HON. HINDOLO M. GEVAO: Consumers "Service providers", so we are suggesting the inclusion of the word "Service providers", because it is not only "Consumers" that the Bill will be covering. Service Providers are also catered for.

THE CHAIRMAN: I am going to allow the House to proceed by consensus rather than by voting, unless it becomes absolutely necessary [*Undertone*]. Good, I hope that is accepted?

HON. MATHEW S. NYUMA: Yes, yes.

THE CHAIRMAN: Thank you. Next!

HON. HINDOLO M. GEVAO: The next one still under Interpretation section,

THE CHAIRMAN: Appropriate Laboratory.

HON. HINDOLO M. GEVAO: On the definition of the words "Appropriate Laboratory"; be amended by inserting the word "An accredited" immediately after the word "Means".

Immediately, it will read, "Appropriate Laboratory Means", an Accredited Laboratory or Organisation, so we are suggesting the addition of the word "Accredited"

THE CHAIRMAN: No, "An Accredited" and you delete the word "a",

HON. HINDOLO M. GEVAO: Yes the word "a" must be deleted, then you insert the word "An Accredited".

THE CHAIRMAN: Very well! Let us move on.

HON. HINDOLO M. GEVAO: Moving on, that the definition of the word "Auction" be amended by inserting the words, "or any other mean" at the end of the sentence; so it would now read, "Auction means", any sale of goods or services at which some or all of the persons present compete for purchase of goods or services whether by way of bidding or any other means, after the word "Bidding" at the end of the sentence; we suggested that we add the words "or any other means"; because bidding will not be the only method of doing business, there might be other means of doing that transaction.

THE CHAIRMAN: Is that agreed?

HON. MEMBERS: Yes!

THE CHAIRMAN: Good, let us move on.

HON. HINDOLO M. GEVAO: We are coming down to the definition of the words, "Chief Executive and Commission" be approved. "Chief Executive" and the other definition "Commission" to be approved.

THE CHAIRMAN: I think there is a consensus for that, we move on.

HON. HINDOLO M. GEVAO: We are saying that the definition of words "Chief Executive Officer", that is the next definition.

THE CHAIRMAN: Means?

HON. HINDOLO M. GEVAO: Chief Executive Officer Means, "The Chief Executive Officer" appointed under Section [4]; we are saying let it be approved.

THE CHAIRMAN: Good!

HON. HINDOLO M. GEVAO: Then the other word, "Commission" means, "The National Commission."

HON. BASHIRU SILIKIE: Look at the Original Bill, is it "Charier"?

THE CHAIRMAN: Chief, Chief, Chief; there is a typo there.

HON. HINDOLO M. GEVAO: So we are saying the word "Consumer" the interpretation be approved, after Chief Executive Officer the other term, "Consumer" let it be approved.

THE CHAIRMAN: Which one?

HON. HINDOLO M. GEVAO: After Chief Executive Officer that we have just approved, the next Commission, we are saying let it be approved [*Undertone*]. So we are saying the word "Consumer" the interpretation be approved after Chief Executive Officer, the other term "Consumer" the interpretation be approved [*Undertone*].

THE CHAIRMAN: What?

THE CHAIRMAN: Pastor, Pastor, Please let us progress. Pastor, order! This is Parliament not your Church. Let us move on.

HON. HINDOLO M. GEVAO: Ok! Thank you Mr Chairman. So we are saying the word complaint.

THE CHAIRMAN: Yes.

HON. HINDOLO M. GEVAO: That the definition of the word "Complaint" be amended to read; "Complaint" means, any aspects of good or services or the conduct of the Supplier or Service Provider which cause or have the potential to cause detriment to the Consumer"

THE CHAIRMAN: So, it is the insertion of 3 words, after Supplier?

HON. HINDOLO M. GEVAO: Yes Mr Chairman.

THE CHAIRMAN: Or Service Provider?

HON. HINDOLO M. GEVAO: Yes Mr Chairman.

THE CHAIRMAN: I think that is good we move on.

HON. HINDOLO M. GEVAO: Grateful Mr Chairman. Moving to the word Consumer it's our amendment that the definition of the word "consumer" be amended by inserting the words "Or body corporate" immediately after the word "Person" so if you look at it, it will now read, Consumer means; "Any person or body corporate", who have acquired goods.

THE CHAIRMAN: Very well!

HON. HINDOLO M. GEVAO: Yes, we are now proceeding with our recommendations that the definition of "Consumer Association" be amended to read: "Consumer Association" means a voluntary body of person duly registered under any enactment, whose principal objective is to Protect and Promote Consumer interest.

THE CHAIRMAN: Ok, take us through that slowly please!

HON. HINDOLO M. GEVAO: Consumer Association.

THE CHAIRMAN: Means, a voluntary body of persons.

HON. HINDOLO M. GEVAO: Yes, a voluntary body of persons

THE CHAIRMAN: Duly registered

HON. HINDOLO M. GEVAO: Yes, under any enactment, whose principal objective is to protect.

THE CHAIRMAN: Hold, hold on, duly registered under any enactment, whose principal objective is...

HON. HINDOLO M. GEVAO: To Protect and Promote Consumer interest.

THE CHAIRMAN: Is to Protect and Promote Consumer interests.

HON. DR IBRAHIM B. KAMARA: Mr Chairman, I have just observed something, I am sorry for taking you aback, but I have just observed something.

THE CHAIRMAN: Don't take us back now, don't take us back, we are moving forward.

HON. DR IBRAHIM B. KAMARA: My God.

THE CHAIRMAN: The train is moving forward, don't take us back.

HON. DR IBRAHIM B. KAMARA: This could be essential.

THE CHAIRMAN: For all I can say, we might be here till 6 o'clock.

HON. DR IBRAHIM B. KAMARA: We did this review for two good days.

THE CHAIRMAN: Yes, because this is not a small Bill.

HON. DR IBRAHIM B. KAMARA: We did this review for two good days.

THE CHAIRMAN: So please I am not going to allow people to be taking us backwards and forwards once we get moving, the train would not stop. Let us go!

HON. HINDOLO M. GEVAO: Yes Mr Chairman, we are moving to the word Consumer

THE CHAIRMAN: Consumer Association we have done...

HON. HINDOLO M. GEVAO: Yes

THE CHAIRMAN: Next one.

HON. HINDOLO M. GEVAO: Now is "Consumer Contract".

THE CHAIRMAN: Yes.

HON. HINDOLO M. GEVAO: We are saying that from the definition of the word "Consumer contract" to the definition of the word "Inspector", be approved. That the definition of the word consumer contract to the definition of the words "Inspector" be approved.

THE CHAIRMAN: To Inspector?

HON. HINDOLO M. GEVAO: Yes Mr Chairman

THE CHAIRMAN: Where is that?

HON. HINDOLO M. GEVAO: Inspector is on page 5. So we have approved Consumer contract.

THE CHAIRMAN: We have consensus for that? We move on.

HON. HINDOLO M. GEVAO: Ok. Mr Chairman.

THE CHAIRMAN: Minister!

HON. HINDOLO M. GEVAO: Yes, that the definition of the word “Minister” be amended to read. Minister means, the Minister responsible for Trade and Ministry shall be construed accordingly; so we realised that there was some misplacement of words, so we said the definition of the word “Minister” be amended to read, the Minister responsible for Trade and Industry.

THE CHAIRMAN: Ok.

HON. HINDOLO M. GEVAO: That the definition of the word “Price”; be approved, that is after Minister. The definition of the word “Producer” be amended to now read; a person who grows, nurtures, harvest, mines, generates, refines, creates, manufactures, or otherwise produces the goods or causes any of those things to be done with the intention of making them available for supply in the Trade or Commerce within Sierra Leone”.

THE CHAIRMAN: Ok, that is a bit long; so the insertion is from...

HON. HINDOLO M. GEVAO: Producer with respect to any particular goods means, a person who, so now if you look.

THE CHAIRMAN: Or otherwise produces the goods, or causes any of those things to be down with the intention of making them?

HON. HINDOLO M. GEVAO: Available for supply in Trade or Commerce within Sierra Leone.

HON. ABU KEMOKAI: Mr Chairman.

THE CHAIRMAN: Hold on. So really in the original text

HON. HINDOLO M. GEVAO: Yes

THE CHAIRMAN: What you are saying is we delete the words “Within Sierra Leone” where do they appear?

HON. HINDOLO M. GEVAO: Nor! In the original text it says, grows, nurtures, harvest, mines, generate, refines, creates, manufacture, or otherwise produces the goods within Sierra Leone or causes any of those things to be done with the intention of making them available for supply in trade or commerce. So the word within Sierra Leone, you will notice it is at the end now; Trade or Commerce so “within Sierra Leone” is at the end of that sentence, so we are kind of removing produces the goods within Sierra Leone or causes any of those things to be done; the word “Sierra Leone”, we are removing it and bringing it at the end of the sentence.

THE CHAIRMAN: Very well. Yes!

HON. ABU KEMOKAI: Mr Chairman, just for...

THE CHAIRMAN: What is that?

HON. ABU KEMOKAI: For the sake of clarity, the goods and services; we seem to have left out the production of services, and I think this Act also includes the Service Providers; so therefore, I would like to suggest the amendment that, wherever you have goods, you also include “services”.

HON. HINDOLO M. GEVAO: I agree with you.

HON. ABU KEMOKAI: Thank you sir.

HON. HINDOLO M. GEVAO: Yes, we were trying to capture Service Providers heavily in entire Bill, we agreed with you; wherever you have goods, you can add the word “Services”.

THE CHAIRMAN: Ok [*Undertone*]. Yes.

HON. MATHEW S. NYUMA: Mr Chairman, it is “Or”; Goods or Services.

THE CHAIRMAN: It will now read, [*a*] grows nurtures, harvest, mines, generates, refines, creates, manufactures, or otherwise produces the goods or services or causes any of those things to be done with the intention of making them available for supply in Trade or Commerce within Sierra Leone.

HON. MATHEW S. NYUMA: Its ok now, it is ok.

THE CHAIRMAN: Where is the Chairman?

HON. MATHEW S. NYUMA: Hon. Gevao you see, I told you when I was making my intro that consultation, "Consultation" is very necessary [*Undertone*]. So now you are supporting me, Hon. Gevao, can you take your seat please! If the Minister feels that he has to do contribution, let him do so.

THE CHAIRMAN: Mr Minister, are we doing good to yourself

HON. MATHEW S. NYUMA: No, no, it is okay; he told me he is ok. I have been communicating with him. You are not ok so you see; we will now bring him in.

HON. HINIDOLO M. GEVAO: Mr Chairman, he has just made a suggestion on the recommendation we made.

HON. MATHEW S. NYUMA: Point of Order! He is piloting the Bill.

THE CHAIRMAN: Yes!

HON. MATHEW S. NYUMA: To be very honest, we cannot be allowed to speak for him; that is the reason he is here; so you can speak for yourself Sir.

THE CHAIRMAN: He was wasting his time.

HON. MATHEW S. NYUMA: So we can feel your input in the Bill, feel free; this is a rough process; don't worry.

MR EDWARD HINGA SANDY: Thank you very much Mr Chairman, and Honourable Members. The definition for "Producer" is actually targeting the producers within Sierra Leone, but the goods and services produced in Sierra Leone cannot only be traded in Sierra Leone; could be traded outside Sierra Leone as well. So what the definition was targeting was the production of goods and services within Sierra Leone, but Trade and Commerce could occur within Sierra Leone or outside Sierra Leone.

HON. KANDEH K. YUMKELLA: Mr Chairman, if I may rebut that a little bit, I think the Committee is right; you want to target goods and services produce here, but people could produce outside Sierra Leone, so what the Committee has done is to put at the

end means those who produce still and those who made it available in our markets. So it gives you a broader mandate, but why do you insist on only goods produced here?

MR EDWARD HINGA SANDY: The definition is not talking about producers out of Sierra Leone; the definition is talking about producers within Sierra Leone and if you continue to, what is produced in Sierra Leone is not going to be traded in Sierra Leone only; they are going to be trading outside Sierra Leone.

HON. HINDOLO M. GEVAO: But may I ask a question, is the intention of this Bill meant also for the protection of the consumers outside of Sierra Leone? Because we are saying “National Consumer Protection Bill”; because we are saying “Consumer protection”, so there are some areas where consumers have the right to bring an action against a producer, so by your intention, if we are extending it, then by extension somebody in another ECOWAS Country can use this Act, to bring an action against a producer in Sierra Leone; because his product has been supplied to that consumer out of Sierra Leone.

MR EDWARD HINGA SANDY: I think Sierra Leone has signed a number of protocols; we have the ECOWAS Trading Liberalization Scheme that allows our producers to also sell to other West African Countries. We also have the African Continental Trade Agreement; that allows producers in Sierra Leone to also sell to other Africa countries. And this Bill is about protecting consumers.

THE CHAIRMAN: Consumers where?

HON. HINDOLO M. GEVAO: Outside of Sierra Leone, that is my question.

THE CHAIRMAN: Nor, nor, nor; wait, wait!

Suspended of SO [5] 2

THE CHAIRMAN: Okay thank you. But Mr Minister, please take your seat, I will come back to you in a minute, any seconder.

THE CHAIRMAN: Mr Minister, you have the floor; now, you were saying something Mr Minister, kindly go over it again?

MR EDWARD HINGA SANDY: The definition of Producer is talking about who produces within Sierra Leone.

THE CHAIRMAN: Yes!

MR EDWARD HINGA SANDY: But the limitation on Trade and Commerce of what he produces should not be limited only to Sierra Leone.

THE CHAIRMAN: But can we legislate extra-territorially? We cannot, we can only legislate for Sierra Leone, not outside of Sierra Leone.

HON. MATHEW S. NYUMA: Mr Minister, let us go back to the Long Title, it talks about national consumer supposedly "Protection Commission", national is there and we only have the right to make Laws within our own jurisdiction; if we can only accede to Treaties Protocols,

THE CHAIRMAN: We are not like some countries.

HON. MATHEW S. NYUMA: That is the reason!

THE CHAIRMAN: Some countries.

HON. MATHEW S. NYUMA: To have a sovereign agreement, we have Parliamentary approval always. There is the reason we have "Parliamentary Approval" always so if we are talking here about producing it only has to in be Sierra Leone, not really talking about outside.

MR EDWARD HINGA SANDY: Mr Speaker, if the point which the Leader is making is agreed, I concede.

HON. MATHEW S. NYUMA: Thank you.

THE CHAIRMAN: Well as far as I know, Sierra Leone is a great respecter of international Laws; we make our Laws for Sierra Leone not for Extra-territorial entities. We know some countries they extend their Laws beyond the borders of their Countries, I don't want to call names [*Undertone*]. Wait a minute, I heard you, before you start bitten anybody else, I will send you out, Honourable Sorieba Turay [*Tamemkoh*], Mr Sorieba Turay withdraw that statement I heard you very clearly.

HON. SORIEBA TURAY: I withdraw Sir.

THE CHAIRMAN: And you better comport yourself; otherwise, that door would be your companion for rest of the day.

HON. MATHEW S. NYUMA: Mr Chairman, that one is very short, let him do it with apologies, he was talking to his Whip, Chief Whip of the Opposition [*Undertone*], no who [*Interruption*]? Can you clarify whom were you talking to?

THE CHAIRMAN: Whoever it was that language is Unparliamentary, Honourable Sorieba Turay [*Honourable Tamemkoh*], Order! Order!

HON. MATHEW S. NYUMA: Mr Chairman, please sir, for the records, please let us refer to him by his appropriate nomenclature Sir.

THE CHAIRMAN: What is his name, Sesay?

HON. MATHEW S. NYUMA: Abdul Sesay.

THE CHAIRMAN: Honourable Sorieba Turay, Alias "*Tamemkoh*" [*Undertone*], he is my friend but not when we are here.

HON. SORIEBA TURAY: I don't like mocking birds, I don't like mocking birds.

HON. MATHEW S. NYUMA: Thank you very much Sir.

THE CHAIRMAN: No, Honourable Sorieba Turay, you see the Atmosphere very serene, very congenial and we are working very hard, but you came in threatening to beat, so let it stop right there [*Undertone*]. Yes I heard very clearly, I am not hard of hearing. Okay let us move on.

HON. HINDOLO M. GEVAO: We are moving on. Mr Chairman, we have recommended that from the definition of the word "Pyramid", to the definition of the word "Trade or Commerce" be approved. From the definition of the word "Pyramid" that is immediately after the word producer to the definition of the word "Trade or Commerce" be approved.

THE CHAIRMAN: Very well, okay.

HON. HINDOLO M. GEVAO: Mr Chairman, here we need your input because it was our opinion that there was no need for Clause [3] in the Act. Clause 3 reads, so we suggested for its deletion, this Act shall be in addition to and not in derogation of any existing enactment; so we deem it unnecessary for that Clause, so we suggested that it be deleted.

THE CHAIRMAN: I agree.

HON. HINDOLO M. GEVAO: Yes, thank you Mr Chairman, thank you Honourable Members.

THE CHAIRMAN: There is no need for it; I think there should be a consensus on this.

HON. HINDOLO M. GEVAO: Thank you Mr Chairman. We are now moving on.

THE CHAIRMAN: We all agree?

HON. MEMBERS: Yes Sir.

HON. HINDOLO M. GEVAO: Mr Chairman, Honourable Members, we also suggested that we define the word "Standard Bureau". The rationale for that is most of what this Consumer Protection Act will be doing; will be in tandem with Standard Bureau. So we said Standard Bureau means; "The Standard Bureau established by Section [3] of the Standard Bureau's Act 1996, Act no. 2 of 1996. That is actually, the definition of Standards Bureau in another Act, so we imported it here. And Mr Chairman, I think that is not captured I will ask that Members understand that, it was our view that we should define the word "Sheriff". Sheriff in our understanding, can be the Sheriff of Sierra Leone; but we wanted the House to agree on the definition of Sheriff, because there are areas where we have mentioned "With the aid of the Sheriff", which is like the Police, the Inspector-General of Police, but it is a legal term given to the Inspector-General of Police for the Execution of certain "Orders" of the Court; so we wanted it to be captured here, least somebody says the word "Sheriff" is just a name, so we want the House to help us [*Undertone*]. Colleague Honourable Members, this is one job that we found very daunting like the Speaker himself said, we sat on it for the first time for 2 good days, the first day we did part of it we were here till 7 O'clock; the Chairlady for

the Trade Committee will attest to that. We came again the other day we were here till 7 O'clock, so even the Committee staff we had to show some understanding with them, they were under tremendous pressure to draft this report. Yesterday we proof-read it, edited it, for it to be available today, because of the importance of this Act. But we discussed it, Honourable Daniel Brima Koroma was there, that there will be need for us to define the word "Sheriff", we might want to leave it out, though it is not captured expressly in your recommendation, but it was discussed that we have made use of the word "Sheriff" in our recommendation maybe we might want to define Sheriff or Inspector-General of Police, so that wherever we find "Sheriff" as we go along we just have it as Inspector- General of Police. But there are areas where an Inspector cannot go unless with the aid of the Inspector-General of Police or the necessary authority for some inspection of goods; it is very important.

THE CHAIRMAN: But you did not put it in your report.

HON. HINDOLO M. GEVAO: Yes Mr Chairman, we discussed it. I think it was an oversight on the side of my Clerks. But we will proceed, Mr Chairman.

THE CHAIRMAN: But is there an existing enactment that defines Sheriff?

HON. HINDOLO M. GEVAO: Lamin Yansaneh, is there an existing enactment that defines Sheriff?

THE CHAIRMAN: I know it is the IG, but is there one that specifically defines "Sheriff" to mean the IG?

HON. HINDOLO M. GEVAO: I am sure Mr Chairman; we can define it, the Sheriff means, The Inspector-General of Police of the Republic of Sierra Leone.

THE CHAIRMAN: It is better to make reference to the Legislation.

HON. CHERNOR R. M. BAH: Mr Chairman, even if there is a Legislation to the effect, there is nothing stopping us from defining the Sheriff in this Bill, so we can still accommodate that, to say that the Sheriff means the Inspector General of Police

HON. HINDOLO M. GEVAO: Of the Republic of Sierra Leone.

THE CHAIRMAN: I agree.

HON. HINDOLO M. GEVAO: So Mr Clerk, capture that. The sheriff means, the Inspector General of the Republic of Sierra Leone. Thank you Mr Leader, I always drink from the wisdom and legal Knowledge of you and Mr Speaker. Thank you Sir.

THE CHAIRMAN: Fine, so let us move on.

HON. HINDOLO M. GEVAO: Mr Chairman, we are now under part [2] establishment of National Consumer Protection Commission of Sierra Leone, so we are saying Clause [4]; be amended in Sub-Clause [2] paragraph [C], by deleting the word "Things are" and substituting them with the word "Duties".

THE CHAIRMAN: Clause [4].?

HON. HINDOLO M. GEVAO: Yes, there is hereby established a body to be known as the National Commission Consumer Protection Commission of Sierra Leone, then after referred to as the Commission. The Commission should be a body corporate with perpetual Subsection having, Clause [4] be amended in Sub-Clause [2], paragraph [C] performing all other "Things are" as necessary. So we are saying by deleting the word "Things are" and substituting them with the word "Duties", so it will read performing all other duties as necessary.

THE CHAIRMAN: All other?

HON. HINDOLO M. GEVAO: Duties, so we are removing the words "Things are", paragraph [C], performing all other; the following words are, "Things are".

THE CHAIRMAN: Okay.

HON. HINDOLO M. GEVAO: So we are removing "things are" and replacing it with the word duties, so it will be performing all other duties as necessary.

THE CHAIRMAN: Very well; I think that is agreeable, move on.

