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MOEKETSI Majoro.

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Pascalinah Kabi

# Majoro begs SA Court, throws Tšolo under the bus

**P**RIME Minister Moeketsi Majoro has thrown former Minister Temeki Tšolo under the bus, accusing him of illegally signing the botched 2018 M1, 7 billion solar power deal with German company, Frazer Solar.

Dr Majoro said Mr Tšolo, who was Minister in the Prime Minister's Office in the previous Thomas Thabane administration, had no right to negotiate and sign such an agreement. He said the deal should have been negotiated with the relevant Energy and Meteorology ministry and the agreement ought to have been signed by himself as he was the finance minister at the time.

He further accuses Mr Tšolo of concealing the fact that Frazer Solar had commenced arbitration proceedings in South Africa against the government of Lesotho. Due to this concealment by Mr Tšolo, the German company was awarded a massive £50 million (M856 million) in damages for allegedly breaching a 2018 contract the company claims to have entered into with the Thabane-led government for the supply of solar water heating systems, solar generated electricity, LED lights and solar lanterns over four years.

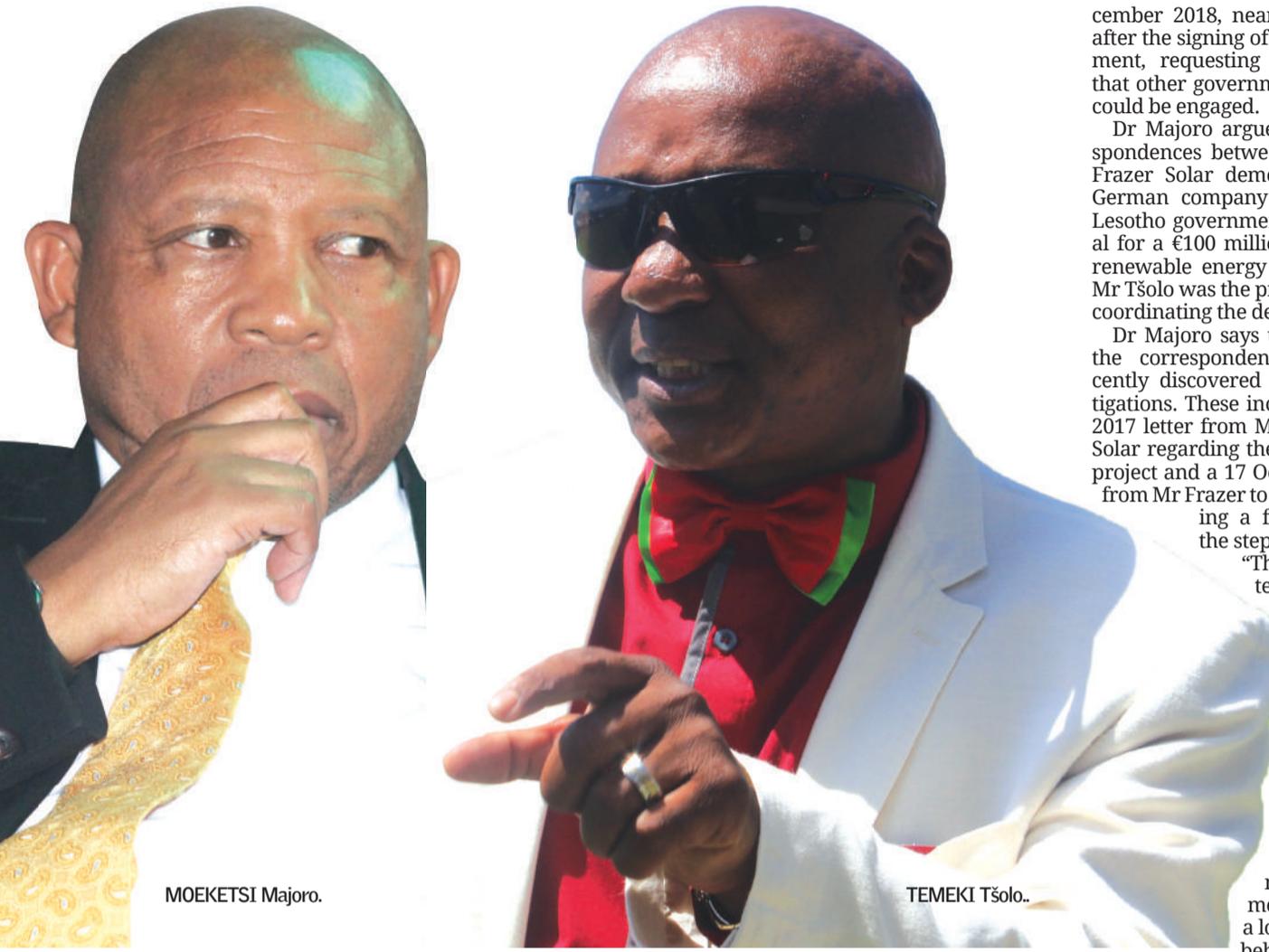
Dr Majoro makes the allegations in his court papers filed in the Gauteng High Court for the stay of execution of the same court's April 2021 order endorsing the damages award to Frazer Solar by a South African arbitrator in January 2020. The arbitrator, South African lawyer Vincent Maleka, was appointed by the Johannesburg Bar Council at the request of Frazer Solar who argued that the terms of its agreement with the Lesotho government provided for the appointment of an arbitrator in the event of either party breaching the contract.

