

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

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

**ON**  
**THURSDAY, MARCH 31, 2011**

**PRESENT WERE:**

**COMMISSIONERS**

**Mr. Charles Ross  
Mr. Worrick Bogle**

**COUNSEL FOR THE COMMISSION**

**Hon. Justice Henderson Downer (Retired)**

**SECRETARY TO THE COMMISSION**

**Mr. Fernando DePeralto**

**REPRESENTING JAMAICAN REDEVELOPMENT FOUNDATION**

**Mr. Gavin Goffe – Attorney-at-Law**

**ATTORNEY MARSHALING EVIDENCE FOR THE COMMISSION**

**Miss Judith Clarke**

**GIVING EVIDENCE**

**Mr. Anthony Hutchinson**

Thursday, March 31, 2011

COMM. BOGLE: Good morning ladies and gentlemen. This enquiry is now in session and for the records may I have the names of the attorneys present?

MISS CLARKE: Good morning. My name is Judith Clarke appearing on behalf of the Commission.

MR. GOFFE: Good morning. Gavin Goffe, instructed by Myers Fletchers and Gordon; I appear for Jamaican Redevelopment Foundation Inc.

COMM. BOGLE: Thank you very much.

MR. GOFFE: If I could just also apologize for Mrs. Minott-Phillips who can't be here today.

COMM. BOGLE: Today, we are supposed to be continuing with the submission of Mr. Anthony Hutchinson, therefore, I invite Mr. Hutchinson to come forth. Can you have him sworn please?

**MR. ANTHONY HUCHINSON SWORN**

MR. GOFFE: An e-mail was sent by Mr. Dave Garcia to the Secretariat, to the Commission's attention, and he indicated that -- as you know he represents Mr. Patrick Hylton -- that he had a prearranged meeting which conflicts with this hearing today, so he is not able to

attend and so he would ask the Commission to allow him an opportunity to cross-examine Mr. Hutchinson if his evidence affects Mr. Patrick Hylton and if the Commission is minded to accommodate that request he would have no objection to us proceeding this morning in his absence.

COMM. BOGLE:

We will be proceeding in the first instance and in the other instance, his request, we will discuss it with the secretariat and see how this can be accommodated. May I just remind persons that cell phones, I am asking you please, either turn off your cell phones or put your cell phones on silence or vibrate. It is very annoying when we are going through and someone is speaking and then the cell phone goes off, so if this happens we will have to ask such persons to leave the room, so please, we should not be talking on the cell phone inside this room while the enquiry is in session and if your phone rings, you may be asked to leave the room because we really have to have some kind of control.

Thank you very much. Mrs. Clarke.

MISS CLARKE:

Morning Mr. Hutchinson. Mr. Chairman before I actually proceed with the examination-in-chief, there is a little bit of housekeeping that I would like to do.

There are in fact some documents which have been inadvertently included among the exhibits on which Mr. Hutchinson intends to rely, these are not marked, they are not in anyway referred to in his evidence and I would just ask at this stage that these documents, which I will itemize, but they all appear just after the Exhibit marked AH8, I am going to be requesting that they be withdrawn from the compilation.

COMM. BOGLE:

Could you repeat the reference after which they fall.

MISS CLARKE:

Exhibit 8, Anthony Hutchinson 8, it comes just after the Settlement Agreement?

COMM. BOGLE:

All right.

MISS CLARKE:

There is a letter dated May 31, 2001, there is a letter dated May 29th 2001, there is a letter, another letter from Refin Trust to Ballantyne Beswick and Company dated May 29 2001 and there is a letter dated April 17 2001 from Moncrieffe Pantry and Betton Small, these are in fact, as far as this witness is concerned, they don't form a part of his complaint and they have been inadvertently included in circumstances where he just left his documents in his office, a file he said he collected from his attorney, so to the extent that he is

not relying on them and they have not been referred to, my instructions are to ask that they be withdrawn.

COMM. BOGLE: There is one that you didn't mention, March 29, 2001, just after April 17 2001.

MISS CLARKE: Oh I am actually looking at it now, that as well, thank you very much.

COMM. BOGLE: Should be withdrawn.

MISS CLARKE: Yes, withdrawn.

MR. GOFFE: Mr. Commissioner, I intend to cross- examine on this information, so perhaps you may not want to withdraw them at this time.

MISS CLARKE: I think the proper thing is for my friend to request that the documents be made available to him but insofar as the evidence-in-chief proceeds and insofar as they are not a part of the witness' evidence, we are going to be asking that they be withdrawn. If the circumstance arises where my friend ask that they be made available to him by way of some form of disclosure, then it will be open for the Commission to allow them or not but at this stage I am asking that they be withdrawn.

MR. GOFFE: As I said Mr. Commissioner, they are already available to me...

COMM. BOGLE: When you are doing your cross- examination, you may resubmit, but at this point they are being withdrawn and so they are withdrawn.

MR. GOFFE: Thank you.

MISS CLARKE: Thank you. I believe on the last occasion Mr. Chairman, based on my reading of the transcript we had just about read, I don't know if we had read it in full, paragraph 22 of the witness' account and Exhibit AH24 was tendered. I am going to ask, however, that just by way of a recap that we just quickly go through, not to read the entire thing, just from paragraph 20 and I will just read it to the witness just to incorporate it in this morning's proceedings.

COMM. BOGLE: Okay.

MISS CLARKE: Thank you very much.

I am reading from paragraph 20 Mr. Hutchinson.

FINSAC replied by letter dated February 18, 2002 -- Anthony Hutchinson 23 -- affirming its previous position and repeating that it had sold the debt.

So on the last occasion you had given evidence that during the course of your negotiation with FINSAC, including the discussions about the Ministry buying lot

number six, during all of this that FINSAC informed you that it had in fact sold the debt to JRF?

Dear sir

Re indebtedness of Anthony Hutchinson This is to confirm meeting on the 20th of June 2002 at our offices, Bonner Joslin Grant Taylor. Arising out of that meeting the following were agreed on.

Re: Sale of lot 6 to the Ministry of Education -- we will accept land bonds in lieu of cash on condition that there is a maturity date and an interest factor.

Re: Sale of lots 3 and 4 -- The sale prices of these lots are too low and are to be revised to a minimum of nine hundred thousand dollars. The market values are one point three million dollars and one point one million respectively.

A proposal is to be submitted for further sub-division of Lot 9 with no cost to us and advise of the amount that will be paid by your client on a monthly payment until these lots are sold.

Lots 1, 2 and 5 will be released upon satisfaction of the other factors. Please let us hear from you within the next ten days of the date hereof.



MISS CLARKE: Anthony Hutchinson 25 Mr. Chairman.

COMM. BOGLE: Entered.

MISS CLARKE: Now, could you read paragraphs 23 and 24 of your statement Mr. Hutchinson?

A: Yes, ma'am.

We acted based on the matters set out in the letter and titles to lots 1, 2 and 5 were subsequently released in keeping with the agreement reflected in the letter. JRF indicated in that letter that they would accept land bonds from the Government as consideration for its purchase of Lot 6 provided there was an interest factor. I had no means or basis upon which to guarantee this requirement.

Miss Taylor also suggested and I agreed that I should make monthly payments of thirty thousand dollars to JRF in the meantime. I made some payments and stopped because I had very limited cash flow, I was experiencing financial difficulty.

Q: Read paragraph 25 down to Exhibit Anthony Hutchinson 26, at the end of that sentence.

A: Having conveyed the contents of the letter dated June 24 2002 wherein JRF had stated that it would accept bonds in lieu of cash from the sale of Lot 6, but would require

that there be some provision for interest, the Ministry of Education wrote to JRF in terms of a letter dated July 24, 2002, Anthony Hutchinson 26, stating that the matter would be taken up with the Ministry of Finance.

Q: Stop there please. Mr. Hutchinson, would I be correct were I to say that in this you are asserting that as it relates to that agreement setting out conditions that JRF put to you that you did everybody within your powers to comply with it?

A: That is correct.

Q: And to the extent that JRF was placing as a condition the payment of interest for them to accept the land bonds, that was entirely out of your control because that would be a Government matter?

A: That's correct.

Q: So you could not move that process or affect it in anyway?

A: That is correct.

Q: Turn now to Exhibit Anthony Hutchinson 26. I will read that letter Mr. Chairman if you will permit.

COMM. BOGLE: Go ahead.

Q: This is a letter from the Ministry of Education signed by the Minister himself, the then Minister Mr. Burchell

Whiteman and it is addressed to Mr. Dennis Joslin. The letter is dated 24 July 2002.

Dear Mr. Joslin,

I believe you are aware that the Ministry of Education, Youth and Culture has been interested for sometime in acquiring a parcel of land owned by Mr. Anthony Hutchinson.

I have been informed by the attorney-at-law representing Mr. Hutchinson you are willing to sell the property for three point five million dollars and you will accept land bonds to that amount provided that the bonds paid to Joslin Jamaica be secured with interest and that we seek as purchaser and vendor to have the relevant transfer tax and stamp duties waived.

We are pursuing the matter of the conditions with the Ministry of Finance and Planning and expect to be in touch with you very shortly to finalize arrangements.

I thank you for your response thus far and look forward to an early conclusion of the matter.

Exhibit Anthony Hutchinson 26 Mr. Chairman.

COMM. BOGLE:

Entered.

MISS CLARKE:

Thank you very much, sir.

Now, you say in that paragraph 25 that I have and now produced a copy of the letter dated July 25, 2002 -- Anthony Hutchinson 27 -- indicating that the Ministry of Education wrote to the Ministry of Finance; could you find Anthony Hutchinson 27 and read it for us Mr. Hutchinson?

A: Yes, ma'am.

Dated 25th of July 2002 from the Ministry of Education Youth and Culture; addressed to the Dr. The Honourable Omar Davis.

Dear Minister

You may be aware that prior to a transfer of portfolios from FINSAC to Joslin Jamaica, the Ministry of Education Youth and Culture had expressed an interest in purchasing a parcel of land owned by Mr. Anthony Hutchinson a client of FINSAC/Joslin.

The land is urgently needed in order to improve facilities at the May Day High School in Manchester. Joslin Jamaica is prepared to sell the land at a price of three point five million and to accept the land bonds as a medium of exchange provided that;

1. The bonds to be paid to Joslin Jamaica be secured with interest

2. Discussion be entered into with the vendors for the Government to waive relevant Transfer Tax and Stamp Duties. I now ask for your response to the above conditions and trust that the response will be positive.

Your sincerely

Burchell Whiteman

MISS CLARKE:

Anthony Hutchinson 27, sir, and if I may my way of comment, I would like to bring to the Committee's attention that the first line of that letter, if for no other reason because it will lend absolute credence to the witness' evidence so far that the negotiations relative to the purchase of this lot by the Government were proceeding prior to a transfer of portfolio from FINSAC to Joslin Jamaica Limited.

Paragraph 6 now Mr. Hutchinson?

A:

Yes, ma'am.

By letter dated August 21 2002 -- Anthony Hutchinson 28, FINSAC confirmed knowledge of the application by the Minister of Education to the Ministry of Finance to

pay for the land with bonds but indicated that the debt was now being managed by Dennis Joslin Jamaica Inc.

Q: Can you just read the exhibit referred to there Mr. Hutchinson, 28?

A: From FINSAC, dated August 21, 2002 addressed to The Taxation Department Ministry of Finance.

Attention Miss Cherry Gordon.

Dear sirs

Re: Request from Ministry of Education. We refer to letter of July 25, 2002 from the Ministry of Education to the Ministry of Finance, copy attached for ease of reference. This letter seeks the Ministry's approval.

1. To issue land bonds with interest for the purchase of a property in Manchester to improve facilities at the May Day High School
2. To waive relevant Transfer Tax and stamp Duty regarding sale.

As the loan which is secured by it the related property is now managed by Dennis Joslin Jamaica Inc., we are returning this matter for your attention and appropriate action.

