

VERBATIM NOTES
OF
COMMISSION OF ENQUIRY INTO CIRCUMSTANCES
THAT LED TO THE COLLAPSE OF THE FINANCIAL INSTITUTIONS
IN THE 1990s

HELD AT
THE JAMAICA PEGASUS HOTEL
81 KNUTSFORD BOULEVARD, KINGSTON 5

ON
TUESDAY, APRIL 12, 2011

PRESENT WERE:

COMMISSIONERS

Mr. Charles Ross
Mr. Warrick Bogle

COUNSEL FOR THE COMMISSION

Hon. Justice Henderson Downer (Retired)

SECRETARY TO THE COMMISSION

Mr. Fernando DePeralto

ATTORNEY MARSHALING EVIDENCE FOR THE COMMISSION

Miss Judith Clarke- Attorney-at-Law

REPRESENTING JAMAICAN REDEVELOPMENT FOUNDATION

Mrs. Sandra Minott-Phillips - Attorney-at-Law
Mr. Gavin Goffe- Attorney-at-Law

GIVING EVIDENCE

Mr. Debtor 9

1 April 12, 2011

2 COMM. BOGLE: Morning ladies and gentlemen, this
3 enquiry is now in session. For the
4 benefit of the record might we have the
5 names of the attorneys.

6 MRS. PHILLIPS: Sandra Minott-Phillips accompanied by
7 Mr. Gavin Goffe, instructed by Myers
8 Fletcher and Gordon for Jamaican
9 Redevelopment Foundation Inc.

10 MS. CLARKE: My name is Judith Clarke appearing on
11 behalf of the Commission.

12 COMM. BOGLE: Thank you very much.

13 This morning we have a witness. I think

14 his name is Debtor 9.

15 Miss Clarke can you call your witness.

16 (Debtor 9 called and Sworn)

17 Q: Good morning, Debtor 9.

18 A: Good morning.

19 Q: I am going to ask you to speak into the
20 mike so that everybody can hear you.
21 Thank you. Can you for the purposes of
22 everybody present state your name,
23 address and occupation please.

24 MR. BAILEY: My name is Debtor 9. I live at

25

1 P.O., St. Catherine.

2 Q: And, Debtor 9, have you given a
3 written statement to inform your
4 appearance before the Commission this
5 morning?

6 A: Yes, I did.

7 Q: And just one question before you go to
8 your witness statement. The financial
9 institution which has, as it were,
10 brought you to this place this morning,
11 the relationship is between yourself and
12 National Commercial Bank?

13 A: Yes, it is.

14 Q: I am going to ask that the witness be
15 shown a copy of his statement.

16 (Document shown to witness)

17 That document is the statement which you
18 gave?

19 A: Yes, it is.

20 Q: Thank you Debtor 9. I am just going
21 to take you through it and ask you some
22 questions. You may, if you find that
23 you need to explain further or elaborate
24 on something, with the leave of the
25 Commissioners and the Chairman you may

1 proceed to do so.

2 A: Okay.

3 Q: Now you took out a loan from National
4 Commercial Bank in 1996.

5 A: Yes, I did.

6 Q: And this was at the Duke Street branch?

7 A: Yes.

8 And you say that at the time of securing
9 the loan the document which you signed
10 was a Bill of Sale?

11 A: Yes, it was.

12 Q: The loan amount that you took in 1996
13 was - the first loan amount, the initial
14 amount was \$ [REDACTED]?

15 A: \$ [REDACTED].

16 Q: Did you have occasion to borrow any
17 further sums from NCB after this
18 \$ [REDACTED]?

19 A: Yes, I borrowed \$ [REDACTED] to buy an
20 engine for a truck that I have and I
21 took that cash one time from them. When
22 I went abroad, bought the engine, when I
23 came back there was a problem at the
24 wharf, so that's why I had to borrow an
25 additional \$ [REDACTED] from them just to

1 clear it seeing I could go to my Credit
2 Union but it would have taken like two/
3 three weeks to get that money so I just
4 went to them, get that \$ [REDACTED], get the
5 stuff off the wharf and just collect the
6 Credit Union money to pay them back.

7 Q: That Bill of sale that you referred to,
8 as LBl, let's have a look at it.
9 LEI, Mr. Chairman, referred to at
10 paragraph two.
11 You say in your witness statement that
12 you didn't read it but signed it based
13 on an assertion from the Bank Manager
14 that this document would reflect the
15 terms that you had discussed with him
16 during your oral negotiations?

17 A: Yes.

18 Q: Do you see your signature on that
19 document?

20 A: Yes, my signature is on it.

21 Q: And your initial, your initial that
22 appears between pages one to ten of that
23 document?

24 A: Yes, it is my initial.

25 Q: I am sorry, I should say pages one to

1 nine of the document because in truth
2 and in fact the initial is, I am not
3 seeing the initial on pages ten to 11.
4 I should indicate at this point, in any
5 event, Mr. Commissioner, I don't know
6 that it will be a matter that is
7 material, but I am just saying this for
8 accuracy.

9 So this document, Debtor 9 1 dated 18th
June,

10 1996 is the document you signed when you
11 accessed the loan at NCB?

12 A: Yes, this Bill of Sale; this is the
13 document because I had to sign every
14 page on it.

15 Q: Debtor 9, to the best of your
16 knowledge and recollection this is the
17 only document you signed?

18 A: From what I can recall because that was
19 what they used as security for the loan
20 and at the time when we discussed the
21 loan I can't recall signing anything
22 else, I can't recall signing anything
23 else.

24 Q: In the later years when documents were
25 forthcoming relative to your loan, did

1 you ever have occasion to see any other
2 documents reflecting an agreement
3 between yourself and NCB for this loan
4 or any other loan?

5 A: No.

6 Q: I am going to ask you to read your
7 Witness Statement from paragraph 2 to
8 paragraph 5.

9 COMM. BOGLE: You have put Debtor 9 1?

10 MS. CLARKE: LB1, Mr. Chairman. I would ask that be
11 tendered and accepted as Debtor 9 1.

12 COMM. BOGLE: And that covers pages one through to...

13 MS. CLARKE: To 11, I believe. The document has 11
14 pages inclusive of pages 1-11.

15 COMM. BOGLE: LB1.

16 MS. CLARKE: Thank you very much, sir.

17 MR. GARCIA: Mr. Commissioner, apologies for my late
18 arrival, sir. Dave Garcia representing
19 Patrick Hylton.

20 MS. CLARKE: Okay, Debtor 9, is there something you
21 wish to say before you read paragraphs
22 two to six?

Yes. Looking at this document... Which document are you
referring to? The same LB1, Page 11. I did not - this

23 A:

24 Q:

25 A:

1 document is not known to me because I
2 think it is saying that some Justice of
3 Peace signed something in my presence
4 and there was no Justice of the Peace in
5 the Manager's office when I went there

6 to sign *this* Bill of Sale so I don't
7 know.

8 Q: Perhaps we should read at paragraph 3,
9 for the benefit of Debtor 9 and
10 Commissioner what paragraph 3 on page 11
11 says.

12 The name [REDACTED] set and
13 subscribed as the witness attesting the
14 due execution of the said indenture by
15 the said Debtor 9 is of my own
16 proper handwriting and I am the only
17 attesting witness to the due execution
18 of the said Indenture by the said
19 Debtor 9 and I reside at [REDACTED]
20 [REDACTED], Kingston in the Parish
21 of Saint Andrew in the Island of Jamaica
22 and I am a Bank Official.
23 Sworn to...before me this 15th day of
24 June 1996:

25 Justice of the Peace.

1 **For the Parish of St Andrew.**

2 Perhaps, Mr. Chairman, the Commissioners
3 would wish to explain to this witness
4 that it is in fact, [REDACTED]
5 signature, attestation that is being
6 authenticated by the Justice of the
7 Peace and not his own.

8 COMM. BOGLE: **I was present and did see the said**

9 **Debtor 9 whose name is**

10 **subscribed to the said Indenture sign,**
11 **seal and deliver the same.**

12 MS. CLARKE: That is what [REDACTED] is saying
13 and then her signature is witnessed;
14 that [REDACTED], not the JP, was
15 the witness who witnessed Debtor 9

signature.

17 COMM. BOGLE: I am about to ask Debtor 9, [REDACTED]
18 [REDACTED] is the person you dealt with at
19 the bank?

20 A: I cannot recall the name of the person.
21 One thing I can recall it is a Chinese
22 lady. I can't recall the name of the
23 loans person that dealt with me but she
24 was Chinese.

25 MS. CLARKE: Thank you very much, sir. Now, could you

1 Debtor 9, read from paragraphs two to
2 six of your Witness Statement.

3 A: In 1966 I took a loan of \$ [REDACTED] from
4 National Commercial Bank (NCB) Duke
5 Street branch. **At the** time of securing
6 the loan, I signed a document - it was a
7 Bill of sale - "Debtor 9 1". I did not
really
8 read it. **I** signed based on the manager's
9 assurance to me during the course our
10 discussion that the terms of our
11 discussion would be contained in the
12 documents.

13 Based on our discussions, the loan would
14 be approved for the purchase of an
15 engine for a 1989 Leyland truck. The
16 repayment plan was such that I would pay
17 sums on account of the interest charges
18 as I earned money from operating the
19 vehicle. At
20 the time I was a haulage contractor. I
21 cannot recall there being any
22 requirement that I pay a set monthly sum.
23 I cannot recall signing any document
24 to that affect.
25

The loan amount of \$ [REDACTED] was disbursed to me within a very short time

1 after I applied for it. Upon my request
2 it was converted to United States
3 dollars at the very same time. I
4 proceeded abroad to purchase the engine
5 In fact I bought an entire truck.
6 When I arrived in the island, I was
7 required to pay \$ [REDACTED] to clear it. I
8 applied to my credit union for a loan
9 for this purpose. However, this loan
10 would take a little more time to process
11 than the normal bank loan would. As I
12 was told that it would not be wise to
13 leave the cargo on the wharf for too
14 long as persons may steal it, I went
15 back to NCB and borrowed another \$ [REDACTED]
16 with the firm understanding that I would
17 repay that sum as soon as the loan from
18 the credit union came through.
19 As per the arrangement, when the loan
20 from the credit union came through, I
21 went straight to the bank (NCB) and paid
22 it.

23 Q: Thank you, Mr. Bailey. Could you explain
24 to us in relation to this \$ [REDACTED]
25 firstly, how soon after you got the

1 \$ [REDACTED] did you actually borrow this
2 additional \$ [REDACTED] from NCB?
3 A: I would say between two and three weeks
4 after, seeing that I went abroad and
5 spent a week to get the truck and then
6 the cargo take about ten days to reach
7 and about two, three days before you can
8 get the documents, it was when I get the
9 documents then I realize what I had in
10 hand was not enough to clear it that I
11 went and discussed it with the credit
12 union and realised the time frame, went
13 back to the bank and within a few days I
14 get the extra cash from the bank seeing
15 that the security was very adequate for
16 what I had taken.
17 Q: The extra \$ [REDACTED]?
18 A: Right.
19 Q: The next question is, how soon after
20 getting that \$ [REDACTED] did you repay it to
21 NCB?
22 A: Within a month.
23 Q: And you paid it in one lump sum?
24 A: One lump sum. I just took the cheque
25 and paid it straight to the bank.

1 Q: At paragraph 7 of your Witness Statement
2 you say the Bill of Sale was *attached to*
3 the court documents which were served on
4 me in 2008. That is something *which you*
5 intend to refer *to* later in your
6 statement, those court documents;
7 correct?

8 A: Yes.

9 Q: I continue to read.
10 I know I may have signed it at some time
11 during the course of my negotiations
12 with NCB for the first or the second
13 loan. It is to be noted that the
14 address indicated in the Bill of Sale is
15 [REDACTED].
16 That was my address at the time I opened
17 my account at NCB in the 1980s. At the
18 time of taking out the loan my address
19 was [REDACTED]
20 P.O., St. Catherine.
21 NCB had been notified of and had
22 **recorded this change.**

23 That *was your* address in 1996?

24 A: Yes.

25 Q: How long had you been at that address

1 since 1996?

2 A: Approximately three years.

3 Q: And you say that NCB had in fact been

4 notified of this change of address and

5 had recorded it?

6 A: Yes, they had.

7 Q: And you also say that you don't know at

8 what point the date was inserted in the

9 Bill of Sale but you are presuming that

10 it was after you borrowed the [REDACTED]?

11 A: z presumed that but in thinking about

12 it, when you borrow a loan from any

13 institution they usually have all the

14 documents in place before you get the

15 money.

16 Q: But you are saying that you are

17 presuming this because the loan document

18 shows a sum of \$ [REDACTED], that is what

19 you are basing your presumption on?

20 A: Yes.

21 Q: And the \$000,000 would have been the

22 total sum after the \$ [REDACTED] was

23 borrowed and then \$ [REDACTED]; that's

24 correct?

