

# 12 A Shadow Forestry Practice Discovered in Worr Community Forest

BRIEFING | NOVEMBER 2024

## Key Messages

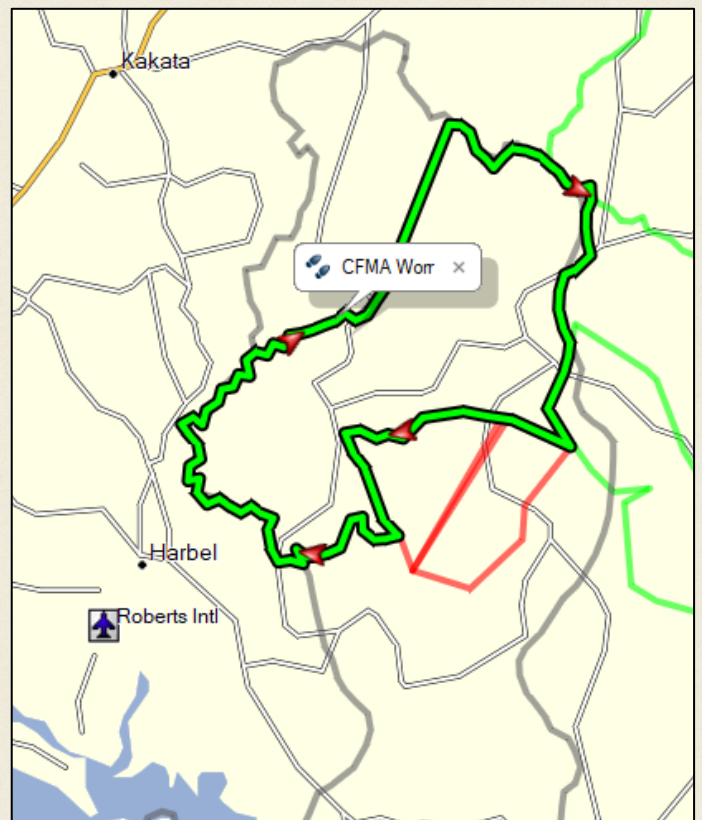
- The logging company operating in Worr community forest faces accusations of non-compliance with its contract with Worr Authorized Forest Community.
- Worr community signed a logging contract with Magna Logging Corporation but logging operations are carried out by Masayaha Logging Company. It is unclear which company is responsible for complying with the agreement as one company is present in the forest and the other signed the agreement.
- The logging contract – titled a Third Party Forest Management Agreement (TPA) – is due for revision and renewal but members of Worr community's forest Executive Committee are refusing to engage until the company pays the arrears due.
- There is resistance amongst some forest community leaders to share information on the payments that had been received.
- The FDA reportedly investigated allegations of logging outside the permitted operating area but did provide any information on what actions, if any, it subsequently took.

## Background

The Worr community forest is located in District #1A in Grand Bassa County. The community forest covers 35,337 hectares. A Community Forest Management Agreement (CFMA) was issued to the community by the FDA on 19 January 2019.<sup>1</sup> This followed completion of the Nine Steps enshrined in the Community Rights Law Regulations, 2017.<sup>2</sup>

On 16 August 2019 Worr community signed a Third Party Forest Management Agreement (TPA) with Magna Logging Corporation to commercially manage its community forest for 15 years.<sup>3</sup> According to Magna, "less than six months later, full operations and management rights were transferred to Masayaha, a certified logging company, with the acquiesce and attestation of FDA."<sup>4</sup>

**"We are aware that Magna Logging Corporation sub-contracted Masayaha Logging Company to operate in the Worr Authorized Forest Community" — FDA, 16 July 2024<sup>5</sup>**



Map of Worr CFMA with adjacent CFMAs (green) and TSCs (red)

According to the TPA and the Commercial Use Contract (CUC) legal guide, community forestry contracts are to be reviewed every five years.<sup>6</sup> Thus, the agreement between Magna and Worr community was due to be reviewed by 2023.

According to official testimony obtained in 2020 from the principal of Magna, Morley Kamara, the company operated in nearby Timber Sales Contract (TSC) area A2 for two years until the Ebola outbreak stopped work in 2014. During that time Magna took responsibility for implementing the third party agreement with the community. Magna subsequently purchased some – properly documented – 8,000 m<sup>3</sup> of ekki logs from Renaissance group Incorporated, who, the official investigation found, had utilised the TSC-A2 permit to log outside it in 2018.<sup>7</sup>

## Observations

### Logging outside of the Worr community forest

In 2021, the CS-IFM team received an alert of suspected logging outside of the CFMA boundaries taking place around the Worr community forest. The forest monitors visited Worr in February 2022 to check the validity of the alert. The team identified signs of illegalities and recommended an IFM investigation. In October 2022, it received support from the Siemenpuu Foundation, based in Finland, to conduct a full investigation. The investigation heard from community members that logging had occurred outside of the CFMA area in the name of roadside felling. They also noted non-compliance with the TPA and a boundary conflict between District #1A and District #1B.

