

LIST OF EXHIBITS - LLEWELLYN BAILEY

"LB -

1. Bill of Sale dated 18th June, 1996
2. internal memo (NCB) dated 98/06/09
3. Copy letter dated 4th January, 2005 from IAS to [REDACTED]
4. Copy Claim Form and Particulars of claim - HCV.01892 of 2008.
5. Acknowledgment of Service filed May, 2008.
6. Copy letter dated 16/12/96 from NCB to [REDACTED]
7. Copy letter dated 1518197 from NCB to [REDACTED]
8. Copy letter dated 18/11/98 from NCB's [REDACTED] to [REDACTED]
9. Copy letter dated 7112198 from NCB to [REDACTED]
10. Memorandum dated 15/12/98 - NCB (Asset Quality Division).
11. Copy letter dated 411199 from [REDACTED] to NCB.
12. Notice dated 2212199 fro NCB to [REDACTED]
13. Copy letter dated 2513199 from NCB to [REDACTED]
14. Copy letter dated 315199 from [REDACTED] to NCB.
15. Copy letter dated 1516199 from [REDACTED] to NCB.
16. Invoice dated 1811100 from MSC (valuators and appraisers) .
17. Handwritten, undated bid to purchase truck.
18. copy memorandum dated 2000-03-09 from NCB's Asset Quality Control Division,
19. Copy (NCB) memo dated 2000103114.
20. Copy letter dated 17/3/2000 from NCB to Inland revenue Department.
21. Copy handwritten letter dated 00.4.14 from NCB to [REDACTED] indicating acceptance of bid to purchase truck.
22. Copy letter dated 2514100 from NCB to [REDACTED]
23. Copy handwritten receipt dated 1717100 from [REDACTED] to NCB.
24. Copy letter dated 815103 from IAS to NCB.
25. Copy letter dated 616108 from [REDACTED] (attorney-at-law) to IAS.
26. Copy letter dated 2516108 from IAS to [REDACTED]
27. Statement dated 2516108.
28. 3 deposit slips evidencing payments made 2519197, 315198 and 815198.

29. 2 deposit slips evidencing payments made 1419198 and 12110198.
30. Copy letter dated 1118108 from IAS to [REDACTED].

NATIONAL COMMERCIAL BANK JAMAICA LIMITED BILL OF SALE

JAMAICA S. S.

THIS INDENTURE is made the _____ day of _____
19⁽¹⁶⁾ BETWEEN [REDACTED]

[REDACTED] in the
PARISH of saint mere. (hereinafter called "the Borrower") of the
FIRST PART AND NATIONAL COMMERCIAL BANK JAMAICA LIMITED, a
Company incorporated under the Laws of Jamaica and having

32 Trafalgar Road, Kingston 10
its registered office at 'The Atrium' in the City and Parish of Saint Andrew
Jamaica (hereinafter called "the Bank") of the SECOND PART. WHEREAS :

- (1) The Borrower is the absolute owner, in possession free from encumbrances of the goods, particulars whereof are set out in the Schedule hereto.
- (2) The Borrower is indebted to the Bank and has requested the Bank to allow to the Borrower time to repay the sum which the Bank has agreed to do upon the terms and conditions herein contained and hereunder implied and upon having the repayment thereof secured in manner hereinafter appearing.

NOW THIS INDENTURE W I T N E S S E T H as follows:-

- 1. In pursuance and in consideration of the premises the Borrower as beneficial owner HEREBY ASSIGNS TRANSFERS AND SETS OVER unto the Bank ALL AND SINGULAR the goods described in the Schedule hereto together .t_ all attachments, accessories

replacements, improvements and other equipment affixed or attached thereto (hereinafter called the assigned goods") TO HOLD the same unto the Bank its successors and assigns absolutely subject to the proviso for entry of satisfaction hereinafter contained.

2. For the same consideration aforesaid the Borrower HEREBY COVENANTS and agrees with the Bank so long as any moneys due and owing by the Borrower to the Bank shall remain unpaid, as follows: -

(a) To repay to the Bank on demand all moneys as are now or shall hereafter from time to ti-tie become owing to

the Bank from the Borrower whether in respect of advances on current account, moneys advanced or paid to or for the use of the Borrower or charges incurred on his account or in respect of negotiable instruments drawn, accepted or endorsed by or on behalf of the Borrower and discounted or paid or held by the Bank either at the Borrower's request or in the course of business or otherwise and all moneys which the Borrower shall become liable to pay to the Bank in any manner or on any account whatsoever and whether any such moneys shall be paid to or incurred on behalf of the Borrower alone or jointly with any other person, firm or company and whether as principal or surety together with interest to the date of payment at the rate of ^{sixty}two per centum (62 %) per annum or at such other rate or rates of interest as the Bank shall tre.rt time to time charge and payable at such time or times as the Bank shall Lem Lime co time specify together with commission and all usual and accustomed bank charges, law and other costs, charges and expenses.

- (b) That so long as any or all moneys are owing by the Borrower to the Bank the Borrower will not without the written consent of the Bank create any encumbrances of any kind over any of the assets of the Borrower.
- (c) To insure and all times keep insured in the names of the bank a hi the Borrower against loss or damage by fire and loss or damage by earthquake, windstorm, lightning, volcanic eruption, hurricane cyclone, tornado, riot, strike, lockout, labour disturbances, explosion and fire arising therefrom respectively, accidental damage, malicious damage, flood and theft or such other risks as the Bank may reasonably require, the assigned goods to their full insurable value to the satisfaction of the Bank in an insurance Office acceptable to the Bank and on demand to deliver to the Bank all such policies of insurance and all receipts and vouchers for the payment of premiums. If default at any time be made by the Borrower in effecting and keeping such insurance, it shall be lawful but not obligatory for the Bank to pay and discharge such premiums in respect of the assigned goods and to charge the amounts so paid to the Borrower, and the Borrower hereby irrevocably appoints the Bank to be the Attorney for the Borrower during the continuance in force of this security to ask demand sue for recover and receive and give effectual discharges for all moneys which may become due and owing or payable to or under or in respect of any insurance now or hereafter to be effected on the assigned goods or any of them and the Bank may at its option apply all such moneys towards replacement of the assigned goods or repayment of any and all moneys and other sums payable by the Borrower hereunder and the Borrower further covenants and agrees that he will not do anything which might or have the effect of invalidating any such insurance effected on the assigned



goods,

- (d) At all times during the continuance of this security to keep up, maintain and preserve the *assigned goods* in good and merchantable order and condition and will not permit or allow the assigned goods or any part thereof to be destroyed or injured or to deteriorate subsequently to the execution of these presents in a greater degree than they would deteriorate by reasonable use and wear thereof or age and will whenever any of the assigned goods are destroyed injured or deteriorated forthwith replace repair and make good the same and any goods and things so substituted for any goods hereby assigned shall be included in this security.
- (e) Save in the ordinary course of use or enjoyment or for the purpose of effecting repairs, not to part with the possession of nor to remove the assigned goods or any part thereof from where the same now are stored or kept or to which (with the consent of the Bank) they may be removed nor in any event to cause or permit the same to be removed from the Island of Jamaica without the consent in writing of the Bank first had and obtained.
- (f) At all times during the continuance of this security to pay all rent, rates, taxes and other outgoings payable in respect of any place building or premises wherein the assigned goods or any part thereof be and shall also *pay all* licence duties and/or taxes assessable on the assigned goods and at all times to produce on demand to the Bank the receipts for such payments of rents, rates and taxes and other outgoings.
- (g) Not to allow any writ of fieri facias or other writ of Execution or distress *to be* issued levied or taken or distrained upon the assigned goods or any of them and immediately to advise the Bank



if at any time during the continuance of this security any writ be issued or distress be levied taken or distrained upon the assigned goods or any of them or upon the premises on which the assigned goods are stored or kept nor commit or suffer to be committed any act of bankruptcy nor to enter into or negotiate for any composition with creditors or if a body corporate will not permit any order to be made or an effective resolution passed for the winding up of the Borrower or permit a receiver and/or manager to be appointed of the Borrower's Assets or any part thereof or cease or threaten to cease to carry on its business or become unable to pay its debts.

- (h) Not to lease the assigned goods or create or suffer to be created any mortgage or charge or lien or make any assignment on or of the assigned goods or any of them without the written consent of the Bank first had and obtained.
- (L) To pay to the Bank on demand all costs, charges and expenses (on an indemnity basis) incurred' or that may be incurred by the Bank of or incident to the preparation, stamping and recording of these presents and to the realisation in whole or in part of the security hereby given to the Bank or the enforcement or partial enforcement from time to time of any of its rights hereunder.
- (j) The Bank shall be entitled by its officers, servants or agents at all times during the continuance of this security with or without workmen, agents or servants to enter upon any premises where the assigned goods or any part thereof shall then be to view, inspect, search and see the state and condition of the assigned goods or any part thereof and substitutions to and substitutions for the assigned goods or any part thereof with full and free power of ingress and regress for such purpose and of all decisions

defects and wants of preservation and maintenance found upon such inspection to give or leave notice in writing to the Borrower and the Borrower will faithfully make good, repair and supply according to any notice given hereunder so as at all times to keep up, maintain and preserve the assigned goods in good order and condition.

- (k) The Borrower and every person claiming by or through him any interest in the assigned goods will at all times at the sole cost of the Borrower execute and do all such assurances and things for the farther and better assigning of the said goods unto the Bank and enabling the Bank to obtain possession of the same as may be by the Bank lawfully required.