25 A: Yes.

1 Q: And you said that when you look at this
2 loan document which is the Bill of Sale;
3 am I correct?

4 A: Yes.

5 Q: That the interest rate was [REDACTED]

6 A: You are correct.

7 Q: 62% per annum?

8 A: Yes.

9 Q: I believe that is indicated in the Bill
10 of Sale that is exhibited as LB1.

11 If the Commissioners finds it necessary
12 I will return to point to the specific
13 portion at some point.

14 Paragraph 8 to paragraph 11, could you
15 read those for us, Mr. Bailey, please
16 and take your time in reading.

17 A: **Within about one month of taking out the**
18 **loan of \$ [REDACTED] I started to make**
19 **payments towards the interest as agreed.**

20 Q: Could I just stop you there? Those
21 payments you said were not in a set sum?

22 A: No.

23 Q: Based on the agreement it would have
24 been as you earned?

25 A: No, I paid it out of salary.

1 Q: Because at the time you were salaried?

2 A: At that time, during the whole course of

3 that time I am working with

4 Company but I have the truck and

5 I use it to draw the material that they

6 use on the compound to make cement.

7 Q: Okay. So at the time when you took the

8 loan you were in fact employed to

9 Company?

10 A: Yes.

11 Q: But you were doing haulage on the side?

12 A: Right.

13 Q: So you were receiving a salary from

14 Company?

15 A: Right. So from that salary whenever

16 there is problems that is the only

17 source I have to make payments. If I

18 don't get the cheque in time or if the

19 truck don't work, any payment I make is

20 from salary.

21 Q: So that one month you referred to,

22 within the period of one month after

23 taking the loan, any payment you made

24 would have been from salary?

25 A: That is right.

1 Q: Could you read paragraph nine.

2 A: By 1997 I could barely service the loan
3 because interest rate skyrocketed so
4 that my payments were not making a
5 significant impact on the debt and my
6 expenses to maintain the truck the also
7 skyrocketed.
8 The truck was seized in 1997 and
9 remained in the car lot for almost one
10 year.

11 Q: That's NCB car lot?

12 A: Yes.

13 Q: I mean where NCB kept it?

14 A: Yes, stored it.

15 Q: Paragraph 11.

16 A: In 1998, I went to NCB and negotiated
17 with them for the return of the truck.
18 Based on our negotiations I was to make
19 a lump sum payment of \$ [REDACTED] on
20 account of the debt whereupon the
21 vehicle with the understanding that I
22 would thereafter make monthly payments
23 of....

24 Q: Hold on a minute. You think something
25 might be left out there? Having made

1 the payment of \$ [REDACTED], what was
2 supposed to happen, the one payment of
3 \$ [REDACTED] what was the arrangement?
4 What would happen in respect of the
5 vehicle?

6 A: I would get back the vehicle.

7 Q: Okay, so it would be returned to you?

8 A: Yes, it would be returned to me.

9 MS. CLARKE: Mr. Chairman, I believe that if this is
10 to read congruously, we perhaps need to
11 indicate there - on account of the debt
12 whereupon the vehicle would be returned
13 to me. After 'vehicle, 'would be
14 returned to me'.

15 So I am going to ask you, Debtor 9 to
16 read paragraph 11 again and after you
17 reach 'vehicle' you are going to read it
18 based on your
evidence the words, 'would

19 be returned to me'.

20 A: Okay. In 1998 I went to NCB and
21 negotiated with them for the return of
22 the truck. Based on our negotiations I
23 would make lump sum payment \$ [REDACTED]
24 on account of the debt whereupon the
25 vehicle would be returned to me with the

1 understanding that I would thereafter
2 make monthly payments of \$ [REDACTED] I
3 note that this arrangement is
4 essentially reflected in what appears to
5 be an internal memorandum dated 98/06/09
6 generated by the bank "LB 2". I came by
7 this document as it was attached to some
8 papers which my attorney gave me.

9 Q: Hold on a minute right there. Your
10 attorney gave you these documents at
11 some later date?

12 A: Okay, this was...

13 Q: I am just asking you, this document
14 would have come to hand from your
15 attorney years later, months later,
16 when?

17 A: Years later; that in 1998 - sorry, 2008
18 sorry, when this court document was
19 served on me.

20 Q: Could you just pause there, we want to
21 look at LB 2. This memorandum that you
22 referred to that came to your hand for
23 the first time, you knew about it in
24 2008?

25 A: Yes.

1 MS. CLARKE: LB2. I will, with your leave Mr.
2 Chairman, wish to read this document. I
3 would like to read it in its entirety.
4 I believe the document is cut off at *the*
5 top but it is headed.
6 [REDACTED]
7 Head Office.
8 Asset Quality Control Division.
9 Classified Debt.
10 Debtor 9.
11 And it reads:
12 Liabilities as at 1998 June 08.
13 Principal \$ [REDACTED]. Security
14 Interest [REDACTED] Bill of Sale over
15 total sum \$ [REDACTED] 1989 Tipper Truck
16 CMV \$ [REDACTED] Valuation Report
17 Dated 98/02/09 total sum \$ [REDACTED]. (Copy
18 enclosed).
19 Backgrounds:
20 Debtor 9 commenced banking relations
21 with us in 1982 and several facilities
22 were satisfactorily serviced. At the
23 time he was granted the present
24 facility, he was employed to the
25 Caribbean Cement Company Limited. The

1 loan of \$ [REDACTED] was granted to
2 purchase and pay customs duty on an
3 engine for a truck that is the security
4 held against the debt.

5 The truck developed mechanical problems,
6 the expected deposits did not
7 materialize and the branch moved to
8 realize on the security. The truck was
9 involved in an accident and was seized
10 by the Debt Collector before repairs
11 were completed. Since its seizure in
12 September, it has been stored at
13 Robinson and Company and we have not
14 found a purchaser.

15 Requirements.

16 Debtor 9 visited us and deposited
17 \$ [REDACTED] to reduce the debt. The money
18 came from a refund of pension
19 contributions amounting to \$ [REDACTED]
20 received from the Caribbean Cement
21 Company when assigned. Additionally he
22 recently acquired a 15-seater passenger
23 bus, which is charged to Mack D's Auto
24 and from which he earns net income of
25 approximately \$ [REDACTED] monthly.

1 We are in receipt of a letter from
2 General Transport and Equipment Services
3 Limited in which they confirm their

4 intention to contact Debtor 9 to provide
5 haulage services with average
6 remuneration of \$ [REDACTED] monthly (copy
7 enclosed).

8 The customer is proposing that we return
9 the truck and that \$ [REDACTED] monthly will
10 be paid from the income that the truck
11 will generate. At this rate, the
12 principal debt will be retired in
13 approximately ten (10) months.

14 And that is the essence of the document.
15 Just some matters that I would like to
16 highlight for the purposes of this
17 hearing without much commentary that the
18 loan that was accessed, if we are to base
19 it on the date of the Bill of Sale that
20 would have been June 1996.

21 Even without having regard to the
22 witness' evidence that he repaid a lump
23 sum of \$ [REDACTED], let us assume that the
24 principal debt as at June 1996 was
25 r \$ [REDACTED], it is of note that by June

1 2008, two years after the loan was
2 initially taken out based on the Bill of
3 Sale, the principal debt had risen to
4 \$ [REDACTED]; interest over the two-year
5 period was [REDACTED], total being
6 \$ [REDACTED] after two years and I am also
7 wanting to bring to the attention of the
8 Commissioners that this memorandum - I am
9 just speaking to the memorandum, does not
10 seek to make any reference
11 whatsoever to any payments made on
12 account of the loan by the complainant
13 before you this morning, and/or as to
14 whether in fact any payments were made on
15 account of the loan between June 1996 and
16 June 1998.

17 I should also wish to point out just one
18 other thing before I move on, that this
19 document does not in any way assist in a
20 determination as to what type of loan it
21 was and how it was to be serviced;
22 whether it was a demand loan, or it was
23 in the nature of an overdraft facility, a
24 credit card facility. I say this because
25 it will become relevant as the

1 witness proceeds with his statement.

2 LB 2, Mr. Chairman. May that be

3 tendered and admitted?

4 I am also highlighting the fact that the

5 witness became aware of this document,

6 which is an internal memo from all

7 appearances in 2008, the facility was

8 first sourced in 1996.

9 Shall we continue Debtor 9? You are

10 at paragraph 11, in the middle of it,

11 you are going to read that sentence

12 beginning - just below where you see the

13 LB2 note- 'I notice that its contents'.

14 A: I notice that its contents do not seem

15 to acknowledge that as at 98/06/09 I had

16 repaid the amount of \$ [REDACTED] which I had

17 taken out as a second bridging loan to

18 pay customs duty on the engine. As I

19 have said before, I had repaid this in

20 one payment after a loan I had applied

21 for from the credit union for this

22 purpose was approved and disbursed.

23 Q: Hold on please. I just want to ask you

24 one question. You say in your statement

25 that you notice that it doesn't take

1 account, that memorandum, of the \$70,000
2 you paid. Could you just clarify for
3 us, between 1996 and 1998, was this
4 \$[REDACTED] the only payment you made on
5 account of the loan at NCB, of the loan
6 here?

7 A: No. As I earlier said, I started
8 payments approximately one month after I
9 got the loan from salary. All the
10 payments that I had made were from
11 salary and I made numerous payments from
12 salary during that time.

13 Q: Okay, I am sorry to have broken in, but
14 could you continue, please. I also note
15 that the memo...

16 A: I also note that the memorandum reflects
17 that as of 8th June, 1998, the principal
18 amount of the loan was \$[REDACTED]00 and
19 interest was \$[REDACTED].

20 Based on that memorandum as of June 8,
21 1998 my total liability was \$[REDACTED].
22 I borrowed \$[REDACTED] in about May,
23 1996 and another \$[REDACTED] within
24 another month or so. Yet, having made
25 payments towards the loan including the

1 payment of \$ [REDACTED] to liquidate the
2 second amount, NCB's records reflect
3 that within about two years I was owing
4 more than three times the original
5 principal amount. I have never
6 understood how these figures have been
7 **arrived at.**

8 Q: Continue, please.

9 A: After I made the arrangement with NCB
10 and paid the sum of \$ [REDACTED] in 1998
11 (maybe about June of that year) I could
12 not commence the agreed monthly payments
13 for a while because NCB was unable to
14 return the truck to me immediately.
15 While it was being kept in the bank's
16 custody, the windscreen was broken and
17 the battery was stolen. I had to wait
18 quite some time for the bank to pay me
19 the sum required to fix the truck so I
20 could start working it again.

21 Q: Continue please.

22 A: When I eventually got back the truck I
23 suffered several setbacks and was not
24 able to sustain the payments. NCB
25 seized the truck again in late 1999.

1 (NCB had instructed me to make a cash
2 payment of \$ [REDACTED]. I indicated that I
3 could not make this payment. I was then
4 told to take the truck to Cars R Us,
5 which I did. Thereafter I received no
6 correspondence from NCB.

7 Q: We are speaking now to 1999? Now at
8 paragraph 14 of your witness statement
9 you say in 2005, you received a letter
10 dated January 4, 2005 from International
11 Asset Services Limited, (IAS) that you
12 owed \$ [REDACTED] and another sum of
13 \$ [REDACTED].

14 This is the correspondence received from
15 International Asset Services Limited
16 which we call IAS, not from NCB?

17 A: Yes.

18 Q: Could we look at that document you
19 referred to as LB 3, Debtor 9.

20 A: Yes.

21 Q: And this letter is addressed to you at
22 Lot 332 Sandalwood Crescent, Bridgeview
23 St. Catherine.

24 A: Yes, it is.

25 MS. CLARKE: If I may, Mr. Chairman, I'll read it.

Letter dated January 4, 2005 to
Debtor 9, addressed as he has given
evidence, to his current address.

Dear Debtor 9...

And then there is a short table there, a
column of figures.

Originating Bank National Commercial
Bank: Account # [REDACTED] 1; Jamaican amount
outstanding, Jamaican balance;
\$ [REDACTED]. Nothing in the column
marked US balance.

National Commercial Bank - second line
down, second column down: Account
[REDACTED] 7; Jamaican dollar balance
\$ [REDACTED].

TOTAL BALANCE OUTSTANDING \$ [REDACTED].

This confirms that your loan accounts
listed above were transferred to FINSAC,
who later sold the loans to Jamaica
Redevelopment Foundation (serviced by
Dennis Joslin Jamaica). Our company,
International Assets Services Limited,
subsequently purchased the loan.

1 You have not cooperated concerning the
2 above-captioned debt with any of these
3 institutions. Since you have failed to
4 respond to requests that you acknowledge
5 and satisfy this obligation, we have no
6 choice except to proceed to declare this
7 obligation, "IN DEFAULT."

8
9 Be advised that legal remedies are being
10 pursued in order to protect our rights
11 and interest in this matter. If we do
12 not hear from you within five (5)
13 business days of the date of this letter
14 you are to direct any further
15 correspondence to Cowan, Dunkley and
16 Cowan, Attorneys-at-Law located at 4
17 Latham Avenue, Attention: John Doe. It
18 is therefore in your best interest to
19 act NOW to resolve this matter in order
20 to avoid the additional costs and legal
21 fees that will be added to the amount
22 already owed.

