

**WITNESS STATEMENT OF DEBTOR 9**

1. My name is Debtor 9 and I reside at [REDACTED] St. Catherine. I am a farmer.
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 – “LB 1”. 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 [REDACTED]. 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 [REDACTED], 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 [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]. 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 [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 98/06/09 generated by the bank. "LB 2" 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 98/06/09 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 8<sup>th</sup> 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) –“**LB 3**” 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 “**LB 4**”. Attached to the Particulars of Claim were : a copy of the Bill of a Sale dated 18<sup>th</sup> June, 1996 which I had signed, a copy of a Deed of assignment made 1<sup>st</sup> March, 2003 with a schedule.
17. I filled in and filed at the Supreme court the Acknowledgment of Service – “**LB 5**” 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 tot 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 IAS 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]. (“**LB 6**” 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 [REDACTED] – “LB 7”. 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 Joan Guthrie to Transport Authority- (“LB 8”)
- d. Copy letter dated December 7, 1998, from NCB’s [REDACTED] addressed to me at [REDACTED] – (“LB 9”). 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”- “LB 10”
- f. Copy letter dated 4/1/99 from me to NCB – “LB 11”.
- g. Notice dated February 22, 1999. “LB 12”. 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 – “LB 14”.
- j. Copy letter dated June 15, 1999 from Global Bureau of Investigation to NCB – “LB 15”.
- k. Invoice dated 18<sup>th</sup> January, 2000 from MSC to NCB – “LB 16”. – **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 \$120,000.00, signed by Valentine Morrison – “LB 17”
- m. Copy memorandum dated 2000 – 03- 09 from NCB’s Asset Quality Control Division – “LB 18”

- n. Copy memorandum dated 2000/03/14 (internal) from NCB – **“LB 19”**
- o. Copy letter dated March 17, 2000 from NCB to Inland revenue Department – **“LB 20”**.
- p. . Copy handwritten letter dated 00. 4.14 from NCB to Valentine Morrison indicating acceptance of bid – **“LB 21”**.
- q. Copy letter dated April 25, 2000 from NCB to me – **“LB 22”**. I cannot recall ever seeing this letter.
- r. Copy handwritten receipt dated 17/700 from Valentine Morrison to NCB – **“LB 23”** – I must point out that I had taken the papers for the truck to Cars R Us in 1999 when I delivered the truck to them.
- s. Copy letter dated May 8, 2003 from IAS to me – **“LB 24”**. 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 – Ms. Phipps to IAS – **“LB 25”**
- u. Copy letter dated June 25, 2008 from IAS to my attorney – **“LB26”** with statement attached – **“LB 27”**. 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, 3<sup>rd</sup> May, 1998 and 8<sup>th</sup> May, 1998 – “LB 28”. I made other payments but I cannot find the receipts. In supplying data to my attorney, IAS supplied two copy deposit slips dated **14/9/1998** and **12/10/1998** – “LB 29” 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, 20008 from IAS to my attorney – “LB 30”. This letter indicates that August, 2008, IAS was claiming that I owed **\$1,854,407.65**”. The letter also suggests that a judgment has been obtained against me by that date.

21. I 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 DAY OF 2011

[REDACTED]



LIST OF EXHIBITS – LLEWELLYN BAILEY

“LB –

1. Bill of Sale dated 18<sup>th</sup> June, 1996
2. internal memo (NCB) dated 98/06/09
3. Copy letter dated 4<sup>th</sup> January, 2005 from IAS to Debtor 9.
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 Debtor 9.
7. Copy letter dated 15/8/97 from NCB to Debtor 9.
8. Copy letter dated 18/11/98 from NCB's Joan Guthrie to Transport Authority.
9. Copy letter dated 7/12/98 from NCB to Debtor 9.
10. Memorandum dated 15/12/98 – NCB (Asset Quality Division).
11. Copy letter dated 4/1/99 from Debtor 9 to NCB.
12. Notice dated 22/2/99 fro NCB to Debtor 9.
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 Valentine Morrison indicating acceptance of bid to purchase truck.
22. Copy letter dated 25/4/00 from NCB to Debtor 9.
23. Copy handwritten receipt dated 17/7/00 from Valentine Morrison to NCB.
24. Copy letter dated 8/5/03 from IAS to NCB.
25. Copy letter dated 6/6/08 from Kathryn Phipps (attorney-at-law) to IAS.
26. Copy letter dated 25/6/08 from IAS to Kathryn Phipps.
27. Statement dated 25/6/08.
28. 3 deposit slips evidencing payments made 25/9/97, 3/5/98 and 8/5/98.



29. 2 deposit slips evidencing payments made 14/9/98 and 12/10/98.
30. Copy letter dated 11/8/08 from IAS to Kathryn Phipps.