3. IT IS HEREBY AGREED AND DECLARED as follows that: -

- (a) The Barak may -from time to time vary the rate of interest payable by the Borrower hereunder (by increasing or decreasing the same) .
- (b) it shall be lawful for but not obligatory on the Bank to advance and pay all sums of money necessary for the purpose of remedying any breach or non-observance by the Borrower of any of the Borrower's covenants or obligations imposed by the Bank hereunder or implied by Law under the provisions of this security and all moneys so paid and also all costs and expenses incurred by the Bank in relation to any inspection and notice of the repairs or amendments mentioned in paragraph 2(j) hereof shall be repayable on demand being made by the Bank and in the meantime shall be a charge on the assigned goods in addition to the other moneys hereby secured and shall bear interest at the r.,_ aforesaid computed from the time or respective times of paying or advancing the same.
- (c) If at any time during the continuance of this security the Borrower shall be in breach of any of his obligations contained herein then

without any further consent on the part of the Borrower (and whether the money hereby secured shall not be actually due and payable) the Bank may enter and remain upon any premises where the assigned goods or any of them and all additions to substitutions for and replacements in lieu of same may be or believed to be and if necessary may break open doors and windows gates and fences in order to obtain possession thereof and to seize and take away the same and Slav also at any time after the date of the seizure sell the assigned goods or any part thereof either by public auction or private contract and shall out of the moneys to arise from such sale pay and/or retain in the first place the legal costs and costs and expenses of seizure and travelling expenses for enforcement thereof and all costs and expense:s of and incident to such sale or otherwise incurred in relation to this security including all legal costs and clearing charges and shall in the next place apply such moneys in and towards the satisfaction of all the moneys and liability hereby secured whether the same shall by the terms hereof be then actually due and payable or not and shall pay the surplus (if any) to the Borrower and upon any sale the Purchaser shall not be bound to enquire into the regularity or propriety of such, sale.

- (d) Any demand or notice hereunder may be properly and effectually made, given and served on and to the Borrower at any time by letter addressed to him by registered post at his address aforesaid and signed by the Managing Director, the Deputy Managing Director any General Manager, Assistant General Manager, Assistant Manager, Branch Manager, authorised official or Attorney --at -Law on behalf of the :lank and every :tie:: demand and notice shall be deemed to have been following the posting

made given and served on the fourth day
thereo· and In proving such service it shall



be sufficient to prove that the envelope containing the demand or notice was properly addressed registered and posted at any post office in a ma Ira.

(e) No neglect omission or forbearance on the part of the Bank to take advantage of or enforce any right or remedy arising out of any breach or non-observance of any covenant or condition herein contained or implied shall be deemed to be or operate as a general waiver of such covenant or condition or the right to enforce or take advantage of *the* same in respect of any breach or nonobservance thereof either original or recurring.

(f) This security shall not be affected by nor affect any other security which the Bank may now or hereafter hold from the Borrower and the Bank shall be at liberty to realise the securities in such order and manner and to apply and appropriate any moneys at any time or times paid by or on behalf of the Borrower or resulting from a realisation of this or any other security or any part thereof to such account or item of indebtedness in such sequence priority and order as the Bank may in its absolute discretion. From tinse to time determine any, direction from the Borrower to the contrary notwithstanding.

(g) The Borrower hereby authorises and empowers the Bank to fill up and complete any documents signed by the Borrower and delivered to the Bank and which may be necessary to be filled up and completed in order to effectually transfer the assigned goods or any part thereof to a poici_esser in the event of the Bank exercising its power of sale under these presents.

(h) This Indenture shall be impressed in the first instance with stamp duty covering an aggregate indebtedness in the amount of





but the Bank shall be and it is hereby empowered at any time or times hereafter (without any further licence or consent of the Borrower and whether before or after sale of the assigned goods or any part thereof) to impress additional stamp duty hereon covering any sum or sums by which the indebtedness hereby secured may exceed the amount of [REDACTED]

it being the intent of these presents that until its discharge the Bill of Sale hereby created shall be a continuing security covering indebtedness from the Borrower to the Bank to such aggregate as the stamp duty impressed hereon will extend to cover. That provided the Borrower shall have duly performed and observed :

(i) the covenants and conditions herein contained on his part to be performed and observed and shall have fully paid to the Bank all moneys hereby secured and payable under this security and all costs and expenses which it may incur in lawfully seizing and removing the assigned goods or any part thereof and any costs which it may in any wise incur in or about the enforcement or realisation of this security then the Bank shall at the request and sole cost of the Borrower cause satisfaction to be entered on the margin of the record of these presents. That where the context allows the expression "the Borrower" shall include beside the said [REDACTED]

(j) his successors transferee(s) and assigns, the expression "the Bank" shall include besides NATIONAL COMMERCIAL BANK JAMAICA LIMITED its successors transferee(s) and assigns, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

IN WITNESS WHEREOF the Borrower has hereunto set his hand and affixed his seal the day and year first hereinbefore written.

Sci-IEDULL

██████████ Rotor Truck
████████████████████
████████████████
██████████████
██████████

I hereby give, National Commercial Bank Sameice 71miued, 2 Duke Street, the authority to roTiseer a charge over the ebove, menticoerl Motor Veh'ez vif Cred't IsItt m,t"oo Scrim {C11S.}

SIGNED, SEALED AND DELi\Vi\ .KED))

by the said ██████████)
in the)

presence of:-)
██████████ - Bank Official of ██████████)

'AMA EA S. S.

[redacted] to the Parish
of [redacted]
of Saint Andrew being duly sworn make oath and say as follows:

1. The above written Indenture made BETWEEN [redacted]
of the ONE PART and NATIONAL COMIMLRC [redacted]
BANK JAMA ICA. LIMITED of the OTHER PART was made and delivered on the 18th day
of [redacted] .19⁹ at to,00 o'clock in the
morning and I was present and did see the said [redacted]

whose name is subscribed to the said Indenture sign, seal and
deliver the same.

[redacted] The said [redacted] resides at [redacted]
[redacted] in the Parish of Saint Andrew

and is a Stores Clerk.

3. The name [redacted] set and
subscribed as the witness attesting the due execution of the said Indenture Li!

the said [redacted] is of my own proper handwriting and I am the
only attesting witness to the due execution of the said Indenture by the said
[redacted] and I reside at [redacted]
in the Parish of saint Andrew in the Island of Jamaica and [am

1 Bank Official.

SWORN to at

in the 1 Parish of

this jth day of 1919

2L before me:


JUSTICE OF THE PEACE W.A.
For the Parish of WASHINGTON IA.

HEAD OFFICE
ASSET QUALITY CONTROL DIVISION

CREDIT

LB 2

98/06/09

Liabilities as at 1998 June 08

Security

*Bill of Sale over [redacted]
[redacted] Valuation Report
Dated 98/02/09 (copy enclosed)*

CLASSIFIED DEBT

Background

granted to purchase and to pay customer's duty; an effective tick that as the security to this loan were held against the debt.

Principal Interest

\$ [redacted]

The truck developed mechanical problems, the expected deposits did not materialise and the branch moved to realise on the security. The truck was involved in an accident and was seized by the Debt Collector before repairs were completed. Since its seizure in September it has been stored at [redacted] and we have not found a purchaser. Requiem cuts

[redacted] visited us and deposited \$ [redacted] to reduce the debt. The money came from a refund of pension contributions amounting to \$ [redacted] received from the [redacted]

[redacted] Cement Company when he resigned. Additionally, he recently acquired a 15-seater passenger bus, which is charged to [redacted] and from which [redacted] earns net income of approximately \$37,000.

We are in receipt of a letter from [redacted] in which they confirm their intention to contract [redacted] to provide haulage services with an average remuneration of \$ [redacted] monthly (copy enclosed).

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



... (PA) ...

V

January 4, 2005

Mr. [REDACTED]
[REDACTED]
St, Catherine

Dear [REDACTED]:

Ori matin ■ Bank	Account #	JAS Balance	US S Balance
National Commercial Bank	[REDACTED]	[REDACTED]	
National Commercial Bank	[REDACTED]	[REDACTED]	
<i>TOTAL BALANCE OUTSTANDING</i>			

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

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

Be advised that legal remedies are being pursued in order to protect our rights and interest in this matter. If we do not hear from you within five (5) business days of the date of this letter you are to direct any further correspondence to Cowan, Dunkley & Cowan, Attorneys-at-Law located at 4 Latham Avenue, Attention: Christopher Dunkley. It is therefore in your best interest to act NOW to resolve this matter in order to avoid the additional costs and legal fees that will be added to the amount already owed.

If you fail to communicate with this office, we will utilize all available collection procedures and legal remedies necessary to recover this debt. Again, it is essential and in YOUR BEST INTEREST to visit our office or call 960-0919 today.

Yours sincerely,
International Asset Services Limited,

FIN#F ... r l



Collections Manager

A handwritten signature consisting of a stylized, cursive script.



LB4

CLAIM FORM

Form [Rule 8.1 (3)]

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA
CIVIL DIVISION



CLAIM NO. _____
[REDACTED]

BETWEEN INTERNATIONAL ASSET SERVICES LIMITED CLAIMANT AND
[REDACTED] DEFENDANT

The Claimant, INTERNATIONAL ASSET SERVICES LIMITED, a company incorporated under the laws of Jamaica with its registered office at 40 Knutsford Boulevard, Kingston 5, in the parish of Saint Andrew claims against the Defendant [REDACTED] of [REDACTED], in the parish of Saint Catherine the sum of [REDACTED] [REDACTED] being the amount due and payable as at the 15th day of April, 2008 by virtue of a Demand Loan Facility received from the National Commercial Bank Jamaica Limited (NCB) by the Defendant on which the said Defendant failed to effect payment on or before the due dates;

	Demand Loan
Amount Claimed	[REDACTED]
Together with interest @62% on the principal sum of \$ [REDACTED] from the 11 th day of March 2003 to the 15 th day of April, 2008. (Rate per diem = \$ [REDACTED])	[REDACTED]
Court Fees	[REDACTED]
Attorney Costs	[REDACTED]
Total Amount Claimed	[REDACTED]

I certify that all facts set out in this Claim Form are true to the best of my knowledge,

information and help

Dated the / day of /ff 2008.

NOTICE TO THE DEFENDANT See

the notes in form IA served with this Claim Form.

This Claim Form must contain or have served with it either a Particulars of Claim or a copy of a court order entitling the Claimant to serve the Claim Form without a Particulars of Claim.