Signed FINSAC Limited

Errol Campbell.

MISS CLARKE: Thank you, Exhibit 28?

COMM. BOGLE: Entered.

Q: And reading paragraph 27 as you said it;

Be that as it may, by letter dated September 5, 2002 -- Anthony Hutchinson 29 -- the Ministry of Finance advised FINSAC that approval had been granted for the waiver of stamp duty and transfer tax. There was no mention of the matter of interest to be paid on the proposed bonds.

Exhibit Anthony Hutchinson 29, could you read it for us please?

A: Addressed to Mr. Errol Campbell.

Dear Mr. Campbell,

Re: Request from Ministry of Education Reference is made to your letter dated 21st August 2002 regarding the captioned subject.

I have been directed to inform you that approval has been granted for a waiver of the Transfer Tax and Stamp Duty payable in respect to the sale of property in Manchester to the Ministry of Education in order to improve facilities at the May Day High School.

Yours truly

S Trowers

For Financial Secretary.

MISS CLARKE: Thank you. Exhibit Anthony Hutchinson 29?

COMM. BOGLE: Entered.

Q: So even in the light of this previous letter 28 where FINSAC had advised the Tax Department, a Government department that the property was now managed by Dennis Joslin, the Minister wrote to FINSAC relative to the waiver of the Transfer Tax, am I correct?

A: You are correct.

Q: And by that letter there was indication that there was an approval for the waiver of the Transfer Tax and Stamp Duty, but the aspect having to do with the payment of interest on the land bonds was not addressed at all?

A: That is correct.

Q: Paragraph 28, Mr. Hutchinson.

A: Cabinet approval for the sale was published in the paper -  
- Anthony Hutchinson 30.

MISS CLARKE: There is, Mr. Chairman, a portion of a newspaper clipping which perhaps simply by virtue of the way it was collected



and stored does not bear the date, but that is Exhibit AH30, I think the portion that is of relevance to these proceedings begins in the penultimate paragraph of that clipping, 'meanwhile'. Meanwhile Cabinet also approved the purchase of lands adjoining the May Day High School in Clarendon for the provision of a playfield for students. The land is privately owned but the school has used it as a playing area over the years and the intent is to purchase the property to preserve the students' recreational area. The property is valued at three point five million dollars.

Exhibit Anthony Hutchinson 30.

COMM. BOGLE:

Entered.

MISS CLARKE:

Thank you very much, sir. Could you read down to the end of paragraph 30 now, please.

A:

We proceeded to negotiate and deal with JRF on the basis of our prior discussions and understanding. I remained in dialogue with Miss Valda Taylor and I proceeded with the subdivision based on our discussions. After the subdivision was approved in about November 2004, about two years after our discussions commenced, persons paid down on the lot, however their deposits had to be refunded as JRF would not agree to release the titles and allow the sales to go forward inspite of our informing them of deposits made.

Q: 31 please.

A: Up to 2006 several prospective purchasers were expressing interest in buying the lots. JRF would not allow me to proceed with the sale. At this time the outcome of the deliberations relative to the interest rate to be agreed with JRF on the bonds was still pending. By letter dated 26th of September 2006 -- Anthony Hutchinson 31 -- I was informed in writing that my proposal was not acceptable.

Q: Could you pause there please so we could refer to Anthony Hutchinson 30, that letter dated 26 September 2006. I think my friend is indicating that that letter has been omitted from his, the document that was served on him. Could he be provided with a copy? It's a letter dated September 26, 2006 from Jamaican Redevelopment Foundation to Mr. Anthony Hutchinson.

COMM. BOGLE: You have got any extra copy.

MISS CLARKE: You could just have a look.

MR. GOFFE: I would be grateful if I could get a copy.

Q: Could you read that letter dated September 26, 2006 Mr. Hutchinson?

A: Yes ma'am.

Dear sir,

Re: Your Indebtedness to Jamaican Redevelopment  
Foundation Inc.

This is to advise that your proposal to settle your  
indebtedness through splintering and sale of lots at May  
Day Plantation is not approved.

The balance outstanding on your account as at September  
20, 2006 totals J\$10,848,259.12 with interest accruing  
daily at the rate of 30% per annum or J\$1,107.31 per day  
as set out below. Principal \$3,039,954.31

Interest \$7,820,797.77

Total \$10,860,752.08

Per diem -- \$1,107.31

Please let us have your proposal for early settlement  
within seven days of the date hereof failing which we will  
proceed to sale.

Signed

Jamaican Redevelopment Foundation

Valda Grant-Taylor

Snr. Loan Recovery Officer.

COMM. BOGLE:

Entered.

Q: In the meantime Mr. Hutchinson could you turn back very quickly, keep your fingers where Anthony Hutchinson 31 is and turn back to Anthony Hutchinson 25?

A: Yes, ma'am.

Q: At the third bulleted point in that letter, let me just read from the top. This is to confirm, and this is in 2002, you just read a letter dated 2006, but this is 2002.

This is to confirm meeting on 2002 June 20 at our offices, Bonner Joslin Grant Taylor. Arising out of the meeting the following was agreed on.

And I am reading bulleted item number three.

A proposal is to be submitted for further subdivision of Lot 9 with no cost to us and advise of the amount that will be paid by your client on a monthly basis until these lots were sold. This proposal was submitted pursuant to this letter?

A: Certainly yes.

Q: Thank you. And having submitted the proposal based on these matters that were agreed in 2002, are you saying that in 2006 you were now being advised that your

proposal that you submitted pursuant to this agreement has not been accepted?

A: That's correct.

Q: Four years later?

A: That's correct.

Q: And you had been proceeding pursuant to this agreement?

A: Yes, ma'am.

Q: Over the last four years?

A: Yes, ma'am.

Q: Could you just continue for us please with that portion of the paragraph where we stopped at from "I was informed..." after Exhibit 31.

A: I was informed in writing that my proposal was not acceptable. This is the very same proposal based upon which I had been proceeding since 2002. By letter dated December 18, 2006 - "Anthony Hutchinson 32" JRF informed me that my indebtedness had reached over \$11 Million. Of that amount just over \$3 Million represented principal sums. The remainder represented interest that had accrued.

Q: Could you look at that document which you call "Anthony Hutchinson 32"?

A: Yes, ma'am.

Q: Could you read it for us please.

A: Addressed to me.

This is to advise that your proposal to settle your indebtedness through splintering and sale of lots at May Day Plantation is not approved.

The balance outstanding on your accounts as at October 24, 2006 total J\$10,919,052.58 with interest accruing daily at the rate of Thirty percent 30%)per annum or J\$1,107.31 day as set out below:

Principal J\$3,039,954.31.

Interest J\$7,993,617.09.

Fees J\$ 105,425.00.

Total J\$11,138,996.40.

Per diem J\$2,082.16

Q: Thank you Mr. Hutchinson.

COMM. BOGLE: Excuse me, would you say that the other paragraph is important?

MISS CLARKE: Please read it.

- A: Please let us have your proposal for early settlement within fourteen (14) days of the date hereof failing which we will proceed to sale.
- MISS CLARKE: Thank you. Mr. Chairman, Anthony Hutchinson 32.
- COMM. BOGLE: Accepted.
- MISS CLARKE: Thank you very much. In the letter, previous letter Exhibit 31 dated September 26, 2006 there were no fees applied but in December of that same year fees of J\$105,425.00 were applied to the balance, is that correct?
- A: That is correct.
- Q: And between September 26, 2006 and December 18, 2006, based on JRF's assertions, I am not saying record, I am saying based on JRF's assertions your indebtedness had moved from \$10,860,752.08 to \$11,138,996.40?
- A: That's correct.
- Q: In just over two months?
- A: Yes.
- Q: That would be an increase of almost a Million Dollars, is that correct?
- A: About \$300,000.00.
- Q: Now, the difference between \$10,860,752.08...

A: The difference between \$10,860,752.08 and \$11,138,996.40.

Q: All right, thank you. Now, could you read on for me, please. We are at paragraph 32.

Did I ask that that letter be tendered as 31?

COMM. BOGLE: Yes.

MISS CLARKE: Thank you very much. Read paragraph 32, Mr. Hutchinson.

A: From this point I had to revert to the negotiations to sell the land to the Government, to secure the cash and pay proceeds to JRF. The pace of this process did not facilitate speedy conclusion. My attorney and I went to the Land Valuation Department and executed some documents. The process took a rather long time so much so that by the time of completion the land had to be revalued. In 2008 the government finally paid \$5.5 Million directly to JRF on account of the loan. After the Ministry of Education paid \$5.5 Million to JRF I was told that I owed over \$12 Million in 2008 (See letter dated June 12, 2008 - "Anthony Hutchinson 33") and the debt continued to rise.

Q: Before we read Exhibit 33 let me just make it clear for the record something. While there was this slow interchange



between government departments and the Ministry and JRF, your indebtedness would have been increasing?

A: That's correct.

Q: Based on JRF's assertions?

A: Absolutely.

Q: And their representation to you?

A: Yes, ma'am.

Q: And would I be correct to say that there was nothing that you could do to move the process any faster between the various departments?

A: It was out of our control.

Q: I would like to also ask you another question before you read Exhibit 33. Am I remembering correctly that at the time when FINSAC capped your debt at \$5.5 Million the land that the Ministry would have been buying was valued at \$3.4 Million?

A: \$3.4 and I had agreed to pay \$3.5, yes, ma'am.

Q: You had agreed to pay \$3.5?

A: Yes, ma'am.

Q: So it would leave a balance of \$2 Million had that transaction been expedited and concluded at the state when the debt was...

A: \$1.5 Million.

Q: \$1.5?

A: That's correct.

Q: It was \$5 Million?

A: Yes, it was \$5 Million.

Q: The debt was capped at \$5 Million?

A: Yes, ma'am.

Q: So had the Ministry's process been completed when the debt was capped at \$5 Million your indebtedness would have been \$1.5 at that time?

A: Well, less the \$700,000 that we had paid to them on the 23rd of October in the same year.

Q: So it would have been \$800,000.00?

A: That is correct.

Q: Thank you. Now, could we read "Anthony Hutchinson 33", please.

A: By letter dated July 24, 2008, - "Anthony Hutchinson 34" I was informed that the...

Q: No, we haven't read the Exhibit 33 as yet.

A: Oh, I am sorry.

Q: The letter dated June 12, 2008 from Jamaican Redevelopment Foundation Inc.

A: Attention: Mr. Anthony Pearson.

Re: Indebtedness to Anthony Hutchinson to JRF.

This is to advise that Lot 6 May Day Plantation in the parish of Manchester registered at Volume 1338 Folio 989 was sold April 28, 2008 for \$5,500,000.00.

The net sale proceeds of \$4,878,492.50 Million was applied to the interest on your account.

Please note that after application of the net sale proceeds as at today's date, the balance outstanding total \$12,039,458.21 with interest accruing at Thirty percent per annum and compounded monthly.

MISS CLARKE: Exhibit "Anthony Hutchinson 33", Mr. Chairman.

COMM. BOGLE: Entered.

MISS CLARKE: I would like to ask the witness some questions relative to this exhibit. Mr. Hutchinson, if you look back at Exhibits 32 and 31, both of them, Exhibits 32 and 31, in

September 2006, the end of September your indebtedness was approximately \$10.8 Million, correct?

A: \$10.9, correct.

Q: By December of that same year it was - we are talking about the end of 2006, at the end of 2006 your indebtedness based on this assertion in this letter was \$11.1 Million something?

A: That's correct.

Q: This is one-and-half years later now, June 12, 2008, after the \$4.8 Million was applied your indebtedness was \$12,039,458.34. Hear the question now, am I correct in my reading of this that between December 2006 and June 2008, one-and-a-half years later before the net sale proceeds were applied that your indebtedness moved from Eleven point something Million Dollars to almost \$17 Million?