The team was also informed that the FDA had conducted an investigation into alleged illegal logging around Worr community forest by Magna's subcontractor, Masayaha Logging Company. According to members of the Community Forest Management Body (CFMB) and its governing board, the Executive Committee (EC), the FDA investigation found evidence of Masayaha logging outside of the Worr community forest and fined the company. However, the CS-IFM team were not able to find any evidence of the FDA report or the fines imposed on the logging company.<sup>8</sup> The team were also unable to establish whether the company had paid any fine or not.

At around the same time as the CS-IFM visited Worr, the DayLight newspaper reported a secret deal between Masayaha and a community some 100km away from Worr community forest whereby the community leadership would receive US\$5 per cubic meter if it turned a blind eye to the harvesting of "641 cubic meters of the red ironwood [ekki]". The DayLight asserts the FDA

took no action.<sup>9</sup> A week later it also reported Masayaha logs near Worr community forest being abandoned:

**Alvin Fiske, a local who heads the community forest leadership, said the company executives told him it had not found a buyer for the logs. "Costumers come and buy some and some remain on the ground," he said. — The DayLight, 27 September 2022<sup>10</sup>**

The National Forest Reform Law (NFRL) explicitly outlaws logging outside a permit area and transfer of a forest permit without approval from the FDA. It also lists punishments for such acts, including fines and jail time.<sup>11</sup> Furthermore the Voluntary Partnership Agreement (VPA) requires publication of "Penalties imposed and the list of those who actually paid and those who did not pay or complied".<sup>12</sup>



Logs abandoned by Masayaha, September 2022. © The DayLight, reproduced with permission.

### Non-compliance with contractual obligations to the community

A TPA is a logging contract comprising obligations on the part of each party: the community and the logging company. In return for access to the timber resources, in the case of Worr community the company is contractually obliged to:<sup>13</sup>

- Pay 55% of the US\$ 1.25 per hectare per year land rental to the community.<sup>14</sup>
- Pay US\$ 1.50 to the community for every cubic meter of timber 'harvested and transported by waybill' based on the Log Data Form.<sup>15</sup>
- Install 20 water pumps in the first four years of the agreement period, at sites determined by the CFMB.
- Construct a clinic in the second year, and rehabilitate the clinic in John Logan Town.
- Provide US\$ 5,000 to the community each year to support scholarships.
- Build and maintain roads, and construct durable bridges, along seven routes listed in the TPA.

This investigation unveiled several non-compliance issues in the implementation of Magna's TPA with Worr community. For example, each year Magna should pay US\$ 24,294.19 in land rental fees to the community. Yet,

in interviews, the EC and CFMB members reported that the company owed the Worr community land rental and cubic meter fees.

At the same time, some in Worr CFMB appeared unwilling to make full disclosure of their financial transactions since 2019 when it first signed the TPA with Magna, despite efforts by the EC to allow the investigators access to the financial documents of the CFMB. The CS-IFM team have also observed this in other community forests, despite the CRL Regulations stating the CFMB must provide quarterly financial reports to the EC and the FDA,<sup>16</sup> and the National Union of Community Forestry Management Bodies (NUCFMB) have developed a template for doing so.<sup>17</sup>

There is confusion as to which company – Magna or Masayaha – is responsible to meet these obligations. The FDA has stated, “*we are not aware of any contract being signed between the people of Worr Authorized Forest Community and the Masayaha Logging Company.*”<sup>18</sup> Magna, when given the opportunity to review an earlier draft of this brief, did not challenge any of the key allegations but stated:

**“Since the transfer, Magna has had no role with the management or operations of the forest. Masahaya dealt directly with the community and its leaders and with FDA without any involvement from Magna. In short, the transfer was legally done and Masahaya is responsible and accountable for its activities” – Magna, 4 November 2024<sup>19</sup>**

In line with Magna’s position, and as Masayaha has a presence on the ground and Magna does not, the local community regard Masayaha as responsible for the honouring the TPA. The Community Rights Law with respect to Forest Lands (CRL) also requires that “*Any decision, agreement or activity affecting the status or use of community forest resources shall not proceed without the prior, free and informed consent of the said community.*”<sup>20</sup>

According to responses from members of the CFMB, EC, and the Community Assembly as well as representatives of the FDA, local leaders, and ordinary company workers, neither company has ever been in full compliance with the TPA. There was no clear information for example on the scholarship fund, infrastructure, or other social benefits.