If you do not complete the form of Acknowledgment of Service served on you with this Claim Form and deliver or send it to the registry (address below) so that it is received within FOURTEEN days of service of the Claim Form on you, the Claimant will be entitled to apply to have udginent entered against you. See Rules 9.2(5) and 9.3(1).

The form of Acknowledgment of Service may be completed by you or an Attorney-at-Law acting for you.

You should consider obtaining legal advice with regard to this claim.

This Claim Form has no validity if it is not served within six months of the date below unless it is accompanied by an order extending the same. See Rule 8.14(1)

[SEAL]

The Registry is at King Street, Kingston, telephone numbers (876) 922-8300-9, Fax (876)967-0669. The office is open between 9:00a.m and 4:00p.m. Mondays To Thursday and 9:00a.m to 3:00p.m on Fridays, except on Public Holidays.

Claimant's Signature
[REDACTED] Research Manager
International Asset Services Limited

Dated the day of April 2008.

The Claimant's address for service is at No. 40 Knutsford Boulevard, Kingston 5, St. Andrew,

Filed by International Asset Services Limited the Claimant herein whose address for service is at No.40 Knutsford Boulevard, Kingston 5, in the parish of Saint Andrew.



PRESCRIBED NOTES FOR THE DEFENDANT

FORM 1A [Rule 8.16(1) (c)1

This Form is important

When et this document you should consider :ettin• le al advice. you

ACTION TO BE TAKEN ON RECIEPT OF THIS FORM

The Claimant is making a claim against you in the court, If you do nothing, judgment may be entered against you, That means that the Claimant will be entitled to take steps to enforce payments from you of any money he is clamming and you will have no right to be heard except as to the amount of any costs claimed and the way in which you can pay the judgment unless you apply to set } judgment aside.

WHAT CAN YOU DO

You can:

A. Defend the claim

If you would like to do this you must:

- (i) Complete the form of Acknowledgement of Service and return it to the registry so That they receive it within FOURTEEN DAYS of the date on which you received This Form; and provided that a Particulars of Claim was served on you with the Claim Form, complete the form of Defence, form 5, or submit some other farm of Defence showing why you dispute the claim, giving full details of all the facts on which you intend to rely if there is a trial. This must be delivered or sent to the registry so that they receive it within FORTY TWO DAYS of the date on which you received this Form and a copy must be served on the Claimant's Attorney-at-Law (or the Claimant if he has no Attorney-at-Law) at the given address.

Note, where permission has been given under the rule 8.2 for a Claim Form to be served without a Particulars of Claim, the period for filing a Defence is the period of FORTY TWO DAYS after the service of the Particulars of Claim,

After you have filed your Defence you will be given details of the date, time and place of a case management conference at which a judge will decide what issues have to be determined by the court and give directions about what needs to be done before the case is hied, You must attend that hearing.

B, Admit the whole of the Claim

Complete the form of Ack nowledgrmnet of Service stating that you admit to the Claim and return it to the registry so that they receive it within FOURTEEN DAYS of the date on which you received this Fotm,

If you can pay the amount stated on the Claim Form including fees, costs and Interest you should pay this to the Claimant within FOURTEEN DAYS no further Steps can be taken against you. You must add interest at the daily rate shown from The date stated on the Claim Form,

If you cannot pay this sum in full you may apply to pay by installments. If you wish to do so you must complete form 6 and return this to the court with your Acknowledgment of Service.

C. Admit part of the claim and defend the rest

Complete the form of Acknowledgment of Service stating how much you admit and return it to the registry so that they receive it within FOURTEEN DAYS of the date on which you received this form AND complete the Defence form, form 5.

D. Make a claim against the Claimant

If you would like to do this you must:

- (i) Complete the form of Acknowledgment of Service and return it to the registry so that they receive it within FOURTEEN DAYS of the date on which you received this form; and
- (ii) Provided that a Particulars of Claim was served with the Claim Form, complete the form, complete the form of Defence, form 5, giving details of your defence if any to the claim as under A above and also the claim that you are making against the claimant and return it to the registry so that they receive it within FORTY TWO DAYS of the date on which you received this Form.

Note, where permission has been given under rule 8.2 for a Claim Form to be served without a Particulars of Claim, the period for filing a Defence is the period of FORTY TWO DAYS after the service of the Particulars of Claim,

If you admit the Claim but wish to counterclaim you should say so. If your counterclaim is for a lower sum than the claim, you may pay the difference between the amount that the Claimant claims from you and the amount that you claim from him, directly to the Claimant OR apply to pay the sum by instalments. If you wish to pay by instalments, you should follow the procedure directed under B.

You will then be given details of the date, time and place of a case management conference at which a judge will decide what issues have to be determined by the court and give directions about what needs to be done before the case is tried. You must attend that hearing.

REMEMBER, IF YOU DO NOTHING, JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT ANY FURTHER WARNING.



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PARTICULARS OF CLAIM
IN THE SUPREME COURT OF JUDICATURE OF JAMAICA CIVIL DIVISION

CLAIM NO. [REDACTED]

BETWEEN INTERNATIONAL ASSET SERVICES LIMITED CLAIMANT AND

[REDACTED] DEFENDANT

1. The Claimant was at all material times the successor-in-title to debt contracted as follows;-
 - a) By virtue of a Demand Loan facility extended to the Defendant by the National Commercial Bank Jamaica Limited (NCB) on or about the 18th day of June, 1996, A copy of the Bill of Sale from the said National Commercial Bank Jamaica Limited duly executed by Defendant is exhibited and marked "IAS 1" for identification.
2. The Claimant became successor-in-title to the said debt by virtue of a Deed of Assignment dated March '10, 2003, from Jamaica Redevelopment Foundation Incorporated, a subsidiary of Beale Bank Incorporation of Texas, USA. A copy of the Deed of Assignment is exhibited and marked "IAS 2" for identification.
3. The said Jamaica Redevelopment Foundation Incorporated had acquired the said debts by way of the purchase of the loan portfolio of Financial Sector Adjustment Company Limited (Finsac) on or about the 1st day of November 2001.
4. The said debt formed a part of the loan portfolio acquired by Finsac in or about September 1999.

5. The Defendant Failed to honour the Demand Loan Facility by falling into arrears with payments in respect thereto.

6. That the Defendant's debt balances were assigned to the Claimant as follows:

© Account #	Balance Owing	As at :
[REDACTED]	[REDACTED]	March 11, 2003.
Principal:	[REDACTED]	
Accured Interest:	[REDACTED]	
Fee	[REDACTED]	
Sum Claimed	[REDACTED]	

7. That the Claimant, as successor-in-tide of the said debt has repeatedly formally demanded their repayment.

8. That, despite having received successive demands, and information appurtenant thereto, the Defendants has failed, refused or neglected to repay the sum due and owing.

9. Accordingly, the Claimant is entitled to and claims:

(a) From the Defendant the sum of [REDACTED]
[REDACTED]
[REDACTED]

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

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

(it) from the 11th day of March, 2003; (iii)

to the date of payment or collection;

(iv) the total amount of interest claimed to the date of the claim is:

\$ [REDACTED]

(v) the rate per diem \$ [REDACTED]

(c) Cost and Attorney's Cost (\$ [REDACTED])

I, [REDACTED], Research Manager of the Claimant company, certify that I believe that the facts stated in this Particulars of Claim are true.

Dated the ? *1* day of *fi 1*, 2008.

CLAIMANT
[REDACTED], Research Manager
FOR AND ON BEHALF OF THE CLAIMANT

Filed by International Asset Services Limited the Claimant herein whose address for service is at No.40 Knutsford Boulevard, Kingston 5, in the parish of Saint Andrew.

EXHIBIT "IAS 1"

This is a copy of the Bill of Sale from the National Commercial Bank Limited mentioned in paragraph 1(a) of the Particulars of Claim,

//) \ :-

j,"ICE/0, THE PEACE

NATIONAL COMMERCIAL BANK JAMAICA LIMITED BILL

OF SALE

JAMAICA S. S.

THIS INDENTURE is made the 1 day of *Jiir(-s'*
19 6 BETWEEN [REDACTED]

[REDACTED] in the
PARISH of "saint bra" (hereinafter called "the Borrower") of the
FIRST PART AND NATIONAL COMMERCIAL BANK JAMAICA LIMITED, a
Company incorporated under the Laws of Jamaica and having

32 **Trafalgar Road**, Kingston 10
its registered office at 's/he, Atrium' in the City and Parish of Saint Andrew
Jamaica (hereinafter called "the Bank") of the SECOND PART. WHEREAS :

- (1) The Borrower is the absolute owner, in possession free from encumbrances of the goods, particulars whereof are set out in the Schedule hereto.
- (2) The Borrower is indebted to the Bank and has requested the Bank to allow to *the* Borrower time to repay the sum which the Bank has agreed to do upon the terms and conditions herein contained and hereunder implied and upon having the repayment thereof secured in manner hereinafter appearing,

NOW THIS INDENTURE W I T N E S S E T H as follows:-

- I. In pursuance and in consideration of the premises the Borrower as beneficial owner HEREBY ASSIGNS TRANSFERS AND SETS OVER unto the Bank ALL AND SINGULAR the goods described

in the Schedule hereto together , ar, all attachments, accessories

replacements, improvements and other equipment affixed or attached thereto (hereinafter called the assigned goods") TO HOLD the same unto the Barth its successors and assigns absolutely subject to the proviso for entry of satisfaction hereinafter contained.

2. For the same consideration aforesaid the Borrower HEREBY COVENANTS and agrees with the Bank so long as any moneys due and owing by the Borrower to the Bank shall remain unpaid, as follows: -

(a) To repay to the Bank on demand all moneys as are now or shall hereafter from time to time become owing to

the Bank from the Borrower whether in respect of advances on current account, moneys advanced or paid to or for the use of the Borrower or charges incurred on his account or in respect of negotiable instruments drawn, accepted or endorsed by or on behalf of the Borrower and discounted or paid or held by the Bank either at the Borrowers request or in the course of business or otherwise and all moneys which the Borrower shall become liable to pay to the Bank in any manner or on any account whatsoever and whether any such moneys shall be paid to or incurred on behalf of the Borrower alone or jointly with any other person, firm or company and whether as principal or surety together with interest to the date of payment at the rate of ^{sixty} two per centum (62 J) per annum or at such other rate or rates of interest as the Bank shall from time to time charge and payable at such time or times as the Bank shall from time to time specify together with commission and all usual and accustomed bank charges, law and other costs, charges and expenses.