23
24 If you fail to communicate with this in
25 office, we will utilise all available

1 collection procedures and legal remedies
2 necessary to recover this debt. Again,
3 it is essential and in YOUR BEST
4 INTEREST to visit our office or call
5 960-0919 today.
6 Your sincerely.
7 International Asset Services Limited
8 signed.
9 John Doe.
10 Collections Manager.

11 LB 3 Chairman, thank you. Debtor 9,
12 looking at this letter, could you tell
13 this Commission whether before receiving
14 this letter you had received any
15 correspondence relative to your default
16 from NCB after 1999? After the truck was
17 seized the second time, did you receive
18 any correspondence or anything?

19 A: No correspondence, I didn't get anything
20 from NCB.

21 Q: Did you between 1999 and 2005 receive
22 any correspondence from FINSAC?

23 A: No, I can't recall receiving anything, I
24 can't recall receiving anything. From
25 they took the truck I didn't get any

1 form of communication from them.

2 Q: Them who?

3 A: I mean from FINSAC, from the bank as you
4 had asked.

5 Q: Did you ever, based on your recollection
6 or your knowledge, receive between 1999
7 and 2005 any correspondence from
8 Jamaican Redevelopment Foundation?

9 A: 2005?

10 Q: Jamaican Redevelopment Foundation.

11 A: In 2005 I received a letter -- let me
12 see if I have it here. No, no what I
13 got in 2005 was a letter from IAS and...

14 Q: Okay, you didn't receive any
15 correspondence from Jamaican
16 Redevelopment Foundation?

17 A: No.

18 Q: Could you say your answer so that we can
19 hear it?

20 A: No.

21 Q: Okay. Could we turn back to your -- let
22 me just ask you before we move from this
23 letter. You already said you didn't
24 receive any correspondence from FINSAC
25 between 1999 and 2005.

1 A: No. I can't recall receiving any
2 information or even a phone call from
3 the -- you say FINSAC or the bank? From
4 they took the truck I just -- I mean I
5 was desperate trying to find something
6 but I didn't get no reply from them
7 because...
8 Q: Yes, Debtor 9.
9 A: I didn't get no correspondence because
10 the person that I dealt with at the
11 bank, [REDACTED], usually if she
12 didn't hear from me for a while, say for
13 example, if things getting out of hand
14 after a while or whatsoever or I can't
15 find any money -- sometimes if it is
16 \$[REDACTED], I go and take it in.
17 Q: But you never...
18 A: I take the truck to Cars R US, it was
19 just....
20 Q: And it was up to 2005 when you got this
21 letter?
22 A: Yes.
23 Q: So would I be correct to say that
24 between 1999 and 2005 you had no
25 knowledge that your debt had been

1 transferred or taken over or was being
2 managed by FINSAC?

3 A: No, no. Okay, turn back to your Witness
4 Statement, we are at paragraph 14 still,
5 paragraph 14 in the second sentence when
6 you speak of those figures in the letter
7 that we just read you said:
8 **"To me these sums bore no relationship**
9 **to the two small amounts I borrowed in**
10 **1996 and the account numbers quoted in**
11 **that letter were not familiar to me."**
12 Correct? Agree?

13 Q: That is correct?

14 A: That is correct,

15 Q: And you said that you didn't respond to
16 that letter because you were broke and
17 broken down?

18 A: I was destitute.

19 Q: Paragraph 15, I am going to read for
20 your confirmation. You say at paragraph
21 16, I am sorry.

22 **"The next time I heard anything about my**
23 **loan at NCB was sometime in April 2008,**
24 **when I received court papers from**
25 **International Assets Services Limited**

1 claiming that I owed the sum of

2 \$[REDACTED]."

3 Would you like to comment on that before
4 we go to the exhibit relative to the
5 figure.

6 A: When I got these court documents...

7 Q: What figure did it in fact reflect?

8 A: \$[REDACTED] that was the amount that
9 was on the court...

10 Q: On the court documents?

11 A: On the court document.

12 Q: So that figure there is not connected in
13 terms...

14 A: This is what you call opening balances
15 and they would add in this up there?

16 Q: Perhaps we could just look at LB 4 and
17 then your explanation will become more
18 apparent. LB 4 Mr. Chairman, is that
19 Claim Form and Particulars of Claim with
20 attendant documents which I will itemise
21 shortly. There is a Claim Form issued
22 out of the Supreme Court of Jamaica with
23 its claimant being International Assets
24 Services Limited and the Defendant, the
25 person sued being Debtor 9. Debtor 9

1 is being sued in fact for a total sum of
2 \$ [REDACTED] broken down as follows: LB

3 4. Perhaps I should ask that it be
4 tendered and admitted before going into
5 the substance of it. That would be the
6 Claim Form and Particulars of Claim and
7 the Particulars of Claim would have some
8 attachments so they would actually form
9 a part of it. So in the body of the
10 Claim Form the indebtedness or the
11 amount sued for is broken down as
12 follows: Amount claimed and it is
13 described here in this Claim Form I
14 daresay, interestingly described here as
15 Demand Loan:

16 **Amount claimed \$ [REDACTED].**

17 Then there is another column reading:

18 **Together with interest at [REDACTED] on the**
19 **principal sum of [REDACTED].**

20 **Principal sum now becomes \$ [REDACTED]**

21 and;

22 **Interest is being charged from the 11th**
23 **day of March 2003 to the 15th day of**
24 **April 2008 at a per diem rate at**

25 **\$ [REDACTED].**

1 That interest sum as per the Claim Form
2 amounts to \$ [REDACTED].

3 Court fees \$ [REDACTED].

4 Attorney Costs \$ [REDACTED].

5 Total Amount Claimed, \$ [REDACTED].

6 And that Claim Form overleaf is dated
7 the 15th day of April 2008. All of
8 this, the procedural document followed
9 by the Claim form including that
10 document marked "Prescribed Note", there
11 you will notice the Defendant has a
12 footnote to the Claim Form, but there is
13 also attached a document headed
14 "Particulars of Claim". With your leave
15 sir, and short as it is, I would like to
16 read it in its entirety. Certainly,
17 beginning at paragraph 1 of the
18 Particulars of Claim which is one of the
19 documents which was served on
20 Debtor 9 when he was sued which
21 contained material facts to the ground
22 that he was sued for.

23 Paragraph 1:

24 International Assets Services Limited:

25 1. The Claimant was at all material

1 times the successor-in-title to debt
2 contracted as follows:-

3 **A) By virtue** of a Demand Loan facility
4 extended to the Defendant by the National
5 Commercial **Bank** Jamaica Limited (**NCB**) on
6 or about the 18th day of June 1996. A
7 copy of **the Bill** of Sale from the said
8 National Commercial Bank Jamaica Limited
9 duly executed by the Defendant is
10 exhibited and marked "IAS 1" for
11 identification.

12 I should say the document was exhibited
13 again because it forms a part of the
14 Particulars of Claim but is in fact
15 Exhibit LB 1, it is the same Bill of
16 Sale.

17 2) Claimant became successor-in-title to
18 said debt by **virtue** of a Deed of
19 Assignment dated 10th March, 2003, from
20 Jamaican Redevelopment Foundation
21 Incorporated, a subsidiary of Beal **Bank**
22 Incorporation **of Texas, USA**. A copy of
23 the Deed of **Assignment** is exhibited and
24 marked "IAS 2" for identification.

25 **3) The said Jamaican Redevelopment**

1 Foundation Incorporated had acquired the
 2 said debts by way of the purchase of the
 3 loan portfolio of Financial Sector
 4 Adjustment Company Limited on or about
 5 the 1st day of November 2001.

6 4) The said debt formed a part of the
 7 loan portfolio acquired by Finsac in or
 8 about September 1999.

9 5) The Defendant failed to honour
 10 the Demand Loan Facility by falling
 11 into arrears with payments in
 12 respect
 13 thereto.

14 6) That the Defendant's debt
 15 balances... I am paragraph of 6 now.

16 6. That the defendant's debt balances
 17 were assigned to the Claimant as
 18 follows: Account number that is;

19 (a), one [REDACTED] (NCB) Balance Owing,
 20 \$ [REDACTED] as at March 11, 2003.

21 Broken down:

22 Principal, \$ [REDACTED].

23 Accrued Interest \$ [REDACTED].

24 Fee \$ [REDACTED].

25 Sum Claimed \$ [REDACTED] and;

7) That the Claimant, as

1 successor-in-title of said debt has
2 repeatedly formally demanded their
3 repayment.

4 8) That, despite having received
5 successive demands, and information
6 appurtenant thereto, the Defendant has
7 failed, refused to or neglected to repay
8 the sum due and owing.

9 9) Accordingly, the Claimant is entitled
10 to the said and claims:

11 (a) From the Defendant the sum of [REDACTED]
12 [REDACTED]
13 [REDACTED]; and.

14 B) Further, the Claimant is entitled to
15 and claims interest under the Assignment
16 on the sum claimed at paragraph 6 (a)
17 herein as follows:

18 (i) at the rate of 62% per annum;

19 (ii) from the 11th day of March,
20 2003;

21 (iii) to the date of payment
22 or collection;

23 (iv) the total amount of
24 interest claimed to the date of the
25 claim is \$ [REDACTED].

1 (v) the rate per diem \$504.13.

2 (c) Cost and;

3 Attorney's Cost (\$00,000.00) The
4 Particulars of Claim are certified by
5 one Everton Bryan, Research Manager for
6 and on behalf of the Claimant filed by
7 International Asset Services Limited.

8 That document is in evidence?

9 COMM BOGLE: Yes, LB4.

10 MISS CLARKE: I should wish to point out something of
11 interest having regard to LB4. The
12 Commissioners may wish to note that LB3
13 which is in the nature of a letter
14 informing Debtor 9 of IAS' involvement
15 and his indebtedness, if we may list and
16 indicate two account numbers, 1309881
17 and [REDACTED], this Claim Form purports
18 to recover on account of one of these
19 account numbers, [REDACTED]. And the sum
20 indicated as at 2005 --I am speaking to
21 LB 3 now, the sum indicated under that
22 account number [REDACTED] as being owing
23 on that account as of January 2005, is
24 \$ [REDACTED]. The sum indicated as
25 owing as per the Claim Form as at

1 March 2003 is \$ [REDACTED].
2 Debtor 9, there is a portion in this
3 letter that says that several demands
4 have been made on you by International
5 Asset Services Limited to settle your
6 indebtedness. Are you in agreement with
7 that? Several demands were made on you
8 by IAS to settle your debt?
9 A: No.
10 Q: No?
11 A: I am not in agreement.
12 Q: Are you still asserting -- having read
13 that several demands were made on you by
14 IAS -- is this letter dated January 2005
15 the first letter you received from IAS?
16 A: That was the first one I received.
17 Q: Did you receive any subsequent letters
18 from IAS?
19 A: Not letter, the next document I got from
20 IAS was the second of these.
21 Q: The court document?
22 A: Okay.
23 Q: Could we continue? Could we continue,
24 Mr. Chairman? Before we continue in
25 relation to LB 4, I would also wish to

1 point out that insofar as this witness's
2 evidence is concerned that the document
3 attached to the Particulars of Claim are
4 in fact -- and these, based on my own
5 knowledge of procedures and what is
6 required by way of proof of the
7 Particulars of Claim, these are in fact
8 by nature probative documents on which
9 the Claimant intends to rely to ground
10 its entitlement or to ground its claim
11 and the documents that are attached to
12 this Particulars of Claim based on the
13 evidence, the only documents attached to
14 this Particulars of Claim are the Bill of
15 Sale and the Deed of Assignment with its
16 schedule of institutions. These are the
17 only documents based on the evidence given
18 by this witness this morning that IAS
19 used to ground its proof that the
20 Claimant owed it in excess of
21 [REDACTED] as at 2008. The Bill of sale
22 and the Deed of Assignment with the
23 schedule attached are for your
24 attention, for your keen attention if I
25 may say so.

1 Paragraph 15, I am sorry paragraph 17.

2 We are going to be reading now

3 Debtor 9.

4 **17. X filled in and filed at the Supreme**
5 **Court the Acknowledgment of Service-"LB**
6 **5" signaling that I intended to defend**
7 **the claim.**

8 That document "LB 5" Mr. Chairman, for
9 the benefit of the persons who are not
10 lawyers, it's actually required to be
11 filed by a defendant firstly to indicate
12 that he has been served or to
13 acknowledge that he has been served with
14 the court proceedings. And there is a
15 place on the form -- because it is in
16 the nature of that form, a prescribed
17 form, where the person, the defendant
18 would indicate when he was served, Mr.
19 Bailey has indicated on that document
20 that he was in fact served on the 25th
21 of April 2008. There is also a place
22 provided therein where the defendant is
23 to indicate whether he intends to defend
24 claim, Debtor 9 did indicate as at March
25 5, 2008, when he filed this

1 document that he did intend to defend the
2 claim. There is a section asking, "Do you
3 admit to the whole of the claim?" He has
4 indicated overleaf. There is a portion
5 where you are to respond as to whether
6 you admit any part of the claim and he
7 has indicated, no. This document was
8 filed by the Defendant in person which is
9 an option which is permitted by our
10 procedural rules but which may probably
11 be ill-advised, Mr. Chairman.
12 So Debtor 9 , based on LB 5, did
13 respond to the suit insofar as he
14 acknowledged that he was served and
15 thereafter indicated his intention to
16 effect the claim. That is LB 5, Mr
17 Chairman, "Acknowledgment to Service"
18 19 filed Debtor 9 in
the
20 Supreme Court on May 5, 2008. I am
21 going to ask you to read down to
22 paragraph 19, that would be paragraphs
23 18 and 19, Debtor 9.
24 A: 18) **After this, I attended some meetings**
25 **which were held by some persons who had**

1 been adversely affected by FINSAC and
2 one of the persons there referred me to
3 a lawyer.