A: \$17.5 Million. Well, if you use the \$4.8 almost \$17 Million.

Q: So in one-and-a-half years it would have moved from just over \$11 Million to \$17 Million?

A: Yes, ma'am.

Q: In eighteen months?

A: Yes, ma'am.

Q: Could you read on for us please, Mr. Hutchinson. We are at paragraph 33 of the statement.

A: By letter dated July 24, 2008 - "Anthony Hutchinson 34"  
I was informed that the debt was \$12,722,577.19.

Q: Could we just pause to read that.

A: Yes.

Q: Exhibit 34, Mr. Hutchinson, could you read it for us, please.

A: 24th of July, 2008 addressed to Pearson and Company.

Attention: Mr. Anthony Pearson.

Re: Indebtedness of Anthony Hutchinson to JRF.

At your request we have attached a Statement of Account.

Interest is compounded and charged in accordance with the loan and security documents, copies of which are attached.

Signed Velda Grant-Taylor.

Q: And the fourth page - I crave your indulgence Mr. Chairman. There is a five-page document attached to that letter, that is the statement that was sent to you?

A: That's correct.

MISS CLARKE: Exhibit 34, Mr. Chairman is that letter inclusive of its enclosures, the statement?

COMM. BOGLE: Accepted into evidence.

MISS CLARKE: Thank you very much.

Prior to this letter with the statement Mr. Hutchinson, had you, before this, received any statement from JRF detailing how the interest payments were calculated, how the principal was arrived, how the sums were computed?

A: It was the first time I am seeing this.

Q: Could you read paragraph 34 please.

A: I understand that land bonds are usually non-interest bearing. Having come to this knowledge, I realize that had FINSAC given me the opportunity to negotiate on the basis of the purchase of the land by the Government with bonds my debt may have been liquidated and not sold to JRF. I say this because I think FINSAC being itself a government institution may not have been in a position to insist on the payment of interest on the bonds as a condition of accepting the position of its accepting the proceeds of sale in the form of bonds. The negotiations would therefore not have stalemated to my utmost detriment.

Q: Go on please, Mr. Hutchinson.

A: Based on JRF's outright refusal of my proposal I also had to refund the deposits to prospective purchasers because JRF refused to release the title to allow us to complete the titling process and the sales, notwithstanding that I had proceeded based on the discussions I had been having with JRF.

Q: Just continue please.

A: JRF has continued to hold my title and have put the property up for sale. About four years ago a valuator attended at the property on behalf of JRF. At that time he told me that he would report a value of \$30 Million.

If this is so were I to be allowed to complete the subdivision and sale of the lots, I would be able to pay off the loan and retain the property which is my home. I have lived there for over 30 years.

I seek the Commission's help to address the following concerns:

How was the interest rate of 30% compounded daily set or determined? In any event, was JRF entitled to charge me this interest or any interest whatsoever after it acquired my debt from FINSAC?

Having regard to FINSAC's refusal to accommodate in such a way as to allow me to liquidate my debt from the

sale of a portion of my land to government and the subdivision and sale of a part of the land, what are the bases/criteria upon which generous write offs were extended to some debtors?

Why did Mr. Patrick Hylton in his capacity as CEO and an essential stakeholder in facilitating a memorandum of understanding such as would permit a non cash settlement of a large portion of the debt by direct exchange with the Ministry of Finance, consistently refuse to accommodate me? The refusal of Patrick Hylton to facilitate what was clearly a reasonable approach to negotiate a government to government (FINSAC to Ministry of Finance) agreement was pivotal in my favour to arrive at a successful conclusion at the level of FINSAC, long before the debt went to JRF.

What was the extent of my principal debt when it was sold to JRF? What portion of the entire sum represented interest?

How was the amount arrived at?

If it is a fact that land bonds are usually non-interest bearing, why would JRF insist on the payment by the government of interest on the bonds which it offered to issue as payment for the two acres of land, thus seriously



undermining and delaying my efforts to settle my indebtedness.

Based on my negotiations with JRF and my actions pursuant to those negotiations why did JRF refuse to release the title to me to facilitate the completion of the subdivision and sale of the lots so that I could pay off my debts?

Why did JRF allow some four years to past before registering its refusal of my proposal while being aware in the interim that we were proceeding in our dealings with it and prospective purchasers on the basis of this proposal?

Q: Thank you, Mr. Hutchinson.

Mr. Chairman. I am just enquiring relative to "Anthony Hutchinson 34" the letter, the statement attached, is there any particular comment that you may wish to make in relation to the statement?

A: I guess there are a number of comments but at this point I would just want to say that the accuracy of it is in itself questionable which Mr. Pearson had informed them of. There were certain things that were left out. It took a long time before we could get this document and I don't know, I think I can't put confidence in this document, this is what I

am saying. Over the period that we are speaking about there was the \$700,000 that was actually paid over to FINSAC. I see the \$700,000.00 appearing here, but I am not sure, as I understand it the debt that was transferred to JRF was at \$8.5 Million, but that is the figure that we were hearing before it was transferred and now I am seeing after the \$700,000.00 I am seeing a debt of \$8.8 Million.

Q: So you were not even sure whether it was factored in by the payment of the \$700,000?

A: I paid \$700,000.00.

Q: No, what I am asking you if you are saying you are not sure at the point of transferring the debt FINSAC had factored in the payment of that \$700,000 to them?

A: That's correct.

Q: So you don't know whether the principal amount that was transferred had taken account at FINSAC end of the payment of \$700,000?

A: That's correct. FINSAC had never acknowledged the receipt of that money.

Q: Of the \$700,000.00?

A: Yes.

Q: That's one thing?

A: Yes, ma'am.

Q: Anything else?

A: No.

MISS CLARKE: Thank you very much.

Mr. Chairman, unless there are any further questions from the chair for this witness that would be his evidence-in-chief.

COMM. BOGLE: Thank you very much.

COMM. ROSS: Mr. Hutchinson, could you just give us a brief description of the current state of affairs on the loan?

A: Frankly there is none that I know. I don't know, I basically don't know where the balance stands. The last that we had was that Mr. Pearson was dealing with the matter, we couldn't get to have a meeting. On several occasions Mr. Pearson went to the offices and sat in the waiting room and never had the opportunity of a meeting. So I don't know.

COMM. ROSS: Has the property been advertised for sale?

A: Several times, yes.

COMM. BOGLE: But it has not yet been sold to your knowledge?

A: That's correct.

COMM. BOGLE: All right, Mr. Goffe, you are going to cross-examine. So as not to break your cross-examination we will have a ten-minute break now so that you can go straight into it.

B R E A K

Ladies and gentlemen, this enquiry is now back in session. And Mr. Hutchinson, please be reminded that you are still under oath.

A: Yes, sir.

Q: And Mr. Goffe will now cross-examine.

A: Yes, sir.

COMM. BOGLE: Mr. Goffe?

MR. GOFFE: Good morning Mr. Hutchinson.

A: Morning.

Q: Do you have your witness statement in front of you, sir?

A: Yes, sir.

Q: Now, Mr. Hutchinson, you were one of the persons who would have qualified for the window of opportunity that FINSAC had offered, is that true?

A: I don't know.

Q: But you had a Settlement Agreement with them?

A: Yes.

Q: When I say window of opportunity, you know what I am referring to?

A: Yes, sir.

Q: You do?

A: I assume you mean a wind of opportunity.

Q: No, no, we use the term here to mean a specific programme with terms and conditions?

A: I had a Settlement Agreement with them. I don't want to use your words because I don't know what they mean.

Q: Okay. I am going to show you a document. I believe this document is already in evidence so I don't know that we need to, unless the Commissioners want to mark it as an exhibit. This is a document I believe entitled "Window of Opportunity". This is a document which emanated from FINSAC, not from JRF.

Now, Mr. Hutchinson, can you confirm that you see your name on this list? It is about four slots down.

A: Yes, I see it.

Q: And that's Anthony and Camille Hutchinson?

A: Yes.

Q: And you see that your balance, original balance there, it says \$8.8 Million?

A: Yes.

Q: And your approved settlement amount is \$5 Million.

A: That is what I see there.

MISS CLARKE: I crave your indulgence. I am just enquiring as a new comer that if the assertion that the document is already in evidence it is accepted by the Chairman?

COMM. BOGLE: No, for the benefit of this exercise we will accept it.

MISS CLARKE: Has it been in fact tendered?

COMM. BOGLE: Yes.

MR. GOFFE: Before I mark it though I will go down a little bit more. So your settlement amount was \$5 Million.

A: That was the amount that we were told it would be capped at.

Q: Resulting in a write off of \$3.8 Million?

A: That's what is indicated here.

Q: The date of the settlement was the 1st of July 2001, it says here, do you agree with that?

A: No, 1st of July, I am sorry.

Q: 30th of July.

A: 30th of July, 2001, yes. That's what I am seeing here.

Q: Do you agree with me that that was the date of settlement?

A: No, I can't say.

Q: You can't say?

A: No.

Q: All right. Could I have this entered, Commissioners, as...

COMM. BOGLE: 35.

MR. GOFFE: Yes, AH35.

MISS CLARKE: The reason I asked the question, Mr. Chairman was, it would have certainly informed my posture as to how the witness has been connected to the document. If it is in the evidence in the course of the proceedings, then I will have no difficulty, but to the extent that the witness has not connected himself to the actual document, you see his name on it, it would appear, if I am appreciating correctly that this witness is not familiar with the actual document, if it is already in evidence, I guess the Commission will deal with it as it sees fit, but in terms of tendering it and admitting it through this witness, I would have a difficulty in terms of its foundation relative to this witness having been laid.

Because to say I see my name on it does not validate it through this witness.

COMM. BOGLE: Well, I would say we would accept it on the basis that he asserts that the \$5 Million here is the \$5 Million which he agreed to FINSAC; there is not a difference there.

MISS CLARKE: With respect Mr. Chairman, the similarity in figures would be clearly fortuitous. The fact that one document says \$5 Million and he owed a figure of \$5 Million would certainly not indicate that he has any familiarity, knowledge or any process whereby he could authenticate this document. Aspects of its substance may bear relationship to evidence he has given, but it doesn't mean that he can authenticate the actual document.

COMM. BOGLE: Two things. One, it is already in evidence. Two, is that we will accept this on the basis of which I said that he has stated in his witness statement that the loan was capped at \$5 Million by FINSAC and this document to that extent supports this and therefore we will accept it.

MISS CLARKE: I abide by the Commission's ruling.

MR. GOFFE: Now, you had mentioned that there was - you exhibited a Settlement Agreement and the Settlement Agreement is



dated the 13th of June, 2001 and that Settlement Agreement....

COMM. BOGLE: Exhibit number?

MISS CLARKE: Exhibit #8.

MR. GOFFE: Thanks. I understand it is Exhibit 8.

COMM. BOGLE: Yes.

MR. GOFFE: And that Agreement provided that the Settlement, the sum of \$5 Million should have been paid by the 30th of September, 2001, is that true?

A: That's what the Agreement says, yes.

Q: Was it paid on or before that date?

A: No, it wasn't.

Q: Why was it not paid on or before that date?

A: Because the circumstances surrounding the payment were out of my control and the government themselves was a part of those circumstances.

Q: Thank you.

Could the witness be shown the letter from Moncrieffe, Pantry, Betton-Small & Company. Sorry, ignore that. Could the witness be shown the letter dated March 29,

2001 from Ballantyne, Beswick and Company to Refin Trust Limit. You have it there, sir?

A: Yes, sir.

Q: It is one of the letters which counsel asked to be withdrawn. Does everybody have a copy of that?

COMM. BOGLE: Go ahead Mr. Goffe.

MR. GOFFE: You have a copy of it?

A: Yes.

Q: Mr. Hutchinson, have you read this letter?

A: Yes, sir, I have just read it.

Q: Would you agree with me that the original date for the payment of the sum of Five Million Dollars was the 31st of July, 2001?