Dr Majoro was finance minister at the time of the deal. He had refused to sign the financing agreement for the project aimed at providing Lesotho with 40 000 solar water heating systems, 20 megawatts of solar power capacity, 1 million LED lights and 350 000 solar lanterns over four years. Mr Tšolo had already signed the main supply agreement before Dr Majoro's refusal, the company claimed.

Mr Tšolo has vehemently denied signing the controversial deal. Late last month, he told the parliamentary Public Accounts Committee (PAC) that his signature had been forged.

Despite his denials, Mr Tšolo was named by Energy and Meteorology Principal Secretary, Themba Sopeng, as the man who approved the deal.

Mr Sopeng told the PAC that Mr Tšolo had made it clear that the deal had the blessings of the then Prime



MOEKETSI Majoro.

TEMEKI Tšolo.

Minister Thabane.

The PAC launched its own investigations to establish who actually signed the deal on behalf of the state, especially as Mr Tšolo hotly denies appending his signature.

The PAC probe has since been put on hold to allow the government to pursue its case in the Gauteng High Court for the stay of the order endorsing the arbitral award to Frazer Solar. The order also empowered the German Company to garnish

Lesotho's water royalties and other assets in South Africa to pay off part of the £50 million damages it allegedly owes Frazer Solar for breaching the 2018 contract.

The Kingdom of Lesotho is the applicant.

Frazer Solar, South Africa's Trans-Caledon Tunnel Authority, the

Lesotho Highlands Development Authority (LHDA), the Standard Bank of South Africa, the Sherriff of Court-Johannesburg Central and the Sherriff of Court-Centurion East are the first to sixth respondents respectively.

In his court papers, Dr Majoro alleges that Mr Tšolo signed the supply agreement on 24 September 2018 without cabinet approval and despite that he had no authority to sign as he was not the finance minister.

"The supply agreement appears to have been signed by former Minister Tšolo on behalf of the Kingdom of Lesotho, Dr Majoro states.

"Notwithstanding the fact that there was no cabinet approval for the project, Minister Tšolo, of his own accord and without any authority, signed the supply agreement on 24 September 2018. Minister Tšolo's

signature was witnessed by his secretary, (Masentle) Ms Ntobaki and Mr (Hlophe) Matla, the personal aid to the then-Prime Minister (Thabane).

"To the best of my knowledge, at the time the supply agreement was signed, no official in Lesotho government except for Minister Tšolo and his secretary had any knowledge of the Supply Agreement or that it had been signed. It is also not clear to me how Mr Frazer himself could believe that signing this agreement on 24 September 2018 would be lawful. His interactions with me, as Minister of Finance, up until April 2018, had not led to anything final on the financing side of the deal," Dr Majoro states.

The premier says Mr Tšolo subsequently wrote to Mr Frazer on 10 De-

cember 2018, nearly three months after the signing of the supply agreement, requesting further time so that other government stakeholders could be engaged.

Dr Majoro argues that the correspondences between Mr Tšolo and Frazer Solar demonstrate that the German company approached the Lesotho government with a proposal for a €100 million (M1, 7 billion) renewable energy project and that Mr Tšolo was the primary individual coordinating the deal.

Dr Majoro says this is clear from the correspondences Lesotho recently discovered during its investigations. These include a 5 October 2017 letter from Mr Tšolo to Frazer Solar regarding the financing of the project and a 17 October 2017 letter from Mr Frazer to Mr Tšolo requesting a formal advice on the steps to follow.