HON. HINDOLO M. GEVAO: Mr Chairman, we recommended that Clause [5], on the next line, wherever you see [4], we are amending it to be [5]. Clause [5]; be amended as follows, we are done with Clause [4]. Clause [5]; be amended as follows, paragraph

[C]; be amended by deleting the word Solicitor-General and replacing it with the word, "A Representative of the Bar Association" qualified to be appointed as a Judge of the High Court. So if you look at [C] on the Board, there is a provision there for Solicitor-General; we would give the rationale Mr Minister. All of us in Sierra Leone know that the Solicitor-General is inundated with work, so if you say again you bring him here for his legal expertise, you can get any Lawyer of his standing to provide those expertise; so that is why we suggested a Representative of the Sierra Leone Bar Association. Maybe one day, Honourable Chernor R. M. Bah will be sent on the Consumer Protection or Honourable Daniel Koroma [laughter]. Mr Chairman; the rationale was actually to provide legal expertise on the Board and the Solicitor-General looking at the portfolio might be inundated with so many national duties so we said a Lawyer of his standing qualified to be a High Court Judge can perform those duties.

THE CHAIRMAN: Very well

HON. HINDOLO M. GEVAO: Grateful Mr Chairman. Moving on we are saying paragraph [D] be amended by deleting the word "two" and replacing it with "A Representative". So if we come to paragraph [D], two representatives of a registered Associations concerned with Consumer protection, so we are saying a representative instead of "two", we are saying 1 representative, that is our recommendation Mr Minister. Mr Minister, what we did as we go along, you will notice that we decided to spread it like as there is a Clause that spoke about four other members, we decided to split that four and brought in other relevant Authorities on the Board for their expertise and the like.

THE CHAIRMAN: So you are suggesting in place of the word two, [one]?

HON. HINDOLO M. GEVAO: Yes, in place of the word "two".

HON. KANDEH. K. YUMKELLA: Mr Speaker, I think there might be a rationale of giving a little bit more to the Consumer Protection folk on that Board, rather than one having two of them. I know you want to add additional people and I am questioning why you should reduce their representation, Mr Chairman?

HON. HINDOLO M. GEVAO: Okay let me just try to attempt in convincing you; if we go forward, if you look at the report Honourable Kande Yumkella, you will now realise that we have brought in a new [H]; a representative from Standards Bureau, a new [I]; a representative from the Food and Safety Authority, a new [J]; a representative from Pharmacy Board, a new [K]; a representative from Service Providers. So all of these have the interest of Consumers, if you look at the new [H] a representative from Standards Bureau

HON. KANDEH. K. YUMKELLA: Sure!

HON. HINDOLO M. GEVAO: That was not on the Board,

HON. KANDEH. K. YUMKELLA: Sure, I take note of that.

HON. HINDOLO M. GEVAO: If you look at the new [I]; a representative from the Food and Safety, most of the Consumers are in the consumption of food.

HON. KANDEH. K. YUMKELLA: I take note of that, but these are all Statutory Bodies; the Associations are the equivalent of Consumer Civil Societies, Mr Chairman.

HON. HINDOLO M. GEVAO: Yes Sir!

HON. KANDEH. K. YUMKELLA: I am also trying to convince you now;

HON. HINDOLO M. GEVAO: Yes Sir

HON. KANDEH K. YUMKELLA: I take note of all those you have added, they are all Statutory Bodies or Government entities. These Associations are equivalent to Consumer Civil Societies. I am saying don't reduce them, leave two of them, you can add all of those ones; but these are equivalent to Consumer Civil Society groups [Applause].

HON. HINDOLO M. GEVAO: Yes, I take your point, now my colleague is just juggling my memory; we had suggested but it was not captured that we wanted one member from Petty Trader's Council [Undertone]. Yes I mean we agreed in the Committee but they did not capture it, if you look at your note that we needed somebody from Petty Trader's Council so that Petty Traders themselves will be on the Board. But they did not

capture it, I take your queue so when we split that two, we gave one to the Petty Traders and left one to that body.

THE CHAIRMAN: Is there one called a Petty Trader's Council?

HON. DR MAHMOUD M. KALOKOH: Mr Chairman,

HON. HINDOLO M. GEVAO: Union of Petty Traders.

HON. DR MAHMOUD M. KALOKOH: In the informal Sector, we have the United Indigenous Commercial and Petty Traders Union.

THE CHAIRMAN: You have a proliferation of them, not one.

HON. DR MAHMOUD M. KALOKOH: I did not say one sir.

THE CHAIRMAN: So have they all come under one umbrella called a Council?

HON. DR MAHMOUD M. KALOKOH: Yes Mr Chairman, it is called a National Traders' Council. Mr Chairman that was the Council I left before I came to Parliament *[Applause]*. Mr Chairman, the issue of splitting the representative of the Consumer protection to one, I want to suggest that, they maintain the two. Before this time Mr Chairman, we have been seeing the robust efforts of Consumer Protection in ensuring that certain goods that were expired are checked so to have a single representation in that council will not suffice, Mr Chairman. We have three Consumer Protection Councils in this country and they have formed a consortium.

HON. HINDOLO M. GEVAO: Mr Chairman for progress, that is why we are in the Committee of the whole House, so if we say...

HON. DR MAHMOUD M. KALOKOH: Mr Chairman, I am not arguing with you.

HON. HINDOLO M. GEVAO: No, I agree with you.

HON. DR MAHMOUD M. KALOKOH: I would have been with you but sadly, I lost my Mother-in-law at Mattru jong, so I went for the burial.

HON. HINDOLO M. GEVAO: I am sorry!

HON. DR MAHMOUD M. KALOKOH: So let me just finish Mr Chairman. Let us maintain the two and let us get a representation from Petty Traders and not to split in the two.

HON. HINDOLO M. GEVAO: Thank you, Mr Chairman. That is why we are here in the Committee of the Whole House. Honourable Kandeh Yumkella has raised it, I mean if we are all in agreement we are entirely in the hands of the House, it is a suggestion, a brilliant one we are not averse, the Committee can never be averse to the decision of the Committee of the Whole House; so we can still maintain the two as it is in the Bill.

THE CHAIRMAN: Which paragraph, are you talking about?

HON. HINDOLO M. GEVAO: We are talking about a paragraph replacing it with the word.

THE CHAIRMAN: Is it paragraph [D]?

HON. HINDOLO M. GEVAO: Paragraph [C] be amended. We are on the Board under Clause [5], paragraph [C]; be amended by deleting the word paragraph [B]. Yes Mr Speaker, paragraph [D].

THE CHAIRMAN: So you maintain the two?

HON. HINDOL M. GEVAO: Yes, so we maintain the two there, Mr Chairman.

THE CHAIRMAN: Now let me hear the proposal again.

HON. HINDOLO M. GEVAO: So on the original Bill; it is two representatives of registered Association concerned with Consumer Protection.

THE CHAIRMAN: You want to leave that way?

HON. HINDOLO M. GEVAO: Mr Chairman, let me try again to tell them, we had experts from Consumer Protection Agency and one is somebody that had eaten heavily from the knowledge of education. He said they only have three and once you say two, it is already preconceived that the existing three, will be the one chosen. But that is why we said, let us split it to one and give the other one to the Traders, because they are one [*Undertone*]. So if you are now saying we still maintain it, they have only three

registered groups dealing with Consumer Protection, so two of the three will actually be on the Board.

HON. DR KANDEH K. YUMKELLA: Yes if I may help, what Honourable Dr Kalokoh is saying is; keep the two then you still add a representative of the Petty Traders, so now they have three Civil Society Groups there. The argument or if you have two then one will be left out they all don't need to be in they need to be represented, they can choose amongst themselves who the two are, but since they are so many Petty Traders' Associations, his suggestion is still give them one more position but you specify that, that is Petty Traders, so there are three Civil Society Representatives on the Board, because its heavy on Government right now.

HON. ISHMAIL S. SANDY: Mr Chairman, I think

THE CHAIRMAN: Yes.

HON. ISHMAIL S. SANDY: For the fact that the Consumer Protection Advocacy group has a consortium, why can't we just have a representative from the consortium and with the Petty Traders also? There is a variety of Associations, National Association of Petty Traders, but they have a consortium; we have one from each consortium, because the reason of my argument here is, we are having three of them. So, if we allocate two representations to them, there is tendency that one will feel left out in as much as we are not expecting everybody to be represented; but if we allow them come together amongst the three and have a representation and nominate one equally, the Petty Traders.

THE CHAIRMAN: Honourable Members, hold on! We are entering a very slippery slope here, and we have to be extremely careful. We are saying that we make provision for two representatives of registered Associations concerned with Consumer Protection. To the best of my recollection, there has always been a proliferation of Consumer Associations in the country, so which ones will have the privilege to be represented on the Board on this Commission? I was a little attracted to what the Honourable Member, was suggesting that there is an overall body known as the council?

HON. DR MAHMOUD M. KALOKOH: The Consumer Protection, we have three of them in the Association and they form what they call Consumer Protection Consortium; all of them come together and decide on issues on the way they should approach certain issues.

THE CHAIRMAN: Hold on.

HON. DR MAHMOUD M. KALOKOH: It serves as.....

THE CHAIRMAN: That consortium is all embracing?

HON. DR MAHMOUD M. KALOKOH: It is all embracing, equally.

THE CHAIRMAN: You can say that with some amount of authority?

HON. DR MAHMOUD M. KALOKOH: With authority sir!

THE CHAIRMAN: Mr Minister, I am sure you deal with these people all the time. Would you like to inform the House about your own experience?

MR EDWARD HINGA SANDY: Mr Chairman, Honourable Members, noting the concerns that Consumer Groups have with regards quality of work is being solved in the market; I think that is why the wisdom came to have two representatives of Consumer Protection Groups. In my view, a very strong representation can even be better than ten; but in the interest of voting in the Commission in case the need arises, I think due considerations will be given to having two representatives *[Applause]*.

THE CHAIRMAN: No! The two is not what I am concerned about; it is the number of Associations dealing with consumer protection.

HON. DR KANDEH K. YUMKELLA: Mr Speaker, can I help the Minister to deal with your issue?

THE CHAIRMAN: Yes!

HON. DR KANDEH K. YUMKELLA: Give him the flexibility, when he says he wants two, you could decide in consultation with the groups whether he takes from the consortium or he takes elsewhere, but at least, he had that degree of freedom. If you

specify the consortium, I see fights coming up later. He knows he can take two from their Association, so he will develop a process of identifying those two so I think we should not tie his hands to be too specific, he then has the degree of freedom that he could find processes to identify who those two are he can pick from the consortium one or some others; so my point is give him the flexibility sir.

THE CHAIRMAN: You know what flexibility means, discretion?

HON. DR KANDEH K. YUMKELLA: Discretion sir.

THE CHAIRMAN: You want to do that?

HON. DR KANDEH K. YUMKELLA: Mr Speaker, I was a Minister of Trade, I know the headache.

THE CHAIRMAN: Exactly!

HON. DR KANDEH K. YUMKELLA: When all of them came?

THE CHAIRMAN: Exactly!

HON. DR KANDEH K. YUMKELLA: We had the same issue when I was a representative in Nigeria, they had so many representatives, so my suggestion is, we give him the flexibility he will develop his process to see how he selects those two, and I am sure any Minister will be very careful to make sure that it is consensus. We have specified two from Associations, how we fix him or her; whoever the Minister would fix, we leave that to the discretion of the Minister.

HON. DR MAHMOUD M. KALOKOH: Mr Chairman.

THE CHAIRMAN: Hold on!

HON. DR MAHMOUD M. KALOKOH: It is my field Mr Chairman.

THE CHAIRMAN: I see the gallery, wait a minute! The gallery is joining us, I am afraid. I have to use that old phrase you are to be seen and not to be heard *[Undertone]*. Don't get carried away please! Yes Madam Chairperson.

HON. VERONICA K. SESAY: Mr Chairman, I don't want us to belabour on this because as you heard from the Honourable Member, this consortium comprises of the three bodies that came together to speak with one voice, sometimes they border me in my office; so if we are saying here two representatives from this consortium, I think it is left with the Minister to call them to choose among them because whenever they come, they speak with one voice, so we don't have to belabour on this, for the two representatives.

HON. SAA E. LAIMINA: Mr Chairman,

THE CHAIRMAN: You are a Miner; you want to come in? *[Laughter]*.

HON. SAA E. LAIMINA: Miners and Consortiums are very close. We are very close.

THE CHAIRMAN: Ok!

HON. SAA E. LAIMINA: With this set of people Mr Chairman, no doubt you see the proliferation of these categories of people giving the Minister headache. What I would suggest in future times borrowing the experience from Rwanda, whenever it comes to Legislation; the Government of Rwanda has little or no headache why? They will make sure they establish groups with recognised Executives whenever it comes to nomination, it becomes easier. What must we say, when we reach to the area of Youths, Timber Sellers etc. etc.? So the Ministry or the Executive Wing, they have a role here to play to make sure they always have established civil Societies supporting those Ministries so that decision-making will be very, very simple. Now, as far as this is concerned, as long as the consortium is convinced that A, B can be our representative we go by it; but this is just for future not only for the Ministry of Trade now, but for other Ministries, that they make sure they have established organisations of those Civil Society groups for smoother regulation like in Rwanda, Thank you very much.

HON. HASSAN A. SESAY: Yes Mr Chairman, I think the Honourable Member was trying to establish that these three groups form the consortium, if you include just two, and leave one out there is a tendency for the one to think that they are not being favoured. I think including all three groups that form the consortium in this Association,

might just serve the interest of all so that somebody would not be excluded *[undertone]*. I am not over-blowing it; I am talking from what I understood from the Honourable Members who deals with them on a regular basis, I think he knows them very well and knows that these three groups formed the consortium. And if the three groups form the consortium, let them all be represented because no one will want to feel excluded.

HON. CHERNOR R. M. BAH: Mr Chairman.

THE CHAIRMAN: Do you envisage it?

HON. CHERNOR R. M. BAH: Mr Chairman, when we use the word consortium it means we are together. So there should be no chaos and these Boards are time-bound. They could agree to rotate amongst themselves, say, your term lasts for three years, five years, but I don't know, because what the Bill says, then so basically let us don't blot the Board, because they also go with Financial implications.

THE CHAIRMAN: So, wait a minute!

HON. CHERNOR R. M. BAH: Honourable Dr Mahmoud Kalokoh, I am sorry; I have to go against you.

THE CHAIRMAN: I think all of you have valid points; that still does not address a concern that I have. Presently, you have three Consumer Protection Bodies who have come together to form a consortium, not so? In the interest of Unity, Oneness, and Speaking with one voice. What if tomorrow there is a split, human nature being what it is and you find other Consumer Protection Bodies being formed outside of the consortium, should we not restrict this membership, to members of the consortium so that you more or less give them the incentive to continue being part of the consortium and speaking with one voice. Let me listen to you.

HON. DR MAHMOUD M. KALOKOH: Very correct sir.

THE CHAIRMAN: Okay if I am correct then elaborate.

HON. DR MAHMOUD M. KALOKOH: Mr Chairman, you are very correct. Mr Chairman you see; if we insert the representation to be from the consortium, like the Leader of the Opposition mentioned; they would sit and consult among themselves.

THE CHAIRMAN: Correct.

HON. DR MAHMOUD M. KALOKOH: Then they will produce their candidates.

THE CHAIRMAN: Correct!

HON. DR MAHMOUD M. KALOKOH: And by way of the Constitution, everybody has right to form an organization and freedom of Association, but this is not the case with this one. Like the three organizations that I have mentioned, when we started the process of this Consumer Protection Act, in 2004, they participated fully and unto this point in time they are participating; so let us give them that advantage Mr Speaker. These are the two groups we are talking about, the Consumer Protection and the Petty Traders. If you look at these two groups, you will come to find out that the Consumer Protection organization is checkmating the activities of the Traders, because the Traders to some extent are Service Providers. So we go with that consortium sir. *[Undertone]*. No, the representatives should come from the Consumer Protection Consortium *[Undertone]*. And the one representative from the Traders should come from the National Traders' Council *[Undertone]*.

THE CHAIRMAN: Let me test something out, look at *[D]*; two representatives of registered Associations concerned with Consumer Protection which are members of the consortium, whatever you call it would help?

HON. DR MAHMOUD M. KALOKOH: Mr Speaker, that is correct because they are Autonomous Bodies and they are legally registered in this country, but to save time, let us use the Consumer Protection Consortium, because both of them belongs belongs to the group and they would come to sit and discuss certain issues, both National and other issues. When they want to go out to represent Consumer Protection out of the shores of Sierra Leone, they will sit and consult them, then they will identify an individual to go and represent them sir.

THE CHAIRMAN: And is the consortium a registered body?

HON. DR MAHMOUD M. KALOKOH: The registration of those legal bodies is an Autonomous Bodies.

THE CHAIRMAN: Nor, but the consortium

HON. DR MAHMOUD M. KALOKOH: Is a registered body and the Ministry of Trade can attest to this. We have been with them; for me before I left, I have been with them since the 90's.

THE CHAIRMAN: Let us hear the Deputy Leader.

HON. BASHIRU SILIKIE: Mr Chairman, I believe we should retain what is in the Bill, the reason being other organizations in future will have to emerge. Let us assume other organizations emerge and they decide not to join the consortium. Other organizations would emerge, today we have three maybe tomorrow organizations will emerge; so I believe we should retain what is in the Bill; which says *[D]*; two representatives of registered Associations concerned with Consumer Protection. We should retain it like that sir.

HON. HINDOLO M. GEVAO: I agree with the Deputy Leader of Government Business, because you cannot coerce somebody to join your consortium *[Undertone]*. You cannot like what we did for SLAJ, you will decide today to be a Lawyer and not be a member of the Sierra Leone Bar Association. It is your choice so let us leave it as it is in the Act, the Drafters must have a reason for that.

THE CHAIRMAN: So is that the consensus, we leave it as it is?

HON. MEMBERS: Yes.

THE CHAIRMAN: Very well! So these two representatives of registered Associations concerned with Consumer Protection.

HON. HINDOLO M. GEVAO: Yes, Mr Chairman.

THE CHAIRMAN: Yes, take us through to the next one *[E]* is fine.

HON. HINDOLO M. GEVAO: Paragraph [G], [E]; a representative of the Sierra Leone Chamber of Commerce Industry.

THE CHAIRMAN: No problem with that.

HON. HINDOLO M. GEVAO: No problem with that.

THE CHAIRMAN: What about [F]?

HON. HINDOLO M. GEVAO: We said paragraph [G]; be amended by inserting the word who shall be secretary. Paragraph [F]; that is where Mr Speaker we are saying, paragraph [F] be deleted.

THE CHAIRMAN: Was deleted?

HON. HINDOLO M. GEVAO: Yes [*Undertone*].

THE CHAIRMAN: But that is not reflected in your report.

HON. HINDOLO M. GEVAO: We expunged that one [*Undertone*]. Mr Chairman, it is [F]; that we split and brought in the new labelling we deleted [F].

THE CHAIRMAN: Is that reflected in your report?

HON. HINDOLO M. GEVAO: Honourable Members, the Committee proposed the insertion of the following new paragraphs to read, Mr Chairman, by mistake of the Clerks, they did not delete [F]; but the intention was to delete [F], and split the numbering in [F] into the different categories that we now brought on board, they should have said that paragraph [F] be deleted and the new numberings read as follows, but they did not do that and we agreed on that. That was the intention, because [F] had given provision for Four [4] members, so we said this specialised Statutory Bodies, who will have very good role to play on the Board be given that slot in [F].

THE CHAIRMAN: Now I think with that statement, all of us can understand why I am taking copious notes.

HON. HINDOLO M. GEVAO: Yes Mr Chairman.

THE CHAIRMAN: I go through almost every time we pass a Bill here.

HON. BASHIRU SILIKIE: Mr Chairman, the recommendation that has been made by the Legislative Committee to have a new paragraph to be inserted, a representative from the Standards Bureau, a representative from the Food Safety Authority, a representative from the Pharmacy Board, a representative from the Service Providers. Mr Speaker, Honourable Members, the reason why the Drafters inserted *[F]*, is for the President to have an opportunity to nominate somebody to be in the Board of his choice; you cannot have the Board that is 100% Institutional Representatives. Now they are recommending that everybody that is supposed to be in this board should be institutional representatives and you have not given the Minister or His Excellency any opportunity to nominate other members to be part of the Board. So that is why the drafters were clever enough and they said, four other persons having experience and knowledge in Consumer Protection, Industry, Commerce, Economics, Law or Public Administration; that one now is going to be recommended by the Minister to the President and that is going to be the President's representative on the Board. There is no way you have a Board that is 100% institutional representation sir *[Undertone]*. So I recommend that we retain *[F]* as it is. Thank you.

THE CHAIRMAN: What is the consensus?

HON. DR KANDEH K. YUMKELLA: I would support what he says, because sometimes you want to bring in a Professor of Food Safety, you might want to bring a Professor of Food Technology; if you have a problem with a particular product how it was produced, how they are contaminated , so I think I agree with Honourable Bashiru Silikie; you leave *[F]*, but it is not in lieu of the others; those others are specified such as, Standards Bureau, Food Safety, but you also had *[F]*.

THE CHAIRMAN: But that will be a much blotted Board.

HON. DR KANDEH K. YUMKELLA: Well maybe, you reduce the four to two.

HON. HINDOLO M. GEVAO: Mr Chairman, I would want the input of the Minister here, because I understand the rationale of the Deputy Leader that we would be given

the President the free hand, but when we look at Consumer Protection and the importance and sensitivity of it, you need people on this Board that are from specialized Institutions, because if the problem is with drugs, then you need somebody from Pharmacy Board to advise; if the problem is with food, perishable food, you need somebody from the Food and Safety with specialised knowledge to also comment, because we are here to also protect the Consumers. Mind you as we go along, we are going to come across provisions for sample taken, testing and results, so sample taken testing and result if you don't have people in specialised institutions on the Board, then the process of facilitating those things become a little bit cumbersome. So I agree with you if it were a situation where it could have been possible to maintain [F], and maintain the other letters; but if you maintain [F] and maintain the other letters, we are going to have a huge and large Board.

HON. DR KANDEH K. YUMKELLA: The number will only be fifteen, I just counted now with what you have is eleven plus the four you are adding, these specialize bodies it makes it Fifteen, is if fifteen member Board too big? It is too big?

HON. CHERNOR R.M. BAH: Mr Chairman!

THE CHAIRMAN: Yes!