- (b) That so long as any or all moneys are owing by the Borrower to the Bank the Borrower will not without the written consent of the Bank create any encumbrances of any kind over any of the assets of the Borrower.
- (c) To insure and all times keep insured in the names of the Bank and the Borrower against loss or damage by fire and loss or damage by earthquake, windstorm, lightning, volcanic eruption, hurricane cyclone, tornado, riot, strike, lockout, labour disturbances, explosion and fire arising therefrom respectively, accidental damage, malicious damage, flood and theft or such other risks as the Bank may reasonably require, the assigned goods to their full insurable value to the satisfaction of the Bank in an insurance Office acceptable to the Bank and on demand to deliver to the Bank all such policies of insurance and all receipts and vouchers for the payment of premiums. If default at any time be made by the Borrower in effecting and keeping such insurance, it shall be lawful but not obligatory for the Bank to pay and discharge such premiums in respect of the assigned goods and to charge the amounts so paid to the Borrower, and the Borrower hereby irrevocably appoints the Bank to be the Attorney for the Borrower during the continuance in force of this security to ask demand sue for recover and receive and give effectual discharges for all moneys which may become due and owing or payable to under or in respect of any insurance now or hereafter to be effected on the assigned goods or any of them and the Bank may at its option apply all such moneys towards replacement of the assigned goods or repayment of any and all moneys and other sums payable by the Borrower hereunder and the Borrower further covenants and agrees that he will not do anything which might or have the effect of invalidating any such insurance effected on the assigned

goods.

- (d) At all times during the continuance of this security to keep up, maintain and preserve the assigned goods in good and merchantable order and condition and will not permit or allow the assigned goods or any part thereof to be destroyed or injured or to deteriorate - ate subsequently to the execution of these presents in a greater degree than they would deteriorate by reasonable use and wear thereof or age and will whenever any of the assigned goods are destroyed injured or deteriorated forthwith replace repair and make good the same and any goods and things so substituted for any goods hereby assigned shall be included in this security.
- (e) Save in the ordinary course of use or enjoyment or for the purpose of effecting repairs, not to part with the possession of nor to remove the assigned goods or any part thereof from where the same now are stored or kept or to which (with the consent of the Bank) they may be removed nor in any event to cause or permit the same to be removed from the island of Jamaica without the consent in writing of the Bank first had and obtained.
- (f) At all times during the continuance of this security to pay all rent, rates, taxes and other outgoings payable in respect of any place building or premises wherein the assigned goods or any part thereof be and shall also pay all licence duties and/or taxes assessable on the assigned goods and at all times to produce on demand to the Bank the receipts for such payments of rents, rates and taxes and other outgoings.
- (g) Not to allow any writ of fieri facias or other writ of Execution or distress to be issued levied or taken or distrained upon the assigned goods or any of them and immediately to advise the Bank

if at any time during the continuance of this security any writ be issued or distress be levied taken or distrained upon the assigned goods or any of them or upon the premises on which the assigned goods are stored or kept nor commit or suffer to be committed any act of bankruptcy nor to enter into or negotiate for any composition with creditors or if a body corporate will not permit any order to be made or an effective resolution passed for the winding up of the Borrower or permit a receiver and/or manager to be appointed of the Borrower's Assets or any part thereof or cease or threaten to cease to carry on its business or become unable to pay its debts.

- (h) Not to lease the assigned goods or create or suffer to be erected any mortgage or charge or lien or make any assignment on or of the assigned goods or any of them without the written consent of the Bank first had and obtained.
- (i) To pay to the Bank on demand all costs, charges and *expenses* (on an indemnity basis) incurred or that may be incurred by the Bank or incident to the preparation, stamping and recording of these presents and to the realisation in whole or in part of the security hereby given to the Bank or the enforcement or partial enforcement from time to time of any of its rights hereunder.
- (j) The Bank shall be entitled by its officers, servants or agents aall times during the continuance of this security with or wirJioui workmen, agents or servants to enter upon any premises where the assigned goods or any part thereof shall then be to view, inspect, search and see the state and condition of the *assigned* goods or any part thereof and deacions to and substitutions for the assigned goods or any part thereof with full and free power of ingress egress and redress for such purpose and of all decays

defects and wants of preservation and maintenance found upon such inspection to give or leave notice in writing to the Borrower and

the Borrower will faithfully make good, repair and supply according to any notice given hereunder so as at all times to keep up, maintain and preserve the assigned goods in good order and condition.

- (k) The Borrower and every person claiming by or through him any interest in the assigned goods will at all times at the sole cost of the Borrower execute and do all such assurances and things for the further and better assigning of the said goods unto the Bank and enabling the Bank to obtain possession of the same as may be by the Bank lawfully required.

3 IT IS HEREBY AGREED AND DECLARED as follows that: -

- (a) The Bank may from time to time vary the rate of interest payable by the Borrower hereunder (by increasing or decreasing the same) .
- (b) It shall be lawful for but not obligatory on the Bank to advance and pay all sums of money necessary for the purpose of remedying any breach or non-observance by the Borrower of any of the Borrower's covenants or obligations imposed by the Bank hereunder or implied by Law under the provisions of this security and all moneys so paid and also all costs and expenses incurred by the Bank in relation to any inspection and notice of the repairs or amendments mentioned in paragraph 2(j) hereof shall be repayable on demand being made by the Bank and in the meantime shall be a charge on the assigned goods in addition to the other moneys hereby secured and shall bear interest at the rate aforesaid computed from the time or respective times of paying or advancing the same.
- (c) If at any time during the continuance of this security the Borrower shall be in breach of any of his obligations contained herein then

without any further consent on the part of the Borrower (and whether the money hereby secured shall not be actually due and payable) the Bank may enter and remain upon any premises where the assigned goods or any of them and all additions to substitutions for and replacements in lieu of same may be or believed to be and if necessary may break open doors and windows gates and fences in order to obtain possession thereof and to seize and take away the same and may also at any time after the date of the seizure sell the assigned goods or any part thereof either by public auction or private contract and shall out of the moneys to arise from such sale pay and/or retain in the first place the legal costs and costs and expenses of seizure and travelling expenses for enforcement thereof and all costs and expenses of and incident to such sale or otherwise incurred in relation to this security including all legal costs and clearing charges and shall in the next place apply such m oneys in and towards the satisfaction of all the moneys and liability hereby secured whether the same shall by the terms hereof be then actually due and payable or not and shall pay the surplus (if any) to the Borrower and upon any sale the Purchaser shall not be bound to enquire into the regularity or propriety of such sale.

- (d) Any demand or notice hereunder may be properly and effectually made, given and served on and to the Borrower at any time by letter addressed to him by registered post at his address aforesaid and signed by the Managing Director, the Deputy Managing Director any General Manager, Assistant General Manager, Assistant Manager, Branch Manager, authorised official or Attorney-at-Law on behalf of the bank and every such demand and notice shall be deemed to have been made given and served on the fourth day following the posting thereof and in proving such service it shall

be sufficient to prove that the envelope containing the demand or notice was properly addressed registered and posted at any post office in Jamaica.

- (e) No neglect omission or forbearance on the part of the Bank to take advantage of or enforce any right or remedy arising out of any breach or non-observance of any covenant or condition herein contained or implied shall be deemed to be or operate as a general waiver of such covenant or condition or the right to enforce or take advantage of the same in respect of any breach or nonobservance thereof either original or recurring.
- (f) This security shall not be affected by nor affect any other security which the Bank may now or hereafter hold from the Borrower and the Bank shall be at liberty to realise the securities in such order and manner and to apply and appropriate any moneys at any time or times paid by or on behalf of the Borrower or resulting from a realisation of this or any other security or any part thereof to such account or item of indebtedness in such sequence priority and order as the Bank may in its absolute discretion, from time to time determine any, direction from the Borrower to the contrary notwithstanding.
- (g) The Borrower hereby authorises and empowers the Bank to fill up and complete any documents signed by the Borrower and delivered to the Bank and which may be necessary to be filled up and completed in order to effectually transfer the assigned goods or any part thereof to a purchaser in the event of the Bank exercising its power of sale under these presents.
- (h) This Indenture shall be impressed in the first instance with stamp duty covering an aggregate indebtedness in the amount of





5/28/10

but the Bank shall be and it is hereby empowered at any time or times hereafter (without any further licence or consent of the Borrower and whether before or after sale of the assigned goods or any part thereof) to impress additional stamp duty hereon covering any sum or sums by which the indebtedness hereby secured may exceed the amount of [REDACTED]

it being the intent of these presents that until its discharge the Bill of Sale hereby created shall be a continuing security covering indebtedness from the Borrower to the Bank to such aggregate its the stamp duty impressed hereon will extend to cover.

(i) That provided the Borrower shall have duly performed and observed all the covenants and conditions herein contained on his part to ho performed and observed and shall have fully paid to the Bank all moneys hereby secured and payable under this security and all costs and expenses which it may incur in lawfully seizing and removing the assigned goods or any parr thereof and any costs which it may in any wise incur in or about the enforcement or realisation of this security then the Bank shall at the request and sole cost of the Borrower cause satisfaction to be entered on the margin of the record of these presents. That where the context allows the expression the Borrower" shall include beside the said [REDACTED]

(l) his successors transferee(s) and assigns, the expression "the Bank" shall include besides NATIONAL COMMERCIAL BANK JAMAICA LIMITED its successors transferee(s) and assigns, the singular shall include the plural and vice versa and the masculine shall include the feminine and r.e

IN WITNESS WHEREOF the Borrower has hereunto set his hand and affixed his seal the day and year first hereinbefore written.