"The extent of Minister Tšolo's involvement, even at this early stage, is irregular.

It could never be appropriate for the Minister in the Prime Minister to attempt to coordinate a renewable energy project of this nature. The agreement is in substance a loan agreement on behalf of the government, which would ultimately require payment from the consolidated fund. In terms of section 28 (2) of the Public Financial Management and Accountability Act, 2011, only the Minister of Finance can sign such an agreement and the Ministry of Finance should have been central to its negotiation and conclusion.

"The Minister of Energy and Meteorology is the appropriate contact person for energy proposals. There was no lawful basis for Minister Tšolo's involvement as the lead negotiator for the project. As the Minister of Finance (from June 2017 to May 2020), I engaged with Mr Frazer on a number of occasions regarding the financing of the project over the period between October 2017 and November 2018. We exchanged various emails and we also met in person.

Continues on page 9 . . .

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# Frazer Solar deal was corruptly and fraudulently signed: DCEO

Pascalinah Kabi

**T**HE Directorate on Corruption and Economic Offences (DCEO)'s preliminary investigations into the abortive 2018 M1, 7 billion solar energy deal between Frazer Solar and the Lesotho government have shown that the deal was marred by corruption right from the beginning.

DCEO acting Director General, Sefako Seema, makes the claim in a confidential 9 June 2021 letter to then acting Attorney General, Ntebaleng Morojele, who has since been replaced by Advocate Rapelang Motsieloa.

Adv Seema's letter has been attached to the Lesotho government's Gauteng High Court application for a stay in the execution of the same court's order endorsing a South African arbitration award for £50 million (M856 million) damages to Frazer Solar. The damages are for the government's alleged breach of a 2018 contract the German company claims to have entered into with the previous Thomas Thabane-led government for the supply of solar water heating systems, solar generated electricity, LED lights and solar lanterns over four years. (see story on page 2).

Prime Minister Moeketsi Majoro was finance minister at the time of the deal. He had refused to sign the financing agreement for the implementation of the project.

However, Frazer Solar insists it had a valid agreement that was signed on behalf of the Lesotho government by then Minister in the Prime Minister's Office, Temeki Tšolo.

The DCEO began probing the botched deal in the aftermath of the Gauteng High Court's April 2021 judgement in favour of Frazer Solar.

In his June 2021 letter to Adv Morojele, the acting DCEO boss Seema says the supply agreement was signed by people who did not have the authority to sign the contract.

"This matter was reported by yourself (Morojele) alleging inter alia that the supply agreement was done corruptly and in contravention of the laws of the Kingdom," Adv Seema states.

"Furthermore, the arbitration documents issued against the government of Lesotho were deliberately withheld from the Prime Minister (Majoro) and or the office of the Attorney General.

"The intention, allegedly by some public servants acting in concert with Mr (Robert) Frazer, was to deny the Attorney General information regarding that corrupt agreement and secondly so that default judgement may be entered against government thereby causing government financial loss.

"Our investigations have thus far revealed a series of frauds in the whole process of signing the contract as it is allegedly signed by people with no authority to sign and witness the contract. On the alleged concealment of the arbitration papers, both the Attorney General (Morojele) and the Right Honourable the Prime Minister (Majoro) claim they were neither served nor informed of the papers despite being the only authorities empowered to deal with such. Our investigations further reveal that all these were done deliberately, further investigations are ongoing. (sic)."

Although he does not mention any names, Adv Seema says they have identified the individuals behind the "corrupt and fraudulent" deal.

"Our preliminary information has led us to identifiable individuals whom I need not disclose to preserve and avoid compromise to our continuing investigations. (sic). But what is evident is that the whole enterprise was fraudulent and aimed at prejudicing the government financially, with the individuals standing to benefit from these corrupt activities.

"We have not yet made any arrests or put anyone before the magistrates' court. What I

can confirm to you is that there is a clear case of corruption and fraud perpetrated against the government by some government officials working in collaboration with other individuals from abroad. We are at your disposal for any further clarification as you may require," Adv Seema states.

This has been seized upon by Dr Majoro who submitted an affidavit to the Gauteng High Court, saying the DCEO's preliminary findings had shown that there was indeed a clear case of corruption and fraud against the government by some officials working in collaboration with "individuals from abroad".