HON. CHERNOR R. M. BAH: Basically everybody is talking sense all of them, but we must have a conclusion. The bottom line here is that, all of these others listed in the report: Pharmacy Board, the Standards Bureau, the Food Safety all of these are employees of Government, so they will represent Government's interest all of them. Yes, but then going further to those we were trying to justify, we should not forget that these Boards when they sit, they have the opportunity of inviting experts to assist them whenever they need experts' advice they would call on those experts to come in, advise them for that purpose and walk away again so we have to manage, because of the cost implications, we have to consider them.

THE CHAIRMAN: So if we maintain the Commission as presented to us, it will be a commission of eleven [11] members so let us keep it at eleven [Undertone]. Fine let us

move on then. So those other representatives yes, they can be invited, very well *[Undertone]*. No, we are taking *[F]*, *[F]* remains.

HON. HINDOLO M. GEVAO: So all the other new lettering goes.

THE CHAIRMAN: All the recommendations from the Legislative Committee goes!

HON. HINDOLO M. GEVAO: grateful Mr Chairman. We are down to clause *[6]* to be amended to read as follows, Sub-Clause *[1]* to read, "The Commission shall be responsible for the administration of this Act, and any other Act, assigned to the Commission". So Mr Chairman, we deleted "Any other Act assigned to the Commission", because you don't assign another Act to another Act, you have the mandate of dealing with your own Act.

THE CHAIRMAN: Very well.

HON. HINDOLO M. GEVAO: With your own Act.

THE CHAIRMAN: Very well, very well; go on.

HON. HINDOLO M. GEVAO: Sub-Clause *[2]* paragraph *[K]* be deleted. Sub clause *[2]* paragraph *[K]* what is it saying? Do all such Acts and things as are necessary incidental or conducive to the carrying out of its functions under this Act, we should not *[Undertone]*, ok then do all such *[Undertone]*, okay! Say it should not be deleted? But *[K]* should not be deleted, *[K]* remains.

THE CHAIRMAN: Okay.

HON. HINDOLO M. GEVAO: That a new paragraph *[K]* be inserted to read the commission shall collaborate with other Statutory Regulatory Instructions. Now a new Clause *[L]*. The Commission shall collaborate with other Statutory Regulatory Institutions in exercising its investigative functions. Mr Chairman, the rationale for the collaboration with other statutory institutions is because, let us say the Commission wants to deal with something with Pharmacy Board, you have to collaborate with Pharmacy Board *[Undertone]*. Yes, so any Statutory Institution you want to deal with, you can collaborate with them; so we added a new lettering which reads, "The

Commission shall collaborate with other Statutory Regulatory Institutions in exercising its investigative functions.

THE CHAIRMAN: Yes.

HON. HINDOLO M. GEVAO: We are saying Clause [7]; be amended by inserting the words “only” at the end of the sentence and by correcting the spelling “Tenure”, on the side note. So when you look at the spelling on the side note, the spelling is not properly spelt, then we are saying five years only; so it will read, “Subject to this part, a member of the Commission shall hold office for a term of five years and may be re- appointed to serve another final term of five years only”.

HON. BASHIRU SILIKIE: Mr Chairman, this is a bad precedence we have started, in giving the term limit to the Boards, five years. We cannot give term limit as Parliament and as the Presidency; it is only Parliament and the Presidency that have a term limit of five years. The term limit as we have been doing for Boards is three years, so it gives the opportunity to the President to look at the Board and make amendment after three years, if the Board is not performing; but you cannot give a term limit of five years to the Board [*Undertone*]. Thank you, three years.

HON. HINDOLO M. GEVAO: So Mr Chairman, we will take three for five.

THE CHAIRMAN: Very well [*Undertone*].

HON. IBRAHIM T. CONTEH: Sorry Mr Chairman.

THE CHAIRMAN: Are you deleting the word final as well?

HON. HINDOLO M. GEVAO: We did say three years only, instead of five years. We only added “only” at the end of it, because that is the standard.

THE CHAIRMAN: No, what I am asking you is,

HON. HINDOLO M. GEVAO: Yes Mr Chairman.

THE CHAIRMAN: The word final should have no place?

HON. HINDOLO M. GEVAO: Yes!

THE CHAIRMAN: So we delete it?

HON. HINDOLO M. GEVAO: Yes sir.

THE CHAIRMAN: Good.

HON. HINDOLO M. GEVAO: We delete the word "Final".

THE CHAIRMAN: And we add the word only at the end.

HON. HINDOLO M. GEVAO: Yes, so the word Mr Clerk "Final" is deleted and only at the end so five changes to three and final is removed.

THE CHAIRMAN: Alright! Go on.

HON. HINDOLO M. GEVAO: We are moving to Clause [8]. Clause [8] is amended as follows, side notes to now read, "Vacancy in the Commission". So if you look at the side notes of Clause [8] it says, "Termination of appointment"; so we are changing the word "Termination" to "Vacancy" in the Commission. Paragraph [G] be amended by inserting the words "Sexual offence", so paragraph [G] will now read thus, "If a Member is convicted of an offence involving fraud, dishonesty or Sexual offences", because it has been the norm that this House has taken an affirmative stands on sexual offences, such that if a Board member is found wanting of that, you have no place on that Board.

THE CHAIRMAN: Where would that be?

HON. HINDOLO M. GEVAO: At the end. Because Clause [G] is saying, if the member is convicted of an offence involving fraud or dishonesty, so we are adding Sexual offences and we are removing the word "or" so it could be fraud, dishonesty "or" "Sexual offences" so "or" comes after dishonesty [*Undertone*].

THE CHAIRMAN: Okay! Let us go on please!

HON. HINDOLO M. GEVAO: That Clause [9] be amended as follows, Sub-Clause [3] by deleting the word "May" and replacing it with "Shall".

THE CHAIRMAN: No wait a minute! I think if you go back to your report.

HON. HINDOLO M. GEVAO: Yes, Mr Chairman.

THE CHAIRMAN: You are saying Sub-Clause [7], where a member is for any reason unable to attend, where do we have that?

HON. HINDOLO M. GEVAO: Nor, we are on Clause [10] Mr Chairman. I am not sure we are there yet; if any person [*Undertone*].

THE CHAIRMAN: Okay where are you?

HON. HINDOLO M. GEVAO: We are on Clause [8].

THE CHAIRMAN: Sexual offences

HON. HINDOLO M. GEVAO: We have just finished Clause [8]; we are now on Clause 9, arrangement of business.

THE CHAIRMAN: Okay [9] yes.

HON. HINDOLO M. GEVAO: Yes Mr Chairman, we are saying that Clause [9] be amended as follow, Sub-Clause [3], which is on page [12], Sub-Clause [3].

THE CHAIRMAN: Yes.

HON. HINDOLO M. GEVAO: By deleting the word "May" and replacing it with "Shall" and by deleting the words "Not less than". So it will read, upon giving notice of not less than 14 days, a meeting of the Commission may, so we said instead of "May", is shall be called by the Chairperson and we are saying, we should delete the word "Not less than", to say shall be called "If one third", so you delete the word "Not less than". You just say, "Shall be called if one third" of the members so request in writing. But if the urgency of the particular matter does not permit the giving of any notice, a special meeting may be called upon given a shorter notice.

THE CHAIRMAN: Very well.

HON. HINDOLO M. GEVAO: Yes Mr Chairman; going forward, we are saying Sub-Clause [7], be amended to read as follows; "Where a member is for any reason unable to attend any meeting of the Commission, the member shall notify the Commission in writing for his absence.

THE CHAIRMAN: Okay!

HON. HINDOLO M. GEVAO: Okay! Moving forward we are saying, by deleting Sub-Clause [9], it says, "The validity of any proceedings, Act or decision of the Commission shall not be affected by any vacancy in the membership of the Commission or any defect in the appointment of any member or by reason that any person not entitled to do so, took part in the Proceedings". Our rationale for these, going forward when you come to clause 10, they are trying to suggest that; if a Member of the Commission is not present he can nominate another Member of that institution to represent him on the board of Commissioners. We are saying that Member will not have the authority to sit on the Board of Commissioners, because he did not come to Parliament, he was not been appointed by President, so he did not have the authority and hence that Clause of you been able to nominate another person to represent you is nugatory. So if that is it, Clause 9 that says the validity of any Proceedings, Act or decision of the Commission shall not be affected by any vacancy, when there is a quorum there is no vacancy. Once there is a quorum and the Commission meets. Is like Parliament, once there is a quorum the absent of any Member of Parliament does not affect our decisions, as long as there is a quorum.

THE CHAIRMAN: So 9 should be deleted?

HON. HINDOLO M. GEVAO: Yes, just trying to justify.

THE CHAIRMAN: Very well! We move on 10.

HON. HINDOLO M. GEVAO: Yes D, Sub-Clause 10; be amended to read the Commission shall cause minutes of the proceedings of every meeting to be kept in proper order. The Commission shall cause minute to be kept of the proceedings of every meeting of the Commission, so we amended that one.

THE CHAIRMAN: Minutes of?

HON. HINDOLO M. GEVAO: We said the Commission shall cause minute of the proceedings of every meeting to be kept in proper order. So what we did there; the repetition of the Commission came twice, so we took away one to make proper sense

of it. In the original text, it says the Commission shall cause minute to be kept of the proceedings of every meetings of the Commission, so we are saying the Commission shall cause minutes of the proceedings of every meeting to be kept in proper order for Standards, that is how we saw it in other Act, so we replicated that one. Yes! Going forward, Clause 10 is amended as follows; Sub-Clause 1; be amended to read, a Member of the Commission who has an interest whether direct or indirect in any matter been considered or to be considered by the Commission shall disclose the nature of his interest and the disclosure shall be recorded in the minute of the Commission. And such Member shall not take part in any of the deliberation or decision of the Commission relating to that matter. So when you look at 10, it was a little convoluted, so we decided to have some Standard Clause. It says, if any person is present at a meeting of the Commission or a Committee of the Commission, at which any matter in which that person or any Member of the person immediate family is directly or indirectly interested in the private capacity, as a subject of consideration, that person shall as soon as practicable after the commencement of the meeting disclose that interest. Mr Chairman, these are disclosure of interest.

THE CHAIRMAN: Okay let's go; we need some speed now.

HON. HINDOLO M. GEVAO: Grateful Mr Chairman, Sub-Clause 4 is amended to read, the Chairman and Deputy Chairman shall give the written notice to the Minister of all pecuniary interest that any of them have in any business carried in Sierra Leone or in anybody cooperate carry on such business. That is disclosing the interest of the Chairman and Deputy Chairman. They express their interest to the Minister and not at every meeting.

THE CHAIRMAN: Very well.

HON. HINDOLO M. GEVAO: Clause 11; be amended as follows Sub-Clause 2 be amended by deleting.

HON. DR MAHMOUD M. KALOKOH: I have a problem with the one you have just mentioned the Chairman and the Deputy Chairman, why the Deputy? They were talking

about the nomenclature. So let us just use the Chairperson, or the Chair and not the Deputy in the absent of the Chair, the Deputy takes over the responsibility.

HON. HINDOLO M. GEVAO: So these are two different forms.

THE CHAIRMAN: But they are both Members of the Commission.

HON. HINDOLO M. GEVAO: Yes as at the time they express their interest to the Minister, they are not standing as one; they are standing as two different people, so if you just say the Chair is just the Chair that will disclose the interest and not the Deputy when occupying the position. At the time that he will be required to disclose his interest

HON. DR MAHMOUD M. KALOKOH: In as much as deliberating as a Board, the Chair, the Deputy is there as a Member. If he sees any interest, he or she is bound to declare that, but there is no need mentioned the Chair and leave out the Deputy.

HON. HINDOLO M. GEVAO: Okay.

HON. DR MAHMOUD M. GEVAO: What about the other Commissioner,

HON. HINDOLO M. GEVAO: Okay let me say this; the position of the Chairman in the position in the Act, the position of the deputy chairman is a position in the Act. They are not saying they should disclose their interest at every given deliberation of the subject matter, the principal Act is saying; they should disclose their interest to the Minister directly. To the Minister not at every deliberation of a subject matter, the other commissioners should disclose their interest at every deliberation of a subject matter; they are not disclosing it to the Minister. So that is why we are saying the chairman.

THE CHAIRMAN: And the disclosure is when at the point of appointment?

HON. HINDOLO M. GEVAO: At the point of appointment.

THE CHAIRMAN: Exactly!

HON. HINDOLO M. GEVAO: At the point of appointment.

THE CHAIRMAN: Are you happy with that Sir? Thank you let us proceed.

HON. HINDOLO M. GEVAO: We are saying Clause 11, be amended as follows, Sub-Clause 2; be amended by deleting the word not "exceeding" and by substituting it not less than and not exceeding Le 50Mln. So Clause 11 Sub-Clause 2, a person who contradicts Sub-Section 1, commit an offence and is liable on conviction to a fine not exceeding Le20Mln, so what we did we gave it a lower cap and an upper cap not less, not less than Le20Mln and not exceeding Le50Mln.

THE CHAIRMAN: So it is not, less than?

HON. HINDOLO M. GEVAO: Not less than Le20Mln and not exceeding Le50Mln. The act merely said; not exceeding Le20Mln. So we are saying the fine should not be below Le20Mln, but it should not be above Le50Mln.

THE CHAIRMAN: Okay!

HON. HINDOLO M. GEVAO: And the year we be maintained in clause 12; be amended as follows.

THE CHAIRMAN: Clause what?

HON. HINDOLO M. GEVAO: Clause 12; be amended as follows Sub-Clause 1; be amended to read; "The Commission may by resolution delegate a Member of the Commission either generally or otherwise as provided under this Act.

THE CHAIRMAN: As provided?

HON. HINDOLO M. GEVAO: Under this Act. It is read the Commission may by resolution.

THE CHAIRMAN: So you removed the instrument?

HON. HINDOLO M. GEVAO: Yes! No we said the Commission may by resolution delegate to a Member of the Commission either generally or otherwise as provided under this Act, by provided by the instrument of delegation.

THE CHAIRMAN: As provided under this Act?

HON. HINDOLO M. GEVAO: Yes! What we removed is by the instrument?

HON. DR KANDEH K. YUMKELLA: Under fines Mr Chairman Le50Mln seems small for a body cooperate, that sub-standard products or imports sub-standard products and shipped into this country, Le50Mln they used is small is Are those fines reasonable?

HON. HINDOLO M. GEVAO: So we can increase it.

THE CHAIRMAN: What do you proposed?

HON. DR KANDEH K. YUMKELLA: I was just thinking about it Minister could help.

HON. HINDOLO M. GEVAO: This is dealing with confidentiality; I think we pegged it at 1Bln. 1, be amended as follows, Sub-Clause 1; be amended to read, the Commission may by resolution delegate to a Member of the Commission, either generally or otherwise as provided under this Act. Sub-Clause 2; be amended to read a power delegated under Sub-Section.

HON. MATHEW S. NUYMA: Let me observe, I just want to follow the spirit of this Clause, why did you remove instrument? I just want to know, because instrument is some kind of legal something that we are talking about, but when you debate instrument, following the resolution or the Committee's conclusion giving credent to that particular nomination. So I just want to know why you removed instrument.

HON. HINDOLO M. GEVAO: This is an Act, it was our idea that an Act cannot be subject to an instrument, so you subject the power of delegating the Act and not to an instrument. We are subjected to the very Act that we are passing, because the instrument is not going to be an instrument passed by us.

HON. MATHEW S. NYUMA: The instrument is a proper legal language.

THE CHAIRMAN: The instrument is there, you already have the resolution.

HON. MATHEW S. NYUMA: Mr Speaker, maybe by resolution, delegate to a Member of the Commission either generally or otherwise as provided by the instrument of delegation.

THE CHAIRMAN: No as provided under this Act.

HON. MATHEW S. NYUMA: No, I am talking about the Bill itself. The instrument has something that you need to explain.

THE CHAIRMAN: The delegation is now going to be done by way of a resolution.

HON. MATHEW S. NYUMA: The one that they are proposing?

THE CHAIRMAN: By way of resolution?

HON. MATHEW S. NYUMA: I think for me the one in the Bill is more appropriate for legal interpretation Sir.

THE CHAIRMAN: In addition to the resolution?

HON. MATHEW S. NYUMA: Yes! That particular Clause should remain Mr Chairman; just look at it carefully, "by instrument of delegation".

HON. HINDOLO M. GEVAO: Let me just say Mr Leader.....

HON. MATHEW S. NYUMA: You should have convinced us why not instrument, because powers are given through instruments by legal terms. And instrument entails so many things you would like to put in a particular agreement; or you want to delegate, so that is more appropriate in terms of the legal language.

HON. HINDOLO M. GEVAO: Okay!

HON. MATHEW S. NYUMA: Yes! Let us leave it like that.

HON. HINDOLO M. GEVAO: Mr Leader!

HON. MATHEW S. NYUMA: Yes Sir!

HON. HINDOLO M. GEVAO: The Board takes a resolution, the resolution is in the document that they want to delegate this particular Commissioner to go and do a particular action. And the Act gave them that right to take that resolution, so if you are saying it has to be expressly stated again in a legal instrument; so if it is not in that instrument, they would not have the power to delegate, because the Act on its own does not suffice you to delegate unless the instrument expressly gives you the power to delegate.

THE CHAIRMAN: The Instrument if I may add has to be part of the schedule; if you insist on an instrument.

HON. HINDOLO M. GEVAO: Yes! Mr Chairman.

THE CHAIRMAN: Thank you.

HON. MATHEW S. NYUMA: Thank you very much.

HON. HINDOLO M. GEVAO: Thank you Mr Leader. So we are on Clause 13. Clause 13; be approved.

THE CHAIRMAN: You finished with 12?

HON. HINDOLO M. GEVAO: Yes! We have finished with 12, where we said power delegated under Sub-Section 1 may be exercised or performed by the delegate as directed by the Commission.

THE CHAIRMAN: Clause 13, be approved?

HON. HINDOLO M. GEVAO: 14 is amended as follows, Sub-Clause 5, Paragraph [d] by inserting at the end of the sentence the following words for the attention of the District Resolution Committee. Sub-Clause 5, paragraph [d]. Clause 14; be amended as follows, Sub-Clause 5, paragraph [d] by inserting at the end of the sentence the following words for the attention of the District Resolution Committee. So you say, we see on behalf of the Commission any complaint, and then we say for the attention of the District Resolution Committee. Because Mr Chairman, we said the Chief Executive Officer if he merely receives, he is not the one that will be dealing with the complaint; so you will receive for the attention of the District Resolution Committee.

THE CHAIRMAN: Go on! Go on!

HON. HINDOLO M. GEVAO: Grateful! We are now on B, paragraph [T]; be amended to read paragraph [F], and by deleting the letter S, on the word "Functions" and by also deleting the word "AND".

THE CHAIRMAN: Wait a minute! Where are you?

HON. HINDOLO M. GEVAO: Paragraph [7].

THE CHAIRMAN: Yes 15!

HON. HINDOLO M. GEVAO: No! Mr Speaker. We want the House to take something into cognisance; I am recommending that paragraph 14 Sub-Section 3 be deleted. 14[3], in the parent Bill says, the Director General shall be an Ex-Official Member of the Commission, but shall have no right to vote at any meeting of the Commission. This is a new Commission it cannot have an Ex-Official, because an Ex-Official by interpretation could, be somebody who might have served, and leaving that position you become Ex-Official of the office that you might have served But it is a new Commission.

THE CHAIRMAN: Where are we?

HON. MATHEW S. NYUMA: Read the others; go to the [7] page 14.

HON. HINDOLO M. GEVAO: Page 14, we don't have Director General even in the Bill, we have Chief Executive Officer, so we are saying let it be on expunged.

THE CHAIRMAN: So 3 should be expunged?

HON. HINDOLO M. GEVAO: Yes! Mr Chairman.

THE CHAIRMAN: Good!

HON. HINDOLO M. GEVAO: So, we are going to 15.

THE CHAIRMAN: How did the Director General came into this?

HON. HINDOLO M. GEVAO: Computer work, Clause 15; be amended as follows, Sub-Clause 1; be amended to read "The Chief Executive Officer may designate any employee of the Commission as Inspector for the purposes of this Act". Clause 15 Sub-Clause 1; be amended to read, "The Chief Executive Officer, may designate any employee of the Commission as Inspector for the purposes of this Act".

THE CHAIRMAN: Okay.

HON. HINDOLO M. GEVAO: Yes! The Chief Executive Officer may designate any employee of the Commission or any person appointed as inspector under any other

enactment that is what we had problem with. To say you can designate any other person appointed as Inspector under any other enactment, the Constitution of Sierra Leone is an enactment, so an Inspector of Police were saying if we had allowed it to say an Inspector of Police can be appointed by the Chief Executive Officer as an Inspector of the Consumer Production Agency. Because the Sierra Leone Police Force is an enactment, so we decided to say, the Chief Executive Officer may designate any employee of the Commission. As Inspector for the purposes of this Act, so the appointment is limited to Members of the Commission and not outside the Act, creating the Commission. Sub-Clause [3], be amended to read as follows, "The Chief Executive Officer shall upon receiving a complaint, provide an Inspector for the purposes of an investigation with an identity card which should be used as evidence of the Inspector's appointment under this Act. Sub-Clause 3, 15 [3] The Chief Executive Officer shall provide an inspector with an identity card which should be used as evidence of the Inspector's appointment under this Act.

THE CHAIRMAN: Yes.

HON. HINDOLO M. GEVAO: We are saying that; a new Sub-Clause 5, be inserted to read, "The Chief Executive Officer in assigning an Inspector to an investigation, which he deems technical in nature shall in consultation with other Statutory and Regulating Bodies", so Statuary Regulating Bodies; we delete the word "AND", I think is a typo consultation with other Statutory Regulating Bodies, cause the Inspector to be accompanied by officers of the relevant bodies in undertaking the investigations.

THE CHAIRMAN: Yes.

HON. HINDOLO M. GEVAO: So that is a new Sub-Clause 5, so it has to do with Medicine in collaboration with the Medical Dental Association, or the Pharmacy Board the Inspector, will do the job in consultation with that specialised body.

THE CHAIRMAN: Yes.

HON. HINDOLO M. GEVAO: That Clause 16, 17 and 18 be approved. Clause 16, 17 and 18, be approved.

THE CHAIRMAN: Yes.