SCHEDULE

[REDACTED] Motor Truck
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

I hereby **Wiy** National Commercial Bank Jamaica Limited, **2** Duke Street, die authority to register a charge over the above-mentioned Motor Vehicle **Car** Information Services (C.I.S.).

SIGNED, SEALED AND DELIVERED

by the said [REDACTED]

1

in the

presence of:-

[REDACTED] - Bank Official of [REDACTED]

AMAIOA S. S. I,

of [redacted] Kingston 20 In the Parish
of Saint Andrew being duly sworn make oath and say as follows:

1. The above written Indenture made BETWEEN [redacted]
of the ONE PART and NATIONAL COMMERCIAL
BANK JAMA ICA. LIMITED of the OTHER PART was made and delivered on the
(81 day of [redacted] 19'/C at 10,00 o'clock in the
morning and I was present and did see the said [redacted]
whose name is subscribed to the said indenture sign, seal and
deliver the same.

[redacted] The said [redacted] resides at [redacted]
[redacted] in the Parish of saint Andrew
and is a Stores Clerk.

3. The name [redacted] set and
subscribed as the witness attesting the due execution of the said Indenture by the said
[redacted] is of my own proper handwriting and I o the.
only attesting witness to the due execution of the said Indenture by the said
[redacted] and I reside at [redacted]

in the Parish of Saint Andrew in the Island of Jamaica and I am
a Bank Official.

SWORN to at

in the Parish of _____
this 1st day of _____

19 y before me:

*GL
OF THE PEACE
ERROL HALL
JUSTICE OF THE PEACE
For the Parish of KINGSTON JA.

EXHIBIT "IAS 2"

This is copy of the Deed of Assignment mentioned in paragraph 2 of the



EVERTON BRYAN



JUSTICE OF THE PEACE

Particulars o E Claim.

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the nth day of March, 2003.

BY: JAMAICAN REDEVELOPMENT FOUNDATION, INC., a company formed in Texas and having its home offices at 6000 Legacy Drive, Plano, Texas 75024 in the United States of America and registered in Jamaica as an overseas company with its address for service in Jamaica being Trevor Deleon c/a Nunes, Schoelefield, Deleon & Co. Attorneys t..Law, 6A Holborn Road, Kingston 10 in the Parish of Saint Andrew (hereinafter "the SELLER").

AND: International Asset Services or its nominee (hereinafter the PURCHASER").

NOW THIS DEED WITNESSETH as follows:

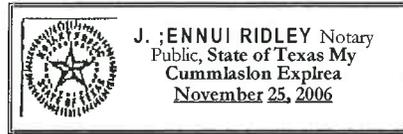
- I. In this Deed of Assignment, the expressions "Purchase Price" and "Interest in Receivables" shall have the meanings respectively ascribed to them in the Agreement for Sale and Purchase of Interest in Receivables between the parties dated the 'Ph day of March, 2003 (hereinafter called the "Agreement").
lb
2. In pursuance of the Agreement and in consideration of the Purchase Price and additional amounts paid or agreed to be paid by the PURCHASER to the SELLER, the SELLER as beuaaiicai owner HEREBY ASSIGNS to the PURCHASER all of the SELLER'S right, title and interest in and to all the Interest in Receivables described in Exhibit "A" attached hereto, TO HOLD same unto the Purchaser absolutely. The assignment of the SELLER'S Interest in Receivables is made without recourse of any kind and without representation or warranty, express or implied, of any kind, and on an AS-IS, WHERE-IS, W I T H ALL FAULTS basis.

IN WITNESS whereof this Deed of Assignment has been duly executed and delivered by the SELLER under its common seal in accordance with the Articles of Association.

EXECUTED on behalf of JAMAICAN) REDEVELOPMENT FOUNDATION, INC.)
by [REDACTED], Vice President)
) in the presence of:)

VP

J. Ennui Ridley
NOTARY PUBLIC



EXECUTED on behalf of INTERNATIONAL)

[Signature]

in the presence of:
[Signature]
Witness

SCHEDULE

1. Blaise Trust and Merchant Bank
2. Citizens Building Society
3. Citizens Bank
4. Citizens Merchant Bank Limited
5. Century Entities
6. Eagle Entities
7. Eagle Permanent Building Society
8. Horizon Entities
9. Ifool Leasing Company limited
10. Island Life Merchant Bank
11. Island Victoria Bank Limited.
12. Island Victoria Investment & Finances Limited
13. Jamaica Citizens Bank
14. Mutual Life
15. Mutual Security Bank
16. National Commercial Bank Jamaica Limited
17. National Commercial Trust & Merchant Bank Limited
18. National Commercial Bank Jamaica Limited
19. Victoria Mutual Investments Limited
20. Workers Savings and Loan Bank



ACKNOWLEDGEMENT OF SERVICE OF CLAIM FORM
FORM 3 [Rule 8.16(1)(a)]

IN THE SUPREME COURT OF JUDICATURE OF JAM

CLAIM NO. [REDACTED] AND

MAY 05 2009 **

BETWEEN INTERNATIONAL ASSETS SERVICES LIMIT

SC
ED

WARNING: If this form is not fully completed and returned to the registry at the address below within FOURTEEN DAYS of service of the Claim Form on you, the Claimant will be entitled to apply to have the judgment entered against you. See Rules 9,2(5). and 9.3(1). If he does so you will have no right to be heard by the court except as to the costs or the method of paying any judgment unless you apply to set judgment aside.

1. Have you received the Claim Form with the above claim number?

YES/NO

2. If so, when?

25/4/09

3. Did you also receive the Claimant's Particulars of Claim?

YES/NO

4. If so, when?

75 14fl v?

5. Are your names properly stated on the Claim Form?

YES/NO

If not, what are your full names?

6. Do you intend to defend the claim?

YES/NO

If so you must file a Defence within 42 days of the service of this claim on you.

Do you admit to the whole of the claim?

YES/NO

If no you should consider to either:

See Rule 10.3(1)

- (a) pay the claim directly to the Claimant or his attorney-at-law, or
- (b) complete the application form to pay the claim by instalments.

If you pay the whole claim together with the costs and interest as shown on the Claim Form within 14 days, you will have no further liability for costs.

8. Do you admit any part of the claim? If you do you may -

YES NO

- (a) pay the money that you admit directly to the Claimant or his attorney-at-law, or
- (b) complete the application form to pay lum by instalments

9. If so how much do you admit?

If you dispute the balance of the claim you must also file a Defence within 42 days of service of the Claim Form on you or judgment may be entered against you for the whole amount claimed.

10. What is your own address?



11. What is your address for service?

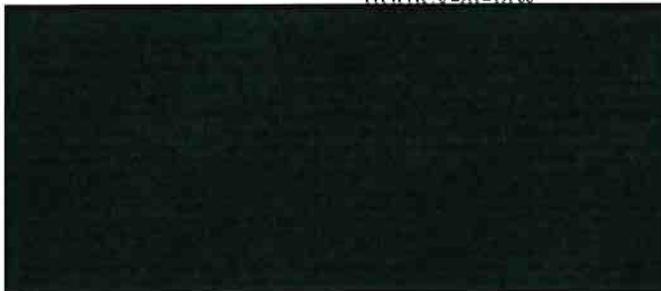
If you are acting in person you must give an address to which documents may be sent either from other parties or from the court. You should also give your telephone number and fax number if any.

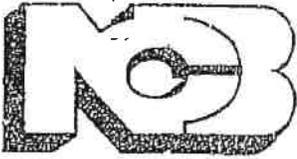


Dated 5th day of May 2008.

Signed 
.....
(Defendant in Person) [Defendant's
attorney-at-law

Filed by





**NATIONAL
COMMERCIAL
BANK**
JAMAICA LIMITED

Re:

*Returned
uncollected
09/13/97*



It is important to get the money to get the debt cleared.

~~1996 December 16~~

Ordinary Loan ---
Account No. 131064713
Balance As At
96/12/12- _____ \$387,375.41

Your loan is 173 days overdue for full repayment and there is no evidence of your efforts to settle same.

We therefore formally demand that the outstanding principal and interest totalling \$ [REDACTED] be immediately paid in full, This amount is itemized as follows:-

Principal	\$ [REDACTED]
Interest	\$ [REDACTED]

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

Kindly note that if no response is forthcoming within 15 days of the date of this letter, we will proceed to realize the security.

Yours faithfully,

[REDACTED]
MANAGER'S ASSISTANT

2 DUKE STREET, P.O. BOX 517, KINGSTON,
TELEGRAPHIC ADDRESS: NATDUKE TEL: 922-8885-8

[REDACTED]

Dear [REDACTED]

1997 August 15

M Q U j NZ**AK A-Co2fL40 0101_

Mr. [REDACTED]

Dear [REDACTED]

U]U_DMAU {}VEfL-1*}*_*T**PER.MUM_

The' bearer of this letter who is acting on our behalf, has been authorized to collect the sum of [REDACTED] plus interest of [REDACTED] and their fees in respect of your indebtedness to us or alternatively repossess the motor vehioA^r, charged.

Interest continues to accrue at a rate of 60 % per annum on the Principal and 45% per annum on the Interest for the time being from the date hereon. We anticipate your co-operation on the matter.

Yours faithfully,

[REDACTED]
MANAGER

1998 November 18

The Manager
Transport Authority
119 Maxfield Avenue
Kingston 10

Dear Sir

[REDACTED]

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

As security we hold [REDACTED] Therefore, due to the suspension of his licence, he is unable to meet his monthly payments.

Yours faithfully

[REDACTED]

Senior Credit Officer

B 9

1998 December 07

[REDACTED]

St Catherine

Dear [REDACTED]

Liabilities as at 1998 December 04

*Principal
Interest*

[REDACTED]

We refer to our meeting on 1998 December 03 between yourself and [REDACTED] and reiterate that the debt is to be reduced by monthly payments of [REDACTED] commencing December 30,

Failure to comply will leave us with no alternative but to realise the security being held.