"The DCEO has confirmed that its preliminary view, following its investigations thus far, is that this is a clear case for corruption and fraud perpetrated against the Kingdom by some officials working in collaboration with individuals from abroad.

"...it must be emphasised that up until May 2021, when the investigation was conducted, I and the Lesotho government were not aware of the critical information underlying this matter. It appears that information may have been deliberately concealed in pursuit of a corrupt purpose," Dr Majoro says.

Although Dr Majoro does not name the government officials, he does however, accuse Mr Tšolo of signing the supply agreement with Frazer Solar in 2018.

He further accuses Mr Tšolo of signing a memorandum of understanding (MOU) with



SEFAKO Seema.

Frazer Solar four days after he had advised that the MOU could not be signed before government officials "make sense out of this". (see story on page 2).

## Kamoli fears death sentence in Mahao murder case

Mohalenyane Phakela

**F**ORMER army commander, Tlali Kamoli, and nine others' trial for the June 2015 murder of army commander, Maaparankoe Mahao, has been postponed for the umpteenth time.

This time the postponement is to enable the presiding Judge Charles Hungwe to hear Lieutenant General (Lt-Gen) Kamoli and others' application for the recusal of the prosecutors, Advocates Shaun Abrahams and Naki Nku.

They accuse the duo of fabricating evidence to ensure that they are convicted and sentenced to death.

Lt-Gen Kamoli filed the application along with eight of his co-accused. These are Captain Litekanyo Nyakane, Capt Haleo Makara, Sergeant Lekhooa Moepi, Sergeant Motsamai Fako, Corporal Marasi Moleli, Corporal Motšoane Machai, Corporal Mohlalefi Seitlheko and Corporal Tšitso Ramoholi.

Former Director of Military Intelligence, Lieutenant Colonel Tumo Lekhooa, is also accused but he did not file an application nor is he in court with others. He is being tried in *absentia* as he fled the country in 2017.

The Director of Public Prosecutions Adv Hlalefang Motinyane, Adv Abrahams and Adv Nku are the first to third respondents respectively in the application that will be heard tomorrow by Justice Hungwe.

The trial was halted on 8 July 2021 after the accused's lawyers indicated that they intended to file the recusal application.

This after a state witness, Retired Colonel Thato Phaila, accused Advocates Abrahams and Nku of twisting

his evidence to suit their own interests.

Lt-Gen Kamoli is represented by Adv Letuka Molati; Adv Silas Ratau represents Capt Nyakane and Capt Haleo Makara; Attorney Qhalehang Letsika represents Sgt Moepi; Adv Napo Mafaesa represents Sgt Motsamai Fako, Corporal Moleli, Corporal Machai and Corporal Seitlheko while Adv Kabelo Letuka represents Corporal Ramoholi.

In his founding affidavit, Sgt Moepi accuses Adv Abrahams and Nku of twisting or fabricating evidence to ensure their conviction.

"The second respondent (Abrahams) led the second witness, prosecution witness (PW2 Rtd Col Phaila) in respect of a document, which turned out to be forged document on the evidence of PW2," Sgt Moepi states in his affidavit.

"Despite the objection of my legal representative (Letsika) and the protestation of the witness that the document was not an authentic operational army order but looked like a funeral programme, the second respondent (Abrahams) persisted in leading the witness (Phaila) on it.

"It became apparent to the applicants that the second respondent concealed some information to them such as a proper army operational order because there can never be any doubt that PW2 (Phaila) made reference to it during pre-trial consultations. It is not clear what purpose the document that has already been placed before court which PW2 disavowed, served to achieve.

"In the premises, I have been advised that the second and third respondents (Abrahams and Nku) should have voluntarily withdrawn

from this matter once PW2 made the allegations that appear on record. They should have done this so that justice is seen to be done in this matter. I aver that every moment that passes with the second and third respondents (Abrahams and Nku) proceeding with the prosecution of this case is likely to bring the administration of justice into disrepute.

"The applicants hold a strong view and perception that with every moment that passes by and the second and third respondents are prosecutors; they will continue to fabricate evidence to achieve their desired goal that we should be sentenced to death.

"They will hide evidence favourable to us. They will peddle evidence in the manner they did with the statement of PW2 (Phaila) to say things PW2 never said to them. The impression we have is that the evidence of the first witness (Lance Corporal Mokete Halahala) has been fabricated as well. It is just that he was not brave enough in the same way that PW2 became."