4 19) I went to a lawyer who wrote letters
5 to International Assets Services Limited
6 (IAS) on my behalf. I had asked her to
7 get from IAS a statement of my account
8 and records with respect to the loan.

9 Q: Okay, paragraph 20 now. You are saying
10 that these documents which we have are a
11 list of documents which your attorney
12 produced to you. This is after you were
13 sued, am I correct?

14 A: Yes. But could I...

15 Q: Yes. You want to speak to the
16 Commissioners?

17 A: Yes.

18 Q: But you need to speak into the mike now
19 you know, so that you can speak to all
20 of us.

21 A: I had asked my attorney to get from IAS
22 a statement of my account. As a layman
23 the statement I expected would be
24 something like a bank statement to show
25 whatsoever payments I had made and

1 A: Yes.

2 Q: Okay. So the first document that you
3 referred to..a.t_paragraph 20,
4 sub-paragraph 8 of your Witness
5 Statement is:

6 A) Copy letter dated December 16,1996
7 addressed to me at [REDACTED]

[REDACTED], Kingston 20.

9 And that is LB 6. Let us look at LB 6
10 before we go further into that
11 paragraph, Debtor 9. LB 6. Mr
12 Chairman, I will read it. It is a
13 letter and I intend to read the type-
14 script first, there is a handwritten
15 note on it which I probably wish to
16 bring to your attention in light of the
17 evidence as it unfolds and began
18 unfolding. It is a letter dated the 16th
19 of December 1996.

20 Debtor 9.

21 [REDACTED].

22 Kingston 20.

23 Dear Debtor 9.

24 Re: Ordinary Loan -- Account No.

25 [REDACTED].

1 Balance As At 96/12/12 \$ [REDACTED].
2 Your loan is 173 days overdue for full
3 repayment and there is no evidence of
4 your efforts to settle same.

5
6 We therefore formally demand that the
7 outstanding principal and interest
8 totaling \$ [REDACTED] be immediately paid
9 in full. This amount is itemised as
10 follows:-

11 Principal .. \$ [REDACTED].

12 Interest -- \$ [REDACTED].

13 Total \$ [REDACTED].

14 Interest on the balance will continue to
15 accrue at the rate of 75% per annum for
16 the time being.

17 Kindly note that if no response is
18 forthcoming within 15 days of the date
19 of this letter, we will proceed to
20 realise the security.

21 Yours faithfully.

22 [REDACTED]

23 Manager's Assistant.

24 LB 6, Mr. Chairman. Debtor 9, you say in
25 relation to that exhibit that you

1 have been living at 332 Sandalwood
2 Crescent since 1993. You had said this
3 earlier:

4 "NCB had this address on my record from
5 the time I took out the loan. In any
6 event, I have never lived at [REDACTED]
7 [REDACTED].

8 You never lived there?

9 A: No.

10 Q: "My address prior to the one that I now
11 have was [REDACTED],
12 Kingston 20. I never received that
13 letter".

14 Back to the letter Commissioners. There
15 is in fact a hand written endorsement at
16 the top of that letter 'Returned
17 unclaimed 97/three, six', it looks like
18 6th March 1997; the letter seems to have
19 been returned unclaimed and based on the
20 evidence that the witness has never
21 lived at this address, it is certainly
22 not a difficult conclusion for us to
23 come to. I would also like to point out
24 some matters of meat in relation to this
25 LB6. It is the witness' evidence that

1 he first accessed a loan in the amount of
2 [REDACTED] and then a
3 second amount for [REDACTED]
4 [REDACTED]. It is also his evidence that he
5 very quickly, very soon repaid that
6 [REDACTED] in one lump sum.
7 You will note that the principal amount
8 given by NCB as at December 1996 was [REDACTED]
9 [REDACTED]. The
10 interest as at that date, [REDACTED]
11 [REDACTED] and so the
12 Commissioners would also wish to
13 highlight for the purposes of their
14 assessment the account number and the
15 description of the loan, that account
16 number has to be read vis-a-vis the
17 account numbers given in LB3 and LB5,
18 different account numbers in relation to
19 the loan accounts and this document
20 describes it as an ordinary loan, this
21 one is now, which is closer to the date
22 of the actual loan describing it as -this
23 document describes it as an ordinary
24 loan, the court document
25

1 reflects that it was a demand loan and
2 the interest charge as at this date is
3 seventy-five percent.

4 I will continue to read from the witness
5 statement at paragraph 20(a). Paragraph
6 20(b) I am sorry. Debtor 9 one of the
7 letters that you received was a copy
8 letter dated August 15, 1997 addressed
9 to you at [REDACTED]
10 Kingston 20 and by saying that you
11 received, I mean that you got from your
12 attorney?

13 A Yes.

14 Q That is correct.

15 A Yes, that is correct.

16 Q And that letter is LB7 but you are
17 saying that you have never lived at this
18 address, [REDACTED], you
19 have never lived there?

20 A Never lived there.

21 Q You never received that letter either?

22 A No.

23 Q With your leave, Mr. Chairman, may we
24 turn to Exhibit LB7. LB7 is a letter
25 addressed to Debtor 9, it is

1 dated August 15 1997.

2 Strictly private and confidential

3 And it is addressed to Debtor 9 at [REDACTED]

4 [REDACTED], an

5 address at which he has just said he has
6 never lived.

7 Dear Debtor 9,

8 Bill of Sale over 1989 Tipper Truck

9 The bearer of this letter who is acting

10 on our behalf, has been authorised to

11 collect the sum of [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED] in

17 respect of your indebtedness to us or

18 alternatively to repossess the motor

19 vehicle charged.

20 Interest continues to accrue at a rate of

21 sixty percent per annum on the principal

22 and [REDACTED] on the

23 interest for the time being from the date

24 hereon.

25 We anticipate your co-operation on the

1 matter.

2 Yours faithfully

3

4 Manager

5 Mr. Chairman, I would just crave some
6 indulgence and ask you to look back at
7 the address given for the witness on
8 LB1, the bill of sale and the address
9 given for the witness in the bill of
10 sale which he actually signed to is [REDACTED]
[REDACTED] Kingston 20 and it

12 is his evidence, as at that date,
13 inasmuch as he can associate with that
14 address as his previous address, he was
15 not living at that address but had in
16 fact removed from that address but it is
17 indeed an address he once lived, 27
18 [REDACTED], LB7

19 Mr. Chairman in that document dated
20 August 15 1997 be tendered and admitted?

21 COMM. BOGLE: So admitted.
22 MISS CLARKE: The witness' evidence, if I may respond

23 to the sotto voce, is that these are the
24 documents that he got from his attorney
25 in response to a request for information

1 from NCB, I think it is as high as he
2 would take it.

3 20(c) copy letter dated November 18, 1998
4 from Joan Guthrie to Transport
5 Authority, that is LB8.

6 **Manager,**
7 **Transport Authority**
8 **119 Maxfield Avenue**
9 **Kingston 10,**

10 **Dear Sir,**

11 **Debtor 9,**

12 **At the request of the captioned customer**
13 **we confirm that reduction of his**
14 **liability with us is derived from income**
15 **earned from haulage contracts.**

16 **As security we hold 1989 Leyland Tipper,**
17 **Truck. Therefore, due to the suspension**
18 **of his licence, he is unable to meet his**
19 **monthly payments.**

20 **Yours faithfully.**

21 

22 **Senior Credit Officer**

23 And Jane Doe, to the best of your
24 recall, Debtor 9, was employed to NCB
25 and a person who you dealt with during

1 the course of your loan?

2 A Yes.

3 Q (d), copy letter dated December 7, 1998
4 from NCB's [REDACTED] addressed to me
5 at [REDACTED],

6 ~~HE~~ did I ask for the formality with

LB8?

8 COMM. BOGLE: So entered LB8.

9 MISS CLARKE: LB9 is a letter dated December 7 1998
10 addressed to Debtor 9.

11 [REDACTED]

12 [REDACTED]

13 **St. Catherine**

14 Which is his current address based on
15 his evidence and that has been since
16 1993.

17 **Dear Debtor 9**

18 **Liabilities as at 1998 December 04**

19 **Principal** [REDACTED]

20 **Interest** [REDACTED]

21 We refer to our meeting on 1998 December
22 03 between yourself and [REDACTED]

23 [REDACTED] and reiterate that the debt is

24 to be reduced by monthly payments of

1 Failure to comply will leave us with no
2 alternative but to realize the security
3 being held.

4 Yours faithfully

5

6 LB9 Mr. Chairman.

7 COMM. BOGLE:

So admitted.

8 MISS CLARKE:

My comment, if I may, beyond just the

9 variation in the figures and the
10 interest sum in this letter is that it
11 cannot escape notice the paucity of
12 details in these letters relative to the
13 sums owed. There doesn't seem to be in
14 any of the letter any break down
15 reflecting, for the benefit of the
16 borrower, how the sums are arrived at,
17 what sums are paid, how they have been
18 applied. Typically what we are seeing
19 on the statements are just bald figures
20 being put.

21 COMM. ROSS:

Mr. Chairman, can Debtor 9 shed any

22

light on the principal moving from

23

?

24 MISS CLARKE:

Debtor 9, can you explain?

25

A

Mr. Commissioner, I have no idea how the

1 principal sum moved from the two hundred
2 and fifty thousand dollars and I would
3 like to give a little more, maybe
4 clarity to the situation. From these
5 documents that I have gotten from my
6 lawyer, there are nine different
7 principal balances for this loan over the
8 period. I do not know, for myself I don't
9 know which of them is correct because the
10 first one I got from these documents in
11 1996, I would assume, based on my adding
12 and subtraction, for the first part of
13 the loan that that would be a more
14 realistic one but then the other eight
15 and I could quote them here, two fifty,
16 five forty-four, four sixty-four, I am
17 just using the thousands, I am just
18 dropping off the ordinary hundred dollar
19 figure; the first one was, it starts at
20 three
21 twenty, then it goes to two fifty
22 December 1996, then it goes to five
23 forty-four, then it goes down to four
24 sixty-four, then it goes to four sixty,
25 then it goes to four seven, then it goes

1 to four twenty, then it goes to three
2 zero six and then it was at [REDACTED]-
3 [REDACTED]
4 [REDACTED]. I am confused, I am
5 confused.

6 MISS CLARKE: Commissioner Ross, I hope the witness
7 has been able to assist, I think in
8 essence he is saying no, he cannot
9 assist in terms of the determination, he
10 is confused.

11 So we continue to read at paragraph...

12 COMM. BOGLE: At this point we will have our ten
13 minute break. We will have a ten minute
14 break at this time.

15 ON RESUMPTION:

16 COMM. BOGLE: Ladies and gentlemen, this enquiry is
17 now reconvened. Miss Clarke you may
18 continue. Debtor 9, just to remind
19 you that you are still under oath.
20 A May I address the Commissioners. I have
21 a burning issue. Just a brief comment
22 based on these documents that I
23 received, these thirty-three pages of
24 correspondence that I received, which I
25 gave you one before. Now the other part

1 of it is, I realize that the loan is
2 under five different accounts, therefore
3 when I am called and told that I owed
4 some money and I paid, as soon as this
5 account is okay you hear that you are in
6 default and that is what I realize, that
7 they keep me going round and round in
8 circles and to add insult to injury, I
9 realize that two of the accounts are
10 credit card accounts. The next thing to
11 it is this lawsuit is filed on one of
12 the credit card accounts, T never, never
13 have a credit card account, never in my
14 live have a credit card account and this
15 lawsuit is on the credit card account.
16 This is just a brief....

17 MISS CLARKE: Debtor 9, I am just going to ask you,
18 I don't want to cut you, but is this a
19 matter to which you referred to in your
20 written statement, you have spoken about
21 in your written statement already? Okay
22 I am going to ask you to make a note of
23 that thought and let's go through the
24 written statement and if it hasn't been
25 dealt with feel free to come back to it.

1 Is that okay?

2 A Okay.

3 Q So we were at paragraph 20(d) and we had
4 just read down to the place where you
5 see LB9, and so I continue to read the
6 portion which begins 'I note'. 'I note
7 that it states', and you are referring
8 to the letter dated December 7, 1998,
9 LB9.

