

# Is There a Final and Binding Agreement Without a Legal Financial Compensation?



*Special May 24, 2018 The 27<sup>th</sup> Eritrean Independence Day Edition*



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[May 31, 2018]

## 1. INTRODUCTION

This Article is a synopsis of the Boundary Peace Agreement between the Government of Eritrea and the Government of Ethiopia and it focuses on the following question: Is there a Final and Binding Agreement without a legal financial compensation? [The agreement established](#) two neutral commissions: the **Boundary Commission**, and the **Claims Commission**. They were seated in the Hague with the Permanent Court of Arbitration serving as registry and the UN Cartographic Section providing technical support.

In July 2000 following the ceasefire of the border war between “Ethiopia and Eritrea” the United Nations Mission in Ethiopia and Eritrea (UNMEE) was established by the U.N. Security Council.

The initial task of the UNMEE was: they invited the two governmental heads of states to Algiers for a second meeting [to sign the peace proposals](#) encapsulated with the OAU Framework Agreement, known as the “Algiers accords” set out the necessary legal procedure outlined to **delimit** and **demarcate** the border based on pertinent colonial treaties (1900, 1902 and 1908) and applicable international law."

Additionally, the Eritrean Government and Ethiopian Government (hereafter called parties) stipulated that “the delimitation and demarcation determinations of the Commission shall be **“final and binding”**”. It was spelled out in Article 4.15 of the Algiers Agreement in which both parties agreed that “each party shall respect the border so determined, as well as the territorial integrity and sovereignty of the other party”.

In retrospect, the agreement between the two parties was fully accepted in its entirety of the agreement (Framework Agreement of the Modalities) for its implementation and without any clouded freedom of conscience and constitutional privacy, both parties signed by the two governmental heads of states. It was held in Algiers with the total understanding of both parties in conformance to the Organization of African Unity (OAU) on 12 to 14 July 1999.

The agreement was witnessed by the Algerian President, the UN Secretary-General and representatives of the OAU, the European Union (EU) and the U.S.

The Eritrea-Ethiopia Boundary Commission delivered its decision on **delimitation** of the border between Eritrea and Ethiopia on Saturday, April 13, 2002. That decision was delivered at a session attended by all of the members of the Boundary Commission at the premises of the Permanent Court of Arbitration in the Peace Palace in The Hague.

The task of delimitation by the Boundary Commission was accepted by both governments as agreed per Article 4 of the Algiers Agreement. When the **delimitation decision** was rendered, both Parties promptly announced their acceptance. Shortly after that, the Commission undertook the steps necessary to initiate the process of demarcation.

Having completed the delimitation, the Commission moved on to effecting the actual demarcation of that boundary located on the ground. Then in **September 2003** the Commission encountered [obstacles from the Ethiopian side](#) prohibiting the field work within the territory which is now occupied the (Western and Eastern Sectors of Eritrea) to the pillar emplacement. Ethiopia is now under its legal obligation not be able to suspend or terminate the agreement, because it was agreed and signed as a final and binding contract. In addition Ethiopia is in bridge of the Commission’s findings, that it must have been

accomplished the withdrawal of its troops and other related equipment in a matter of 24 hours before the end of September 2003.

## **2. What makes the Algiers Agreement a genuine Agreement?**

The agreement between the Government of Eritrea and the Government of Ethiopia has been accepted with its full content within the Framework Agreement and the Modalities for its implementation by the governmental heads of states, held in Algiers in conformance to the Organization of African Unity (OAU) on 12 to 14 July 1999

This binding agreement was carried out with the mutual Consent and Assent of the two parties. The consent of both parties to the agreement happened after both parties expressed their approval that there was no unclear words or sentences clouded by misrepresentation, duress, or any fraud. Therefore, this agreement is Genuine Assent and cannot be canceled, modified or disaffirm which makes it a valid **Contract** between the Government of Ethiopia and the Government of Eritrea.

## **3. This contract relating to Ethiopian and Eritrean Governments**

A contract is an agreement between the two governments with written statements that are legally enforceable and, therefore, the contract between the two parties is a legally binding agreement reached between the two parties. The courts of the Arbitration have the authority and obligation to enforce it. The situation we are in now is the contract was violated by Ethiopia.

Ethiopia is under legal contract term to leave Eritrean sovereign boundary immediately, as well as to return everything back to pre-war conditions and standards. For example the restoration of the water infrastructure, repair all damaged buildings and roads, restoration of Electric infrastructure and so on...,these are all immediately required and it is enforceable. Now the dispute had reached an **impasse**, that is why it is required Eritrea to keep a running total on a daily cost base.