Sgt Moepi further claims that Adv Abrahams' opening statement was also fabricated in that it says Lt-Gen Kamoli ordered the arrest of Lt-Gen Mahao on 25 June 2015 — the day he was killed. Sgt Moepi says this contradicts the evidence of Rtd Col Phaila.

"PW2 (Phaila) further did not at any time suggest that he reported to accused 9 (Lt-Gen Kamoli). On the contrary, he made it clear that all the unit commanders including himself reported and gave briefings to (then) Major General Khoantle Motšomotšo and (retired) Major Gen Lineo Poopa. He never suggested

that they reported to accused 9. PW2 made it clear that the operation (to arrest "mutiny" suspects including Lt-Gen Mahao) started when accused 9 was still on leave of absence in South Africa.

"The second respondent (Abrahams) further suggested that on 25 June 2015 accused 9 (Kamoli) authorised an operation to arrest the deceased (Lt-Gen Mahao). He further suggested that instead of arresting the deceased, the applicants ambushed the vehicle driven by the deceased and shot the deceased with an automatic rifle. The first and second witnesses' (Lance Corporal Halahala and Rtd Col Phaila) evidence contradicts these assumptions and comments. On the contrary PW2 (Phaila) made it clear that the operation to arrest the deceased and other suspects of mutiny was authorised by the then Acting Commander Major Gen Motšomotšo and Major Gen Poopa.

"Throughout his opening address, the second respondent (Abrahams) appeared to be stating facts instead of indicating what evidence he intended to call to show those alleged facts. He went ahead in concluding that should the court return a verdict of guilty on the charge of murder and the prosecution will seek the imposition of the death penalty. I have been advised that the timing of this statement was not only reckless, irresponsible and outright irregular by the second respondent, it clearly showed that he was prepared to influence the court and would do anything to secure our conviction.

"This approach leaves us with not doubt that the second and third respondents are conducting this trial

with a view of ensuring that we are convicted at all costs. They are not conducting the trial dispassionately and impartially, but are clearly partisan and desirous that the applicants be convicted notwithstanding lack of evidence suggesting commission of a criminal offence," Sgt Moepi argues.

Lt-Gen Kamoli and the other seven co-accused soldiers also deposed similar affidavits in support of Sgt Moepi's claims.

They therefore want the court to order; "that the second and third respondents (Abrahams and Nku) be removed as prosecutors in this matter.

"...it be declared that the first respondent (Motinyane) is not disqualified to appoint a prosecutor to continue with the trial in this matter. The attorney general be ordered and directed to appoint a prosecutor to continue with the prosecution of the applicants herein".

Rtd Col Phaila began testifying last Monday. Despite being roped in by the state as a witness, he has attempted to exonerate Lieutenant General (Lt-Gen) Kamoli and his co-accused.

In his quest to exonerate Lieutenant General Kamoli and his co-accused, Rtd Col Phaila, went as far as claiming that the current Lesotho Defence Force (LDF) command is composed of people who mutinied against Lt-Gen Kamoli's command.

This despite that a 2016 SADC Commission of Inquiry established that there was no such mutiny and instead recommended the prosecution of all those suspected of murdering Lt-Gen Mahao in Mokema, Maseru on 25 June 2015.

Limpho Sello

# Tšepong downsizes services and begins QMMH handover process

**T**HE Tšepong Consortium has started scaling down operations at Queen 'Mamohato Memorial Hospital (QMMH) and begun processes to hand over the hospital to the government. In a statement yesterday, Netcare, the biggest company in the Consortium, said it had started the process of handing over QMMH and its four primary care clinics in Maseru to the Lesotho government.

"This is as a result of the public private partnership (PPP) agreement being prematurely terminated with effect from 31 August 2021," Netcare said.

"The handover has been brought forward, however, following the ongoing non-payment of fees due to Tšepong by the Government of Lesotho (GoL).

"The decision to commence the handover of the facilities and operations follows the repeated failure by the GoL to settle the arrear payments for services rendered by Tšepong. The GoL has been persistent in demanding that Netcare, as the sub-contractor, continue to provide full services until 31 August 2021, notwithstanding that it is currently four months in arrears and is now into the fifth month of unpaid contractual monthly fees.