Yours faithfully

[REDACTED]

CREDIT OFFICER

LB 10 -



NATIONAL COMMERCIAL BANK (JAMAICA) LIMITED

HEAD OFFICE BRANCH

ASSET QUALITY CONTROL DIV

DEPT

THE MANAGER

RETURN TO

SUBJECT

**CLASSIFIED DEBT
SOLD TO RECON TRUST LIMITED**

DATE 98/12/15

[REDACTED]

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

Please proceed accordingly keeping us fully apprised of all developments

[REDACTED]

ASSISTANT GENERAL MANAGER

/c

att

NATIONAL COMMERCIAL BANK
JAMAICA LIMITED
54 KING STREET, KNOX IA
MAIL 17 DEC 1998 ROOM
RECEIVED
ANSWERED

P')

To Miss Gentry
NCB Credit Dept
54 King St.

Rec'd

99.1.4
J



Re Debt to NCB.

I have received your letter and note with
concern the situation. You have been most helpful
to me of which I am most grateful.

However, since I paid you the last money I
have not worked the truck because my license is
suspended. I should see the minister of transport
by the 14/1/99 at that time I expect to have the
situation resolved. In the meantime I have identified
a temporary driver for the truck to start 6/1/99.

Since I have your letter I have started to
put some money together but I owe money on the
truck insurance. I had to pay [redacted] to get a cover
note as I can't license and pass the truck so that it is
fully road worthy for this driver.

Based on these facts I am asking you to give me
until 30/1/99. I will start paying \$ [redacted] per week
~~from the proceeds from the bus asset when I collect~~
~~the pay cheque from the truck I will pay this~~
balance of the installment.

yours truly



1999 February 22

[REDACTED]
Catherine

National Commercial Bank Jamaica Limited, having its registered office at "The Atriums", 32 Trafalgar Road, Kingston] 0, in the parish of Saint Andrew, hereby gives you formal notice that you are required to pay to the Bank at this Branch by 1999 March 12, the sum of [REDACTED] (\$ [REDACTED]) plus interest and bank charges, in respect of your liabilities.

Interest will continue to accrue at the rate of 25% per annum, for the time being, with monthly rests.

For and on behalf of National Commercial Bank Jamaica Limited.

ORIGINAL SIGNCD pY

[REDACTED]
ASSISTANT MANAGER

(18)



GLOBAL [REDACTED] (J)
OF [REDACTED] T

72 OCEAN BOULEVARD, SHOP BB, P.O. BOX 507, KINGSTON,
AM J17-161-(B-7-'x9 2-4-9 0 23-O-R-92 9023

May 3, 1999

National Commercial Bank 54
King Street Kingston.

ATTENTION: [REDACTED]

Dear Sirs,

RE: [REDACTED] MOTOR TRUCK
[REDACTED]

Acting upon your instruction of 25th March, 1999, on the
12/04/99, we made contact with your customer, who spoke with
your [REDACTED] and promised to reduce the liability.

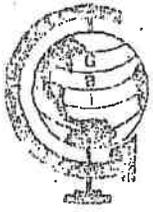
Kindly advise whether you have received the payment.

Yours faithfully,
GLOBAL INVESTIGATIONS

[REDACTED]

Director.

17



Global Bureau OF INVESTIGATION

17 OCLF, 11 I: OFILE 311: 11' #1, F.I; 10; 1
JA 11VICI V/ L, ICI (Lr 10 'F 5'

June 15, 1999

National Commercial Bank
54 King Street
Kingston.

ATTENTION: MR. RICHARD PATTERSON

Dear Sirs,

RE: [REDACTED] MOTOR TRUCK
[REDACTED]

Following your, instructions of 25th March, 1999 regarding the captioned account, we now formally advise that on the 12th April, 1999, we met with the customer and pressed him for the Bank's funds_

*- ' The debtor immediately telephoned your ls. [REDACTED] and promised to visit the Bank to deal with the liability.

We were subsequently informed that the customer reduced the,, debt by \$ [REDACTED]

Our fee is TWO THOUSAND DOLLARS (\$2,000.00).

Yours faithfully,
GLOBAL BUREAU OF INVESTIGATION

a

co

*Debtor pay
\$ 2000*

r-

(.
L...-SC-

,,: :D. O\VCN CAM i'L'C:LL, VALTE 1;`

L.P. 16 ✓



17 Roosevelt Avenue, Kingston 6, Jamaica, WI.
Telephone: (876) 978-9871.9 Fax: (876)
978-6052

TAX INVOICE
GCT REG. NO.

Commercial Bank
King Street,
Box 120, Kingston

Invoice Number 15015100 - 15354
Invoice Date 18 Jan, 2000
Due Date 18 Jan, 2000

Type: [Redacted] Insured: National Commercial Bank
Vehicle Info: [Redacted] Your Ref.:
Truck Valuation

Charges are as follows:-

Unit	Description	Unit Cost	Currency : IAS Extended Cost
6	Truck Valuation	51,304.35	11,304.35
	Road mileage (per Miles)	525.00	\$150.00

AND AND CONDITIONS OF SERVICE

.II Invoice must be paid by the due date
II queries regarding this invoice should be made within 2 working days of receipt
late payments will attract an additional fee of 6D% p.a. on the outstanding balance computed monthly
RETURNED cheques will attract a charge of \$150.00

Sub Total	\$1,304.35
Tax	\$195.65
Non-Taxable	\$150.00
Grand Total	\$1,650.00

c

M/C# 070865
4/1/P 8/2/00

f 13 ca... 1,12 r

LB 17

The Manager

WCB - 54 King St

Dear Sir

This serves as my bid tendered
to purchase  Truck for \$120,000

Yours *,zt

Aa--t,

SOLD TO RECON TRUST LTD.

54 KING STREET

CREDIT

11-FAD OFFICE
ASSET QUALITY CONTROL DIVISION
Attention: Mr. Frederic Ekler

2000 03 09

CLASSIFIED DEBT

Liabilities as at 2000 February 29

Security

Principal
Interest

[REDACTED]

[REDACTED]

Truck, GMV

Valuation Report dated 2000 01 16

We advise that a bid [REDACTED] by Mr [REDACTED] was made for the above
stated security, which was repossessed and is being stored [REDACTED]

Valuation Report forced, sale value of [REDACTED] and the fact that no other
offers have been made on this vehicle since repossession some months ago, we
strongly recommend acceptance

that we may proceed with the sale


MANAGER

Encl.

[REDACTED]

LB 19 13



NATIONAL COMMERCIAL BANK JAMAICA LIMITED

ASSET QUALITY CONTROL DIVISION
REPOSSESSED ASSETS UNIT

54 KING STREET BRANCH



RETURN TO

SUBJECT CLASSIFIED DEBT

DATE 2000/03/14

[REDACTED] RUCK

Copy of your facsimile dated the 9th instant refers

We confirm that you may accept the offer of [REDACTED] from [REDACTED]
[REDACTED] for the captioned motor vehicle.

[REDACTED]

ACTG ASSISTANT GENERAL MANAGER

/ka



1. SENDER forward in original only if no reply needed
2. SENDER forward in duplicate if reply needed
RECIPIENT: reply above and return duplicate retaining original

B 20

2000 March 17

The Commissioner
Inland Revenue Department 1
King Street
KINGSTON

Dear Sir

[REDACTED] MOTOR TRUCK
[REDACTED]
[REDACTED]

IN THE NAME' OF [REDACTED]

National Commercial Bank Jamaica Limited is the holder of Bill of Sale dated 1996 June 18, given by [REDACTED] over the above-mentioned vehicle, A copy of the said Bill of Sale is attached,

The Bank has exercised its Power of Sale conferred by the said document and sold the vehicle to [REDACTED] on a "rs is, where is" basis,

The Bank is desirous of transfè-i, ing the vehicle to the said [REDACTED], on the said basis and is requesting the Collector of Taxes, Kingston to register the said transfer.

We have authorised [REDACTED] of National Commercial Bank Jamaica Limited to act on our behalf

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

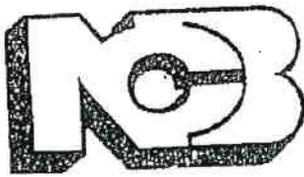
Yours faithfully

cL\f

[REDACTED]
OPERATIONS MA NA GER

CH/pt

-att



NATIONAL
COMMERCIAL
BANK
JAMAICA LIMITED

54 KING STREET, P.O. BOX 120, KINGSTON
TELEGRAPHIC ADDRESS: NATKING TEL: 022.3040-9, 022.X.50-2922.50.5

E-mail: ncbinfo@ncb.com
Web site: http://www.ncb.com

00-41

6 Waltham Terrace
Kingston 10

Motor Truck.

B2 -

We have

[Redacted]

motor truck on
a basis.

captioned
U, whose

In acknowledgement to the foregoing
be signed return the attached
copy letter.

Yours faithfully

[Redacted]

[Redacted]

4.14.



2000 April 25

[REDACTED]

St Catherine

Dear [REDACTED]

Liabilities as at 2000-04-15

Principal [REDACTED]
Interest [REDACTED]

We advise that the [REDACTED] motor truck held as security for facilities extended was sold on 2000 April 14 for [REDACTED] and the proceeds applied as follows:

- A 5% commission to [REDACTED] plus GCT [REDACTED]
- A To reduce principal [REDACTED]

The residual balance now payable is shown at caption.

Please let us have your proposal to repay the shortfall by 2000 May 22 failing which we will institute legal action.

Interest continues to accrue at 25% per annum for the time being.

Yours sincerely

[REDACTED]

MANAGER



54 KING STREET, P.D. BOX 120, KINGSTON
TELEGRAPHIC ADDRESS: NATKING TEL: 022.3940-9, FAX: (076) 922-5021

www.ncb.com.jm

HL

00-7-17

Received from NCB 54 King Street
the following document
Motor truck ✓

3

00.7.17.

- motor vehicle registration
- Certificate of Fitness.
- Certificate of Title

In acknowledgement please sign below





International Asset Services, Ltd.