10 I note that it states that as at
11 December 1998 the principal debt was
12 stated to be two hundred and two
13 dollars and interest was two two hundred
14 and two two hundred and ninety.
15 I do not understand this as even
16 when the truck was seized in 1999 the
17 principal debt was two two and two
18 thousand dollars.

19 And then (e)now refers to a memorandum
20 dated 15/12/1998 from NCB Asset Quality
21 Control Division to the Manager and that
22 is LB10. This is one of the documents
23 you got from your attorney after they
24 requested the document in 2008?

25 A Yes.

1 Q LB10?

2 A Yes.

3 Q LB10, it looks like an internal document
4 dated 98/12/15. Subject, it has as a
5 subhead **"Asset Quality Control Division"**
6 and it's addressed to the Manager, and
7 something is slashed through but it is
8 on a NCB letter head. Classified Debt,
9 that is the subject, Sold to Recon Trust
10 Limited, 15/12/98, Debtor 9.

11 **We attach a copy of our memorandum dated**
12 **1998 October 13 which was approved by**
13 **the Joint Credit Committee of NCB/Recon**
14 **Trust Limited as presented.**

15 **Please proceed accordingly keeping us**
16 **fully apprised of all information,**
17 **developments.**

18 And that is the document that your
19 attorney gave you. Did this particular
20 document have something attached to it
21 when you got it from your attorney?

22 A No. As I said I just received thirty-
23 three pages, so maybe two things come
24 together but one page might be somewhere
25 else.

1 Q And this is what you got?

2 A Yes.

3 HER LADYSHIP: All right. Then at (f) now you refer to
4 a copy dated 4/1/99 from yourself to
5 NCB, that is LB11, a letter that you
6 said you wrote to NCB. I am going to ask
7 you to read it Debtor 9, LB11, that
8 letter dated first 4/1/99.

9 A I have received your letter and note
10 with concern the situation you have.
11 You have been most helpful to me of
12 which I am most grateful.
13 However, since I paid you the last
14 money, I have not worked the truck
15 because my licence is suspended. I
16 should see the Minister of Transport by
17 the 14/1/99. At that time I expect to
18 have the situation resolved. In the
19 meantime, I have identified a temporary
20 driver for the truck to start 6/1/99.
21 Since I receive your letter I have
22 started to put some money together but I
23 owe money on the truck insurance. I
24 have to pay two two thousand to get a

cover

note so I can license and pass the truck

1 so that it is fully road worthy for the
2 driver.

3 Based on that fact I am asking you to
4 give me until the 30/1/99. I will start
5 paying two two thousand dollars per week
6 from the proceeds from the bus which
7 when I collect the cheque from the truck
8 I will pay you the balance of the
9 installment.

10 Basically what I am saying I will pay
11 two two thousand from the bus and the
12 truck, the cheque when I pick it up from
13 whoever I work with I will take that
14 cheque to them. That is basically what
15 I am saying to them.

16 Q That letter was in 1999, are you
17 confirming because you will agree that
18 the date there looks -- are you able to

19 say assertively that the letter is dated
20 4th January, 1999?

21 COMM. BOGLE: This date is the .

22 MISS CLARKE: Crave your indulgence Mr. Chairman, I am
23 going back to the letter, LB11 ..

24 A It is the 31/12/98.

25 Q Oh it was received on the 4th of January

1 1999. Okay and the truck was seized for
2 the second time after this letter?

3 A It was late 1999, that is October 1999,
4 thereabout.

5 Q So after this letter and before the
6 truck was seized the second time, would
7 you have made payments?

8 A Yes, because what I wrote here re paying
9 the two two thousand dollars and the
cheque

10 at the end of the period I would have
11 met it because if I didn't they would

12 25

13

14

15

16

17

18

19 Q

20 HER LADYSHIP:

21 Q

22

23

24

have seized the
truck at that
time. As I said
before if I have
a problem and she
called me, and
normally she
would call me we
discussed it and
then I follow up
on it, if I don't
follow up then
whatever to take
place would
happen.

LB11, Mr.

Chairman,

that

letter?

Yes, so

admitted.

(g) Now, there is a
letter, a notice,
you say dated
February 22, 1999,
this is LB12 but
you say you can't

recall having received it. Let's look at
it LB12. LB12 is a letter dated 22nd
February

1 1999 to Debtor 9 and it is addressed to
2 him at Lot 00000, 00000 P.O.,
3 St. Catherine which is his current
4 address and which would have been his
5 address as at that date.

6 **National Commercial Bank Jamaica Limited,**
7 **having its registered office at "The**
8 **Atrium", 32 Trafalgar Road, Kingston 10,**
9 **in the parish of Saint Andrew, hereby**
10 **gives you formal notice that you are**
11 **required to pay to the Bank at this**
12 **Branch by 1999 March 12, the sum of two**
13 **two Dollars plus interest and bank**
14 **charges, in respect of your liabilities.**
15 **Interest will continue to accrue at the**
16 **rate of 0% per annum for the time being**
17 **with monthly rests.**

18 **For and on behalf of National Commercial**
19 **Bank Jamaica Limited.**

20 **Originally signed by L. S. Reid**

21 **L. Stuart Reid**

22 **Assistant Manager**

23 **Entered as LB12.**

24

25 **COMM. BOGLE:**

1 been at least attempting to indicate to
2 this witness that the interest being
3 charged on the loan was 0%.
4 There is a document also Mr. Bailey at
5 20(h). Copy letter dated March 25 1999
6 addressed to Global Bureau of
7 Investigation, LB13; LB13, Mr. Chairman,
8 is a letter addressed from NCB to Global
9 Bureau of Investigation. I believe based
10 on the substance of that document they
11 would have been acting in the capacity of
12 the debt collector and that letter says:

13 **Attention Mr. John Doe.**

14 **We instruct you to collect the full**
15 **outstanding balance plus your charges or**
16 **seize the vehicle mentioned in our**
17 **enclosed Bill of Sale.**

18 **Name Debtor 9; address as given, \$808,041**
19 **March 25, 1999.**

20 LB13.

21 Entered.

22 COMM. BOGLE: Thank you, sir. And then there is a
23 Q letter, paragraph 20(i), copy letter
24 dated May 3, 1999 from the same Global
25

1 Bureau of Investigation is writing to
2 NCB, May 3, 1999 in relation to the
3 truck and Debtor 9.

4 Acting on your instruction of 25th of
5 March 1999, on the 12/04/99, we made
6 contact with your customer, who spoke
7 with your Jane Doe and promised to
8 reduce the liability.

9 Kindly advise whether you have received
10 payment.

11 LB14, sir.

12 COMM. BOGLE: So entered.

13 MISS CLARKE: LB15 is a letter from Global Bureau of
14 Investigation June 15, 1999 addressed to
15 NCB, same caption;

16 Following your instructions of 25th
17 March, 1999 regarding the captioned
18 account, we now formally advise that on
19 12th April, 1999, we met with the
20 customer and pressed him for the Bank's
21 funds.

22 The debtor immediately telephoned your
23 Jane Doe and promised to visit the Bank
24 to deal with the liability.
25 We were subsequently informed that the

customer reduced the debt by \$10,000.

Our fee is Two Thousand Dollars.

Yours faithfully

Owen Campbell

Global Bureau of Investigation.

Of note is the fact that this seems to be
--- two things Mr. Chairman ---- this
seems to be in tandem with the evidence
that subsequent to that handwritten
letter where Debtor 9 seemed to have been
negotiating with the bank he did in fact
make payments. Mr. Chairman, of note also
is the fact that inasmuch as it would
appear on the face of documentary data
that this witness did in fact make
payments even up to 1999, let's us say
June 1999, there is no data forthcoming
to show even in the statements that there
were payments being made at the intervals
where these figures were demanded; these
sums are not brought to book on any
statement so far as we have seen which
are meant to reflect the witness'
indebtedness. There is no evidence that
any payments

1 have been made. That is LB15.
2 COMM. BOGLE: So entered.

3 MISS CLARKE: Thank you sir. Then at K now there is
4 an invoice dated 18th January, 2000 from
5 MSC to NCB "LB16", these would be the
6 valuers in relation to the truck, MSC
7 Service Type valuation 1989 Leyland 10
8 wheeler. And what we have here is an
9 Invoice of the charges to conduct the
10 valuation and of note is the fact that
11 the witness asserts at paragraph 20k in
12 relation to this Invoice: **I have never**

13 **seen the valuation to which this invoice**
14 **relates or any valuation done by NCB**
15 **after the truck was seized the second**
16 **time.**

17 So in as much as Debtor 9 - "LB16". I
18 am sorry Mr. Chairman, may that be
19 tendered and admitted as Exhibit 16.
20 So Mr. Bailey, let me get you correctly.
21 What you are saying is that your
22 attorney furnished you with this invoice
23 for the charges that the valuator would
24 charge to do the valuation, but you have
25 never seen a copy of the valuation, you

1 were never at any point furnished with a
2 copy of the valuation, am I correct?

3 A No, IAS did not send a copy of the
4 valuation, they only sent the receipt,
5 this is the receipt that was sent. But
6 I could just add something more that
7 these documents that I got, these 33
8 pages that I got were not sent to me
9 with the intention of giving me
10 information. I asked for a statement of
11 account and they sent these to me and
12 then I said look, this is not a
13 statement of account, this is 33 pieces
14 of paper. So this is just something
15 that I could now use to gather some
16 information from.

17 Q Okay, but they were given to you by your
18 attorney in 2008?

19 A Right. They got them from IAS.

20 Q 20i handwritten, undated, 'Bid to
21 purchase truck for \$120,000.00', signed
22 by John Doe "LB17". This is
23 probably a two-line, best described as a
24 note. The Manager NCB, 54 King
25 Street. It has no date.

1 **Dear sir: This serves as my bid**
2 **tendered to purchase Leyland truck for**
3 **\$000,000,00.**

4 That's what it says, it doesn't describe
5 the truck, give any particulars and it is
6 signed by a John Doe, no date. "LB 17".
7 And then you refer at paragraph 20m, John
8 Doe, a copy of a Memorandum dated 2000-
9 03-09, 9th March, 2000 from NCB Asset
10 Quality Control Division "LB18. "LB18" is
11 dated if I am to interpret the date
12 correctly, 9th March, 2000 and that has
13 in its right hand corner, perhaps
14 indicating its source, the address of its
15 sender, 0000 Street which I think we can
16 take notice of in terms of it being one
17 of the addresses where NCB has been
18 located. At the top of that document
19 which appears to be an internal memo, it
20 says **Sold to Recon Trust** and then we
21 read.

22 **Head Office.**

23 **Asset quality Control Division.**

24 **Attention: Mr. John Doe**
25

1 Classified debt - Debtor 9:
2 Liabilities as at 2000 February 29.
3 Principal \$000,000.
4 Interest. \$000,000 for a total of
5 \$000,000.
6 Security: Bill of sale over 1989 Tipper
7 Truck, GMV \$000,000 FSV \$000,000.00,
8 Valuation Report dated 16.1.2000. I crave
9 your indulgence sir. I am just checking
10 something. Thank you sir. And then it
11 reads further:
12 We **advise** - this is as at 9th March,
13 2000 - we **advise** that a bid of \$000,000
14 by Mr. John Doe was made for the above
15 stated security, which was repossessed
16 and is being stored at Cars 'R' Us
17 Limited.
18 Based on the Valuation Report forced sale
19 value of \$000,000.00 and the fact that *no*
20 other offers have been made on this
21 vehicle since repossession some two *months*
22 ago, we strongly recommend acceptance.
23 Please confirm that we may proceed with
24 sale. Exhibit "LB18".

1 Mr. Chairman, may that be so admitted.

2 COMM. BOGLE: So entered.

3 MISS CLARKE: And then there is at paragraph 20n,

4 mention of a copy of memorandum dated

5 14th March, 2000 "LB19" an (internal

6 memo) from NCB. That is dated 14th
7 March 2000. **Subject: Classified Debt**

8 **Bailey Llewellyn -- 1989 *Tipper* Truck.**

9 **Copy of your facsimile dated the 9th**

10 **instant refers.**

11 **We confirm that you may accept the offer**
12 **of \$000,000.00 from Mr. John Doe**

13 **Morrison for the captioned motor**

14 **vehicle.**

15 **Yours truly.**

16 **Mr. John Doe.**

17 **Acting Assistant General Manager.**

18 "LB19", Mr. Chairman.

19 COMM. BOGLE: So entered.

20 MISS CLARKE: At paragraph 20 (o), the witness refers
21 to a copy letter dated March 17, 2000 as
22 being one of the letters that he
23 received from his attorney as
24 correspondence coming from IAS, copy
25 letter dated March 17, 2000 from NCB to

1 Inland Revenue Department, and that
2 letter reads: Addressed to the
3 Commissioner of Inland Revenue, 1 King
4 Street Kingston.

5 Dear sir.

6 1989 Leyland Motor Truck.