"In its capacity as a shareholder of Tšepong, and as the major provider of services to Tšepong, Netcare has continued to act in good faith and provided ample written notice to Tšepong and the GoL, as well as follow-up reminders that GoL is substantially in default of its payment obligations under the PPP agreement. The GoL has repeatedly reiterated that it has no intention of making these scheduled, contractual payments at this stage, and

will only consider making payment after the PPP termination date of 31 August 2021.

"In light of these circumstances, Netcare is no longer prepared to fund ongoing operations on behalf of the PPP. Netcare has provided financial support on numerous occasions over recent years to enable continued operations at the hospital and primary care clinics when the GoL failed to make timely payment for services. The refusal by the GoL to pay the outstanding fees clearly places an unreasonable expectation on suppliers to continue providing full services at a substantial level of commercial risk to their businesses," Netcare added.

It said it will downsize its operations and only attend to emergency cases and offer outpatient services to critically ill patients.

"The hospital will accept all urgent cases and emergencies, including obstetric emergencies, and outpatient services will remain available for any unstable patients. All other patients will be referred to government clinics and facilities," Netcare said.

Tšepong's General Manager, Zondi Mohapi, had in 12 July 2021 memorandum, indicated that the government owes Tšepong five months unitary fees from March to the present day.

"The government is currently in the four months of areas and already

in the fifth month of unpaid unitary monthly fees due to Tšepong. On 7 July 2021, government advised us once again that it will not make payments of these outstanding fees owed to Tšepong until after the termination date despite the fact that services have been rendered.

"The impact of non-payment of these unitary fees on Tšepong's ability to function is enormous. Hence Tšepong, through Netcare, advised government that it is no longer able to sustain the project because the contractual payments that are withheld by government are absolutely critical to maintain services and paying salaries," Ms Mohapi said.

Health Minister Semano Sekatle said they were prepared to take over the hospital once the Consortium packs its bags.

However, there are fears that the Consortium's premature and abrupt departure will plunge the hospital into uncertainty as there are concerns among the staff as to whether the government has the capacity to take over the running of the hospital.

It follows the government's March 2021 decision to cut ties with the Consortium which has run QMMH since it opened its doors in 2011.

Announcing the decision, Mr Sekatle said the government felt it could no longer continue its 18-year PPP

entered into 2008 with the Consortium for the construction, running and transfer of the hospital due to serious differences which had plagued the agreement from the very beginning.

South African healthcare group, Netcare, has a 40 percent stake in the Tšepong Consortium. Four other companies, namely, Afri'nnaai of South Africa; Excel Health, Women Investment and D10 Investments (all from Lesotho) hold the balance of the shares.

Mr Sekatle had said although the government and the consortium had differed over many issues, the final straw was the latter's March 2021 decision to fire 200 striking nurses and nursing assistants at the institution.

The nurses went on strike on 1 February 2021 to press the government and QMMH to award them salary increments to match their counterparts in other government and private institutions.

QMMH nurses said they had not been awarded any increments since 2012 when the government and the Christian Health Association of Lesotho (CHAL) increased the salaries of nurses at other institutions.

According to the Lesotho Nurses Association (LNA), nurses at QMMH earn about M9000 each per month. The figure is way less than the M13 000 earned by their colleagues in CHAL facilities and other government hos-

pitals.

After the firing of the nurses, Health ministry Principal Secretary (PS) Khothatso Tšooana had written to the Consortium informing it of the government's decision to terminate the contract.

In his 12 April 2021 reply to PS Tšooana, Tšepong general manager Zondi Mohapi indicated that the Consortium would not challenge the termination of its contract would demand the requisite compensation.

However, the Consortium vehemently denied any wrongdoing, including claims that it had fleeced the government and repeatedly failed to offer specialised care to patients over the years.

The Consortium agreed to vacate the hospital but said the government would have to compensate it for the premature termination of the 18-year PPP deal.

It said the government would have to fork out way more than just the M3 billion which Finance Minister Thabo Sophonea has said is the termination fee. The Consortium alleges the government owes other sums in unpaid fees hence the demand for much more than just the termination fee. However, it does not say how much the government should pay. It merely says the amount is disputed by the government.

## Majoro begs SA Court, throws Tšolo under the bus

... from page 2

"In my early engagements with Mr Frazer, I was particularly concerned with the pressure he was putting on the Lesotho government to sign a memorandum of understanding (MOU). Even though an MOU would not be a binding agreement, I made it clear that before the Lesotho government signs the MOU, the officials need to give the project full consideration. More specifically, in Mr Frazer's email, dated 12 November 2017, he once again pushed me to sign the MOU. I responded on 16 November as follows:

"Dear Robert, I advise differently. Before we move to MOUs, our officials need to make sense out of this. There are technical aspects that we do not have the time or the sense of detail needed.