40 Knutsford Boulevard, Dyoll Building, Ground floor, Kingston 5, Jamaica. WA.
Tel (876) 960-0919 1 2815 1 7949 * Fax (876) 926-3619

May 8, 2003

[REDACTED]

St. Catherine,

Dear [REDACTED]

RE: CREDIT CARD ACCOUNT S - [REDACTED]

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

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

Ow records show that your account balance as at May 8, 2003 - \$ [REDACTED] & \$ [REDACTED]

We wish to speak with you about this matter, but we were unable to reach you by phone. Please call office nos. 960-0919, 960-2815 & 960-7949.

It is our desire to arrive at an early amicable settlement; however, how'the matter is treated hereafter is entirely dependent on your response.

Directors; Brent M. Ciurlino, Steve D' Agostino, Roderick Heaven

[REDACTED]
Kingston, Jamaica

Research Manager
International Asset Services Limited
40 Knutsford Blvd.,
Kingston 5

Dear Sirs,

Re: Claim No. [REDACTED]
International Asset Services Ltd. v [REDACTED]

I have been asked to appear on behalf of the Defendant herein.

I am presently receiving instructions in order to file a Defence herein. I write to ask that you take no steps in default within the next 14 days while I complete my instructions,

Yours faithfully,

[REDACTED]
KMPIbd

c.c. [REDACTED]



LB 26

June 25, 2008



Dear Madam:

RE: Claim # [REDACTED]
International Asset Services Limited v [REDACTED]

1. In response to your letter dated June 23, 2008 we are providing you with the various correspondences in relation to Mr. L. Bailey and his indebtedness from March 3, 1996 to May 8, 2003.
2. The statement dated June 24, 2008 shows sporadic payments he made towards his indebtedness in the past from March 29, 1995 to April 14, 2000 to National Commercial Bank.
 - a. The original amount owing was assigned to us in 2000 but based on our Deed of Assignment we started applying charges to the debt from March II, 2003,
 - b. On June 24, 2008, interest has accrued to \$ [REDACTED]
 - c. Even though [REDACTED] has not made any payments to International Asset Services Limited do date, we have been courteous in reducing the total balance owing by the past evident payments on his file,
3. The proposal in our letter dated June 10, 2008 is still being offered to you, Again, we hope that it will be acceptable and we await your prompt response,

Please do not hesitate to contact me at 960-09191960-2815 if you have any questions, faithfully

[REDACTED] Legal

Manager.



.04

BR. 10. ACCOUNT NUMBER

DATE

CHEQUE(S)		CASH	
		NOTES	
		x \$ 500	
		x \$ 100	
		x \$ 50	
		x \$ 20	
		x \$ 10	
		COIN(S)	
TOTAL CHEQUES FROM REVERSE		TOTAL CASH	
		TOTAL CHEQUES	
		TOTAL \$	1 = 201

TRANS. CODE

M

IT

BRANCH

PARTICULARS

Customers are requested to cross cheques, postal and money orders before paying in.

Customers are advised that the Bank reserves the right at its discretion to postpone payment of cheques drawn against uncleared effects which may have been credited to the account, Verified as to cash only

Paid in by _____ CREDIT ACCOUNT OF

COM 7 Rev, 8/96



Customers are requested to cross cheques, postal and money orders before paying in.

Customers are advised that the Bank reserves the right at its discretion to postpone payment of cheques drawn against uncleared effects which may have been credited to the account.

BRANCH

PARTICULARS

Verified as to cash only

Paid in by _____

CREDIT ACCOUNT OF

COM 7 Rev. 8/96

BR. 10, ACCOUNT NUMBER TRANS. CODE

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DATE

CHEQUE(S)		CASH	
		NOTES	
		x \$ 500	
		x \$ 100	
		x \$ 50	
		x \$ 20	
		x \$ 10	
		COIN(S)	
TOTAL CHEQUES FROM REVERSE		TOTAL CASH	
		TOTAL CHEQUES	
		TOTAL \$	





BRANCH

Customers are requested to cross cheques, postal and money orders before paying in.

Customers are advised that the Bank reserves the right at its discretion to postpone payment of cheques drawn against uncleared effects which may have been credited to the account.

Verified as to cash only

Paid in by

v

RECEIVED

COM 7 Rev. 8/96



NATIONAL COMMERCIAL BANK JAMAICA

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TOTAL CASH

TOTAL CHEQUES

TOTAL \$

BR.ID, ACCOUNT NUMBER TRANS, CODE

[Redacted]

DATE

8

CHEQU615)

CASH y

PARTICULARS [|

[Redacted]



BRANCH
PARTICULARS

Customers are requested to cross cheques, postal and money orders before paying in.

Customers are advised that the Bank reserves the right at its discretion to postpone payment of cheques drawn against uncleared effects which may have been credited to the account.

Verified as to cash only

Paid in by

CREDIT ACCOUNT OF
COM 7 Rev 8/96

DATE		CASH	
NCB	CHEQUE(S)	NOTES	
NCB	1775	\$ 500	2000
BOCART	3273	\$ 100	
		\$ 50	
		\$ 20	
		\$ 10	
		COIN(S)	
		TOTAL	2000
TOTAL CHEQUES FROM REVERSE		CASH	
	1775	TOTAL CHEQUES	1775
		TOTAL \$	2000

Patricia
Paid in by
CREDIT ACCOUNT OF *Merlin Bailey*



BRANCH
PARTICULARS

Customers are requested to cross cheques, postal and money orders before paying in.

Customers are advised that the Bank reserves the right at its discretion to postpone payment of cheques drawn against uncleared effects which may have been credited to the account.

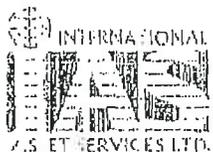
Verified as to cash only

Paid in by

CREDIT ACCOUNT OF
COM 7 Rev 8/96

DATE		CASH	
NCB	CHEQUE(S)	NOTES	
NCB	1775	\$ 500	2000
BOCART	3273	\$ 100	
		\$ 50	
		\$ 20	
		\$ 10	
		COIN(S)	
		TOTAL	2000
TOTAL CHEQUES FROM REVERSE		CASH	
	1775	TOTAL CHEQUES	1775
		TOTAL \$	2000

Patricia
Paid in by
CREDIT ACCOUNT OF *Merlin Bailey*



August 1, 1980

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WITNESS STATEMENT OF [REDACTED]

1. My name is [REDACTED] and I reside at [REDACTED] St. Catherine. [REDACTED]
2. In 1996, I took a loan of \$ [REDACTED] from National Commercial Bank, (NCB) Duke Street branch. At the time of securing the loan, I signed a document - it was a Bill of Sale -- "[REDACTED]". I did not really read it. I signed based on the manager's assurance to me during the course of our discussion that the terms of our discussions would be contained in the documents.
3. Based on our discussions, the loan would be approved for the purchase of an engine for a [REDACTED] truck. The repayment plan was such that I would pay sums on account of the interest charges as I earned money from operating the vehicle. At the time I was a haulage contractor. I cannot recall there being any requirement that I pay a set monthly sum. I cannot recall signing any document to that effect.
4. The loan amount of [REDACTED] was disbursed to me within a very short time after I applied for it. Upon my request, it was converted to United States dollars at the very same time. I proceeded abroad to purchase the engine, In fact I bought an entire truck.
5. When it arrived in the island, I was required to pay [REDACTED] to clear it. I applied to my credit union for a loan for this purpose. However, this loan would take a little more time to process than a normal bank loan would. As I was told that it would not be wise to leave the cargo on the wharf for too long as persons may steal it, I went back to NCB and borrowed another [REDACTED] with the firm understanding that I would repay that sum as soon as the loan from the credit union came through.
6. As per the arrangement, when the loan from the credit union came through, I went straight to the bank (NCB) and paid it.
7. The Bill of Sale was attached to the court documents which were served on me in 2008. I know I may have signed it at some time during the course of my negotiations with NCB for the first or the second loan. It is to be noted that the address indicated in the Bill of Sale is [REDACTED] [REDACTED]. That was my address at the time I opened my account at NCB in the 1980s. At the time of taking out the loan my address was [REDACTED] [REDACTED] St. Catherine. NCB had been notified of and had recorded this change. I do not know at what point the date was inserted in the Bill of sale but I presume that it

was after I borrowed the second amount of [REDACTED] because the loan amount indicated in the document is [REDACTED]. I also noticed when I looked at this document that the initial interest rate was 62%.

8. Within about one month of taking out the loan of [REDACTED], I started to make payments towards the interest as agreed.
9. By 1997, I could barely service the loan because interest rate sky rocketed so that my payments were not making a significant impact on the debt and my expenses to maintain the truck also skyrocketed.
10. The truck was seized in 1997 and remained in the car lot for almost one year.
11. In 1998, I went to **NCB** and negotiated with them for the return of the truck. Based on our negotiations I was to make a lump sum payment of [REDACTED] on account of the debt whereupon the vehicle with the understanding that I would thereafter make monthly payments of [REDACTED]. I note that this arrangement is essentially reflected in what appears to be an internal memorandum dated **98106109** generated by the bank. "[REDACTED]" I came by this document as it was attached to some papers which my attorney gave me. I notice that its contents do not seem to acknowledge that as at **98106109** I had repaid the amount of [REDACTED] which I had taken out as a second bridging loan to pay customs duty on the engine. As I have said before, I had repaid this in **one** payment after a loan I had applied for from the credit union for this purpose was approved and disbursed. I also *note that that* memorandum reflects *that as of 8th June, 1998*, the principal amount of the loan was \$ [REDACTED] and interest was \$ [REDACTED]. Based on that memorandum, as of **June 8, 1998** my total liability was \$ [REDACTED]. I borrowed \$ [REDACTED] in about **May, 1996** and another \$ [REDACTED] within another month or so. Yet, having made payments towards the loan including the payment of \$ [REDACTED] to liquidate the second amount, **NCB's** records reflect that within about two years I was owing more than three times the original principal amount. I have never understood how these figures have been arrived at.
12. After I made the arrangement with **NCB** and paid the sum of \$ [REDACTED] in 1998 (maybe about June of that year) I could not commence the agreed monthly payments for a while because **NCB** was unable to return the truck to me immediately. While it was being kept in the bank's custody, the windscreen was broken and the battery was stolen. I had to wait quite some time for the bank to pay me the sum required to fix the truck so I could start working it again.