7 Chassis Number 0000.

8 Engine #000000.

9 Registration #0000CC.

10 IN THE NAME OF LLEWELLYN BAILEY

11 National Commercial Bank Jamaica Limited
12 is the holder of a Bill of Sale dated
13 1996 June 18, given by Debtor 9 over the
14 above-mentioned vehicle. A copy of the
15 said Bill of Sale is attached.

16 The bank has exercised its power of Sale
17 conferred by the said document and sold
18 the vehicle to Valentine Morrison, on a
19 "as is, where is" basis.

20 The bank is desirous of transferring the
21 vehicle to the said Valentine Morrison,
22 on the said basis and is requesting the
23 Collector of Taxes, Kingston to register
24 the said transfer.

1 We have authorized John Doe of
2 National Commercial Bank Jamaica Limited
3 to act on our behalf.

4 Now, in consideration of the Collector
5 of Taxes registering the transfer of the
6 said vehicle, National Commercial Bank
7 Jamaica Limited hereby undertakes that
8 it will indemnify the Collector of Taxes
9 and keep him indemnified against any
10 claim in respect of his registering the
11 said transfer.

12 Yours faithfully.

13 Jane Doe.

14 Operations Manager

15 LB20, Mr. Chairman.

16 COMM BOGLE: Entered.

17 MISS CLARKE: Debtor 9, at the time when the vehicle
18 was seized, the second time in 1999, do
19 you recall whether when the vehicle was
20 taken to Car 'R' Us the papers were
21 taken along with it, all the papers for
22 the motor vehicle?

23 A Yes, I was asked to take them and it was
24 the same thing the time before.

25 Q And you took in the papers?

1 A Yes, it wasn't quite with the bank or
2 anything, I only had problems that I
3 need to...

4 Q Okay. 20 p, copy handwritten letter
5 dated 14.4.2000 from NCB to John
6 Doe indicating acceptance of bid.
7 That's "LB21". "LB21" dated as just
8 read 14th April, 2000, and it is
9 addressed to John Doe.

10 **Dear John Doe,**
11 **Re 1989 Leyland Motor Truck, Chassis #**
12 **000000, engine #000000.**
13 **We have accepted your bid for**
14 **\$000,000.00 to purchase the captioned**
15 **motor truck on an "as is where is"**
16 **basis.**
17 **In acknowledgment to the foregoing**
18 **please sign and return the attached copy**
19 **letter.**
20 **Yours faithfully.**
21 And it is signed on NCB's letterhead.
22 "LB21", Mr. Chairman.

23 COMM BOGLE: Entered.
24 MISS CLARKE: And two comments, if I may. I think the
25 notable informality in several aspects

1 2 of this letter, not only in terms of how
3 4 it is penned, but its substance on the
5 6 NCB's letterhead without a stamp,
7 8 handwritten, purporting to be from NCB to
9 John Doe. Perhaps more interestingly the
10 date of the letter having regard to
11 "LB20" and the
12 preceding exhibit, because this letter is
13 actually indicating acceptance of the bid
14 which actually comes after the letter to
15 Inland Revenue indicating that this person
16 had bought the vehicle and that the bid
17 had been accepted. The letter to the
18 Inland Revenue Department was sent and is
19 dated March 17, 2000. I am just looking
20 for it, March 17, 2000 and perhaps our
21 curiosity is peaked a little more by the
22 fact that the letter actually making the
23 bid has no date. The letter indicating
24 that this bid was successful and that Mr.
25 John Doe had in fact bought the vehicle
on an as is basis, that is dated
March 17, 2000. The letter indicating to
him that his bid has been accepted is

1 dated 14th April, 2000.

2 If for no other reason, and I am

3 submitting that, you know, there maybe

4 more palpable reasons, it certainly

5 gives a lot of credence and a lot of

6 validity to the witness' prior evidence

7 that in terms of how data came forth out

8 of this certain institution, he is

9 confused. If no other word describes it

10 in terms of its helpfulness to process,

11 in determining how things progressed in

12 terms of time, it certainly is untidy

13 and unhelpful, and this is the highest I

14 will put it in terms of the bids and the

15 processing and the valuation and the

16 acceptance thereof relative to this

17 motor vehicle proceedings, curious, Mr.

18 Chairman.

19 Paragraph....

20 COMM BOGLE: Are you entering Exhibit "LB21"?

21 MISS CLARKE: Yes, Exhibit "LB21". Thank you Mr.

22 Chairman.

23 20 q, copy letter dated April 25, 2000

24 from NCB, and the witness is asserting

25 in his witness statement that he cannot

1 recall ever seeing this letter, but this
2 is a letter addressed to him and it is
3 dated April 25, 2000. "LB22".

4 COMM BOGLE: How do you know that it is from NCB?

5 MISS CLARKE: Perhaps that is a question
that might be

6 put to the witness, but I will read it
7 and the question can be put. This is a
8 letter I would say dated April 25, 2000.
9 Debtor 9, addressed to him
10 at the address he has given.

11 **Dear Debtor 9:**

12 **Liabilities as at 2000-04-15.**

13 **Principal \$000,000 to be noted and**
14 **compared with other principal given.**

15 **Interest \$000,000.**
16 **Per total of \$000,000.**

17 **We advise that the 1989 Leyland motor**
18 **truck held as security for facilities**
19 **extended was sold on April 14, 2000 for**
20 **\$000,000 and the proceeds applied as**
21 **follows:**

22 **0% commission to Cars 'R' Us plus GCT**
23 **\$0,000.**

24 **To reduce principal \$000,000, a total of**

25

\$000,000.

1 **The residual balance now payable is**
2 **shown at caption.**

3 I pause here for the Commission to note
4 that that is where the residual balance
5 now payable is shown at caption.

6 **Please let us have your proposal to**
7 **repay the shortfall by May 22, 2000**
8 **failing which we will institute legal**
9 **action.**

10 **Interest continues to accrue at 25% per**
11 **annum for the time being. And that is at**
12 **25th April 2000.**

13 Now, Mr. Chairman, perhaps the question
14 could be addressed to the witness. I
15 would not want to attempt an answer.
16 COMM. BOGLE: Debtor 9, are you familiar with the

17 person that signed it?

18 A No, Mr. Commissioner.

19 COMM. BOGLE: So we do not know for certain that this
20 letter came from NCB?

21 A I do not know for certain, but the
22 assumption I would make is that since
23 IAS sent it to me, it could have come
24 from NCB.

25 COMM. BOGLE: Could have?

1 A Could have.

2 MISS CLARKE: Thank you Mr. Chairman.

3 A But Mr. Commissioner, I would just like
4 to mention again that this is the second
5 time that NCB, if it is coming from NCB,
6 has mentioned 0% interest rate in
7 comparison to the court documents of
8 0%.

9 COMM BOGLE: "LB22", entered.

10 MISS CLARKE: Yes, Mr. Chairman. My kind friend is
11 indicating that inasmuch as he can't
12 give the evidence he would want to
13 assist by saying he happens to know that
14 the person had been a Manager at NCB at
15 the time. So Mr. Garcia has been helpful
16 in clearing up that. He is happy that
17 he finally can be of some help to us.

18 Laughter.

19 So that is "LB22". And there is
20 paragraph 20 r, a copy of a handwritten
21 letter dated 17th July, 2000 from
22 John Doe to NCB and the
23 witness is saying before we move to the
24 exhibit, **I must point out that I had**
25 **taken the papers for the truck to Cars**

1 'R' Us in 1999 when I delivered the
2 truck to them. "LB23" 17th July, 2000.
3 it says year 00.7.17:

4 Received from NCB 54 King Street the
5 following documents: 1989 Leyland motor
6 truck.

7 - motor vehicle registration.

8 - Certificate of fitness.

9 - Certificate of Title.

10 In acknowledgment please sign below. And
11 he signed. Exhibit "LB23".

12 COMM BOGLE: Entered.

13 MISS CLARKE: Thank you sir. Paragraph 20 s, copy
14 letter dated May 8, 2003 from IAS to me
15 "LB24". I will read the paragraph
16 before turning to the exhibit.

17 To the best of my recollection I did not
18 get this letter. That letter states
19 that I had two credit card accounts with
20 NCB. I have never had credit card accounts
21 with NCB. Further I only had one loan at
22 NCB - the loan for \$000,000.00 which I
23 took out in 1996. This letter indicates
24 the same account numbers as the ones cited
in the letter

1 dated January 4, 2005. In that letter
2 dated May 8, 2003, IAS indicated that
3 the debt had been frozen at the point of
4 sale to FINSAC. I do not even know when
5 this point was. In any event the
6 subsequent court documents do not
7 suggest that the debt was frozen, given
8 the interest charges and the period of
9 interest indicated in the suit.

10 Exhibit "LB24", Commissioners. This is a
11 letter and the witness is saying that he
12 cannot recall that he got this letter.
13 But interestingly, it is dated May 8,
14 2003.

15 A Could Z say something?

16 Q Hold on, we are going to read the
17 letter.

18 A No, Z . . .

19 Q You want to say something before the
20 letter is read?

21 A Yes.

22 Q Okay, Debtor 9.

23 A Mr. Commissioner, a part of my confusion
24 based on the truck "LB23" .

25 Q That is the receipt from Valentine

1 Morrison?

2 A Yes, saying that he received the truck
3 papers, I am looking for the letter that
4 the truck was transferred, that the bank
5 had asked the Inland Revenue to transfer
6 the truck -- just bear with me please.
7 COMM BOGLE: "LB20".

8 A Yes, sir. A part of my mind boggling
9 situation is on the 17th of March the
10 bank is asking the Collector of Taxes to
11 transfer a truck and based on my
12 knowledge the transfer of truck is used
13 with registration and that sort of
14 things, fitness and registration, but I
15 think that would be impossible because
16 Mr. Malcolm only picked it up in July.
17 COMM. BOGLE: Mr. Morrison.

18 A Yes. The bank is asking the Collector
19 of Taxes in March, 17th of March to
20 transfer a truck but Mr. Malcolm only
21 picked up those truck papers in July.

22 HIS LORDSHIP: Is it Mr. Malcolm or Mr. Morrison?

23 A Sorry, Mr. Morrison, only picked up
24 those papers in July. So I don't know if
25 you could assist me here, sir because I

1 am...

2 COMM BOGLE: I am seeking assistance from you. You
3 are presenting your....

4 MISS CLARKE: I think I wish to attempt an explanation
5 that may, I am not saying I am correct,
6 but based on the indemnity given in the
7 letter it would appear, the dates are
8 curious as I have indicated before, but
9 it would appear that the approach was
10 going to be made without the papers, and
11 this is why the indemnity might have
12 been required at the time so that the
13 bank would be indemnifying the
14 Commissioner against any subsequent
15 action or loss or issue that may come up
16 as a result of the fact that they were
17 asking that the transaction proceeds
18 without the paper. I am saying this
19 based on the experience, not based on
20 the fact that I know this is so. Many
21 times when you are proceeding on the
22 basis that you don't have the original
23 documents at hand, especially with a
24 bank and you are acting under a Bill of
25 Sale where the papers are not

1 forthcoming you may have been asked to -
2 they may indicate to you that they can
3 process the transaction on your
4 undertaking to send the documents to
5 them at some later date and also to
6 indemnify them against any issue that
7 may arise on account of their acting
8 without the data. I am not saying that
9 this is what happens here, but I do not
10 find that particularly curious, because
11 in my own mind, I am thinking that that
12 maybe an explanation for it. I don't
13 know if it satisfies the witness'
14 curiosity, but I will be as candid as I
15 can be with the Commission in terms of
16 that.

17 A Thank you.

18 Q Okay, Debtor 9. We were about to read
19 "LB24". That letter is dated may 8,
20 2003, which you say you can't recall
21 getting. May 8, 2003, importantly Mr.
22 Chairman, the caption reads **Re Credit**
23 **Card accounts NCB Accounts #000000 &**
24 **000000. The account is credit card**
25 **account.**

1 As you are aware your credit card
2 accounts had been sold last year by
3 FINSAC to Jamaica Redevelopment
4 Foundation and it was being serviced by
5 Joslin Jamaica. Recently the accounts
6 were assigned to our firm, International
7 Asset Services Limited.

8 A review of your files indicated that
9 your accounts have been dormant and no
10 efforts being made to settle matters. We
11 wish you to immediately contact the
12 writer hereof with a view to discussing
13 the repayment of your obligation. In
14 this regard and as a sign of good faith,
15 we advise that we have frozen your
16 account at the point of sale to FINSAC,
17 which in and of itself is a substantial
18 write off of interest.

19 Our records show that your account
20 balance as at May 8, 2003 - \$000,000 &
21 \$000,000.

22 We wish to speak with you about this
23 matter, but we were unable to reach you
24 by phone. Please call office numbers
25 960-0919, 960-2815 & 9607949.

1 It is our desire to arrive at an early
2 amicable settlement. However how the
3 matter is treated hereafter is entirely
4 dependent on your response.

5 Yours truly,

6 Jane Doe.

7 Debt Counsellor.

8 "LB24", Mr. Chairman.