A: That is the date referred to in this letter, yes, sir.

Q: Do you agree that your attorneys at the time gave a professional undertaking to pay the sum of Five Million Dollars by that date, 31st of July, 2001?

A: That is what I am seeing there, sir. I am just saying, as I understood it, my attorneys also made the point that they thought that it was unrealistic.

Q: But this letter was written on your behalf to Refin Trust Limited?

A: I would say so.

Q: Could I ask that this be entered as...

COMM. BOGLE: The number is 36.

MR. GOFFE: Thank you, sir.

But the payment, this undertaking was not honoured by your attorneys, was it?

MISS CLARKE: Objection. I have to object and I think my friend knows why I have to object. I am not certain whether any particular witness can say, without more, whether his attorney honoured an undertaking or not or whether in fact, it has not even been established with the witness whether or not - what was asked prior was whether a letter, based on what he is seeing here, was written on his behalf. In terms of whether or not the undertaking went forward, there is no evidence and of such I am not sure it is even fair to the witness to ask him if it was honoured. We see a letter here. There is no data coming from this witness or otherwise that it even went forward. It has not been relied on and as such I believe that for my friend to ask the witness whether it was

honoured presupposes that it went forward and this is not something that this witness has given evidence to.

COMM. BOGLE: I will allow the objection.

MR. GOFFE: Before you do, sir, if I could respond. I believe the question I asked him was whether his attorney gave a professional undertaking to pay the sum by that date and his answer was, yes.

MISS CLARKE: No, no, that was not his answer. The record reflects that that is what I am seeing here on this letter. The witness did not say, yes. The witness is saying, based on what I am looking at in front of me, that is what I am seeing. The witness has not asserted of his knowledge that his attorney gave an undertaking. He has not.

MR. GOFFE: If I could finish my submission before she responds to it. What I am saying his response was, "Yes that is what I am seeing here". Now, he seems to be accepting as true the content of the letter. He certainly did not say that he doesn't know anything about it. All I am saying is that he acknowledges that the letter was written on his behalf, he acknowledges that a professional undertaking was given to pay the sum by a particular date. There is no reason why he cannot say whether that was not done on his behalf. These are documents which he has brought to the Commission. I

did not have these documents before but the fact is that he must be in a position, if he is not, he can say he is not, but if he does know I see no reason why he should not answer the question.

MISS CLARKE:

Mr. Chairman, I believe my friend's submission is premised on an error as to fact, you know, which we can verify from the records because he asked me to let him finish but he proceeded on the basis of an error relative to what the witness had answered. Because if the witness says that is what I am seeing here and that is what this letter says, it doesn't mean that he has adopted its content. My friend has gone on to say that if the witness is not able to say so, then he should so indicate, but what is put to the witness doesn't really permit him to say, 'I am not able to say whether -- his question was, "Would you agree that this letter indicates..." - from what I am seeing here - "Would you say that your professional undertaking was given by your attorney", this is what I am seeing here from the letter. He has not been asked whether he accepts it as a fact or not and I am saying you cannot therefore follow on from there as if he has. It has to be first established.

COMM. BOGLE:

Mr. Goffe, I am going to allow the objection. You can rephrase it or move on.

MR. GOFFE:

I don't know how to rephrase it, sir. I don't know how to move forward if I don't know whether this undertaking was honoured or not. The only person in this room who can answer that question is in the witness box. I think that he should be allowed to answer if he is able and if he does not know the answer then I will move on, but I can't move on if I don't know because if it was honoured, then my entire cross-examination will probably be on a different track. I need to know and he is the only person who can answer the question.

COMM. BOGLE:

On that basis, even with that I still don't see that, the witness withdrew this document from his witness statement. The witness also did not assert that he knows about the details of this letter apart from what he sees in this letter which is what he said awhile ago that, yes, he sees in the letter that an offer was made. Now, to say whether or not the offer actually reached, or to say whether or not the proposal was carried through by the attorneys, I think that is not a reason to ask the question.

MR. GOFFE:

The question I asked him, sir, was whether this letter was sent to Refin Trust on your behalf and his answer was, yes.

MISS CLARKE:

That is what I am seeing here. That was the complete answer.

Q: My understanding is that he said, yes.

COMM. BOGLE: Let the record be read back please.

MR. GOFFE: I think that we need clarification on that.

MISS CLARKE: Yes.

MISS BERNARD: I am writing paperless so I cannot read.

COMM. BOGLE: On that basis ask the question.

MISS CLARKE: If the question is being asked for clarity, the question once put, I will reserve my right to object or not as if it is now being in.

MR. GOFFE: Thank you Mr. Commissioner. Mr. Hutchinson, would you answer the question.

A: Would you ask the question again?

Q: The question was, whether this undertaking was honoured on or before the 31st of July, 2009?

MISS CLARKE: And I am objecting again. That is the question I was am objecting to.

COMM. BOGLE: Allow Mr. Hutchinson to answer that. Can you answer the question?

A: Would you ask the question again please?

MR. GOFFE: Sure. I want to know if this undertaking was honoured on or before the 31st of July 2001.

MISS CLARKE:                   Honoured by whom? Is it a question put to Mr. Hutchinson?

COMM. BOGLE:                 Mr. Hutchinson, please answer the question.

A:                               I don't know what transpired between my attorneys and Refin Trust.

Q:                               Did you put your attorneys in funds for them to be able to pay them to Refin Trust Limited on or before the 31st July, 2001?

A:                               No, sir.

Q:                               Did you instruct them to give this undertaking?

A:                               No, sir.

Q:                               Great. Could the witness be shown the letter May 29,2001 from Refin Trust Limited to Ballantyne, Beswick & Company.

COMM. BOGLE:                 Is that an exhibit?

MR. GOFFE:                   It is on the same bundle of documents.

COMM. BOGLE:                 May 29, 2001 from Ballantyne, Beswick & Company to Refin?

A:                               Yes sir.

Q:                               Mr. Hutchinson?

A:                               Yes sir.



Q: You recognise this letter?

A: I have seen it, yes, sir.

Q: Did you receive it from your attorney?

A: I saw it much later but I did see it.

Q: Did you get it from your attorney?

A: I had a copy from my attorney, yes.

MR. GOFFE: Could I ask that it be entered as AH38.

Could the witness be shown the letter from Ballantyne, Beswick & Company to Refin Trust dated May 29, 2001.

A: Wasn't that what we just did awhile ago?

COMM. BOGLE: That is what we just dealt with awhile ago. May 29, 2001 from Ballantyne, Beswick & Company to Refin Trust.

MR. GOFFE: No, that was from Refin Trust to Ballantyne, Beswick. I am asking the other way around from Ballantyne to Refin Trust.

COMM. BOGLE: The one before was from Refin Trust to Ballantyne.

MISS CLARKE: It was the other way around.

COMM. BOGLE: It was the other way around from Ballantyne, Beswick to Refin Trust.

MR. GOFFE: You have that letter sir?

A: No.

COMM. BOGLE: We have accepted as AH37 Ballantyne Beswick to Refin Trust. I am sorry, sir, the acceptance awhile ago into submission was the letter from Ballantyne to Refin and that would be AH37, therefore, I think, it does not affect your sequence or your examination. The other one now from Refin Trust Limited to Ballantyne Beswick, both of them have the same date anyway and we accept that.

MR. GOFFE: As 38?

COMM. BOGLE: Yes.

MR. GOFFE: No problem. Thank you.

Mr. Hutchinson, did you instruct your attorneys to send the letter which is now being marked AH37, that is the one of May 29,2001?

A: No, I didn't instruct them.

Q: Did you receive a copy at the time?

A: No, not at the time, no, sir.

Q: So you were unaware that this letter had been sent on your behalf?

A: Well, until much later.

Q: Could you look at the letter from Mr. Richard Bonner to Moncrieffe, Pantry, Betton-Small & Company dated May 31, 2001? Did you instruct Mr. Bonner to send this letter on your behalf?

A: I didn't instruct them but I knew of the arrangement.

Q: At the time or subsequently?

A: I know of the sale to Jerome Thomas at the time it was taking place.

Q: Did you know that he was sending the Instrument of Transfer to these attorneys-at-law in May of 2001?

A: No, I did not follow the documentation.

COMM. BOGLE: Are you tendering this?

MR. GOFFE: Yes, I am.

COMM. BOGLE: AH39.

Q: Now Mr. Hutchinson, could you assist me with explaining, to the best of your knowledge, why it was that after the transfer had been sent to the purchaser's attorney that the transaction was not completed by September of 2001?

A: If you are asking me to tell you why, I don't know.

Q: But earlier you had said that it was because, what I think you had alluded to, was difficulties with the government agencies?

MISS CLARKE: I am objecting to the question. It seems a little bit up in the air, insofar as what the witness had said earlier that this transaction was not completed by September 30. I don't know whether it is fair to the witness to say what he has said. He certainly has not said anything with this transaction or if it is counsel's view or perception that he had alluded to anything with respect to this transaction and government agencies. I think my friend would need to be more specific because the substance of this letter is specific to a particular transaction.

There has been no allusion prior or any expressed assertion prior on which my friend can rely to say that the witness had alluded to or said anything in relation to the substance of this specific letter. So if it is being put to him that earlier he had said something relative to this specific letter, my friend would need probably to refer to the record because I am not appreciating that that is so. It is not so.

MR. GOFFE: First of all, I have not asked the witness a question yet, nor have I put anything, submitted...

MISS CLARKE: It is an assumption and I suspect that the question is going to be premised on an erroneous assumption.

COMM. BOGLE: Let Mr. Goffe continue and we will see what the question is.

MR. GOFFE: Thank you, Mr. Chairman.

Mr. Hutchinson, earlier you had said, you had alluded to the fact of there being difficulty with government agencies...

MISS CLARKE: And I am objecting. You know, Mr. Chairman, it is objectionable.

If you are putting a suggestion to what he had earlier said, put it and let him answer, but you cannot now premise a question based on an assertion of fact that is not true. So this is the problem where we preamble before a question, now you are going to put something, question premised on a preamble that is based on a misrepresentation of the evidence and it ought not to be permitted. If you are suggesting that he had said it earlier and if he can go forward from there, go forward from there. I am saying to the extent that it was not said, Counsel ought not to premise a question which is why I am stopping him in his track because if he is going to be saying to the witness you said

this, it should be put by way of a suggestion, unless it is known to all of us. If it is that the witness did not say it, then you can't premise a question based on his assertion that the witness said it, whatever the question is to follow.

COMM. BOGLE: Mr. Goffe, could you please ascertain from the witness if he had made such a statement.

MR. GOFFE: That is exactly what I was doing, sir, but I don't think that Counsel has even allowed me to finish the sentence.

COMM. BOGLE: Maybe if you rephrase...

MR. GOFFE: Mr. Chairman, I don't believe that Counsel can cause me to rephrase the question I am asking in cross-examination. I have not even finished asking the question and she has objected twice now. If I could be allowed to ask the question in the form which I choose to, then perhaps the witness can answer the question which is to everybody's satisfaction. Could I get him to answer the question.

COMM. BOGLE: Mr. Goffe, continue.

MR. GOFFE: Thank you.

Mr. Hutchinson, earlier you had alluded to certain difficulties with government agencies, is that true?

A: I believe that government agencies played a significant role in my not meeting my deadlines.

Q: Was the deadline of September 2001 one such deadline which the government played a significant role in causing you not to meet?

A: Yes, sir.

Q: Excellent. Now on what basis do you make that statement having regard to AH39 where it seems that the transaction was well in its final stages, well in advance of the agreed date under the Settlement Agreement.

MISS CLARKE: Mr. Commissioner, I am objecting because I am not sure if my friend is asking the witness if something seems a certain way to him or he is asserting in his own view, on his own reading, what a certain thing seems to be. Is that now being put to the witness now, does it so seem to the witness, or is counsel asserting?