HON. HINDOLO M. GEVAO: Clause 19.

THE CHAIRMAN: Yes.

HON. HINDOLO M. GEVAO: Let us look at it. We are suggesting for it to be deleted limitation of liabilities, a person or body to whom this Section applies shall not be liable for anything done or omitted in the performance or purported performance of a function of the Commission, unless it is shown that the Act, or omission was done in bad fate. The determination of "Bad fate" is bad and creating immunity for all of those people that work on these bodies, I think is a bad precedent.

THE CHAIRMAN: So you?

HON. HINDOLO M. GEVAO: So we are suggesting that Clause 19 be deleted.

THE CHAIRMAN: Okay.

HON. HINDOLO M. GEVAO: Yes Sir.

HON. MATHEW S. NYUMA: They are carrying out some functions that, you know you are trying to do some enforcement, so if you say you are with an Inspector or whoever the officer will be in charge and at the end of the day, they are going to look at him differently. Don't forget we are talking about Suppliers or Service providers; some of these people have influence over certain things. So for me we need to protect those that putting on the line for the implementation of this particular Act, or what so ever they are going to do. So for me we look at something there to protect them. Either we borrow from them, because they are other provisions we have, that do give protection to those who are implementing.

THE CHAIRMAN: But you don't want to put the onus on somebody else to prove bad fate.

HON. MATHEW S. NYUMA: No! That is the reason am I saying; they should not just saying delete the whole of 19, we put something there to protect them.

THE CHAIRMAN: To protect who?

HON. MATHEW S. NYUMA: Those in charge to implement, for anybody in the performance of his or her duty that is what I am saying. If the language that they have used was done in bad fate, that is what we are saying. They will look at something we can put there for protecting them in performance of their duties.

THE CHAIRMAN: But the Clause is saying; that the person is not liable for anything done in performance of his duties or functions, unless it is done in bad fate. Who is going to prove bad fate?

HON. MATHEW S. NYUMA: The Commission! We have the Commissioner; he must carry his responsibility in giving guidance. For example if I want to go; say I am the Inspector, I want to enforce, you cannot go beyond what is given to you. So the Commission must guide when you are going out to execute your duty. So in a bad fate, it is the Commission that determines what bad fate is. So we need to protect them, Mr Chairman.

THE CHAIRMAN: I am worried about the immunity that you are granting.

HON. MATHEW S. NYUMA: No! Look, I just answered that question but there is still provision for 19 [2b]; "Each Commissioner, the Chief Executive Officer, Inspector or a person who is or acting as an Officer, Employee or Agent of the Commission or performing a function on behalf of the Commission". So is the Commission that has to decide; even the Chief Executive Officer. So, bad fate has to be determined by the Commissioner; I see nothing wrong about this one; Limitations of Liabilities.

HON. HINDOLO M. GEVAO: Mr Chairman, I know you have been somebody top on the Law and legislating, so let us look at 8; the Section deals with Inspectors; generally. It says; "*a person or body to whom this section applies shall not be liable for anything done or omitted in the performance or purported performance of a function of the Commission unless it is shown that the act or omission was done in bad fate*".

Mr Chairman, Honourable Members, I do not want to bring the performance of other Institutions in this. But we want to outline this function of Inspectors to those of the Officers of the Under Sheriff; like the Bailiffs. Mr Chairman, several times Sierra

Leoneans have complained that when the Under Sheriffs go into their places to execute, Gold will get missing, Watch will get missing and valuables will get missing; that is not what they present. We also have to protect these suppliers, because they are also Sierra Leoneans. So an Inspector goes there, he says okay; I took \$50,000 of his money, he is alleging that \$50,000, of my money got missing. And that Inspector says whatever happened there I did not do in bad fate, I was doing it under my duty as an Inspector. So there is no liability, and these people are going to be let into the business warehouse, premises of other Suppliers. We can delete it, but we also have to look at the nature, honesty of those that this Commission will be appointing as Inspectors so that these business people are also not taken for granted because; we have the protection of immunity.

HON. MATHEW S. NYUMA: That is the reason I always tell Members to follow the spirit of the bill. When you remove the Inspector from the General enactment you said; under this Act, so you are charged with the responsibility of scrutinising your own Inspectors. They should be decent people like the Police people, that is the intention. You train somebody in a good spirit to have decent Police Officers. What they are doing now, if we can judge them by their conducts of that particular moment, but the spirit of that is to have Police Officers; you have to screen them and give those proper training and put them to man the Affairs of the State. Under this Act, they are charged with the responsibility of scrutinising, and training a professional Inspector, Mr Chairman. Now I refer to other Acts when I was making my submission, I said they have to be in conformity with other Acts; and it is very clear in the local content Act. Thanks to the Clerks for giving me this one, it is clear, we are talking about the Board giving immunity, it is just the Board not the Commission, and the Commission is of higher grade than the Board. So if you can give the Board the immunity in discharging your duty, we are talking of Inspector. Thinking about the society, the type of people you are going to meet; the level of understanding so we have to give protection to those who are going to discharge their duties.

Mr Chairman, if you go to a local content which I think Members do not have, but let me just read for the edification of the House; it has two similar things in Clause 9. We are in Clause 19, "In 2015, the Sierra Leone Local Content Agency Act Immunity of Board etc. No action or other proceedings shall lie or be instituted against any Member of the Board or Member of a Committee of the Board for or in respect of any Act or thing done or omitted to be done in good fate in the exercise of his functions under this Act". And if you go below Committees of the Board, they are also given the same immunity. The Board may for the discharge of its functions appoint 1 or 2 Members of the Committee consisting of Members of the Agency or Board to perform the functions and reports to the Agency of the Board. So is like similar things happening here, so if you say; if I have just a Board and the Commission, I think the Commission is of higher standard that you can give them the protection, but for me is not for the difference between the Board and the Commission. For me is about the Inspector, because they have removed from having other enactment under this Act. So they are charged with the responsibility to train a qualified and professional Inspector.

HON. HINDOLO M. GEVAO: Okay! Mr Leader the Act will defeat itself if we give them immunity Mr Chairman.

THE CHAIRMAN: Absolutely.

HON. HINDOLO M. GEVAO: At the start of the Act Mr Leader if you say; this Act shall be a body cooperate and has the right to sue and be sued. If you look at the Act, the Commission shall be a body corporate with perpetual succession having a common seal and shall in its corporate name be capable of suing and being sued. And now we are saying they can sue and be sued, and we are coming to say they cannot be sued on one breath?

THE CHAIRMAN: You are giving them immunity?

HON. MATHEW S. NYUMA: No, no, no! It is very clear; that does not mean they cannot be sued; they can sue if they did not act in good fate.

THE CHAIRMAN: Who is going to prove the good fate?

HON. MATHEW S. NYUMA: There is a Commission! I am still saying this, the Commission! So we can say you should not train the Inspectors because you doubt the Inspectors; he just cited a hypothetical case. We thought they act in the Spirit; they said "Enactment"; talking about Police Officers and other security personnel. They are now saying under this Act, they should recruit their own Inspectors.

HON. HINDOLO M. GEVAO: Mr Leader, I want you to read further, read further.

HON. MATHEW S. NYUMA: Let me come, let me come! That is why it is there; 'if you have acted in bad fate', who is going to prove? There is a Commission! It is the Commission that would say no, "You acted in bad fate". And they will come and sit and discipline their staff. But you have to protect them, because the people they are going to meet are sometimes informal people. Think about "Abacha" Street; if you want to go and do enforcement as Inspectors, just think about it, Honourable Bangura.

HON. HINDOLO M. GEVAO: I am not averse to your suggestion. Mr Chairman, if you look at Clause 2, it is saying; Sub-Section 1 applies to the Commission; each Commissioner, the Chief Executive Officer, Inspector or persons. So if you have exempted the Commissioner, the Chief Executive Officer, you have exempted the Inspector or persons who is or is acting as an Officer employee or Agent; so if you have exempted all of them from liability; why again do you say is a body corporate that can be sued? You have already exempted them from liability and you are saying is a body corporate within. So we can only say, let us exempt them, let us give them the right to sue, but they cannot be sued; because the Commission, like the Anti-Corruption Commission, comprises of the Commissioner and other members in the Commission. So if you exempt all of the Senior Staff members; Employees, Commissioners, Inspectors, that they all have immunities, so they cannot be sued for anything done, but you say is a body corporate.

THE CHAIRMAN: Leader of Government Business, I am sure you don't want to give them an open cheque to go and behave as they like?

HON. MATHEW S. NYUMA: There is limitation.

THE CHAIRMAN: No, I am sorry, there is no limitation! And the onus is on the person accusing them to prove bad fate! And that is very difficult to prove!

HON. MATHEW S. NYUMA: Mr Chairman, I don't want us to build a hypothetical case. I want us to build a real scenario; we are not assuming that it would be difficult to prove. Otherwise, we are here, we have immunity from the Constitution, because here is our platform where we lambast people, we criticise people, we have immunity here; out of the Chambers there is no immunity and likewise when you are within the precinct there is immunity too. So I will stand here and speak here, nobody takes me to the Court, but I cannot misuse that one; you are here to control us, you are the Presiding officer. In as much as I have immunity, I must be checked. So what we are saying is the Commission that you are giving responsibility to go discharge its functions and act in bad fate. Let us have faith in the Chief Officer and the team. They can be prosecuted, these are decent Sierra Leoneans, and they are going to be approved by Parliament. So we are giving them powers to act, so that is the reason I am still making reference; why they removed the language "enactment" and the spirit because of some of these Clauses we have; they just removed it and we accepted it in good fate. So let us allow these people to have immunity in good fate, because when the Police Officer is discharging his or her duties, he has immunity because of the Coat of Arm. If I have my crown on and you abuse me, because of that Coat of Arm, you have challenged the State and you can be prosecuted; that is their immunity. So their immunity must be given to them. That is the reason Members here will stand up and say anything, but you control us because you are the Presiding officer. We cannot go beyond bounds because we have immunity; likewise this one too. If you have acted in bad fate who should determine is the Commission, because the Commissioner is going to send them to go and do the inspection. Think about it Mr Chairman, I rest my case.

THE CHAIRMAN: And you want to exempt the Inspector who is sent?

HON. MATHEW S. NYUMA: No he is not exempted! If you act in bad fate you are going to be prosecuted; that is what they are saying here. If you act in bad fate you are going to be prosecuted, Mr Chairman!

THE CHAIRMAN: And the prosecution will carry the onus of proving bad fate!

HON. MATHEW S. NYUMA: Always, when you are charged with a responsibility and you acted in bad fate somebody has to prove it. In this case the Commission will set up a Disciplinary Board to investigate you.

THE CHAIRMAN: I will rather say, we leave this; let us leave this to the General Criminal Law, rather than to give them immunity.

HON. MATHEW S. NYUMA: So that is the reason they removed the language “an enactment”; that is my argument. They removed it, Mr Chairman, So who is going to train the Inspectors? If you start to doubt the Inspectors, why are you sending them in the field? Are you sending criminals in the field?

THE CHAIRMAN: No, you are subjecting them, the Inspectors to the General Criminal Law!

HON. MATHEW S. NYUMA: So we go back and make the amendment, that is what I am saying; we should do that amendment.

THE CHAIRMAN: No, no! By getting rid of this provision you are subjecting them to the General Criminal Law; you are not giving them immunity and I see no bases for giving them immunity, even the Police does not carry immunity.

HON. MATHEW S. NYUMA: No, they have a complaint Board! Even the Lawyers do; they all have! But the point we want to make clear is, you said; who is going to investigate them after the bad fate?

THE CHAIRMAN: If you retain this, if you retain it, the difficult is to prove bad fate, the best thing is to remove it all together because you don’t grant them immunity like everybody else term is subject to criminal Law.

HON. MATHEW S. NYUMA: What is the protection when they get into somewhere that is a dangerous zone? So take us to 92 Mr Chairman, let us go to 92, Inspectors. I have not seen that one let me see.

HON. HINDOLO M. GEVAO: Under 92, Sub-Clause1; be amended by inserting immediately after the word “Inspector”, the following word “SHALL”, on the instruction of the Chief Executive Officer Under 92, the whole of 92 is a protection for them; but not from immunity, when you look at 15, you look at 92, I take their queue Mr Leader, *[undertone]*.

HON. MATHEW S. NYUMA: Mr Chairman, you know I can concede for your sake but trust me.

THE CHAIRMAN: No, no, no don’t concede for my sake.

HON. MATHEW S. NYUMA: Trust me, let me say this is most dangerous, this is for the protection of the Inspectors to enter a premise, that is why I asked them to read, it is for your protection to enter a premise and if you have given them that protection in the discharge of their duties, you know some of these Clauses, you cannot read them in isolation, that is my point of argument. You have removed an enactment with other laws, because if I want to use the Police Officer as a Commission, I can take the police officer not necessarily the Inspector General of Police.

THE CHAIRMAN: Let us open this debate.

HON. MATHEW S. NYUMA: It is open.

THE CHAIRMAN: Because frankly, what this provision seeks to do if we keep it, we are in fact giving Inspectors a licence.

HON. CATHERINE Z. TARAWALLY: But Mr chairman, 92 is not clear, because 92 is very specific about entering premises, what the Inspector should and what he or she should not do into the premises.

THE CHAIRMAN: Fine.

HON. CATHERINE Z. TARAWALLY: That is what is in Clause 92. I am in support of what you are saying; that we have a second look. It will do us good if we have a second look. So that we look at the roles and responsibilities of these Inspectors, what

they should do and what they should not do. My Leader is saying that we should give them immunity.

HON. MATHEW S. NYUMA: No, let me make my point clear madam, I beg. I am not saying blanket immunity.

HON CATHERINE Z TARAWALLY: Okay

HON. MATHEW S. NYUMA: Just behind me, they removed the word "Enactment", that means you cannot even use Police officers. That was a good spirit, that if I want to execute not necessary mean I will have an Inspector with me. I will use a Police Officer as a Commission for them to do an inspection for me. But they have removed them; they are now training their own Inspectors. So what you are saying, is they don't even have confident at this initial time, that the Commission will have the responsibility and the onus in good fate to train their own Inspectors; that is removed automatically if you say you are not going to give them protection. Police officers are given protection under the law, and they are not protected. I am not saying we should give them blanket cheque, how can I say that? Nobody is above the law. So for me I am not adverse to what the Chairman is saying. If you think they cannot be giving immunity in the discharge of their duties, and they can be monitored by the Commission by having a Complaint Board, otherwise. I am just saying they should have immunity, if you want you can remove it. I am just making my point that is all. I rest my case.

HON. DR MAHMOUD M. KALOKOH: Mr Chairman.

THE CHAIRMAN: Yes.

HON. DR MAHMOUD M. KALOKOH: I want to really go in line with what the Leader of Government Business has just mentioned. Doing the work of an Inspector particularly when they are in the field, they need adequate protection.

THE CHAIRMAN: You put them above the law eh??

HON. DR MAHMOUD M. KALOKOH: No, we don't put them above the Law.

THE CHAIRMAN: That is what you are doing.

HON. DR. MAHMOUD M. KALOKOH: We should ensure that at any time they want to move to do critical work in the field, let them collaborate with the Sheriffs.

THE CHAIRMAN: It is there.

HON. DR MAHMOUD M. KALOKOH: Let me finish! This Clause only limited their protection in premises. What about in other industrial estates? What about in other areas? So let us recast this clause, let us don't only limit it to premises. The word premises may sometimes include other environments, but let us be specific. This only tells you about houses where people dwell.

THE CHAIRMAN: I don't know Honourable Member, whether really you are with us.

HON. DR MAHMOUD M. KALOKOH: Yes! Mr Speaker I am with you people.

THE CHAIRMAN: Because I do not see any limitation here, or any expression of premises.

HON. DR MAHMOUD M. KALOKOH: They used the word "premise".

THE CHAIRMAN: No, no, no! You have taken us to 92; we are still dealing with 19.

HON. DR MAHMOUD M. KALOKOH: That is why the reference has been made to 92; I am saying it is not tenable in this aspect. You cannot only limit these people, and what the Leader is saying; we should give these people protection not blanket amnesty.

HON. MATHEW S. NYUMA: Let me conclude for you. Mr Chairman.

THE CHAIRMAN: No wait a minute, let us understand what 19 is saying, that these people enjoy immunity, unless what they have done in bad fate you can prove it. First of all the general principle is their immunity, they enjoy immunity that is the general principle. They are only liable if you can prove an Inspector to have acted in bad fate.

HON. DR MAHMOUD M. KALOKOH: That is why we have the Commission, the Commission would determine.

THE CHAIRMAN: I would rather leave that issue to be determined by the General Criminal Law.

HON. DR MAHMOUD M. KALOKOH: Okay.

THE CHAIRMAN: Not to give anybody immunity.

HON. MATHEW S. NYUMA: Mr Chairman before you do that let me read that provision, I beg to read so that we can understand.

THE CHAIRMAN: By all means.

HON. MATHEW S. NYUMA: Thank you very much. I know you are referring to the premise that is one protection. We are talking about the Industrial Estate which you cited, if I am going to the industry to do checking and do enforcement as an Inspector thinking about how they have money. I am going there as a poor man, I need immunity but let me read Mr Chairman, "If I am going to the Industrial Estate, I need immunity. No, no! That does not warrant you to do the wrong thing that is the reason why you should have faith in the Inspector. There is not going to be any criminal activities, he is going to execute his job giving to him by this Act. Let me read, so that I will finally rest my case and you put it to vote.

Mr Chairman, Limitation of Liability "A person or body to whom this Section applied shall not be liable for anything done or omitted in the performance or purported performance of a function of the Commission, unless it is shown that the Act or omission was in bad faith". Who is going to determine that?

THE CHAIRMAN: No for the sake of completeness

HON. MATHEW S. NYUMA: So subject to Act 1, the Commission has made reference to the Commission again.

THE CHAIRMAN: Sub-Section 1, applied to the Commission *[b]*.

HON. MATHEW S. NYUMA: *[B]*, First let address the *[A]* aspect of it they are referring us to the Commission. So it tells you that; you are not just jumping into the street and go and inspect. You are going through the Commission; you are going to be

given an instruction through the Commission Mr Chairman that is the point I am making. So when he comes down to the Chief Executive Officer plus the Commissioners they, have immunity because they are giving instruction to that individual that is going for inspection. We are dealing with people who have money. When we want to talk about Service Providers, Suppliers, Importers and Exporters, as the case maybe, they have money; so you have to protect the ordinary man. No rich man is going to take the job of an Inspector; it is only going to be the average man. Here we don't sacrifice to do certain things. Because I have money so I will come to act and protect the interest of Sierra Leonean? No! They go for it because they are poor and they need money; they want to change their lives. So for me, I am not averse to what he wants to say here. Is just to make my point very clear; you are sending an average Sierra Leoneans to go and do inspection and you have removed the Police; for all you know he is not even armed. So you have to check that one; he is not even armed. You are sending an Inspector to go to an Industrial Estate for example without immunity. So what are we saying *[Undertone]*? I am addressing the Chairman Sir; I am not addressing the Speaker, I am addressing the Chairman of the Legislative Committee.

THE CHAIRMAN: This is a convenient point at which we can go for Lunch. Maybe in our Lunch hour we would continue consultations quite frankly.

HON. MATHEW S. NYUMA: With all due respect Mr Chairman, I don't mean to cut you off Sir, sorry Sir. I will talk with him and I will see what we can do.

THE CHAIRMAN: No, just let me leave this message with the Honourable Members. Is it wise, is it prudent and is it reasonable that you give immunity to the Commission and its Officers in the performance of their duties? Even a Police Man does not carry absolute immunity; if he misbehaves he is liable, he is subject to the General Criminal Law. So why are we putting these people above the Law? This is a convenient point; let us adjourn for an hour for Lunch. We shall resume at 3:0' Clock!

[House was Stood-down at 1:47 pm and resumed at 3:12pm]

[Suspension of S.O5 [2]

THE CHAIRMAN: I have seen! I have seen! Not in the Well! Honourable Members to my left, I have seen, you intended to convey a message; I have seen, I have heard, but not in the Well. Not in the Well! Put those placards away, please.

HON. CHERNOR R. M. BAH: Mr Speaker, Thank you very much. With your permission may I just say a word?

THE SPEAKER: By all means!

HON. CHERNOR R. M. BAH: Thank you very much Sir. Mr Chairman, we know you have always been very supportive and so has been the Leadership of the other Political Parties, more so the Leader of Government Business and his Deputy. Basically, this House approved the Motion and I just want to remind you; I know you have started putting the Committee together, but the earlier we compile and conclude the list for the Parliamentary Team to investigate, it will be better.

THE CHAIRMAN: On that note, I would invite you and the Leader of Government Business and the other Leaders to my Chambers tomorrow at 9:00am prompt *[Applause]*.

HON. CHERNOR R. M. BAH: Thank you very much Sir.

THE CHAIRMAN: I know you have all come back re-energised and ready.

THE CHAIRMAN: Let us all braze ourselves for a marathon meeting. Let the doors be shut *[Undertone]*. Is not a forced imprisonment! Now, I am going to adapt the procedure a little bit. Honourable Members, you have to bear with me; I am going to adapt our procedure this afternoon to soothe the occasion and the demand on our time and resources. I will increase the tempo. The tempo meaning, that if I don't hear any objection from any quarter, it means there is a consensus and we would just go, because otherwise we would not be able to complete our work today; and we are meeting again tomorrow. Be forewarned; we are meeting again tomorrow, that is the bad news. The good news is; it may be the last meeting before the recess, if you all do

the needful, agreed? Agreed? *[Yes answers]*. Good! So Mr Chairman, Legislative Committee, let us increase the speed. Have you resolved this matter of Clause 19?

HON. HINDOLO M. GEVAO: Yes, my Leader has conceded.

THE CHAIRMAN: Has he conceded?

HON. HINDOLO M. GEVAO: Yes, yes!

THE CHAIRMAN: Why did you waste so much time then?

HON. MATHEW S. NYUMA: Mr Chairman, I did not waste time. I have seen reasons to agree with him, because I have given him an assignment to operate. So I see reason to agree with him to forge ahead.