9 COMM. BOGLE: Entered.

10 MISS CLARKE: And if I may return to that paragraph
11 dealing with that matter, paragraph 20
12 q, I believe it was, 20 s, where the
13 witness says that he has never had a
14 credit card account with NCB, he only
15 had one loan at NCB in respect of which
16 the sum was \$000,000.00. And he also
17 said that IAS indicated that the debt

18 was frozen at a certain date. But if we
19 were to look at the court papers, it
20 doesn't reflect that. Suffice it to say,
21 and the witness has said that IAS is
22 informing him that they have frozen the
23 debt from the date of the take-over from
24 FINSAC, and neither that letter nor any
25 other record educates him or any of us

1 2 as to the date of that take-over. And
3 4 again the certain -- what I would call
5 6 fair details are remarkably absent in
7 8 terms of the figures and how they are
9 arrived at and I want to highlight again
10 that IAS is claiming relation to credit
11 card debts and account numbers with which
12 the witness has said he is not familiar,
13 or was not familiar in his dealings with
14 NCB. It does not claim the interaction
15 among the various bodies from the
16 institutions to FINSAC; to Refin, to
17 Recon, to IAS, to JRF, but I have noted
18 in certain quarters and it has been said
19 that IAS was assigned credit card debts.
20 I don't know if I am correct but this is
21 something that I have noted, I have heard;
22 I am just indicating that this is probably
23 why there was an assumption that if this
24 debt was transferred to them it was in the
25 nature of credit card debt. I don't know,
having regard to the interest that is
typically charged on credit card debts,
whether this may

1 have informed their interest charges and
2 their approach to it, a matter in
3 respect of which I will stand educated
4 and corrected in the course of the
5 proceedings before this Commission.

6 Paragraph 20t. Did I ask that that
7 letter be tendered and admitted as
8 exhibit LB 24, Mr. Chairman.

9 COMM. BOGLE: Yes.

10 MS. CLARKE: Thank you very much.

11 Paragraph 20t, the witness refers to a
12 copy letter dated June 6, 2008 from IAS
13 to his attorney Ms. Phipps - June 6,
14 2008, LB 25. And I believe based on LB
15 4, the court proceedings were started by
16 IAS in April 2008 and this letter is
17 dated June 6, 2008. It's from Kathryn M.
18 Phipps, Attorney-at-Law to the Research
19 Manager of IAS.

20 **Dear Sirs,**

21 **Re: Claim No. 01892 of 2008 which is the**
22 **claim form at LB 4.**

23 **I have been asked to appear on behalf of**
24 **the defendant herein.**

25 **I am presently receiving instructions in**

1 order to file a Defence herein. I write
2 to ask that you take no steps in default
3 within the next 14 days while I complete
4 my instructions.

5 LB 25.

6 COMM. BOGLE: Entered.

7 MS. CLARKE: Thank you, sir.

8 And then at u, I think this refers to a
9 copy letter dated June 25, 2008 from IAS
10 to his attorney with a statement
11 attached. But LB 26 which is the letter
12 I'll read first with a view to entering
13 it. LB 26 is a letter from IAS addressed
14 to Ms. Kathryn M. Phipps and it's dated
15 June 25, 2008. The caption speaks to
16 the claim which was filed in the Supreme
17 Court.

18 In response to your letter dated June
19 23, 2008 we are providing you with the
20 various correspondence in relation to
21 Debtor 9 and his indebtedness from
22 March 3, 1966 to May 8, 2003.

23 I just pause here to indicate that the
24 bill of sale is dated June 8, 1996 so
25 that we can be kept on track.

1 The statement dated June 24, 2008 shows
2 sporadic payments he made towards his
3 indebtedness in the past from March 29,
4 1995 to April 14, 2000 to National
5 Commercial Bank.

6 Based on the records here there was no
7 indebtedness in March 1995.

8 A. The original amount owing was
9 assigned to us in 2000 but based on our
10 Deed of Assignment we started applying
11 charges to the debt from March 11, 2003.

12 Interesting place for a pause at the
13 point of assessment, Mr. Commissioner.

14 B. On June 24, 2008, interest has
15 accrued to \$000,000.00.

16 C. Even though Debtor 9 has not made
17 any payments to International Asset
18 Service Limited to date, we have been
19 courteous in reducing the total balance
20 owing by the past evidenced payments on
21 his file.

22 The proposal in our letter dated June 10,
23 2008 is still being offered to you. Again
24 we hope that it will be acceptable and we
25 await your prompt response.

1 **Please do not hesitate to contact me.**
2 And the phone numbers are given.
3 Signed by Jane Doe.
4 Legal Manager for IAS.
5 LB 26.
6 COMM. BOGLE: Entered.
7 MS. CLARKE: Thank you. And there are some
8 attachments to which the witness
9 referred. I'll just read what it says
10 because perhaps I need to ask him some
11 questions. I am reading at paragraph
12 20u:
13 **Copy letter dated June 25, 2008 from IAS**
14 **to my attorney- LB26 with statement**
15 **attached - LB27. Only one of the**
16 **alleged credit card account number is**
17 **given. Further none of these numbers**
18 **accord with the account number indicated**
19 **in the letter dated December 16, 1996.**
20 **The differences in all the figures and**
21 **account numbers given by TAS are**
22 **entirely mind boggling to me.**
23 Debtor 9 could you look at LB27 for
24 me.
25 A: Yes.

1 Q: Okay. That is the statement that you
2 say was purported to have been attached
3 to your letter to the attorney that we
4 just read at LB26?

5 A: Yes.

6 Q: And the account number given, would just
7 read it for us please.

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8      A:      00000000.
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9 Q: And that, Mr. Chairman, is to be
10 compared to the loan account number
11 given in the letter marked Exhibit LB6.
12 LB6 is the letter from National
13 Commercial Bank addressed to
14 Debtor 9, albeit at the wrong address
15 dated December, 1996 where his liability
16 is described as an ordinary loan, the
17 loan account number is one entirely
18 different from the one now given in that
19 statement sent by IAS some twelve years
20 later or more. The loan account number
21 is 0000000. The loan account number
22 on this statement that is now being read
23 is 10309881 in terms of LB - I am sorry,
24 I am looking for the letter where it is
25 described as a credit card account, that

1 same number is given on one of the
2 exhibits as one of the credit card
3 accounts that Debtor 9 had.

4 COMM. BOGLE: That would be LB24.

5 A: That is LB 24, right, and LB24, that
6 number 000000000 describes what IAS is
7 calling in 2003 a credit card account.
8 In 2006, the letter that we just read
9 describes the indebtedness in terms of
10 an ordinary loan as an entirely
11 different account number and now at LB27
12 that same account number that is given
13 as one of the credit - one of two credit
14 card accounts in respect of which he is
15 indebted is the account number which IAS
16 has sent by way of data to Debtor 9's
17 attorney as indicating the detail, the
18 account detail with respect to his
19 indebtedness as they have recorded it.
20 That statement, LB27 which I'll ask to
21 be admitted at this stage.

22 COMM. BOGLE: Admitted.

23 MS. CLARKE: Thank you. This statement is dated 25th
24 June, 2008 and we are coming from an
25 indebtedness which dates back, based on

the records here, to June 18, 1996.

Mr. Chairman if you look in the left hand column of that statement it will show that on account of this indebtedness which other records show started in 1996, this document which IAS produced some twelve years later is showing that the debtor deposited \$000,000 on 29th March, 1995. And then thereafter I think there are only - there are two payments noted as having been made by the debtor; one in 1998 - two in 1998, one in September and one in October for \$00,000 and \$00,000. I believe so far we can speak from records to show that so far, even in terms of NCB's records we have seen that the witness before us this morning made more payments than this. In fact, I think there is data evidencing payment of the \$000,000 in 1997 when the vehicle was first re-possessed and payments thereafter.

All this to say that as far as we can see, there seems to be some -- I'll

1 rephrase that. The basis upon which IAS
2 approached the court to prove this
3 witness's indebtedness to IAS, is at
4 best questionable, having regard to the
5 documentary data that has been
6 forthcoming on the face of this
7 witness's evidence before the
8 Commission, and that I would commend for
9 your assessment and analysis, Mr.
10 Chairman. So that is LB 27.

11 A: May I address the Commission?

12 Q: I was going to ask you if you have
13 anything else to say on that?

14 A: Mr. Commissioner, with your permission,
15 sir, I have noted that I was given five
16 loan accounts, five different accounts
17 for a loan that I had with NCB and two
18 of them are credit card accounts. Now,
19 on this statement of account that is
20 LB27, the payment date of the 14th of
21 September 1998, does not relate to this
22 account. That payment is related to a
23 different account and I could give that
24 account number. That account number is
25 0000000 and the cash payment, that

1 first payment for \$0,000.00. Cash
2 payment of \$00,000 on the 12th of
3 October, 1998 is for an account
4 0000000 and the first one is
5 0000000.

6 The other part of my concern is, the
7 \$000,000 that is shown here as money
8 deposited from the sale of the truck, in
9 my mind I would like some documentary
10 proof to show that it was deposited to
11 this account because we only have five
12 payments here. The first payment in
13 1995 does not apply to me any at all.

14 MS. CLARKE: Debtor 9, I think again perhaps, you
15 know, you might find that if we go
16 through the evidence, you probably would
17 have explained that on your written
18 evidence so can we go through and then
19 if you wish we could come back to it.
20 Just make a note. Let's read the
21 statement.

22 A: Yes, ma'am.

23 Q: One other thing I want to point out in
24 relation to LB27, is that there is an
25 exhibit indicating that its only a net

1 \$000,000 that was applied to the loan
2 after the commission was paid to the car
3 dealer but on this statement, albeit
4 perhaps to his "credit", and I use
5 inverted commas there, that the entire
6 \$000,000, based on IAS record is applied
7 to the loan. So it just goes to speak to
8 the incongruity of record and I am
9 submitting that certainly validates, that
10 among other things, would validate the
11 witness's approach to the Commission as to
12 his doubt and his sense that perhaps he
13 has not been dealt with justly in the
14 process which has led to him being here
15 today and which has led to him being a
16 judgment debtor because you know, this
17 certainly on the face of NCB's record,
18 this record from IAS is incorrect even as
19 it relates to this sum, the \$000,000.
20 So we can read on, Debtor 9 and then you
21 may find that these matters that you are
22 now seeking to explain from the witness
23 box you might have alluded to them in
24 your witness statement. So

1 let's just read on.

2 We just put in LB27 where you said that
3 the differences in all the figures are
4 mind boggling to you.

5 V now, 20v. I think you mean to say
6 letter dated June 25, 2008, the word
7 'letter' is missing there, right. Read
8 with me at paragraph 20v.

9 **The letter dated June 25, 2008 states**
10 **that the debt was assigned to it (and**
11 **that would be IAS) in 2000. I understand**
12 **that FINSAC had even sold the debt to**
13 **JRF in 2000.**

14 I pause here to say that this is
15 something that I think the Commissioners
16 can determine from evidence that has
17 been given from even before my advent.

18 **The statement attached does not reflect**
19 **all the payments I made towards the**
20 **debt. I did not even take a loan in**
21 **1995.**

22 Debtor 9, you see what I mean when I
23 tell you that you have said that already
24 in your statement?

25 A: Yes.

1 Q: Just listen first.

2 So I could not have made any deposits on
3 the loan in March, 1995. Furthermore, I
4 have been able to locate three of my

5 deposit slips showing payments on the
6 loan -- these are dated September 25,
7 1997, 3rd May, 1998 and 8th May 1998 and
8 these are marked LB28.

9 I pause here to introduce these exhibits
10 Commissioners, and there are three
11 deposit slips Debtor 9 is saying which
12 evidenced payments made by him on
13 account of loans on those dates. I think
14 it is probably easier to read the date
15 from the date stamp that NCB has placed
16 on the document. And there is a sum there
17 for \$00,000, one for \$15,201 and one for
18 \$000,000. And the witness

19 goes on to say

I shou.

20 The witness goes on to say:

21 **I made other payments but cannot find the**
22 **receipts. In supplying data to my**

23

24

25

1 attorneys, IAS supplied two copy deposit
2 slips dated 14/9/1998 and 12/10/1998;
3 LB29, showing payments which are made
4 towards the loan. Based on the
5 statement dated 25/6/2008 supplied to my
6 attorney by IAS, these would have been
7 applied to a different account from the one
8 indicated on those two deposit slips.

9 I think this is what he was trying to
10 explain but I will introduce the exhibit
11 at this stage and allow the witness to
12 make his comment. LB29?

14 COMM. BOGLE: 28.

15 MS. CLARKE: 28 is three deposit slips which he found
16 from his own personal record. 29 he says
17 are two deposits slips which IAS
18 supplied his attorney in the course of
19 their dealing with his attorney and of
20 1998. And these two are dated 14/9/1998
21 There is a payment there totaling
22 \$0,000 - 0,000 and something.

23 24 25

A: 0,000.00.

Q: Or 00 cents?

A: 00 cents.