## **4. What Is An Agreement Legally Binding Means?**

The definition of a contract which is a legally binding, and enforceable by law is an agreement made between two or more parties. The contract between Eritrea and Ethiopia is a legally binding, and

enforceable by law but has been breached by Ethiopia, which now makes Ethiopia liable as of September 2003.

In this legally breached contract Eritrea is now within its legal right to remedying the situation by collecting the \$540,000,000 USD is a financial compensation for all the damages incurred over the last 15 years. (Approx. estimated by the author, but subject to contrary by the Eritrean Government of a higher amount). Eritrea has been spending a large amount of money on a daily bases of approximately of \$100,000 USD per day, which amounts to \$3,000,000 USD per month and in total of minimum of \$36,000,000 per year times 15 years equals approximately to \$540,000,000 USD which already has accrued as of today. Eritrea must recoup this amount and must be paid immediately. The \$100,000 USD per day will continue until Ethiopia leaves Badme and the rest of Eritrea's territorial boundary. If Ethiopia leaves from Eritrea's territorial boundaries but does not immediately pays the \$540,000,000 USD, then Eritrea will impose additional daily charges of \$100,000 USD plus a 10% interest rate accruing added at a daily rate until it is paid in full. Since Ethiopia failed to leave from Eritrea's occupied land in the allotted time, Eritrea must also begin the billing process of cease from all of Eritrea's territorial property so that the daily accruing rate can stop which currently it is at approximately over \$500,000,000 USD.

The following two tables are sample of the partial lists of accounting classification how Eritrea will actually charges the Ethiopian Government. It shows partial list of items that Eritrea will use for billing process as presented below:

**Example 1: civilian compensation**

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|----------|---|
| Class I  | Victims immediate needs to purchase food, medical care, housing, and education at the cost of \$ xxxx/yr USD times 15 years times number of affected personnel = TTL. \$ USD                |
| Class II | individual includes lost educational opportunities, wages, and business profits and counting at the cost per year \$xxxx/yr USD. times 15 years times number of personnel affected =TTL.USD |

Class III Innocent Citizens also encompasses physical, psychological, and material damages, as well as medical and legal costs associated with the human rights violations, at the cost per years \$xxxx/yr times 15 years times number of total personnel = TTL.USD.

Class IV The pain and sufferings of innocent citizens who have lost everything including their sufferings such as: lootings by the horrific and undisciplined solders of (Tigray people) Ethiopia. To improve the quality of victims' lives and helps them to return to their land. The pain and suffering compensations estimated at a total is: \$ US xxxxx/yr USD times 15 years times the total population affected = TTL.USD.

For pain and sufferings an estimated compensations would be: \$ xxxxx/yr times 15 years times the total population affected =TTL.USD.

### **.Example 2: Eritrean Armed Forces Logistic of Supply Compensation**

Class I	Food Supply at the cost of. \$ xxxxx/yr USD. times 15 years times number of civilian personnel.	= TTL. USD
Class II	Individual equipment, tents, organizational tool sets and kits, hand tools housekeeping supplies and equipment. at the cost per year. \$xxxx/yr USD times 15 years times number of army personnel.	= TTL. USD
Class III	Petroleum, Oil and Lubricants (POL) (package and bulk): Petroleum, fuels lubricants, hydraulic and insulating oils, preservatives, liquids and gases, bulk chemical products, coolants, deicer and antifreeze compounds, components, and additives of petroleum and chemical products, and coal. At the cost per year. \$xxxx/yr USD times 15 years times number of army personnel.	= TTL. USD
Class IV	Construction materials and all fortification and barrier materials. For repair and replacement costs.	= TTL. USD
Class V	Ammunition of all types, bombs, explosives, mines, fuses, detonators, pyrotechnics, missiles, rockets, propellants, and associated items. Cost per year. \$ xxxx/yr USD times 15 years times number of army personnel	= TTL. USD

Class VI	Personal demand items (such as health and hygiene products, soaps and tooth paste snack food (roasted peas), beverages, cigarettes, batteries, and cameras—nonmilitary sales items). At the cost per year \$xxxx/yr USD times 15 years times number of army personnel.	= TTL. USD
Class VII	Major end items such as launchers, tanks, mobile and vehicles for repair and replacement costs.	= TTL. USD
Class VIII	Medical material (equipment and consumables) including repair parts peculiar to medical equipment for repair and replacement costs.	= TTL. USD
Class IX	Repairable Parts and components to include kits, assemblies, and sub assemblies (none-repairable) required for maintenance support of all equipment.	= TTL. USD
Class X	Material to support nonmilitary programs such as agriculture and economic development (not included in Classes I through IX).	= TTL. USD

## 5. Dialogue

Ethiopia has consistently argued that the implementation of the Boundary Commission’s decision should be done in a manner consistent with “the promotion of sustainable peace and brotherly ties between the two peoples”. In the Eritrean context, “promotion of sustainable peace and brotherly tie” or simply “normalization” can exist only when Ethiopia understands the process of discussion and communication: it must not be based on any contingency from the Eritrean Governmental side such as, the process of demarcation must be accomplished without any alterations or adjustments of the delimited boundary.