THE CHAIRMAN: The general Criminal Law, nobody is above it!

HON. MATHEW S. NYUMA: Mr Chairman, I don't want to open debate on that again; I have conceded already.

THE CHAIRMAN: But I reminded you many, many times.

HON. MATHEW S. NYUMA: Mr Chairman, let us proceed, he is my man; Kotor I.B *[Laugh]*.

HON. HINDOLO M. GEVAO: Mr Chairman, I will proceed expeditiously. Mr Chairman, it is our recommendation that Clause 20 Sub-Clause 1, paragraph *[a]*, be amended by deleting the word "Any" before the word "Monies". So if you look at it; the word "Any" *[Interrupted]*.

THE CHAIRMAN: Which one? So the whole of 19 goes, right?

HON. HINDOLO M. GEVAO: Yes, yes, yes, yes! So it is our recommendation that Sub-Clause 1, paragraph *[a]*, be amended by deleting the word "Any", before the word "Monies". So it will read; monies appropriated and not "Any monies".

THE CHAIRMAN: Very well! Go ahead!

HON. HINDOLO M. GEVAO: That Clause 21; be approved; that Clause 22 be amended by deleting the words "Five provinces" and replacing it with "Provincial

Headquarter Towns". It is our recommendation that Clause 23, paragraph [b]; be amended by inserting the word "Or service provider" immediately after the word "Supplier". Clause 24; be amended by correcting the spelling of the word "Examination".

Mr Chairman, Honourable Members, the Committee proposed the insertion of a new Sub-Clause 24 to read, "Where the complainant alleges a defect in goods which require analyses or testing of the goods, the Commission shall instruct the Dispute Resolution Committee in collaboration with Relevant Statutory Bodies to obtain samples of the goods from the complainant and respondent and submit it to appropriate Laboratory for testing".

THE CHAIRMAN: That is a new one, right?

HON. HINDOLO M. GEVAO: Yes! I will just give in a second, for the justification.

THE CHAIRMAN: No, no, no, no!

HON. HINDOLO M. GEVAO: Okay. Note the side notes to read; testing of goods
[Interrupted] ...

THE CHAIRMAN: You are free to have put your foot on the accelerator until I say otherwise.

HON. HINDOLO M. GEVAO: Grateful, Mr Chairman!

THE CHAIRMAN: So go!

HON. HINDOLO M. GEVAO: Mr Chairman, Honourable Members, the Committee proposed that Sub-Clause 2 to 8 of Clause 27; be brought under the new insertion Clause 24. So we are just going to be left with 27[1]; but there is not going to be 27 [2, 3, 4, 5, 6, 7, 8]. So we are bringing 27 [2, 3, 4, 5, 6, 7, 8] under the new Clause 24 that we have created.

THE CHAIRMAN: Very well! Yes.

HON. HINDOLO M. GEVAO: Mr Chairman, Honourable Members, that Clause 25; be approved.

THE CHAIRMAN: Have you dealt with 26? In your report you have a Clause 26. Haven't you jumped Clause 26, in your report?

HON. HINDOLO M. GEVAO: We are now on Clause 26. We had done with 24 and 25; now we are on 26.

THE CHAIRMAN: In the report?

HON. HINDOLO M. GEVAO: Yes!

THE CHAIRMAN: Thank you!

HON. HINDOLO M. GEVAO: Okay, thank you Mr Chairman. And it is our recommendation that Clause 26 be amended as follows, Sub-Clause [1], by deleting the words "Provided to" and "Or to supplier" and substituting that with the words "Served on" and "Or service provider". So it should read, *"An adjudicator shall ensure that details of the complaints are served on the suppliers or service providers"*. Sub-Clause 4; be amended by deleting the words "On paper" and replacing it by "An affidavit of evidence filed by the parties". So maybe you might want to take a keen look at that, Mr Leader and Mr Chairman. It says, "A dispute may be adjudicated on paper or at a hearing convened by the adjudicator". So we looked at the word "On paper", to be a little vague. So we said the word "On paper" you may decide the dispute by affidavit evidenced or at a hearing. So "On paper", it was our view that the drafters were looking that if you have all your evidences on affidavit, there need not be physical appearance for hearing. The adjudicator can decide the issues based on the evidence before him /her. But to just say "On paper", it was a little vague.

THE CHAIRMAN: Very well, go on!

HON. HINDOLO M. GEVAO: Sub-Clause 5; be amended by correcting the spelling of the word "Applicable", Sub-Clause 6; by deleting the word "Informally", and replacing it with the word, "Formally". For it make proper sense let me just read it; "The time and place for any hearing shall be determined by the adjudicator so as to secure a reasonable opportunity for parties to appear before him with little inconvenience and expenses as is practicable". Sub-Clause 6; every complaints shall be heard expeditiously

and informally. Complaints are normally heard formally, but if you say informally
[Interrupted].

THE CHAIRMAN: Then you don't need it! You don't need it!

HON. HINDOLO M. GEVAO: Yes! So we just say can be heard "Formally".

THE CHAIRMAN: No! Every complaint shall be heard expeditiously.

HON. HINDOLO M. GEVAO: Expeditiously? Okay, grateful. So take out the "Formal" and "Informal"; just leave it at expeditiously; "*every complaint shall be heard expeditiously*".

THE CHAIRMAN: Yes!

HON. HINDOLO M. GEVAO: We are on 27. Clause 27; be amended to read, Where the complainant alleges a defect in goods which require analysis or testing of the goods, the adjudicator shall utilise the Laboratory result obtained by the District Resolution Committee in adjudicating the complaint. Mr Chairman just a second! When you look at the text, they were saying the adjudicator can take samples and test. But mind you, it is only when the District Resolution Committee failed to resolve, that is when they call the adjudicator in. So if the supplier is now of the knowledge that the matter is going to the adjudicator, who is going to collect sample? He would have destroyed the samples, before it gets to the adjudicator. So we gave that mandate to the District Resolution Committee; so the adjudicator merely uses the result that now comes from the District Resolution Committee.

THE CHAIRMAN: Proceed!

HON. HINDOLO M. GEVAO: Grateful! That from Clauses 28 to 41 be approved.

THE CHAIRMAN: Yes, any objection? None! Go on!

HON. HINDOLO M. GEVAO: If you look at it, it really has to do more with the Court; it is very okay with the Act.

THE CHAIRMAN: Go on!

HON. HINDOLO M. GEVAO: That Clause 42; be amended by deleting Paragraph *[a]*. Paragraph "A" reads, "The High Court may impose an administrative fine and the fine so imposed shall not exceed 10% of the respondent's annual turnover during the preceding financial year, or Le500mln. When you come to *[b]*; amending Paragraph "B" to read, not less than Le50mln and not exceeding Le1bln, because of the nature of the business; maybe your turnover is a commemorate of so many companies and you have committed the same offence that somebody who is a sole proprietor Commits. So if it is a one man business, the fine can be like Le50mln, but if the business is so huge, the fine can range between Le500mln to Le5bln. So if we look at the administrative fines; the High Court can impose an administrative fine and the fine so imposed shall not exceed. So if you say 10%, it means it cuts across, be it a small business or a very big business, they would be on a flat rate and it would be unfair and onerous. I discussed it with the Leader of the Opposition and I took his point on board. So we decided to broadened the net; so we broaden it to Le 1Bln, Le50Mln and not exceeding Le1bln.

THE CHAIRMAN: That is your new "B"?

HON. HINDOLO M. GEVAO: Yes!

THE CHAIRMAN: Very well!

HON CHERNOR R. M. BAH: Where is the "A"?

HON. HINDOLO M. GEVAO: We are deleting the "A".

HON. CHERNOR R. M. BAH: So then there is no "B"?

THE CHAIRMAN: So you are deleting "A"?

HON. HINDOLO R. M. GEVAO: Yes.

THE CHAIRMAN: So in place of "A"

HON. HINDOLO M. GEVAO: So we say, amending paragraph "B" to read, so "B" becomes "A".

THE CHAIRMAN: No, you are deleting paragraph "A"?

HON. HINDOLO M. GEVAO: Yes, and we are amending the content of the existing "B".

THE CHAIRMAN: No, there is no "A" and there is no "B". There is Clause 42, now *[undertone]* that is right.

HON. HINDOLO M. GEVAO: Okay grateful Mr Chairman.

THE CHAIRMAN: Go!

HON. HINDOLO M. GEVAO: Deleting Clause 3; for the purpose of this Section, the annual turnover of a supplier at a time. An administrative fine shall be the total income of the supplier.

HON. CHERNOR R. M. BAH: Mr Chairman, can we finish with 42? I know you want to tie 42 *[1]* with 42 *[3]*.

HON. HINDOLO M. GEVAO: Yes!

HON CHERNOR R. M. BAH: But quickly, I know we are accelerating but this has been very topical. So let us spend at least a minute and clear it.

THE CHAIRMAN: Out of that minute you have 30 seconds.

HON. CHERNOR R. M. BAH: Thank you Sir. Quickly before I lose my thirty seconds, they have done a very good job by making sure that, they removed the discriminatory Clause which says 10%. But I have to give a scenario; you know I used to run a "Kortor Shop" so I have to give a scenario. When you say Le50mln, somebody running a small business, maybe a thousand or two thousand Dollars; because this particular Law will cover everybody dealing with consumers and for some business people, their whole capital is about a thousand or two Dollars; that is 10 or Le20Mln. So I am not saying that it does not make sense, because these are administrative offences. Le 50Mln; we might want to bring it down, because these are administrative. I don't know whether the Minister can convince us otherwise, but that is the impression I am getting. Somebody owns a shop down at Swazi; unfortunately he is not here today. I don't

know whether it is a fake or real jewelleries store but the whole business itself is not more than Le25mln.

HON. DR KANDEH K. YUMKELLA: Can you help me understand, what administrative cost is?

HON. CHERNOR R. M. BAH: Management!

HON. DR KANDEH K. YUMKELLA: To manage what?

HON. CHERNOR R. M. BAH: The business.

HON. MATHEW S. NYUMA: I think I want to go in line, but I will take the approach so that we can remove the minimum levied and look for the maximum. Because if you are going to determine Clause [2]; go back to Clause 2, because you have to determine the nature of the business. He was just explaining about people running as suppliers and you having a cut-off point for example; quoting him, "If your whole business costs something like Le10mln and you have committed an offence, you are just going to close that business. So if you go to Clause 2, of that one, to back up my statement; in determining the appropriate fine. The High Court shall consider the following matters, the nature, duration, gravity and extent of the contravention. So for me, we don't need to have a minimum range; we have a maximum range. We can remove the Le20Mln and we have the Le1Bln; not more than Le1Bln. So it gives laxity to the Judge *[Interrupted]*.

THE CHAIRMAN: Where is the deterrence?

HON. MATHEW S. NYUMA: Well, because what you have said is that, you are looking at the nature of the business.

THE CHAIRMAN: There has to be a minimum.

HON. KANDEH K. YUMKELLA: Mr Chairman, if I can help as well.

HON. MATHEW S. NYUMA: Wait let me finish and you will come in. If you have a small business that is not up to that amount and you committ an offence in that

direction and you are fined Le50mIn, whilst the cost of the shop and every item there are not even up to Le50MIn *[Interrupted]*.

THE CHAIRMAN: Yeah but the Judge is not going to be applying, that provision in an arbitrary manner. If you look at paragraph 2, it is guided by certain factors.

HON. MATHEW S. NYUMA: No but he cannot give fines less than Le50 MIn, because you are given a range; from Le50MIn to Le1BIn.

THE CHAIRMAN: Do you want to reduce it or what?

HON. MATHEW S. NYUMA: No, just leave it open and give maximum ceiling.

HON. KANDEH K. YUMKELLA: But for me instead of opening, my alternative view; I agree with what Honourable Nyuma and Honourable Chernor Bah but I was thinking that maybe you give the Judge a range.

THE CHAIRMAN: And you are coming in between?

HON. KANDEH K. YUMKELLA: I am coming in between Sir *[Laughs]*. So I would have preferred.

THE CHAIRMAN: Is that the role of the Gbessay *[Laughter]*?

HON. KANDEH K. YUMKELLA: Thant is the role of the wise Gbessay, Sir *[Laughter]*. He has a point; if you say Le 50MIn the guy's business dies. So why don't you give the Judge a range that he can levy a fine between X% and maximum X%? He has the degrees of freedom within, taking into consideration everything you have said under 2; but he has a range rather than a fixed upper and lower limit.

THE CHAIRMAN: But that range has been given as Le50MIn and a Billion.

HON. KANDEH K. YUMKELLA: But the Le50MIn; is too high. So you leave it to the Judge; 2% to 10% of the revenue.

THE CHAIRMAN: So, Alusine and Alhassan, what would you propose to Gbessay?

HON. KANDEH K. YUMKELLA: Alhassah says the 10% is discriminatory, so Gbessay says, you take a range.

HON. MATHEW S. NYUMA: Mr Chairman, I have referred you to clause 2; the nature of the business.

THE CHAIRMAN: And the level of profit!

HON. MATHEW S. NYUMA: The level of profit; so just give it a ceiling; Le1Bln. For you to pay Le5Mln, Le2Mln, that can be purely the discretion of the Judge. So I agree with him; the businesses cannot be the same.

HON. HINDOLO M. GEVAO: Let us reduce the minimum threshold and leave it at the maximum.

HON. MATHEW S. NYUMA: No, I don't even want us to reduce.

HON. CHERNOR R. M. BAH: We are all on the same page. The only thing that the NGC Leader is bringing in which I am still against, and I am happy that the Committee did a very good job by advising themselves. An offence is an offence; the magnitude will depend on the factors the Leader is referring to below. Whether you are running a "Kortor Shop" or a big conglomerate, if you commit an administrative offence, it would have been committed. We don't want to discriminate people; because I have a large capital I should suffer, no! All of us must respect the law, all of us!

HON. DR KANDEH K. YUMKELLA: But Mr Speaker, I am saying Le1Bln is a chicken change for a big construction company; it is chicken change! So if you have a percentage, the Judge looks at everything and says fine, you have done such bad damage that I give you the maximum 10%. 10% could be for the Government or the Commission; maybe Le3Bln. So it depends on the size of the business; I don't like a fixed value of Le1bln. I prefer a percentage based on all the factors Honourable Leader of Government Business and Honourable Leader of APC have said.

THE CHAIRMAN: Let us develop a consensus now, so we move forward.

HON. ABDUL L. SESAY: Mr Chairman, having listened to all *[Interrupted]*.

THE CHAIRMAN: Are you a business man now?

HON. ABDUL L. SESAY: A perfect one too!

THE CHAIRMAN: I thought you were a man of God

HON. ABDUL L. SESAY: That is also business in some parts of this country Sir. Mr Chairman, having listened to the Leadership, it sparks some wisdom. We are looking at the Sole proprietorship, small scale businesses and huge companies. Why can't we try to divide the two and have special situations for both or else, the fear is; if we have a huge cost for small scale businesses they would collapse also.

HON. CHERNOR R. M. BAH: Mr Chairman, I don't want us to miss the point; I made the point just now. Let us say- I don't like to refer to certain offences, but let's say; Larceny. Whether you are a Member of Parliament or you are an "Omolanke pusher", the penalty for larceny is the penalty for larceny. So by distinguishing them we are discriminating. We are creating an offence and the offence has to be flat. What the Chairman did is perfectly okay, but if we start to discriminate then we don't need to create the offence Sir.

THE CHAIRMAN: So are you happy with the quantum; the minimum?

HON CHERNOR R. M. BAH: Well no, I am pleading for it to come down so that the Judge, based on 2, will have a leeway to determine whether you are a repeat offender or whether it was deliberate, because they will be assessing various issues under 2, as the Leader said.

HON. HINDOLO M. GEVAO: Honourable Leader is it okay if we make the Minimum Le20Mln and we increase the maximum to Le2Bln?

HON. CHERNOR R. M. BAH: No, 1Bln is fine; that is a \$100,000, Le1Bln is good!

HON. HINDOLO M. GEVAO: So we say; not less than Le20Mln and not more than Le1Bln?

HON. CHERNOR R. M. BAH: That makes sense!

THE CHAIRMAN: What does Gbessay say?

HON. MATHEW S. NYUMA: Mr Chairman I disagree! Mr Chairman I perfectly disagree! Mr Chairman, you have to understand the situation. He used the example, S.

O. 2 “Kortor Shop”. If you check the whole capital is not more than Le5Mln. Even the rent puts together is not more than L10Mln a year. So we are saying, it is the discretion of the Judge. Honourable Kandeh Yumkella is saying; Le1Bln is small for a construction company. So we can say maximum fine is Le2bln with no minimum range. So it has to do with the discretion, because I am doing it in tandem with Clause 2; the nature or the gravity. I am not doing it in isolation; I am doing it in tandem with Clause 2. If you read clause 1, you look at 2, because it examines the nature, the duration and the gravity of the contravention.

THE CHAIRMAN: So let us not waste too much time. What is your figure?

HON. MATHEW S. NYUMA: My figure is Le2Bln for the cap, and we remove the minimum range.

THE CHAIRMAN: Le2Bln is too high.

HON. MATHEW S. NYUMA: I don’t know if you are getting my point clear; is the discretion of the Judge [*Undertone*]. So why do you want the “Kortor shop” to pay Le20Mln when they don’t have the money? So you want to close the business? Is that the intension?

HON. DR KANDEH K. YUMKELLA: Mr Chairman, at least Leader of Government Business has given us one window; we don’t have a minimum that is up to the Judge.

THE CHAIRMAN: Do you want a minimum?

HON. DR KANDEH K. YUMKELLA: Honourable Chernor Bah also does not mind getting rid of the minimum. We are arguing now about the marks; some of us want it higher

HON. CHERNOR M. BAH: No, no, no!

HON. DR KANDEH K. YUMKELLA: Honourable Bah says keep it [*interrupted*].

THE CHAIRMAN: I know you are very keen bringing the two together. So if we get rid of the bottom; the minimum, can we then leave it at one point five Billion?

HON. DR KANDEHK K. YUMKELLA: I yield to that.

THE CHAIRMAN: Leader, in the interest of progress, we are getting rid of the bottom. Then let us pitch it at a maximum of One point five Billion.

HON. CHERNOR R. M. BAH: No, Le 1Bln, Mr Chairman! One Billion is good; One Billion is equivalent to a Hundred Thousand Dollar.

THE CHAIRMAN: At today's price?

HON. CHERNOR R. M. BAH: Yes! These are administrative offences; the Minister himself would not want to kill businesses. When they see these big figures they would start to shy away.

THE CHAIRMAN: Where would they go if they shy away from here?

HON. CHERNOR R. M. BAH: They will go to places that do not have similar penalties, because there are countries that could not.

THE CHAIRMAN: Corona won't let them go.

HON. CHERNOR R. M. BAH: They will, they will trust me! And the Minister knows that, Mr Chairman. The Minister seated here knows that; he is trying to encourage businesses. I also said to the Committee that we need to also have a catch in this Bill to confirm that where there are inconsistencies with other Legislations, those Legislations will also suffer, because we don't want double jeopardy as well. Otherwise, I think One Billion makes sense.

THE CHAIRMAN: Let me ask the Minister!

MR EDWARD HINGA SANDY: Honourable Chairman, this Clause of this Bill is meant to be a deterrent and I agree fully with the fact that we should not have any norm and that Sub-Clause [B] or [2] deals with the guidelines or the guides which could be used by the Judge to determine what penalty should be given, I think 1Bln can be a comfortable margin.

THE CHAIRMAN: Great [*Undertone*].

HON. HINDOLO M. GEVAO: Thank you Mr Chairman.

THE CHAIRMAN: So give us the rendition of [42] then, Mr Chairman Legislative. The High Court may impose an administrative fine, not exceeding?

HON. HINDOLO M. GEVAO: Not exceeding 1Bln Leones.

THE CHAIRMAN: Good.

HON. HINDOLO M. GEVAO: Mr Chairman, this is very important, because as a House, we are closely following, a National Action Instituted by one of the institutions created by this House; "The Environmental Protection Agency [EPA]", against an industry whose activity has claimed lives in Bo, and the High Court might very well soon come up with something.

THE CHAIRMAN: No! Don't offend the Standing Orders; you are a Lawyer now.

HON. HINDOLO M. GEVAO: I take the Queue.

THE CHAIRMAN: The matter is in court;

HON. HINDOLO M. GEVAO: Yes.

THE CHAIRMAN: Subjudice

HON. HINDOLO M. GEVAO: Yes.

THE CHAIRMAN: Leave it.

HON. HINDOLO M. GEVAO: Grateful.

THE CHAIRMAN: Let us move.

HON. HINDOLO M. GEVAO: Mr Chairman, we are saying Clause [43], [44] and [45] be approved.

THE CHAIRMAN: Yes.

HON. HINDOLO M. GEVAO: Mr Chairman, we say Clause [46], be amended in paragraph [E], by inserting "Immediately" after the word, High Court, the following words, the Adjudicator or Members of the District Resolution Committee; that is Clause [46].

THE CHAIRMAN: Who defames, so what will be the new rendition?

HON. HINDOLO M. GEVAO: Clause [46]; be amended in paragraph [E]. So paragraph [E] will now read who defame the High Court or a Judge of the High Court in their respective official capacities, so after the word "High Court" who defame the High Court. Then we say the Adjudicator or Members of the District Resolution Committee, because the job that the high court Judge would be doing is much more similar to what the Adjudicator or the District Resolution Committee will be doing. So if we are fighting for the repetition of the High Court Judge, we must also replicate it for those other people in the different other tribunals the Adjudicating Committee, the Adjudicator and the District Resolution Committee or else once the matter stops, somebody can go defaming them in that apprehension, it will demotivate them and the matter might not even get to that level of a High Court Judge, because it is a layer proceeding; District Resolution Committee, Adjudicator, High Court [*Undertone*].

THE CHAIRMAN: Give us new rendition again.

HON. HINDOLO M. GEVAO: [E] will now read, who defames the High Court, the Adjudicator or members of the District Resolution Committee; a Judge of a High Court.

THE CHAIRMAN: No, you don't need to say that; [*Undertone*] what is the difference between the Judge now and the High Court [*Undertone*]? Are you not repeating the same thing?