MR. GOFFE: I don't understand the objection. If it is that he rejects my assertion -- I have told him, "It seems to me", if it doesn't seem so he can say, it doesn't seem so.

MISS CLARKE: I do not believe that my friend is making an assertion. Counsel well knows that if an assertion is being put to the witness it ought to be put in a certain way. So, is a suggestion being made to the witness? We really don't as counsels convey our views to witnesses and await an

argument. If a suggestion is being put to the witness it should be put and then he should be allowed to say whether he agree or he does not agree. Is counsel saying, it seems to be such and such and the witness is allowed to answer? That is not a suggestion being put to the witness.

MR. GOFFE:

I am not sure what is wrong with the question, sir. I have given the basis for making my statement and I am allowing him to say what his view is. I asked him what is his understanding and I have given him mine and he can reject it if he wishes.

MISS CLARKE:

But that is exactly the problem, we are not here as counsel to argue back and forth with the witnesses. They are to respond to either questions put to them or suggestions because it is not now open to counsel to indicate to any witness what his understanding is and ask the witness whether you are at one. Counsel is not here to engage in a discussion with the witness to see whether he agrees. Is a certain suggestion being put? Put it.

MR. GOFFE:

Could you put it in the form of a suggestion to get a response?

MISS CLARKE:

It is not a suggestion at all, sir. I am asking him as to why he has come to this conclusion that it was the government



agencies which have caused the delay and I am showing him that on the basis of AH39, it seems as if...

MR. GOFFE: And this is where my friend is in error.

MISS CLARKE: Let me finish my statement. Now if he said to me the matter was not close to completion and therefore his basis for saying it was the government's fault, it is an entirely different basis, he can say so. But I am not putting to him a suggestion as to whether it was close to completion or not. I am simply asking him to tell me why it is that he believes the deadline was missed because of government agencies, in the light of this document.

MR. GOFFE: If that was put as a question one would have no objection.

COMM. BOGLE: Can you answer that question, Mr. Hutchinson?

A: Yes. I am a little confused by your question only because it relates to something different. This is about lot 5 which was actually sold and was part of the payment that was actually made to FINSAC. We were talking about lot 6 which is the sale to the school, and I am saying that is absolutely -- which is seventy percent of the debt -- I am saying that was absolutely because of the intransigence of the government departments.

- MR. GOFFE: Thank you, sir. So when was this property, lot 5 actually sold?
- A: I can't remember those details right now.
- Q: Was it in 2001, 2002?
- A: It would have been 2001.
- Q: Okay. Was it before September 2001 or after?
- A: I cannot remember that detail.
- Q: Was it your intention that the funds from this sale would be used to reduce your debt under the Settlement Agreement?
- A: This sale was part of the sale of three lots, the proceeds of which went first to put in some infrastructure and they made the balance of payment over to FINSAC. That is what was done.
- Q: So some of the proceeds of this sale should have gone to FINSAC and some should have gone to infrastructure, is that correct?
- A: Yes.
- Q: But you don't recall whether these proceeds actually went to FINSAC before the September deadline?
- A: I cannot speak for September but I can speak for 2001.

Q: How much was that payment, if you can recall, that was sent to FINSAC out of the proceeds of this sale?

A: Out of the proceeds of the sale of the three lots?

Q: No, out of the proceeds of lot 5?

A: I cannot connect it to lot 5.

Q: Okay, then give me the global figure then?

A: The total figure paid over was \$700,000.

Q: The same \$700,000 that we had referred to earlier?

A: That is correct.

Q: Based on the statement which you put in, it would have been made on the 26th of October 2001?

A: The 23rd I think.

Q: The 23rd of October. Your memory is improving as you go along.

A: Yes.

Q: Excellent. So no payments at all were made by the deadline of September 30, 2001 as far as you recall?

A: That is correct.

Q: And as a consequence of that, do you recall what, if anything, happened to your account whilst it was at Refin Trust?

A: What happened to it?

Q: Yes. Did the Settlement Agreement continue after the deadline?

A: My understanding was that the deadline was the 31st of December. I subsequently discovered that it was extended to 31st of December but that was always my understanding.

Q: But would you agree with me that at some point Refin Trust reverted your account to the original debt and not the compromised sum of \$5 million?

A: After the 31st of December 2001, yes.

Q: So then to be absolutely fair you are not suggesting that when the debt was sold to JRF that it should have been sold at \$5 million?

A: I didn't understand it that way at the time, sure.

Q: Do you remember when you first met with JRF?

A: Yes. I mean when I say yes, I can't give the precise detail but I know it would have been in 2000.

Q: How about February 14, 2002, would that be the right date, you think?

A: I don't know, I can't say.

Q: At the time did you make my written request for a detailed statement of your account?

A: No, it was a verbal request.

Q: Verbal request. You were represented by an attorney at the time?

A: That is correct.

Q: And did he or she attend that meeting as well?

A: That's my recollection, yes.

Q: And you didn't instruct the attorney to make a request in writing on your behalf?

A: No, I didn't.

Q: You remember there were some negotiations between yourself and JRF about restructuring your debt?

A: Yes, we were trying to get them to cap the debt.

Q: Yes, and do you remember - is it true that JRF agreed to restructure your debt, convert it into US dollars and have you made monthly payments? You remember those discussions?

A: I remember the option was given if I recall about US Dollars but I certainly remember that I was asked to pay a monthly amount, yes.

Q: Do you remember what that US Dollar figure that they would have agreed to accept was?

A: No.

Q: Do you remember what the US Dollar monthly payment they asked you for was?

A: No.

Q: You remember being provided with an agreement for you to consider and sign?

A: No.

Q: I suggest to you, sir, that you were in fact provided with an agreement at those meetings by JRF, a draft agreement rather, at those meetings with JRF. Do you accept that or do you deny that? That's not my recollection.

Q: Not your recollection?

A: No.

(Document handed to witness)

Q: Mr. Hutchinson, do you recognize the document that is just handed to you?

A: I think this is the first I am seeing it also.

Q: You don't recall?

A: I don't recall seeing this document.

Q: Could you read for me please the figure that appears next to the word 'principal'?

MS. CLARKE: I am objecting to the request; that the document, before it is actually in evidence it can be put in the witness's hand, which I cannot object to, but in terms of speaking from the substance of it I believe it ought properly to be evidence before the witness can read from it and speak to the substance of it. The witness has not connected to this data at all, he cannot now be called upon to read from a document he said he is seeing for the first time. So perhaps my friend would wish to make some attempt to validate this document with a view to tendering it and then we can speak from the substance of it.

MR. GOFFE: Mr. Chairman, it has never been the practice of this Commission as long I have been here to require the document to be entered in evidence before it is read from. In fact in examination-in chief it was the reverse. On almost every occasion the document was read in extenso from salutation to signature and then it was entered into

evidence. So unless the Commissions is now changing the procedure, which I have no difficulty with, but I just want to make sure that I am on the same page with everybody else.

MS. CLARKE:

I think my friend isn't. I deem so based on his assertion relative to the documents which were tendered in-chief through the witness on his written Witness Statement. Having referred to them and identified himself with them, that is the point at which the witness read from salutation to signature, but the documents tendered in-chief were actually properly authenticated both in writing and on the stand through the witness before they were read from. If that were to be the case in this instance, I would have no problem.

COMM. BOGLE:

Mr. Goffe, the objection is sustained on the basis that the witness has not associated himself at all with this document; he says it is the first time he is seeing it. It is not signed by him, it is unsigned and he says it is the first time he is seeing it and therefore you need to get some association or explain the importance of this document to him.

MR. GOFFE:

I have no difficulty doing that, sir.



MS. CLARKE: Mr. Chairman, before my friend accepts the invitation, I don't know whether he may misinterpret it, the invitation to explain the document, because I don't know if as Counsel is advancing evidence on behalf of a particular client that it is our business to explain the document. Perhaps he could ask some other questions with a view to seeing whether or not there can be some connect, but I believe he maybe overstepping in giving evidence because in explaining the document he would be giving the evidence on behalf of JRF and I don't think as Counsel it would be proper for him to explain the document.

MR. GOFFE: Mr. Chairman...

COMM. BOGLE: As I said before, this document the witness has never seen by his own statement, and as such what we are trying to find out is on what basis he is being asked questions about a document which he is seeing for the first time and has not associated himself in any way and as I said there is no indication that he has signed it and there is no indication so far that he has ever seen the document so I cannot understand the basis on which he is being asked questions or even asked to read from the document.

MR. GOFFE: I am glad you pointed that out. I haven't asked him a single question in relation to this document yet.

COMM. BOGLE: You have asked him to read it and as such...

MR. GOFFE: He can read it to himself, it was for the benefit of, to prepare him for the questions to come, but I have no difficulty.

COMM. BOGLE: On what basis are you going to question him about this document which he is seeing for the first time and which he has disassociated himself from?

MR. GOFFE: Mr. Chairman, I am not asking him to confirm the contents of the document as being true, I am putting it to him as I already have, that he had discussions with JRF as he said he couldn't recall what that figure was but he had those discussions. He then said that he doesn't recall receiving anything in writing in relation to it. I suggested to him that he did receive a document in those meetings and he is saying he can't recall receiving any such document; on the basis of which I am putting to him now, I am saying that this is the document that you received in those meetings and this is the basis on which the discussions were centered in relation to the US Dollar rate.

COMM. BOGLE: I must say that the witness said that he has never seen this document, that is what the witness said; he said this is the first time I am seeing this document. So you are putting it to him that he saw this and he said he has never seen it.

There is no proof here, neither have you put forward any proof or anything to suggest that he has seen this document before.

MR. GOFFE:

No, but whether he has seen it or not, Mr. Chairman, is not the issue which I am trying to get at. I am not trying to prove that he had seen the document before, he can refute it. I am simply saying that this is the document which was handed to him. He doesn't have to agree with the contents of it at all. Of course he can't, if he said he is seeing it for the first time, but certainly the practice in this Commission has never been that only documents which people sign are going to be admitted into evidence. The Commission has always taken the position before that it will take it, even unsigned documents because we have very many of them before already in evidence, and it will attach such weight as it thinks appropriate in all the circumstances.

COMM. BOGLE:

Fine, I agree with you, but my point is, that the document, yes, is unsigned, but that is not the major point here. The major point here is that he has disassociated himself from the document and therefore the question here is, you are asking him to read the document...

MR. GOFFE: I am not asking him to read it any longer you know, Mr. Chairman. I am not asking him to read it any longer, I have moved past that.

COMM. BOGLE: Okay.

MR. GOFFE: I am not asking him to read from it. I said that he could read from it as in to himself and I would ask the questions I wish to ask thereafter, but if it is that it has to go into evidence before I can ask the questions then I certainly will make the application and put it in.

MS. CLARKE: You know, Mr. Chairman, Counsel has a certain savvy; I would say Counsel has a certain savvy because the witness was asked to look at a particular portion of the document and read it. I am indicating for the purposes of this Commission that it doesn't matter whether we are asking the witness to read it to himself or to read it aloud. Now that my friend has retreated from the position where he is asking the witness to read it, in light of the fact that the witness has said that he has no connection to the document, if Counsel now wishes to put a suggestion which has no bearing on whether the witness reads the document, whether to himself or to all of us, then he may proceed. If it has any bearing on the witness reading the document whether to himself or to all of us, then he may proceed. If

it has any bearing on the witness reading the document whether to himself or to all of us, then the question or suggestion ought not to be put.

COMM. BOGLE: Mr. Goffe, this document and question relative to this document to the witness as far as we are concerned would not be correct. As I said in view of the fact that he has totally disassociated; he didn't say maybe he has received it and it is possible he may have seen it, he has downright and flatly disassociated himself with this document and therefore I think it is unreasonable for this witness to be asked questions regarding this document.

MR. GOFFE: Mr. Chairman, I haven't asked the question yet.

COMM. BOGLE: You said earlier you will be asking questions regarding this document.