### **Community voices concerns**

Some ordinary community members, CFMB and EC representatives reported that engagements with Masayaha to make full payment of the community benefits have failed. Consequently, following five

months’ absence of Masayaha from the community forest, the community has resisted the company’s efforts to take their heavy-duty machinery away.<sup>21</sup> According to the community forest leadership, Masayaha has relocated its operations to a community forest in Grand Gedeh and was moving its materials and equipment to the new area.<sup>22</sup>

The DayLight quoted CFMB Chief Officer Alvin Fiske saying in October 2022, “*They built... a school opposite their office, which is not completed. They built one handpump in Saul town and one in Bettoe Town and that is about all.*”<sup>23</sup> The news outlet later said, “*The company has now paved a new road and repaired a clinic building in the community in response to the villagers’ demands,*”<sup>24</sup> but this does not meet all the obligations itemised in the TPA.

In interviews, some of Masayaha staff recruited from the community reported that the company has not paid some staff for almost a year. Staff have been requesting the community forest leadership (EC and CFMB) to intervene on their behalf to ensure the company pays them. However, the intervention of the community had not, at that time of the CS-IFM visit, yielded any positive results.

EC members reported that, for as long as whilst there are payment arrears, the Worr community was refusing all attempts by Masayaha to renegotiate and sign another five-year agreement.<sup>25</sup> The EC members insisted that the community could only enter into another agreement if the company paid all of the arrears it owed the community and paid overdue wages to the staff. Despite this, some months after the CS-IFM investigative team visited the community, the FDA still reported “*we are not aware of any conflict between the people of Worr Authorized Forest Community and the Logging Company.*”<sup>26</sup>

### **Part of a pattern**

These findings are consistent with the Sofreco (2020) and Forest Trends (2024) forest concession reports into other logging permits that established none of the logging companies they looked at are in full compliance with the forestry laws and regulations.<sup>27</sup> Logging companies have sought to enter into agreements with communities owning community forests because these have the weaker controls compared to the bigger concessions and their Forest Management Contracts (FMCs).

### **Conclusion**

Illegal logging in Liberia's community forests is a major problem that requires a multi-pronged approach to

solve. Strong governance and community empowerment combined with economic development are needed to curb this destructive practice. The practice is destructive and it threatens community forests in Liberia. Though difficult to detect and prosecute, it slowly chips away resources that belong to us all. However, there is hope. By raising awareness of this issue, supporting organizations fighting illegal logging, strengthening the capacity of community forest leadership, and ensuring sustainable practices are employed.

Together, our collective actions put a spotlight on these shadowy practices and help preserve our shared natural heritage for generations to come. Though the challenges are many, the rewards of a greener future are worth the effort. By acting today, you can be part of the solution to save the forests for tomorrow.

## Recommendations

1. The FDA should make available any investigation into illegal logging associated with Worr community forest. It should do this routinely to demonstrate due process, to show the culprits have been treated in line with the law, to inform the community of any losses it may have incurred and to act as a deterrent.
2. The FDA should clarify which logging company is responsible for meeting the contractual obligations to

## References

- <sup>1</sup> Worr CFMA, 2019; <https://loggingoff.info/library/worr-cfma/>.
- <sup>2</sup> FDA, 2017, Community Rights Law Regulations Appendix; <https://www.fao.org/faolex/results/details/en/c/LEX-FAOC180010/>.
- <sup>3</sup> Worr Third Party Forest Management Agreement with Magna Logging Corporation, 2019; <https://loggingoff.info/library/worr-tpa-magna/>.
- <sup>4</sup> Letter from Magna to CS-IFM, 4 November 2024.
- <sup>5</sup> Email from FDA Technical manager to CS-IFM, 16 July 2024.
- <sup>6</sup> Worr TPA, op. cit. ClientEarth, HPA and NUCFMB, 2022, CUC Legal Guide; <https://loggingoff.info/wp-content/uploads/2018/08/ClientEarth2022-CommercialUseContractsLegalGuide.pdf>.
- <sup>7</sup> Report of the Independent Panel's Forensic Investigation into Irregularities in Operations of Timber Sales Contract A2, Grand Bassa County, 2020; <http://flegtvpafacility.org/wp-content/uploads/2024/07/2024-June-Liberia-11-JIC-Aide-Memoire-18-Annexes.pdf> (Annex 10).
- <sup>8</sup> The CS-IFM team acknowledge there has been a change of leadership in the FD between the time this investigation took place and the time this brief was published.
- <sup>9</sup> The DayLight, 20 September 2022, FDA fails to punish company for chain of illegal logging; <https://thedaylight.org/2022/09/20/fda-fails-to-punish-firm-for-chain-of-illegal-logging/>.
- <sup>10</sup> The DayLight, 27 September 2022, Company abandons nearly 600 logs amid illegal logging spree; <https://thedaylight.org/2022/09/27/company-abandons-nearly-600-logs-amid-illegal-logging-sprees/>.
- <sup>11</sup> GoL, 2006, National Forest Reform Law, Sections 6.2(a), 11.5 and 20.7; <https://faolex.fao.org/docs/pdf/lbr67626.pdf>.
- <sup>12</sup> EU and GoL, 2012, Voluntary Partnership Agreement Annex IX; [http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:22012A0719\(01\)&qid=1469775707338&from=EN](http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:22012A0719(01)&qid=1469775707338&from=EN)
- <sup>13</sup> Worr TPA, op. cit.
- <sup>14</sup> According to the TPA Magna should pay the FDA US\$ 1.25 /ha /yr in land rental, and FDA should then pay 55% of this to the community. According to the CRL Regulations, 2017, Chapter 11, payment should be made directly to the community; [www.fao.org/faolex/results/details/en/c/LEX-FAOC180010/](http://www.fao.org/faolex/results/details/en/c/LEX-FAOC180010/).