HON. HINDOLO M. GEVAO: Well, I agree with you Mr Chairman; we need to delete the Judge, because the High Court includes the Judge, so the resolution will now read who defames the High Court.

THE CHAIRMAN: The Adjudicator.

HON. HINDOLO M. GEVAO: The abdicator.

THE CHAIRMAN: Or!

HON. HINDOLO M. GEVAO: The District Resolution Committee in their respective official capacities, so the word "A Judge of the High Court" will be deleted.

THE CHAIRMAN: Thank you.

HON. HINDOLO M. GEVAO: Lamin Yansaneh, you said let it stand, we have finished part II.

THE CHAIRMAN: Mr Minister!

EDWARD HINGA SANDY: Mr Chairman, Honourable Members, I move that, Parts I and II containing Clauses [1] to [46] as amended be part of the Bill.

THE CHAIRMAN: Thank you. Honourable Members the question is that Parts I and II clauses [1] to [46] stand part of the Bill as amended.

[Question Proposed, Put and Agreed to]

[Part I and two clauses 1 to 46 form part of the Bill, parts III and IV clauses [47] to [83] stand part of the Bill].

EDWARD HINGA SANDY: Mr Chairman, Honourable Members, I move that Parts III and IV, Clauses 47 to 83, stand part of the Bill.

THE CHAIRMAN:

QUESTION PROPOSED

HON. HINDOLO M. GEVAO: Thank you Mr Chairman. It is the recommendation of the Committee that Clause [47] Sub-Clause [1] be amended by deleting the word "Not", so the new rendition will be, "This Section shall" apply to goods bought at auction where the Auctioneer acts as Agent for the owner; so the word "Not" is deleted.

THE CHAIRMAN: Good, go on.

HON. HINDOLO M. GEVAO: Clause [48] Sub-Clause [2] by inserting a proviso to read, expect that the implied warranty will be void, if the Consumer has subjected the goods or properties bought to misuse or abuse.

THE CHAIRMAN: And that should be where?

HON. HINDOLO M. GEVAO: At the bottom of Clause [48] Sub-Clause [2],

THE CHAIRMAN: At the end of [B].

HON. HINDOLO M. GEVAO: Yes.

THE CHAIRMAN: Yes though.

HON. HINDOLO M. GEVAO: Yes Sir.

HON. CHERNOR R. M. BAH: Yes, it is also laudable to have brought this particular addition to Clause [48], but how do we determine misuse or abuse, how do we? Because somebody gave a scenario on electrical goods for instance, EDSA have their own challenges of voltage problems etc. So who will determine what is misused or abused and how will that be determined. I could go and get a freezer now and by the time I go home, NPA light fluctuates and it goes off; how do we determine that?

HON. HINDOLO M. GEVAO: Now, with the understanding that even the Judges are people of the World, so it is simple let say; this Sam-Sung phone you buy it at \$1,000, it has an implied warranty of six months and you bring it to say it was not good; but upon looking at it the supplier tells you, look it is because you overcharged it, and is visible to the Judge that the damage was caused by overcharging. So it becomes glaring by evidence that you have subjected your own property to misuse or something of the sort, because if you look at the side note, it is saying Consumer's right to save quality goods. Yes, the side note is saying, "Implied warranty", so implied warranty the ones that are not expressed so we look at it to say, the supplier is not protected in any way because, if you read it holistically, the Act is protecting the consumer, but we thought it good that the supplier also need to be covered a little bit, so that when you say six months, I am not going to use my goods in six months and just bring it by saying replace it, repair it or do something of the sort. In court, somebody will have to testify, saying he or she uses it in a way not too good, so by expressly bringing forth those evidence the Judge who is also the man of the world, will be able to determine that it falls under the exception that he should not replace your phone or something of sort because it is an implied warranty.

THE CHAIRMAN: I am just curious do you want to insert it as an exception or as a provisory?

HON. HINDOLO M. GEVAO: Well, as an exception that is why we said "Except" so I think the word proviso is misplaced its exception to the rule [*Undertone*]. So we can use the proviso if we say "Provided that" [*Undertone*]. Yes, if we say, provided that the consumer would not have subjected the goods to misuse, it is a proviso; If we say expect then it is an exception. Here, as captured in the report, it is more like an exception than a proviso.

HON. MATHEW S. NYUMA: What do you prefer in terms of legal fact [*Undertone*]?

HON. HINDOLO M. GEVAO: We don't have one.

THE CHAIRMAN: Where is the Draftsman?

HON. MATHEW S. NYUMA: Okay, can we leave it like that "Except".

HON. HINDOLO M. GEVAO: Expect!

THE CHAIRMAN: You prefer expect?

HON. HINDOLO M. GEVAO: Yes and the Minister is just saying we were also arguing over the period, the Minister just picked it up. The warranty period here in the Bill is six month, we didn't check it; we checked other Legislations some countries have six months, some countries have three months for Implied Warranty, but we did not touch it, because the Act says, six months. "If any transaction or agreement pertaining to the supply of goods to the consumer, there shall be an implied provision that the producer or importer, the distributor and the retailer [*Undertone*]. Ok! Within six months after, the delivery of any goods to the Consumer, the Consumer may return the goods to the supplier without penalty and at the supplier's risks and expense if the goods fail to satisfy the requirements and standards contemplated in Section [71], and the suppliers shall at the discretion of the Consumer either repair or replace the failed, unsafe or defective goods or be refunded to the Consumer, the price paid by the Consumer for the goods.

HON. MATHEW S. NYUMA: Honourable Hindolo M. Gevao.

HON. HINDOLO M. GEVAO: Yes Leader!

HON. MATHEW S. NYUMA: Chairman, I was really expecting you for the edification of the House when you reached at [71].

HON. HINDOLO M. GEVAO: Yes Sir.

HON. MATHEW S. NYUMA: You can give us an insight of [71], so that he can capture the intent of that particular language using, "Misuse". Are you with me?

HON. HINDOLO M. GEVAO: Yes Sir.

HON. MATHEW S. NYUMA: The misuse, he was asking that question, so if you come to [71] the general safety requirements for goods.

HON. HINDOLO M. GEVAO: Yes.

HON. MATHEW S. NYUMA: Yes, I think that one captures what he asked for the misuse of the goods you are talking about, so there is a referral for [71]. But first, Implied Warranty side note correction. So we are recommending three months; six months is too much, so we are recommending three months.

HON. JOSEPH WILLIAMS-LAMIN: Mr Chairman Sir please, with due respect, I believe that six months is adequate enough, because taking into consideration "Value for money", how difficult it is for people to get money, let there be a collective responsibility, when you mentioned Mr Leader, with all due respect; you mentioned the word EDSA. Let EDSA take responsibility of producing energy; Energy is not free, so therefore, when it is produced, it has to be of quality production.

HON. CHERNOR R. M. BAH: Mr Chairman!

THE CHAIRMAN: Nor I think.

HON. CHERNOR R. M. BAH: I understand where my brother is coming from, but I am pleading with him.

THE CHAIRMAN: Is a "Man of God".

HON. CHERNOR R. M. BAH: No, No and he was in the UK for quite a while, we are more consumers than manufacturers, our market consumes more than we manufacture; so even those that will be implying the warranty on this side, will be relying on others far away from Sierra Leone

THE CHAIRMAN: Exactly!

HON. CHERNOR R. M. BAH: So please let us go for the three months for now, please Sir.

HON. ISHMAIL S. SANDY: Mr Chairman.

THE CHAIRMAN: Another man of God?

HON. ISHMAIL S. SANDY: No I am not opposed to the period of warranty, but based on Leader's illustration before, he was like talking about EDSA, let us say a situation wherein a refrigerator is bought and the period of warranty is three months, and it is brought home and the problem is caused by EDSA [*Undertone*]. No, what I am saying, who takes the responsibility [*Undertone*]? Third party yes, who takes the responsibility? The supplier has guaranteed a three months warranty. And now is brought home and the default is created by EDSA.

THE CHAIRMAN: Joinder of parties.

HON. ISHMAIL S. SANDY: Exactly, who takes the responsibility?

THE CHAIRMAN: Joinder of parties

HON. ISHMAIL S. SANDY: Not the importer.

THE CHAIRMAN: Can you sue EDSA?

HON. ISHMAIL S. SANDY: Exactly, exactly!

THE CHAIRMAN: That is the point.

HON. ISHMAIL S. SANDY: That should be captured.

THE CHAIRMAN: A lot of these Statutory Bodies.

HON. MATHEW S. NYUMA: Mr Chairman, there is going to be a laboratory test, the warranty is quite different from high voltage coming in. If I have this one, bought from a specific shop saying, "Chericoco shop" for example, I have been using it but if I have high voltage shock, you can take it to the laboratory and they can examine if it was damaged by a high voltage; I can clearly manifest that to you. They can tell you that it was due to the high voltage that entered your House, because you are not having proper electricity. The Service Provider is different from the warranty. The warranty has something to do with the features here, I just see my screen goes off like that; it has to do with the manufacturers for the warranty. So that has nothing to do with EDSA. At the moment you can verify, because they know when you get a high voltage for a particular area, you can determine it and even the equipment that have gone up, you can determine that one too.

HON. DR KANDEH K. YUMKELLA: Mr Chairman.

HON. ISHMAIL S. SANDY: Mr Leader, I am calling for this clarity, because of the society we are living. So it should be made expressly clear.

THE CHAIRMAN: What should be made clear?

HON. ISHMAIL S. SANDY: That in a situation like this, EDSA will be held accountable *[Undertone]*. Yes!

THE CHAIRMAN: Let me listen to Honourable Yumkella.

HON. DR KANDEH K. YUMKELLA: Mr Chairman, I want to challenge the three months, I don't know Mr Minister, but I think we are imposing warranty period on products in advance. If we put a three month's period, somebody buys a product, so he automatically has three month's guaranty; is that not left with the manufacturer?

THE CHAIRMAN: It is an implied warranty.

HON. DR KANDEH K. YUMKELLA: Depending on the nature of the product? *[Undertone]*. It is an implied?

THE CHAIRMAN: It is an implied additional warranty.

HON. DR KANDEH K. YUMKELLA: But it seems like a guarantee Sir, that already automatically is three months, I thought it should be a minimum maybe, one month and then depending on the nature of the product by competition, they determine how much warranty they want to give.

HON. MATHEW S. NYUMA: Mr Chairman, Point of Order! I said it. It is better for us to go over [71], we need to read [71] in tandem with that particular provision, that is the only time we can be able to answer your question and understand what Clause [48] is about; except you have to read [71]. So if you say [71], in the first place; you don't supply unsafe goods. For the general safety requirements for goods, go to Clause [71]. Let us read [71], so that we can understand what you are talking about in Clause [48].

[I]. A supplier shall not supply or offer or advertise to supply any goods or services which are unsafe, that is the first;

[II]. An unsafe goods or services shall be one, that under normal or reasonable, foreseeable conditions of use including the duration present, unacceptable risk, to the health and safety of the consumers; that one is also carried.

Are you with me Sir?

THE CHAIRMAN: I am.

HON. MATHEW S. NYUMA:

[III]. in determining whether a good or service is unsafe, the following shall be taken into account.

[a]. The characteristics of the goods or services including composition packaging instructions for use.

[b]. The effect of the goods or services on other goods on services where it is reasonably foreseeable, that the will be used with other goods or services.

[c]. The presentation of goods or services and the information supplied about the use of the goods and services.

[D]. Categories of Consumers at risk when using the goods and services in particular, children and the elderly.

[IV]. The feasibility of obtaining higher level of safety or the availability of other goods or services presenting a lesser degree of risks shall not constitute grounds for considering the goods or services to be unsafe.

So if you get this one clear with that of Clause *[48]*, you can realize that all those things have been answered in the preceding Sections that he has just asked us, it is very clear. So that is the reason I said for the warranty that is coming from EDSA, and what you have as warranty, they are different. If you have 5 voltages coming in your system like what I have now, that one can be readily be determined, because the circuit board is there.

THE CHAIRMAN: Okay, we shall come to that later but for now, let us address the question of the duration.

HON. CHERNOR R. M. BAH: Yes, and Mr Chairman, *[71]*, has even confused us more.

THE CHAIRMAN: That is why I said we deal with it when we get there.

HON. MATHEW S. NYUMA: Well, we will continue with the reading of Clause *[2]* in *[48]*.

HON. CHERNOR R. M. BAH: So you see. *[Laughing]*

THE CHAIRMAN: No, let us deal with that issue when we get there.

HON. CHERNOR R. M. BAH: Mr Leader!

HON. MATHEW S. NYUMA: Which one?

THE CHAIRMAN: The *[71]* issue you have raised

HON. CHERNOR R. M. BAH: Because *[71]* is confirming to us now that I can sue EDSA.

HON. MATHEW S. NYUMA: Yes, if there is a proof.

HON. CHERNOR R. M. BAH: And Honourable Dr Yumkella is saying, if you buy some goods I enter into you can get a warranty for one year, but if you enter into pre-mark or gap, they will give [14] days to return.

HON. MATHEW S. NYUMA: Yes, it depends.

HON. CHERNOR R. M. BAH: Or I enter into ex-finite, they will give me [28] days.

But Apple gives me [1] year.

THE CHAIRMAN: yes, but the difference!

HON. CHERNOR R. M. BAH: So Dr Yumkella is saying, we also have to balance the scale, because the goods are not always of the same magnitude.

THE CHAIRMAN: But the period!

HON. CHERNOR RM. BAH: The period has been the same.

THE CHAIRMAN: No the period is determined by the price, there is a correlation between that period and the price.

HON. CHERNOR R. M. BAH: Not necessarily Mr Chairman.

THE CHAIRMAN: In most cases.

HON. CHERNOR R. M. BAH: Listen, I agree with you, but not always the case.

THE CHAIRMAN: In most cases.

HON. CHERNOR R. M. BAH: Because you have some food stuff that are so expensive more than clothes, but they take 24 hours, you return or you don't return.

THE CHAIRMAN: Listen!

HON. DR KANDEH K. YUMKELLA: Honourable Speaker, what we are is "Serving role?"

THE CHAIRMAN: Serving role? *[Laughing]* why asked me that question?

HON. DR KANDEH K. YUMKELLA: Because I see you are not perturbed, because when you buy at serving role, its forever.

THE CHAIRMAN: Of course, it is *[Laughing]*.

HON. DR KANDEH K. YUMKELLA: I am worried that we are imposing three months with two months, I think we will give a minimum period of about a month, the rest is determined by competition; it is determined by competition but we are protesting that at least within a month, because I am thinking of a garment producer here, if you put three months, from the manufacturer which are light industries, we are going to have any way, you know you give three months to the individual to use it.

THE CHAIRMAN: You know gentlemen please, in trying to arrive at *[Undertone]*, ok Mr Minister please!

MR EDWARD HINGA SANDY: Honourable Speaker, Honourable Members, what we have here is truly very challenging to determine what "Implied Warranty" is, but we see that most of what we consume in this country and, immediately you buy, you put into use. I have witnessed consumers taking advantage of some of these laws, I have seen a consumer going to one world buying a printer, because there is a constant warranty of 21 days for, the printer after couple of days then returns it. So I'm thinking that 21 days truly is going to be sufficient especially in the context of Sierra Leone that if you buy any good and you use it within 21 days, if it gives any problem, then you can take it back, six months or three months really is truly very long.

THE CHAIRMAN: Is too long and it introduces an element of uncertainty in the business, in the market place and that is bad; I think let us go by the Minister's recommendation of 21 days, I think it is reasonable *[Undertone]*.

HON. MATHEW S. NYUMA: Mr Speaker, I think one month is most appropriate, Mr Chairman.

HON. HINDOLO M. GEVAO: One month, because it is expressed in a month not days.

HON. MATHEW S. NYUMA: Yes in a month not days.

HON. HINDOLO M. GEVAO: It is expressed in months.

THE CHAIRMAN: Well, it depends on what you want to balance here.

HON. MATHEW S. NYUMA: One month, just to make it nicely [*Undertone*].

THE CHAIRMAN: Exactly.

HON. MATHEW S. NYUMA: One month is not much, just [*9*] days difference. But that cannot stop you Mr Chairman. I think you are missing the point.

THE CHAIRMAN: I am not missing the point?

HON. MATHEW S. NYUMA: No, not you, some of us; warranty is different from complaint perhaps high voltage.

THE CHAIRMAN: Okay, I am coming Mr Leader. Mr Minister, what is the experience of your Ministry in terms of international best practice, is it 21days?

MR EDWARD HINGA SANDY: Like I said, best practice.

THE CHAIRMAN: It varies?

MR EDWARD HINGA SANDY: Best practice in all bigger Economies, I think it is 21days; 21 working days, maybe we can put like that 21 working days [*Undertone*].

THE CHAIRMAN: One month? Alusine and Gbassay, what do you say?

HON. DR KANDEH K. YUMKELLA: Maybe she is a business woman; she says 30 days is reasonable in this country, so we will yield.

THE CHAIRMAN: Let us go by the female intuition.

HON. MATHEW S. NYUMA: Let us don't confuse ourselves; warranty is different if you go to the shop and get Samsung, you will see 10 years warranty; but we are not given any privilege on that in Sierra Leone. So if we pass this Law, even if you have written on it 5years, here it is one month, by Law.

HON. CHERNOR R. M. BAH: Those are expressed, what we are dealing with are implied warranties; you can have a warranty for two years even locally, but those would be expressed. When I go to buy my TV I will tell the man I want a warranty. They would say I will give you one year, it will be stated as expressed [*Undertone*].

HON. MATHEW S. NYUMA: Any way, let us forget about that, that doesn't mean that you will sue the person because of bad voltage, so that is clear.

THE CHAIRMAN: No the problem is Sub-Standard equipment, so the consensus is one month?

HON. HINDOLO M. GEVAO: So Mr Chairman, I will go with your suggestion under [2], let us use "Provided that the imply warranty will be void if the consumer has subjected the goods or property bought to misuse or abuse". So it serves as proviso

THE CHAIRMAN: Alright.

HON. HINDOLO M. GEVAO: Instead of expect.

THE CHAIRMAN: Well, I am glad you have come round to my views; but what are we going to use 1 month or 30days?

HON. CATHERINE Z. TARAWALLY: 30days. 1 month is the same Mr Chairman. I am always in support [*Undertone*].

THE CHAIRMAN: Good, let's proceed, 30 days.

HON. HINDOLO M. GEVAO: Thank you I will now proceed, that Clause 49 Sub-Clause [1]; be amended by inserting the word "On" immediately after the word "Warranty", 49[1].

HON. JOSEPH WILLIAMS-LAMIN : Mr Chairman, I have an issue with 49, is giving the discretion to the supplier by using the word "May" on this Act; so it should be "Shall".

HON. HINDOLO M. GEVAO: Which one?

HON. JOSEPH WILLIAMS-LAMIN: Page 49 [1].

HON. HINDOLO M. GEVAO: Yes, read it.

HON. JOSEPH WILLIAMS-LAMIN: The service provider may impose the warranty of every new or recondition or carry any repair or maintenance work; so that is what I am saying.

HON. HINDOLO M. GEVAO: Mr Chairman, I want to go with the word "may" because it depends on the magnitude of repair done, because it is a warranty on repair goods. So this is the saturation where a service has been provided and somebody has come to say something has happened to it you have to repair it and after the repair, it gives you the discretion now to say you may put warranty. Now that I have repaired the AC, I am giving you another three weeks, but if you say "shall" you are making it mandatory that at every repaired the he must give you a warranty I think is unfair.

HON. JOSEPH WILLIAMS-LAMIN: With all due respect Mr Chairman, you have the Law, I don't think word "may" is applicable here, it will be "shall".

HON. HINDOLO M. GEVAO: It gives you some eligibility.

HON. JOSEPH WILLIAMS-LAMIN: No, we are talking about Legislature here Sir.

HON. HINDOLO M. GEVAO: I want us to leave it as "May", give the professional some flexibility as well.

HON. MATHEW S. NYUMA: Mr Chairman "Shall" is a very controversial Clause.

HON. HINDOLO M. GEVAO: Very imperative.

HON. MATHEW S. NYUMA: You go to the court, you know what "Shall" mean, is mandating Clause.

HON. HINDOLO M. GEVAO: So we are saying, that Clause 49 Sub-Clause [1]; be amended by inserting the word "On", immediately after the word warranty. So it will read, "A Service Provider may impose a warranty on every new or recondition part"; immediately after the word warranty, we put in the word "On", because as "I was", it did not make much sense. 49 [1], "A Service Provider may impose a warranty", so there is no "On there"; it does not make literal sense. So by inserting the word "On" between warranty and every new; it makes much literal sense. Mr Chairman, are you there, on the first sentence of 49?

THE CHAIRMAN: Go on, feel free.

HON. HINDOLO M. GEVAO: Yes the Service provider may, grateful Mr Chairman, proceeding going forward we are saying Clause 50 Sub-Clause 1, paragraph D; be amended by deleting the word "Consumer and replacing it with the word "Supplier or Service Providers". So we are looking at 50 [d], the return of any property or control over any property or the Consumer, that is what we are saying, we replace the word "Consumer", with "Supplier". So it will read, "Property of Supplier or Service Provider, Where you see the second "Consumer", you substitute it "Supplier"; so where you see supplier in the penultimate sentence you replace it with "Consumer". And after the word "Consumer" you replace it with the word "Supplier".

HON. MATHEW S. NYUMA: Mr Chairman, for me I just want to go back a bit, before we come to look at 49 [1], just to direct him; we have some where we have three months after the date of installation. No, I am just taking it back to services, so we need to leave it like that.

HON. HINDOLO M. GEVAO: Is reasonable.

HON. MATHEW S. NYUMA: Okay, alright no problem. Let us continue.

HON. HINDOLO M. GEVAO: So we are on [d], where we wanted it to read and make some sense. Come again Honourable Kandeh k. Yumkella! Okay 51, when a Supplier undertakes to perform any service for on behalf of a Consumer, the Consumer shall have the right to; then we come straight to "D" to return. We are deleting the word "The", because once you say "To" and you say "The", it does not make sense; to retire or to the return of any property or control over any property.

THE CHAIRMAN: So you are killing "The"?