13. When I eventually got back the truck, I suffered several setbacks and was not able to sustain the payments. NCB seized the truck again in late 1999. (NCB had instructed me to make a cash payment of \$ [REDACTED]. I indicated that I could not make this payment. I was then told to take the truck to Cars R Us, which I did. Thereafter I received no correspondence from NCB.
14. In 2005, I received a letter dated January 4, 2005 from International Asset Services Limited (IAS) - "[REDACTED]" stating that I owed \$ [REDACTED] and \$ [REDACTED]. To me, these sums bore no relationship to the two small amounts I borrowed in 1996 and the account numbers quoted in that letter were not familiar to me.
15. I did not respond to this letter. I was broke and broken down.
16. The next time I heard anything about my loan at NCB was some time in April, 2008 when I received court papers from International Asset Services Limited claiming that I owed the sum of \$ [REDACTED]. Copies of the Claim Form and Particulars of Claim are exhibited and marked "[REDACTED]". Attached to the Particulars of Claim were: a copy of the Bill of Sale dated 18th June, 1996 which I had signed, a copy of a Deed of assignment made 1st March, 2003 with a schedule.
17. I filled in and filed at the Supreme Court the Acknowledgment of Service - "[REDACTED]" signaling that I intended to defend the claim.
18. After this, I attended some meetings which were held by some persons who had been adversely affected by FINSAC and one of the persons there referred me to a lawyer.
19. I went to a lawyer who wrote letters to International Asset Services Limited (IAS) on my behalf. I had asked her to get from LAS a statement of my account and records with respect to my loan.
20. My attorney produced to me:
- a. Copy letter dated December 16, 1996 addressed to me at [REDACTED] [REDACTED]. (" [REDACTED]" I have been living at [REDACTED] since 1993. NCB had this address on my record from the time I took out the loan. In any event, I have never lived at [REDACTED]. My address prior to the one I now have was [REDACTED]. I never received that letter.

- b. Copy letter dated August 15, 1997 addressed to me at [REDACTED]
[REDACTED] I have never lived at this address. I have never lived at that address. I did not receive that letter.
- c. Copy letter dated November 18, 1998 from NCB's [REDACTED] o
Transport Authority- ([REDACTED])
- d. Copy letter dated December 7, 1998, from NCB's [REDACTED]
addressed to me at [REDACTED], St. Catherine.
- ("REDACTED"). I note that it states that as at December, 1998, the principal debt was stated to be \$[REDACTED] and interest was \$[REDACTED]. I do not understand this as even when the truck was seized in 1999, the principal debt was \$[REDACTED].
- e. Memorandum dated 15/12/1998 from NCB's Asset Quality Control Division to "The manager"- [REDACTED]"
- f. Copy letter dated 411199 from me to NCB - "[REDACTED]".
9. Notice dated February 22, 1999. "[REDACTED]". I cannot recall having received this letter.
- h. Copy letter dated March 25, 1999 addressed to Global Bureau of Investigation - "LB 13".
- i. Copy letter dated May 3, 1999 from Global Bureau of Investigation to NCB - "[REDACTED]".
- j. Copy letter dated June 15, 199 from Global Bureau of Investigation to NCB - "[REDACTED]".
- k. Invoice dated 18th January, 2000 from MSC to NCB - "[REDACTED]". - **NB. I have never seen the valuation to which this invoice relates or any valuation done by NCB after the truck was seized the second time.**
- l. Handwritten, undated bid to purchase truck for \$[REDACTED], signed by [REDACTED] - "[REDACTED]"
- m. Copy memorandum dated 2000 - 03- 09 from NCB's Asset Quality Control Division - [REDACTED]

- n. Copy memorandum dated 2000/03/14 (internal) from NCB - "[REDACTED]"
- o. Copy letter dated March 17, 2000 from NCB to Inland revenue Department - "[REDACTED]".
- . Copy handwritten letter dated 00. 4.14 from NCB to [REDACTED] indicating acceptance of bid - "[REDACTED]".
- p. Copy letter dated April 25, 2000 from NCB to me - "[REDACTED]". I cannot recall ever seeing this letter.
- r. Copy handwritten receipt dated 171700 from [REDACTED] to NCB - "[REDACTED]" - I must point out that I had taken the papers for the truck to [REDACTED] in 1999 when I delivered the truck to them.
- s. Copy letter dated May 8, 2003 from IAS to me - "[REDACTED]". To the best of my recollection I did not get this letter. That letter states that I had two credit card accounts with NCB. **I have never had credit card accounts with NCB.** Further, I only had one loan at NCB - the loan for \$[REDACTED] which I took out in 1996. This letter indicates the same account numbers as the ones cited in the letter dated January 4, 2005. In that letter dated May 8, 2003, IAS indicated that the debt had been frozen at the point of sale to FINSAC. I do not even know when this point was. In any event the subsequent court documents do not suggest that the debt was frozen, given the interest charges and the period on interest indicated in the suit.
- t. Copy letter dated June 6, 2008 from my then attorney - [REDACTED] to IAS - "[REDACTED]"
- u. Copy letter dated June 25, 2008 from IAS to my attorney - "[REDACTED]" with statement attached - "[REDACTED]". Only one of the alleged credit card account number is given. Further none of these numbers accord with the account number indicated in the latter dated December 16, 1996 . The differences in all the figures and account numbers given by IAS are entirely mind boggling to me.
- v. The dated June 25, 2008 states that the debt was assigned to it in 2000. I understand that FINSAC had not even sold the debts to JRF in 2000. The statement attached does not reflect all the payments I made towards the debts. I did not even take a loan in

1995. So I could not have made any deposits on the loan in march, 1995. Furthermore, I have been able to locate three of my deposits slips showing payments on the loan -- these are dated September 25, 1997, 3r May, 1998 and 81h May, 1998 - "██████". I made other payments but I cannot find the receipts. In supplying data to my attorney, IAS supplied two copy deposit slips dated 141911998 and 1 211 011 998 - "██████" showing payments which I made towards the loan. Based on the statement dated 25/6/2008 supplied to my attorney by IAS, these would have been applied to a different account from the one indicated on these two deposit slips.

w. Copy letter dated August 11, 2008 from IAS to my attorney - "██████". This letter indicates that August, 2008, IAS was claiming that I owed \$██████. The letter also suggests that a judgment has been obtained against me by that date.

21.1 could not afford to continue to pay my attorney and she returned my file to me.

22. I feel that I have been dealt with unfairly by NCB, FINSAC and IAS. It would appear from the documents which I have referred to that NCB was receiving my loan payments through several different account numbers and as such, proper account was never taken as to exactly what sums were paid towards the loan. I have not received any statements from NCB detailing my payments and/or how they were applied. I do not know as from when the interest rate was reduced to 25% as per NCB's letter dated February 22, 1999. NCB never informed me as to at what stage my debt was "sent" to FINSAC.

23. FINSAC did not contact me after it acquired my debt . I was never given the opportunity to negotiate with FINSAC .It would appear from records that when my debt was sold by FINSAC, there were either no details, no sufficient details or incorrect details supplied as to the nature and extent of my indebtedness with NCB. IAS has repeatedly indicated from its records that I had Credit Card debts.

24. IAS was charging me interest at 62% in circumstances where there is evidence (in the letter dated February, 22,1999 that NCB had reduced the interest to 25% . what is the basis upon which this interest charge was applied by IAS ?

25.A Judgment has been entered against me based on very incorrect and incomplete data only because I could not afford to pursue my Defence.

THE Z^ADAY OF

april

2011



LIST OF EXHIBITS - [REDACTED]

"LB -

1. Bill of Sale dated 18th June, 1996
2. internal memo (NCB) dated 98/06/09
3. Copy letter dated 4th January, 2005 from IAS to [REDACTED]
4. Copy Claim Form and Particulars of claim -- [REDACTED].
5. Acknowledgment of Service filed May, 2008.
6. Copy letter dated 16/12/96 from NCB to [REDACTED]
7. Copy letter dated 15/8/97 from NCB to [REDACTED]
8. Copy letter dated 18/11/98 from NCB's [REDACTED] to Transport Authority.
9. Copy letter dated 7/12/98 from NCB to [REDACTED].
10. Memorandum dated 1 511 2198 -- NCB (Asset Quality Division).
11. Copy letter dated 4/1/99 from [REDACTED] to NCB.
12. Notice dated 22/2/99 fro NCB to [REDACTED]
13. Copy letter dated 25/3/99 from NCB to Global Bureau of Investigation (GBI).
14. Copy letter dated 3/5/99 from GBI to NCB.
15. Copy letter dated 15/6/99 from GBI to NCB.
16. Invoice dated 18/1/00 from MSC (valuators and appraisers) .
17. Handwritten, undated bid to purchase truck.
18. copy memorandum dated 2000-03-09 from NCB's Asset Quality Control Division.
19. Copy (NCB) memo dated 2000/03/14.
20. Copy letter dated 17/3/2000 from NCB to Inland revenue Department.
21. Copy handwritten letter dated 00.4.14 from NCB to [REDACTED] indicating acceptance of bid to purchase truck.
22. Copy letter dated 2514100 from NCB to [REDACTED]
23. Copy handwritten receipt dated 17/7/00 from [REDACTED] to NCB.
24. Copy letter dated 815103 from IAS to NCB.
25. Copy letter dated 6/6/08 from [REDACTED] (attorney-at-law) to IAS.
26. Copy letter dated 2516108 from CAS to [REDACTED].
27. Statement dated 2516108.
28. 3 deposit slips evidencing payments made 2519197, 3/5/98 and 8/5/98.

29. 2 deposit slips evidencing payments made 14/19/98 and 12/10/98.
30. Copy letter dated 11/18/08 from IAS to [REDACTED]