MR. GOFFE: Perhaps we could take it stage by stage, Mr. Chairman, and as we get there we can deal with it when we get there.

MS. CLARKE: So may the document be taken back from the witness.

MR. GOFFE: I do wish to have it entered, Mr. Chairman.

COMM. BOGLE: Go ahead, Mr. Goffe.

MR. GOFFE: Thank you.

Could I have it entered please, as AH40.

COMM. BOGLE: On what basis? A connection has not been established between this witness and the document.

MR. GOFFE: I understand. Mr. Chairman, the position which I had put before the witness is that this is a document which was handed to him in particular meetings. He is free to reject it.

MS. CLARKE: And he has.

MR. GOFFE: That he rejects it does not mean - it is for the Commission to determine whether they believe it or not. It does not mean that the document cannot be entered into evidence and if that is the position the Commission takes, I would make an application that all other unsigned documents...

COMM. BOGLE: This has nothing to do with his signature.

MS. CLARKE: Thank you, Mr. Chairman.

MR. GOFFE: I understand. It is not a question of whether he associated himself with it or not, I am asking that this be entered into evidence for what it is worth.

COMM. BOGLE: On what basis are you asking for it to be admitted?

MR. GOFFE: On the basis that the suggestion has been put to him that this document was provided to him in meetings; he has already said that he had negotiations about US Dollar debts, about converting into US Dollars and restructuring the debt. This is the agreement to restructure the debt and he

said it was one of the options which was made available to him. I am simply saying that this is the document which I am saying was one of the options available to him. That he didn't take it and that it is unsigned, has nothing to do with whether it was available to him and I wish it in evidence for the very purpose of supporting his own evidence that there was an option to restructure the debt which was made available to him. As to truth of the content it is neither here nor there; simply for the purpose that the option was available to him.

COMM. BOGLE: Mr. Goffe, on the strength of advice, we will not accept this letter.

MR. GOFFE: Could I get the reason for that, sir, because it affects other matters which are before the Commission because we have about two other unsigned versions of this letter.

COMM BOGLE: You are back on the unsigned. What we are saying is...

MR. GOFFE: Sorry, unsigned documents which witnesses have disassociated themselves from and I will certainly be going back...

COMM. BOGLE: Just a minute, Mr. Goffe. Mr. Goffe.

MR. GOFFE: Yes sir.

- COMM. BOGLE: The consensus of the Commissioners seem to agree with you over what I said before. We will accept it but no questions will be allowed on the document and the Commissioners will ascribe what they wish to it.
- MR. GOFFE: I am very grateful, Mr. Commissioner. This is AH40 then?
- COMM. BOGLE: AH40.
- MR. GOFFE: Thank you.
- MS. CLARKE: Did the Chairman say for the record that no questions will be allowed from the substance of the document?
- COMM. BOGLE: Yes.
- MR. GOFFE: Mr. Hutchinson?
- A: Yes sir.
- Q: Why did you not accept the option to convert your debt into US Dollars?
- A: I couldn't even find the Jamaican dollars, sir, much less, at the time.
- Q: So you were not prepared to make any payment towards the debt?
- A: No I am saying, I am giving you the reason that I would not be -- a US debt would just be -- I would not know where the resources would have come from.



- Q: But if the offer had been put to you to restructure it in Jamaican Dollars and have a Jamaican Dollar monthly payment, you would have agreed to that?
- A: As I said before I had agreed to monthly payment but we were trying to cap the debt at \$5 million.
- Q: So you remember what the monthly payment you agreed to was?
- A: Yes, I think it was \$30,000.
- Q: I suggest to you, sir, that \$30,000 could be converted to US Dollars and could have been paid as a monthly payment, you accept that?
- A: That's a possibility.
- Q: I suggest to you that the option which was afforded to you was for you to pay US\$319 per month?
- A: That's the first I am hearing that figure.
- Q: But you don't remember the figure that you were offered?
- A: That's what I am saying, sir. I remember a US Dollar option came into the picture but I would not even have reflected on it.
- Q: Okay. Do you know or can you say whether US\$319 at the time would have been less or more than \$J30,000?

A: I wouldn't endeavour to say.

Q: I am suggesting to you sir, that in 2002, US\$319 was considerably less than \$J30,000? You can accept it or you can reject it or say you don't know.

A: It is possible.

Q: It's possible. You had said in your testimony that you were - in paragraph 22 you said that Miss Taylor requested that you furnish her with a proposal for further subdivision of the lands and Counsel asked you if that proposal had been furnished as agreed, and I think you said yes, is that correct?

A: That's correct.

Q: Do you have a copy of that proposal?

A: No, I don't. I spoke to Miss Taylor, I was speaking to Miss Taylor all the time through that.

Q: But a written proposal.

A: I did not send a written proposal.

Q: Did anybody send a written proposal on your behalf?

A: I don't know, I don't have any evidence of it, but I am saying categorically that Miss Taylor and I were in constant discussion in that matter.

Q: So when you agreed with Counsel that the proposal had been sent, did you mean an oral proposal?

A: That is correct. We discussed it because remember I am in Mandeville. I spoke to Miss Taylor, several times.

Q: So you were the one who complied with that letter by sending an oral proposal to her?

A: I am saying as far as I know, I don't have it in writing, I don't have evidence in writing of the proposal. My attorney spoke to -- because they were talking to Mrs. Taylor separately from me, but what I am saying...

Q: So who sent the proposal, you or your attorneys?

A: What I am saying I have no evidence, I have no written evidence of a proposal being sent. My attorneys were talking to Mrs. Taylor as I was but I am saying that I, on several occasions, spoke to Mrs. Taylor telling her precisely what I was doing.

Q: So the proposal that went to Miss Taylor was from you and not your attorneys?

A: I cannot say that. I have said already that I do not know what transpired between my attorneys and Mrs. Taylor. They were operating from Kingston, I was in Mandeville. I know what transpired between myself and Mrs. Taylor.

Q: I am still unclear as to the basis for your answering Counsel's question that the proposal was sent. The question I am asking you is when you said that the proposal was sent, were you referring to your oral discussions with Mrs. Taylor or were you referring to your attorneys' discussion with Mrs. Taylor?

A: I was referring to my own discussions with Mrs. Taylor.

Q: Thank you. I suggest to you, sir, that in fact your lawyers did write to Joslin Jamaica Limited and set out a proposal on your instructions, you accept that?

A: My lawyers and I, as I say I can't say precisely what transpired between my lawyers and Mrs. Taylor.

Q: Could you look at that letter please, sir. It is while these negotiations were going forward or proceeding I should say?

A: That is correct.

Q: 21, now could you quickly read 21 for me please?

A: Over the period of my indebted to NCB, I had an understanding with the bank based on our protracted discussions that my servicing the loan will be largely contingent upon my sub-dividing a portion of the nineteen acres and selling some lots from it -- see Anthony

Hutchinson 4, so that inasmuch as I have serviced the loan by making payments, there was no insistence or enforcement proceedings on the part of NCB when my payments were irregular. NCB was always kept aware of the progress of the subdivision by way of regular dates.

Q: Read on for me, paragraph 22?

A: Based on FINSAC's assertions that the debt had been sold, my attorney wrote to Joslin Jamaica Limited by letter dated February 28 2002, Anthony Hutchinson 24. This was a long letter setting out proposal for settlement of the debt and requesting that the debt be capped at five million dollars as had been previously agreed with FINSAC. After this we met first with Ms. Valda Taylor and later Mr. Dennis Joslin of JRF. In the first meeting when I asked how much my debt was, Miss Taylor told me it was fifteen million dollars. I requested documentation but this was not forthcoming until years later when I discovered as a fact that the amount transferred to JRF was in fact eight point five million dollars referred to previously by FINSAC. Ms. Taylor also requested us to furnish her with a proposal for further subdivision of the land and setting out certain other agreed matters -- see letter dated June 24, 2002, JRF to Richard Bonner -- Hutchinson 25.

Q: Thank you Mr. Hutchinson. Before we read that at Anthony Hutchinson 25, could you just explain some more for us what really happened in that portion of his statement when you said you asked how much you had owed and Miss Taylor told you it was fifteen million dollars and you came to find out it was eight point five, could you elaborate on that?

A: Well, it was just in an informal meeting there with my attorney and Miss Taylor and I think if I recall this was the first time I was seeing her and I asked her how much the debt was and that is what she told me, it was fifteen million dollars.

Q: From your recall, at the time when she told you it was fifteen million dollars, did she make reference to any written records anywhere?

A: No written records at all.

Q: She just said it?

A: She just said it.

Q: Exhibit Anthony Hutchinson 25, I am going to ask you to read that letter please Mr. Hutchinson?

Mr. Hutchinson, do you recall ever seeing a copy of this letter?

A: I am just reading it for the first time.

Q: So you read the whole letter, sir. You are saying you don't recognize this letter at all?

A: No, this is the first I am reading it through.

Q: But Richard Bonner was your attorney on the 23rd of July 2002.

A: That is correct.

Q: Do you accept that this letter was written on your behalf?

A: Yes, sir, I would accept that.

MR. GOFFE: Commissioners, could I ask that this be entered as AH41, a letter from Richard Bonner to Joslin Jamaica Limited dated July 23, 2002?

COMM. BOGLE: So entered.

MR. GOFFE: Looking at that letter Mr. Hutchinson, would you say that you agree with the content of this letter and that this represents the proposal which was being considered by JRF?

A: Could you repeat that question?

Q: I want you to look at the letter and confirm whether the content represents the proposal which JRF would have been considering in relation to your account?

A: I am saying it appears to be similar to the proposal that Mrs. Taylor and I spoke about.

Q: It's similar, is it different in anyway?

A: I have to read it in detail.

Q: Could you, please.

A: Yes.

Q: Now you said it was similar before, is this...

A: Yes, I am saying this is essentially the proposal.

Q: This wouldn't have been any different from the oral discussions between you?

A: Not as regards lot 6, lots 3 and 4; in respect to the matters about transferring title and all of that, I will not make a comment on it in that regard.

Q: I don't understand what you are referring to.

A: In other words....

Q: Is there any part of this letter...

A: As I said delivered to me parent title registered at so and so, and my undertaking, all I am saying is, that the information here in respect to lot 6, sale to the Government...



Q: Stick a pin. The question I am really asking you is if there was anything you said to Mrs. Taylor different from what your lawyer was saying?

A: I am saying as regards to the specific lots, no.

Q: But as regards anything, you were saying something different at all?

A: I am saying I spoke to Mrs. Taylor as regards the specific lots, what I was doing in respect to the specific lots, I do not wish to comment on anything else because I am not aware of the other stuff.

Q: Let me ask it another way, do you accept, when you talked about your proposal in your witness statement, are you prepared to accept this document as representing your proposal?

A: I am saying that fundamentally that document represents some of our proposals which I was making with Mrs. Taylor all along.

Q: Would you agree with me that this document could not have reached Mrs. Taylor in the time within which she requested it?

A: I think her letter refers to what, ten days?

Q: Ten days?

- A: But as I said, the date of her letter -- could you remind me of the date of her letter?
- Q: The date of her letter, I think, was the 24th of June, the date of this letter is the 23rd of July, would you agree with me...
- A: That it would be more than ten days.
- Q: ...it would be more than ten days?
- A: Absolutely, but I am still saying that our proposal was made to Mrs. Taylor.
- Q: Do you agree with me, sir, that up until the date of this letter you still had not agreed the amount that you would pay to JRF to service your debt?
- A: No, I don't agree.
- Q: So when you said -- so when Mr. Bonner said that he is presently discussing the matter of the amount to be paid on a monthly basis with you, that was true?
- A: I am saying it is, to my recollection, I agreed to pay a certain amount, I was having difficult paying that amount, I don't know if that is what Mr. Bonner was speaking about but I was having difficulty even finding the thirty per month at the time.
- Q: I suggest to you, sir, that as at the date of this letter you had not made yet made a single monthly payment to JRF?