HON. MATHEW S. NYUMA: For services it remains right?

HON. HINDOLO M. GEVAO: It is reasonable.

HON. MATHEW S. NYUMA: Alright no problem let continue.

HON. HINDOLO M. GEVAO: We are on D, where we wanted it to read and make some sense. D is reading 50[1], when a Supplier undertake to perform any services for

or on behalf of a Consumer, the Consumer shall have a right to return. We are deleting the word "The", because once you said to and you said "The", it doesn't make sense.

THE CHAIRMAN: So you are keeping the word definite article?

HON. HINDOLO M. GEVAO: Yes the definite article.

THE CHAIRMAN: Is better.

HON. HINDOLO M. GEVAO: The return of any property or control over any property of the consumer as it was when the consumer made it available to the Supplier for the purpose of performing such service having regard to the circumstance of the Supplier and any specific critical or condition agreed between the Supplier and the Consumer before or during the performance of the service, so when we read it we thought where you have supplier it is appropriate if you have consumer, it was appropriate for Supplier so we can look at it together. But we are suggesting that Clause 50, Sub-Clause [1] paragraph D be amended by deleting the word consumer. So let say the first consumer will read the return of any property or control over any property of the Consumer, so now is Supplier, because control of property of the Supplier instead of Consumer. Because 51[a], is saying the Consumer shall have a right to return, Consumer may have the right to return of the property or control over any property.

HON. DR KANDEH K. YUMKELLA: Confusion for, once you have purchased, you own it now.

THE CHAIRMAN: The title has transferred.

HON. HINDOLO M. GEVAO: So it is in place?

HON. DR KANDEH K. YUMKELLA: I think so.

THE CHAIRMAN: It is.

HON. HINDOLO M. GEVAO: Then we leave it as it is.

THE CHAIRMAN: So let us go over it.

HON. HINDOLO M. GEVAO: *[D]* remains as it is, that Clause 51; be approved. Part 5 prohibited conduct, Clause 52; be approved. Clause 53; be amended by deleting Sub-Clause 2, Clause 53 read thus;

[I]. "A Supplier shall not in connection with the Supplier or possible Supplier of goods or services to a Consumer engage in conduct, that is in all the circumstance unfair".

[II]. That we are suggesting to be deleted for the purposes of this Section a Supplier shall not be taken to engage in an unfair conduct if he instituted action, legal proceedings dealing in relation to the supply or possible supply of goods or services. So we thought it very prosperous that, because I have supplied even if there is a defect in the goods that I know, once I institute legal action I do not have liability; so we said we should get rid of that because what Suppliers will be doing is they will have arrangement with the Producer that brings substandard goods and when you pick them up they will be the first to institute an action, because once they institute action they are immune, that is what the context is about. For the purpose of this Section any supplier shall not be taken to engage in unfair conduct if he institutes legal process, so we said it is unfair, because every Supplier will just institute legal process and he is absorbed. So we suggested that it should be deleted.

[III]. We are saying from Clause 54-59; be approved. Clause 60, Sub-Clause 2, paragraph *[b]*; be amended by deleting the word "Contract" and replacing it with "Contractual". Paragraph 60 Sub-Clause 2, Paragraph *[b]*, information about the use or recommendation for use by the Supplier of any contract term is dealing with the Consumer, so we said "Contractual term" instead of "Contract term".

THE CHAIRMAN: Where is that?

HON. HINDOLO M. GEVAO: We are on Clause 60, Sub-Clause 2, paragraph *[b]*; information about the use or recommendation for the use of the Supplier of any contract term in dealing with the Consumer, so we said we use "Contractual term" instead of "Contract term", that Clauses 61 and 62; be approved. Clause 63, Sub-Clause 1; be amended by deleting the word "Of" after the word price and replace it with the

word "Or". A Supplier shall not offer any rebate, gift price, and other free items with the intention "Of", saying deleting the word of after the word price. The first of, the Supplier shall not offer any rebate gift price.

THE CHAIRMAN: No, or.

HON. HINDOLO M. GEVAO: Yes, deleting the word of after the word price and replacing it with the word or, so we are deleting the word of. So it reads a supplier shall not offer any rebate gift, price or other free items Clause 64 be approved. Clause 65 be amended as follows; Sub-Clause; be amended by deleting the word "Shall not" and replacing them with the word "Who".

THE CHAIRMAN: A Supplier shall not.

HON. HINDOLO M. GEVAO: A Supplier shall not, so we are saying, a Supplier shall not accept payment or other considerations for goods or services, if at the time of the acceptance the person intend not to supply the goods or services. So Mr Leader, let us look at what we did. We are saying Sub-Clause [c] Sub-Clause 3; be amended by deleting the word...

HON. MATHEW S. NYUMA: Mr Chairman, sorry interrupting you. We have accepted 61[1], so what are you inserting now?

HON. HINDOLO M. GEVAO: We have said under [a] Sub-Clause [1]; be amended by deleting the word "Shall not".

HON. DR KANDEH K. YUMKELLA: Mr Chairman, why do you want to change it to "Who"; and you want to delete "Shall not"? we should not do that.

HON. HINDOLO M. GEVAO: Ok we agreed; that is why we are in the Committee of the whole House. So we are saying that a provision be inserted after Sub-Clause 3, paragraph B, to read; in contravention of this Section commits an offence and shall be liable upon conviction to a fine not less than twice the value of the money or consideration received, or to a term of imprisonment of 3 years or to both fine and imprisonment.

THE CHAIRMAN: That is at the end of 3 [B].

HON. HINDOLO M. GEVAO: Mr Chairman, because the reason is, if we look at 65 [1], there is a serious intention there, "A Supplier shall not accept payment or other considerations for goods or services, if at the time of the acceptance the person intends not to supply the goods or services"; so you already know you have the intention, not to supply and you are taking monies for it. So, because of that we are saying anybody who contrivance this Section 65, that means you accept goods knowing that you are not going to supply; you commit an offence and if liable you are to pay not less than twice the value of the money or consideration you received or to a term of imprisonment of 3 years or to both fine and imprisonment.

Mr Chairman, what has been happening like in the Diamond Trade, several investors ran away from Sierra Leone, they will come and meet our brothers and say, I am going to supply you 600 Carats of Diamonds, knowing fully well that they would never see 600 Carats of Diamonds and these investors will pump in \$3-4mln to them; so anybody of that nature, now that this is a Global market if they prosecute you or if you receive \$1mln and upon conviction you will pay \$2mln and that will serve as deterrent. It is a whole game and is a scam, because they say they would supply and the people give them their monies and they go and they await the supply, but as at the time of the transaction, they knew they will never even set eyes on that quantum of Diamonds or Gold to be supplied. We are saying Sub-Clause 5, paragraph A; be amended by correcting the spelling of the word; 1. Sub-Clause 5, paragraph A, the Supplier's failure to supply any goods or services within the period or within a reasonable time was due to the act or omission of another person.

THE CHAIRMAN: Is it not the word some? Is S, that is missing there,

HON. HINDOLO M. GEVAO: Yes.

THE CHAIRMAN: Not one.

HON. HINDOLO M. GEVAO: Or some other, or yes we can use the "S", some other. We thought it was one that was misspelled, so we add "S". The Speaker has just

corrected us Sub-Clause 5, paragraph A, be amended by correcting the spelling of the word “one”, but by correcting the spelling of the word so instead of one, you add “S”, so it becomes, “Some other cause beyond the Supplier’s control”. [f], that from Clause 66-70 be approved. Clause 72, be amended as follows; Sub-Clause one, be amended to read on the recommendation of the Commission, the Minister in consultation with other Statutory Regulatory Bodies by order, declare any good or any class of goods...

THE CHAIRMAN: Have, you not jumped 71?

HON. HINDOLO M. GEVAO: We have said Clause 71, Sub-Clause 4, be amended by inserting immediately after the word safety or, satisfaction legally accepted “Or” as clearly written.

THE CHAIRMAN: Read it out for us please?

HON. HINDOLO M. GEVAO: The visibility of obtaining higher level of safety, satisfaction legally accepted or the availability of other goods or services presenting a lesser degree of risk shall not constitute grounds for considering goods or services to be unsafe.

THE CHAIRMAN: Can you explain that? I don’t understand that.

HON. HINDOLO M. GEVAO: Clause 4 is saying the visibility of obtaining higher levels of safety or the availability of other goods or services presenting a lesser degree of risk shall not constitute grounds for considering goods or services as to be unsafe.

THE CHAIRMAN: I understand that, but your own addition is the one that is confusing me.

HON. HINDOLO M. GEVAO: Well let us leave it as it is. Can I precede sir?

THE CHAIRMAN: Yes you may.

HON. HINDOLO M. GEVAO: Clause 72 be amended as follows; Sub-Clause [1] be amended to read, on the recommendation of the Commission, the Minister in consultation with other Statutory Regulation Bodies by order declares any goods or any class of goods to be prohibited, where the goods or goods of that class have caused or

are likely to cause injuries to any person property or are otherwise unsafe, the actual text is reading the Minister may on the recommendation of the Commission by order declare any service or any class of services prohibited services where the services or services of the class have caused or are likely to cause injury to any person or property or are otherwise unsafe.

THE CHAIRMAN: The amendment you are suggesting is hanging in the air, because there is some word missing there. If it the Minister may?

HON. HINDOLO M. GEVAO: On the recommendation of the Commission the Minister may in consultation with other Statutory Regulatory Bodies by order declare any goods or any class of goods to be prohibited where the goods or goods of that class have caused or are likely to cause injury to any person or property or are otherwise unsafe.

THE CHAIRMAN: But wait a minute, what is the difference between the original and what you suggested?

HON. HINDOLO M. GEVAO: Mr Chairman, I now see what you are saying. We included where you are saying "May the Minister", we want the word Mandatory Clause shall instead of "May", that will be the amendment.

THE CHAIRMAN: Just change the word "May" to "Shall", if that is what you wanted to say. In the original text, there is a "May".

HON. HINDOLO M. GEVAO: Yes we are changing may to shall.

THE CHAIRMAN: Clause 72[1].

HON. HINDOLO M. GEVAO: Clause 72[1], the Minister "May", so we are changing the Minister shall on the recommendation of the Commission.

HON. MATHEW S. NYUMA: There must be flexibility Clause to that.

HON. HINDOLO M. GEVAO: Yes but if you look at the original text there is nothing like the phrase consultation, because we are looking at the technicality of the Act that the Minister might be embarking on, if you look at 72[1], the Minister may on the

recommendation of the Commission, so we are saying on the recommendation "The Minister shall in consultation" with the Commission.

HON. DR KANDEH K. YUMKELLA: So Mr Chairman, you are suggesting that even when the commission recommends he/she is free to consult the standard bureau independently for example, that why is you are insisting on the consultation, "The Minister in consultation with other Statutory Bodies.

HON. HINDOLO M. GEVAO: Yes.

HON. DR KANDEH K. YUMKELLA: So you are saying even when the Commission tells him, he/she is free to consult others?

HON. HINDOLO M. GEVAO: Yes.

HON. DR KANDEH K. YUMKELLA: Honourable Mathew Nyuma is saying, don't force him, don't put "Shall", leave it as "May", because maybe after that consultation he might say I will not ban; so we can find another remedial measures. So, Honourable Mathew Nyuma's point about flexibility; to me makes sense.

THE CHAIRMAN: I would have thought you were thinking of the other way round, that the Commission will first engage in consultation with other Statutory Bodies, before making the recommendation to the Minister.

HON. DR KANDEH K. YUMKELLA: But you still leave it as "May" for the Minister.

HON. MATHEW S. NYUMA: Mr Chairman, can you remember when we said; this Commission will to take decision on particular issue, they have to invite other MDAs to consult. That is the frame work of what we are doing now, so we have realised that they have done the consultation already, but what we are saying putting the Minister, subjecting him to a Mandatory Clause, we want to have flexibility in this negotiation, we don't want it to be hook line and sinker.

HON. ABDUL K. KAMARA: Mr Chairman, can I be heard on this?

THE CHAIRMAN: Yes.

HON. ABDUL K. KAMARA: We have spent a couple of time debating on this issue and what came to my mind is the situation in which we have a very nice Minister today who is willing to consult, but in a situation where there is no Mandatory Clause, on consultation and knowing fully well our nature as Sierra Leoneans; you have a Minister of Trade tomorrow who will use the other method, I have always said in this House let don't look at who is in the office today, but let us make a law that will fit for all purposes at all times, so in a situation you have a very bad Minister he will not consult. So we are saying let it be in the law so we have a kind of situation which if you have a bad person tomorrow be a Minister of Trade he will be tied down to do the needful or else, we are given a blanket Law. That is my take Mr Chairman.

THE CHAIRMAN: No, but let us read Clause 72 in relation to the object of the Bill. The object of the Bill is to protect Consumers and in this particular case you are protecting the Consumer against goods that have either caused or are likely to cause injury.

HON. ABDUL K. KAMARA: Mr Chairman, what we are saying here is let us imagine there are goods in the market in the opinion of the Commission they have the tendency to damage. The people and if you have a Minister who says no as far as I am concerned, they are ok, what will you do?

HON. HINDOLO M. GEVAO: Mr Chairman, I think we argued this one and like my brother over there that is always sitting until the last minute, if you look at the side note it says, prohibition.

THE CHAIRMAN: Exactly.

HON. HINDOLO M. GEVAO: It has given the Minister the power to prohibit or not to prohibit, and because of the technical nature assuming, a Minister decides not consult with Pharmacy Board and the effect of that drug is so hazardous on the population and he just decided to use the flexibility clause "May" and take a decision. So by the word "Shall" you are getting the Minister to consult at all cost, because you want to forbid this product from entering the market or leaving the market.

HON. MATHEW S. NYUMA: I think it is ok.

THE CHAIRMAN: Exactly, because this is one area where there should be no desecration.

HON. DR MAHMOUD M. KALOKOH: Mr Chairman, can I ask a question? Mr Chairman, what happens if the year is coming to round and a particular commodity is almost getting to the expired date, I have been in the Committee at the Ministry and we have worked together with Standard Bureau for couple of years, and I know exactly what I am saying?

THE CHAIRMAN: A commodity is very close to expiring date?

HON. DR MAHMOUD M. KALOKOH: Yes, what happens? I did not see any penalties regarding that, because when you go to some of these service, providers when the commodity is very close to its expiring date, they will re-stamp it. What is the penalty that we are going to specify here?

HON. HINDOLO M. GEVAO: Ok point taken! Let me respond because of time. Now we all know the duty of Standards Bureau, that before goods enter Sierra Leone Standards Bureau has the mandate to ascertain the period of existence for consumption, so to my mind, the Consumer Protection Act cannot come guessing that particular goods will be expiring on this date; that is the mandate of the Standards Bureau. The Consumer Protection, let us say, the Consumer comes now to say this good has expired and they report it to the Consumer Commission, the Consumer Commission will now instruct an instructor to go to that Supermarket to find out whether that good has expired and it is not good for consumption. But we cannot guess on the date, when goods are going to be expired; you will find it extremely difficult as to what is the cut off period for the goods to be consumed or not. We think it falls within the purview of Standards Bureau, but Honourable Abdul K. Kamara will help elucidate on that.

HON. DR MAHMOUD M. KALOKOH: Mr Chairman, I am not going to dispute what you have just stated, but from some of the lessons we have learnt, we are fully aware

of the fact that Standards Bureau has a very thin staff and looking at a Country with almost 16 Districts, and some of these areas get good from Liberia, Guinea and from overseas coming through Lungi. With this thin staff how would you expect these people to work effectively and efficiently as the Chairman mentioned of in our last discussion? How do you think the Standards Bureau to be able to measure up to this challenge? This is critical, so let us have the law.

HON. ABDUL K. KAMARA: Mr Chairman, we are here today because we are talking about a Commission that will be formed after we pass this Law, and the essence of that Commission is because we are fully aware that Standards Bureau is not up to the task in numerical strength and when it comes to the capacity of the Standards Bureau in Sierra Leone is so low; so as a matter of fact, this House needs to advocate to empower the Standards Bureau to work with this Commission, because all what we are dealing with here today the fall-back is on Standard Bureau. Because they will be doing the checks, they will tell you this product is coming into Sierra Leone now and the expiring date for this product is at this time; but if they are not capacitated, even the Commission we will be forming, even the Ministry of Trade would not be doing justice to their duties. But again I want to appeal through the Leader that we have experts in major things we deal with most times when they go to the Committee and if we have people participating at the Committee level it will make our work easier, time we will be coming here, we will be only listening to Leadership to make their own input, but we spent a lot of time deliberating on some of these issues. If we cannot make a law that addresses the issue Honourable Mahmoud M. Kalokoh is raising now, because it is unprocessed, we cannot! We cannot say the goods are about to expire two months' time what do we do? Are you forcing the Traders to get them off the shelves? That is the role of Standards Bureau and they have their own procedures, all we need to do is to empower Standards Bureau and have a situation in which we merge them with the Commission and we forge ahead, that is what we need to do.

HON. MATHEW S. NYUMA: Thank you. There are some issues which are purely administrative, we don't need to go into that, but you just forgot that we mentioned

that one in Clause 24[b]. We inserted a new Clause there which says where, the complaint alleges defect in rules which requires analysis of testing of the goods, the Commission shall instruct the District Resolution Committee in Collaboration with the Relevant Statutory Bodies”, that is the place where you bring in Standards Bureau, to obtain samples of goods from complaints and correspondents and submit it to an appropriate Laboratory for Testing. We are talking about it before consumption, before the goods enter you must analyse them put them to test, check them, because there must be a duration before you clear them, something like three months before they enter the shores of Freetown or Sierra Leone, you must examine them. If they can take one month, two months for them to be expired, that can be determined by Standards Bureau, but in the event that is lacking, that is the reason they inserted Clause 24 [b] for goods that are going to be defected, that is why you have 74 [b]. So the one you have mentioned about having a skeleton staff has to do purely with Administration; because you cannot say if you want to employ you have to look at the Wage Bill, look at your Revenue Collection. If you have to look at what Standards Bureau is doing, you want to beef up their staffing capacity and other parameters; you have to take into consideration so that you can collaborate with the Ministry of Finance. Even the set of laboratories these are Administrative things not that we have them now. The Honourable Kandeh K. Yumkella mentioned about having Standard Laboratories for example, checking for certain goods you have to take them to the Laboratory to do some serious testing, the Minister here is a Chemist, he knows what we are talking about. Some Chemicals are very expensive so setting up laboratories are very expensive thing so these are purely Administrative, but that cannot stop them not to do the right thing by looking at goods before they enter the shores of Freetown or Sierra Leone.

THE CHAIRMAN: Thank you. We are still at Clause 72.

HON. HASSAN A. SESAY: Along the line to what the Leader of Government Business was saying, I think we must have a time line that there are certain commodities if they are to be in the shelves, there must be a time frame within which for example, if they

are to be sold two months before the expiring date they must be taken off the shelves, I think that Clause must be inserted, so that we safeguard the Consumers. For example there are certain goods Medication and others.

THE CHAIRMAN: But will that not be part of the duties of the Commission that we are setting up?

HON. HASSAN A. SESAY: That is what I am saying so that the Commission will prevent goods that are closer to expiring date from going to the shelves, because when once they are there, the tendency for Consumers to buy those goods even when they have expired will be great and those people who already have them in their shelves will want to sell them exploiting the Consumers if laws are not put in place to prevent that from happening.

THE CHAIRMAN: I would have thought that it is pretty well captured in Clause 72.

HON. DR MAHMOUD M. KALOKOH: Mr Chairman, except we are to give the powers to the Minister before the establishment of the Commission that we are talking about in the area of making regulations. But if there is no way of making regulations in this aspect, the essence of the Consumer Protection Bill that we are discussing, is to refer to an Act, to ensure that it promotes safety. So if we are to look at the safety of the Consumers definitely, there should be a time bound. The law should be there. Mr Chairman of the Legislative, please allow me to finish. We have seen the works of Standards Bureau, we are making laws here, let me give you a scenario; you can go to a Fuel Station and they find out that, that particular Fuel Station has under measured litres of petrol you will find out that Standards Bureau will upgrade it and seal it the next time, you will find a shortage of that litres, what happens to that? What will you say about that, with a seal Machine?

HON. HINDOLO M. GEVAO: Mr Chairman, I understand his apprehension, if we say we are going into nitty-gritty of people's apprehension, it will be an Encyclopaedia. If you look at 72, some of your fears are being captured; what this Bill did not cater for is to usurp the powers of Standards Bureau and embed it under the spirit of this Bill, we

will be creating more problems than solving. So let me read Clause 2 for you. 72 Sub-Clause 3 says, any order made under Sub-Section 1 or 2 may require the Supplier in such manner and within such period as may be specified in the Order and at the Suppliers own expense to do any or all of the following. Record prohibited goods or services, stop the supply of or the offer to supply the prohibited goods or services. Stop the advertisement of prohibited goods or services; disclose to the public any information relating to.

THE CHAIRMAN: I am sure that satisfies the Honourable Member?

HON. HINDOLO M. GEVAO: We can't impose time limit, because Standards Bureau assures us of the quality of food that we must consume, before entering into our country.

THE CHAIRMAN: Okay in the interest of time I am sure he has yielded. Thank you. So in Clause 72[2], is the discretion there again applicable or it should be mandatory?

HON. HINDOLO M. GEVAO: We said "Shall".

THE CHAIRMAN: The Minister shall?

HON. HINDOLO M. GEVAO: Yes shall!

THE CHAIRMAN: Very well, move on.

HON. HINDOLO M. GEVAO: C. Sub-Clause 3, paragraph F, be amended by deleting the word reasonable and replacing it with "Acceptable by the Consumer".

THE CHAIRMAN: Where?

HON. HINDOLO M. GEVAO: Under 72[3] an order made under Sub-Section 1 or 2 may require the Supplier in such manner and within such period as may be specified in the Order and at the Suppliers own expense to do any of the following. Then I take you down to F; refund to any Consumer to whom.

THE CHAIRMAN: F?

HON. HINDOLO M. GEVAO: Yes!

THE CHAIRMAN: Yes!