From here on only Ethiopia is “anti-normalization”. Ethiopia is following the old rhetoric of Meles’ policies promoted by the international progressive campaigning of Boycott, Divestment, and Sanctions (BDS) against Eritrea. We know that Ethiopia has engaged in multi faceted propaganda including spreading fake news **through Fake news media websites** Ethiopia must stop these hatred rhetoric that creates a hostile environment. The current Ethiopian leadership echo’s the following sentiment to the commission that: if we don’t make adjustments to the demarcation situation then some villages could be divided in to half as well as public roads. Ethiopia was denied by the commission that all their contentions

were inadmissible. While Eritrea, has insisted that the line of demarcation described by the Commission in the Delimitation Decision should be applied without any change.

The new Ethiopian Government leadership is also singing the same song. They are still following the old policies of Meles without bringing any new way of constructive peaceful financial settlement. The new leadership of Ethiopia's argument is still based on an old emotional legally uneducated implication. Ethiopia is completely legally liable and must now pay full financial compensation to the Nation of Eritrea for violating the final and binding contractual agreement in particular the following urgent aspects of the problem:

- (a) The complete removal all the Ethiopian troops from Eritrean land that should have been completed by September 2003 date.
- (b) The continuously denied access to the Commission for the pillar emplacement process.

In these cases, Eritrea will exercise its legal right for financial compensation by sending out invoices (billing) Ethiopia at a daily rate as mentioned above. But, Ethiopia's illegal action by remaining on Eritrean sovereign land, it confirms that Ethiopia is legally liable to be billed at that daily rate. Ethiopia and Eritrea are bound by the commission's findings that rendered Eritrea's property has been violated by Ethiopia.

Ethiopia is under a mandate of legal obligation to respect the Commissions' findings as a **“final and bindings.**

By the way, since when has the Ethiopian leadership respected human rights . Didn't the Ethiopians under the leadership of Woyane engaged in removing out 90,000 Eritreans and of Ethiopians of Eritrean origins who were living in Ethiopia. They removed them after looting their properties in all over Ethiopia, threatened their children and raped their women and finally removed out of the country without any legal “Do process” with no justifications or any financial compensation given to them. On several occasions, thousands of *Eritreans*, including children, old and sick people were taken by bus to the border and *forced* to walk back to Eritrea.

*“ This is one of the worst human right violation by the Ethiopian leadership in particular the Woyane that they have imposed on Eritreans and Ethiopians of Eritrean origin that caused to be engraved in the hearts of every true nationalistic Eritreans for posterity”.*

Despite Ethiopia’s recent attempts to call for peaceful dialogue then Ethiopia must fulfill all aspects of the contractual agreement with Eritrea. Once the \$540,000,000 USD is paid in full and Ethiopia has left Eritrea’s territorial property then at that moment Ethiopia finally has acted in good faith according to the Contractual Agreement. Then, Eritrea will see if all the contractual obligation have been fulfilled by the Government of Ethiopia. Eritrea will reserve the right to make sure that all of the facts of the agreement have been fulfilled to Eritrea’s satisfaction before any further peaceful resolution could begin.

*“Eritrea must make sure all conditions are satisfied first and including all damages have been paid in full upfront before Eritrea can consider a peaceful resolution to this specific legal contract”.*

## **6. Ethiopia is engaging in deceptive actions**

Recently, there is a newly released video called: Mo Ibrahim Foundation in conversation with the former Prime Minister of Ethiopia. Mo is a Sudanese-British billionaire businessman. He made his money through the mobile phone subscriptions in 14 African countries by owning a company called Celtel. He then sold his company for \$3.4 billion, then he set up the Mo Ibrahim Foundation to encourage better governance in Africa.

If you believe in the saying, "It takes money to make money", Mr. Ibrahim is a living legend. Philanthropist is the middle man who has money to give away in order to promote the progressive ideology for African Government leaders. Mo’s activity now is more as an **activist** than a **philanthropist** as he admitted himself [in his website](#), because of the position he is in it demands him to follow that ideology for Africa. In his situation he is a follower of the progressive ideology and as a follower he is told what to do. His judgment as he demonstrated in his own [video](#) was slanted toward the former Ethiopian Prime Minister ( PM) He is a Philanthropists he only gives away to governments that will adopt and implement the progressive ideology. He is also a middle man who accepts international donations earmarked for Africa progressive ideology advancement in which he is African representative for that part of world.