the community in situations where the contract-holder has subcontracted to another logging company.

- <sup>3</sup> The FDA should reiterate that there is no permit regime in Liberia for 'roadside logging' and that any such operations outside a permit area are illegal.
- <sup>4</sup> The FDA and the NUCFMB should, independently, ascertain from the Worr CFMB details of all payments and other support received from either logging company, and all expenditures.
- <sup>5</sup> Liberian Civil Society Organisations (CSOs), including the NUCFMB, should respond to any indications of non-transparency, evading accountability, or disagreements within or between the CFMB and EC with facilitation, training and similar support.
- <sup>6</sup> CSOs and the NUCFMB should support Worr community to vote in a free and informed way when the time comes to appoint a new EC and CFMB.
- <sup>7</sup> Worr community should avoid renewing by default the TPA with Magna or Masayaha. If the Community Assembly and new leadership (EC and CFMB) decide to enter into another logging contract they should seek competitive offers from three logging companies and make use of support from CSOs and legal advisors when subsequently negotiating a Commercial Use Contract.

- <sup>15</sup> In contrast, the 2022 CUC Legal Guide (op. cit.) suggests the Tree Data Form (not the log data) should be used to calculate cubic meter fee.
- <sup>16</sup> FDA, CRL Regulations, Section 9.7, op. cit.
- <sup>17</sup> NUCFMB, 2023, Quarterly monitoring tool for implementation of forest governance agreements and plans, Annex 4 to EU-GoL JIC, 2023; <https://flegtvpafacility.org/wp-content/uploads/2024/02/Signed-10th-JIC-Aide-Memoire-With-Annexes-Liberia-EU.pdf>.
- <sup>18</sup> Email from FDA Technical manager to CS-IFM, 16 July 2024.
- <sup>19</sup> Letter from Magna to CS-IFM, 4 November 2024.
- <sup>20</sup> GoL, 2009, Community Rights Law with respect to Forest Lands, Section 2.2(b); <https://faolex.fao.org/docs/pdf/lbr143892.pdf>.
- <sup>21</sup> On 4 October 2024 The DayLight also reported that community members had stopped log trucks leaving the area. See Masayaha: villagers protest against firm for forest benefits; <https://thedaylight.org/2022/10/04/masayaha-villagers-protest-against-firm-for-forest-benefits/>.
- <sup>22</sup> Official reports indicate Masayaha has operated Bloquiah CFMA in Grand Gedeh since 2021.
- <sup>23</sup> The DayLight, 4 October 2022, Masayaha: villagers protest against firm for forest benefits; <https://thedaylight.org/2022/10/04/masayaha-villagers-protest-against-firm-for-forest-benefits/>.
- <sup>24</sup> The DayLight, 20 January 2023, CEO emails FDA lawyer boasting of impunity over illegal logging; <https://thedaylight.org/2023/01/20/ceo-emails-fda-lawyer-boasting-of-impunity-over-illegal-logging/>.
- <sup>25</sup> Since 2022 a new CUC Legal Guide (op. cit.) has been in use, replacing the TPA formats. The CUC provides much greater legal clarity on the obligations of each party and the resolution pathways if there are disputes.
- <sup>26</sup> Email from FDA Technical manager to CS-IFM, 16 July 2024.
- <sup>27</sup> Sofreco, 2022, Legality review of forest concessions in Liberia; <https://www.forest-trends.org/wp-content/uploads/2023/09/Final-SOFRECO-review.pdf>. Forest Trends, 2023, Liberia forest concession review phase II; [www.forest-trends.org/wp-content/uploads/2024/02/Forest-Trends-Liberia-Forest-Concession-Review-II-2024.pdf](http://www.forest-trends.org/wp-content/uploads/2024/02/Forest-Trends-Liberia-Forest-Concession-Review-II-2024.pdf).