"My major concern was always that the proposed solar project, estimated at €100 million, was not something that could be entered into without the relevant government departments and ministers being properly informed and without the requisite approvals," Dr Majoro states.

He said the proposed deal also required the full consideration of the Attorney General.

"My view was that it was clearly the type of agreement that would bind the Kingdom for many years to come and would have a substantial impact on the country's economy".

Dr Majoro further alleges that Mr Tšolo signed an MOU on behalf of the Lesotho government on 20 November 2017, even though he had specifically said the MOU should not be signed.

"Although the MOU is non-binding agreement, Minister Tšolo had no authority to sign it. Further, my email to Mr Frazer dated 16 November 2017 was clear that the Lesotho government should not sign the MOU without further information. For this reason, I did not sign the MOU. It is inconceivable that Mr Frazer and Minister Tšolo would sign an MOU within four days of my email clearly stating that this should not be done.

"This appears to be the start of a series of steps between Mr Frazer and Minister Tšolo to implement a project proposal that had not been properly approved by the Kingdom. The purpose of the MOU was to give effect to the parties' intention to proceed with the project subject to final approval by the government. Minister Tšolo should not have signed the MOU. Important information was still required and lawful procedures needed to be followed before the proposal could be accepted and approved by the Lesotho government," Dr Majoro states.

He further accuses Mr Tšolo of concealing the legal processes that subsequently unfolded in South Africa, leading to the awarding of the massive default arbitral damages award in favour of Frazer Solar in January 2020. He said the German company's letter of demands were only addressed to Mr Tšolo and Ms Ntobaki.

"On 30 July 2019, Frazer Solar instituted arbitration proceedings by way of a notice of arbitration. Once again, the notice of arbitration did not come to the attention of the relevant government officials but was directed to Minister Tšolo

and his secretary (Ntobaki). It appears that Minister Tšolo concealed the fact of the arbitration proceedings from the Government of Lesotho.

"As a result of Minister Tšolo's concealment of the legal process, the arbitration was conducted in the absence of the Kingdom and an award was made against it by default, in the amount of £50 million. In October 2020, Frazer Solar approached this court for leave to institute motion proceedings to make the arbitration award an order of court...

"Once again, despite Frazer Solar apparently complying with the requirements of the order, the process did not come to the attention of the relevant officials in the Kingdom. The (Lesotho government's) investigation has not been able to determine precisely how this occurred but the DCEO (Directorate on Corruption and Economic Offences) has informed me that it has prima facie evidence which points in the direction of this process having been deliberately kept from the relevant officials, for a corrupt purpose," Dr Majoro states.

The premier further alleges that he only learnt about the Gauteng High Court's judgement from the media on 18 May 2021.

He states that any seizure of Lesotho's assets to pay off the alleged debt to Frazer Solar "would be catastrophic for the finances of Lesotho".

He said upon learning of the default judgement in Frazer Solar's favour, he immediately ordered an investigation to get to the bottom of the matter. He said the preliminary results of that investigation had indicated a need for the

court application for a stay of the order pending subsequent challenges to the legality of the supply agreement, a review for the arbitration award and rescission of the court judgement.

"Due to the urgency with which this application has had to be brought, not all of the necessary investigations have been completed. However, I submit that the evidence set out below demonstrates that the Kingdom is entitled to a stay of the writ of execution pending applications to:

- Review the supply agreement, to be brought in the Lesotho High Court
- Review the arbitration award, due to inter alia the arbitrator's lack of jurisdiction, and
- Rescind the order of this court making the arbitrator's award an order of the court.

"The Kingdom seeks an order requiring it to institute these proceedings not later than 30 days from the date of the order of this court, failing which, the stay will lapse. This is clearly a case of the utmost urgency. If this court was to refuse the stay, it would result in real and substantial injustice to the Kingdom, its economy and all of its citizens.

"Without the stay of execution, Frazer Solar will extract €50 million worth of funds and assets from the Kingdom in circumstances where there was never any lawful contractual relationship between it and the Kingdom. Once the writs are executed, the Kingdom will not be able to recover the funds, as they will almost certainly be dissipated by FSG and placed beyond the Kingdom's reach," Dr Majoro states.

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