Mr. Ibrahim attempted to conduct a legal contractual agreement discussion in a very simple way by asking the general audience (who are not legally aware or minded) “why don’t the Eritreans want to sit down with Ethiopian leaders to talk”.

This is a specific legal contractual agreement that is meant to be discussed by legal representatives who understand and fully legally protect the public in their respected countries. Not to be held in this unprofessional setting with legally inexperienced and legally unaware personnel who would emotionally would agree with him because the audience were legally uneducated and he is exploiting and taking full advantage of their legal ignorance by bringing into daily conversation as he did on April 29, 2018 in the video titled: “Mo in conversation with Hailemariam Desalegn, former Prime Minister”. Mo the host of the show created a dialog by questioning the PM. of Ethiopia and the audience about the behavior of the Eritrean Government that: “why can’t the Eritreans sit down with Ethiopians and talk?

The host Mo asked: is there any Eritrean Government representatives here who can say a word about this issue? In other word the host said: why you Eritreans refuse to talk? At that point Andebrhan volunteered to talk and responded by saying that: “I don’t represent the government but I was deeply involved because I was a member of the boundary commission. I even wrote a book to this effect”. He said: “both governments Ethiopia and Eritrea have agreed for a final and binding decisions and both governments agreed to implement the agreement without any pre-conditions put on its implementations”. He said again: “the boundary issue is resolved but the boundary commission could not demarcate because of Ethiopia’s obstruction and put another conditionality”. After his answer something happened at 20:19 of the video time stamp that both the PM and the host could not let Andebrhan to finish his explanation. Infarct, the former PM again showed his discomfort about Andebrhan’s explanation and he attempted to quickly stay away from Andebrhan’s talk until 20:28 video time stamp. Then the big lie came when the former PM said that: “we Ethiopians accept the agreement unconditionally, to the boundary commission decision” then the host again proclaimed the situation and he said: “Ethiopia has accepted the agreement the boundary commission decision unconditionally to the boundary decision”. Then the host again said: “you guys in order to solve the problem you guys need to talk”. At that moment Andebrhan said: “the right approach for me of course I don’t make government decision”, that “Yes let us talk” at 22:43 video time stamp. It is exactly at that time that Andebrhan demonstrated

his legal ignorance by agreeing to a face to face discussion which would have violated the agreement for the Eritrean side. By agreeing to sit down and talk with the Ethiopians on this particular legal matter then Ethiopia would imply that they want a written acknowledgement that attempting to resolve under the guise of resolving the border dispute. But, in reality what legally would have happened was possibly would overturn the final and binding agreement. If we follow Andebrahan's advice "yes let us sit down and talk" first and foremost this a legal issue pertaining to a "legal contractual agreement" and without having full legal knowledge you will not be able to protect yourself and you will not know what legal damages that you are entitled for. If you follow the audience, the host Mo, advice you will not know that you were entitled to legal damages for financial compensations in the first place. Otherwise, if you fellow their advice you will remain legally ignorant and continuously be legally victimized.

Finally, the former Prime Minister of Ethiopia also said: "we have tried every possible channel to send our messages that we are looking to talk, but we have been received with deaf ears".

## **7. Conclusion**

- Ethiopia's actions toward Eritrea, the current Ethiopian Government leaders must take steps to remedy the legal situation that they have contractually signed for.
- Ethiopia must pay its financial obligation to Eritrea immediately so that Eritrea could consider normalizing the relationship between the two nations.
- Upon Eritrea receiving its full financial Compensation for the years of falsely occupying Eritrean land and all related damages to the Eritrean properties as well as lost yearly productivity specific occupied land by denying access to the displaced Eritreans from their fertile land and the complete withdrawal of Ethiopian troops from Eritrean land immediately, in order a Comprehensive normalization can take place faster.

*On the occasion of the 27<sup>th</sup> Eritrean Independence Day Words Of Wisdom*

**Wit and Words of Wisdom of Eritreans**

“Ketal Weday Lebam Yigberelay”

***“I only wish that the murderer of my son would be a conscious human being”.***

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Plato in 470 BC was credited as one of the founders of Western philosophy.

The words of Socrates, as quoted or portrayed in Plato's works, which are the most extensive source available for our present knowledge about his ideas.

***“I only wish that wisdom were the kind of thing that flowed ... from the vessel that was full to the one that was empty”.***

Happy Independence Day