A: Which maybe so, I can't say if it was so, because I can't follow the payments, but what I am saying because of the situation, I just wanted to deal with the situation, I was really trying but I found it really difficult.

Q: I understand, I am just trying to get to the facts. And you accept that during this time your debt would have been cumulating interest, is that correct?

A: Yes.

Q: I didn't mean to get there just yet but I want to get there because it is very important that we look at this document now.

(Document handed to witness)

Mr. Hutchinson, the document that was just handed to you, you have ever seen this document before?

A: No, it is the first I am seeing it.

Q: Do you accept it was addressed to your attorneys-at-law, Pearson and Company?

A: Yes.

Q: Were they your attorneys in 2008?

A: Yes.

Q: Would you accept then that this document would have been received by your attorneys on your behalf?

A: Yes.

Q: Could I ask that this be admitted please as AH42 I think?

COMM. BOGLE: 42.

MR. GOFFE: Is a letter from JRF to Pearson and Company dated 30th of September 2008 and I shall read from the letter. It says:

**Attached is amended statement of accounts. We apologize for the error in the previous statement.**

Now, you would have received a previous statement I think in June of 2008, is that correct?

A: I received a statement, as to the timing I can't say.

Q: But that would be the statement which would be in evidence already?

A: That is correct.

Q: And then she goes on to say that interest is compounded and charged in accordance with Clause 2(e) of the Mortgage Instrument sent to you under cover letter of 2008, July 24.

Attached to that is a statement which differs somewhat from the ones you have in evidence. I wish to point out, sir,

to assist you and you can tell me if you disagree, that this letter actually came after your attorneys wrote to JRF indicating that there were, they thought there were errors in the statement?

A: Possibly, sir.

Q: The suggestion I am making to you, that this letter was sent in response to your attorneys' letter stating that there were errors in the statement.

A: I know my attorneys wrote a letter indicating there were errors.

Q: I am suggesting that this was sent in response to that?

A: I don't know.

Q: Now, I want you to look at the statement carefully, you see that there was a payment of seven hundred thousand credited on the 26th of October 2001 and I should point out, sir, that your account was not sold to JRF until 2002, so even though it says Jamaican Redevelopment Foundation Inc at the top of it, that is not to say that JRF is acknowledging that it received these funds in October of 2001, you have any difficulty with that assertion, sir?

A: I know it was paid to the previous organization.

Q: So this statement actually covers a period before JRF took over the account. And you see your payment has been credited and then it was returned on the same day and it was credited again on the same day, you see that? The 26th of October, there are three entries there, a credit, a debit and a credit again?

A: Oh yes.

Q: I have said it wrongly, a debit, a credit and debit again?

A: Whichever way you are saying.

Q: Now, would you accept, sir, that the first payment you made to JRF -- rather, that after the seven hundred thousand dollars which was paid in October of '01 your next payment of twenty thousand dollars was made in November of '02?

A: That is what it says, yes.

Q: Do you agree that that is what took place?

A: I can't speak to the timing but I remember, I know I had real difficulty making the payments.

Q: So it is quite possible that this is a true reflection of what took place at the time?

A: I can't look at just one number but generally it looks feasible but I can't speak specifically.

Q: Okay, do you agree with me that you made monthly payments in November, December, of 2002, January of 2003, each in the amount of twenty thousand dollars?

A: Thereabout.

Q: Firstly, I should have asked, do you agree with me that this statement actually tells you the principal and interest as at the date that JRF acquired the loan?

A: Yes, it sets out numbers which as I am saying....

Q: No, tell me if you agree with the statement I made?

A: Yes, it sets out principal and interest and the fees separately, yes.

Q: Do you agree that it sets it out and you can determine from this statement what the principal and interest was at the date JRF acquired the debt?

A: I am saying it sets it out but remember I am saying that this was received...

Q: I don't have any difficulty with when it was received, I want to make sure that we can cross off something off our list here, so if you go back to your witness statement where it says, what was the extent of my principal debt when it was sold to JRF, what portion of the entire sum represented

interest, do you accept that we can cross it off our list of things to do?

A: No, because what was the actual date of transfer of the debt, for example, and what was the situation on that date, we don't even know that date, in other words, at that particular date, what was the break-down because what I am saying...

Q: Are you saying that you don't know the date it was transferred to JRF?

A: Official date, I don't know, I am assuming....

Q: Did you not get a letter from Dennis Joslin indicating that certain debt had been taken over as at a particular date?

A: Yes.

Q: But you are saying you don't recall what that date is?

A: No, I am saying we got a letter from JRF.

Q: Dennis Joslin?

A: Yes, Dennis Joslin, but remember we are saying that the debt was supposed to have been capped up to the end of 2001, I do not know what happened between the 1st of January, I am pretty sure that the debt wasn't transferred...



Q: That is not the question I am dealing with right now, the question I am dealing with right now is that it sounds to me, and correct me if I am wrong, that you were advised of the date that JRF got the debt?

A: We got a letter, yes, and we were told...

Q: And that by referencing that date with either this statement or the statement that you received...

A: Okay, this is what I am saying, if you look on that...

Q: If I could finish my question, I am asking that by referencing the date that you were advised that JRF took over the portfolio and looking at this statement or the earlier one which you got, you would be able to answer this question?

A: I would say no.

Q: And what other information you would need to answer the question you have asked this Commission to answer?

A: Because I am saying that, just out of memory now, February, round about February 2002, early 2002, we were told that the debt was transferred. What date it was transferred at, this moves for example from the 1st of January 2002 to....

Q: No, sorry this statement goes from October 2000?

A: Hear me, this statement moves from the 1st of January 2002 to the 5th of July 2002, it doesn't give any breakdown in that period; all I am saying is in respect to the date, what date was the debt transferred to Joslin, and what were the amounts at that particular date that were on the books. I am saying this statement does not say so.

Q: It just gives you a period from which you can't be precise but that you have a very good idea, you can deduce...

A: This is what I am saying, I am saying there are numbers here -- we are moving from, for example, as of the 1st of January 2002, the debt here we are looking at is nine point one five million, the total.

Q: No, it wouldn't be.

A: The pay-off...

Q: Not the pay off?

A: The pay-off figure nine million one hundred and fifty thousand?

Q: No, sir, you are looking at the wrong line.

A: Sir, I am looking at the 1st of January 2002.

Q: That covers a period of one hundred and eighty-five days, that line there, you should go to the line above it which ends at the 31st of December 2001.

A: All right, let's even do that, but you see, this is the point, the figure at even the 31st of December 2001 ought to be the figure at the 1st of January 2002.

Q: There is no opening balance on this statement.

A: This figure at the 1st of January 2002...

Q: No, sir, there is no figure for the 1st of January?

COMM. BOGLE: I am looking at it.

MR. GOFFE: That figure gives you the period of one hundred and eighty five days, it doesn't tell you what the opening balance on the 1st of January was.

A: I don't understand what you are saying.

Q: I am saying it has a closing balance but no opening balance.

A: Even if you say that, so therefore, I am saying to you, the closing balance, if you call that the closing balance...

Q: Call what the closing balance?

A: That figure that you just said, \$9.15 million, that is what you are saying is the closing balance?

Q: Closing balance as at the 4th of July 2002.

A: I am not sure, no, I am looking in the line here, 1st of January 2002, following that line across, balance on principal \$3.03 million; balance on interest \$6.1 million,

fees \$500,000 and I am seeing nine million one hundred and fifty thousand five hundred and forty two dollars and seventeen cents.

Q: And that is the closing balance as at the 4th of July 2002.

A: And I am saying it's the same period, the 1st of January 2002.

Q: No, sir, it says here, the period of the 1st of January '02 to the 4th of July '02, a period of one hundred and eighty five days.

A: Yes.

Q: That the pay-off figure as at, for the period, would be nine point one five million?

A: Let's go back then.

Q: To?

A: To the closing balance.

Q: To December 31st?

A: No, to the 26th October 2001.

Q: That closing balance there, the pay-off figure...

A: Which is eight point seven eight million dollars.

Q: Right, eight point seven six five?

A: Right, that figure shows up nowhere else, I am saying -- you are telling me that that would be the figure that would have been transferred?

Q: No, what I am saying...

A: To Joslin?

Q: No, what I am saying is, on the basis of this statement, as at the 1st of January, 2002, that figure would have been the figure which you owed, that would have been...

A: Hold on. Say that again.

Q: As at the 1st of January ...

A: 2002, what would be the figure that I owed?

Q: Eight point seven six five three four two?

A: All right, if you are saying that, I am saying where is that information in all of the documentation that has been sent before?

Q: I am saying this is on the statement which you got in 2008.

A: But what I am saying is, up to this date I don't know precisely, I do not know precisely what date the transfer was made.

Q: I thought you said you knew that date, I thought you said you were advised in writing of that date but you could not recall it, that was my recollection, am I correct?

A: I am saying and I am saying it again, I do not know precisely what date the transfer was made and I do not know on what date the balance was.

COMM. BOGLE: Let me see if I can clarify here. I think what he is saying here is that the statement refers to the period and the date of the transfer to JRF could have been in a period and not a particular date here.

MR. GOFFE: I think we are all on the same page, so the question I am going to ask now might clear it up. If you were advised of the date as you said you were...

A: As I said about what.

Q: You said you received a letter...

A: I said I received communication saying that the debt was transferred, I did not say when it was, I did not take notice of a particular date, I don't recall what date was stated that the debt was transferred, I do not know, that is the very point I am saying, what date was the debt transferred, therefore, I can see at that date the balance was so and so and therefore I can verify that their records are correct.

Q: I suggest to you, sir, that you received a letter which indicated the exact date that the debt was transferred.

A: I am disagreeing with you.

Q: I am also suggesting, sir, that it was publicly announced, it was in the newspaper and the gazette the precise date that the debt was transferred?

A: I am saying I have no...

Q: If I told you, sir, if you had been told that the debt was transferred as of January 21,2002, would you by looking at this statement be able to arrive at the figures which you see?

A: You see the point is, sir, I am saying...

Q: Could you answer my question.

A: I am trying to answer your question, I am saying there are a number of things on this statement, I am simply saying...

Q: I don't know if you are answering my question.

A: Allow me to answer the question.

Q: I am not sure you remember what the question is, I am asking you if you had the date if would you be able to use this table to determine what the principal and interest was at that date?

A: Oh, if the date was stated here. If the date was stated here I would be able to.

Q: I am saying if you were advised of the date in whichever method, would you be using this statement...

A: Assuming that this table quoted a date.

Q: Excellent. So, having gone through all of that, do we still need to consider your submission that you need to be...

A: Yes, I am still saying that I would like to know.

Q: Okay. Let's go back to the payment you made or did not make sir. Now, you had said that it was the proposal that the agreement you had with JRF, the proposal rather that you put to JRF would allow you to sell certain lots which were the subject of mortgages on them, correct?

A: There was a mortgage on the parent title, the lots that were splintered, the sale of those lots, yes would allow me to pay a substantial part, when taken with the sale to Government, it would have allowed me to pay off the debt.

Q: And JRF allowed you to sell how many of those lots?

A: We had sold three lots before the end of 2001 and we sold an additional two subsequent to that.

Q: And JRF allowed you to sell those?



- A: That is correct.
- Q: Okay. And then at a subsequent time, much later on, JRF said that they would not allow you to sell the lots, is that correct?
- A: A long time afterwards.
- Q: Could it be, sir, look at the statement, do you see that between the period April 2005 until or rather, do you agree sir, that the last payment that you made on your account, apart from the sale proceeds being applied, the last payment you made on your account was in April of 2005?
- A: The last monthly payment, yes, thereabout.
- Q: Would you agree with me that the refusal to allow you to sell the lots came after April 2005?
- A: The refusal came some time in 2006, yes.
- Q: So would you agree with me, sir, that your debt was in significant arrears by the time that they refused to allow you to sell the properties yourself?
- A: I would agree.
- Q: You would agree?
- A: Yes, but can I say that again the understanding was that the sale of the lots were to pay the debt and they knew that I

was in the process of selling the lots all of this time, they knew.