HON. HINDOLO M. GEVAO: 3 F, refund to any Consumer to whom the prohibited goods or services were supplied, the price paid or the value of the consideration given for the prohibited goods or services or any lesser amount as may be reasonable. So the word "Reasonable", having regard to the use of the prohibited goods or services. So the word "Reasonable", we have problem with because it will be difficult to determine reasonability so we are saying, be amended by deleting the word reasonable and replacing it with acceptable by the Consumer, so it will read, "Less amount as may be reasonable by the Consumer" having regard, so we delete the word "Reasonable" and replace it with "Acceptable" by the Consumer.

THE CHAIRMAN: Is that the consensus [*Undertone*]?

HON. HINDOLO M. GEVAO: Mr Chairman, Clause 73, be amended in Sub-Clause 4, by inserting the following words at the end of the sentence to be determined by the Court. 74, Sub-Clause 4.

THE CHAIRMAN: Yes, compensation.

HON. HINDOLO M. GEVAO: Yes, then you add the word "To be determine by the court".

THE CHAIRMAN: Okay!

HON. HINDOLO M. GEVAO: J, paragraph B, Sub-Clause 1 of Clause 74; be amended by deleting the word "Suppliers" and replacing it with "Supplies".

THE CHAIRMAN: Where?

HON. HINDOLO M. GEVAO: J, paragraph a Sub-Clause 1 of Clause 74, be amended by deleting the word "Suppliers" and replacing it with "Supplies".

THE CHAIRMAN: The producer supplies!

HON. HINDOLO M. GEVAO: Yes.

THE CHAIRMAN: Remove the "R".

HON. HINDOLO M. GEVAO: Yes sir.

THE CHAIRMAN: Okay! What else?

HON. HINDOLO M. GEVAO: We are now coming to, that Clause 75; be approved.

THE CHAIRMAN: Next!

HON. HINDOLO M. GEVAO: Clause 74; be amended by deleting the word "Three" and replacing it with "Two".

THE CHAIRMAN: Where?

HON. HINDOLO M. GEVAO: Clause 76; be amended so we are under Clause 76 subject to Sub-Section 2, a person may commence a defective goods action at any time within three years, after the time the person became aware. So that is what we are saying, instead of three years let it be two years. Instead of three years we said three years was too long for one to commence an action after you have noticed that the goods is defective so we brought it to two years instead of three years subject for your approval.

THE CHAIRMAN: Is that accepted [*Undertone*]?

HON. HINDOLO M. GEVAO: Come again.

HON. MATTHEW S. NYUMA: We don't understand what it means.

HON. HINDOLO M. GEVAO: If you look at Clause 76 subject to Sub-Section 2, "A person may commence a defective goods action if you know that this good is defective, you can start action in court at any time within three years so we are saying three years is too long so we brought it down to two years. So when you notice that the good is defective you don't have to wait for three years, you will wait for two years, so that is it.

HON. MATTHEW S. NYUMA: After two years, you cannot persecute any longer; you cannot go to court.

HON. HINDOLO M. GEVAO: So is like a limitation within which you can commence an action for a defective good that has come to your knowledge [*Undertone*]. So Minister is saying six months, instead of two years. Six months for one to commence action, so we bring it from three years to six months.

HON. HASSAN A. SESAY: Mr Chairman, the language there to say, if there is a defect to wait for two years to determine that a particular commodity or good is defective, I think that is too much.

HON. HINDOLO M. GEVAO: Yah, the Minister is suggesting six months.

HON. HASSAN A. SESAY: Six months. I think is reasonable, so I will go with the Minister in that respect [*Undertone*]. You see what I am saying Mr Leader, the possibility of using that particular commodity for one year and then subject to overuse, or abuse and then you complain of it been defective is great, so I think six months is reasonable; I want to go with the Minister in that respect, because somebody can abuse a particular commodity.

THE CHAIRMAN: I think that is reasonable.

HON. ABDUL K. KAMARA: Mr Chairman before you rule sir, can I be heard on this? When we are talking about goods and services here, let us take for example; there is a school being built at Makuma in Samu Chiefdom, where the Honourable Kandeh Yumkella comes from, in Constituency 62. We are also talking about services, look at most of the buildings constructed for NACSA and you look at the duration two years. I think is good, more so for Government contracts where people do construction of even [*Interrupted*].

THE CHAIRMAN: 76 deals with goods.

HON. ABDUL K. KAMARA: What about the goods been supplied Leader [*Laughter*]?

THE CHAIRMAN: No look let us be reasonable here, if you remember what we did to Clause 48, we reduced the period to 30 days to return goods, so here it is being suggested that instead of years let us talk about six months, to commence action.

HON. HINDOLO M. GEVAO: Mr Chairman I want to bring a suggestion for the approval of the entire House. Like you rightly said, 76 is dealing with goods; can we change the side notes to make time for commencing defective goods and services action? Because, I have not seen any such Clause for services; yes we have to cover services as well [*Undertone*].

THE CHAIRMAN: You cannot combine the two in one, so we agree to six months?

HON. HINDOLO M. GEVAO: So Mr Chairman, we are suggesting.

HON. FODAY M. CONTEH: Mr Chairman, please! When I look at the language here, it says, goods action at any time within three years, they have not said after three years or after six months or after one month, we said within three years, I want to support that there is no need for us to change this. My own understanding is within the cause of the three years at any time so there is no need to be worried about it, It is not said that after three years.

THE CHAIRMAN: We understand your sentiment, but I think you are the only one expressing it.

HON. FODAY M. CONTEH: Yes, because I believe I am the only one that understands it that way.

THE CHAIRMAN: Okay. So we agreed to six months? Shall we proceed then, please!

HON. HINDOLO M. GEVAO: So we are not done with 76 yet, let us look at 76[2] now, if we have dealt with 76[1] and we have brought it to six months, so 76[2] is now reading, "A defective goods action shall commence within ten years of the supply by the Producer or Importer of the goods to which the action relates".

THE CHAIRMAN: Ten years?

HON. HINDOLO M. GEVAO: That is what the original text is saying, a defective goods [*Interruption*], well we can bring it to one year. A defective goods action shall commence within six years [*Undertone*]. So let us change ten to six. We are saying,

hopefully we will be there very soon, but we have not done anything for services *[Undertone]*. Okay, so 76[3] we are saying a person may commence.

THE CHAIRMAN: Where are you?

HON. HINDOLO M. GEVAO: We are trying to draft a new Clause.

THE CHAIRMAN: No, but what about that ten years, is it reduced to six years?

HON. HINDOLO M. GEVAO: Yes, six years.

THE CHAIRMAN: Okay whiles the Draftsman is drafting a new Clause, shall we proceed we will come back to it. Go on, 77.

HON. HINDOLO M. GEVAO: Mr Chairman I just want to deal with this 72, so let us try to draft it, we will do it very soon.

THE CHAIRMAN: No! No! Somebody is doing it in the main time, let us proceed.

HON. HINDOLO M. GEVAO: So let it be 76[2] and 76[3]; just add services. It is our recommendation that Clauses 77 and 78; be approved.

THE CHAIRMAN: Okay.

HON. HINDOLO M. GEVAO: That Clauses 77 and 78 be approved. Clause 79; be amended by inserting immediately after the word Minister, the following words; "In consultation with the Standards Bureau" and by also correcting on the side note the spelling of the word warranty. So let us read 79 to be, "The Minister in consultation with Standards Bureau may by notice publish in the gazette makes an information standard for one or both of the following goods of a particular kind. *[B]*, Services of a particular kind in consultation with other Statutory Body.

THE CHAIRMAN: Other Statutory Bodies?

HON. HINDOLO M. GEVAO: Yes.

HON. KANDEH K. YUMKELLA: Mr Speaker, Internationally it is the Standards Bureau that helps to set standards nationally. So it should not be Statutory Bodies.

HON. HINDOLO M. GEVAO: I agree with you, Honourable Kandeh Yumkella.

HON. KANDEH K. YUMKELLA: It is their function to set standards is their job.

HON. HINDOLO M. GEVAO: Yes [*Undertone*].

HON. KANDEH K. YUMKELLA: No, the Minister is not an expert on Standards; that is for the Standards Bureau.

HON. HINDOLO M. GEVAO: Standards Bureau and other Statutory Bodies have you captured it? Mr Chairman, Can I proceed?

THE CHAIRMAN: Another Statutory Bodies?

HON. HINDOLO M. GEVAO: Yes! Standards Bureau and other Statutory Bodies

HON. KANDEH K. YUMKELLA: Point of Order Sir! You said we are coming back to 76 [2].

HON. HINDOLO M. GEVAO: Somebody is drafting it sir.

HON. KANDEH K. YUMKELLA: So we will come later to that.

HON. HINDOLO M. GEVAO: Yes Sir.

THE CHAIRMAN: Yes go on.

HON. HINDOLO M. GEVAO: So it is our recommendation that Clauses 80 to 83 be approved.

THE CHAIRMAN: Good, Mr Minister please, take it over.

MR EDWARD HINGA SANDY: Mr Chairman, Honourable Members, May I suggest that while they are drafting Clause 76[2], we proceed with the other part of the Bill?

THE CHAIRMAN: Okay! And then we will do the two parts together later, okay shall we?

HON. HINDOLO M. GEVAO: Enforcement and remedies. That from Clauses 114 to Clause one

THE CHAIRMAN: No! No!

HON. HINDOLO M. GEVAO: Oh sorry, it is Investigations! Mr Chairman, it is our recommendation that, 84 Sub-Clause 1, "A member of"; so you just read it now to read "The Commission".

THE CHAIRMAN: Okay! Yes go on.

HON. HINDOLO M. GEVAO: Sub-Clause [2], be amended by deleting the words "Member of".

THE CHAIRMAN: I can't find it.

HON. HINDOLO M. GEVAO: I am trying to look for it myself.

HON. MATTHEW S. NYUMA: 84[2]?

HON. HINDOLO M. GEVAO: Yes 84[2].

HON. MATTHEW S. NYUMA: Look at it right here, go to page 52.

HON. HINDOLO M. GEVAO: Page 52.

THE CHAIRMAN: It is not there.

HON. HINDOLO M. GEVAO: Okay Mr Chairman I have seen it, it is on page 53, Sub-Clause [2], after paragraph C; "The Member of the Commission", that is what we want to delete.

THE CHAIRMAN: Okay.

HON. HINDOLO M. GEVAO: The Member of the Commission.

THE CHAIRMAN: That from Clause 86 to 91; be approved.

THE CHAIRMAN: Yes

HON. HINDOLO M. GEVAO: Clause 92 Sub-Clause 1; be amended by inserting immediately after the word "Inspector", the following words, "Shall on the instruction of the Chief Executive Officer with the aid of the Sheriff". Clause 92 Sub-Clause 1; be amended by inserting immediately after the word "Inspector". 92[1]; I will take you through very soon.

THE CHAIRMAN: Yes go ahead!

HON. HINDOLO M. GEVAO: 92[1] reads *[Undertone]*

THE CHAIRMAN: There is always a sheriff, go ahead.

HON. HINDOLO M. GEVAO: I am grateful Mr Chairman. Clause 92 Sub-Clause 1; be amended by inserting immediately, after the word "Inspector", "Shall on the instruction of the Chief Executive Officer, with the aid of the sheriff".

THE CHAIRMAN: Okay go ahead we have done that.

HON. HINDOLO M. GEVAO: Honourable Basiru Silikie, are you now with us?

THE CHAIRMAN: I am with you

HON. HINDOLO M. GEVAO: Grateful Mr Chairman. Sub-Clause 1; be amended by inserting immediately after the word "Inspector", the following words shall on the instruction of the Chief Executive Officer with the aid of the sheriff that is 93[1]. Clause 94 Sub-Clause 1; be amended by inserting immediately after the word inspector, on the first line the following words "Shall on the instruction of the Chief Executive Officer with the aid of the Sheriff". Clause 95 Sub-Clause 1; be amended by inserting immediately after the word inspector, the following words, "Shall on the instruction of the Chief Executive Officer with the aid of the sheriff".

THE CHAIRMAN: Where?

HON. HINDOLO M. GEVAO: Clause 95. Mr Chairman, my brother Honourable Abdul K. Kamara, will agree with me that, because of these Clauses it attracted Members of the Consumer Protection Agency, they wrote the letter and we got them to come so we actually listened to them. We took their concerns, we deliberated it, we debated it, we got them out of the process and we took decision. So we tidy it very well that is why you see repetition of it so that the inspectors are also protected when going on this inspection, because they will be aided by sheriffs, Police officers, so that they are not attacked, bullied, beaten up or the like. So Clause 95; be amended by inserting

immediately, after the word “Inspector”, the following words, “Shall on the instruction of the Chief Executive Officer with the aid of the sheriff”.

THE CHAIRMAN: I am not able to see it. This is talking about 94.

HON. MATTHEW S. NYUMA: But just before that Mr Chairman, I want to observe something that is very real for us to see in our Law books. Sheriff, Sheriff! We have heard about Police! Police!

HON. HINDOLO M. GEVAO: No that is it, you have the Sheriff. Legally, the Inspector General is the Sheriff.

HON. MATTHEW S. NYUMA: Well we want to have conformity, Mr Chairman.

THE CHAIRMAN: Earlier on, we defined Sheriff.

HON. HINDOLO M. GEVAO: Mr Chairman, are you with us on clause 95?

THE CHAIRMAN: No wait! I am not with you on 95.

HON. HINDOLO M. GEVAO: Mr Chairman, go on 95[1], on the last sentence.

HON. MATTHEW S. NYUMA: Hold on Mr Chairman, these are Lawyers.

HON. KANDEH K. YUMKELLA: It is true, it is the first time we are seeing Sheriff.

HON. MATTHEW S. NYUMA: You see these are Lawyers ooh.

THE CHAIRMAN: It is defined, go ahead *[Laughter]*.

HON. HINDOLO M. GEVAO: Mr Chairman, just for you to be cleared on 95.

THE CHAIRMAN: Where is the Inspector?

HON. HINDOLO M. GEVAO: Inspector is on the last sentence, I will read it for the purposes of monitoring compliance with this Act or regulations made under the Act, and Order made by the High Court or under this Act, an Inspector after the word Inspector then you now take the amendment, “An Inspector shall on the instruction of the Chief Executive Officer with the aid of the Sheriff. Have you seen it sir?

THE CHAIRMAN: What paragraph?

HON. HINDOLO M. GEVAO: 95.

THE CHAIRMAN: Yes, 95 what?

HON. HINDOLO M. GEVAO: Yes 95[1], the last sentence, before you get to A.

THE CHAIRMAN: Okay.

HON. HINDOLO M. GEVAO: I will start the sentence again Mr Chairman.

THE CHAIRMAN: Where is it, under this Act an Inspector?

HON. HINDOLO M. GEVAO: Yes after the word "Inspector", now you use the word "Shall on the instruction of the Executive Officer with the aid of the Sheriff".

THE CHAIRMAN: I have seen it.

HON. MATTHEW S. NYUMA: Mr Chairman, I think you are going too fast for us now, we are asking some relevant questions, but it seems they have compromised Mr Chairman.

HON. CHERNOR R. M. BAH: Mr Chairman, S.O. 33. The Leader is interrupting the Honourable Member, while he is doing his submission.

THE CHAIRMAN: Unnecessarily.

HON. MATTHEW S. NYUMA: Mr Chairman, they have compromised, there should be no compromise. No, they were making it up for a set of people. He said, in the Chairman's report, "We called the Petty Traders" [*Undertone*]. No, and now you guys are supporting, even when I got support from Honourable Kandeh Yumkella you said, no! No! No! He said; we have compromised, so you have made the Law for one set of people, for the record.

HON. HINDOLO M. GEVAO: Tell him my system is waiting [*Laughter*].

THE CHAIRMAN: Go ahead!

HON. HINDOLO M. GEVAO: Mr Chairman, we are clear on 95.

THE CHAIRMAN: Yes, 96 to 113.

HON. HINDOLO M. GEVAO: Mr Chairman, we are saying that 96 to 113; be approved?

THE CHAIRMAN: Fine.

HON. HINDOLO M. GEVAO: 96 to 113; be approved.

THE CHAIRMAN: Yes

HON. HINDOLO M. GEVAO: Part 6, enforcement and remedies that is from Clause 114 to Clause 137; be approved.

THE CHAIRMAN: Fine.

HON. HINDOLO M. GEVAO: We are coming back now to Clause *[Undertone]*.

THE CHAIRMAN: Where did we stop earlier?

HON. HINDOLO M. GEVAO: Mr Chairman

THE CHAIRMAN: Go ahead.

HON. HINDOLO M. GEVAO: Mr Chairman, if I may read the new 76 *[3]* it reads; "A person may commence an Unsatisfactory Service Action at any time within a year after the time, the person becomes aware or ought reasonably to have become aware of all the following:

[A]. Unsatisfactory Performance of Service;

[B]. The identity of the person who performs the service. A person may commence an Unsatisfactory Service Action at any time within a year after the time the person becomes aware or ought reasonably, to have become aware of all of the following.

THE CHAIRMAN: Where is the Draftsman?

HON. HINDOLO M. GEVAO: No, Mr Chairman. Mr Chairman it could be our recommendation now through you.

HON. CATHERINE Z. TARAWALLY: Mr Chairman, this is the essence of the Draftsman. I want to recommend, that for any Bill Passing or for any making, we should have a representative of the Drafters here. We have to put it as a law Mr Chairman,

because it is undone. We are struggling with interpretation of words, because they are not here and they should be here.

THE CHAIRMAN: In other jurisdictions, the Draftsmen are in Parliament.

HON. CATHERINE Z. TARAWALLY: Mr Chairman, help us to do the needful, because it is good we make a law, that some of us will be able to interpret.

THE CHAIRMAN: Here the Draftsmen are in the Attorney General's [AG] office that is the problem.

HON. DR MOHMOUD M. KALOKOH: That is why we should try to have a unit of Drafters here; in Parliament. We discussed that here in the last workshop.

HON. ABDUL K. KAMARA: Mr Chairman, I don't want to stand and do the devil's advocate, but also let us commend the Draftsman who is always here when we go to Pre-ledge even if we are here till eight, the young man has always been here. I talked with him personally, and he is yet to engage the Leadership of Parliament for an office space in Parliament. So what we need to do is, in as much that we think, they are not here with us, now let us also think as a Parliament to create space for them here where they would also have an fix office.

THE CHAIRMAN: That does not excuse him from being present, until we adjourn today.

HON. ABDUL K. KAMARA: I agree Mr Chairman, but I am also just raising some of his concerns, as much as he has not done well today.

THE CHAIRMAN: I rule you out of order!

HON. CHERNOR R. M. BAH: Mr Chairman, it is very unfair to single out an individual, so I don't want to attribute anything to that specific individual Lawyer, because the Drafting Department at the Law Office has a team.

THE CHAIRMAN: Exactly!

HON. CHERNOR R. M. BAH: They have a team, so if one is not here the others should be around, let us don't circle it around the young man, he is exempted please.

HON. DR MAHMOUD M. KALOKOH: Mr Chairman, please read the wordings again!

HON. HINDOLO M. GEVAO: the person may conduct an unsatisfactory service action at any time within a year, after the person becomes aware or ought reasonably to have become aware of all of the following:

[a]. Unsatisfactory performance of service; and

[b]. The identity of the person who rendered the service.

THE CHAIRMAN: So you know what you are doing for goods it is six months and for services one year. I hope we all will appreciate that?

HON. HINDOLO M. GEVAO: Yes fair enough and the side note now for 76 *[3]* will now be time for commencing defective goods and service action. So the side note 76 now will read, "Time for commencing defective goods and service action", that will be the side note.

THE CHAIRMAN: Honourable Members, is that accepted? Thank you, Mr Minister.

MR EDWARD HINGA SANDY: Mr Chairman, Honourable Members, I move that parts 3, 4, 5 and 6 Clauses 47 to 137; stand part of the Bill as amended.

[Question Proposed, Put and Agreed to]

[Parts 3, 4, 5 and 6, Clauses 47 to 137; stand part of the Bill as amended]

[The House resumed from Committee stage]

MR EDWARD HINGA SANDY: Mr Speaker, Honourable Members, I report that the Bill the Consumer Protection Act 2020, having gone through the Committee of the whole House with amendments, I now move that the Bill be read the third time and passed into Law.

[Question Proposed, Put and Agreed to]

[The Bill entitled the Consumer Protection Act 2020, be an Act to provide for the Protection and Promotion of Consumers to provide for the Establishment of the National Consumer Protection Commission and other related matters has been read the third time and passed into law]

THE CHAIRMAN: Thank you. Mr Minister, you may take leave of us, thank you. Any announcement?

HON. CHERNOR R. M. BAH: I am sure you have been informed, but may be privately, but for the notice of the House, the Honourable Daniel Koroma the Chairman mentioned it in passing, lost his father early this week, and he is going to be laid to rest on Sunday at Yefie in the Koinadugu District. The Chairman mentioned it in passing, you know he is always regular and committed, and we informed you last week of Amadu Kanu's lost. He lost his mother also and you gave us the opportunity to observe a minute of silence. Unfortunately again, Honourable Daniel Koroma has lost his father; so I just thought that we should inform the House officially.

THE CHAIRMAN: In addition to that, it is with regret that I inform the House that the Honourable P.C Alie Badarra Balansama Marah III, lost his elder sister and younger sister last week, and they have already been buried. May I invite all of us to please rise and observe a minute silence. May the Lord Almighty forgive their mistakes on earth and grant the souls of the departed, and admit them into his heavenly kingdom; Amen. Honourable Members, I have an announcement to make on the Committee of Public and Political Affairs.

Honourable Foday Mario Kamara, Chairman;

Honourable Bai Sama Kamara, Deputy Chairman;

The other Members of that Committee are listed. Now I have received the corrected list of Membership of all the Sessional Committees and this will be available for distribution to Members tomorrow. No, the corrected copy will be distributed tomorrow, so you may discard what you already have until tomorrow. Any announcement?

On that note, the House stands adjourned to tomorrow 7th August, 2020 at 10am prompt.

ADJOURNMENT

[The House rose at 5:48 Pm and was adjourned to Friday, 7th August, 2020 at 10:00 am]