1 Q: Thank you Debtor 9. And then there is
2 a payment of \$00,000 on 12th October,
3 1998. These were in fact supplied by
4 TAS to his attorneys. 14/9/1998 and
5 12/10/1998, and these are in fact, if
6 you were to look back at LB27, Mr.
7 Chairman, inasmuch as the account
8 numbers seem to vary, these are brought
9 to book by TAS as payments on account of
10 the loan. So there are two payments
11 there; 14/9/1998 -\$0,000.00 and 12th
12 October, 1998 -- \$00,000. That's
13 reflected on LB27.

14 Before Debtor 9 comments on the
15 statement, there is something that I
16 would like to say by way of a comment
17 that if the Commission will find in its
18 assessment that it accepts and relies on
19 the evidence that these documents were
20 supplied to his attorneys by TAS, in the
21 course of seeking to determine as to
22 details, proof of his indebtedness, one
23 may well ask or wonder why it is that
24 these probative documents as they are
25 intended to be would have been omitted

1 from the particulars of a claim as
2 filed in the Supreme Court and served on
3 the witness. I say this because the
4 witness gave evidence earlier that
5 inasmuch as he signaled his intention to
6 defend the claim, when the documents came
7 forth he had no data based upon which he
8 could give credible contest.

9 Given the requisite -- since the advent
10 of our civil procedure rules that your
11 probative documents are to be attached to
12 your particulars of claim, one may very
13 well ask in the course of the assessment
14 (1) if these documents were available,
15 were a prerequisite, why weren't they
16 attached? The question may be rhetorical
17 whether or not the witness's approach,
18 relative to his court proceedings, the
19 outcome in circumstances where as he has
20 said a judgment has been issued against
21 him -I am pre-empting a bit based on my
22 reading - one may wonder whether had he
23 seen these documents, contradictory in
24 their terms as some of them seem to be,

1 he may have been better placed to
2 respond, by way of a defence, and as
3 such whether or not the outcome in terms
4 of a judgment or not, a default
5 judgment, may have been the same. One
6 really wonders why it is that these
7 documents which were supplied to the
8 attorney were not attached to the
9 particulars of claim because, you know,
10 an assessment of them may very well have
11 revealed some incoherencies which would
12 have equipped the witness in a manner
13 which may have allowed him to file some
14 credible defence beyond a bald denial of
15 the debt.

16 COMM. BOGLE: On that note may we adjourn for lunch,
17 and we will return at 2:00 p.m.

18 MR. GARCIA: Commissioner Bogle, I just want to
19 apologize. I won't be able to attend
20 this afternoon. The appeal which had
21 been commenced by Mr. Henriques did not
22 finish last week and continue yesterday
23 afternoon and is scheduled to continue
24 at 2 o'clock this afternoon.

25 MRS. PHILIPS: I wonder if it makes more sense for us

1 to just pursue through to the end of the
2 examination-in chief since my friend
3 says she only has ten more minutes
4 because so far I have not heard an
5 allegation against Jamaican
6 Redevelopment Foundation coming from the
7 mouth of this witness so far; so unless
8 between now and the end -- as a matter
9 of fact I have not even heard anything
10 that impacts the Terms of Reference
11 before the Commission. I don't see
12 anything there that mandates the
13 Commission to examine the treatment of
14 debtors by IAS, but perhaps I am wrong.
15 COMM. BOGLE: How long do you think you will be?
16 MS. CLARKE: I had indicated to my friend that given
17 the fact that there are two more
18 exhibits indicated I am not proposing to
19 fetter the witness in terms of anything
20 else he has to say but my own assessment
21 is that I shouldn't be more than ten
22 minutes.
23 COMM. BOGLE: Okay. In that case if the balance of
24 submission would be contained between
25 ten and fifteen minutes then we will

1 continue to complete your presentation.

2 MS. CLARKE: I could endure.

3 COMM. BOGLE: So we will not take the adjournment at

4 this time, we will allow an additional

5 fifteen minutes for the completion of

6 the presentation.

7 Go ahead, please.

8 MS. CLARKE: So we are at LB29.

9 COMM. BOGLE: Both are accepted.

10 MS. CLARKE: Mr. Bailey, you had said you wanted to

11 comment further on the statement or the

12 policy.

13 A: On the statement.

14 MS. CLARKE: Could he be allowed to just comment?

15 COMM. BOGLE: Yes.

16 A: Mr. Commissioner, with your permission;

17 this statement in my opinion, it is

18 misleading because this the first

19 monetary figure on this account was

20 from...

21 MS. CLARKE: LB27 I think it was.

22 A: LB27. In 1995 and it was not applied to

23 the loan that I took in 1996 June. So

24 that is misleading.

25 I have made reference to the other two

1 payments in 1996 so we would go back to
2 that and since these two payments in
3 1998 went to different accounts, it is
4 my opinion or it is my belief that I
5 would question the accounts that these
6 other three payments, which account they
7 went to, I would also question that.
8 Therefore, in my opinion these payments
9 do not apply to this account.

10 Q: Okay, Mr. Bailey.

11 A The 30, I think this is last one. The
12 principal on this is still different
13 from the one in 1996 December, that's
14 the same 000,000 plus.

15 Q: Okay.

16 A: Thanks, Mr. Commissioner.

17 Q: You referred to another document at
18 paragraph 20 (w):
19 A copy letter dated August 11, 2008 from
20 IAS to your attorney -- **LB 30**. LB 30,
21 that letter is dated August 11, 2008 and
22 it is addressed to Miss Kathryn Phipps
23 from IAS. Mr. Commissioner, I will not
24 read this letter in its entirety because
25 it basically will disclose in substance

1 a legal opinion citing authorities and
2 the like to which IAS is preferring or
3 giving to substantiate its own position.
4 But on page 2 of that letter I would
5 like to read from paragraph 7:

6 **"The debt was subsequently transferred**
7 **to FINSAC in 2001...**

8 And you will recall the exhibit where JRF
9 was saying in a letter that this debt was
10 assigned to them from 2000, but because
11 of the Deed of Assignment they didn't do
12 anything until 2003, but in this letter
13 the IAS' representative is saying:

14 **The debt was subsequently transferred to**
15 **FINSAC in 2001 and shortly thereafter to**
16 **Jamaican Redevelopment Foundation (JRF)**
17 **and lastly, to International Assets**
18 **Services Limited on the 20th of March. I**
19 **am sorry, on the 10th March, because that**
20 **number would be of some significance.**

21 On the 10th of March 2003.

22 **Enclosed is a copy of the Deed**
23 **of Assignment dated the 10th of**
24
25

March 2003.

1 I am reading a little awkward because
2 the typescript is pale in some places.
3 Accordingly, we filed claim against the
4 Defendant due to non-cooperation of the
5 request made by our offices. The claim
6 which was duly served on the Defendant
7 and if it required...

8 Is that what you are seeing, Mister...
9 And if required, we shall -- oh, let me
10 read what I think it is.

11 The claim was duly served...

12 Perhaps the "which" shouldn't be there
13 ...on the Defendant and if required, we
14 shall apply for judgment in the
15 following sum :

16 (a) Amount Claimed: 0,000,000.00.

17 And they break down the figures to show
18 the intent to apply for judgment in the
19 amount of \$0,000,000.00.

20 Notwithstanding, we are prepared to
21 settle this debt for a one time payment
22 of \$000,000.00 no later than August 28,
23 2008 or an initial payment of
24 \$000,000.00 on that date (August 28,

1 2008} and three subsequent monthly
2 installments of \$000,000.00 payable on
3 the 4th day of September and October
4 2008.

5 In any event that no such arrangements
6 are made for liquidation of your
7 client's indebtedness, we shall proceed
8 with the execution of the judgment by
9 way of Order for seizure and sale.
10 Nonetheless, we hope for a prompt and
11 amicable resolution.

12 LB 30, Mr Chairman.
13 COMM BOGLE: Entered.

14 MS CLARKE: Thank you, sir, and the witness is

15 saying that the letter also suggests
16 that a judgment has been entered against
17 him. I would probably want to think that
18 the portion that is read where the
19 attorney for IAS is threatening to
20 proceed with the execution of a judgment
21 is perhaps the basis upon which the
22 witness might have come to that
23 conclusion.

24 A: May I address the Commissioners?

25 Q: Yes.

1 A: I have been given some free advice by a
2 very notable counsel, and last year he
3 had checked at the Supreme Court and
4 informed me that that judgment has been
5 given. And I don't know if I could just
6 make one more comment on LB 28. The
7 payments on these were made to a
8 different account than the one that I
9 was sued for. The \$000,000 that was
10 paid, and the date is, on the 8th of the
11 5th, '98, they referred to that as 95,
12 it was not written up by me, it was only
13 signed "paid", they write 95 on the
14 principal account. Now, if you check the
15 principal account at LB6, that is the
16 first document that was prepared re the
17 loan, it is two different account
18 numbers. Thank you very much, sir.

19 Q: That's it Debtor 9?

20 A: Yes.

21 Q: All right, I am going to read to you
22 from paragraph 21 to the end of your
23 Witness Statement now. Paragraph 21 of
24 your statement, not any exhibit, 21 of
25 your statement.

1 A: When you say finished, if I am finished?

2 Q: To the end of your statement from page 6
3 to page 7 of your Witness Statement,
4 paragraph 21, read to the end of it.

5 A: But when you say if I am finished you
6 mean if I am finished talking to the
7 Commissioner?

8 Q: I thought you were finished, are you
9 finished?

10 A: I am so sorry, I will just make just two
11 more notes.

12 CHAIRMAN: Could we just finish with the statement
13 and then he can make his comment at that
14 time?

15 Q: 21 to the end, Debtor 9.

16 A: 21. I could not afford to continue to
17 pay my attorney and she returned my file
18 to me.

19 22. I feel that I have been dealt with
20 unfairly by NCB, FINSAC and IAS. It

21 would appear from the documents which I
22 have referred to that NCB was receiving
23 my loan payments through several
24 different account numbers and as such,
25 proper account was never taken as to

1 exactly what sums were paid towards the
2 loan. I have not received any statement
3 from NCB detailing my payments and/or
4 how they were applied. I do not know as
5 from when the interest rate was reduced
6 to 0% as per NCB's letter dated
7 February 22, 1999. NCB never informed me
8 as to what stage my debt was "sent" to
9 FINSAC.

10 FINSAC did not contact me that it
11 acquired my debt. I was never given the
12 opportunity to negotiate with FINSAC.
13 It would appear from records that when
14 my debt was sold by FINSAC, there were
15 either no details, no sufficient details
16 or incorrect details supplied as to the
17 nature and extent of my indebtedness
18 with NCB. IAS has repeatedly indicated
19 from its record that I had Credit Cards.
20 24. IAS was charging me interest at 0%
21 in circumstances where there is evidence
22 (in the letter dated February 22, 1999
23 that NCB had reduced the interest to
24 25%) what is the basis upon which this
25 interest charge was applied by IAS.

1 25. A judgment has been entered against
2 me based on very incorrect and
3 incomplete data only because I could not
4 afford to pursue my defence.

5 Q: Debtor 9, if he may -- perhaps there
6 might be some constraint on him given
7 the time that was allocated.

8 COMM BOGLE: No, I will allow him to explain.
9 MISS CLARKE: Very well. You said you wanted to

10 explain a few others things?

11 A: Yes, thanks very much. The first thing
12 on the statement, on the court document
13 that was served on me in April, IAS sued
14 me for 0,000,000 plus -- that is on the
15 court document. When they sent this
16 statement that had these payments on it,
17 that statement was saying that I owed
18 0,000,000 plus. From my records or from my
19 simple calculations, its about six months
20 or some months after they had served me
21 the court papers, and it is showing at
22 least 000,000 less on their statement that
23 I owed. That is another situation where it
24 is confusing. You sued me for 0.0 but yet
 still you sent

1 me a statement saying that I owed you
2 0.00. It is totally confusing. And I
3 think I will rest it at this, sir,
4 because we have dealt with the missing
5 credit that they -- I think that's the
6 last major note, maybe something might
7 crop up in the future if I take some
8 keener look at the documents.

9 Q: Thank you, Debtor 9.

10 A: Thank you, Mr Commissioner.

11 Q: Mr Chairman, Commissioner, thank you
12 very much. That I believe, is the
13 evidence-in-chief of this witness.

14 COMM BOGLE: Thank you very much. Do I have any
15 indication of cross-examination this
16 afternoon or cross-examination of this
17 witness?

18 MRS PHILLIPS: Well, I have not heard this witness make
19 any allegations against Jamaican
20 Redevelopment Foundation so there would
21 be no cross-examination, no
22 cross-examination by JRF of this
23 witness.

24 MR GARCIA: No cross-examination by me either?

25 COMM BOGLE: Okay, thank you. Based on that, that

1 will be the end of the Enquiry for
2 today. We will adjourn now until
3 tomorrow morning at 9:30.

4 MS CLARKE: Thank you very much, sir.

5 COMM BOGLE: Okay, have a good afternoon.

6 A: Thank you, sir.

7 MS CLARKE: Thank you very much.

8 ADJOURNMENT

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