Q: Isn't it true, sir, that your arrangement with JRF is that you would make monthly payments and you were making the monthly payments as far as you were able to?

A: I tried to, yes.

Q: And isn't that, wouldn't you then agree that when you stopped making those monthly payments that you were in breach of your agreement with JRF?

A: Yes, I would agree.

Q: Tell me the reason please, sir, why after you breached the agreement, JRF should allow you to sell the properties yourself?

A: Because of the circumstances involved, JRF knew that I was depending on the sale of lots and in fact all the times as I said we were talking to Miss Taylor, they knew that we were depending on the sale of the lots to pay off the debt, they knew.

Q: But they did not know that you were relying on the sale of lots to pay the monthly payments now, did they?

A: But I am saying to you I told Miss Taylor, all along we were talking, I told her that I was in difficulty and I could

not meet the monthly payments, all along this time, over the years Miss Taylor and I had several discussions.

Q: Okay. Now, let's look at the interest rate which was applied. Your original interest rate with NCB, you remember what it was?

A: There were various interest rates quoted in that document that indicated - I am saying there was 53%, plus a 15% default, plus a 2 to 3% fee.

Q: Do you agree with me that NCB had the right to compound interest on your account?

A: I think if you ask me - you are asking me?

Q: I am.

A: In my concept I think banks are about development.

Q: No.

A: You asked me a question.

Q: Hold on Mr. Hutchinson, I asked a simple question.

A: And I am answering you. I think banks are about development and from that perspective I do not think - you asked me basically if I thought it was reasonable for...

Q: No, I didn't ask you that.

COMM. BOGLE: Just a minute. Can you rephrase the question.

MR. GOFFE: I want to know if you agree that NCB could compound interest on your account, Mr. Hutchinson?

A: It is in that question I am saying banks compound interest, but in reasonable....

Q: That is not the question.

MISS CLARKE: He is answering, Counsel, allow him to answer.

A: I am saying what I agree with is that banks are about development and therefore, you do not help businesses to develop by charging them astronomical interest rates that are totally unreal. I am saying categorically that the bank would have been aware that these interest rates could not have been met given my cash flow.

Q: You have not answered the question yet, Mr. Hutchinson.

A: Yes, I have.

Q: No, the question I asked you is whether you agree that NCB could compound interest on your account?

A: I am saying they could and they did.

Q: Thank you. Now, do you agree that the rate of interest being charged by JRF was significantly less than the rate charged by NCB?

A: I have to agree.

Q: You have to agree. What was the rate you were charged by JRF originally? Look at the statement and tell me.

A: The statement that you just gave me started out at 25%.

Q: 25%?

A: Yes.

Q: 25% interest per annum, right?

A: That is right.

Q: Now, let me ask you this question since you are talking about reasonableness. Do you consider that to be a reasonable rate of interest?

A: Really and truly in the context of the time - well, first of all, I would say no.

Q: Okay, fine, you have answered the question. Now, when your loan went into arrears you accept that we had sent you a statutory Notice letting you know that they would sell your property, and this was in 2006?

A: I can't speak to the date, but I remember that Notice.

Q: And you remember that Notice said that your interest rate would then be 30% per annum?

A: Yes, I remember that.

Q: Do you agree with me that JRF never charged you more than 30% interest per annum?

A: I don't know.

Q: Look at the statement and see the rate. Is there any rate of interest on that statement higher than 30% per annum?

A: It doesn't appear so.

Q: Now, Counsel spoke about the, or rather you gave evidence that the debt had escalated to certain amounts, I think it was almost \$17 Million I think was the figure. Is it not true, sir, that it escalated to that amount because for three years you did not make a single payment on the account, is that the reason why it escalated that high?

A: I am saying no, that is not the only reason.

Q: Okay. Before we take the break I am going to show you a letter. First of all, do you agree with me that JRF wasn't guilty of any delay in terms of the sales of the lots taking place, they had nothing to do with the actual sales and negotiations between the government and other perspective...

A: No, I can't say that.

Q: Okay. How did JRF delay in this matter?

A: You remember I told you that the two lots that were sold after 2001, it took some work between my attorney and JRF to settle the issue of splintering the title.

Q: How was JRF delayed?

A: I am saying -- I remember there were delays and I am saying part of the delays involved accessing the main title to splinter the title; I remember that distinctly.

Q: You don't remember if JRF was responsible for that delay?

A: I am saying as I recall there was some difficulty, there was some time before the parent title was made available.

Q: Actually I have two letters I want to show you, sir, before we take the break. The first one - Mr. Hutchinson, you have a letter dated February 23, 2004 from Mr. Richard Bonner in the Ministry of Education Youth and Culture in your hand?

A: Yes.

Q: Do you accept that this letter was sent to the Honourable Minister by your attorney on your behalf?

A: It was addressed to the Attention of Mr. Laureston Wilson, yes.

MR. GOFFE: Could I ask that it be entered as AH - I think we are at 43 now?

COMM. BOGLE: 43, yes.

MR. GOFFE: Could you read for me please the second paragraph.

A: "I must ask this question..."

Q: No, I am sorry, read from the first paragraph which is "When I visited your office last year".

A: When I visited your office last year with Mr. Hutchinson the vendor involved in the above mentioned sale, I indicated to you the urgency with which this matter should go through as my client stands to have grave economical and financial loss as a result of the delay.

I must ask this question "who is creating the delay, is it the fact that the Ministers in Cabinet have not handed down their decisions, or is the delay coming from your department?" Whichever, my client stands to lose all of his personal property as a result of the callous way that this matter is being handled. I cannot stress to you with no apology my contempt in the way this matter is being handled. My client calls me at least three times per day and has been abusive and rude because I am unable to give him a positive reply from the relevant authorities. All I can say to my client is that I have made several telephone calls to your offices, but all that have proved futile.



Q: Just read to the end of the page for me.

A: I must now make formal demand upon the Ministry to indicate to me what is the exact position in connection with the matter and I will not tolerate any further delay or excuses regarding the lack of communication between your department and this writer.

Q: I don't think I need to ask you any questions on that.

A: Can I say though that this...

Q: I have not asked you any questions though, Mr. Hutchinson, you don't have to say anything. This letter now - okay, we break at 12:30, sir?

COMM. BOGLE: Yes, 12:30.

MR. GOFFE: Mr. Hutchinson, you recognize this letter dated July 25, 2006?

A: Yes, there are parts of it I recognize.

Q: There are parts that you recognize?

A: Yes.

MR. GOFFE: Could I have this entered as AH44, as the letter from Jamaican Redevelopment Foundation Inc. to Mr. Hutchinson, dated 25th of July 2006.

I would like you to read this letter from salutation to signature please, Mr. Hutchinson.

A:

**Dear Mr. Hutchinson:**

**I am in receipt of your letter dated 14th July, 2006 with carbon copies to the Honourable Minister Clarke, the Honourable Minister Peart and Mr. Samuels. As requested therein I have reviewed the file on your account. Unfortunately we are unable to accede to your request. This amount is severely in arrears with the last minimal payment made in 2005 and before that in 2001. There has been no steady repayment on your part for several years. We attempted to restructure the account in 2002 and you failed to sign the documents or make payments as agreed. There have been several demands made by the bank going all the way back to the loans origination and each time the bank begins the process of realizing on its security a proposal is made to split off lots and repay the debt, all of which have failed to materialize.**

**The value of the real estate exceeds the amount owed and ought to allow you to refinance with another institution, although that institution will most likely require some type of monthly payment on the account.**

**At this time we have no alternative but to continue to recover the debt pursuant to our legal remedies.**

**In future your correspondence should be directed to your account officer, Mrs. Velda Grant-Taylor, with whom you are familiar. I have copied the honoured sir, that you copied on your letter to me.**

**Sincerely**

**Jamaican Redevelopment Foundation Inc.**

**One by the name of Janet Farrow.**

Q: Thank you very much for that, sir. Did you respond to this letter?

A: No, I don't think so.

Q: Do you disagree with anything in this letter, sir?

A: I can't say that I disagree.

Q: Pardon me?

A: I can't say I disagree that I did not make the monthly payments that I should have made, as I stated before because of my own cash flow problem.

Q: Did you ever challenge the statement "that we attempted to restructure the account in 2002 and you failed to sign the documents"?

- A: I see where you are saying, but I am still saying...
- Q: I am asking if you ever challenged that statement, sir?  
That was the question I asked you.
- A: If I had challenged it, if I did challenge it, that's what you are asking me?
- Q: Have you ever challenged that statement?
- A: I am challenging it right now.
- Q: Do you agree with the statement that; **"Each time the bank begins the process of realizing on its security a proposal is made to split off lots and repay the debt, all of which have failed to materialize"**. Do you agree with that statement, sir?
- A: I think that statement is incomplete. Yes, but what is stated here is true that we have tried to split off the lots, but as we have indicated in our statement the reasons that the timing has not worked to my benefit, it was out of my control.
- Q: Okay. Now, do you agree with the statement; **"The value of the real estate exceeds the amount owed and ought to allow you to refinance with another institution, although that institution will most likely**

**require some type of monthly payment on the account."** You agree with that statement?

A: Fundamentally, yes I agree with that statement. I also would like to say that from the very beginning I had those cash flow difficulties I was depending on the sale of the lots to settle my debt.

Q: When you say from the beginning, you mean from the beginning when you went to NCB or from the beginning with FINSAC?

A: I am saying it was from NCB.

Q: Wow! So from the beginning when you went to get the loan from NCB you were already dependent on the realization.

A: No, if you reflect on what our statement was saying, it was not on getting the loan; I am simply saying the problem started because of a cash flow difficulty.

Q: I see. So you agree with the statement that there have been several demands made by the banks going all the way back to the loans origination?

A: I am saying unfortunately I have missed, I have not paid several times that I was supposed to pay.

Q: Do you agree that there were several demands made by the banks going all the way back to your loan origination?

A: I don't know what you mean by 'several' but there were demands from time to time.

MR. GOFFE: On that note, Mr. Chairman...

COMM. BOGLE: Okay, at this time - AH44 for the last letter, letter dated July 25, 2006 from Jamaican Redevelopment Foundation Inc. Anthony Hutchinson AH44. At this time we will have our lunch break and we will reconvene at 2:00 p.m.

MR. GOFFE: Mr. Chairman, as I have indicated earlier the schedule I received says that we were only going to be sitting for the morning session. I do have an engagement downtown at 3 o'clock which would perhaps allow me to sit for I think at most forty-five minutes if we were to resume at 2:00. Had I known that we were sitting for the entire day I certainly would have rescheduled that engagement.

COMM. BOGLE: And you think your further cross-examination will take longer?

MR. GOFFE: I think it will.

COMM. BOGLE: All right, at this time we have to adjourn and a new date will have to be set that is convenient to Mr. Hutchinson

who has his responsibilities in Mandeville as well and Counsel. Did everyone hear me?

FLOOR: No.

COMM. BOGLE: Sorry about that. What I am saying is that based on the previous engagement of Mr. Goffe we will have to adjourn today and we will reconvene and Mr. Hutchinson will be recalled at a later date based on his availability in terms of his responsibilities in Mandeville. So we adjourn for today. Now, next week we will not be sitting as I mentioned earlier this week, we will not be sitting next week in view of the fact that there is a court case involving a Commissioner of this Commission and attorneys involved in the Enquiry as well will be attending on that court case, therefore we will not be having any sitting next week Tuesday, Wednesday and Thursday. We will sit again the following Tuesday, okay. So no sitting next week, but the following Tuesday we will be back here at 9:30. Thank you very much. Have a good afternoon.

ADJOURNMENT